

Tom Green County Commissioners' Court
August 12, 2003

The Commissioners' Court of Tom Green County, Texas, met in Regular Session August 12, 2003 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

County Judge, Mike Brown, called the meeting to order at 8:04 AM.

Judge Brown recessed the meeting at 8:05 AM to go into Closed/Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, and Subchapter D.

Judge Brown reconvened the meeting in Open Session at 8:55 AM.

The Pledge of Allegiance to the United States and the Texas flags were recited.

Commissioner Bookter offered the invocation.

8. Commissioner Friend moved to approve the Consent Agenda as presented.

Commissioner Easingwood seconded the motion. The following items were presented:

- A. Approved the minutes from the last Regular meeting on July 22nd, 2003.
- B. Approved the minutes from the Budget Hearing on July 23rd, 2003.
- C. Approved the Minutes of the Accounts Allowable from July 23 - 20, 2003 in the amount of \$315,921.03, from July 30, - August 5, 2003 in the amount of \$1,072,845.72 and from August 6 – 12, 2003 in the amount of \$257,895.27 for a combined total of \$1,646,662.02.
Purchase Orders from July 21-25, 2003 in the amount of \$29,763.62, from July 28 – August 1, 2003 in the amount of \$2,754.23 and from August 4th – 8th, 2003 in the amount of \$36,496.23 for a combined total of \$69,014.08.
- D. 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>
GOLDRING, Lara E.	District Attorney	New Hire	08/11/03	14/1	\$ 773.21 S/M
JOHNSON, Monica M.	Juvenile Detention	New Hire	07/27/03	Stand-by	\$ 5.50 /HR
HARTSFIELD, Brittney M.	Juvenile Probation	Rehire	08/04/03	Part-time	\$ 7.00 /HR
CARROLL, Tyrie	Juvenile Probation	Promotion/*Status Chg	08/12/03	N/A	\$ 958.33 S/M
MCCLARTY, Charlotte A.	Jail	New Hire	07/28/03	N/A	\$1,056.67 S/M
HOLLAND-MULL, Beth I.	Jail	Rehire	08/11/03	16/1	\$ 852.90 S/M
BINGHAM, Tammy L.	Jail	Promotion	07/25/03	16/1	\$ 852.90 S/M
ROBINSON, Josefina	Jail	Rescinded Resignation	07/22/03	N/A	\$1,056.67 S/M
POAGUE II, James R.	Juvenile Detention	New Hire	08/12/03	Temp	\$ 625.00 S/M
BRAZEAL, (Ray) Granville	RKR	New Hire	08/06/03	Stand-by	\$ 7.50 /HR
FRANKE, Houston L.	RKR	New Hire	08/06/03	Stand-by	\$ 7.50 /HR
SMITH, James E.	RKR	New Hire	08/06/03	Stand-by	\$ 7.50 /HR
FORD, Iyshia L.	Sheriff	Transfer (Lateral)	08/01/03	12/1	\$ 699.98 S/M

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
DAVIS, Touya M.	District Attorney	Resignation	08/08/03	14/1	\$ 773.21 S/M
LANNOM, Janet	IT	Resignation	08/15/03	N/A	\$ 7.50 /HR
DANNHEIM, Marisa L.	Juvenile Probation	Resignation	08/29/03	N/A	\$ 958.33 S/M
NORIEGA, Alexis N.	Juvenile Probation	Resignation	07/21/03	Temp	\$ 5.15 /HR
COVINGTON, Edward B.	RKR	Resignation	08/07/03	Stand-by	\$ 7.50 /HR

MITCHAM, Ashley B.	Sheriff	Resignation	07/31/03	12/1	\$ 699.98 S/M
HARRELL JR, Hobert M.	Shop	Dismissal	07/24/03	19/1	\$ 989.66 S/M
VAQUERA, Frank	Shop	Resignation	07/31/03	17/1	\$ 897.05 S/M
CRUZ, April L.	Vehicle	Resignation	08/29/03	10/1	\$ 618.82 S/M
	Registration				
RUIZ, Carissa Y.	Vehicle	Resignation	08/04/03	N/A	\$ 5.15 /HR
	Registration				
LOPEZ, Paula J.	CSCD(218)	Transfer/Promotion	08/18/03	N/A	\$1,021.96 S/M
GUERRERO, Yvette M.	CSCD(218)	Salary Increase	02/16/03	N/A	\$ 900.58 S/M
HERNANDEZ, Neomi C.	CSCD(218)	Salary Increase	02/01/03	N/A	\$ 824.17 S/M
LEWIS, James	CSCD(218)	Salary Increase	07/30/03	N/A	\$1,670.29 S/M
ROBLES, Francisco R.	CSCD(150)	Salary Increase	08/01/03	N/A	\$1,495.04 S/M
ROSS, Sandra	CSCD(218)	Salary Increase	9/16/02 thru 4/01/03	N/A	\$1,141.29 S/M
SPENCER, Rebecca	CSCD(218)	Salary Increase	07/16/03	N/A	\$1,104.50 S/M
TUCKER, William	CSCD(271 & 150)	Salary Increase	06/01/03	N/A	\$ 754.21 S/M

**Stand-by to F/T

- E. Accepted the Indigent Health Care Monthly Report for July 2003 as a matter of record. (Recorded with these minutes)
- F. Acknowledged the Justice Courts Order for additional funding for the clerk services of Vicki Risner for all Justices of the Peace in the Magistrate duties at the Tom Green County Jail in the amount of an additional \$30.00 per day for services on Saturday and Sunday, above the current salary, with the funds to be taken from the Justice's Court Transaction Fees. (Order recorded as exhibit with these minutes.)
- G. Accepted the Collection Department's Quarterly Activity Summary as presented. (Recorded with these minutes.)
- H. Approved request from the Concho Rural Water Corporation to cross the Pulliam Ranch Road to extend water service to the property of George Alexander.
- I. Approved request from Concho Rural Water Corporation for permission to bore the Grape Creek Road for 275 feet east of Glass Road and bore 55 feet from the south side of Grape Creek Road to the north side.
- J. Approved request from Verizon Southwest to bury communication line within County right of way starting south of the intersection of Glass Road on W. Grape Creek Road in the east right of way to bore and push from right of way to right of way to end at this point.
- K. Accepted the two reports by Kenneth C. Burns, AIA and acknowledged receipt of the following reports as a matter of record:
 1. A report on the Tom Green County Jail Phase I ADA Certification dated May 14, 2002.
 2. A report on the Tom Green County Jail Phase II and the Courts Facility Phase III Supplement to the report on the Tom Green County ADA Certification dated July 24th, 2003. (Recorded with these minutes)
- L. Accepted June 2003 Extension Service Schedule of Travel Report as a matter of record. (Recorded as an exhibit with these minutes).

All voted in favor of the motion.

9. There was **No Action** from the Executive Session.
10. Becky Harris, Director, reported that there are currently 32 residents at the Roy K. Robb Post Adjudication Center. The Summer Program ends August 15th and the \$55.00 summer rates will increase back to the regular \$78.00 rates. The predicted population at the end of August will be 22. The Juvenile Board will meet today for an inspection and annual re-certification of the facility. **No action was taken.** (Report recorded with minutes.)
11. **Commissioner Weeks moved to approve the amendment request for the Indigent Health Care as presented with the exception of the increase in salary for the employee that will be promoted to supervisor; salaries are not to be increased until an effective date of October 1, 2003. The budget amendment is to be funded through the contingency fund. Commissioner**

- Bookter seconded the motion and all voted in favor. (Proposed Amendment is recorded with these minutes).**
12. **Judge Brown moved to approve the settlement agreement and Release of Cause # C-02-1112-C, Tom Green County vs. Thomas K. Payne Petroleum, Inc., in the District Court of Tom Green County, Texas 340th Judicial District as presented. Commissioner Weeks seconded the motion and all voted in favor. (Recorded with these minutes).**
 13. *Ellen Brown, West Texas Rehabilitation Center, explained to the Court that this is the 50th Anniversary of the West Texas Rehab Facility and that instead of having a big cake for them, they decided they wanted to recognize the "Good Neighbor Acts of San Angeloans", She explained that she had entry forms and would like for as many people as would, to send in a nomination of a person from San Angelo that has done an act of kindness for someone else as a good neighbor type gesture. Nominations will be accepted through the month of August and then in September 50 "good neighbors" will be selected and awarded prizes for their acts of kindness. There are five businesses in San Angelo celebrating their 50th anniversaries, who will also be participating, West Texas Rehab, KLST, SONIC, 1ST COMMUNITY FEDERAL CREDIT UNION, AND TOM RIDGEWAY FLORIST. NO ACTION TAKEN.*
 14. **Commissioner Weeks moved to approve the Amended 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. Commissioner Friend seconded the motion and all voted in favor.**
 15. **Judge Brown moved to approve the renewal of the lease for the Wall Solid Waste Collection Site with Ms. Itz in the amount of \$600.00. Commissioner Bookter seconded the motion and all voted in favor.**
 16. **Commissioner Weeks moved to increase all collection site fees an additional \$2.00 for each classification of size or volume to be disposed as currently posted and to become effective October 1, 2003. Commissioner Friend seconded the motion and all voted in favor. (Schedule recorded with these minutes).**
 17. **Consideration for correcting the language on the resolution for the Enterprise Zone and Reinvestment Zone was passed until August 26th, 2003.**
 18. **Consideration for the replat of Tract 16 in Red Creek Subdivision was passed until August 26th, 2003.**
 19. **Judge Brown moved to approve the Memorandum of Understanding Between the West Texas VA Health Care System & Tom Green County for Ground Transportation to and from San Angelo which sets the rate at \$140.00 per month and authorize the Judge to sign all necessary papers. Commissioner Friend seconded the motion and all voted in favor.**
 20. **Oscar Duke, of Christoval, requested the Court to consider paving the street in front of his property, located on the corner of Louis and Main. The Court advised Mr. Duke that the Commissioner of the Precinct was the authority to make the determination as to whether or not this was a County maintained road. Commissioner Easingwood explained that this area was a water drainage area and was not maintained by the County. No action was taken.**
 21. **Judge Brown moved to approve the recommendation by the Library Board to proceed with the Library Expansion Project in the Edd B. Keyes Building. Commissioner Easingwood seconded the motion and all voted in favor. (Recorded with these minutes).**
 22. **Commissioner Friend moved to authorize the Purchasing Director to enter into negotiations with Life Insurance vendors for County employees. Commissioner Weeks seconded the motion and all voted in favor.**
 23. **Judge Brown moved to adopt the proposed tax rate for 2004, not to exceed 103% effective tax rate. Commissioner Easingwood seconded the motion and all voted in favor.**
 24. **There was no other action taken in regard to the Tom Green County Subdivision and Manufactured Home Community Rules and Regulations.**
 25. **There were no line item transfers.**
 26. **Future Agenda Items.**

1. Consider line item transfers.
2. Consider budget amendments for September 13th, 2003 Elections.
3. Consider usage for Bradford Center.
4. Budget Hearing is scheduled for August 26th, 2003.
5. Consider replat of Tract 16 Red Creek Subdivision.
6. Consider upkeep or disposition of Community Center Buildings in the County.

25. Announcements:

1. October is the only time to make changes in insurance.
2. Tom Green County will receive a Best Practice Award for their County Government Day in Austin this week.
3. Many of the elected Officials will be traveling to Austin today and tomorrow for the Post Legislative Conference to review and be updated on the significant changes in the laws that will affect County Government.

Judge Brown adjourned the meeting at 10:41 AM.

Michael D. Brown, County Judge

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

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name TOM GREEN COUNTY

Report for the Month/Year of July, 2003

I. Application/Case Data

	Cases	Persons
Applications Approved During Report Month	30	30
Applications Denied During Report Month	48	48

II. Creditable Expenditures During Report Month

Physicians Services	1. 10,303.55	
Prescription Drugs	2. 3,761.36	
Hospital, Inpatient Services	3. 32,181.21	
Hospital, Outpatient Services	4. 21,759.30	
Laboratory/X-Ray Services	5. 4,540.28	
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. 5,762.03	
Total Expenditures (Add #1 - #10)		11. 78,307.73
Reimbursements Received	12. (39,770.51)	
6% Case Review Findings (\$ in error)	13. (-0-)	
Total to be deducted (Add #12 + #13)		14. (39,770.51)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. 38,537.22

STATE FICAL YEAR (September 1 - August 31) TOTAL \$ 800,618.80

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

8-1-03

Date

Print Name and Title Anita I. Dunlap, Tom Green County Indigent Health Care Administrator

Tom Green County

122 W Harris, San Angelo Texas 76903
(325) 659-6469 / (325) 659-3243 Fax



Dianna Spieker County Treasurer

Merle Foley Collections Supervisor
Tonya Cline Caseworker
BJ Galvan Receptionist/Cashier

Collections Department Quarterly Activity Summary April-June 2003

The Court data in this activity report reflects which Judge heard the case, not to which Court the case was assigned. Cases heard by a substitute Judge are assigned to the Judge being substituted for. Cases paid in full and old cases are included in the total revenues.

The Numbers for April-June 2003

Cases Seen.....	341
Late Notices Sent.....	658
Phone Calls Out.....	3902
Phone Calls In/Walk-Ins.....	1392
# Capias Pro Fines Issued.....	56
# Capias Pro Fines Closed.....	12

CAPIAS PRO FINES (CPF)

NOV 99 ---TO DATE---COLLECTIONS -----	188 CPF = \$107,281.40
PREVIOUS ---OCT 99---COUNTY CLERK-----	492 CPF = \$160,506.00
TOTAL -----	680 CPF = \$267,787.40

COLLECTIONS RATE APRIL THRU JUNE 2003

Collected.....	91%
Jail Credit.....	2%
Uncollected.....	7%

COLLECTIONS RATE OCTOBER 02----TO DATE

Collected.....	90%
Jail Credit.....	4%
Uncollected.....	6%

**Total revenues received by the
County Clerk for criminal cases.**

2003, 2002, 2001, 2000

Fiscal Year	Revenues	% Change From Benchmark	% Change From Previous Year
2003	\$494,490.40		
2002	\$698,003.94	28%	-3%
2001	\$716,803.50	32%	-6%
2000	\$768,835.18	41%	41%
1999*	\$544,606.50	*	

* Benchmark for Collections created 10/99, opened doors 11/99.

*Total cash collected for the month and year
by the Courts.*

Checks

Collected

Report

Date Run: 07/01/2003, 11:23:49

Date Range Selection: 04/01/2003 To 06/30/2003

Tom Green County Courts at Law
Collections Department
122 W. Harris Ave.
San Angelo, Texas 76903-5877

GRAND TOTAL-Checks and Cash

\$139,624.73

COURT BREAKOUT TOTALS	Category	Check	Cash	Total
County Court at Law CCL#2	CR	2133.00	47921.45	50054.45
County Court at Law CCL	CR	4050.75	84506.53	88557.28
No Court ID on Case	CR	0.00	1013.00	1013.00

*Total cases referred for collections by
offense for the month and year by the
Courts.*

O F F E N S E S U M M A R Y R E P O R T

For Cases With Sentencing Date From 04/01/2003 06/30/2003

Court Number: CCL

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
ACBI	17	7742.00	2357.00	0.00	2357.00	5385.00
ALCO MINO	4	1584.00	865.00	0.00	865.00	719.00
CM A/B	1	271.00	0.00	0.00	0.00	271.00
CRIM TR B	4	2202.25	500.00	400.00	900.00	1302.25
DWI	55	38666.75	9867.00	1025.00	10892.00	27774.75
DWI 2ND	13	11633.00	3612.00	100.00	3712.00	7921.00
DWLS SR	28	13966.50	2829.00	200.00	30200	10937.50
FAIL2ID B	1	511.00	0.00	0.00	0.00	511.00
INTR W/EM	1	486.00	0.00	100.00	100.00	386.00
MISDEMEAN	8	3378.00	492.00	100.00	592.00	2786.00
OT TRAF A	1	415.25	293.25	0.00	293.25	122.00
POSS MARJ	36	15914.50	1233.00	900.00	2133.00	13781.50
RECKLESS	4	1717.50	1259.00	0.00	1259.00	458.50
RESIST AR	4	1599.00	21.00	900.00	921.00	678.00
RESIST TR	1	211.00	0.00	0.00	0.00	211.00
THEFT 1	5	2225.00	170.00	100.00	270.00	1955.00
THEFT CKS	36	10002.50	1910.00	0.00	1910.00	8092.50
WEAPON P	2	546.25	324.00	0.00	324.00	222.25

Total Cases	221	113071.50	25732.25	3825.00	29557.25	83514.25

OFFENSE SUMMARY REPORT

For Cases With Sentencing Date From 04/01/2003-06/30/2003
Court Number: CCL#2

Case Type	Total Cases	Amount Owed	Cash Paid	Jail/CSR Credit	Total Paid	Still Owed
ACBI	7	3015.25	458.00	0.00	458.00	2557.25
ACBI FM	2	892.00	0.00	0.00	0.00	892.00
ALCO MINO	2	1417.00	300.00	0.00	300.00	1117.00
CM A/B	1	236.00	0.00	0.00	0.00	236.00
CRIM TR A	1	436.00	0.00	0.00	0.00	436.00
DWI	29	19431.25	6546.96	0.00	6546.96	12884.29
DWI 2ND	7	6366.25	1968.00	0.00	1968.00	4398.25
DWLS SR	8	4138.00	1002.00	0.00	1002.00	3136.00
EVADING A	1	236.00	0.00	0.00	0.00	236.00
EVADING B	2	1005.25	0.00	0.00	0.00	1005.25
HINDERAPP	1	536.00	536.00	0.00	536.00	0.00
INTR W/EM	1	236.00	0.00	0.00	0.00	236.00
MISDEMEAN	1	681.00	0.00	0.00	0.00	681.00
MTRP	1	70.00	70.00	0.00	70.00	0.00
POSS MARJ	17	8863.00	2268.00	300.00	2568.00	6295.00
PUBL LEWD	1	311.00	240.00	0.00	240.00	71.00
RECKLESS	2	772.00	0.00	0.00	0.00	772.00
THEFT 1	10	5490.00	1240.00	0.00	1240.00	4250.00
THEFT CKS	24	7330.75	2145.50	200.00	2345.50	4985.25
WEAPON P	2	1362.00	1011.00	0.00	1011.00	351.00

Total Cases	120	62824.75	17785.46	500.00	18285.46	44539.29

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

Jail Phase II and Courts Facility Phase III Supplement to the Report on Tom Green County ADA Certification

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

July 24, 2003

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects

burns
fletcher
gill
architects



July 23, 2003

The Honorable Michael D. Brown
Tom Green County Judge
County Courthouse
112 W. Beauregard
San Angelo, Texas 76903

JUDGE BROWN:

Please find attached, copies of two letters from the Texas Department of Licensing and Regulation certifying substantial compliance with the requirements of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes for Phase II of the jail project and Phase III, the courts facility project.

Kenneth C. Burns, AIA
chairman and
chief executive officer

This document is a supplement to the report on Phase I of the jail project, dated May 14, 2002, and completes the certification of compliance we sought for this County building. Please present this document to Commissioners' Court for acceptance and approval and then file it with the May 14, 2002 report.

If you have any questions, please call.

Norris D. Fletcher, AIA
president

Best regards,

burns fletcher gill architects

A handwritten signature in black ink, appearing to read "KCB", written over the company name.

Kenneth C. Burns, AIA

KCB/r/c

Steven F. Gill, AIA
vice president and
chief operating officer

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Dallas Regional Office
3650 N. Buckner Blvd. Suite 106
Dallas, Texas 75228



Tele: 214 / 328-5081
Toll Free: 1 800 687-4102
FAX: 214 / 328-5286

Dallas Regional Office
Web site: www.license.state.tx.us

TOM GREEN COUNTY
JUDGE MICHAEL D. BROWN
112 WEST BEAUREGARD
SAN ANGELO, TX 76903-5850

DEC-03-2002

Re: TOM GREEN COUNTY JAIL
TOM GREEN COUNTY JAIL (PHASE II)
122 W. HARRIS
SAN ANGELO, TX 76901

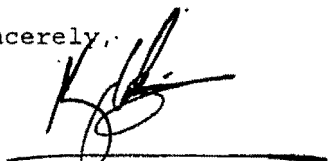
EABPRJ99008679

Dear Sir / Madam

Your submittal regarding the referenced facility has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with the requirements of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes; therefore, this project is approved.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Sincerely,


Henry Villagomez
Regional Manager

cc: - KENNETH BURNS

:CPP

FROM :

FAX NO. :

Jul. 24 2003 08:53AM P1

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Dallas Regional Office
3650 N. Buckner Blvd. Suite 106
Dallas, Texas 75228



Tele: 214 / 328-5081
Toll Free: 1 800 687-4102
FAX: 214 / 328-5266

Dallas Regional Office
Web site: www.license.state.tx.us

TOM GREEN COUNTY
MIKE BROWN COUNTY JUDGE
112 W BEAUREGARD
SAN ANGELO, TX 76903

APR-29-2003

Re: TOM GREEN COUNTY COURTS FACILITY
112 W BEAUREGARD
SAN ANGELO, TX 76903

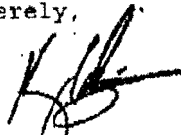
EABPRJA0010757

Dear Sir / Madam

Your submittal regarding the referenced facility has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with the requirements of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes; therefore, this project is approved.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Sincerely,


Henry Villagomez
Regional Manager

RECEIVED

JUL 24 2003

burns mitcher gill
architects

:CPP

3650 North Buckner, Ste. 106 Dallas, Texas 75228

VOL. 77 PG. 642

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Marvin Ensor

TITLE: CEA - Ag.

COUNTY: Tom Green

MONTH: July 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
7/1	Conservation Tillage Tour - Ballinger	87		
7/2	Supervise 4-H projects	142		
7/3	Office meeting			
7/4	Holiday			
7/7-11	Annual leave			
7/14	Assist TSGRA with CEU program			
7/15	Office meeting			
7/16	Selected Meat Goats for 4-Hers, Lamesa	310		
7/17	Supervised 4-H Livestock Projects	115		
7/18	Cotton Marketing Program	32		
7/18	Attended Meat Goat Sale, Lamesa	305		
7/21	Office meeting			
7/22	EPC Executive Board Meeting	24		
7/22	"Kids & Kows & More" Program			
7/22	Wall Ag Booster Meeting			
7/23	Executive Board Minutes & Program Plan			
7/24-27	Assisted with Summer Spectacular Show	162		
7/28	Office meeting			
7/29	Prepared for Mesquite Control Demonstration	82		
7/30	Mesquite Control Demonstrations	64		
7/31	Revised TGC Jr. Livestock Show Catalog			
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1323		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.

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: John Begnaud	TITLE: CEA - Hort.
COUNTY: Tom Green	MONTH: July 2003

[illegible]

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.

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: BRANDON ASBILL	TITLE: CEA-4-H
COUNTY: Tom Green	MONTH: July 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
7/9	Record Books to Ballinger for Dist Judging	78		
7/10	Boys and Girls Club, garden project	6		
7/13	Brownwood 4-H Center, County Camp	231		
7/17	Dist Office	20		
7/22	EPC meeting, Crossroads Rest and Dist Office	22		
7/22	Wall Ag Boosters, Wall Ag Shop	28		
7/23	Producer visit, East San Angelo	8		
7/24	Project visit, Jake Young	18		
7/25-27	Summer Spectacular	73		
7/28	Adobe Signs- Awards Banquet	8		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		492	0	0

Other expenses (list) Personal Cell Phone usage- 25 min @ \$.40= \$10.00

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: Kelly L. Ahrens	TITLE: CEA-FCS
COUNTY: Tom Green	MONTH: July 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
7/1	BLT Program, Office Supplies	25		
7/2	Grape Creek EEA Planning Meeting	30		
7/3	Diabetes Program, Adult Day Care Program	35		
7/7	4H Fashion Show Meeting, Program Supplies	22		
7/8	EEA Meeting, BLT Program	10		
7/9	Plaza Del Sol Program	16		
7/10	Wall EEA Planning Meeting, Diabetes Program	54		
7/21	Program Supplies	17		
7/22	EPC Meeting, BLT Program	10		
7/23	Santa Fe Crossing Center Program, Shannon Medical Center	10		
7/24	Veribest EEA Planning Meeting, Diabetes Program	58		
7/25	BSSF Program, Office errands	18		
7/28	Shannon Medical Center, St. John's Hospital	14		
7/29	BLT Program, Alta Loma Center	18		
7/30	Liveoak EEA Planning Meeting	52		
7/31	Program Supplies, Christian Village	26		
		415		

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:		August 4, 2003		NAME:		Kelly L. Ahrens	
CURRENT MONTHS CONTACTS							
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS			
95	72	291	1=80,000	402			
RADIO	TELEVISION	MAIL/EMAIL	PROGRAMS	TOTAL			
		53	19=204	80.913			

MAJOR PLANS FOR NEXT MONTH: August 2003	
DATE	ACTIVITY
8/5-8	4H Agents State Conference
8/10	4-H Achievement Banquet
8/12	Silver Clover Banquet
8/13	Santa Fe Crossing Center Planning Meeting
8/21	EEA Yearbook Planning Meeting

Roy K. Robb Post-Adjudication Facility
Report
August 12, 2003

- ♦ Population—32
- ♦ August Graduations—1
- ♦ Referrals—4
 - ♦ 3—Midland
 - ♦ 1---Tarrant Co.
- ♦ Summer Program residents staying beyond August 15, 2003—6
 - ♦ 2 Tom Green Co.—2 weeks
 - ♦ 1 Young Co.---6 months
 - ♦ 1 Dawson Co.---6 months
 - ♦ 1 Aransas Co.---3 months
 - ♦ 1 Tom Green Co.---3 months
- ♦ Summer Program residents returning home August 15, 2003---11
- ♦ Predicted population within two weeks---24
- ♦ Predicted population by end of August---22
- ♦ Juvenile Board annual re-certification of facility—August 12, 2003

Tom Green County
Indigent Health Care
Proposed Amended Budget
September 1, 2003 thru September 30, 2003

Line Item	Description	Approved Budget September-03	Amended Budget September-03	Formula	Difference
001-078					
0105	SalarySupervisor (1)	\$ -	\$ 1,511.97	15-1	\$ 1,511.97
0105	Salary/Employee (1)	\$ 1,400.00	\$ 634.29	10-1	\$ (765.71)
0108	Salary/Part-time (1)	\$ -	\$ 377.00	6.50 hr.	\$ 377.00
0109	Salary/Administrator (1)	\$ 1,929.78	\$ 2,112.86	22-1	\$ 183.08
0201	FICA/Medicare	\$ 254.73	\$ 354.67	7.65%	\$ 99.94
0202	Group Hospital Insurance	\$ 630.12	\$ 756.15	315.06 x 20%	\$ 126.03
0203	Retirement	\$ 246.74	\$ 315.60	7.41%	\$ 68.86
0301	Office Supplies	\$ -	\$ 500.00		\$ 500.00
0396	Contract Screening	\$ 2,500.00	\$ 2,500.00		\$ -
0397	Health Care Cost (8% GRTL)	\$ -	\$ -		\$ -
0398	Health Care Cost Above 8%	\$ -	\$ -		\$ -
0428	Travel & Training	\$ -	\$ -		\$ -
0445	Software Maintenance	\$ -	\$ -		\$ -
0475	Equipment	\$ -	\$ -		\$ -
0482	Capitalized Software	\$ -	\$ -		\$ -
	Remodel Cost-2 Doors Cut, Framed	\$ -	\$ 3,000.00		\$ 3,000.00
	Telephone & Filing Cabinets *NonDepartmental	\$ -	\$ 360.00		\$ 360.00
		\$ 6,961.37	\$ 12,422.54		\$ 5,461.17

****Highlighted bold amounts are a one time expenditure

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into this 26th day of July, 2003, by and between Plaintiff, Tom Green County ("Plaintiff") and Defendant, Thomas K. Payne Petroleum, Inc., ("Defendant").

RECITALS

1. In 1996 Thomas K. Payne Petroleum, Inc. requested of the Tom Green County Commissioners Court authorization to construct within the right-of-way of Tweedy Road a welded 4-1/2" steel pipeline for the transportation of natural gas and oil petroleum products. Tom Green County granted authorization to Thomas K. Payne Petroleum, Inc. to construct a pipeline subject to this pipeline being installed in accordance with all safety and health regulations. Subsequent to its construction, issues arose as to whether the gas pipeline as constructed met all the health and safety requirements of the State of Texas.

2. Tom Green County on September 18, 2002, instituted litigation against Thomas K. Payne Petroleum, Inc. seeking the removal of the gas transmission line from the right-of-way of Tweedy Road.

3. Tom Green County entered into negotiations with Wm. H. Armstrong, II, Trustee of the M. D. Bryant Family Trust seeking authorization to allow Thomas K. Payne Petroleum, Inc. to install one pipeline not to exceed 4" outside diameter for the transportation of natural gas and oil petroleum products on the M. D. Bryant Family Trust property parallel and west of Tweedy Road. M. D. Bryant Family Trust agreed and granted unto Thomas K. Payne Petroleum, Inc. authorization for an easement and right-of-way to construct, maintain, operate, repair, inspect and remove one pipeline.

4. The parties have resolved all their respective differences and wish to conclude the controversy between them so as to avoid further expense and the uncertainties of litigation.

AGREEMENT

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the requirements as set forth in Section 2 herein, Plaintiff and Defendant hereby mutually and completely release and forever discharge the other from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, whether based on a tort, contract, statutory or other theory of recovery which the parties now have, or which may hereafter accrue or otherwise be acquired on account of, or may in any way grow out of the circumstances described in the Recitals above, including, without limitation, any and all known or unknown claims which have resulted or

may result from the alleged acts or omissions of the parties.

1.2 This release by the parties shall be a fully binding and complete settlement among Plaintiff and Defendant, and their officers, directors, elected officials, employees, representatives, agents, and assigns.

1.3 The parties acknowledge and agree that the release and discharge set forth above is a general release. The parties expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the parties' decision to enter into this Settlement Agreement. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the consideration and agreements of the parties are not to be construed as an admission of liability.

2.0 Consideration

In consideration of the release set forth above, the parties agree to the following:

2.1 Defendant shall execute a Pipeline Easement and Right-of-Way Agreement on or before July 26, 2003, with the form of the Pipeline Easement and Right-of-Way Agreement being attached hereto and marked as Exhibit A and incorporated herein by reference.

2.2 Defendant shall pay to the M. D. Bryant Family Trust the sum of Twenty-Five Dollars (\$25.00) per rod, with the total consideration to be determined upon the completion of the survey referenced in Section 2.5. The consideration to be paid for the easement shall be paid on or before August 25, 2003.

2.3 The centerline of the pipeline as installed shall not be less than twenty feet (20') from the fence line which runs in an East-West direction with said fence line being the fence between Tweedy Road and the M. D. Bryant Family Trust property.

2.4 Defendant shall install and operate the pipeline in accordance with the Pipeline Easement and Right-of-Way Agreement and all health and safety issues as may be promulgated by the State of Texas or its agencies or departments.

2.5 A metes and bounds description of the easement and right-of-way shall be completed and submitted to Wm. H. Armstrong, II of the M. D. Bryant Family Trust and Tom Green County by no later than August 25, 2003.

2.6 The pipeline as presently installed within the right-of-way of Tweedy Road shall be capped at both ends on or before October 26, 2003 with there being no requirement to remove the pipeline as installed. This pipeline shall be a dead line incapable of transporting oil and petroleum products in the future. Defendant shall contact Richard Easingwood, County Commissioner Precinct

4 at (325)659-6514 advising the date and time when the pipeline will be capped in order that Tom Green County may have a representative available to inspect and verify the capping of the pipeline located within Tweedy Road.

2.7 The work and services performed in capping the pipeline located within the right-of-way of Tweedy Road shall not damage or harm Tweedy Road with Defendant to perform all services in a professional manner and in accordance with the rules and regulations promulgated by the State of Texas or its agencies or departments.

2.8 The pipeline to be installed on the M. D. Bryant Family Trust property shall be installed and construction activities completed by January 26, 2004.

3.0 No Admission of Liability

It is expressly understood and agreed that the settlement evidenced hereby does not and shall not constitute any admission of liability whatsoever on the part of the parties, their officers, directors, elected officials, employees, agents or other representatives. The parties deny any and all liability and wrongdoing. This Settlement Agreement merely represents a compromise of a disputed claim in order to avoid litigation and buy peace.

4.0 Representation of Understanding

The parties do hereby state and declare that they have read this instrument in its entirety; that the same has been explained to them by their duly-licensed, practicing, and competent attorneys, respectively, that they completely understand this instrument in its entirety; that they understand that the settlement evidenced hereby forecloses their right to pursue any additional claims against the other, either previously asserted or which could have been asserted.

5.0 Merger Clause

It is further agreed that the above-stated consideration is the sole consideration for this release; that the consideration stated herein is contractual and not a mere recital; and that all agreements and understanding of all parties are embodied and expressed herein and no representation of any kind has been made to the parties with respect to this settlement by any person acting on behalf of any party by any other person, firm, association or corporation acting on its behalf.

6.0 Voluntary Agreement

The parties expressly state that no one has made any representation whatsoever to induce them to enter into any agreement represented by this document; that they have reached their own decision to enter into the agreements represented by this document after having first conferred with their competent and duly-licensed and practicing attorney; and that they understand that their execution of this agreement forever forecloses any right on their part to bring suit in the future for

any of the claims hereinabove released against any parties, persons, firms and organizations whom they have hereinabove released.

7.0 Attorney's Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this Settlement Agreement, the matters and documents referred to herein, and all related matters.

8.0 Delivery of Dismissal with Prejudice

Upon the execution of this Settlement Agreement and the completion of the obligations by Defendant as set forth in Section 2 herein, counsel for Plaintiff shall file an Agreed Motion to Dismiss, requesting that all claims be dismissed with prejudice. Defendant hereby authorizes counsel for Plaintiff to file said Agreed Motion to Dismiss with the Court, obtain an order thereon, and enter it as a matter of record.

9.0 Warranty of Capacity to Execute Agreement

The parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Settlement Agreement.

10.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and venue shall rest in Tom Green County, Texas.

11.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

12.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Signed to be effective on this 26th day of July, 2003.

PLAINTIFF

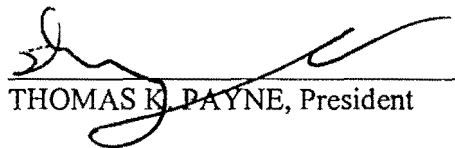
TOM GREEN COUNTY



MICHAEL D. BROWN, in his Official Capacity
as County Judge for Tom Green County, Texas

DEFENDANT

THOMAS K. PAYNE PETROLEUM, INC.



THOMAS K. PAYNE, President

APPROVED BY:

HAY, WITTENBURG, DAVIS, CALDWELL & BALE, L.L.P.

One East Twohig, Third Floor

San Angelo, Texas 76903

Tel (325) 658-2728

Fax (325) 655-2278

By



Wm. Keith Davis

SBN: 05563700

ATTORNEYS FOR TOM GREEN COUNTY

CRAIG, TERRILL & HALE, L.L.P.

P.O. Box 1979

Lubbock, Texas 79408-1979

806/744-3232

806/744-2211 facsimile

By:



Hugh N. Lyle

SBN: 12718300

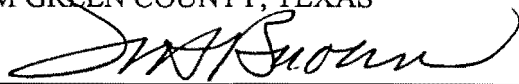
ATTORNEYS FOR THOMAS K. PAYNE PETROLEUM, INC.

STATE OF TEXAS)

COUNTY OF TOM GREEN)

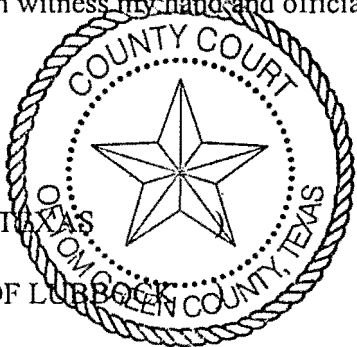
BEFORE ME, the undersigned authority on this date personally appeared Michael D. Brown, in his official capacity as County Judge for Tom Green County, Texas, who being first duly sworn, did state upon his oath that he executed the above instrument for the purposes and consideration stated therein.

TOM GREEN COUNTY, TEXAS



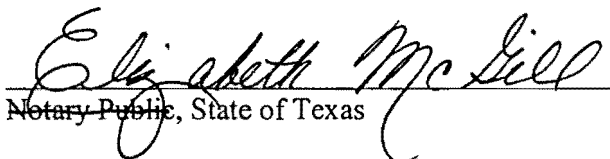
MICHAEL D. BROWN, in his Official Capacity as
County Judge for Tom Green County, Texas

SWORN TO and subscribed to before me on this 12th day of August, 2003, to
certify which witness my hand and official seal of office.



STATE OF TEXAS

COUNTY OF LUBBOCK

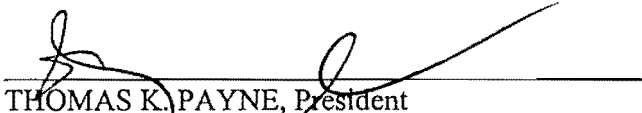


Notary Public, State of Texas

Elizabeth McGill
County Clerk
Tom Green County, Texas

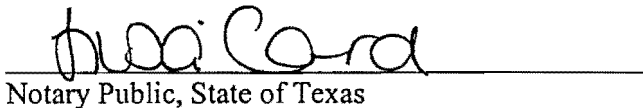
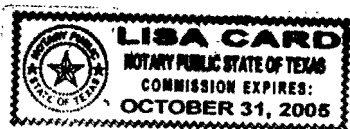
BEFORE ME, the undersigned authority on this date personally appeared Thomas K. Payne, President of Thomas K. Payne Petroleum, Inc., who being first duly sworn, did state upon his oath that he executed the above instrument for the purposes and consideration stated therein.

THOMAS K. PAYNE PETROLEUM, INC.



THOMAS K. PAYNE, President

SWORN TO and subscribed to before me on this 9 day of August, 2003, to
certify which witness my hand and official seal of office.



Notary Public, State of Texas

PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TOM GREEN	§	

FOR AND IN CONSIDERATION OF THE SUM OF Ten and No/100 Dollars (\$10.00) to the undersigned paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wm. H. Armstrong, II, Trustee of the M.D. Bryant Family Trust, hereinafter referred to as "Grantor," whose address is 515 West Harris Avenue, Suite 202, San Angelo, Tom Green County, Texas, 76903, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Thomas K. Payne Petroleum, Inc., a Texas corporation, its successors and assigns, hereinafter referred to as "Grantee," whose address is 4216-50th Street, Lubbock, Lubbock County, Texas, 79413 an easement and right-of-way, to survey, construct, maintain, operate, repair, inspect, and remove one (1) pipeline not to exceed four (4) inches outside diameter for the transportation of natural gas and oil petroleum products, including underground appurtenances which shall be limited to devices for controlling electrolysis (cathodic protection equipment) for use in connection with said pipeline, with the right of ingress and egress to and from the same, over, through, under, and along the easement area situated in the County of Tom Green, State of Texas. The pipeline easement and right-of-way for the pipeline shall be utilized for the sole purpose of transporting natural gas and oil petroleum products to the Conoco, Inc., pipeline currently located on the property of the M. D. Bryant Family Trust. The permanent easement and right-of-way herein granted will be twenty feet (20') in width, as reflected in Exhibit "A" attached hereto, herein incorporated and made a part hereof for all purposes.

In connection with this grant and conveyance, GRANTOR and GRANTEE stipulate, agree, and covenant as follows:

1. The pipeline shall be buried to a depth to provide minimum cover of at least thirty inches (30"), except where the presence of rock requires cutting, in which instance the pipeline will be buried to a depth to provide minimum cover of at least twenty-four inches (24"), to be measured from the top of the pipeline to the existing surface of the land, except at road crossings (inclusive

of ranch roads)in which event the pipeline shall be buried to a depth to provide minimum cover of at least thirty inches (30").

2. Except in areas of consolidated rock (surface to pipeline depth), the excavation or digging upon and across the easement area shall be done by GRANTEE (sometimes referred to as double-ditching or double-cutting) in a manner so as to cut, ditch and/or remove and set aside the top or choice soil and maintain such separate and apart from the lower and inferior soils as the excavation or ditching for the pipeline is being performed. After the pipeline has been laid and installed, GRANTEE shall cover the excavation area with the soil in the inverse order it was removed with the final layer of soil cover being the top or choice soil, with any excess being the lower and inferior soils which GRANTEE shall remove from the easement area and deliver to a location selected by GRANTOR.

3. The centerline of the pipeline installed by GRANTEE shall not be less than twenty (20) feet from the fence line which runs parallel to Tweedy Road, with said pipeline to be constructed in accordance with the requirements and obligations as set forth within the Natural Resources Code.

4. GRANTEE shall restore and maintain the surface of the easement area to its original contour prior to any of its operations consistent with good conservation practices.

5. Any fences cut during construction shall be preceded by the setting of new "H" frame corner/brace posts (each "H" frame shall consist of four inch (4") corner/brace metal posts with a 2-7/8" metal cross brace with a dead man placed 3 feet behind each corner/brace post buried to a depth of at least 3 feet; the corner/brace posts shall be set in concrete to a depth of 4 feet or more, all subject to GRANTOR'S approval and satisfaction), attaching all existing wires to such corner/brace posts before cutting, the purpose of the braces being to prevent the fencing on either side from slacking or sagging. Temporary wire gaps will be constructed and kept closed to prevent livestock from entering or leaving the pastures and/or premises. On completion of construction, these fences will be returned to a condition as good or better than existed prior to GRANTEE'S use.

6. In the event the consequences of the excavation produces or results in rocks remaining on the surface of the permanent easement area, in excess of the density and size of those naturally present in areas adjoining either side of the easement area, then such shall be removed (and delivered to a location selected by GRANTOR) to leave the easement area comparable to the adjoining premises.

7. During the course of construction, GRANTEE will cause cross-overs to be placed in areas excavated and remaining open in advance of the laying of the pipeline and subsequent covering, as reasonably necessary in width to accommodate its crossing by motor vehicles.

8. Prior to construction, GRANTEE in consultation with GRANTOR shall determine the location of any existing fresh water pipelines which may cross the easement area which have been heretofore installed and maintained by GRANTOR for the purpose of supplying fresh water to various parts of the entire premises for domestic and livestock purposes. GRANTEE shall avoid injury or damage to same during the course of construction or GRANTEE'S subsequent operations, or alternatively, promptly and properly repair and replace all portions so damaged during construction or any subsequent operations so as not to unreasonably interfere with GRANTOR'S operations.

9. All motor vehicles and/or equipment entering upon the easement area, to be used during the course of construction and completion of the pipeline, as well as such other motor vehicles and equipment as may later enter thereon for purposes authorized herein shall be washed and/or steam cleaned, including all undercarriage portions, for complete removal of noxious plants or seeds, including, but not limited to bitterweed, grass burrs, cockleburs, thistles, and horehound prior to each entry thereon. Notwithstanding these precautions, if bitterweed or other noxious plants shall appear on or adjacent to the easement area, then GRANTEE shall take steps necessary to eliminate the bitterweed and other noxious plants within thirty (30) days of their occurrence and for failure to perform this particular obligation, GRANTEE shall be liable for the reasonable cost of complying with the same. This obligation shall apply for a period of ten (10) years after the termination of this grant.

10. GRANTOR shall have the right to extend fences across, but not along and within the easement and right-of-way described during construction, or along and within the permanent easement and right-of-way after completion of construction. In the event fences are subsequently built across the permanent easement, then GRANTEE retains the right to build gates at its expense as necessary to preserve ingress and egress along the right-of-way and such shall be kept closed and locked when not in actual use by GRANTEE.

11. GRANTOR retains the right to use and extend roads along and within the easement and right-of-way. GRANTOR shall not perform any activity which shall reduce the coverage over the pipeline.

12. GRANTOR shall have the right to use all or any part of the easement and right-of-way for any other or further purposes not inconsistent with the rights granted to GRANTEE herein.

13. GRANTEE'S access to the pipeline and appurtenances for construction and other authorized purposes shall be limited by ingress and egress over the easement area. GRANTEE shall stay inside the easement area at all times and shall have no access over any other part of GRANTOR'S property. In the event "turn arounds" are necessary requiring more land, the price therefor will be negotiated and reduced to writing in advance with GRANTOR.

14. GRANTEE shall be liable to GRANTOR in Tom Green County, Texas (i) for all damages resulting from GRANTEE'S construction of the pipeline and appurtenances, including but not limited to loss, injury, or death to livestock or wildlife, (except as occasioned to grass on the easement area, during and incident to construction which grass loss is included within the payment hereinabove recited), and to GRANTOR'S adjoining premises, (ii) for all damages resulting from GRANTEE'S operation, maintenance, management, replacement, decommission, or removal of the pipeline thereafter, and (iii) for loss or damage to GRANTOR'S adjoining premises provided such is a consequence of its actions.

15. GRANTEE shall keep the easement herein described and all adjoining premises free and clear of litter, trash, and debris in any manner arising from its pipeline construction or subsequent operations; GRANTEE shall prohibit anyone acting under GRANTEE from coming on the premises with firearms, alcohol, or drugs either on person or in vehicles or equipment and shall enforce this prohibition to the extent that there shall be full compliance herewith. Likewise, GRANTEE shall prohibit hunting of any nature on any of GRANTOR'S premises by any party coming thereon under this easement. Expressly this easement shall never be construed so as to permit GRANTEE or those acting under it or third persons to engage in any recreational activities on the premises and easement and GRANTEE shall use all reasonable efforts to prevent the same. Any violator of this provision shall thereafter be denied entrance to GRANTOR'S property.

16. GRANTOR represents it has the authority to grant the rights conveyed by the easement. GRANTEE accepts this easement without express or implied warranty and subject to all rights of third persons or parties existing prior to the date hereof. All warranties that may arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are excluded.

17. GRANTOR reserves all oil, gas, and other minerals in, on and under the easement and right-of-way area provided after date hereof; future oil, gas and other mineral leases and/or any owner of mineral interests shall not be permitted to drill or operate for minerals on or from the surface of the permanent easement, but will be authorized to extract oil, gas, or other minerals from and under said permanent easement.

18. GRANTOR reserves and retains the right to keep, operate, and maintain all existing fresh water pipelines which supply fresh water for livestock and domestic purposes to GRANTOR'S entire premises, some of which may already be in place along, across, over and/or under the permanent easement and also reserves and retains the right and privilege to install, maintain, and operate such fresh water pipelines and facilities as GRANTOR deems reasonable, necessary, or convenient in the future along, across, under and/or over the permanent easement area for the

purpose of furnishing fresh water for domestic and livestock purposes for GRANTOR'S entire premises.

19. If the construction for the pipeline herein provided for has not been completed within one hundred eighty (180) days from the date this agreement is executed by GRANTEE then all rights and privileges granted hereunder shall automatically terminate and revert to GRANTOR with all rights of the GRANTEE terminated. Upon the nonuse of the pipeline for the transportation of natural gas and oil petroleum products for a period of three hundred and sixty-five (365) consecutive days, all rights of GRANTEE, its successors and assigns hereunder, with respect to the easement and right-of-way shall, ipso facto, terminate and revert to GRANTOR.

20. Upon the termination of this Pipeline Easement and Right-of-Way Agreement, GRANTEE shall, within one hundred eighty (180) days thereafter, remove the pipeline and all associated equipment located in the easement area. GRANTEE shall restore the easement area to its natural state in effect immediately prior to the removal of the pipeline which shall include, but not be limited to, the placement of top soil in sufficient quantities for the growth of grass with said easement area to be reseeded in accordance with the reasonable specifications of GRANTOR. GRANTEE shall pay to GRANTOR all damages caused by the removal of the pipeline and related equipment.

21. GRANTEE shall have the right to assign this easement to any financially responsible third party with the prior written consent of GRANTOR which consent shall not be unreasonably withheld. All of the terms, conditions, obligations, and covenants of this Pipeline Easement and Right-of-Way Agreement shall be binding upon any assignee just as though assignee had executed this agreement as a party hereto, but such assignment shall not relieve GRANTEE from any liability under the terms, conditions, obligations, and covenants arising under this agreement to the extent that liability arises prior to the assignment. GRANTEE shall notify GRANTOR in writing of any assignment of this Pipeline Easement and Right-of-Way Agreement with the notice to occur forty-five (45) days prior to the assignment.

22. In the event of either party defaulting hereunder, the other party shall be entitled to all remedies and damages provided for by law. The non-defaulting party shall also be entitled to recover all reasonable costs and expenses incurred as a result of or arising out of the other party's default, including, but not limited to, reasonable attorneys fees, court costs, and expenses of litigation. Venue shall be in Tom Green County, Texas.

23. GRANTEE shall remove all trees and brush within the easement area, and such trees and brush shall be burned or disposed of by GRANTEE.

24. In the event construction operations are carried on during lambing or kidding season and such operations cause a loss in the lamb or kid crop, GRANTEE agrees to pay GRANTOR damages for such loss. Additionally, if construction operations and the activity associated with GRANTEE have an adverse effect on the hunting of whitetail deer and wildlife, GRANTEE agrees to pay to GRANTOR reasonable damages which in no event shall exceed the loss of the hunting revenue to be received by GRANTOR.

25. RELEASE AND INDEMNITY. GRANTEE RELEASES AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR AND GRANTOR'S PARTNERS, REPRESENTATIVES, FAMILY, INVITEES, CONTRACTORS, LESSEES, AGENTS, AND EMPLOYEES (COLLECTIVELY "RELEASED AND/OR INDEMNIFIED PERSONS") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, EXPENSES, PENALTIES, DEMANDS, FINES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND AND INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND MATTERS CONTEMPLATED BY THIS PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT (COLLECTIVELY "LIABILITIES"). IN CLARIFICATION, AND NOT IN ANY WAY TO LIMIT THE SCOPE OF THE FOREGOING RELEASE AND/OR INDEMNITY, IT IS SPECIFICALLY UNDERSTOOD THAT THIS RELEASE AND/OR INDEMNITY SHALL APPLY TO ACCIDENTS, INCIDENTS, OR OCCURRENCES ARISING OUT OF, INCIDENT TO, OR IN

ANY WAY RESULTING FROM THE OPERATION OF THE PIPELINE AND THE GRANTING OF THE PIPELINE EASEMENT AND RIGHT-OF-WAY. IT IS UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, ANY LIABILITIES ARISING FROM OR IN FAVOR OF (1) ANY GRANTEE HERETO, (2) ANY EMPLOYEES OF GRANTEE, (3) ANY OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS OR THEIR EMPLOYEES; (4) ANY OF GRANTEE'S AGENTS OR REPRESENTATIVES OR THEIR EMPLOYEES; (5) ANY GUESTS, INVITEES OR LICENSEES OF GRANTEE; (6) ANY PERSON WHO COMES ON THE LEASED PREMISES WITH THE EXPRESS OR IMPLIED PERMISSION OF GRANTEE; (7) ANY PERSONS ASSERTING DERIVATIVE CLAIMS BY, THROUGH OR UNDER ANY OF THE FOREGOING PERSONS; (8) ANY PROPERTY OWNED BY THIRD PARTIES; (9) THE CONTAMINATION OF SUBSURFACE WATER AND ALL OTHER DAMAGES RESULTING FROM THE OPERATION OF THE PIPELINE OR ANY OTHER DELETERIOUS SUBSTANCES OCCASIONED BY GRANTEE'S OPERATIONS; AND (10) THE FAILURE TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, REGULATIONS, ORDINANCES, AND REQUIREMENTS AND ANY ACTION TAKEN BY THE ENVIRONMENTAL PROTECTION AGENCY, OR ITS SUCCESSOR AGENCY, AND ANY OTHER FEDERAL, STATE, OR LOCAL PARTIES OR AGENCIES OF COMPETENT JURISDICTION, BY REASON OF THE OPERATION OF SUCH PIPELINE. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE RELEASE AND/OR INDEMNITIES PROVIDED FOR IN THIS PARAGRAPH EXTEND TO LIABILITIES ARISING FROM OR ATTRIBUTABLE TO THE CONCURRENT NEGLIGENCE OR OTHER RESPONSIBILITY (AS "RESPONSIBILITY" IS DEFINED AND UNDERSTOOD UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE) OF ANY RELEASED AND/OR INDEMNIFIED PERSONS AND THE ONLY LIABILITIES WITH RESPECT TO WHICH GRANTEE'S OBLIGATION TO RELEASE AND/OR INDEMNIFY DOES NOT APPLY ARE (1) LIABILITIES RESULTING FROM THE SOLE NEGLIGENCE OR OTHER SOLE RESPONSIBILITY OF A RELEASED AND/OR INDEMNIFIED PERSON, AND (2) THE OBLIGATIONS OF GRANTOR ARISING UNDER THIS PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CANCELLATION OR TERMINATION OF THIS AGREEMENT. GRANTEE AGREES TO

PROVIDE A LEGAL DEFENSE THAT MAY BE REQUIRED TO DEFEND ANY LIABILITIES TO THE EXTENT GRANTEE HAS THE OBLIGATION TO INDEMNIFY THE INDEMNIFIED PERSONS.

26. The Pipeline Easement and Right-of-Way Agreement conveyed herein is a non-exclusive easement and GRANTOR retains the right to grant easements or rights-of-way to third parties over, across and through the easement area to the extent these grants do not unreasonably interfere with the rights granted herein.

This Pipeline Easement and Right-of-Way Agreement shall be binding upon GRANTOR and GRANTEE and their respective heirs, successors, assigns, and representatives or until terminated by a recordable instrument or as may otherwise be provided herein or by law.

DATED AND EFFECTIVE this 26th day of July, 2003.


GRANTOR:

WM. H. ARMSTRONG, II, TRUSTEE OF THE
M.D. BRYANT FAMILY TRUST

By: _____
Wm. H. Armstrong, II, Trustee

GRANTEE:

THOMAS K. PAYNE PETROLEUM, INC.

By: 
NAME
President
TITLE

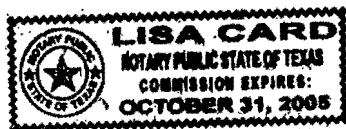
STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me this ____ day of July, 2003 by Wm. H. Armstrong, II, Trustee of the M.D. Bryant Family Trust, on behalf of said Trust.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me this 26 day of July, 2003 by Payne, Thomas of Thomas K. Payne Petroleum, Inc., on behalf of said Texas corporation.



Lisa Card
Notary Public, State of Texas

**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 51st & 119th 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 \$42,621.00 in order to establish and maintain a special Felony Family Violence Victims' Assistance Unit; and

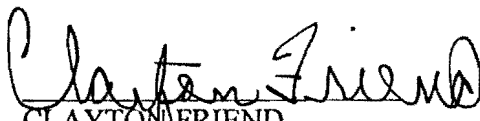
WHEREAS, the Tom Green County Commissioners have agreed to contribute the total of \$4,556.00 in matching funds if the resolution is adopted and the application for said grant is approved; and


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;

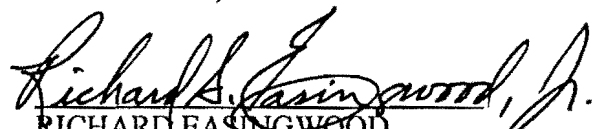
NOW, THEREFORE, BE IT RESOLVED, The Tom Green County Commissioners Court does hereby authorize the District Attorneys for the 51st & 119th Judicial Districts of Texas to apply to the Office of the Governor for a grant to establish and maintain a special Felony Family Violence Victims' Assistance Unit for budget years 2003 and 2004, and additionally appoint **STEPHEN R. LUPTON** and **STEPHEN H. SMITH** as official representatives to act in connection with the grant application and have the power to apply for, accept, reject, alter or terminate the grant, upon approval of the Tom Green County Commissioners Court.

ADOPTED this the 12 day of August, 2003.


CLAYTON FRIEND
Commissioner, Precinct One


KARL BOOKTER
Commissioner, Precinct Two


JODIE WEEKS
Commissioner, Precinct Three


RICHARD EASINGWOOD, JR.
Commissioner, Precinct Four


MICHAEL D. BROWN
Tom Green County Judge

**TOM GREEN COUNTY
SOLID WASTE COLLECTION SITES**

Effective October 1, 2001

OPEN SATURDAYS ONLY

Christoval 234-1064	11:00 A.M. - 5:P.M.
Grape Creek 234-1065	9:00 A.M. - 5:00 P.M.
Wall 234-1058	9:00 A.M. - 1:00 P.M.

RATES & RESTRICTIONS	Current	Proposed
MINIMUM CHARGE PER VISIT	\$10	\$12
BURN / TRASH BARREL (EA.)	\$10	\$12
PICKUP BED	\$20	\$22
FLATBED TRAILER (UP TO 18 FT.)	\$27	\$29

HOUSEHOLD WASTE ONLY!!!

NO COMMERCIAL DUMPING ALLOWED

**THE FOLLOWING WILL NOT BE ACCEPTED AT
TOM GREEN COUNTY WASTE COLLECTION SITES**

TIRES	METAL
APPLIANCES	BATTERIES

**NO CONSTRUCTION MATERIALS
OR ANY MATERIAL(S) CONSIDERED HAZARDOUS
BY THE STATE OR FEDERAL GOVERNMENT
TO INCLUDE, BUT NOT LIMITED TO:**

FREON	OIL
PAINT	PAINT CONTAINERS
PESTICIDES	PESTICIDE CONTAINERS
CHEMICALS	CHEMICAL CONTAINERS
ANTI-FREEZE	ANTI-FREEZE CONTAINERS
SALT PRODUCTS	CAUSTIC COMPOUNDS

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST TEXAS VA HEALTH CARE SYSTEM
& TOM GREEN COUNTY
FOR
GROUND TRANSPORTATION TO AND FROM SAN ANGELO**

1. Tom Green County agrees to:

- a. Provide ground transportation between San Angelo and Big Spring for veterans requiring health care at the West Texas VA Health Care System.
- b. Agreement consists of two scheduled trips per week.

2. West Texas VA Health Care System agrees to:

- a. Reimburse Tom Green County for transportation of veterans to the Medical Center. The rate is set at \$140.00 per month, and will be paid monthly by check to the Veterans County Service Office, 111 W. Beauregard Avenue, San Angelo, Texas 76903.
- b. West Texas VA Health Care System assumes no liability involving this transportation.



MICHAEL D. BROWN
County Judge
Tom Green County

8-12-03
Date



CARY D. BROWN, Director
West Texas VA Health Care System

8-22-03
Date

Tom Green County Library

113 West Beauregard
San Angelo, Texas 76903
915-655-7321

January 2, 2003

Project Budget

Expenditures

Building Construction	\$ 900,000.00
Information Technology	\$ 8,000.00
Shelving	\$ 92,000.00
Telephone System	\$ 15,000.00
Security System	\$ 20,000.00
Furniture	\$ 116,000.00
Microfilm Reader Printer (2)	\$ 8,000.00
Asbestos Removal	\$ 100,000.00
TOTAL	<u>\$1,259,000.00</u>

Revenue

Lloyd T. Jones Trust	\$ 45,186.00
Sally Hunter Trolinger	\$ 350,000.00
Hughes Settlement	\$ 467,250.00
San Angelo Health Foundation	\$ 200,000.00
To Be Determined	\$ 196,000.00
TOTAL	\$1,259,000.00

Revenue Description

Lloyd T. Jones Trust - Portion of his estate left to the Tom Green County Library for the benefit of the library.

Sally Hunter Trolinger - Portion of her estate left to the Tom Green County Library for the benefit of the library.

Hughes Settlement -- Proceeds from a settlement with Southern Methodist University concerning the Estate of Dewayne Hughes. At request of Library Board and approval of Tom Green County Commissioners the proceeds were set aside for library facilities.