

Tom Green County Commissioners' Court

October 10, 2002

The Commissioners' Court of Tom Green County, Texas, met in Regular Session October 10, 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 (**Absent**)
Michael D. Brown, County Judge

County Judge, Mike Brown, called the meeting to order at 2:02 P.M.

The Pledge of Allegiance was recited and **Judge Brown**, offered the invocation.

3. Commissioner Weeks moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Bookter:

- A. Approved the minutes of the from the Regular Meeting, September 24, 2002 and from the Special Called Meeting September 30, 2002 as presented.
- B. Approved the Minutes of the Accounts Allowable from 9/25 –10/01/02 in the amount of \$1,020,282.10, and from 10/ 2-8 /02 in the amount of \$421,940.02 for a combined total of \$1,442,222.12; Purchase Orders from 9/23-27/02 in the amount of \$92,954.72 and from 9/30 – 10/4/02 in the amount of \$69,815.83 for a total of \$162,770.55.
- C. Accepted Personnel Actions as presented:

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	
Winkler, Su-An	Auditor	New Hire	10/01/02	N/A	\$1270.83	S/M
Van Strien, Helene E.	County Clerk	Rehire	10/01/02	10/1	\$ 634.29	S/M
Turley, Leandra	District Clerk	New Hire	10/10/02	13/1	\$ 735.52	S/M
Davis, Deborah M.	District Court	Trnsfr & Sal. Inc.	10/01/02	N/A	\$ 809.86	S/M
Saucedo, Joyce	Elections	New Hire	09/25/02	STBY	\$ 6.00	/HR
Carrillo, Guadalupe E.	Info Technology	New Hire	10/01/02	7/1	\$ 547.06	S/M
Breeding, Gerald W.	Jail	New Hire	09/30/02	16/1	\$ 832.10	S/M
Byrne, Mary G.	Jail	Salary Increase	10/01/02	29/1	\$1620.72	S/M
Faull, Kathy A.	Jail	New Hire	09/30/02	14/1	\$ 773.21	S/M
Graham, Richard W.	Jail	New Hire	10/07/02	16/1	\$ 852.90	S/M
Gregg, Forrest A.	Jail	New Hire	10/06/02	16/1	\$ 852.90	S/M
Guillen, Eliasar V.	Jail	Trnsfr & Prom.	10/14/02	16/1	\$ 852.90	S/M
Hendricks, Kerry R.	Jail	New Hire	10/14/02	16/1	\$ 852.90	S/M
Pfiester, Adrianne A.	Jail	New Hire	09/26/02	N/A	\$ 906.50	S/M
Tilson, Joseph D.	Jail	New Hire	10/07/02	16/1	\$ 852.90	S/M
Williford, Kimberly S.	Jail	New Hire	09/28/02	16/1	\$ 832.10	S/M
Wilks, Raquel J.	Juv Detention (043)	New Hire	09/25/02	STBY	\$ 5.50	/HR
Robinson, Sasha D.	Juv Detention (043)	New Hire	09/25/02	STBY	\$ 5.50	/HR
*Solis, Amanda	Juv Detention (043)	Promotion	10/01/02	N/A	\$ 852.08	S/M
Dominguez, Jeanie "Ida"	Library	Promotion	10/08/02	P/T	\$ 5.55	/HR
Barta, Mark J.	Risk Management	Dept. Correction	10/01/02	N/A	\$1666.67	S/M
Castillo, Valleri A.	Sheriff	New Hire	10/07/02	12/1	\$ 699.98	S/M
Juarez, Dolores G.	Sheriff	Promotion	10/01/02	13/1	\$ 735.52	S/M
Richey, Truman T.	Sheriff	Salary Increase	10/01/02	30/1	\$1703.64	S/M
Arvedson, Casey M.	Veh Registration	New Hire	10/01/02	10/1	\$ 634.29	S/M
Collins, Kathy F.	Veh Registration	Promotion	10/01/02	13/2	\$ 753.83	S/M
Martinez, Corey M.	Veh Registration	Promotion	10/01/02	11/1	\$ 666.60	S/M
Woodfin, Mivan A.	Veh Registration	Promotion	10/01/02	15/7	\$ 942.28	S/M

- Went from Standby to Full-Time w/benefits

PART-TIME EMPLOYEES
Hourly Wage
Effective 10/08/02 FY 2003

Department	Employee Name	Present Salary	Salary w/2.5% Inc.
DA	Vicki Russell	\$6.15	\$6.30
JP 4	Janet McEntyre	\$6.15	\$6.30
Elections	Joan Benton	\$6.15	\$6.30
Library	Charles Geller	\$5.40	\$5.55
	Cecilia Graham	\$5.40	\$5.55
	Holly Green	\$5.30	\$5.45
	Refugia Guajardo	\$5.40	\$5.55
	Guillermo Haro	\$5.40	\$5.55
	Julie Hernandez	\$6.15	\$6.30
	Karen Jackson	\$6.15	\$6.30
	Christina Knight	\$6.15	\$6.30
	Donna Lee	\$5.30	\$5.45
	Jesus Ramos	\$5.30	\$5.45
	Adriana Romo	\$6.15	\$6.30
	Liz Santillan	\$6.15	\$6.30
	Mary Sheppard	\$5.40	\$5.55
	Carina Sturgeon	\$5.40	\$5.55
	VACANT	N/A	\$5.55
	Gloria Zamudio	\$5.40	\$5.55
Parks	Gabriel Mendez	\$6.15	\$6.30
	Jerry Tilley	\$6.40	\$6.55
Housekeeping	Antonio Garcia	\$5.30	\$5.45
	Alvina Garza	\$5.30	\$5.45
	Carmen Rodriguez	\$5.30	\$5.45
	Rebecca Renteria	\$5.15	\$5.30
	Bill Torres	\$5.15	\$5.30

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

NAME	DEPARTMENT	ACTION	EFF. DATE	GRADE /STEP	SALARY	
Ely, Amy J.	Elections	Dropped	09/23/02	STBY	\$ 5.50	/HR
Medders, Ashley N.	Elections	Dropped	09/23/02	STBY	\$ 5.50	/HR
Davis, Robert L.	Juv Detention (043)	Dropped	09/25/02	STBY	\$ 5.50	/HR
Foley, Monica G.	Juv Detention (043)	Dropped	09/25/02	STBY	\$ 5.50	/HR
Foreman, James R.	Juv Probation (059)	Resigned	09/18/02	N/A	\$ 959.58	S/M
Jacques, Nyree L.	Juv Detention (043)	Dropped	09/25/02	STBY	\$ 5.50	/HR
Perez, Neomi C.	Juv Detention (043)	Dropped	09/25/02	STBY	\$ 5.50	/HR
Schuller, Robert A.	Juv Detention (043)	Dropped	09/25/02	STBY	\$ 5.50	/HR
Justiss, Larry D.	Library	Remove from G/S	10/01/02	N/A	\$2057.49	S/M
Whitford, Shonda L.	Library	Dismissed	09/26/02	P/T	\$ 5.40	/HR
Gilliland, Roy W.	CRTC (235)	New Hire	10/03/02	N/A	\$ 751.42	S/M
Masterson, Robert M.	CRTC (235)	Salary Increase	09/16/02	N/A	\$1602.25	S/M
Floyd, Leslie L.	CSCD (151)	Resigned	09/23/02	N/A	\$1351.67	S/M
Reyes, Federico	CSCD (152)	Prom/Fund Chg.	10/16/02	N/A	\$1178.38	S/M
Roberson, Angelica M.	CSCD (218)	New Hire	10/01/02	N/A	\$1021.96	S/M
Rose, Donald E.	CSCD (255)	Trnsfr & Sal. Inc.	10/01/02	N/A	\$ 800.13	S/M

D. Acknowledged Materialman's Affidavit and Final Waiver of Lien and Final Release for the following Tom Green County Jail Project in connection with the Performance of Contract between:

Phase III: Kenro Plumbing and Wrap It Insulation
Kenro Plumbing and Morrison Supply
Kenro Plumbing and Nunn Electric
Lane Weather Mart Inc. and Kenro Plumbing

Phase II: Kenro Plumbing and Wrap It Insulation
Kenro Plumbing and Morrison Supply
Kenro Plumbing and Nunn Electric
Lane WeatherMart Inc. and Kenro Plumbing
(Recorded with these Minutes)

E. Appointed or reappointment of Latisha Clay, Leslie Floyd, Donna Kidd, Evan Pierce Jones, and E. Wayne Smith as Board of Trustees to the Mental Health & Mental Retardation Services for the Concho Valley to serve for a two-year term which will begin on November 1, 2002 and run through October 31, 2004.

F. Accepted the Indigent Health Care Monthly Financial and Activity Report for September, 2002 as a matter of record. (Recorded with these Minutes)

G. Granted request from Concho Valley Electric Cooperative, Inc. to place a power line within the east right-of-way of San Antonio Street and extending across the north right-of-way of Eighth Street in Carlsbad.

H. Approved request from Concho Rural Water Corp. to install:

1. A 2 inch bore across Rollin Acres Road for water service. The bore will be approximately 40 feet in length from the south side of Rollin Acres Road to the north side.
2. A 6 inch water line along the east side of Ballard Road approximately 1690 feet, beginning at the intersection of US Hwy. 87 N. and the intersection of Ballard Road and continue northeast to a Mobile Home Park.
3. A 6 inch water line along the west side of Ballard Road approximately 2600 feet, beginning 1360 feet south of Grape Creek Road and continue 1920 feet south along Ballard Road to the point of ending to serve Allard Estates Subdivision.

I. Set November 8, 2002 as the opening date for :

1. RFB 02-020 "Limestone type D"
2. RFB 02-021 "State Grade Rock"
3. RFB 02-022 "Asphalt Oil Products"
4. RFB 02-023 "Auto Parts"

J. Set November 8, 2002 as the opening date for:

1. RFB 02-018 "Asphalt Distributor"
2. RFB 02-019 "Chip Spreader"

K. Set November 8, 2002 as the opening date for RFB 02-016 "1 or more new model 2003, 15 passenger vans"

L. Granted request from Verizon Southwest to bury communication line within the right-of-way of a county road starting at 15 feet south of the intersection of US HWY 67 on Douglas Loop in the east right-of-way to bore and push a 2 inch GT 80 for 42 feet in a westerly direction then directly bury for 15 feet in the west right-of-way in a northerly direction to intersect with State right-of-way to end at this point.

M. Granted request from Verizon Southwest to bury communication line within the ROW of a county road starting at a point approximately ¼ mile from US HWY 67 S on paved County road known as City Farm Road, boring paved County road at that point from west to east and placing cable in conduit then continuing down west back slope of paved county road for a distance of 2,700 feet and terminating at that point.

All voted in favor.

25. Don Scott presented the annual Concho Valley Council of Government Thunderbird Transit Report. He reported that in their 6th year of existence, they would be adding

a 5th vehicle to their fleet. He also stated that usage was up 46%. (Summary recorded with these minutes and copies of the Planning Review are on file in the County Clerk's Office.)

7. Keith Davis, Attorney for the County, presented the Court with options regarding a tract of land on the corner of Grape Creek Road and US HWY 87 N.

Judge Brown moved to authorize the County Judge to sign an agreement for Right of Entry" between Tom Green County and LCRA Transmission Services Corporation. Commissioner Weeks seconded the motion and all voted in favor.

Judge Brown moved to authorize an appraisal of the current value of the County owned land located at the corner or Grape Creek Road and US HWY 87 N. Commissioner Friend seconded the motion and all voted in favor.

5. **Judge Brown moved to approve the recommendation of the Tom Green County Library Board to reappoint Terence Dalrymple, Philip Lane, Karen Eckhardt, Caroline O'Connor and Gloria Duarte for two year terms to expire September 30, 2004. Commissioner Bookter seconded the motion and all voted in favor.**

(Recorded with these minutes)

6. **Commissioner Weeks moved to approve the request by D&D Cable Services, LTD. contracted to Cox Communications to construct underground and aerial cable installation within the right of way of county roads and utility easements, subject to Tom Green County Construction Guidelines. Commissioner Friend seconded the motion and all voted in favor.** (Filed for review in the County Clerk's Office)
8. **Commissioner Weeks moved to adopt the Resolution where the Tom Green County Commissioners' Court urges the 78th Texas Legislature to support the Texas Department of Mental Health and Mental Retardation's funding request for 2004 and 2005. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes)
9. **Judge Brown moved to approve the appointment of Ervin Young, Jr. as replacement Presiding Judge of Precinct # 459 with Mary Jo Thomson remaining as the Alternate Judge. Commissioner Bookter seconded the motion and all voted in favor.** (Recorded with these minutes)
27. Mr. Rupp, the 911 co-ordinator, stated that an area of a road had never been named and therefore needed to be named for 911 purposes even though it is a private road. The road is an access road off of Cralle Road which is off of US HWY 277 out of Christoval .
Judge Brown moved for the authorization to designate the private road extending off of Cralle Road , in Precinct #4, to be named PR 402 for 911 purposes. Commissioner Friend seconded the motion and all voted in favor.
10. **Commissioner Friend moved to authorize the Purchasing Director to enter into negotiations with West Central Wireless for cellular service regarding RFB 02-015 "Cellular Services". Commissioner Weeks seconded the motion and all voted in favor.**
11. The renewal of RFB 01-027 "Caliche" was tabled until November 8, 2002.
12. **Judge Brown moved to donate a Water Tank from Precincts 2&4 Road & Bridge Department to the Carlsbad Volunteer Fire Department as authorized by Local Government Code 263.152. The motion was seconded by Commissioner Weeks and all voted in favor.**
13. **Judge Brown moved to authorize the County Judge to request the transfer of dry hydrants from Coleman County to Tom Green County. Commissioner Friend seconded the motion and all voted in favor.**
22. Steve Henderson, Director of the Community Supervision and Correction Department (CSCD), presented a request to the Court asking them to consider naming the Bell Street Facility after Garey Towndrow, an officer who was recently killed in a traffic accident on his way to work. The Court discussed the pros and cons and other scenarios that might occur. Steve also explained that they have established a memorial garden behind the facility in honor of Garey.
Commissioner Friend moved to authorize the County Judge and the CSCD Director to design and purchase a plaque in memory of Garey G. Towndrow and placed in the Bell Street facility. Commissioner Weeks seconded the motion and all voted in favor.

14. Judge Brown moved to recommend to the committee for the expenditure of Bureau of Justice Administration Block Grant Funding to be used for radios for the Sheriff's Office. Commissioner Friend seconded the motion and all voted in favor.
15. Judge Brown moved to table this agenda item and authorize the County Judge to write a letter stating that the County's intent is to leave the ETJ at 3.5 miles outside the City limits and hold off on any decisions until the city responds to the letter being sent. Commissioner Friend seconded the motion and all voted in favor.
16. Commissioner Friend moved to grant the request by the City of San Angelo to install a low pressure gas line across City Farm Road right of way in Precinct #1 according to the adopted TX Dot standards guidelines and that the Commissioner of Precinct #1 or the Road Superintendent, David Spieker, will inspect the pipeline prior to covering the line. Judge Brown seconded the motion and all voted in favor.
17. Commissioner Weeks moved for Housekeeping to retain the blue van that had been designated for the surplus sale. Funds will be transferred \$1100.00 from transportation to Housekeeping auto allowance, \$2250.00 from Equipment to repair the van, \$500.00 from equipment parts and repairs to gas. Commissioner Friend seconded the motion and all voted in favor.
18. Commissioner Friend moved to adopt a Resolution in support of the Texas Boll Weevil Eradication Program. Commissioner Bookter seconded the motion and all voted in favor. (Recorded with these minutes).
19. Judge Brown moved to award the asbestos abatement for the Shaver building to VANCO Insulation out of Midland at a bid price of \$19,880.00 with the additional cost of plans and specification, \$4,500.00 for monitoring cost, and estimated TDH of 1,390.00 for a total cost of \$26,270.00. Commissioner Weeks seconded the motion and all voted in favor. (Recorded with these minutes.)
20. Judge Brown moved to approve the Adoption Agreement pursuant to Chapter 791 of the Texas Government Code with Respect to that Certain Interlocal Agreement Concerning Provision of certain Insurance Coverages and Reinsurance of Such Coverages and authorize the County Judge to execute the Interlocal Insurance Coverage Agreement with Texas Association of Political Subdivisions. Commissioner Friend seconded the motion and all voted in favor.
21. Judge Brown moved for the adoption of the Resolution of Tom Green County Authorizing the filing of a grant application with the Concho Valley Council of Governments for a regional solid waste grants Program Grant. Commissioner Friend seconded the motion and all voted in favor.
23. This item was approved 9-24-02.
24. Commissioner Friend moved to adopt the Proclamation proclaiming the week of October 21-25, 2002 as "National Business Women's Week". Commissioner Bookter seconded the motion and all voted in favor.
26. Commissioner Friend moved to renew the Interlocal Agreement with Kerr County to hold mental health and chemical dependency Court hearings and authorize the County Judge to execute the necessary papers. Commissioner Weeks seconded the motion and all voted in favor.
27. Other items discussed pertaining to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations were a request from a surveyor requesting some of our rules be modified. No Action was taken
28. There were no line item transfers. .

Future Agenda Items:

1. November 19, 2002 to discuss hazmat issues.
2. Pending law suit.
3. Petition request designating another location for early voting.

Announcements:

1. Special meeting Monday October 14, 2002, at 9:00 AM.
2. Special meeting November 19, 2002.

The meeting was adjourned at 4:04 PM.

of the Commissioners' Court

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green

Report for the Month/Year of September 2002

I. Application/Case Data

	Cases	Persons
Applications Approved During Report Month	28	29
Applications Denied During Report Month	33	35

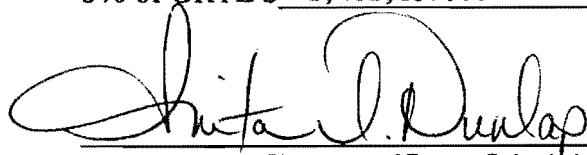
II. Creditable Expenditures During Report Month

Physicians Services	1.	-0-	
Prescription Drugs	2.	-0-	
Hospital, Inpatient Services	3.	-0-	
Hospital, Outpatient Services	4.	-0-	
Laboratory/X-Ray Services	5.	-0-	
Skilled Nursing Facility Services	6.	-0-	
Family Planning Services	7.	-0-	
Rural Health Clinic Services	8.	-0-	
State Hospital Contracts	9.	-0-	
Optional Services	10.	-0-	
Total Expenditures (Add #1 - #10)			11. -0-
Reimbursements Received	12.	(58,774.21)	
6% Case Review Findings (\$ in error)	13.	(-0-)	
Total to be deducted (Add #12 + #13)			14.(58,774.21)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)	15.	-58,774.21	

STATE FICAL YEAR (September 1 – August 31) TOTAL \$ -58,774.21

General Revenue Tax Levy (GRTL) \$ 18,273,209.00

8% of GRTL \$ 1,461,857.00 6% of GRTL \$ 1,096,393.00


 Signature of Person Submitting Report

10-1-02
 Date

Print Name and Title Anita I. Dunlap, TGC Indigent Health Care Administrator

TOM GREEN COUNTY,

MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
AND FINAL RELEASE

THIS IS TO CERTIFY THAT ALL OBLIGATIONS FOR LABOR AND /OR MATERIALS
ALL TAXES, LICENSES, FEES AND/OR INSURANCE AND ALL OTHER BILLS OF WHAT-
EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

KENRO PLUMBING AND WRAP IT INSULATION
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE III
PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

WRAP IT INSULATION DOES HEREBY:
SUPPLIER

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
ON ACCOUNT OF LABOR AND/OR MATERIALS FURNISHED.

2. RELEASE AND FOREVER DISCHARGE TOM GREEN COUNTY, ITS BONDING
COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

KENRO PLUMBING
SUBCONTRACTOR

OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
SUBCONTRACT, OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY SAID
SUBCONTRACTOR OR SAID SUPPLIER ON SAID PROJECT INCLUDING;

(there are no exceptions unless specific claims in stated amounts are listed)

3. AGREE TO HOLD HARMLESS FROM ANY LIABILITY AND TO REIMBURSE
TOM GREEN COUNTY, ITS BONDING COMPANIES, AND THE OWNER OF THE
SUBJECT PROPERTY, FOR ALL THEIR COSTS, EXPENSES, AND REASONABLE
ATTORNEY FEES ON ANY CLAIMS HEREAFTER MADE IN CONNECTION
WITH SAID SUBCONTRACT OR ANY WORK PERFORMED BY IT ON SAID
PROJECT EXCEPT AS LISTED ABOVE. THIS RELEASE MAY NOT BE CHANGED
ORALLY..

EXECUTED AT San Angelo, Tex ON THIS 10 DAY
OF Sept, A.D. 2002

ATTEST: (IF CORPORATION)

(seal)

WRAP IT Ins.
SUPPLIER
by Douglas Giese
(signature)

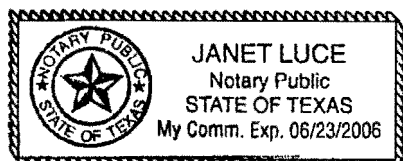
Douglas Giese Foreman
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Douglas Giese
ON THIS 10 DAY OF Sept, A.D. 2002

Janet Luce
NOTARY PUBLIC

State of Texas

COMMISSION EXPIRES: 6-23-2006



TOM GREEN COUNTY

MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
AND FINAL RELEASE

THIS IS TO CERTIFY THAT ALL OBLIGATIONS FOR LABOR AND /OR MATERIALS
ALL TAXES, LICENSES, FEES AND/OR INSURANCE AND ALL OTHER BILLS OF WHAT-
EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

LANE WEATHER MART INC.- AND KENRO PLUMBING

ON

TGC JAIL-PHASE III

PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

KENRO PLUMBING _____ DOES HEREBY:

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
ON ACCOUNT OF LABOR AND/OR MATERIALS FURNISHED.

2. RELEASE AND FOREVER DISCHARGE TOM GREEN COUNTY ,ITS BONDING
COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

LANE WEATHER MART INC. _____
OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
SUBCONTRACT, OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY SAID
SUBCONTRACTOR OR SAID SUPPLIER ON SAID PROJECT INCLUDING;

(there are no exceptions unless specific claims in stated amounts are listed)

3. AGREE TO HOLD HARMLESS FROM ANY LIABILITY AND TO REIMBURSE
TOM GREEN COUNTY, ITS BONDING COMPANIES, AND THE OWNER OF
THE SUBJECT PROPERTY, FOR ALL THEIR COSTS, EXPENSES, AND REASONABLE
ATTORNEY FEES ON ANY CLAIMS HEREAFTER MADE IN CONNECTION WITH SAID
SUBCONTRACT OR ANY WORK PERFORMED BY IT ON SAID PROJECT EXCEPT AS LISTED
ABOVE. THIS RELEASE MAY NOT BE CHANGED ORALLY.

EXECUTED AT San Angelo , Texas ON THIS 10 DAY
OF Sept , A.D. 2002

ATTEST: (IF CORPORATION)

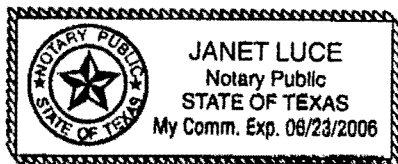
(seal)

SUPPLIER

by Ronny Foster
(signature)

RONNY FOSTER
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Ronny Foster
ON THIS 10 DAY OF Sept , A.D. 2002



Janet Luce
NOTARY PUBLIC

State of Texas

COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY,

MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
AND FINAL RELEASE

THIS IS TO CERTIFY THAT ALL OBLIGATIONS FOR LABOR AND /OR MATERIALS
ALL TAXES, LICENSES, FEES AND/OR INSURANCE AND ALL OTHER BILLS OF WHAT-
EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

KENRO PLUMBING AND MORRISON SUPPLY
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE III
PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

MORRISON SUPPLY DOES HEREBY:
SUPPLIER

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
ON ACCOUNT OF LABOR AND/OR MATERIALS FURNISHED.

2. RELEASE AND FOREVER DISCHARGE TOM GREEN COUNTY, ITS BONDING
COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

KENRO PLUMBING
SUBCONTRACTOR

OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
SUBCONTRACT, OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY SAID
SUBCONTRACTOR OR SAID SUPPLIER ON SAID PROJECT INCLUDING;

(there are no exceptions unless specific claims in stated amounts are listed)

3. AGREE TO HOLD HARMLESS FROM ANY LIABILITY AND TO REIMBURSE
TOM GREEN COUNTY, ITS BONDING COMPANIES, AND THE OWNER OF THE
SUBJECT PROPERTY, FOR ALL THEIR COSTS, EXPENSES, AND REASONABLE
ATTORNEY FEES ON ANY CLAIMS HEREFTER MADE IN CONNECTION
WITH SAID SUBCONTRACT OR ANY WORK PERFORMED BY IT ON SAID
PROJECT EXCEPT AS LISTED ABOVE. THIS RELEASE MAY NOT BE CHANGED
ORALLY..

EXECUTED AT San Angelo, Texas ON THIS 10 DAY
OF Sept, A.D. 2002

ATTEST: (IF CORPORATION)

(seal)

MORRISON SUPPLY
SUPPLIER

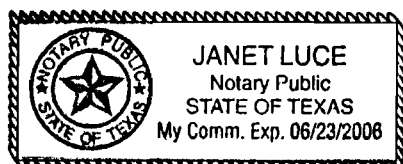
by

(signature)

JOE ALLEN CR. MGR
printed name

Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Joe Allen
ON THIS 10th DAY OF September, A.D. 2002



Janet Luce
NOTARY PUBLIC

State of Texas

COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY,
MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
AND FINAL RELEASE

THIS IS TO CERTIFY THAT ALL OBLIGATIONS FOR LABOR AND /OR MATERIALS
ALL TAXES, LICENSES, FEES AND/OR INSURANCE AND ALL OTHER BILLS OF WHAT-
EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

KENRO PLUMBING AND NUNN ELECTRIC
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE III
PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

NUNN ELECTRIC DOES HEREBY:
SUPPLIER

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
ON ACCOUNT OF LABOR AND/OR MATERIALS FURNISHED.

2. RELEASE AND FOREVER DISCHARGE TOM GREEN COUNTY, ITS BONDING
COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

KENRO PLUMBING
SUBCONTRACTOR
OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
SUBCONTRACT, OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY SAID
SUBCONTRACTOR OR SAID SUPPLIER ON SAID PROJECT INCLUDING;

(there are no exceptions unless specific claims in stated amounts are listed)

3. AGREE TO HOLD HARMLESS FROM ANY LIABILITY AND TO REIMBURSE
TOM GREEN COUNTY, ITS BONDING COMPANIES, AND THE OWNER OF THE
SUBJECT PROPERTY, FOR ALL THEIR COSTS, EXPENSES, AND REASONABLE
ATTORNEY FEES ON ANY CLAIMS HEREAFTER MADE IN CONNECTION
WITH SAID SUBCONTRACT OR ANY WORK PERFORMED BY IT ON SAID
PROJECT EXCEPT AS LISTED ABOVE. THIS RELEASE MAY NOT BE CHANGED
ORALLY..

EXECUTED AT San Angelo Tex ON THIS 10 DAY
OF Sept, A.D. 2002

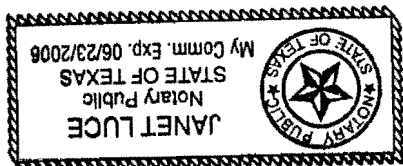
ATTEST: (IF CORPORATION)

(seal)

SIMMONS-HUELL'S SUPPLY
SUPPLIER
by Terry Wallace
(signature)

TERRY WALLACE MKT
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Terry Wallace
ON THIS 10 DAY OF Sept, A.D. 2002



NOTARY PUBLIC

State of Texas

COMMISSION EXPIRES:

6-23-2006

TOM GREEN COUNTY,
MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
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PERFORMANCE OF THE CONTRACT BETWEEN

KENRO PLUMBING AND WRAP IT INSULATION
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE II
PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

WRAP IT INSULATION DOES HEREBY:
SUPPLIER

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
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COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

KENRO PLUMBING
SUBCONTRACTOR

OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
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ORALLY..

EXECUTED AT San Angelo, Texas ON THIS 10 DAY
OF Sept, A.D. 2002

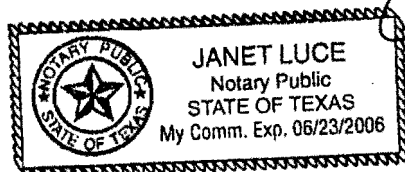
ATTEST: (IF CORPORATION)

(seal)

WRAP IT Ins.
SUPPLIER
by Douglas Giese
(signature)

Douglas Giese FOREMAN
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Douglas Giese
ON THIS 10 DAY OF Sept, A.D. 2002



Janet Luce
NOTARY PUBLIC
State of Texas
COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY
MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
AND FINAL RELEASE

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EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

LANE WEATHER MART INC.- AND KENRO PLUMBING

ON

TGC JAIL-PHASE II
PROJECT

HAVE BEEN PAID IN FULL, AND THERE ARE NO UNSATISFIED CLAIMS FOR SUCH ITEMS
OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

KENRO PLUMBING DOES HEREBY:

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
ON ACCOUNT OF LABOR AND/OR MATERIALS FURNISHED.

2. RELEASE AND FOREVER DISCHARGE TOM GREEN COUNTY, ITS BONDING
COMPANIES, IF ANY THE OWNER OF THE SUBJECT PROPERTY, AND

LANE WEATHER MART INC.
OF AND FROM ALL DEBTS, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION
OF EVERY CHARACTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SAID
SUBCONTRACT, OR ANY WORK PERFORMED OR MATERIALS SUPPLIED BY SAID
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EXECUTED AT San Angelo, Tex ON THIS 10 DAY
OF Sept, A.D. 2002

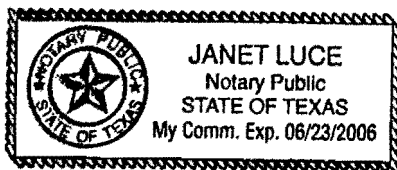
ATTEST: (IF CORPORATION)

(seal)

Kenro Plbg
SUPPLIER
by Ronny Foster
(signature)

Ronny Foster
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Ronny Foster
ON THIS 10 DAY OF Sept, A.D. 2002



Janet Luce
NOTARY PUBLIC
State of Texas

COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY,
MATERIALMAN'S AFFIDAVIT AND FINAL WAIVER OF LIEN
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EVER NATURE, WHICH AROSE IN ANY MANNER IN CONNECTION WITH THE
PERFORMANCE OF THE CONTRACT BETWEEN

KENRO PLUMBING AND MORRISON SUPPLY
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE II
PROJECT

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OR FOR INJURIES TO PERSONS AND/OR PROPERTY OCCURRING FROM OR INCIDENT TO
THE PERFORMANCE OF SAID CONTRACT, EXCEPT AS FOLLOWS:

MORRISON SUPPLY DOES HEREBY:
SUPPLIER

1. WAIVE AND RELEASE ANY AND ALL LIENS, MECHANIC OR RIGHTS OF
SUCH LIENS OR WHATEVER NATURE IT MAY HAVE ON THE ABOVE DESCRIBED PROJECT
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SUBCONTRACTOR
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EXECUTED AT San Angelo, Tx ON THIS 10 DAY
OF Sept, A.D. 2002

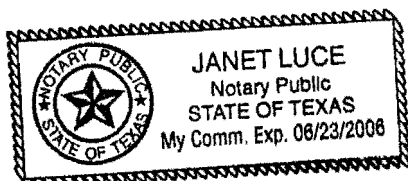
ATTEST: (IF CORPORATION)

(seal)

MORRISON SUPPLY
SUPPLIER
by [Signature]
(signature)

JOE ALLEN BE MOR.
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Joe Allen
ON THIS 10th DAY OF September A.D. 2002



Janet Luce
NOTARY PUBLIC
State of Texas

COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY,
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KENRO PLUMBING AND NUNN ELECTRIC
(SUBCONTRACTOR) (SUPPLIER)

ON

TGC JAIL -PHASE II
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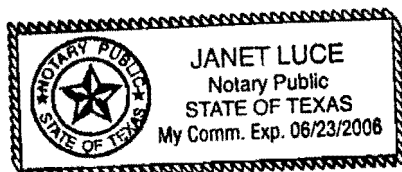
EXECUTED AT San Angelo - Tx ON THIS 10 DAY
OF Sept, A.D. 2002

ATTEST: (IF CORPORATION)

(seal)

SIMMONS-HUBBING SUPPLY
SUPPLIER
by Terry Wallace
(signature)
TERRY WALLACE MGR
printed name Title

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Terry Wallace
ON THIS 10 DAY OF Sept, A.D. 2002



Janet Luce
NOTARY PUBLIC
State of Texas
COMMISSION EXPIRES: 6-23-2006

TOM GREEN COUNTY-THUNDERBIRD RURAL TRANSPORTATION OPERATIONAL SUMMARY SEPTEMBER 2001 - AUGUST 2002

Thunderbird Transportation began offering service in Tom Green County in October of 1997. In its Sixth year of operation, Thunderbird Transit continues to transport Tom Green County residents to medical appointments, shopping needs, social services, employment, and recreational needs.

Total Number of Passengers Served

A total of 3,500 passengers have received transit services during the period *September 2002 through August 2003*. Each month's total passenger count incorporates repeat ridership from previous months. Approximately 78% of these passengers are repeat riders or 2,730 of the 3,500 passengers rode more than once in the designated time frame.

Total Number of One-Way Passenger Trips

The percent change is a net increase of 46% over the previous year total of 6,951 passenger trip count figure for the designated time frame. A total of 10,133 one-way trips have been accomplished for Program Year 2002 September 2001 – August 2002

Total Miles Traveled

Total miles traveled also increased by 1% over last years 132,138 totals. A total of 133,785 revenue miles have been accomplished in Tom Green County. Revenue miles are calculated by subtracting out dead head (or non-service use mileage) out of total mileage. Miles traveled in comparison to passenger trips accomplished is great but given the nature and focus of rural transportation this disparity is expected. Our system goal is .6 trips per revenue mile traveled. Tom Green County trip per mile equals .3. Tom Green County's service delivery profile varies from that of adjacent counties. Tom Green has more than a dozen populated communities surrounding the City of San Angelo, the destination of choice for the majority of passengers in the County. These round-trips often include a one-way dry run or a trip with no passengers on the vehicle to complete the trip.

Drivers Salary, Fuel and Maintenance Expenses

Salary expenses for driver services in Tom Green County totaled \$53,751.00. Beginning September 1, 1999 the CVCOG began Preventative Maintenance Scheduling for all of its system vehicles to help reduce the cost of third party maintenance and repair expenses with dealerships and local repair shops.

Currently, Tom Green County is operating with **2 (two) full-time drivers and 2 (two) part-time drivers** while utilizing **4 (four) vehicles** as demand for service determines. The Thunderbird Transit System operates Twenty-six (26) vehicles. The vehicles are interchanged in the counties as needed. Fuel is being purchased at the lowest possible cost from the City of San Angelo.

Total Fares, Contributions and Contract Fees for Transportation

Passenger service revenue for the period totaled **\$3,712.50** consisting of fares and contributions up from the previous year total **\$3,050.00**. The Area Agency on Aging of the Concho Valley continues to assist seniors to ride on a contribution only basis by subsidizing senior transportation in Tom Green County in the amount of **\$1,250.00**. Transportation services to Tom Green County residents were also made possible through contract fees negotiated with the Texas Department of Health for medical transit services to eligible clients in Tom Green County amounting to approximately **\$20,953.00**. State public transportation funds support operations in the county in the amount of **\$20,127.00** along with Tom Green County's contribution of **\$14,407.96** bringing the total non-vehicle operating revenue to **\$56,737.96**. Normal passenger service and medical transportation are currently available in 13-counties including Tom Green.

New Developments

The Texas Department of Transportation (TXDOT) published request for proposals (RFP) regarding section 5313 planning project money, in the Federal Register in January 2001. The Concho Valley Council of Governments proposed to conduct a study that will initiate enhancements and improvements and to increase the coordination between rural transit districts, elderly and disabled transportation programs, social service providers, other public transit providers, and finally other modes of travel.

The Concho Valley Council of Governments was awarded a planning project grant and has almost completed the study, which includes focus group sessions in most of the rural areas of the Concho Valley, and a transportation survey analysis being conducted with the help of the Government department at Angelo State University and Transportation Planner, Don Scott. Results and findings are published at the Concho Valley Council of Governments website @ <http://www.cvcoq.org>

RIGHT OF ENTRY

DATE: October 10, 2002

OWNER: Tom Green County

OWNER'S ADDRESS: Tom Green County Justice Center
122 W. Harris
San Angelo, Texas 76903

LCRA: LCRA TRANSMISSION SERVICES CORPORATION

LCRA'S ADDRESS: P. O. Box 220
Austin, Texas 78767

PROPERTY: Attached as Exhibit "A"

PROJECT: Morgan Creek to Comanche Transmission Line Project

RECITALS

The LCRA Transmission Services Corporation ("LCRA"), Board of Directors has authorized the construction of the PROJECT in Tom Green County to provide electrical power to its customers.

LCRA has completed the preliminary work in anticipation of constructing the PROJECT. A portion of the PROJECT will be located and constructed within the PROPERTY.

LCRA now desires to construct the PROJECT.

Due to the need for LCRA to obtain possession of the OWNER'S PROPERTY for the PROJECT and to accommodate the schedules of the parties, LCRA has requested, and OWNER has agreed, to grant LCRA the right to enter the PROPERTY.

AGREEMENT

OWNER, in consideration of the promises made herein, hereby grants and demises to LCRA and its authorized agents the right and privilege to enter upon the PROPERTY for the purposes of brush removal, clearing of right-of-way and construction of PROJECT.

This Right of Entry is personal to the LCRA and its contractors for this PROJECT. It is not assignable, and any attempt to assign this Right of Entry will terminate the privileges granted to LCRA hereunder.

It is agreed that in the use of the PROPERTY, LCRA is acting independently and not as an agent, employee, or representative of OWNER. LCRA, to the extent allowed by law, hereby binds itself, its successors and assigns, to indemnify and hold OWNER, its employees, agents, representatives, elected officials, successors and assigns harmless from any and all claims, demands and causes of action of any kind or character asserted against OWNER, its successors and assigns to the extent such claims, demands and causes of action arise out of or result from the acts and/or omissions of LCRA and its employees, in connection with (a) the PROJECT; or (b) the exercise of any right or privilege hereunder; or (c) any condition created, maintained or suffered to exist on or about the PROPERTY to the extent same is due to the acts or omissions of LCRA and its employees, agents or representatives.

LCRA, by acceptance of this Right of Entry agrees to, at all times after completing any work on the PROPERTY, restore the surface of the PROPERTY, as nearly as possible, to the condition in which the PROPERTY was found immediately before such work was undertaken.

By virtue of the granting of permission to LCRA to enter upon the PROPERTY in accordance with this Right of Entry, OWNER does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that OWNER may have in connection with the acquisition of the rights to the PROPERTY by LCRA under the right of eminent domain, all such legal rights and defenses being expressly reserved to OWNER.

This Right of Entry shall be effective until January 30, 2003.

When the context requires, singular nouns and pronouns include the plural.

TOM GREEN COUNTY

By: _____

Michael D. Brown
Michael D. Brown, County Judge Acting in his
Official Capacity and not in his Individual Capacity

LCRA TRANSMISSION SERVICES CORPORATION



By: _____

CoJer Surveying, Inc.

Registered Professional Land Surveyors
1165 Lytle Way, Ste B
Abilene, Texas 79602
Telephone (915) 673-3704

Planning - Subdivisions - Locations - Lots
Farms - Ranches - Route Surveys
Global Positioning System (GPS)

Exhibit A
LL # TG-9c (B)

Being the description of an easement tract of land 160' in width, 80 feet each side of centerline and being out of the following Survey;

17.66 acres of land, more or less, being out of a 112.2 acre tract of land, out of Llano County School Land Survey 964, Abstract 1609, and being more particularly described in Volume 669, Page 152, of the Deed Records of Tom Green County, Texas.

and said centerline being more particularly described as follows:

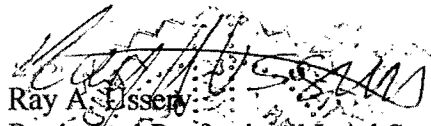
Beginning at a 1/2" metal rebar set on the East line of said 17.66 acre tract whence a 4 1/2" Steel pipe fence corner post found for a corner of said 17.66 acre tract bears N26°38'20"W 1090.26' and a brass cap found for the Southeast corner of said 17.66 acre tract bears S26°38'20"E 144.27';

Thence N88°54'52"W a distance of 281.75' to a 1/2" metal rebar set on the West line of said 17.66 acre tract of land and the East line of U.S. Highway 87 recorded in Volume 423, Page 567, and Volume 440, Page 343, all in Deed Records, Tom Green County, Texas for the end of this easement, whence a found Brass Cap marked C-202-4 for the Northwest corner of said 17.66 acre tract of land bears N52°30'17"W 3441.64' and said easement being 281.75' in length and containing 1.04 acres of land.

Bearings and distances based on Lambert Grid, Texas Central Zone NAD83/93.

Note: See attached plat. (Exhibit 'B')

Surveyed on the ground May, 2001.


Ray A. Essery
Registered Professional Land Surveyor
R.P.L.S. No. 53112

September 4, 2001

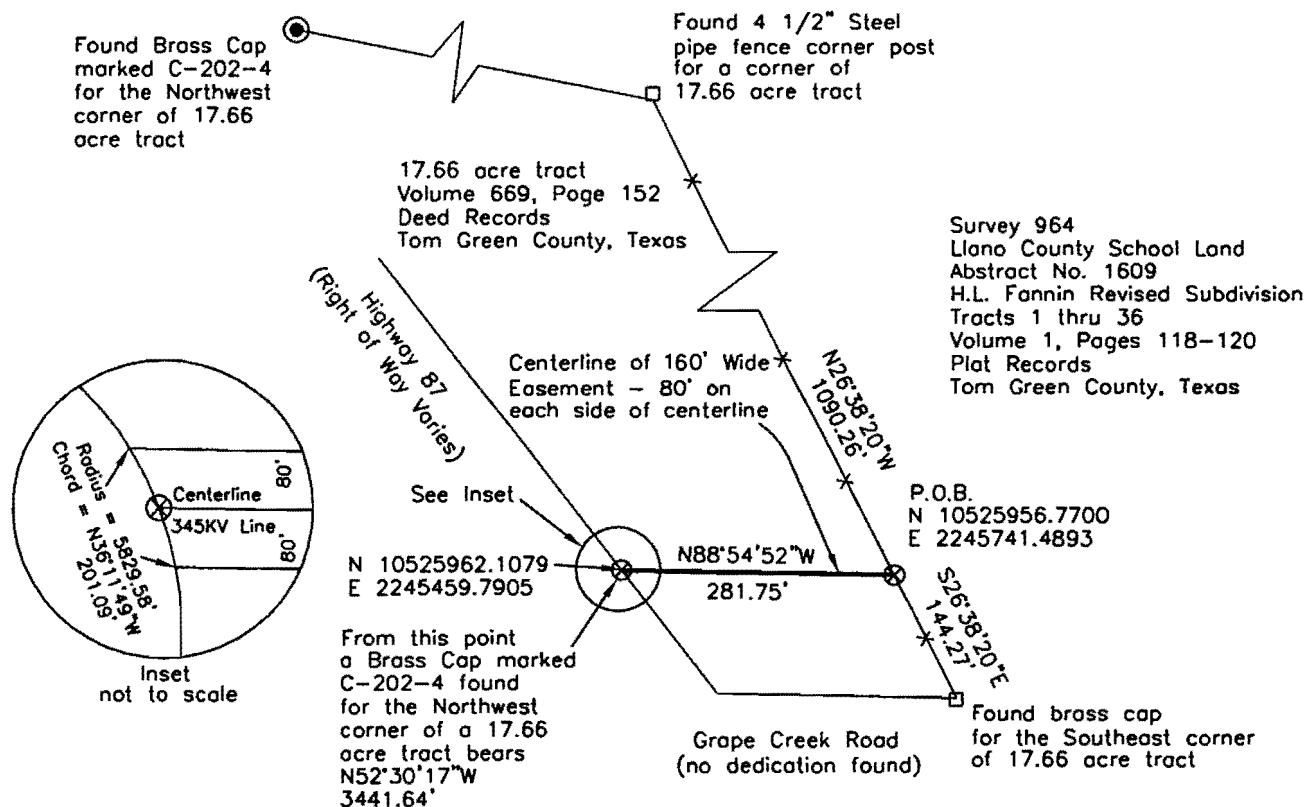
LL # TG-9c (B)

EXHIBIT B

NOTE: RESEARCH PROVIDED BY:
RIGHT OF WAY SERVICE, INC.
P.O. BOX 69
ALICE, TX. 78333
361/664-8973

LEGEND

⊗ = 1/2" METAL REBAR SET
P.O.B. = POINT OF BEGINNING
N = NORTHING COORDINATE
E = EASTING COORDINATE



Note: Highway 87 recorded in Volume 423, Page 567, Deed Records, Tom Green County, Texas, and Volume 440, Page 343

Note: Centerline of 160' easement crosses Centerline of Highway 87 at approximate Highway Station 246+58

Easement:
Linear Feet of Centerline = 281.75'
Acreage = 1.04 Acres

LL# TG-9c (B)

1. Tom Green County, Texas

Being a plat showing the centerline of a 160' wide easement across a tract of land being 17.66 acres of land, more or less, being out of a 112.2 acre tract of land, out of Llano County School Land Survey 964, Abstract 1609, and being more particularly described in Volume 669, Page 152 of the Deed Records of Tom Green County, Texas and said centerline being more particularly described in Exhibit 'A' attached to this plat.

Note: See attached field notes.

Note: Bearings and distances based on Lambert Grid,
Texas Central Zone NAD83/93.
Combined Scale Factor = 0.999858

Surveyed on the ground May, 2001.

STATE OF TEXAS
REGISTERED
RAY A. USSERY
Ray A. Ussery
Registered Professional Land Surveyor
R.P.L.S. NO. 5311

Drawn by: CEW

September 12, 2001

WTU345\DRAWINGS\TG-9c.DWG

VOL 75 PG 430-B

October 2, 2002

Mike Brown, County Judge
Commissioners Court
Tom Green County Courthouse
San Angelo, Texas 76903

Re: Appointment of Board Members
Tom Green County Library Board

Judge Brown:

The Tom Green County Library board is comprised of eleven members. Terms of appointment are two years with five members' terms expiring each year. One member, Mrs. Edwin Brown is a life member. Five members' terms expired September 30, 2002.

The Library Board recommends that Terence Dalrymple, Philip Lane, Karen Eckhardt, Caroline O'Connor, and Gloria Duarte be reappointed for two-year terms to expire September 30, 2004.

Your consideration of this matter will be greatly appreciated.

Respectfully submitted,

Sylvan Polunsky, Chairman
Tom Green County Library Board

RESOLUTION

WHEREAS, the success and vitality of every Texas community depends on the good health and productivity of its residents, and;

WHEREAS, the State has found that adults with serious mental illness who do not receive mental health care are twice as likely to spend time in jails and prison, and a significant percentage of youth who are placed on probation are in need of mental health care; and

WHEREAS, Texas is the 2nd fastest growing state and has the 2nd largest population, and yet Texas ranks 43rd in the nation in per capita funding for community mental health and mental retardation services, and;

WHEREAS, as a result of Texas' fast growing population, rising health care costs and low per capita funding, as of June 2002, Tom Green County and the six other counties served by MHMR Services of the Concho Valley had a total of 146 people with serious disabilities waiting for needed support services and statewide over 25,000 wait, some have waited for services for over 7 years; and

WHEREAS, the U.S. Surgeon General tells us that one in 5 people will have a mental disorder in any given year and that, if left untreated, mental disorders can lead to lost of productivity, unsuccessful relationships, and significant dysfunction, and that mental illness in adults can have a significant and continuing effect on the children in their care, and;

WHEREAS, community mental health and mental retardation services are a high priority for the residents of our county, and;

WHEREAS, our county-appointed community MHMR center board has developed and manages an accountable system of public mental health and mental retardation services for our area that have proven effective and efficient with limited funds, and;

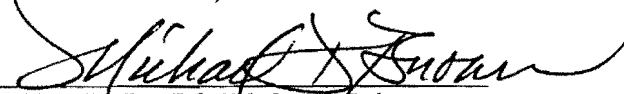
WHEREAS, additional funding for services in 2004 and 2005 to meet our growing population and rising health care costs would benefit our communities by:

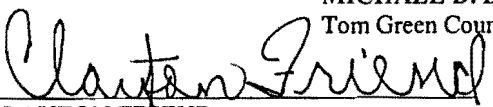
1. Adding intensive mental health service options to get high need adults and youth with serious mental illness into effective treatment instead of costly service in jails, indigent clinics, hospitals and institutions;
2. Ending long waiting lists for essential community services which enable Texans with extraordinary needs to live and work successfully in their community with the support of family and friends;
3. Providing early treatment for young children at risk of serious mental disabilities thereby increasing the opportunity for rehabilitation and reducing the need for more expensive care in the coming years; and
4. Strengthening the mental health safety net for our community.

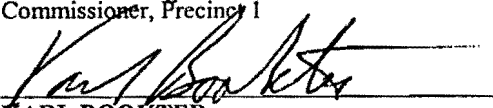
NOW, THEREFORE, BE IT RESOLVED by the Tom Green County Commissioners Court to urge the 78th Texas Legislature to support the Texas Department of Mental Health and Mental Retardation's funding request for 2004 and 2005, and;

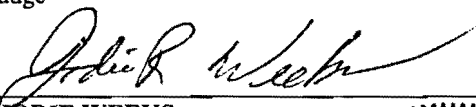
BE IT FURTHER RESOLVED, that support for increased funding for mental health and mental retardation services be added to the County's Legislative Platform of issues for the 78th Texas Legislature.


UPON MOTION DULY MADE AND SECONDED, the above Proclamation was unanimously adopted on this the 10th day of October, 2002.


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

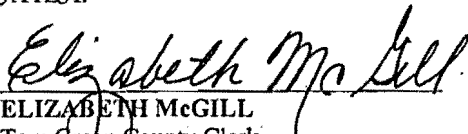

CLAYTON FRIEND
Commissioner, Precinct 1

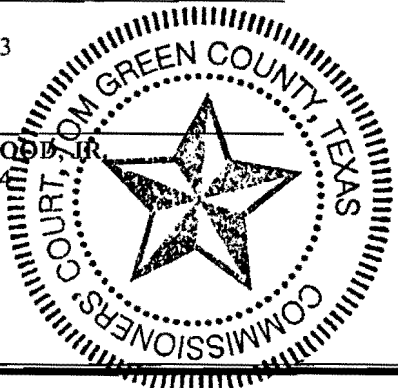

KARL BOOKTER
Commissioner, Precinct 2


JODIE WEEKS
Commissioner, Precinct 3


Absent
RICHARD EASINGWOOD, JR.
Commissioner, Precinct 4

ATTEST:


ELIZABETH MCGILL
Tom Green County Clerk



Tom Green County Republican Party

**P. O. Box 2781
San Angelo, Texas 76902
915-486-2558
republican@wcc.net**

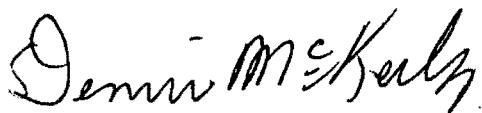
Molly Taylor
Elections Administrator
113 W. Beauregard
San Angelo, Texas 76903

October 3, 2002

Dear Molly:

I have been notified by Harold Taylor that he wishes to resign as precinct judge for precinct 459. He has recruited Ervin Young, Jr. to replace him and we would like to recommend Mr. Young to serve in this capacity. Mr. Young's address is 405 Rio Concho, San Angelo, Texas 76903. His phone number is 915-653-9184. Please contact me if you have any questions.

Thank you,



Dennis McKerley
Republican County Chairman

STATE OF TEXAS
TOM GREEN COUNTY

October 10, 2002
AMENDMENT OF PRESIDING JUDGE

Precinct # And Name	Presiding Judge	Alternate Judge
459 - RIO CONCHO PATIO	Ervin Young, Jr. - Rep.	(Mary Jo Thomson-Dem.)

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The Elections Administrator is hereby instructed to send notice of appointment to the amended presiding judge of his appointment for a one year term beginning August 1, 2002 and ending July 31, 2003 as stated in accordance with Texas Election Code. Ann. Subsection 32.009, (Vernon, 1986).

Signed this 10 day of October, 2002.

Michael D. Snow
County Judge

Karl Bookbinder
County Commissioner, Precinct 2

Absent
County Commissioner, Precinct 4

Clayton Friend
County Commissioner, Precinct 1

Jodie R. Weeks
County Commissioner, Precinct 3





Designate as PR402 (Orange)

The City Of

San Angelo, Texas

P. O. Box 1751 - Zip 76902



September 17, 2002

Commissioner W. Clayton Friend
Tom Green County Commissioner Precinct 1
113 W. Beauregard Ave.
San Angelo, Texas 76903

Re: Request for Permission to Install Low Pressure Gas Line
City Farm Road, Precinct 1 Tom Green County
City of San Angelo Public Works Department

Dear Commissioner Friend:

The City of San Angelo is requesting permission to install a 2" High Density Poly Ethylene (HDPE) low pressure gas line across the City Farm Road right-of-way in Tom Green County. The gas line will serve the city's wastewater treatment plant. The crossing will be approximately 5200 feet northeast of the intersection of City Farm Road and FM 380, as shown on the enclosed drawing. The proposed installation will be by boring with the gas line placed inside steel casing. The minimum allowable depth will be 30" below all points inside the right-of-way. Project construction is scheduled to begin after October 2002.

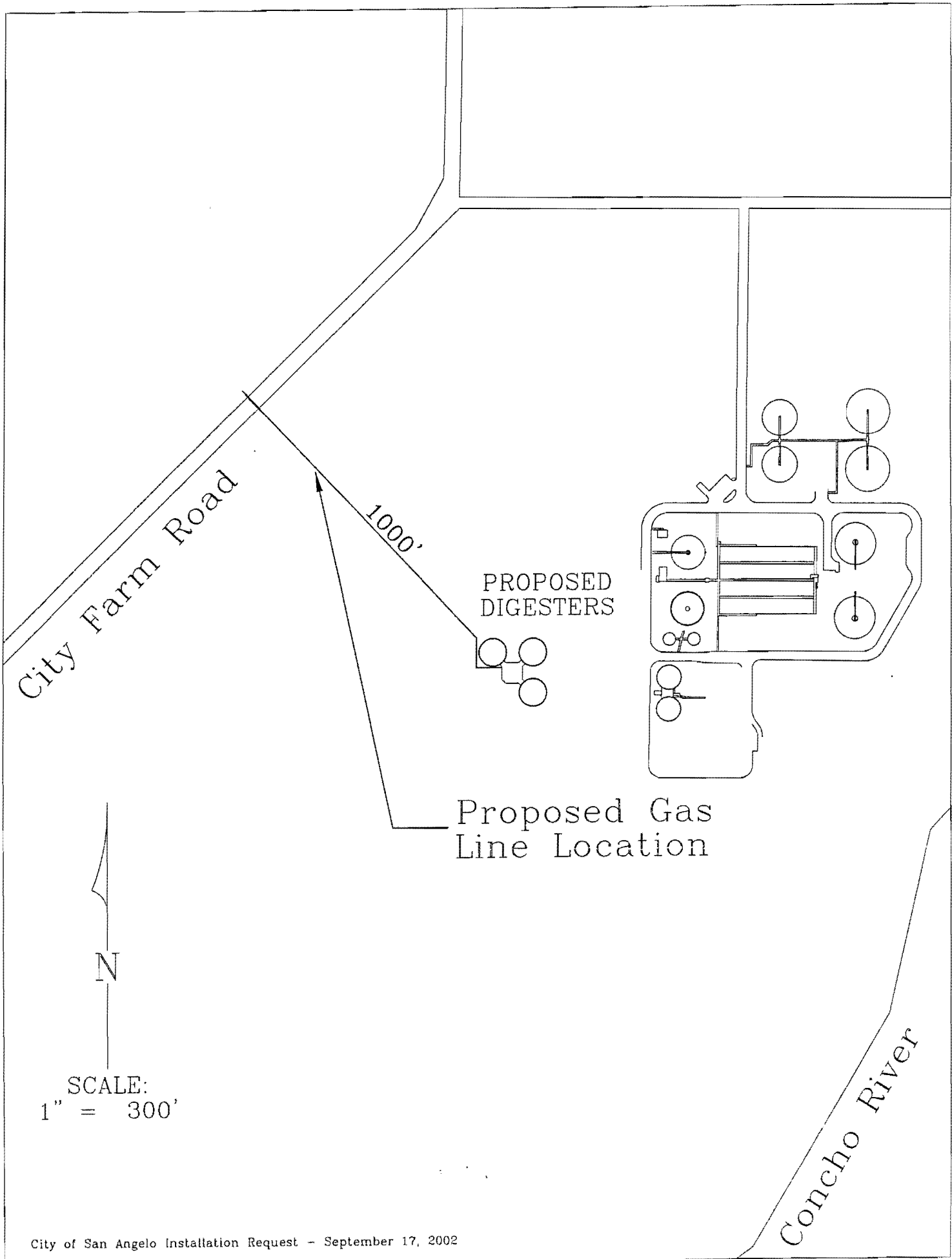
I appreciate your assistance and attention to this matter. If you have any questions or require any additional information, please do not hesitate to contact me at (915)657-4260.

Sincerely,

Kevin W. Krueger, PE
Staff Engineer
City of San Angelo Public Works Department

enclosures

VOL. 75 PG. 436



City of San Angelo Installation Request - September 17, 2002

RESOLUTION

Whereas the Tom Green County Commissioners Court recognizes that the Southern Rolling Plains Boll Weevil Eradication program has provided significant financial relief to the cotton farmers in Tom Green County and surrounding counties by promoting the eradication of the boll weevil and,

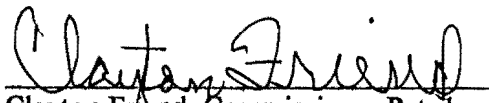
Whereas the Southern Rolling Plains Boll Weevil Eradication Program has reduced the number of boll weevils in Tom Green County and other surrounding counties to be classified as eradicated and,

Whereas the Tom Green County Commissioners Court acknowledges that the financial support returned to the economy in and around Tom Green County as a result of the boll weevil eradication program is substantial and,

Whereas the Tom Green County Commissioners Court is aware that the Southern Rolling Plains Boll Weevil Eradication Program has resulted in the reduction in the use of chemical pesticides by 60 -75% thereby creating a healthier environment.

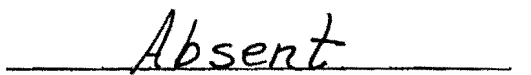
Therefore, the Tom Green County Commissioners Court does hereby this date of October 10, 2002 offer this resolution in support of the Southern Rolling Plains Boll Weevil Eradication Program.


Michael D. Brown, County Judge


Clayton Friend, Commissioner Pct. 1


Karl Bookter, Commissioner Pct. 2


Jodie Weeks, Commissioner Pct. 3


Richard Easingwood, Commissioner Pct. 4



Co. CLERK

Shaver Building Asbestos Abatement

	VANCO	Asbestos Removal, Inc.	Texas Dept. of Criminal Justice	
Estimated starting date	11/04/02	11/04/02	01/02/03	
Days to complete	10 days	10 days	10-15 days	
Bid price	\$19,880	\$23,452	\$18,200	
Plans and specifications (C.E.T.)	\$500	\$500	\$500	
Monitoring costs (C.E.T.)	\$4,500 (\$450.00 per day x 10 days)	\$4,500 (\$450.00 per day x 10 days)	\$4,500 - \$6,750 (\$450.00 per day x 10 - 15 days)	
Estimated TDH Fees	\$1,390	\$1,390	\$1,390	
Sub-total	\$26,270	\$29,842	\$24,590 - \$26,840	
NON-INCLUSIVE EXTRAS				
Meal fee	Not required	Not required	\$1.00 per inmate per day x 10 = \$10.00 \$100.00 - \$150.00	
Dumpster/disposal fees	Included	Included	Not included (see below)	
One time fee	"	"	\$41.05 x 3 = \$123.15	
Hauling fee -- enclosed container (per trip)	"	"	\$140.08 x 2 = \$280.16	
Hauling fee -- open container (per trip --local)	"	"	\$121.91	
Hauling fee -- enclosed container (to Odessa)	"	"	\$1.80 per mile x 280 miles round trip x 2 = \$1,008.00	
Disposal fees (asbestos) estimated	"	"	\$950.00 x 2 = \$1,900	

Dump fee (trash)	“	“	\$21.50 per ton x 5 (estimated) = \$107.50	
Rental fee (open container)	“	“	\$114.33 per mo. (pro-rated per day)	
Rental fee (enclosed container)	“	“	\$135.96 per mo. x 2 = \$271.92 (pro-rated per day)	
Sub-total			\$4,027	
Grand total	\$26,270	\$29,842	\$28,617 - \$30,867*	

- - Due to extended monitoring days.

VANCO and ARI, Inc. include transport and disposal fees in their proposals. TDCJ excludes the transport and disposal fees and requires the owner to pay those costs separately. (see non-inclusive extras)

TDCJ requires the owner to remove all interior windows and doors prior to abatement.

VANCO and ARI, Inc. proposals were received through a bid process conducted by C.E.T Analytical. TDCJ's proposal was received as a result of my request to the TDCJ Asbestos Division.

The dumpster and disposal fees were obtained from Duncan Disposal/Trashaway Services referencing costs associated with the abatement of the old Hemphill-Wells Building. TDCJ said that there would be a need for two enclosed dumpsters for the asbestos and one dumpster just for debris.

**ADOPTION AGREEMENT PURSUANT TO CHAPTER 791
OF THE TEXAS GOVERNMENT CODE WITH RESPECT TO THAT
CERTAIN INTERLOCAL AGREEMENT CONCERNING PROVISION
OF CERTAIN INSURANCE COVERAGES AND REINSURANCE OF SUCH COVERAGES**

This Adoption Agreement is hereby entered into by
Tom Green County, **Texas** (name of political
subdivision),
a County (description of type of political subdivision), acting through its
Commissioners' Court (description of governing board), and is effective on the
10th day of October, 2002.

R E C I T A L S:

WHEREAS, Tom Green County, **Texas** (the name of the political
subdivision) is a political subdivision of the State of Texas (hereinafter the "Adopting Party");

WHEREAS, as a political subdivision of the State of Texas, the Adopting Party is
required to perform certain governmental functions and services as those terms are defined
under

Section 791.003 of the Texas Government Code;

WHEREAS, the Adopting Party desires to contract with other political subdivisions for the
purpose of achieving efficiencies and economies as respects the provision of certain insurance
coverages necessary or desirable to the governmental functions and services of the political
subdivision and the reinsurance of such coverages;

WHEREAS, the Adopting Party is willing to jointly enter into agreements with other
political subdivisions to provide and procure certain insurance coverages and services through
the Texas Association of Political Subdivisions Interlocal Agreement pursuant to Chapter 791 of
the Texas Government Code Concerning Provision of Certain Insurance Coverages and
Reinsurance of Such Coverages ("the Interlocal Agreement") to cooperate and assist such
political subdivisions in identifying vendors, assessing needs for insurance coverages, arriving
at specifications for requests for proposals as respects insurance coverages, and assisting in
procuring the optimum reinsurance coverages at the lowest possible cost;

WHEREAS, the governing body of the Adopting Party has agreed to the terms and
conditions of the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and
agreements set forth below, and other good and valuable consideration, the Adopting Party
does hereby agree to and adopt the terms and conditions of the Interlocal Agreement.

I.

PURPOSE

1.01 The purpose of this Adoption Agreement is to evidence the agreement to and adoption of each and every and all of the terms and conditions of the Interlocal Agreement with an original effective date of May 11, 2000, originally executed by Gray County, Texas and Lipscomb County, Texas, political subdivisions of the State of Texas (hereinafter "the Agreement").

1.02 Upon execution of this Adoption Agreement it shall be attached to and made a part of the Interlocal Agreement. Once attached to the Interlocal Agreement, this Adoption Agreement and the Interlocal Agreement shall constitute one agreement among all the parties previously executing the Interlocal Agreement, adopting the Interlocal Agreement and the Adopting Party.

II.

TERM

2.01 This Adoption Agreement will be effective as of the date designated as the "Effective Date" by the governing board of the political subdivision executing this Adoption Agreement (the "Effective Date").

2.02 This Adoption Agreement shall expire upon the expiration date of the Agreement; provided, however, that the Adopting Party may terminate its participation in the Agreement at any time upon ninety (90) days prior written notice to the other parties.

III.

GENERAL PROVISIONS

3.01 A political subdivision agreeing to and adopting the terms and conditions of the Interlocal Agreement fully agrees and understands that it has agreed to all of the terms and conditions of the Interlocal Agreement and that this Adoption Agreement taken together with the Interlocal Agreement constitutes the entire understanding of the parties relating to the subject matter of the Interlocal Agreement and this Adoption Agreement and supersedes any prior written or oral understanding of the parties with respect to the subject matter of such documents.

IN WITNESS WHEREOF, the undersigned political subdivision has been authorized by the governing board of such political subdivision to enter into this Adoption Agreement on the 10 day of October, 2002, to certify which this document is hereby executed under authority of the above named political subdivision by:



BY: Michael D. Brown

TITLE: County Judge

FORM 4.
RESOLUTION

RESOLUTION OF TOM GREEN COUNTY AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE CONCHO VALLEY COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING MICHAEL D. BROWN, COUNTY JUDGE TO ACT ON BEHALF OF TOM GREEN COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED TOM GREEN COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE CONCHO VALLEY COUNCIL OF GOVERNMENTS, THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION AND THE STATE OF TEXAS.

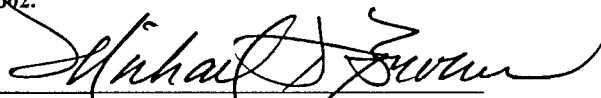
WHEREAS, the CONCHO VALLEY COUNCIL OF GOVERNMENTS is directed by the Texas Natural Resource Conservation Commission to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

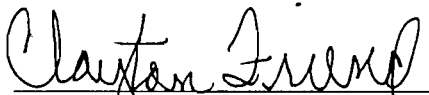
WHEREAS, TOM GREEN COUNTY, TEXAS is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY TOM GREEN COUNTY, TEXAS;

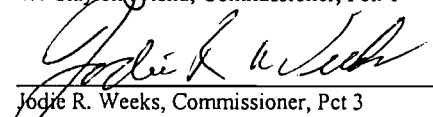
1. That MICHAEL D. BROWN, COUNTY JUDGE is authorized to request grant funding under the CONCHO VALLEY COUNCIL OF GOVERNMENTS.
Request for Applications of the Regional Solid Waste Grants Program and act on behalf of TOM GREEN COUNTY in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, TOM GREEN COUNTY will comply with the grant requirements of the CONCHO VALLEY COUNCIL OF GOVERNMENTS, Texas Natural Resource Conservation Commission and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.
5. That TOM GREEN COUNTY is not in arrears in payment of any municipal solid waste fee owed to the State of Texas.

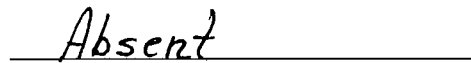
PASSED AND APPROVED by TOM GREEN COUNTY COMMISSIONERS' COURT in TOM GREEN COUNTY, TEXAS, on this the 10th day of OCTOBER, 2002.


Michael D. Brown, County Judge


W. Clayton Friend, Commissioner, Pct. 1



Karl W. Bookter, Commissioner, Pct. 2


Jodie R. Weeks, Commissioner, Pct. 3

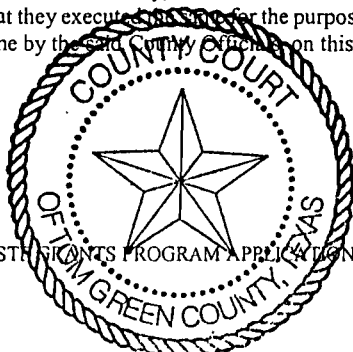

Richard S. Easingwood, Jr., Commissioner, Pct. 4

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 10 day of October, 2002.

Attest: 
ELIZABETH MCGILL, County Clerk
Tom Green County, Texas

TGC SUBMISSION
2002 REGIONAL SOLID WASTE GRANTS PROGRAM APPLICATION



PROCLAMATION

WHEREAS, *Working Women constitute fifty percent of the Nation's work force, and are constantly striving to serve their communities, their states, and their nation in civic and cultural programs; and*

WHEREAS, *Major goals of business and professional women are to help create better conditions for business women through the study of social, educational, economic and political problems; to help them be of greater service to their community; to further friendship with women throughout the world; and*

WHEREAS, *All of us are proud of their leadership in these many fields of endeavor.*

NOW, THEREFORE, I, Michael D. Brown, County Judge and the Commissioners of Tom Green County, Texas, do hereby proclaim the week of October 21 -25, 2002, as

"NATIONAL BUSINESS WOMEN'S WEEK"

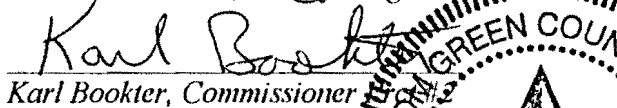
sponsored by the National Federation of Business and Professional Women's Clubs, Inc., and urge all citizens of Tom Green County, all civic and fraternal groups, all educational associations, all news media, and other community and county organizations to join in this salute to working women by encouraging and promoting the celebrations of the achievements of all business and professional women as they contribute daily to our economic, civic and cultural process.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of the Commissioners' Court to be affixed this 10th day of October, 2002.

THE Commissioners' Court of Tom Green County, Texas

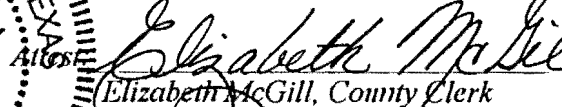

Michael D. Brown, County Judge

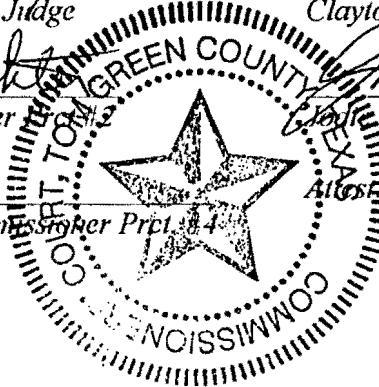

Clayton Friend, Commissioner Prct. #1


Karl Bookter, Commissioner


Julie Weeks, Commissioner Prct. #3


Richard Easingwood, Commissioner Prct. #4


Elizabeth McGill, County Clerk



STATE OF TEXAS §
§
COUNTY OF KERR §

**INTERLOCAL AGREEMENT FOR MENTAL HEALTH, MENTAL
RETARDATION AND CHEMICAL DEPENDENCY COMMITMENT
HEARINGS AND PSYCHOACTIVE MEDICATION HEARINGS AT
KERRVILLE STATE HOSPITAL**

This agreement is entered into on this the 10th day of October, 2002, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of Tom Green County, Texas, hereinafter "Tom Green County," and the Commissioners' Court of Kerr County, Texas, hereinafter "Kerr," for the purpose of providing certain services relating to mental health, mental retardation and chemical dependency commitment hearings as well as certain services relating to psychoactive medication hearings for residents of Tom Green County, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas.

WHEREAS, Tom Green County, Texas, on occasion has residents who are in need of court-ordered mental health services, mental retardation services and court-ordered chemical dependency treatment available, by commitment to the Kerrville State Hospital, as well as residents who are patients at Kerrville State Hospital and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 462 (Treatment of Chemically Dependent Persons) of the Code recites the statutory scheme whereby court-ordered treatment for chemical dependency may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 593 (Admission and Commitment to Mental Retardation Services) of the Code recites the statutory scheme whereby mental retardation services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for

whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 (§ 573.001) of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

WHEREAS, § 462.062 (b) of the Code provides that an application for court-ordered treatment of chemically dependent persons must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving treatment services by court order or under § 462.041 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 593.041 (b) of the Code provides that an application for court-ordered mental retardation services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides; and

WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both Tom Green County and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Tom Green County and

- (1) is found in Kerr County;

- (2) is receiving court-ordered mental health services, court-ordered mental retardation services or treatment for chemical dependency at the Kerrville State Hospital in Kerr County; or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 462.041 or 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital employees, witnesses, judges, magistrates and attorneys to and from Tom Green County for such hearings, it is impractical for Tom Green County to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings on applications for court-ordered chemical dependency treatment, hearings on applications for renewal of an order for court-ordered chemical dependency treatment, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital and hearings on petitions for reauthorization or modification of a court order authorizing the administration of a psychoactive medication to certain patients at the Kerrville State Hospital, within the geographical confines of Tom Green County; and

WHEREAS, Tom Green County finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said citizens of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For Mental Health, Mental Retardation And Chemical Dependency

Commitment Hearings And Psychoactive Medication Hearings At Kerrville State Hospital" hereinafter referred to as "Interlocal Cooperation Agreement" pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act);

NOW THEREFORE, be it resolved that Tom Green County and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

§ 1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners' court of each county, and is to end on September 30, 2003, unless renewed by mutual orders of the respective commissioners' courts for subsequent one-year terms, beginning on October 1st and ending on September 30th of each contract period.
- 1.2 To renew this agreement, Tom Green County shall forward a request to the County Clerk of Kerr County requesting a statement of proposed costs for the next budget year. If said statement of costs is acceptable, Tom Green County shall forward a certified copy of the order renewing this agreement to the County Judge of Kerr County prior to August 15th of the budget year preceding the renewal period or at a later date upon the agreement of the parties, if circumstances so warrant.
- 1.3 Kerr shall either accept or decline the offer to renew by formal order of the commissioners' court and shall forward a certified copy of said order to the County Judge of Tom Green County on or before September 1st of the budget year preceding the renewal period or at a later date upon the agreement of the parties, if circumstances so warrant.
- 1.4 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by Tom Green County within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

§ 2. DEFINITIONS

- 2.1 "Resident" as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

§3. FUNDING REQUIREMENTS

- 3.1 Tom Green County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Any order of the Commissioners' Court of Tom Green County which renews this agreement shall be deemed to be a certification that the obligation incurred by the renewal shall be payable out of current revenues and that Tom Green County has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

§4. DUTIES OF KERR COUNTY

- 4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings, mental retardation proceedings, chemical dependency treatment matters and all psychoactive medication hearings which concern residents of Tom Green County that are properly filed in or transferred to the Kerr County Court with jurisdiction.
- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been complied with, including the terms concerning the duty of Tom Green County to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.
- 4.3 It is understood and agreed that pursuant to §§ 462.004 and 571.016, of the Code, the Kerr County Attorney or his properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

§5. DUTIES OF TOM GREEN COUNTY

- 5.1 Tom Green County agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from Tom Green County will be referred to the Kerrville State Hospital unless the proposed patient has been evaluated and examined by a

qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.

- 5.2 Should any Tom Green County resident who was detained under the authority of the emergency detention provisions of §§ 573.001, 573.012 or 462.041 of the Code be found to be entitled to release, Tom Green County shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by §§ 573.024 & 462.041 of the Code.
- 5.3 Tom Green County agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), 462.005 (chemical dependency) 593.050 (mental retardation) and 574.107 (psychoactive medication) of the Code in accordance with the "Kerr County Clerk's Statement of Proposed Costs for the Budget Year 2002-2003," *infra*.
- 5.4 For all cases, Tom Green County does also agree to pay to Kerr County the following costs:
- a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
 - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
 - c. A reasonable fee, in an amount not to exceed \$50.00 per hour, for the Kerr County Attorney or his designee for professional services rendered in researching and preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.
 - d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a Tom Green County resident covered by this agreement.
 - e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.

- 5.5 Tom Green County agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. Tom Green
County agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

§6. PAYMENTS

- 6.1 All bills for costs shall be submitted to the County Judge of Tom Green County, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas and shall be paid at that office in the Kerr County Courthouse, 700 Main Street, Kerrville, Texas 78028.

§7. MISCELLANEOUS

- 7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

Michael D. Brown, County Judge
Tom Green, County, Texas
122 W. Harris
San Angelo, Texas 76903

Fred Henneke, County Judge
Kerr County, Texas
Kerr County Courthouse
700 Main Street
Kerrville, Texas 78028

- 7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.
- 7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.

Muhau & Ewan
TOM GREEN County Judge

Date: 10-10-02

APPROVED:

Tom Green County Attorney

Date: _____

Fred Henneke, Kerr County Judge

Date: _____

APPROVED:

David Motley, Kerr County Attorney

Date: _____



ATTEST:

Elizabeth Mc Bell
Tom Green County Clerk

Date: 10-10-02

ATTEST:

Jannett Pieper, Kerr County Clerk

Date: _____

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number 27750, on the 9th day of September, 2002, and by the Commissioners' Court of KERR County, Texas, on the 9th day of September, 2002.

**KERR COUNTY CLERK'S
STATEMENT OF PROPOSED COSTS FOR THE BUDGET YEAR 2002-2003.**

HEARING FOR TEMPORARY MENTAL HEALTH SERVICES (OPC - 90 DAYS):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

IF A PATIENT PROPOSED FOR MENTAL HEALTH SERVICES IS DISCHARGED PRIOR TO THE TEMPORARY COMMITMENT HEARING, THE KERR COUNTY CLERK WILL NOT BILL THE COUNTY RESPONSIBLE FOR THE PROPOSED PATIENT'S COSTS FOR: A JURY FEE, A JUROR EXPENSE REIMBURSEMENT FEE, A JUDICIAL SERVICE FEE, A JUDICIAL SALARY SUPPLEMENT FEE, A PROSECUTORIAL SERVICE FEE OR A JUDICIAL SUPPORT FUND FEE.

HEARING FOR EXTENDED MENTAL HEALTH SERVICES (UP TO 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING FOR RENEWAL OF ORDER FOR EXTENDED MENTAL HEALTH SERVICES (BEYOND 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON REQUEST FOR REEXAMINATION AND RECONSIDERATION OF RENEWAL OF ORDER FOR EXTENDED MENTAL HEALTH SERVICES:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR INPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR OUTPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION (PSYCHOACTIVE MEDICATION PETITION; APPLICABLE TO HEARING ON MOTION TO MODIFY OR REAUTHORIZE MEDICATION ORDER):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON APPLICATION FOR COURT-ORDERED TREATMENT OF CHEMICALLY DEPENDENT PERSONS (APPLICABLE TO BOTH COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT AND RENEWAL OF AN ORDER FOR COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON APPLICATION FOR PLACEMENT OF A PERSON WITH MENTAL RETARDATION:

COUNTY CLERK'S FEE	\$ 40.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

* APPOINTED ATTORNEY'S FEE: \$ 50.00 PER HOUR
 \$ 25.00 PER HALF HOUR

FOR THE CONVENIENCE OF THE APPOINTED ATTORNEYS, THEIR FEES FOR HEARINGS ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION ARE COMBINED AND BILLED TOGETHER IN THE BILL FOR THE MENTAL HEALTH SERVICES HEARINGS.

** THE JUROR EXPENSE REIMBURSEMENT FEE IF 6 PEOPLE SERVE IS \$15.00 EACH PER DAY OR \$90.00 FOR THE JURY PER DAY OR PORTION THEREOF. IF A VENIRE PERSON REPORTS BUT IS NOT SELECTED FOR JURY DUTY THE JUROR EXPENSE FEE FOR THAT PERSON IS \$6.00 PER DAY OR PORTION THEREOF.