

**Tom Green County Commissioners' Court**  
**January 8, 2002**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session January 8, 2002, in the Edd B. Keyes Building, with the following members present:

Clayton Friend, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Jodie R. Weeks, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4  
Michael D. Brown, County Judge  
Elizabeth McGill, County Clerk and Ex-officio Clerk of the Commissioners' Court

**County Judge, Mike Brown, called the meeting to order at 8:07 AM**

**Judge Brown recessed the Regular meeting to go into Executive Session.**

**Judge Brown reconvened the Regular meeting in open session at 8:49AM**

The Pledge of Allegiance was recited and **Elder James Anderson, Pastor of New Jerusalem Church of God in Christ**, offered the invocation.

**7. Judge Brown moved to approve the Consent Agenda as presented seconded by Commissioner Friend:**

- A. Approved the minutes of the from the Regular Meeting, December 18,2001 and Minutes from the Special/Workshop Meeting, December 19,2001.
- B. Approved the Minutes from the Accounts Allowable from 12/19/01 through 01/08/02 in the amount of \$1,033,501.81 and Purchase Orders from 12 /17 – 28 /01 in the amount of \$25,316.93 and from 12 /31/01 through 01/04/02 in the amount of \$107,261.80.
- C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<b><u>NAME</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>ACTION</u></b>	<b><u>EFF. DATE</u></b>	<b><u>GRADE /STEP</u></b>	<b><u>SALARY</u></b>	
Medders, Ashley	Elections	New Hire	01/10/02	Standby	\$ 5.50	/HR
Dennis, Liza A.	Indigent Health Care	New Hire	01/02/02	12/1	\$ 682.91	S/M
May, Kalton R.	Juv Detention (273)	Salary Increase	01/15/02	N/A	\$1125.00	S/M
Miller, Toddrick R.	Juv Detention (043)	Status Change	12/19/01	N/A	\$ 770.87	S/M
Hartsfield, Brittney M.	Juv Probation (276)	Salary Increase	01/02/02	N/A	\$ 7.00	/HR
Everett, Misty D.	RKR Post Adjud	Transfer	01/01/02	N/A	\$ 958.33	S/M
Hooten, Kristy N.	RKR Post Adjud	Transfer	01/01/02	N/A	\$ 485.33	S/M
Baker, Mark E.	Sheriff	Trnsfr & Promotion	01/01/02	19/4	\$1039.07	S/M

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<b><u>NAME</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>ACTION</u></b>	<b><u>EFF. DATE</u></b>	<b><u>GRADE /STEP</u></b>	<b><u>SALARY</u></b>	
Molina, Mellissa N.	Jail	Dismissal	01/07/02	16/1	\$ 832.10	S/M
Benavidez, Jacqueline J.	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Ervin, Steven J.	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Rico, Amador	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Rodriguez, Penney J.	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Spitzer, Robert P.	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Uriegas, Michele	Juv Detention (043)	Dropped	01/01/02	Standby	\$ 5.50	/HR
Gloria, Thomas R.	Juv Probation (056)	Resignation	01/02/02	N/A	\$ 958.33	S/M
Kilman, Linda S.	Juv Probation (056)	Resignation	09/01/01	P/T	\$ 10.00	/HR
McCarty, Raymond M.	Sheriff	Retirement	12/31/01	19/10	\$1205.07	S/M
Gaitan, A. Dan	CRTC (235)	Resignation	12/15/01	N/A	\$ 773.97	S/M
Elkins, Marcus B.	CSCD (218)	Salary Increase	12/16/01	N/A	\$1078.38	S/M
Landry, Benjamin A.	CSCD (218)	New Hire	01/03/02	N/A	\$ 997.04	S/M

- D. Accepted the Extension Service Monthly Schedule of Travel as a matter of record. (Recorded with these minutes)
- E. Approved the Investment Policy for 2002 as presented. (Recorded with these minutes)
- F. Approved Notice from Verizon for service line starting at 23 feet West of the intersection with Deer valley Drive on Burma Road in the North row to directly bury in the Southerly direction for 9feet, then bore and push a 2 inch GT80 for 41 feet, then directly bury for 10 feet to end at this point. All to be a minimum of 30 inches in depth.

G. Set February 5, 2002, as the opening date for RFB 02-001 “Vibrating Compactor/Roller”.

**All voted in favor.**

As a matter of record, Dianna Spieker, County Treasurer, reported to the Court that on November 16<sup>th</sup>, 2001, she was elected to participate as one of a seven member state wide member of the Board of Trustees of the Texas Class MBIA Investment Firm with no salary involved.

**8. There was no action on any matters discussed in executive session.**

**9.** Herb Straach, Templeton Construction, reported to the Court that the remainder of the demolition in Phase 2-B and everything is extremely dusty. Clearing out metal pipes and replacing with PVC pipe. Demolition should be completed next week and then painting will be resumed in Phase 3 after the dust settles. He also reported that the project is within budget.

**10.** Don Killam reported that the stand-by generator at the Sheriff’s radio tower had locked up, so at present, there is a loaned back-up generator on site. He reported that the same size generator (4KW) is no longer available and the type available is much larger than the locked up one. He presented several options to the Court.

Propane-----4 to 5 week delivery-----\$12,100.00-----20 KW

Diesel-----1 to 2 week delivery-----\$15,890.45-----20 KW

He proposed that a 3 wire generator be installed in order to have a signal light that notifies of a problem, instead of a 2 wire generator with no signal which caused the problem after the lightening strike created the existing problem. The Court asked for additional research of sources and prices before making a purchase.

**There was no action taken by the Court.**

**11.** Regarding the Lease Agreement with Wells Fargo Bank for ATM property is not ready for action, so is tabled until ready to proceed.

**12.** Jacque Anderson, of the Water Valley Cemetery Association, explained to the Court that there are now two cemeteries, adjacent to each other, in Water Valley and the Resolution sets out and renames the “Water Valley Cemetery” to the “Water Valley Pioneer Cemetery” and modifies the Advisory Board.

**Commissioner Weeks moved that the Court approve the Water Valley Cemetery Resolution . Motion was seconded by Commissioner Friend and all voted in favor.**  
(Recorded with these minutes)

**13.** Rita Cardenas and David Hodges explained to the Court that the YMCA is in the process of building a new YMCA, in the same general area, that will include an indoor pool and will provide more complete services for families including those needing water therapy. The cost will be around 4.8 million and as of this date they have raised 3.7 million to date and are working to raise the 1.1 million .

**Judge Brown moved to approve the YMCA of San Angelo Proclamation declaring January 20<sup>th</sup> through January 26<sup>th</sup>, 2002 as YMCA Week. Motion was seconded by Commissioner Friend and all voted in favor.**

**14.** Margaret “Molly” Taylor, Election’s Administrator, explained that one of the changes in polling places was moving from College Hills back to Trinity Lutheran Church due to the line change. She also explained that there had been numerous changes in the Judges and Alternates and would probably be others due to the combined precincts.

**Commissioner Weeks moved to approve the Amended Order Designating Consolidated Polling Places and the Order Amending Appointment of Election Judges and Alternates. Commissioner Friend seconded the motion and all voted in favor.**

**15.** District Attorney, Steve Lupton, explained to the Court that the Domestic violence laws had changed from two prior misdemeanor domestic violence convictions to only one prior conviction , then becomes a felony offence, which has created an even greater need for the Domestic Violence Unit in the District Attorney’s offices. The unit operates with 2 VAVA (Violence Against Women Act) Grants and 1 VOCA (Victims Of Crime Act) Grant. Through these 3 grants \$185,000.00 worth of services are provided and of this amount the County provides \$37,000.00.

**Judge Brown moved to approve the Resolutions Authorizing the District Attorney to Apply to the Office of the Governor, Criminal Justice Division for Grant funding**

**Felony Family Violence Prosecution Unit. Commissioner Bookter seconded the motion and all voted in favor. (Recorded with these minutes)**

**16. Judge Brown moved to enter an Agreement Between Texas Tech University Health Sciences Center & Tom Green County. Commissioner Weeks seconded the motion and all voted in favor.**

**17. Gene Bell explained to the Court that the Tom Green County Rural Fire Prevention District # 1 was made up of the Grape Creek, Carlsbad and Quail Valley Volunteer Fire Departments. He also explained that he is not a member of any Volunteer Department.**

**Judge Brown moved for the appointment of Ben Sargent, W.A. Bristow, and Bill Murphy to each serve a 3 year term ; Gene Bell and Joe Rutherford to each serve a 2 year term as Fire Commissioners for the Tom Green County Rural Fire Prevention District #1. Commissioner Weeks seconded the motion and all voted in favor.**

**18. Joe Lane , Information Technology Director, explained to the Court that he has worked out an agreement with the Dell Corporation which will give the County Premier Customer status which allows up to a 20% discount off of state cost which will allow us to replace more old units. He has also secured an agreement which will allow the employees to purchase equipment at a 10% discount from the employee's web site. He has replaced 2 old network servers and is currently working with Department heads to replace older units in the County offices. He is working with the Justices of the Peace to replace their old units by utilizing their technology fund monies. With this years budget, 50 to 60 old units can possibly be replaced. The wide-area wireless network is having some problems and he is working with the Justices of the Peace to correct this. He will check into a lease/purchase plan instead of outright purchase to see if this would allow more equipment. Department is running well.**

**19. 2. Commissioner Bookter moved to award RFB 01-035 "State Grade & Rock Base" to CSA Materials Inc. with the exception of untreated state grade #4 & #5 which has previously been awarded. Commissioner Friend seconded the motion and all voted in favor.**

**3. Commissioner Easingwood moved to award RFB 01-036 "1 Ton Crew Cab Diesel PU" to Jim Bass Ford , San Angelo, in the amount of \$25,651.00 for the Extension office. Commissioner Friend seconded the motion and all voted in favor.**

**4. Commissioner Friend moved to award RFB 01-037 "1 or more 5/6 yard Dump Truck" to Hughes Truck Center of Tye, TX at a cost of \$47,744.00. Commissioner Weeks seconded the motion and all voted in favor.**

**5. Commissioner Weeks moved to award RFB 01-038 "1 or more Extended cab ¾ ton PU" to Jim Bass Ford, San Angelo, in the amount of \$19,556.00. Commissioner Friend seconded the motion and all voted in favor.**

**6. RFB 01-039 "1 or more 1 ton Extended Cab & Chassis" was tabled.**

**1. Commissioner Weeks moved to award RFB 01-034 "Add box Culvert to Flat Slab Bridge" to Seidel & Co. at a price of \$44,500.00. Commissioner Bookter seconded the motion and all voted in favor.**

**20. The following new appointments were made and continuations to Tom Green County Standing Committees for the Court:**

**Commissioner Friend ----Loss Control---- Insurance----Metropolitan Planning--  
-Housing Finance**

**Alternate---Solid Waste ---COG**

**Commissioner Bookter----- Jail-----Solid Waste ----Housing Finance-----  
Personnel Policy Study Committee -----Insurance -----COG**

**Commissioner Weeks ---- Computer Advisory Committee----- Investment  
Advisory**

**Commissioner Easingwood -----Office Space Allocation ----Housing Finance**

**Judge Brown -----Computer Advisory Committee-----Investment Advisory----  
Jail -----Space Allocation ----Housing Finance----COG**

- 21. Judge Brown moved to designate any Independent School District within Tom Green County, any building designated for the San Angelo City Council, or any County building. Commissioner Weeks seconded the motion and all voted in favor.**
- 22. Judge Brown moved to approve the Interlocal Agreement for membership with the County Information Resources Agency (CIRA) . Commissioner Friend seconded the motion and all voted in favor.**
- 23. Commissioner Easingwood moved to continue participation with Texas Association of Counties (TAC) and pay the appropriate dues as population guidelines dictate and authorize Judge Brown to sign all necessary documentation and put in the line item transfer to offset the increase. Judge Brown seconded the motion and all voted in favor.**

**Judge Brown moved to approve payment of Voluntary Leadership Foundation Assessment dues in the amount \$750.00 for membership in 2002. Motion was seconded by Commissioner Friend and all voted in favor.**

24. Planning for the ETJ Platting options were discussed. Commissioners Bookter and Weeks will have discussion with David Thurbon , from the City of San Angelo Planning, to discuss the ETJ lines or possibly to have a joint special session.
- 25. Judge Brown moved that we change the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations to reflect the Attorney Generals Opinion relating to the cost of publication for replatting a subdivision. Motion was seconded by Commissioner Weeks and all voted in favor.**
26. There were no line item transfers.

### **Future Agenda Items:**

1. Consider Grievance Committee and determination of method
2. Consent : Consider exemption to 232.001; Partition of 8089 Duckworth Road.
3. Consider ATM Contract
4. Report on Roy K. Robb Post Adjudication Center

### **Announcement:**

1. Molly Taylor's office is hosting the Texas Association of County Election Administrators on January 18, 2001 at the Hawthorne Suites Meeting Rooms.
2. Thank you to the media for the information that went out regarding the Disaster Relief Loans.
3. Johnny Grimaldo, Purchasing Director, Father died and funeral today at 1:00.
4. Ed Joiner, Constable Precinct 4, is still in ICU at Shannon.
5. County Chile Cook-off will be Wednesday, January 23, 2002 for the County Employees.

**Meeting was adjourned at 10:50 AM**

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Michael D. Brown, County Judge

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Elizabeth McGill, County Clerk and Ex-officio Clerk  
Of the Commissioners' Court

Judge Brown ---Computer Advisory Committee---Investment Advisory---  
Jail ---Space Allocation ---Housing Finance---COG

21. Judge Brown moved to designate the location of the Commissioners' Court meetings to be held at any Independent School District within Tom Green County, any building designated for the San Angelo City Council, or any County building. Commissioner Weeks seconded the motion and all voted in favor.
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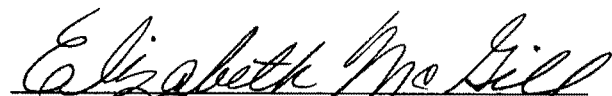
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Michael D. Brown, County Judge

  
Elizabeth McGill, County Clerk and Ex-officio Clerk  
Of the Commissioners' Court

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

<b>NAME:</b> Marvin Ensor <b>COUNTY:</b> Tom Green	<b>TITLE:</b> CEA - Ag <b>MONTH:</b> November 2001
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DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1-2	Character Building with Livestock Project Comm. Mtg-Brownwood	259		
5	Annual Leave			
6-8	Attended Cotton Ginners Symposium; Scott, Mississippi	267		
9	Office Management			
10	Assisted with Showmanship Clinic	34		
12	Holiday			
13	Ag Marketing Club Meeting - Wall	42		
14	Supervised 4-H Projects	234		
15	Hauled 4-H Livestock Projects to Veterinarian-Big Springs	221		
16	Worked on TGC Jr. Livestock Show Awards	15		
19	Major Show Entry Sign up			
20	Office Management			
21	State 4-H/FFA Swine Validation- Wall	41		
22-23	Holiday			
26	Premium Auction Committee Meeting	38		
27	Worked on outcome Programs Survey			
28	Completed Major Livestock Show entries			
29	EPC Annual Meeting	26		
30	Complete Major Livestock Show entries			
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1177	0	0

Other expenses (list) \_\_\_\_\_

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Marc Tucker  
COUNTY: Tom Green

TITLE: Assistant CEA-Ag  
MONTH: November 2001

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
11-1	4-H Livestock project visits	65		
11-5	Tom Green County Council and Adult Leaders Meeting	28		
11-6	Data collection for Pasture to Packer program	25		
11-7	Swine/Goat project visits	85		
11-8	Meet with San Angelo Stockshow and Cultural Arts representatives	30		
11-9	Set up for the Multi-county goat clinic	30		
11-10	Multi-county goat clinic	30		
11-13	4-H swine project visit	44		
11-15	Partial presentation of Pasture to Packer program to ASU faculty	20		
11-16	San Angelo calf scramble forms/set up for 4-H roping/purchase awards	60		
11-19	Major Stockshow sign-up/TTVN scholarship training	45		
11-26	Premium auction committee/Executive Board Luncheon	48		
11-29	EPC annual meeting			

GRAND TOTAL OF MILEAGE, MEALS & LODGING

510 0 0

Other expenses (list) \_\_\_\_\_

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DATE: November 2001

NAME: Marc Tucker

CURRENT MONTHS CONTACTS

TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
82	88	226	3	1
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
0	1	4	6	412

MAJOR PLANS FOR NEXT MONTH: December 2001

DATE	ACTIVITY
12-3	Old Timers Luncheon/County Council and Adult Leaders Association meeting
12-4	Swine project visits
12-5	4-H livestock project visits
12-6	County Pecan Show
12-10	Regional Pecan Show
12-11	4-H livestock project visits/Multi-county record book training
12-12	Twin Mtn. 4-H club meeting/Veribest 4-H club meeting
12-13	Leadership San Angelo program
12-17	District 7 4-H program development committee teleconference
12-18	Commissioner's Court information event
12-19	4-H and Youth Development Committee and Point Sheet Task Force



TEXAS AGRICULTURAL EXTENSION SERVICE  
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Kelly L. Ahrens

TITLE: CEA-FCS

COUNTY: Tom Green

MONTH: November 2001

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
11/01	La Esperanza Clinic, Office errands	15		
11/02	Nutrition Quiz Bowl Practice, Wall	42		
11/05	Texas Workforce Center, Nutrition Quiz Bowl Practice	10		
11/06	Veribest EEA, Women's Forum Program	35		
11/07	EEA Council, WALMART, District Office	27		
11/08	Grape Creek EEA, Fort Concho Meeting	32		
11/09	Nutrition Quiz Bowl, School House Supply	10		
11/10	Nutrition Quiz Bowl Contest - MIR Center	16		
11/12	Raegan Elementary	6		
13-15	SALE-LE- College Station	600		
11/16	Wall, Program Supplies	55		
11/17	District Food Show - Abilene	205		
11/19	St. Ambrose Alter Society Meeting/Program	39		
11/20	Concho Valley Home for Girls	10		
11/26	Fort Concho Meeting	6		
11/27	Concho Valley Home for Girls	10		
11/29	FCS Committee Meeting, EPC Annual Meeting	10		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1128	0	0

Other expenses (list) \_\_\_\_\_

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

DATE: December 4, 2001		NAME: Kelly L. Ahrens		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
55	64	211	1=80,000	6=532
RADIO	TELEVISION	Mail/E-mail	PROGRAMS	TOTAL
		12	17=166	80,874

MAJOR PLANS FOR NEXT MONTH: December 2001	
DATE	ACTIVITY
12/03	BLT TTVN - District Office
12/04	District EEA Training - Robert Lee
12/05	Diabetes..Keep It In Check Training, Fort Concho Meeting
12/06	Diabetes.. Keep It In Check Training, EEA Christmas Program- Christoval, Fort Concho
12/07	Fort Concho- Christmas at Old Fort Concho
12/08	Fort Concho "
12/09	Fort Concho "
12/11	TWC Nutrition Program, Wall EEA
12/13	Fort Concho - Christmas at Old Fort Concho Wrap-Up Meeting
12/18	TWC Nutrition Program, Meet & Greet - Commissioners Court
12/20	Parenting Workshop - District Office

## MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: John E. Begnaud	TITLE: CEA - Hort.
COUNTY: Tom Green	MONTH: November

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1, 15, 29	Television Programming	67		
1, 13, 23	Seed Collection; Texas Forest Service	245		
26	Landscape Help Sessions	26		
13, 16, 26	Pecan Crop Evaluation & Marketing	215		
14, 15 16	Home Visits	139		
20	Certified applicator Training - Eldorado	87		
26, 27, 30	Pecan shows- Preparation & Judging	460		
28, 29	Extension Annual Meeting & Preparation	48		
<b>GRAND TOTAL OF MILEAGE, MEALS &amp; LODGING</b>		<b>1287</b>	<b>0</b>	<b>0</b>

Other expenses (list) \_\_\_\_\_

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

**INVESTMENT POLICY**  
**TOM GREEN COUNTY, TEXAS**  
For the year beginning January 1, 2002

**I. Investment Scope**

**General Statement**

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy.

**Funds Included**

This investment policy applies to all financial assets of all funds of the County of Tom Green, Texas at the present time and any funds to be created in the future, and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Tom Green County and any depository bank.

**II. Investment Objectives**

**General Statement**

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners' Court resolution in accordance with 2256.005(d).

**Safety**

The County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction.

**Liquidity**

The County's investment portfolio must be structured in conformity with an asset/liability management plan (mmp) which provides for liquidity necessary to pay obligations as they become due, utilizing investment instruments, the final maturity of which, is one (1) year or less unless approved in advance by the Investment Advisory Committee.

**Diversification**

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in specific maturities, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for safety of principal, stability of income and reasonable liquidity prior to maturity.

## **Yield**

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and all state and federal law governing investment of public funds.

## **Maturity**

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the maximum rate of return consistent with liquidity requirements. When the County has funds that will not be needed to meet current-year obligations, maximum restraints will be imposed based upon the investment strategy for each fund.

## **Quality and Capability of Investment Management**

It is the County's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Investment Officer and other members of the Investment Advisory Committee through courses and seminars offered by professional organizations and associations in order to insure the quality, capability, professional expertise and timeliness of the County Investment Officer and other members of the Investment Advisory Committee in making investment decisions.

# **III. Investment Responsibility and Control**

## **Investment Advisory Committee**

It is further the purpose of this policy to establish an Investment Advisory Committee comprised of five (5) members. Those members being the County Judge, the County Treasurer, the County Auditor and one Commissioner alternating on an biannual basis beginning with the precinct one Commissioner and followed by the Commissioners' of precincts 2, 3, and 4 and then repeating. The fifth member of the Investment Advisory Committee shall serve a minimum one calendar year term, and shall be a qualified citizen with experience in investment management suggested by the four County officials of the committee and approved by the Commissioners' Court. The Investment Advisory Committee derives its authority and responsibility from the Commissioners' Court. It will be the responsibility of the committee to oversee the investment of the County's funds and those proprietary and fiduciary funds that Tom Green County has the responsibility and authority to invest.

## **County's Investment Officer**

In accordance with sec.116.112(a), Local Government Code and/or Government Code Chapter 2256, the County Investment Officer under the supervision of the Tom Green County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment of the county, the Investment Officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.005(i).

## **Liability of Investment Officer**

In accordance with sec. 113.005, Local Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited. If the Investment Officer is other than the County Treasurer, that person must be fully bonded.

## **IV. Investment Reporting**

### **Regular Reports**

In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the Tom Green County Commissioners' Court a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

A. The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
  - b. beginning market value for the reporting period;
  - c. additions and changes to the market value during the period;
  - d. ending market value for the period; and
  - e. fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
  - a. the investment strategy expressed in the agency's or local government's investment policy; and
  - b. relevant provisions of this chapter.
- (9) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.
- (10) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

## **Annual report**

Annually, the County Investment Officer will prepare a written fiscal year report concerning the County's investment transactions for the preceding year and describing in detail the investment position of all of the funds for which the County has the investment authority and responsibility as of the date of the report.

## **Notification of investment changes**

It shall be the duty of the County Investment Officer of Tom Green County, Texas to notify the Tom Green County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## **V. Investment Types**

### **Authorized**

The County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law (Government Code, Chapter 2256):

- A. Except as provided by Government Code 2256.009, the following are authorized investments:
  - 1. obligations of the United States or its agencies and instrumentality's;
  - 2. direct obligations of the state of Texas or its agencies and instrumentalities;
  - 3. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the state of Texas or the United States or their respective agencies and instrumentalities;
  - 4. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
- B. Certificates of deposit if issued by state and/or national banks domiciled in this state or a savings and loan association domiciled in this state and is (Government Code 2256.010):
  - 1. guaranteed or insured by the federal deposit insurance corporation, or its successor; and
  - 2. secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(a) of the Public Funds Investment act.
- C. A fully collateralized direct repurchase agreements as defined in the Public Funds Investment Act, if it (Government Code 2256.011):
  - 1. has a defined termination date;
  - 2. is secured by obligations described by Section 2256.009(a)(1) of the Public Funds Investment Act; and
  - 3. requires the securities being purchased by the County to be pledged to the County, held in the County's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county.

- D. A prime domestic bankers' acceptance if it (Government Code 2256.012):
1. has a stated maturity of 270 days or less from the date of its issuance;
  2. will be, in accordance with its terms, liquidated in full at maturity;
  3. is eligible for collateral for borrowing from a Federal Reserve Bank; and
  4. is accepted by a bank organized and existing under the laws of the United States or any state, the short-term obligations of which (or of a bank holding company of which the bank is the largest subsidiary) are rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency.
- E. Commercial paper is an authorized investment if the commercial paper (Government Code 2256.013):
1. has a stated maturity of 270 days or less from the date of its issuance
  2. is rated not less than A-1, P-1, or the equivalent rating by at least:
    - a. two nationally recognized credit rating agency; or
    - b. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof.
- F. Mutual funds and money market mutual funds with limitations described below (Government Code 2256.014):
1. A no-load money market mutual fund is authorized if it:
    - a. is regulated by the Securities and Exchange Commission;
    - b. has a dollar-weighted average stated portfolio maturity of 90 days or less;
    - c. included in its investment objectives the maintenance of a stable net asset value of \$1 for each share.
  2. A no-load mutual fund is authorized if it:
    - a. is registered with the Securities and Exchange Commission;
    - b. has an average weighted portfolio maturity of less than 2 years;
    - c. is invested exclusively in obligations approved by this subchapter;
    - d. is continuously rated as to investment quality by at least one nationally recognized investment rating firm or not less than AAA or its equivalent; and
    - e. conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.
  3. Relative to mutual funds and money market mutual funds, the county may not:
    - a. invest in the aggregate more than 80% of Tom Green County's monthly average fund balance, excluding bond proceeds, reserves and other funds held for debt service, in money market mutual funds or mutual funds, either separately or collectively;
    - b. invest in the aggregate more than 15 percent of its monthly average fund balance excluding bond proceeds, reserves and other funds held for debt service, in mutual funds; or
    - c. invest any portion of bond proceeds, reserves and funds held for debt service in mutual funds; or
    - d. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund or money market mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund or money market mutual fund.



G. Eligible investment pools (as discussed in the Public Funds Investment Act, Government Code Section 2256.016-2256.019) if the Commissioner' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. A county, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

H. In addition to investment in obligations, certificates, or agreements authorized herein, bond proceeds of the County, may be invested in common trust funds or comparable investment devices owned or administered by banks domiciled in this state and whose assets consist exclusively of all or a combination of the obligations authorized herein. Common trust funds of banks domiciled in this state may be used if allowed under applicable federal regulations governing the investment of bond proceeds; and meet the cash flow requirements and the investment needs of the County. Competitive, written bids for common trust fund investments must be solicited initially from at least three banks in Tom Green County. If there are not three banks available for the investments within Tom Green County, the County may solicit such bids from any bank within the state in addition to those banks, if any that are located within the boundaries of the County.

I.

#### **Prohibited**

The Tom Green County Investment Officer has no authority to purchase and is prohibited from purchasing any of the following investment instruments which are strictly prohibited:

- A. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- C. collateralized mortgage obligations.

### **VI. Investment Responsibility and Control**

#### **Investment Institutions Defined**

The Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current depository bank contract:

- A. depository bank;
- B. other state or national banks domiciled in Texas that are insured by FDIC;
- C. public funds investment pool; or
- D. primary government securities brokers and dealers.

#### **Qualifications for Approval of Broker/Dealers**

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The registered principal of the business

organization seeking to sell an authorized investment shall execute a written instrument (Attachment "A") substantially to the effect that the registered principal has:

- A. received and thoroughly reviewed the investment policy of the County; and
- B. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization

The Investment Officer may not purchase any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Section 2256.005(l).

The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with Tom Green County.

### **Standards of Operation**

The County Investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

### **Delivery Vs. Payment**

It will be the policy of the County that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery Vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

### **Audit control**

The County Investment Officer will establish liaison with the Tom Green County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

The County Investment Officer is subject to audit by the Tom Green County Auditor. In addition, it is the policy of the Tom Green County Commissioners' Court, at a minimum to have an annual audit of all County funds, investments and investment procedures by an independent auditing firm. The County Investment Officer and the County's investment procedures shall be subject to an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005(m).

### **Standard of Care**

A, In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

- B, In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:
- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
  - (2) whether the investment decision was consistent with the written investment policy of the entity.

## **VII. Investment Collateral and Safekeeping**

### **Collateral or Insurance**

The Investment Officer shall insure that all County funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

- A. FDIC insurance coverage;
- B. obligations of the United States or its agencies and instrumentalities;
- C. direct obligations of the state of Texas or its agencies;
- D. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the state of Texas or the United States or its agencies and instrumentalities;
- E. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent; or
- F. any other manner allowed Government Code Chapter 2257 (Public Funds Collateral Act).

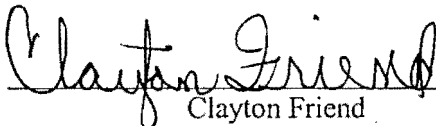
### **Safekeeping**

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank. All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the depository bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve bank..

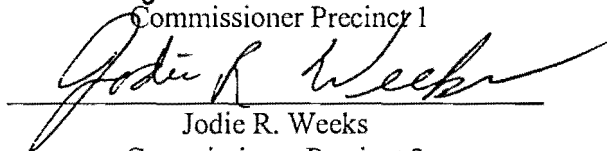
Approved by the Commissioners' Court of Tom Green County this  
8<sup>th</sup> day of January, 2002.



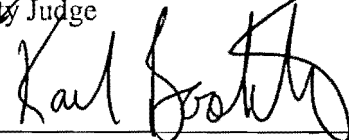
Michael D. Brown, County Judge



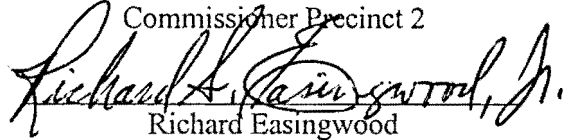
Clayton Friend  
Commissioner Precinct 1



Jodie R. Weeks  
Commissioner Precinct 3



Karl Bookter  
Commissioner Precinct 2



Richard Easingwood  
Commissioner Precinct 4

**TOM GREEN COUNTY - FUND INVESTMENT STRATEGY 2002**  
*ATTACHED TO AND MADE A PART OF THE TOM GREEN COUNTY INVESTMENT POLICY*

**GENERAL FUNDS** - Accounts for all financial resources traditionally associated with government which are not required legally to be accounted for in another fund. Shall be invested to insure funds are available to meet operating demands.

**SPECIAL REVENUE FUNDS** - Accounts that are legally restricted to expenditure for a particular purpose. Usually grant funds under the direction of a certain department. Maturity no longer than twelve (12) months except on special projects for which the department can provide cash flow projections.

**DEBT SERVICE FUNDS** - Accumulated for payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in same manner for payment. Invested to meet obligation payments on 2/1 and 8/1 each year.

**CAPITAL PROJECT FUNDS** - Acquisition and construction of major capital facilities. Invested to meet needs over the length of the project. Based on cash flow projections provided by the appropriate entity.

**TRUST AND AGENCY FUNDS** - Assets held by the County in a fiduciary capacity for other governmental entities. If invested, such funds shall be invested to insure funds are available when reports and funds are disbursed..

**SURPLUS FUNDS** - funds not expended during a budget year. Shall be maintained and accounted for using generally accepted accounting principles. May be used to increase yields to defer taxes.

**TAX ASSESSOR/COLLECTOR** - Funds that are collected for the state and county. Tom Green County tax funds are collected and invested until the receipts are balanced or as soon as practical. Maturities range from over-night or until needed. Funds collected and invested for the state shall have a maturity of no longer than thirty-four days.

**COUNTY CLERK TRUST FUNDS** - Funds that are deposited in the registry of the County Courts and the Commissioners' Court. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Shall provide for immediate liquidity except when ordered invested with a longer maturity by the Court.

**DISTRICT CLERK TRUST FUNDS** - Funds that are deposited in the registry of the Districts Courts. Usually invested in a pooled fund, no-load money market mutual fund, insured certificates of deposit, savings accounts and money market checking accounts. Need immediate liquidity except when ordered invested with a longer maturity by the Court.

Tom Green County  
Certification

I hereby certify that I have personally read and understand the investment policy of Tom Green County, Texas, and have implemented reasonable procedures and controls designed to fulfill said policy's objectives and conditions. Transactions between this firm and Tom Green County will at all times reflect due concern for the preclusion of imprudent investment activities.

All sales personnel of this firm dealing with Tom Green County's account have been informed of the County's investment horizons, limitations, strategies, and risk constraints. Sales personnel will be updated on these guidelines whenever material changes to the County's policy are communicated to our by Tom Green County Investment Officer.

This firm will notify Tom Green County immediately by phone and in writing in the event of a material adverse change in our financial condition. This firm pledges to exercise due diligence in informing Tom Green County of all foreseeable risks associated with financial transactions conducted with our firm.

Firm: \_\_\_\_\_

Registered Principal: \_\_\_\_\_

Dealer Registration Number: \_\_\_\_\_

Title: \_\_\_\_\_

Signature / Date: \_\_\_\_\_

\*\*\*\*\*

I, Dianna Spieker, have provided Tom Green County's policies and copies of the Texas Government Code Title 10 Chapter 2256 which regulates public funds investments with \_\_\_\_\_ (name) of \_\_\_\_\_ (firm) and will maintain this agreement on file.

\_\_\_\_\_  
Dianna Spieker, Tom Green County Treasurer  
Tom Green County Investment Officer

Date: \_\_\_\_\_ 1/7/02 5:42 PM

## Tom Green Co. Investment Committee Committee & Member Responsibilities

County Judge

- Chair all scheduled meetings of Committee
- Provide legal interpretations, as needed, for the investment process and updating of Investment Policy
- In the absence of the County Judge, the Investment Officer shall chair meetings
- Take lead in the education of new Committee members, with particular emphasis on County's Investment history and future goals

Auditor

- Act as recording secretary for all Committee meetings
- Generate monthly summary of securities valuations
- Provide required input as educational assistance to new Committee members

Treasurer  
(Co. Investment  
Officer)

- Prepare and present Annual Investment Report; first to the Committee, then to the Comm. Court
- Execute specific security purchase procedures:
  1. Make & fax dealer offer sheets (appendix)
  2. Confirm fax receipt by telephone
  3. Confirm offers & transaction details
  4. Notify custodian of transaction details
  5. After settlement, submit folder for audit
- Provide required input as educational assistance to new Committee members.

General  
Committee

- Decide upon reinvestment of excess liquidity
- Review & update County's Investment Policy Annually (January meeting).
- Meet within two weeks after each quarter-end
- Adhere to investment purchase procedures;
  1. Convene to evaluate & resolve targets
  2. Re-convene within two days to decide upon Offerings; report buys to dealers within 1 hour

## **Tom Green Co. Investment Committee Committee & Member Responsibilities – Page 2**

Citizen Member

- Draw upon finance-related background to provide technical investment input to Committee
- Assist Treasurer in cultivating and maintaining brokerage relationships
- Provide input into portfolio valuation and reporting processes
- Act as an investment education resource for new Committee members





*Dianna Spieker CCT, CIO*

*Certified County Treasurer (CCT)*

*Certified Investment Officer (CIO)*

*Tom Green County Treasurer*

*113 W Beauregard*

*San Angelo, TX 76903*

*(915) 659-3263 (915) 659-6440 (fax)*

*Email dianna.spieker@co.tom-green.tx.us*

January 4, 2002

Members of Tom Green County Commissioners' Court  
Members of Tom Green County Investment Committee  
Texas Ethics Commission

Ref: Disclosure under the PFIA

Ladies and Gentlemen:

As County Treasurer for Tom Green County, I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with Tom Green County, in compliance with the PFIA and with the Tom Green County Investment Policy.

On November 16<sup>th</sup>, 2001 I was elected by the "Participants of the Texas CLASS MBIA Investment Firm" to be a member of the Board of Trustees of Texas CLASS.

My term tentatively begins in February of 2002 and ends December 2003. I will not receive any payment for services as a Trustee. I may be reimbursed for travel expenses incurred during travel to any meetings of the Board.

This position will not influence the way TGC currently does business with said firm.

Sincerely,

Dianna Spieker  
Tom Green County Treasurer  
Investment Officer

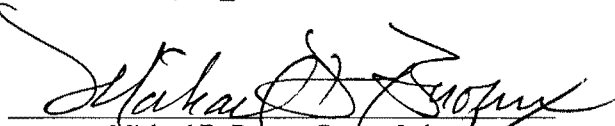
## RESOLUTION

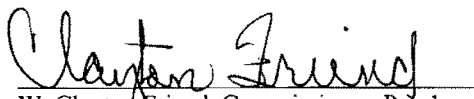
- WHEREAS,** In 1930 Mr. and Mrs. D. M. Arnold donated an acre of land to the County Judge of Tom green county and his successors in office of the County of Tom Green, State of Texas for the purpose and use stated as a graveyard for the Water Valley Community, and
- WHEREAS,** In 1945 Mr. And Mrs. W. S. Armstrong donated as adjoining acre to the previous acre of the Water Valley Cemetery, and
- WHEREAS,** In 2000 Bill V. Davis donated by Quit Claim Deed 1.341 acres, more or less, adjoining the first two acres to the Water Valley Cemetery Association to clear a survey he had conducted on his property, and
- WHEREAS** On January 24, 1994, the Tom Green County Commissioners' Court approved the appointment of an Advisory Board for the Water Valley Cemetery and Mary Lou McBride was named Chairman of the Board, and
- WHEREAS,** On June 20, 2001, Mary Lou McBride passed away, and the remaining Water Valley Cemetery Board members Jacque Anderson, Larry Norris, and alternate members Wade Demere, Jerry Bannister, Peggy Barnett, and Ramona Davis elected Peggy Barnett to serve as Chairman, Jacque Anderson as Secretary, and Larry Norris as Treasurer of the Advisory Board and Wade Demere, Jerry Bannister, and Ramona Davis as Alternate Members, and
- WHEREAS,** To promote cohesion among all members and for the betterment of the Water Valley Cemetery, the Advisory Board is presenting the attached updated copies of:
1. *Bylaws of Advisory Board for the Tom Green County, Water Valley Cemetery*
  2. *Manual for General Use by the Advisory Board.*
- The attachments include a new Advisory Board of five (5) members to be selected from above named Advisory Board and the Alternate Advisory Board. There will be no alternate Board after the new selection.
- The Water Valley Cemetery will be named the Water Valley Pioneer Cemetery.
- The Advisory Board will govern by the rules and regulations according to Vernon's Texas Codes Annotated, Health and Safety Codes, as adapted for the cemetery.


**NOW THEREFORE BE IT RESOLVED,** that the Commissioners' Court of Tom Green County, Texas recognize that the following attached copies be approved for the Water Valley Cemetery Advisory Board.

1. *Bylaws of Advisory Board for the Tom Green County, Water Valley Cemetery.*
2. *Manual for General Use by the Advisory Board.*


**PASSED AND APPROVED** by TOM GREEN COUNTY COMMISSIONERS' COURT IN TOM GREEN COUNTY, TEXAS, ON THIS THE ~~30<sup>TH</sup>~~ <sup>9<sup>TH</sup></sup> DAY OF JANUARY, 200~~1~~.

  
Michael D. Brown, County Judge

  
W. Clayton Friend, Commissioner, Pct. 1

  
Karl W. Bookter, Commissioner, Pct. 2

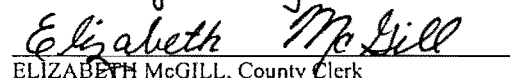
  
Jodie R. Weeks, Commissioner, Pct 3

  
Richard S. Easingwood, Jr., Commissioner, Pct. 4

**ATTEST:**

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; W. Clayton Friend, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Jodie R. Weeks, Commissioners, Pct 3; and Richard S. Easingwood, Jr., Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated. Subscribed and acknowledged before me by the said County Officials, on this the 9<sup>TH</sup> day of January, 200~~1~~.

Attest:

  
ELIZABETH MCGILL, County Clerk  
Tom Green County, Texas

BYLAWS OF THE ADVISORY BOARD FOR THE TOM GREEN  
COUNTY, WATER VALLEY CEMETERY

ARTICLE I--NAME AND OFFICE

The name of the cemetery will be Water Valley Pioneer Cemetery. The initial office of the Board shall be at the Annex building of the Water Valley United Methodist Church. The mailing address will be--Water Valley Pioneer Cemetery  
P.O. Box 31, Water Valley, Texas. 76958

ARTICLE II--ORGANIZATION

Recognizing that all the previous meetings called by and attended by the Advisory Board are true and Correct. All Decisions made in prior year's stand as stated in the minutes of the meetings. However, we also recognize the need to change the entire Board makeup for the betterment of the Water Valley Pioneer Cemetery. All rules and regulations that pertain to the organization of the Board may be changed with an amendment by majority vote of the members.

1. The Board will organize from the previous Board of Three(3) Advisory Board members plus Four(4) alternates for a total of Seven(7) members who served for life or resignation with the Tom Green County Court approval.

2. The new Advisory Board will have Five(5) members. The first members to serve will be from both the previously called Alternate Board and Advisory Board. The members will draw from numbers 1 through 5. The number drawn will be their term to serve and the time will be noted in January of each year to the Tom Green County Commissioners Court. The Beginning will be February 1 and the ending will be the last day of January. The member who goes off the Board may apply to come back on the Board the next year. During this new organization, any two members may exchange their time to serve by mutual consent. This exchange must take place before the next set meeting and duly noted on the minutes. The Secretary will be responsible to keep orderly records on time to serve.

3. Any citizen that has burial plots on record with the Pioneer Water Valley Cemetery or has lived at least 5 years in the boundaries set by the records of the Pioneer Water Valley Cemetery may apply to the Advisory Board to serve on the Board. A previous member may apply after 1 year off the Board. If a choice of applicants becomes necessary, the person who has shown an active working effort in the cemetery work will be chosen. Other criteria can be set by the Board and noted in the minutes. The Chairman will elect a committee of 1 or 2 members to present information in executive meeting. The secretary will keep an orderly record of all persons that apply to be on the Board. If a new member is chosen in the time frame before the regular approval in January by the Tom Green County Commissioners Court, they may attend all meetings set by the Advisory Board. They will voice their ideas on various issues; however, they will not be able to vote until approved by the Commissioners Court. Two people that are related through Consanguinity or Affinity (blood or marriage) within the first degree may not serve on the Board at the same time.

4. After the Board is organized an election will be held for office. In following years officers will be selected during the month preceding the resolution being presented to the Tom Green County Judge and Commissioners Court the last regular meeting of the Commissioners Court in the month of January. Officers will be Chairman--Vice-Chairman--Secretary Treasurer. DUTIES OF THE OFFICERS--THE CHAIRMAN shall call all meetings and preside at all meetings of the Advisory Board. He/She shall perform any and all other duties entrusted to him by the Advisory Board. He/She will be one of three signatures for banking purposes. THE VICE-CHAIRMAN will preside in the absence of the Chairman. He/She will also preside in the absence of the secretary. He/She will also be one of the three signatures for banking purposes. SECRETARY-TREASURER shall keep the minutes of the Advisory Board and shall perform such other clerical duties as deemed necessary by the Board. In conjunction with the other Officers, shall be responsible for all funds. --(Continue page 2 of Bylaws of the Advisory Board)

PAGE 2 OF BYLAWS OF THE ADVISORY BOARD

CONTINUE SECRETARY TREASURER--He/She shall disburse all monies of the Board and provide financial statement at the annual meeting of the Advisory Board and other times as determined necessary by the Advisory Board. He/She will be one of the three signatures for banking purposes. All offices are subject to other duties as assigned. The signature of two (2) of the officers will be required on all checks written.

5. Duties and Powers. The business, property and affairs of the cemetery shall be managed by the Advisory Board. Subject to restrictions imposed by law, these by-Laws or the Tom Green County Judge and Commissioners Court, they may exercise fully any and all the powers of the Board. The Board, however, shall empower the officers of the Board to conduct the day-to-day business of the Water Valley Pioneer Cemetery.

6. Meetings. A regular meeting of the Advisory Board shall be held without other notice than this By-Law, immediately before or immediately after the Annual meeting, (near or during the month of October) and at the same place as regular meetings held. Other meetings of the Board shall be held at such times as the Board may from time to time determine.

Special meetings of the Advisory Board may be called by the Chairman at any time; and he must, upon the written request of any two members, call a special meeting to be held not more than seven (7) days after the receipt of such request.

Place of Meetings. All regular meetings of the Advisory Board shall be held at the same location as the members meeting or at such other place as the Chairman may direct.

Quorum. At any meeting of the Advisory Board, the presence of a majority of the Board shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a lesser number may adjourn the meeting to some further time, not more than seven (7) days later.

Voting. At all meetings of the Advisory Board, each member shall have one vote. The Chairman may choose to vote or abstain to break a tie vote.

Informal Action. Any action required to be taken at a meeting of the Advisory Board, may be taken without meeting if they consent in writing setting forth the action to be taken, and shall be signed by all the Advisory members entitled to vote with respect to the subject matter thereof.

Vacancies. Any vacancy occurring in the Board by death, resignation, or otherwise shall be filled promptly by a majority vote of the remaining members within thirty (30) days after the occurrence of the vacancy. The Advisory member thus chosen shall hold office for the unexpired term of his predecessor. If no applicant has signed for a place on the Board and the members of the Advisory Board cannot find a person, a person who has left the Board because of his/her term expiring may be selected.

Resignation. Any Advisory Member may resign his/her office at any time, such resignation to be made in writing and to take effect immediately without acceptance.

State of Purpose unnecessary. Neither the business to be transacted nor the purpose or purposes of any regular or special Board meeting need be specified in the notice or written waiver thereof. (To PG 3)

(SEE PAGE THREE (3) OF THE BYLAWS OF THE ADVISORY BOARD)

PAGE 3 OF BYLAWS OF THE ADVISORY BOARD

NUMBER, TITLES, AND TERMS OF OFFICE. The Officers of the Advisory Board shall be a Chairman, one or more Vice-Chairman (as determined by the Advisory Board), a Secretary, and such other officers as the Board may from time to time elect or appoint. Each officer shall hold office until his/her successor shall have been duly elected and qualified or until his death or until he shall resign or shall have been removed in the manner herein provided. The same person may hold any two offices, except the offices of Chairman and Secretary.

ELECTION. All officers of the cooperative shall be elected annually by the members at its regular meeting or at the first meeting held thereafter, or as soon after vacancies have come into existence as may be conveniently held. Any officer may succeed him/herself.

REMOVAL any officer or member elected or appointed by the members of the Advisory Board may be removed by same whenever in its judgment the best interests of the Water Valley Pioneer Cemetery would be served thereby, but such removal shall be without prejudice to the removed member/ Officer.

VACANCIES All vacancies in any office or member shall be filled promptly by the Advisory Board for the one expired term of the officer or member.

CHAIRMAN DUTIES AND POWERS. The Chairman shall be the chief executive officer of the Advisory Board, and, subject to the Tom Green County Judge and Commissioners Court, shall be in general charge of the properties and affairs of the Water Valley Pioneer Cemetery. He/She shall preside at all meetings of the members. He/She shall be one of two signers, with the Secretary, certificates, any deeds, mortgages, contracts, or other instruments which the Advisory Board has been authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the County Judge and Commissioners Court of Tom Green County, Texas to some other officer or agent of the Water Valley Pioneer Cemetery, or shall be required by law to be otherwise executed; and in general, he/she shall perform all duties incident to the office of Chairman and such other duties as may be prescribed from time to time, by the Tom Green County Judge and/or Commissioners Court of Tom Green County.

VICE-CHAIRMAN DUTIES AND POWERS Each Vice-Chairman shall have such powers and duties as may be assigned to him/her by the Advisory Board, and in the order of their seniority, shall exercise the powers of the President during that officer's absence or inability to act. Any actions taken by a Vice-Chairman in the performance of the duties of the Chairman shall be conclusive evidence of the absence or inability to act of the Chairman at the time such action was taken. The Vice-Chairman shall also take the duties of the Secretary in the absence of the Secretary. If an absence is in both offices, a member may be selected by the Vice-Chairman to take the minutes of the meeting, and both members shall sign the minutes after the meeting. He/She may be one of two signers on any checks written.

SECRETARY. THE SECRETARY SHALL.

(a) Keep the minutes of the Advisory Board and the Annual member meeting in one or more books provided for that purpose. (b) See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. (c) Be custodian of the Water Valley Pioneer Cemetery Records and of the seal of the Water Valley Pioneer Cemetery, if the By-Laws of this Board provide for a seal, and see that the seal of the Cemetery is affixed to all certificates of membership prior to the issue thereof and to all documents, execution of which on behalf of the Advisory Board is duly authorized in accordance with these By-Laws. (d) Keep a register of the Post Office address of each member and telephone number. (e) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chairman or the County Judge, and/or the Commissioners Court. He/She may be one of the two signers of any checks written. (Continue page 4 By-Laws)

PAGE 4 -BY-LAWS OF THE ADVISORY BOARD FOR THE TOM GREEN COUNTY, WATER VALLEY PIONEER CEMETERY

TREASURER duties of a Treasurer may be combined with the duties of the Chairman or/and Secretary or designated as one duty titled TREASURER. The Advisory Board may vote to add or delete this office. The duties for the Treasurer or to delegate to the Chairman and Secretary are as follows: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Board, receive and give receipts for moneys due and payable to Board from any source whatsoever, and deposit all such moneys in the name of the Water Valley Cemetery in such banks or other depositories as shall be selected by the Advisory Board, and he/she shall in general perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him/her by the Advisory Board. If required by the advisory Board or the Tom Green County Judge and County Commissioners Court, the Treasurer shall give a bond for the faithful performance of his duties in such sum and with such surety as the Board/ Court shall determine.

FISCAL YEAR

The fiscal year of the Advisory Board shall commence February 1 and end January 31 of each year, unless changed by the Advisory Board/or Tom Green County Judge and Commissioners Court.

AMENDMENTS OF BY-LAWS These By-Laws may be altered, amended, or repealed by the affirmative vote of a majority of the members present or entitled to vote at any annual meeting of the members or at any special meeting of the members: provided notice of the proposed alteration, amendment, or repeal is contained in the notice of such special meeting.

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#### ARTICLE III--PURPOSE OF THE BYLAWS OF THE ADVISORY BOARD

The Advisory Board of the Water Valley Pioneer Cemetery is created and organized by the County Judge and the Commissioners Court of Tom Green County, Texas. The Cemetery is organized for benevolent purposes. The purposes for which it is organized are set forth as follows:

(a) The Advisory Board is created and organized as a non-profit Board solely for the purpose of maintaining the graves of early settlers of Water Valley, Texas located in Tom Green County, Texas. This includes their descendants who are buried in the Water Valley Pioneer Cemetery, Tom Green County, Texas; and to preserve, erect and maintain such fences and walkways as may be necessary to such care; and to provide for the disposal of human bodies or human remains (cremations) by burial; such disposal to be in the Pioneer Cemetery of Tom Green County, Texas under the direction of the Advisory Board's officers and members; and for the operation and upkeep of the cemetery grounds in a perpetual state of repair in conjunction with the Tom Green County Parks department.

The Advisory Board is not permitted to engage in any business not necessarily incident to these purposes.

(b) The Cemetery's assets and earnings will be disposed of only in one or more of the following ways:

(1) For the ordinary and necessary expenses of operating, maintaining, and improving the cemetery;

(2) As payment for the acquisition of supplies for platting the cemetery.

The association may collect contributions for the foregoing purposes. Contributions for a specifically designated purpose shall be accepted and used for such purpose if the Advisory Board find such purpose acceptable and within the purposes established under these Articles.

(c) To use such other means and methods as the Advisory Board may from time to time determine to be appropriate for the accomplishment of the specific purpose for which this association is organized and which are not contrary to law or to the other terms and provisions hereof.

All the properties and income of the association are hereby permanently and exclusively dedicated and devoted to such benevolent purposes and to that end the Advisory Board shall hold, invest, reinvest, protect, manage and control such property and apply the income arising wherefrom as they may or shall from time to time determine and in such manner as they may deem advisable for the purposes aforesaid, and at no time shall the principal or any part thereof be used other than as an investment in and for the Water Valley Pioneer Cemetery.

#### ARTICLE IV \_\_\_\_\_ - DEDICATION OF FUNDS

This Advisory Board shall not be conducted for financial gain and no part of the Cemetery earnings or land shall inure to the benefit of any private shareholder, member or individual. Any receipts of this Advisory Board in excess of the expenses of operating shall be placed in either an operating fund for future operational expenses, a reserve fund for designated repairs or improvements, or in a perpetual care fund with the interest dedicated for future operational expenses.

#### ARTICLE V \_\_\_\_\_ - DISPOSITION OF FUNDS IN EVENT OF DISSOLUTION

If at any time this Advisory Board should be dissolved, no part of its funds or property shall be distributed to or among its members, contributors, or any person as their private funds. Should the Advisory Board dissolve, after the payments of all indebtedness, all remaining assets of said Advisory Board shall be transferred to the County Judge of Tom Green County, Texas as Director. In the event, after dissolution, the Advisory Board should be reactivated, the County Judge, after reactivation is proven to his satisfaction, will deliver such funds to the duly elected Advisory Board. (Reactivation is hereby defined as whenever as many as five people who are or who want to become an Advisory Board declare the Advisory Board reactivated by subscribing their names to a document stating that the Water Valley Pioneer Cemetery Board is hereby reactivated.)-----

(For further explanation, see ITEM #3-Other restrictions and guidelines: on the -AMENDMENT BY THE WATER VALLEY CEMETERY ADVISORY BOARD TO THE JANUARY 24, 1994, RESOLUTION BY THE TOM GREEN COUNTY COMMISSIONERS COURT:)--A burial space is not "sold" to the person for whom the space is reserved, but is a free burial space reserved for that person. A reserved space must be used as a burial plot for that person. A reserved plot cannot be traded, sold, bartered, or given as a gift.

However, the Water Valley Pioneer Cemetery is not a perpetual cemetery. Therefore, a person having a reserved plot, a person who is an heir of a buried person, a resident of the Water Valley Community with a desire to help upkeep the cemetery, or an other such person with a real working interest in the cemetery may meet for a work day and meeting on the cemetery affairs. An annual meeting will be held each year in conjunction with the "Homecoming Game" held by the Water Valley High School and attended by "FORMER STUDENTS" and other people who would be interested in the Water Valley Cemetery. Notice of the annual meeting may be given, but is not required under these bylaws. The annual meeting will be held on or near the first two weeks of October of each year. Persons who attend the meeting will be considered as interested members of the cemetery and may make constructive suggestions as to the betterment of the cemetery. Notes will be taken at this meeting and the Advisory Board will hold a meeting to act or not to act on the suggestions taken in the notes.

The following articles are copied from Vernon's Texas penal codes, Vol. I and II

"ART. 528.510.366.344.DESECRATION OF GRAVES

If any person shall wrongfully destroy, mutilate, deface, injure, or remove any tomb, monument, grave stone or other structure in any place used or intended for the burial of the dead, or any fence, railing or curb for the protection of such structure, or any enclosure for any such place of burial, or shall wrongfully injure, cut, remove or destroy any tree or shrub growing within any such enclosure, he shall be fined Five hundred dollars or be imprisoned in jail not to exceed six months. Acts 1858,p 166."

"ART. 528a. ENCLOSING OR REMOVING FENCE ENCLOSING CEMETERY

If any person shall enclose, or remove the fence enclosing, any cemetery or burial ground for the intent of using the same for any other purpose or use than as a cemetery or burial ground without the consent of the owners of such cemetery or burial ground he shall be guilty of a misdemeanor and upon conviction, therefore shall be fined not more than Two Hundred Dollars(\$200.)or by imprisonment in the county jail for not more than thirty (30)days or both such fine and imprisonment, provided that this Act shall be construed so as not to apply to any cemetery or burial ground condemned for public use in any eminent domain proceedings. Acts 1937245th Leg. p. 11702 chh. 464.51"



#### ADVISORY BOARD DUTIES:

##### Access to cemetery grounds:

1. An Existing walk-through gate is never locked, allowing pedestrian traffic at all times.
2. To help prevent vandalism, the drive-through gate is kept locked until access is requested.
3. For those needing to drive a vehicle(s) into the cemetery grounds, the drive-through gate will be unlocked by one of the three members who are key carriers. The member will request the gate be locked when the vehicle(s) vacates the cemetery. The drive-through gate should be checked by the end of that day by a member to be sure the gate is secure. The purpose for limited vehicular access is to be sure that the cemetery guidelines are met. Only the three officers of the Advisory Board are key carriers and their telephone numbers are to be posted by the gate. No duplicate keys are to be made and no keys are to be loaned out.

##### For Advisory Board:

1. From time-to-time, the dirt in the graves will settle and sink. The surviving family members of the deceased shall be notified by the Advisory Board, requesting they take care of the grave(s). If this is not possible, the members of the Advisory Board will see to the care of the graves. The dirt for fill-in is provided near the back of the parking lot.
2. Prior to a funeral service, active ant beds will be poisoned by a member of the Advisory Board or a delegate.
3. It is not the responsibility of the Advisory Board to direct traffic during a funeral service. A member of the Advisory Board will inform the family of the deceased regarding directing traffic in the cemetery (especially if a large attendance is expected.) Usually friends of the family will help direct traffic when asked by the family. The Advisory Board members may also help but it is not their responsibility.
4. To keep the esthetic beauty of the cemetery, able members of the Advisory Board will remove grass burrs, old flowers and trash from the cemetery grounds. Also pick up beer cans and other trash in the lane outside the cemetery fence.

#### INFORMATION ON BURIAL DUTIES THAT CAN BE DELEGATED TO ANY MEMBER; ALSO INFORMATION THAT ALL MEMBERS NEED TO KNOW FROM TIME TO TIME.

1. The Tom Green County Commissioners Court will be notified of any changes in membership of the Advisory Board.
2. Area funeral homes will be supplied with a list of the names of people that have reserved spaces in the Water Valley Cemetery.
3. Before coming to dig a burial site, the mortuary home responsible for the funeral service should call the day before and make arrangements for the grave sight to be marked and the drive-through gate to be unlocked. (Most of the time they will not call ahead.)
4. Before coming to place a headstone, the Monument Company should call the day before and make arrangement for the drive-through gate to be unlocked. (Most of the time they will not call ahead.)
5. When a funeral service is held at one of the churches in Water Valley, the funeral procession will have to cross both north and south lanes of the Highway 87. Truck and automobile traffic on the highway have the right-of-way. The Sheriff's Department should be called for a deputy to stop traffic for a funeral procession as a citizen does not have the right to do so. Johnson's Funeral Home will also call for officers if reminded. If the service is arranged through Johnson's this should be checked by a member.
6. A grave side service only does not need an officer.

end of page 1 of 2 pages

ADVISORY BOARD DUTIES CONTINUED:

7. The parking area in the cemetery is provided for safety and convenience. Parking on Highway 87 for a funeral service is unlawful and could result in a violation citation.
8. If a burial sight is by the road down the middle of the cemetery, the family should be asked if friends can go to the parking space at the back of the cemetery first, then the family can come in. This way, people are not left to park in the lane (or highway)
9. When a grave is being dug, the water pump should be turned on and the door to the pump house left unlocked. This way, if the PVC pipe is accidentally cut, the water can be shut off until the pipe can be replaced. The water pump should be turned off when not in use. The water well is weak and the pump could burn up if a faucet is left on. During the winter months the faucets need to be drained.
10. The Tom Green County Park man is in charge of the water works (ph.(915)942-84243. Myron Schmiedekamp is presently in charge.
11. A funeral home marker is supposed to be placed in the center of the grave at the head or foot. Check this carefully.
12. While the gravediggers are preparing a sight, they should be asked to put the good dirt(topsoil) to one side, separate for the poor dirt (rocks and cliehe fill) The poor dirt can be used to fill in deep holes while the topsoil can be put on top. This way, there will be fewer rocks showing and the wild flowers will have an opportunity to grow.
- 13The cemetery needs to be platted. Larry Norris, Wade Demere, and David Howard will use any help if offered.
14. All suggestions for improving the cemetery will be taken with interest. Solutions for the outcome should also be offered at the same time.

FINANCE INFORMATION:

15. The cemetery is run by donations, and everyone on the Board that is physically able to work is expected to be present at cleanup day at the cemetery.
- 16.The trust fund set up by the Mattie Howard Estate(for the care of the Trotter family graves) is not subject to income tax per Mr. Moore, CPA. (In 1994, the Tom Green Bank sent in the interest amount to the IRS on this account, but this was the only time that interest money has been shown on the cemetery account as taxable.)

HEADSTONE DEPOSIT:

17. There are approximately 20 unmarked grave sights in the Water Valley Cemetery. To insure that a grave is marked, a headstone deposit will be required before the grave is dug in the amount of One Hundred and Fifty Dollars (\$150.00).

MILITARY AND FLAGS:

18. A military veteran can make application for a free government stone for an unmarked grave. Some have placed these stones at the foot of the grave if a private headstone is put up later.
19. There are four veterans of the Confederate States Army buried in the cemetery. Van Buren Ritter, James O. Hanson, S. Smith McCrary and W.W. Murray. These veterans have CSA stones indicating their service.
20. The Demere family donated the correct number of flags for the number of veterans of all wars buried in the cemetery. The flags are posted on the following days: Memorial Day (last Monday in May), Flag Day (June 14), United States Independence Day (July 4), Veterans Day (November 11).All help will be appreciated to keep this tradition.

The Water Valley Pioneer Cemetery is operated under the authority of the Tom Green County Judge and the County Commissioners Court. The day to day operation is operated by an Advisory Board. The members of the Advisory Board at this date are as follows: **Peggy Barnett, Chairman. Jacque Anderson, Secretary. Larry Norris, Treasury.**

In order to include the Alternate Members (Wade Demere, Jerry Bannister, and Rantona Davis) as regular members, we are presenting new rules and regulations to the Tom Green County Judge and the County Commissioners Court.

The following have been approved by the Advisory Board and are now presented to the Tom Green County Judge and County Commissioners Court.

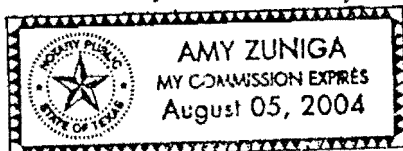
1. Manual for general use
2. Bylaws of the Advisory Board
3. Advisory Board Duties

State of Texas

County of Tom Green

This instrument was acknowledged before me on 4-27-01 by Jacquelyn Anderson as Secretary of the

Water Valley Pioneer Cemetery Advisory Board



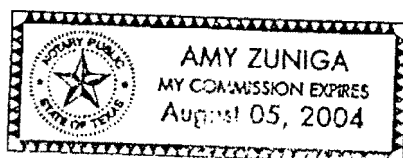
Jacquelyn Anderson  
NOTARY Amy Zuniga  
My commission expires: 8-5-04

State of Texas

County of Tom Green

This instrument was acknowledged before me on 11-27-01 by Larry Norris as Treasury of the Water

Valley Pioneer Cemetery Advisory Board



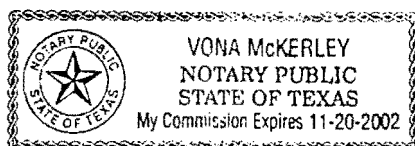
Larry Norris  
NOTARY Amy Zuniga  
My commission expires: 8-5-04

State of Texas

County of Tom Green

This instrument was acknowledged before me on 12/3/01 by Peggy Barnett as Chairman of the

Water Valley Pioneer Cemetery Advisory Board



Peggy Barnett  
NOTARY Vona Mckerley  
My commission expires 11-20-2002

## MANUAL FOR GENERAL USE BY THE ADVISORY BOARD

### AUTHORITY TO OPERATE:

The cemetery shall be operated by The Advisory Board who are under the authority of the County Judge and Commissioners Court of Tom Green County, Texas. The Board may designate an individual/s to serve as caretaker who shall implement these rules and oversee the operations of the cemetery in the interim periods between meetings of the Advisory Board. All members of the duly elected Advisory Board are qualified to handle any questions that may arise in the absence of the designated caretaker.

### BURIAL-TRANSIT PERMIT:

Acceptance of remains for burial from a place outside of this state shall be governed by section 193.008 of Vernon's Texas Codes Annotated, Health and Safety Code, Part I, Titles 1 to 5.

### BURIAL RECORDS AND RECORDS OF INTERMENT:

The Advisory Board shall designate a managing caretaker/s who shall be responsible for compliance with Section 711.003 of Vernon's Texas Codes Annotated, Health and Safety Code, Part II, Titles 6 to end, relative to records of interments. In this manual, such individual shall be designated as "the caretaker." The caretaker shall keep a record, open to official inspection at all times, of the bodies interred or otherwise disposed of on the premises, including the decedent's name and age if those facts can be obtained, place of death, date of interment, required by the state registrar. Further, a record shall be kept of each interment including date the remains are received and the identity of the plot in which the remains are interred.

### DISPOSITION OF REMAINS:

The priority of persons having the right to control the disposition of a decedent's remains shall be governed by Section 711.002, Vernon's Texas Codes Annotated, Health and Safety Code, Part II, Titles 6 to end. Generally, unless the decedent has left other directions, the following persons, in the priority listed, have the right to control the disposition, including cremation, of the person's remains shall inter the remains, and are liable for the cost of interment: (1) the surviving spouse; (2) the decedent's surviving adult children; (3) the decedent's surviving parents; (4) the decedent's surviving adult siblings; or (5) the adult person in the next degree of kinship entitled to inherit the estate of the decedent. This person will be considered the person to care for the grave and attend the yearly "clean up the cemetery day in October of each year" or a person designated by him/her if unable to work or attend the meeting.

### REMOVAL OF REMAINS AND DISINTERMENT:

Removal of remains shall be governed by Section 711.004, Vernon's Texas Codes Annotated, Health and Safety Code, Part II, Titles 6 to end. Disinterment shall further be governed by Article 49.09 and the State of Texas, Volume 6, Articles 44 to End. Removal shall be with the consent of the cemetery Advisory Board and the Tom Green County Judge and Commissioner's Court, and with the consent of the persons named in priority with control over the right of disposition of remains as set forth in the preceding section of this manual.

page 2 of MANUAL FOR GENERAL USE BY THE ADVISORY BOARD

INFORMATION---When you see --VTCA, H&SC--in a sentence, it stands for :  
Vernon's Texas Codes Annotated, Health and Safety Code.

USE OF FUNDS FOR SPECIAL CARE IN NONPERPETUAL CARE CEMETERY:

A person may set aside a reasonable amount of money or property in trust to maintain a private block, plot or structure in a nonperpetual care cemetery. These funds shall be governed by Section 711.0052 VTCA, H&SC, Part II, Titles 6 to end.

AUTHORITY OF CARETAKER:

The caretaker shall be designated by the Advisory Board (usually the Chairman, but not mandatory) The caretaker shall have those powers delegated by the Advisory Board. Additionally such person shall have such powers granted under Section 711.009, VTCA, H&SC, Part II, Titles 6 to end, specifically allowing such person the authority of a law enforcement officer for purposes of maintaining order and enforcing the rules of the Water Valley Pioneer Cemetery.

RULES CIVIL PENALTY:

Any individual violating any of the rules adopted by the Advisory Board and approved by the Tom Green County Judge and Commissioner Court and as set forth in this manual shall be subject to a penalty as allowed pursuant to Section 711.0312 VTCA, H&SC, Part II, Titles 6 to end. A person found in violation of a rule adopted herein shall be subject to a civil penalty of not less than \$100.00 nor more than \$2,000.00. The amount of the penalty shall be subject to the discretion of the Advisory Board who may sue to enforce and collect such penalty according to the severity of infringement of the particular rule.

DISCRIMINATION:

No rules set forth herein or that may be adopted in the future shall prohibit interment because of the race, color, religion, or national origin of a decedent.

FUNERAL REGULATIONS:

Funerals, after entering the gates of the cemetery, shall be subject to the direction of the cemetery caretaker as determined by the Advisory Board elected by the Tom Green County Judge and Commissioners Court.

MEMORIALS:

Only one grave memorial shall be permitted on one grave space except a companion or a family memorial. All memorials shall be set on uniform lines as prescribed by the Advisory Board, to conform to the general plan of the cemetery. (Understanding that this rule will apply in a more strict manner after the platting of the cemetery.

If any memorial, or any structure whatsoever, or any inscription placed or to be placed on a memorial or structure, shall be determined by the cemetery Board to be offensive, the Advisory Board shall have the right and it shall be its duty, to enter upon such plot and remove, change or correct the offensive or improper object (s) or language at the expense of the owner.

MAINTENANCE OF CEMETERY GROUNDS: Continued on page 3

Page 3 of MANUAL FOR GENERAL USE BY THE ADVISORY BOARD  
CONTINUED--MAINTENANCE OF CEMETERY GROUNDS:

The Advisory Board shall direct generally all improvements within the grounds and upon all plots and graves, before as well as after interments have been made therein. The Advisory Board shall have charge of the planting, sodding, surveying and improvements generally. The caretaker shall take all such action representative of the Advisory Board.

No one other than the proper officers of the Advisory Board or their agents shall be allowed to perform any work on any grave or lot within the grounds without a permit from the Advisory Board or its officers.

If any tree, shrub or plant standing upon any lot by means of its roots, branches, or otherwise, shall be or become detrimental to adjacent plots or avenues, or if for any reason its removal is deemed necessary by the Board member, the Advisory Board shall have the right and it shall be its duty to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the detrimental condition existing as the Advisory Board in its judgment deems best.

No person shall pluck or remove any flower or plant, wild or cultivated, from any part of the cemetery without prior approval from a member of the Advisory Board.

Holders containing flowers or other decorations will be removed as soon as the flowers or decorations wither and/or fade and the right is reserved by the cemetery Advisor Board to make such removal through the direction of the cemetery caretaker appointed by the Advisory Board of the Water Valley Pioneer Cemetery.

USE OF CEMETERY FOR GATHERINGS:

Families, which are interested in the cemetery, may hold reunions or other gatherings during daylight hours on the cemetery grounds in the areas dedicated for such public use, including holding picnics. Such meetings shall be under the supervision of the cemetery caretaker and shall conform to accepted standards for taste and decorum. Proper respect for the burial areas shall be maintained or the group shall be asked to leave the cemetery grounds. No alcoholic beverages shall be permitted upon the cemetery grounds. No fees will be charged for the use of the cemetery park areas for such gatherings if the area is left in a clean and mannerly condition.

Any person found on the grounds after sunset shall be deemed a trespasser subject to prosecution for trespass. No dogs shall be permitted in the cemetery except a dog trained to assist a handicapped person.

The cemetery caretaker shall have the authority to enter upon any plot and to remove any objectionable item that may have been placed there contrary to the regulations of the association, subject to the discretion and acting at the direction of the Advisory Board of the Water Valley Pioneer Cemetery.

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.

All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the rules.

For AMENDMENT OF RULES---see page 4

page 4

#### AMENDMENT OF RULES:

This manual and the rules and regulations set forth herein may be amended, altered, and/or repealed and new rules adopted at any time by the Advisory Board of the Water Valley Pioneer Cemetery, subject to compliance with applicable laws. The members of the Advisory Board reserve the right to amend, alter, repeal or adopt new rules at the annual meeting of the Advisory Board. The general business, management, control, and operation of the cemetery is vested in the Advisory Board by the Tom Green County Judge and Commissioners Court.

Special cases may arise in which the literal enforcement of a rule or regulation may impose unnecessary hardship. The Advisory Board shall have the right, without notice, to make exceptions, suspensions, or modifications in any of the rules and regulations, when the same appears advisable. Any such temporary exceptions, affecting the general application of these rules and shall be permitted only as specifically allowed and approved by a majority of the Advisory Board.

#### SUBDIVISION OF CEMETERY PROPERTY:

At some future date the Advisory Board plans to divide the cemetery property into lots and subdivisions for cemetery purposes. The Advisory Board shall recognize existing lots and subdivisions within the cemetery property. All persons who have reservations dated and on record with the Water Valley Pioneer Cemetery at the time of the /or before the Amendment by the Water Valley Cemetery Advisory Board to the January 24, 1994, Resolution by the Tom Green County Commissioners Court will be allowed burial as to the terms set forth in the January 24, 1994, Resolution. The Advisory Board may divide unused portions of the cemetery as appropriate for future use of the cemetery. The Advisory Board may designate portions of the cemetery grounds for use for parking, for luncheon or meeting areas, for park areas, and for burial areas.

#### MASTER PLAT:

The directors may/shall create a master plat for the cemetery grounds pursuant to Section 711.034, VTVA.H&SC Part II, Titles 6 to end. The effect of dedication and restrictions placed on any change of purpose shall be governed by Section 711.035, VTVA.H&SC, Part II, Titles 6 to End. The Advisory Board may not charge assessments as to burial spaces which are used at the time of the platting of the cemetery grounds. Memorial Funds will be accepted from all persons interested in the Water Valley Pioneer Cemetery for the cost of the platting. After the platting is completed, the Advisory Board will set a memorial fee for a burial in special sections of the cemetery. The amount will be based on the cost of the platting and past and future upkeep of the cemetery. The minutes of the Advisory Board will denote the fee at the proper time and be available for the public.

#### DEPTH OF GRAVE AND OTHER INFORMATION FOR BOARD MEMBERS TO KNOW

The Depth of a grave shall be governed by Section 714.001, VTVA.H&SC, Part II Titles 6 to End. The outside top surface of the container (cremation) must be at least two feet below the surface of the ground if the container is not made of an impermeable material; or not less than one and one-half feet below the surface of the ground if the container is made of an impermeable material. GRAVES--1 foot apart/ 2 feet apart if people are buried side by side at the same time-5 feet deep. Grave size 3' x 8' if a cement box or vault is used. Grave size is 3' x 7.5' if no box or vault is used. If plot is curbed, dig not less than 1 foot from the curb.

After Approval by a majority of the Advisory Board, This operations manual containing the rules and regulations for the operating of the Water Valley Pioneer Cemetery will be signed and all signatures notarized. --A TABLE OF CONTENTS WILL BE INSERTED WHEN THE DOCUMENT IS APPROVED BY THE BOARD.

## YMCA OF SAN ANGELO PROCLAMATION

- WHEREAS,** The YMCA of San Angelo will serve the people of the San Angelo community of all faiths and ages, with emphasis on families and youth, to permit them to achieve their God-given potential in spirit, mind and body through its programs, staff, facilities, and the community; and
- WHEREAS,** The YMCA of San Angelo has shown great initiative and enhanced the quality of life in San Angelo; and
- WHEREAS,** The YMCA of San Angelo provides opportunities to learn the YMCA core values of Caring, Honesty, Respect and Responsibility and give each person a chance to improve their spirit, mind and body; and
- WHEREAS,** The YMCA of San Angelo does not feature any particular program to serve any one group, kids, or only those with certain health problems or only those from a single economic class. The YMCA deliberately remains flexible so it can offer programs that are in the community's best interest.

**NOW, THEREFORE,** the Commissioners' Court of Tom Green County, in the State of Texas, do hereby declare January 20 - January 26, 2002 as

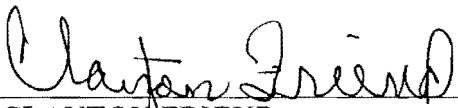
### YMCA WEEK

And urge all citizens to participate in this extraordinary, humanitarian effort.

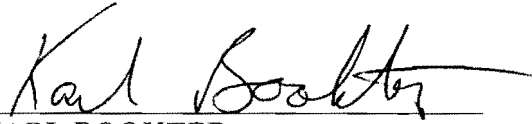
**IN WITNESS WHEREOF,** we have hereunto set our hand and caused the Seal of the County to be affixed this 8th day of January, 2002.



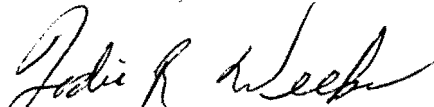
**MICHAEL D. BROWN**, County Judge  
Tom Green County, Texas



**CLAYTON FRIEND**  
Commissioner, Precinct 1



**KARL BOOKTER**  
Commissioner, Precinct 2

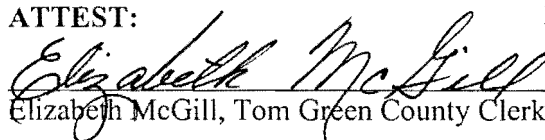


**JODIE R. WEEKS**  
Commissioner, Precinct 3

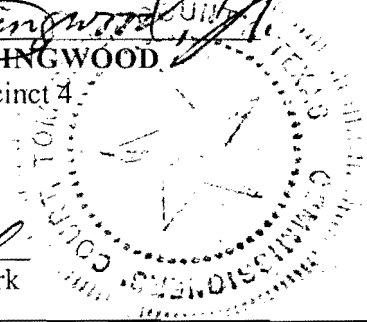


**RICHARD S. EASINGWOOD**  
Commissioner, Precinct 4

**ATTEST:**



Elizabeth McGill, Tom Green County Clerk





**THE STATE OF TEXAS  
TOM GREEN COUNTY**

**ORDER AMENDING APPOINTMENT OF ELECTION JUDGES AND ALTERNATES**

The Commissioners Court of Tom Green County, Texas does hereby appoint the following election judges and alternate judges for a one year term to begin August 1, 2001 and to end July 31, 2002.

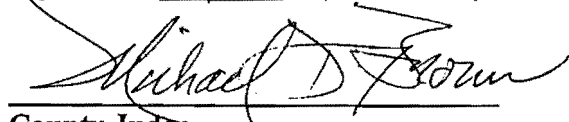
Precinct	Election Judge	Alternate Judge
#103, 146 & 147 – Baptist Memorial	*Vernon Brook-Rep.	*Sue Nan Merrill-Dem
#106, 126 & 138 - Calvary Baptist Church	*Tommy Sample – Rep.	*Marietta Oates – Dem.
#108 – Harriett Baptist Church	Maurice Beck-Rep.	Cindy Koegel-Dem.
#110 – Mereta Community Center	June Helwig-Rep.	Charlie Roberts-Dem.
#112- Veribest School	Noemi Hoelscher-Rep.	Wanda Dickson-Dem.
#114, 137 – Senior Citizens Center - Chadbourne	Mary Cervantes-Dem.	Henry Perez-Rep.
#124, #156 & #157 - Blackshear School	Sally Ayana-Dem.	Jewel Yarbrough-Rep.
#131 – Klattenhoff Comm. Center	Henry Lippe-Rep.	Louise Gartmann-Dem.
145 & 155 – Region XV Ed. Ser. Cent.	Jim Ryan-Rep.	*Jo Ann Cage-Dem.
#144 Belmore Baptist Ch.	Celine Poynor-Rep.	*Cynthia Bejil- Dem.
#209 – Christian Village	Dave Reed-Rep.	Tom Egan-Dem.
#211 – Van Court Comm. Center	Virginia Denis-Rep.	Joan Gesch-Dem.
#213 – Wall Fire Station	Dalton Moeller-Rep.	Charlene Dusek-Dem.
#215 – Southland Baptist	Ross Fowler-Rep.	Andy Bonner-Dem.

#220, 254—Fairview School	Doris Taylor-Rep.	Betty Schwartz-Dem.
#225 – Glen Meadows Baptist Church	Margaret Nalls-Rep.	Bonnie Hatch-Dem.
#228, 243 – Trinity Lutheran Church	Jasper McClellan-Rep.	Judith Lewallen-Dem.
#230 – Southgate Church Of Christ	Tula Luellen-Rep.	Charley Shannon-Dem.
#240, 253 – Fire Training	David McMahon-Rep.	David Eaton – Dem.
#241, 249 – Concho Valley Council Of Governments	Cheryl DeCordova- Rep.	George Faulkner-Dem.
#304, 338 – Lakeview United Methodist Church	*Oscar Cooke-Rep.	Patricia Wagner-Dem.
#305 – West Angelo Church Of Christ	Sandra Smith-Rep.	Martha Cox-Dem.
#306 – Paulann Baptist	*Irma Lynn-Rep.	*Emma Hinrichs-Dem.
#307, 327 – Genesis Baptist	Jo Ann Turner-Rep.	Sara Lara – Dem.
#316,317 & 358 – Grape Creek Fire Station	Sandra Franke-Rep.	Clifford Long-Dem.
#318 – Carlsbad Community Center	Kassandra Minton-Rep.	*Peggy Barnett-Dem.
#319, 350, 352 – RioConcho West	Jean Wallman-Rep.	Jennifer Rutherford-Dem.
#348 – Quail Valley Baptist Church	Charles Geller-Rep.	*Carol Geller-Dem.
#351 – Beacon Baptist Ch.	Russell Elmore-Rep.	Fred Wilson-Dem.
#401 – First Christian Ch.	Mary Lou Lusk-Rep.	Margo Dierschke-Dem.
#402, 432 – Angelo State Univ.	Tommie Olive-Rep.	*Jeanette Boster-Dem.
#421 – Southland Fire Station	Tom Justice-Rep.	Elizabeth Irvine-Dem.

#422 - Christoval Comm. Center	Tom Smith-Rep.	Mary Jo Scrogum-Dem.
#423 - Knickerbocker Comm. Center	Arlelle Brininstool-Rep.	Lynda Burt-Dem.
#429, 442 - Sunset Mall	Bill Young-Rep.	*Wanda Hudson- Dem.
#433 - Baptist Temple	James Baker-Rep.	*Adam Hernandez-Dem.
#434, 435 - Hillcrest Baptist Church	Eric Palmer-Rep.	Joyce Saucedo - Dem.
#436 - MHMR Services	Terry Smith-Rep.	John H. Talley-Dem.
#459 - San Angelo Convention Center	Mary Jo Thomson-Rep.	Lena Browning-Dem.

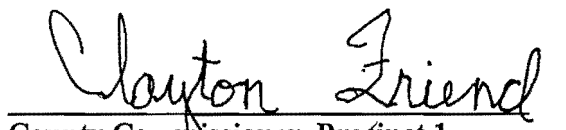
It is hereby directed that this order be filed with the clerk of this court and that a copy be provided to the custodian of the election records for said county. The Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a one year term beginning August 1, 2001 and ending July 31, 2002 as stated in accordance with Tex. Elec. Code. Ann. Subsection 32.009, (Vernon, 1986).

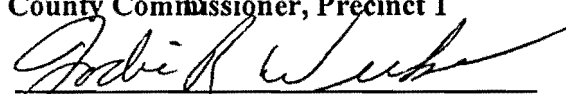
Signed this 9 day of January, 2002.

  
County Judge

  
County Commissioner, Precinct 2

  
County Commissioner, Precinct 4

  
County Commissioner, Precinct 1

  
County Commissioner, Precinct 3

THE STATE OF TEXAS  
TOM GREEN COUNTY

AMENDED ORDER DESIGNATING CONSOLIDATED POLLING PLACES

The Commissioners Court of Tom Green County, Texas hereby approves the following consolidated polling places as official Tom Green election polling places, beginning January 1, 2002. These precincts will be pre-cleared by the justice department. The Elections Administrator will publish notice in the newspaper concerning consolidation of precincts and will send notice to each household where a precinct change has been made.

<u>Precinct #</u>	<u>Name</u>
103, 146 & 147	*Baptist Memorial
106, 126 & 138	*Calvary Baptist Church
108	Harriett Baptist Church
110	Mereta Community Center
112	Veribest School
114, 137	Senior Citizens Center – Chadbourne
124, 156 & 157	Blackshear School
131	Klattenhoff Community Center
144	Belmore Baptist Church
145 & 155	*Region XV Education Service Center
209	Christian Village
211	Van Court Community Center
213	Wall Fire Station
215	Southland Baptist Church
220, 254	Fairview School
225	Glen Meadows Baptist Church
228, 243	*Trinity Lutheran Church
230	Southgate Church Of Christ
240, 253	Fire Training Center
241, 249	Concho Valley Council Of Governments

304, 338	*Lakeview United Methodist Church
305	West Angelo Church Of Christ
306	*Paulann Baptist Church
307, 327	Genesis Baptist Church
316, 317 & 358	Grape Creek Fire Station
318	Carlsbad Community Center
319, 350 & 352	Rio Concho West
348	Quail Valley Baptist Church
351	Beacon Baptist Church
401	First Christian Church
402, 432	Angelo State University
421	Southland Fire Station
422	Christoval Community Center
423	Knickerbocker Community Center
429, 442	Sunset Mall
433	Baptist Temple
434, 435	Hillcrest Baptist Church
436	MHMR Services
459	San Angelo Convention Center

\*Designates Amendment or change

Signed this 8 day of January, 2002.

Michael D. Brown  
County Judge

Clayton Friend  
County Commissioner, Pct. 1

Karl Bookter  
County Commissioner, Pct. 2

John R. Lusk  
County Commissioner, Pct. 3

Richard H. Loring, Jr.  
County Commissioner, Pct. 4

**RESOLUTION TO AUTHORIZE  
DISTRICT ATTORNEY TO APPLY TO  
THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION  
FOR A GRANT FUNDING  
FELONY FAMILY VIOLENCE PROSECUTION UNIT**

**WHEREAS**, the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas have jointly filed a grant application with the Criminal Justice Division of the Governor's Office, State of Texas, for funding in the amount of \$62,129 in order to establish and maintain a special Felony Family Violence Prosecution Unit; and

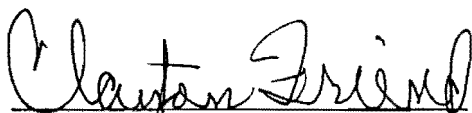
**WHEREAS**, the Tom Green County Commissioners have agreed to contribute the total of \$20,780 in matching funds if the resolution is adopted and the application for said grant is approved; and

**WHEREAS**, the Tom Green County Commissioners agree to accept the responsibility to adhere to all the grant regulations and guidelines and agrees that in the event of loss or misuse of the Criminal Justice Division funds, that the funds will be returned to the Criminal Justice Division in full; and

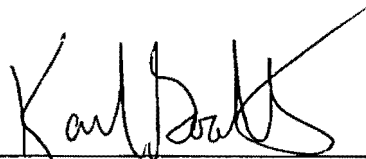
**WHEREAS**, the Tom Green County Commissioners Court believes it to be in its best interest to adopt the resolution;

**NOW, THEREFORE, BE IT RESOLVED**, The Tom Green County Commissioners Court does hereby authorize the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas to apply to the Office of the Governor for a grant to establish and maintain a special Felony Family Violence Prosecution Unit for fiscal years 2002 and 2003, and additionally appoint **STEPHEN R. LUPTON** and **STEPHEN H. SMITH** as official representatives to act in connection with the grant application.

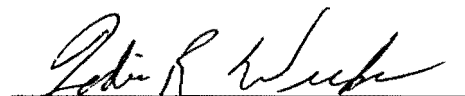
**ADOPTED** this the 8 day of January, 2002.



**CLAYTON FRIEND**  
Commissioner, Precinct One



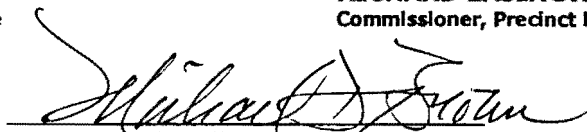
**KARL BOOKTER**  
Commissioner, Precinct Two



**JODIE WEEKS**  
Commissioner, Precinct Three



**RICHARD EASINGWOOD**  
Commissioner, Precinct Four



**MICHAEL D. BROWN**  
Tom Green County Judge

**RESOLUTION TO AUTHORIZE  
DISTRICT ATTORNEY TO APPLY TO  
THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION  
FOR A GRANT FUNDING  
FELONY FAMILY VIOLENCE VICTIMS' ASSISTANCE UNIT**

**WHEREAS**, the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas have jointly filed a grant application with the Criminal Justice Division of the Governor's Office, State of Texas, for funding in the amount of \$46778 in order to maintain a special Felony Family Violence Victims' Assistance Unit; and

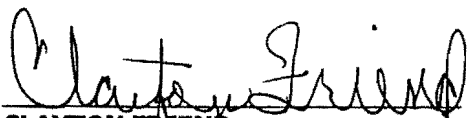
**WHEREAS**, the Tom Green County Commissioners have agreed to contribute the total of \$3634 in matching funds if the resolution is adopted and the application for said grant is approved; and

**WHEREAS**, the Tom Green County Commissioners agree to accept the responsibility to adhere to all the grant regulations and guidelines and agrees that in the event of loss or misuse of the Criminal Justice Division funds, that the funds will be returned to the Criminal Justice Division in full; and

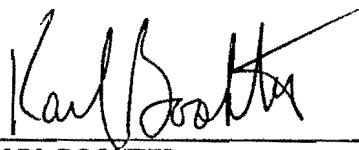
**WHEREAS**, the Tom Green County Commissioners Court believes it to be in its best interest to adopt the resolution;

**NOW, THEREFORE, BE IT RESOLVED**, The Tom Green County Commissioners Court does hereby authorize the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas to apply to the Office of the Governor for a grant to maintain a special Felony Family Violence Victims' Assistance Unit, and additionally appoint **STEPHEN R. LUPTON** and **STEPHEN H. SMITH** as official representatives to act in connection with the grant application.

**ADOPTED** this the 8 day of January, 2002.



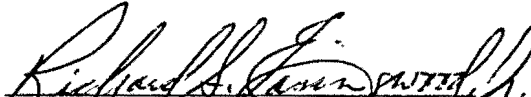
**CLAYTON FRIEND**  
Commissioner, Precinct One



**KARL BOOKTER**  
Commissioner, Precinct Two



**JODIE WEEKS**  
Commissioner, Precinct Three



**RICHARD EASINGWOOD**  
Commissioner, Precinct Four



**MICHAEL D. BROWN**  
Tom Green County Judge

**RESOLUTION TO AUTHORIZE  
DISTRICT ATTORNEY TO APPLY TO  
THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION  
FOR A GRANT FUNDING  
FELONY FAMILY VIOLENCE INVESTIGATION UNIT**

**WHEREAS**, the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas have jointly filed a grant application with the Criminal Justice Division of the Governor's Office, State of Texas, for funding in the amount of \$39,193 in order to establish and maintain a special Felony Family Violence Investigation Unit; and

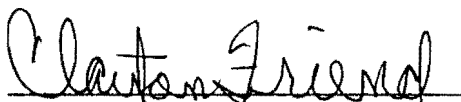
**WHEREAS**, the Tom Green County Commissioners have agreed to contribute the total of \$13,125 in matching funds if the resolution is adopted and the application for said grant is approved; and

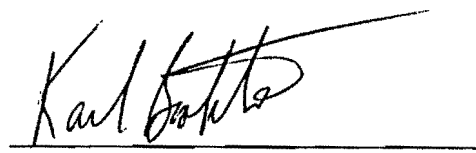
**WHEREAS**, the Tom Green County Commissioners agree to accept the responsibility to adhere to all the grant regulations and guidelines and agrees that in the event of loss or misuse of the Criminal Justice Division funds, that the funds will be returned to the Criminal Justice Division in full; and


**WHEREAS**, the Tom Green County Commissioners Court believes it to be in its best interest to adopt the resolution;

**NOW, THEREFORE, BE IT RESOLVED**, The Tom Green County Commissioners Court does hereby authorize the District Attorneys for the 51<sup>st</sup> & 119<sup>th</sup> Judicial Districts of Texas to apply to the Office of the Governor for a grant to establish and maintain a special Felony Family Violence Investigation Unit for fiscal years 2002 and 2003, and additionally appoint **STEPHEN R. LUPTON** and **STEPHEN H. SMITH** as official representatives to act in connection with the grant application.

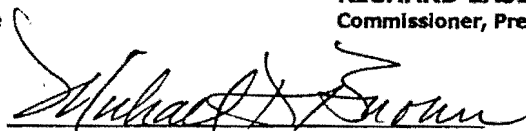
**ADOPTED** this the 8 day of January, 2002.

  
**CLAYTON FRIEND**  
Commissioner, Precinct One

  
**KARL BOOKTER**  
Commissioner, Precinct Two

  
**JODIE WEEKS**  
Commissioner, Precinct Three

  
**RICHARD EASINGWOOD**  
Commissioner, Precinct Four

  
**MICHAEL D. BROWN**  
Tom Green County Judge



**AGREEMENT BETWEEN  
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER  
&  
THE COUNTY OF TOM GREEN, TEXAS**

THIS AGREEMENT is entered into by and between the County of Tom Green, Texas, (hereinafter referred to as the "County"), and Texas Tech University Health Sciences Center (hereinafter referred to as "TTUHSC").

**RECITALS**

WHEREAS, it is in the public's interest to investigate fully sudden and unexplained deaths occurring in Tom Green County, Texas; and

WHEREAS, TTUHSC, an institution of higher education in the State of Texas, has personnel available with the knowledge and expertise to provide professional autopsy services; and

NOW THEREFORE, the parties hereto agree that County shall retain TTUHSC as an independent contractor and not an employee, for professional services more particularly described as follows:

**ARTICLE I  
SERVICES TO BE PERFORMED**

**A. TTUHSC will:**

1. Provide autopsy services in accordance with the following:
  - a. Texas Code of Criminal Procedure, §§ 49.01 and 49.25
  - b. Texas Health and Safety Code, sec 671.011, 672.012, and Chapter 693
  - c. Occupations Code, Chap. 151 (The Medical Practice Act)
  - d. Texas Government Code, Chap. 552 (Public Information Act)
2. Upon request, perform autopsies in all instances required by and in a manner consistent with the Texas Code of Criminal Procedure, §§ 49.01 and 49.25. Autopsies will be performed upon request on individuals whose remains are discovered within Tom Green County.
3. Provide and maintain equipment, uniforms, special clothing, and safety gear necessary for the provision of services under this Agreement.
4. Fully document autopsies through the use of digital photography, laboratory analysis of tissue and other samples deemed necessary by the pathologist.
5. Reduce each autopsy to an electronic or typewritten report.
6. Allow the law enforcement agency investigating the death to attend all phases of the autopsy and be allowed to fully document the process in the law enforcement agency-provided medium of their choice.

## B. County will:

1. Provide advance notification by either telephone or facsimile between the hours of 8:30 a.m. to 5:00 p.m. for a request for autopsy. After hours, County will contact the Pathologist on call by phone at 806-743-2158. A description of the circumstances known regarding the death shall also be provided.
2. Provide proper written authorization by County authorities to conduct the autopsy.
3. Provide medical records of the deceased, when available.
4. Provide investigation reports of the law enforcement agency involved, such reports to remain the property of the law enforcement agency providing the investigation reports.
5. Retrieve Evidence upon completion of autopsy services from TTUHSC. For the purposes of this Agreement, Evidence shall be defined as those items discovered or produced during or as a result of the autopsy, including but not limited to projectiles, clothing, sexual assault kits, and ligatures, that can be offered as proof of a crime or a tort in a court of law. Should the Evidence not be picked up within thirty (30) days of completion of the autopsy, County shall be notified in writing of the following retrieval options:
  - a. County shall send a representative to retrieve Evidence; or
  - b. County shall request that TTUHSC ship the Evidence to County, either by registered mail, return receipt requested, or overnight carrier, and TTUHSC shall invoice County for the cost of shipping; or
  - c. County can request TTUHSC destroy Evidence. County will send a letter to TTUHSC authorizing such destruction.

County shall respond in writing to TTUHSC as to which option it has selected within ten (10) days of receipt of notice.

## ARTICLE II AUTOPSY RECORDS

All written County autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field investigators reports, correspondences, magnetic recordings, or other tangible items from which a report may be accurately reproduced ("Autopsy Records") will be the property of the County. TTUHSC will retain a copy of all autopsy reports for TTUHSC files.

## ARTICLE III COURT APPEARANCES

- A. Appearance during court hearings and trials is a critical function of these autopsy services. TTUHSC will cooperate, to the fullest extent of the law, with the Tom Green County Criminal District Attorney, the Civil Division of the Tom Green County Criminal District Attorney's Office, and with any law enforcement agencies having jurisdiction over a given case.

- B. As part of the services under this Agreement, TTUHSC's pathologist will appear as necessary during grand jury proceedings, depositions, court hearings and trials in any civil or criminal case in Tom Green County. Such appearances will be limited to those cases where the TTUHSC pathologist performed the autopsy and to such other cases to which they might agree to appear. The County's Criminal District Attorney or the Chief of the Civil Division of the Tom Green County Criminal District Attorney's Office is authorized to request such appearances.
- C. TTUHSC shall be reimbursed for all travel expenses associated with any such appearances, including hotel, food, and mileage expenses.

#### ARTICLE IV MALPRACTICE INSURANCE

As an institution of higher education in the State of Texas, TTUHSC is self-insured under the TTUHSC School of Medicine Professional Medical Malpractice Self-Insurance Plan. The limit of liability is \$400,000 per occurrence and \$1,200,000 annual aggregate.

#### ARTICLE V CATASTROPHIC EVENTS

The parties acknowledge and agree that this Agreement is not intended to provide services with respect to either man-made or natural disasters and other large-scale emergencies. Neither TTUHSC nor the County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within control of TTUHSC or the County and which by the exercise of due diligence neither TTUHSC nor the County is able, wholly or in part, to prevent or overcome. The parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county pathologists, local physicians, or other entities capable of providing services required for investigating those deaths covered by this section. County will provide financial assistance in an amount to be determined by the Tom Green County Commissioners in exceptional situations of County emergency or disaster.

#### ARTICLE VI CREDENTIALING

TTUHSC shall maintain under agreement at least one board certified forensic pathologist. All physicians hired to perform services under this Agreement will hold appropriate credentials according to the current standards of practice for forensic pathology or will meet those standards within a time frame established at their employment. TTUHSC shall select and assign specific forensic pathologists to provide services for the County and shall provide the County with current copies of all licensure, credentialing, insurance and such other relevant information requested of each individual rendering services prior to the individual pathologist rendering any services for the County under this Agreement, to the extent that such information is not privileged or confidential by law.

ARTICLE VII  
COMPENSATION

- A. County agrees to pay TTUHSC \$900 per autopsy performed. In addition, County will reimburse TTUHSC for expenses directly related to each autopsy and as required, including but not limited to:
1. Laboratory tests, including toxicology
  2. Radiology, including x-rays
  3. Dental examinations, including x-rays
  4. Anthropology examinations, including x-rays
- B. TTUHSC will invoice County upon completion of an autopsy and payment from the County shall be remitted within 30 days of receipt of invoice. Invoices presented to County for court appearance expenses or shipping Evidence shall be paid within 30 days of receipt of invoice.

ARTICLE VIII  
TERM AND TERMINATION

- A. This Agreement shall become effective December 1, 2001 and continue in full force until September 30, 2003.
- B. Either party may terminate this Agreement at any time with or without cause by giving the non-terminating party thirty (30) days written notice of termination.

ARTICLE IX  
RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended nor shall be construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

ARTICLE X  
NOTICE

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered and mailed by certified or registered mail. Such written notice shall be addressed as set forth below or to such other addresses as may be specified by written notice:

TTUHSC: James P. Laible, MHA, CHE  
Vice President for Health Care Systems and Hospital Relations  
Texas Tech University Health Sciences Center  
3601 4<sup>th</sup> Street, Room 1C267  
Lubbock, Texas 79430

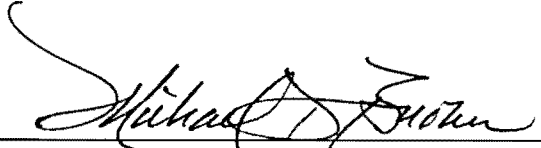
County: Kay Sparks  
Manager, District Attorney's Office  
Tom Green County  
124 W. Beauregard Street  
San Angelo, TX 76903

ARTICLE XI  
GENERAL PROVISIONS

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.
- B. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.
- C. Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.
- D. Any waiver of any provision of this Agreement must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this Agreement shall not constitute waiver of any other provision of this Agreement.
- E. This Agreement constitutes the entire Agreement between the parties and no oral representation between the parties made prior to or after the execution of this Agreement will be given any force and effect unless reduced to writing herein.
- F. The terms of this Agreement may not be changed, modified or amended except by written agreement of County and TTUHSC.

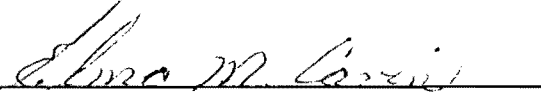
IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this Agreement.

TOM GREEN COUNTY

  
\_\_\_\_\_  
Tom Green County Judge

Date: 1-8-02

TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER

  
\_\_\_\_\_  
Elmo M. Cavin  
Executive Vice President

Date: 1/23/2002

10/18/01

12/17/01

SP RFB 001-035 "STATE GRADE AND ROCK BASE" SPREADSHEET

Description	CSA Materials, Inc.	
	Treated Price per Yard	Untreated price per Yard
State Grade #3	\$18.50/ton	\$12.50/ton
State Grade #4*	\$16.50/ton	\$10.50/ton
State Grade #5*	\$19.00/Ton	\$13.00/ton
Common Grade Base #2	NO BID	\$2.85/ton
Scalping (1/2 minus)	NO BID	\$7.50/ton
Screening (chat)	NO BID	\$4.00/ton
Grade FF Rock	NO BID	\$7.00/ton
Location of Plant/Yard	Turner Pit-Burma Road	

\* Untreated State Grade #4 and Untreated State Grade #5 was previously awarded to Sanco Materials, Co. (RFB 01-029) by Comm. Court on Oct.23, 2001.

12/28/01

RFB 01-036 "One 1 Ton Crew. Cab V8 Diesel Pick Up" Spread Sheet

Vendor	Jim Bass Ford San Angelo, TX	Philpott Motors Port Neches, TX	Grande Truck Center Wimberley, TX	All American Chevrolet San Angelo, TX
Make	Ford F350 Crew Cab	2002 Ford F350	Ford F350 SRW Crew Cab	Chevrolet cc25943*
Cash Price	\$25,651.00	\$25,194.00	\$26,171.00	\$26,428.75
Current miles				
Est. Delivery		75-100 days		
Manufacturer's Original Warranty				
Manufacturer's Extended warranty Cost				
Nearest Vendor to perform warranty Repairs	Jim Bass Ford 2801 Sherwood Way San Angelo, Tx	Local Ford-Mercury Dealer	Jim Bass Ford 2901 Sherwood Way San Angelo, TX	All American Chevrolet
Total	\$25,651.00	\$25,194.00	\$26,171.00	\$26,428.75

Deviations from Specs:

\* All American Chevrolet Item # 1 NO

12/28/01

## RFB 01-037 "1 or More 5/6 Yard Dump Truck" Spread Sheet

Vendor	Hughes Truck Center Tye, TX	Corley Freight Liner San Angelo, TX	R.L. International, INC. San Angelo, TX
Make	2002 GMC C7H04Z	FreightLiner FL70	International 4400 Series
Cash Price w/ Options	\$47,744.00	\$48,134.15	\$54,949.12
Current miles			
Est. Delivery	21-Mar-02	120 days from P.O.	75-90 days
Manufacturer's Original Warranty	36/36	36/36 \$790.00 basic only	basic warranty 24month unlimited mileage no charge
Manufacturer's Extended warranty Cost	60month/ 100,000 mile parts/labor \$2,710.00	60/60 parts/labor \$3,380.00	
Explain Warranty	PowerTrain Plus	Dump Body warranty 1yr.Only No Extended Warranty on Dump- body.Base warranty 2yr unlimited mileage included in cash price.	
Price Good For:	2 months	3 months	8 months
Nearest Vendor to perform warranty Repairs	B&W Trailer 560 N. Bell San Angelo, TX	Corely FreightLiner L.P. 1818 S. Chadbourne San Angelo, TX	R.L Anderson International, Inc. 617 N. Bell St. San Angelo, TX
Deviations from Specs:	#14 N/A comes w/ Air Brake	# 7 Single Stage element # 26 45gallon Fuel Tank Warranty 36/60 option not included in Cash Price sale. Ext. Drive Train warranty not included in price.	



12/28/01

RFB 01-038 "1 or More 2002 Ext. Cab 3/4 ton Pick Up" Spread Sheet

Vendor	Jim Bass Ford San Angelo, TX	Philpott Motors Port Neches, TX	Grande Truck Center Wimberley, TX	All American Chevrolet San Angelo, TX
Make	Ford F250 HD SuperCab	Ford F250 Supercab	Ford F250 Super Cab	Chevrolet cc25953 *
				Silverado 2500HD
Cash Price	\$19,556.00	\$19,854.00	\$20,254.00	\$19,886.75
Current miles				
Est. Delivery	45-60 days	75-100 days	90-120 days	12-14 weeks
Manufacturer's Original Warranty	36/36	3yrs-36,000 mi	36/36	36/36
Manufacturer's Extended warranty	60/60 60month-75,000 mi	5yr- 75,000 mi	5yr-75,000	3yr- 3600mi
Cost	\$1,007.00	\$600.00	\$1,365.00	N/a
Deductible		\$0.00	\$0.00	
Nearest Vendor to perform warranty Repairs	Jim Bass Ford 2801 Sherwood Way San Angelo, Tx	Local Ford-Mercury Dealer	Jim Bass Ford 2901 Sherwood Way San Angelo, TX	All American Chevrolet
Total without Warranty	\$19,556.00	\$19,854.00	\$20,254.00	\$19,886.75
Total with Warranty	\$20,563.00	\$20,454.00	\$21,619.00	N/A

Deviations from Specs:

\* All American Chevrolet Item # 10 4:10 only rear axle ratio available

Item # 19 HD Battery 600 vs 650CCA

12/31/01

**RFB 01-034 " Add Box Culvert to Flat Slab Bridge" Spread Sheet**

<b>Vendor:</b>	<b>Seidel, Inc.</b>	<b>Knight Construction</b>	<b>FC Construction</b>
<b>Amount\$</b>	<b>\$44,500.00</b>	<b>\$53,922.80</b>	<b>\$87,001.50</b>
<b>Completion Date:</b>	<b>before May 21,2002</b>	<b>as per Work Schedule</b>	<b>ASAP</b>

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## **Original Interlocal Agreement for Information Resources and Technologies**

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This Original Interlocal Agreement, hereinafter, "Agreement," is entered into and between the parties (hereinafter "Members") through their respective governing bodies, pursuant to and under the authority of Chapter 791, Texas Government Code, and Subchapter F, Chapter 271, Texas Local Government Code.

### **FINDINGS**

WHEREAS, modern technologies and telecommunication systems offer tremendous opportunities to improve the efficiency and effectiveness of government in Texas; and

WHEREAS, most local governments do not have the resources or the local expertise to efficiently and effectively acquire, implement and maintain technology and telecommunication systems; and

WHEREAS, there are many State, Federal and National initiatives related to enhancing government technology and telecommunication capabilities, there is little, if any, coordination between those efforts, especially with regard to Texas counties and other local governments; and

WHEREAS, there is no existing central, coordinated State agency or program to assist or facilitate the acquisition and use of technology and telecommunication systems by local governments; and

WHEREAS, more effective, efficient and reliable public services will result from all Texas counties and other local governments working with one another, the State and the private sector to build and maintain such systems; and

WHEREAS, there is an immediate and significant need for a central, coordinated technology and telecommunications program to assist counties and other local governments with their information resource and technologies needs; and

WHEREAS, Texas counties and other local governments of the State have individual authority to study, develop, purchase, deploy and use modern technologies and telecommunication systems in support of their operations; and

WHEREAS, the use of technology and communication systems are a routine and essential function of counties and other local governments of the State and are an integral part of all government functions and services; and

WHEREAS, the governing bodies of the Members, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, PREMISES CONSIDERED, and in consideration of and conditioned upon the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

## ORIGINAL INTERLOCAL AGREEMENT

### AGREEMENT

#### 1.01. Purpose and Scope.

This Agreement is for the purpose of providing central, cooperative and coordinated assistance and services to Members in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services.

**2.01. Definitions.** For the purpose of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:

a. "Data processing" means information technology equipment and related services designed for the automated storage, manipulation and retrieval of data by electronic or mechanical means. The term includes:

(1) central processing units, front-end processing units, miniprocessors, microprocessors and related peripheral equipment such as data storage devices, document scanners, data entry equipment, terminal controllers, data terminal equipment, computer-based word processing systems other than memory typewriters and equipment and systems for computer networks;

(2) all related services, including feasibility studies, systems design, software development and time-sharing services, provided by member employees or others; and

(3) the programs and routines used to employ and control the capabilities of data processing hardware, including operating systems, compilers, assemblers, utilities, library routines, maintenance routines, applications and computer networking programs.<sup>1</sup>

b. "Information resources" means the procedures, equipment and software that are designed, built, operated and maintained to collect, record, process, store, retrieve, display and transmit information and associated personnel including consultants and contractors.<sup>2</sup>

c. "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio<sup>3</sup>.

d. "Information resources technologies" means data processing and telecommunications hardware, software, services, supplies, personnel, facility resources, maintenance and training.<sup>4</sup>

e. "Local government" has that meaning assigned to it by Government Code, § 791.003(4) and includes any "political subdivision" of this state as authorized and defined in Government Code, § 791.003(5). For purposes of a cooperative purchasing program administered under this Agreement pursuant to Local Government Code § 271.101, et seq., "local government" has that meaning assigned to it by Local Government Code, § 271.101(2) which definition includes

<sup>1</sup> Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

<sup>2</sup> *Id.*

<sup>3</sup> Source: Children's Online Privacy Protection Act of 1998, 15 U.S.C. sec. 6501

<sup>4</sup> Source: Information Resources Management Act, Texas Government Code, Sec. 2054.003 (Vernon 2000).

## ORIGINAL INTERLOCAL AGREEMENT

counties, municipalities, junior college district, regional planning commissions and other political subdivisions of the state.

f. "Member" means a local government entity that is a party to this Agreement or has executed an Interlocal Participatory Agreement as provided for herein.

g. "Telecommunications" means any transmission, emission, or reception of signs, signals, writings, images, or sounds of intelligence of any nature by wire, radio, optical, or other electromagnetic systems. The term includes all facilities and equipment performing those functions that are owned, leased, or used by member entities.<sup>5</sup>

### 3.01. Powers and Duties.

1. Members agree to use their best efforts to cooperate and work together, whenever possible and feasible, in all matters relating to information resources and technologies, and shall develop, purchase and maintain such services as may be deemed necessary, feasible, and appropriate, including but not limited to:

- a. sharing of information, experiences and best practices;
- b. planning and feasibility studies;
- c. acquiring and assisting in the acquisition of bandwidth and in particular, direct full-time connections to the Internet through high-speed, high-bandwidth connections;
- d. establishing software, hardware and data standards;
- e. technical assistance, training and education;
- f. seeking grants and other funding sources for Members' information resources and technologies;
- g. creation and maintenance of a statewide virtual private network, internal Member networks and services related to those networks;
- h. cooperative or joint procurement of products, goods and services;
- i. coordinating with the efforts of State and Federal agencies;
- j. purchasing or creating shared applications;
- k. geographic information systems and data;
- l. data processing services; and
- m. creation of online information, reporting, and other services either directly, through private contractors, or through partnerships with state agencies.

2. Members shall create and maintain an information resource and technologies information repository and web page for exchange of data and information in support of the purposes of this Agreement.

3. Members shall do a review and assessment of their information resources, technological capabilities and needs and shall, within twelve months from the date of this Agreement, prepare a joint plan to address those needs, which shall include an itemized list of services to be provided.

4. Members shall provide such information and/or data as may be necessary to carry out the purposes of this Agreement, including surveys and questionnaires.

5. Members shall, where possible and practicable, comply with the recommendations and standards developed under this Agreement.

6. Each Member shall appoint an official or employee from the Member entity to serve as the Information Resource Manager for the Member who shall be the official representative of the Member.

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<sup>5</sup> *Id.*

## ORIGINAL INTERLOCAL AGREEMENT

7. Members shall form a Task Force made up of county officials, state agency personnel, and others to study information resource and technologies issues and make recommendations. The members of this Task Force are not required to be from Member entities.

8. This Agreement does not require a Member to use any particular service nor does this Agreement require the provision of any particular service. Members shall determine, in accordance with the provisions of this Agreement, the services to be offered or eliminated. It is understood and agreed that the services contemplated under this Agreement will be phased in as deemed necessary, feasible and practicable.

9. Other than membership fees, financial obligations of Members under this Agreement shall arise only under the terms and provisions of a separate contract, agreement, or instrument that has been formally and specifically approved by the governing body of the Member. No Member shall ever be liable to pay or be responsible for payment of any sum of money to or to any other Member or to any other person or party solely by reason of its execution of this Agreement and shall not be entitled to a refund of any membership fees.

### **4.01. Membership.**

Membership shall be available to any local government, as defined herein. A local government may become a party to this Agreement by the execution of an Interlocal Participation Agreement adopting this Agreement. Any Member may, upon a valid order of its governing body and upon 30 days notice, cancel its membership. Any Member who cancels its membership gives up any and all rights and privileges that it might otherwise have under this Agreement.

### **5.01. Membership Dues.**

The Members agree that membership dues may be collected, increased, or decreased.

### **6.01. Funding.**

Activities engaged in pursuant to this Agreement may be funded by membership fees, contributions, donations, grants, services rendered, goods provided, contracts with state or federal agencies, royalties, margins, administrative fees, or other sources.

### **7.01. Current Revenue.**

The Member hereby warrants that all payments, contributions, fees and disbursements, if any, required of it hereunder shall be made from current revenues. No debt is created by this Agreement.

### **8.01. Term.**

The term of this Agreement shall be one (1) year from the date hereof and shall automatically be renewed on each anniversary of the commencement date. Any member may elect to withdraw from the Agreement at any time upon an order of the commissioners court with notice as provided for below.

ORIGINAL INTERLOCAL AGREEMENT

**9.01. Applicable Law.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action based in whole or part on this agreement is in Travis County, Texas.

**10.01. Severability.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

**11.01. Governance.**

a. The County Information Resources Agency (CIRA) is hereby created to supervise the performance of this Agreement. The Agency shall be governed and managed by a Board of Directors in accordance with this Agreement and the Bylaws of the Agency attached hereto. Said Bylaws are made a part hereof by reference as if fully set forth herein.

b. It is the intention of the Members that the Agency have the shall have any and all powers, rights, privileges, and immunities granted under this Agreement and the laws of this State as now exist or which, in the future may be enacted.

c. The Board shall have the authority to amend the Bylaws at any time as may be necessary, in the discretion of the Board, to carry out the purposes of this Agreement.

d. All monies paid by Members to the Agency under this Agreement, including membership fees, are for services rendered and administrative costs. Members have no equity rights in any of the assets or property of the Agency nor are any Members liable for any of the debts of the Agency. Assets in the hands of the Agency remain the assets of the Agency until such time as this Agreement may terminate as provided for herein.

**12.01. Dissolution.** This Agreement shall terminate when there are less than two Members or upon recommendation of the Board of Directors and approval of all Members. No Member shall have any right of partition or similar right or ability to dissolve the Agency or terminate this Agreement or to make a claim against, acquire, or levy against any of the property or assets of the Agency. Upon dissolution, the current Members shall be entitled to receive any net assets of the Agency in a formula agreed upon by the Board of Directors of the Agency.

**13.01. Amendment.** This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

**14.01. Exclusive Right to Enforce.** The Agency created herein and the Members have the exclusive right to bring suit to enforce this Agreement and no other person may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

**15.01. Notices.** All notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, return receipt requested, or

ORIGINAL INTERLOCAL AGREEMENT

delivered, to the Agency at the following addresses or to such other address as the Board of Directors of the Agency may later designate by amendment to the Bylaws of the Agency:

The E-County Information Resources Agency  
% The Texas Association of Counties  
1204 San Antonio  
Austin, Texas 78701

IN WITNESS WHEREOF, the governing bodies of the Members have approved and adopted this Agreement and have caused this Agreement to be executed and it shall become effective upon the date that two parties have signed this Agreement. This Agreement is being executed by the Members as separate individual agreements and at separate times, each of which shall be considered separately and collectively as an original complete copy of the Agreement, as if each Member had executed the same copy.

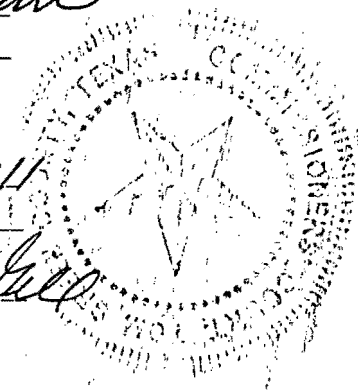
AGREED to and ADOPTED by the order of the commissioners court of  
TOM GREEN County on the 8 day of JANUARY, 2001.

EXECUTED BY THE AUTHORIZED MEMBER OF THE COMMISSIONERS COURT:

Name: Michael D. Brown  
Title: COUNTY JUDGE

ATTESTED to by:

Printed Name: Elizabeth McGill  
Title: County Clerk  
Signature: Elizabeth McGill



AGENCY COORDINATOR DESIGNATION

The Member hereby assigns and designates the following individual as the Agency Coordinator as required by this Agreement and Bylaws:

Printed Name: Michael D. Brown  
Title: County Judge, Tom Green County, TX  
112 W. Beauregard  
Address: San Angelo, TX 76903  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: 915-659-3318  
E-Mail: mikeb@co.tom-green.tx.us