

Tom Green County Commissioners' Court November 14, 2001

The Commissioners' Court of Tom Green County, Texas, met in Regular Session November 14, 2001, in the Edd B. Keyes Building, with the following members present:

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

County Judge, Mike Brown, called the meeting to order at 8:34AM .

The Pledge of Allegiance was recited and Judge Brown gave the invocation.

Commissioner Friend moved to approve the Consent agenda as amended.

- A. Approved the Minutes from the 10-23-01, Regular meeting of the Commissioners' Court and the two Special Meetings on 11-9-01 by adding the limited amount of up to \$5000.00 to be paid for the asbestos abatement consultant for the Keyes Building and correcting the spelling of Mr. Heckman's name.
- B. Approved the Minutes of Accounts Payable from 10-24-01 through 11-14-01 in the amount of \$1,913,909.84 and Purchase Orders from 10/22 – 26/01 in the amount of \$21,607.77; from 10/29/01 to 11/02/01 in the amount of \$ 32,989.51 and from 11/05 – 09/01 in the amount of \$20,829.99.
- 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/S TEP</u>	<u>SALARY</u>	
Torres, Bill C.	Housekeeping	New Hire	10/25/01	P/T	\$ 5.15	/HR
Lane, Joe T.	Information Technology	New Hire	11/14/01	N/A	\$1458.33	S/M
Cannon, Barbara D.	Jail	New Hire	11/16/01	13/1	\$ 717.58	S/M
Garcia, Maria I.	Jail	Rehire	11/03/01	16/1	\$ 832.10	S/M
Gibson, Brad C.	Jail	New Hire	11/03/01	16/1	\$ 832.10	S/M
Holmes, Mary E.	Jail	New Hire	11/12/01	16/1	\$ 832.10	S/M
Hughes, Marco S.	Jail	Transfer	11/20/01	16/1	\$ 832.10	S/M
Zuniga, Oscar G.	Jail	New Hire	11/13/01	16/1	\$ 832.10	S/M
Calzada, Ruby C.	Juv Probation	New Hire	11/13/01	N/A	\$ 958.33	S/M
Gloria, Thomas R.	Juv Probation	New Hire	11/13/01	N/A	\$ 958.33	S/M
Liles, Jeffrey H.	Library	New Hire	11/05/01	21/1	\$1065.33	S/M
Asbill, Scott D.	RKR Post Adjudication	New Hire	11/08/01	N/A	\$ 736.66	S/M
Bible, Lyndon D.	RKR Post Adjudication	New Hire	11/12/01	P/T	\$ 8.50	/HR
Gutierrez, Daniel G.	RKR Post Adjudication	Rehire	11/13/01	N/A	\$ 775.00	S/M
Heath, Ezra D.	RKR Post Adjudication	New Hire	11/12/01	N/A	\$ 736.66	S/M
Meyers, David C.	RKR Post Adjudication	New Hire	11/08/01	N/A	\$ 736.66	S/M
Vasquez, John J.	RKR Post Adjudication	New Hire	11/12/01	N/A	\$ 736.66	S/M
Watson, Joshua J.	RKR Post Adjudication	New Hire	11/12/01	P/T	\$ 8.50	/HR

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/ST EP</u>	<u>SALARY</u>	
Story, Kay N.	County Clerk	Resignation	11/02/01	13/1	\$ 717.58	S/M
Specht, Robert A.	Information Tech	Resignation	11/02/01	N/A	\$1604.17	S/M
Cochran, Mary E.	Jail	Resignation	11/15/01	N/A	\$ 6.00	/HR
Geffers, Amanda F.	Jail	Resignation	10/30/01	16/1	\$ 832.10	S/M
Goetz, Mark S.	Jail	Resignation	11/01/01	16/1	\$ 832.10	S/M
Smith-Bothell, Jennifer	Jail	Resignation	11/14/01	N/A	\$ 906.50	S/M
Gomez, Robert J.	RKR Post Adjudication	Resignation	10/31/01	N/A	\$ 750.00	S/M
Fowler, Lori A.	Vehicle Registration	Resignation	11/06/01	10/1	\$ 618.82	S/M
Foster, Carolyn	CRTC (235)	Rehire	10/27/01	N/A	\$ 698.31	S/M
Braly, Belinda F.	CSCD (218)	Sal Increase	09/01/01	N/A	\$1039.92	S/M
Haines, Mary M.	CSCD (218)	New Hire	10/22/01	N/A	\$ 714.38	S/M
Lindsey, Shuddell L.	CSCD (235)	Resignation	11/15/01	N/A	\$ 784.96	S/M
Martin, Stefanie M.	CSCD (218)	New Hire	11/05/01	N/A	\$ 997.04	S/M

- D. Approved release and accepted pledged security from Texas State Bank.
- E. Set opening date of December 11, 2001, for :
 - 1. RFB 01-035 "State Grade & Rock"
 - 2. RFB 01-034 "Add Box Culvert to Flatt Slab Bridge"
- F. Approved clearing low water crossing area on Walnut Grove Road.
- G. Approved Verizon's request to place Communication line in County right-of-way in Precinct #3: (Recorded with these minutes)
 - 1. Starting 795' north of Intersection of Deer Valley Court on Deer Valley Drive in the west right-of-way to bore from right-of-way in an easterly direction.
 - 2. Starting at 130' east of intersection of Marshall Street on 8th Street in the north right-of-way, to bore from right-of-way to right-of-way.
- H. Accepted Indigent Health Care monthly report as a matter of record. (Recorded with these minutes.)

Commissioner Weeks seconded the motion. All voted in favor.

Herb Straach, Templeton Construction, reported to the Court that he had requested a jail inspection, but the only opening was this week and there was a problem with the audio and the fire alarms, so the jail inspection will be the week after Thanksgiving. Maintenance is finishing the flush valves. The plumbers discovered leaks in the expansion joints, and those are being taken care of. The inmate painting crew will be finishing this week. The cameras are installed and functioning properly in Phase II. In Phase III, work is proceeding and dry walls are going up, creating more rooms. No action was taken.

Commissioner Bookter moved to approve contracts for Detention Services between Tom Green County and the Counties of Irion, Sterling, Coke, Runnels, Concho, Mason, Schleicher, Crockett and Sutton for FY 2002, on a space available basis, at a

cost of \$75.00 per day and give Judge Brown the authority to sign the contracts. Motion was seconded by Commissioner Easingwood and all voted in favor.

Commissioner Friend moved to approve the purchase of an automated attendant and voice mail for the District Clerk's office at a cost of \$4393.93 to be purchased out of the District Clerk's Record Management fund and not to be paid for by tax dollars. Motion was seconded by Commissioner Bookter and all voted in favor.

Kevin Housley, on behalf of the Christoval Youth Baseball League, made a presentation to the Court and requested a long term lease of the three baseball fields located in Pugh Park. This would allow the Baseball Association to make application for grants that would enable them to make improvements to the fields. The presentation included:

1. Certificate of Incorporation and Articles of Incorporation.
2. Liability Insurance Binder for most recent baseball season.
3. Letters dated August 7, 2001, from Christoval Community Chamber, Friends of Pugh Park addressed to the Tom Green County Commissioners and the President of the Christoval Youth Baseball League.
4. Petition signed by Christoval residents.
5. Excerpt from minutes of the Commissioners' Court of Tom Green County, dated January 30, 1995, which is believed to evidence the approval of construction of the most recently constructed baseball field in Pugh Park.

Mr. Housley requested that an initial 10 year lease be given in order to make capital improvements to the fields.

Commissioner Easingwood complimented the organization on the presentation that was presented to the Court and said he initially wanted to make a 2 year lease with 3 five year options, so that as children move on to different activities, their parents are not tied to a long term lease commitment. He also commented that the park needs to be continued to be kept in a good manner because of interest from Texas Highways and other organizations that would like to make Christoval part of the Texas Trail Tours.

Judge Brown commented that most grants require a minimum of 5 year terms in order to secure grants and suggested a possible 5 year lease with a 5 year option.

Keith Davis, Counsel for the Court, stated that the details of the lease contract had not been worked out at this time, but would be if the Court authorized the League to proceed and then resubmitted to the Court for final approval.

Judge Brown moved to approve, in general, a lease with the Christoval Youth Baseball League, subject to formal approval of mutually acceptable terms as soon as details have been hammered out. Motion was seconded by Commissioner Bookter and all voted in favor.

Item #8 regarding plat for Grape Creek Village Subdivision is tabled until the proper documentation is ready to be presented to the Court.

Judge Brown moved to approve the Auditor's Monthly Report for October, 2001, as presented. Commissioner Bookter seconded the motion and all voted in favor.

Judge Brown moved to allocate our 935 votes evenly (187 each) between A.H. (Chico) Denis, Walter W. Pfluger, Dick Burnett, Louis P. Gomez and John D. Phillips as nominees for the Board of Directors of the Tom Green County Appraisal District for the 2002-2003 Term. Commissioner Easingwood seconded the motion and all voted in favor.

Commissioner Weeks moved to approve the purchase of a New Holland TC455101 two wheel drive tractor at a cost of \$14,650.96 from San Angelo Ford Tractor and a Husqvarna 61" deck, 25 HP riding mower at a cost of \$6,799.96 from D&M Outdoor Power Equipment of San Angelo along with trade in of old equipment for the Parks Department and approve a line item transfer from Parks & Solid Waste - Capitalized equipment to Hand tools & equipment for a combined total of \$1,650.00. Motion was seconded by Judge Brown and all voted in favor.

Commissioner Easingwood moved to cancel the RFB 01-033 "Law Enforcement Uniforms" and rebid due to the error in the quantity quoted. Motion was seconded by Commissioner Friend and all voted in favor.

Judge Brown moved to approve the quote for RFB 01-015 "Bulk Vending" from Mr. James Koca of L & J Enterprises with a 30% commission going to the Employees' enrichment fund. Motion was seconded by Commissioner Weeks and all voted in favor.

Judge Brown moved to approve an interlocal agreement with the Houston Galveston Area Council of Government for the previously approved purchase of radio equipment for the Tom Green County Sheriff's Department to replace the existing Dispatch Console to be paid for with grant funds. Motion was seconded by Commissioner Easingwood and all voted in favor.

Commissioner Weeks moved to approve the purchase of telecommunication equipment for the Tom Green County Justice Center from NTS Communications for all the Court sections as designated by the architect at a cost of \$15,279.71 and be paid for out of the jail funds. Motion was seconded by Commissioner Easingwood and all voted in favor.

Item #16 regarding travel policy was not changed and no action was taken.

Commissioner Easingwood moved to approve the agreement between Tom Green County, Texas, Ponderosa Estates Owners Association and the Dove Creek Volunteer Fire Department for installation of dry hydrant in their area and authorize Judge Brown to sign the agreement. Motion was seconded by Commissioner Friend and all voted in favor. (Recorded with these minutes).

Judge Brown moved the Commissioners' Court by Order confirm, accept, approve and ratify the purchase of the property at 138 W. Harris, known as the Shaver Building for \$275,000.00. Motion was seconded by Commissioner Bookter. Judge Brown, Commissioners Bookter, Weeks, and Friend. Commissioner Easingwood voted in opposition of the motion.

Commissioner Friend moved to authorize Keith Davis, Court's Counsel, to enter into negotiations and authorize Judge Brown to sign agreement, granting Westerngeco's request to utilize County right-of-ways and roads to lay geo-physical cable along and across existing roads from January, 2002 through May, 2002. Motion was seconded by Commissioner Easingwood and all voted in favor.

Judge Brown moved to approve the use of Courthouse Security Funds to fund salaries for off duty jailers and Deputies when working as substitute bailiff's for the Courts. Commissioner Weeks seconded the motion and all voted in favor.

Judge Brown moved to approve Contracts for providing health care service to Tom Green County Indigent with Shannon Health Care System and Angelo Community Hospitals. Commissioner Weeks seconded the motion and all voted in favor.

Keith Davis reported to the Court regarding issues relating to Tweety Road and Heckaman Road regarding a pipeline partially in road right of way and there may be some mutual agreements regarding these matters. After the issues are agreed upon, Mr. Davis will come back to the Court to present the mutual agreement. **No Action taken by the Court at this time.**

Commissioner Weeks moved to modify the Tom Green County Construction Specifications for utilities in county right of ways to read:

Public utilities shall not be required to pay fee. The company/the utility shall notify the Commissioner or the Commissioners' Assistant of the Precinct where work is to commence prior to installation. This notification shall be immediately followed by submission of the appropriate paperwork for presentation at the next regular session of the Tom Green County Commissioners' Court. Remove the requirement to record request in County Clerk's office and state Commissioners' approval and shall be recorded in the Commissioners' Court Minutes.

Add to Glossary:

Emergency Situation: repair of damage caused by catastrophic occurrence such as fire, flood, ice, wind, tornado, earthquake, terrorist activities or acts of war.

Public Utility: (1). An electric utility, as that term is defined by Section 31.002; or
 (2). A public utility or utility, as those terms are defined by Section 51.002.
 (V.A.C.S. Art. 1446c-0, Sec. 1.004)

Commissioner Easingwood seconded the motion and all voted in favor.

Item 24 regarding County Parks and the uses of these were discussed. Keith Davis addressed the Court on possible solutions to be addressed in the future regarding usage, fees, insurance liabilities, policies, procedures, and other potential issues that might need to be discussed during some extra work shop sessions. **No Action taken at this time.**

Commissioner Weeks moved to add to the Tom Green County Subdivision and Manufactured home Rental Community Development Regulations, a clarification of Local Government Code 232.0031 that was adopted on September 25,2001, by attaching the following statement :

Tom Green County Commissioners' Court, by Order, requires that the Plat application shall have attached to it, a statement, prepared by an Engineer registered to practice in the State of Texas, and Certifies that adequate groundwater is available for the subdivision.

All Tom Green County Subdivisions must comply with TNRCC Chapter 230- Groundwater availability certification for platting. (Attach TNRCC Chapter 230 to the Regulations)
 Commissioner Bookter seconded the motion and all voted in favor.

Commissioner Weeks moved to direct the County Attorney to have "Blanket Authority" to proceed with the prosecution of non-approved subdivisions. Motion was seconded by Commissioner Friend and all voted in favor.

There was no further discussion or action on the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

Judge Brown recessed the Open Session at 10:45 A.M.

Judge Brown open a Public Hearing for the purpose of discussion regarding the abandonment of "Old Kellermeier Road" in Precinct #1. The meeting was called to order at 10:45 A.M.

Edward Kellermeier gave a brief history of the road and stated that the road has no public purpose since it is a dead end road and in years past ended at the County line, but does not even extend that far now. Commissioner Friend presented a petition with several names in favor of closing the road. He stated that there is another Kellermeier Road, but it is in a different location.

Judge Brown closed the public hearing and reconvened the Open Session of the Regular Court at 10:50 A.M..

Judge Brown moved to abandon the "Old Kellermeier Road" defined as a dirt road located between Edward Kellermeier and H.L. Lacy as evidence by survey done by SK Engineering. The road will be abandoned to the center line and shall be equally divided between the adjacent land owners of Edward Kellermeier and H.L. Lacy. Commissioner Friend seconded the motion and all voted in favor.

Line item transfers:

Fund: General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
081 Parks & Solid Waste	0572 Hand Tools & Equipment	1,650.00	
081 Parks & Solid Waste	0470 Capitalized Equipment		1,650.00

Future Agenda Items:

1. Flood plain for North San Angelo, in Precinct #3.
2. Line item transfers.
3. Consider approval of 3 viewing stations for public use in County Clerk's office.

Announcement:

The meeting was adjourned at 11:30 A.M.

 Michael D. Brown, County Judge

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

mobil
234- 1024

Tom Green County
David Spieker
Road Superintendent Precinct 1 & 3
113 W Beauregard
San Angelo, TX 76903

October 12, 2001

Permission is granted to Tom Green County to enter onto my property, for the purpose of cleaning or clearing a low water crossing on Walnut Grove Road. This will assist the County in preventing water backing up on County road.

Test + Dennis Yador

This permission is granted with the understanding that each piece of work will be done one at a time. At no time will the fence be left open or unattended, with the fence being put back in place before dark. The county will be responsible for any livestock ~~not~~ released on to roadways.

Dennis Yador



NOTICE OF COMMUNICATION
LINE INSTALLATION

Date: 10-31-01

TO THE COMMISSIONER'S COURT OF Tom Green COUNTY

ATTENTION: SPIEKER
ATTENTION COUNTY JUDGE:

Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line within the right-of-way of a County Road in Tom Green County, TEXAS as follows:

Starting at 130' feet East of the intersection of Marshall street on 8th street in the North ROW to bore from ROW to ROW. All to be a minimum of 30" inches in depth.

The location and description of this line and associated appurtenances is more fully shown by 2 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this notice by the VERIZON SOUTHWEST does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after Nov 6 2001.

VERIZON SOUTHWEST

BY: MANUEL ORTEGON SR. ENGINEER - ACCESS DESIGN *MO*
ADDRESS: 2020 LOOP 306
SAN ANGELO, TEXAS 76904
(915) 949-0884

WORK ORDER#: 9P001DB
EXCHANGE: Carlsbad 5113

ROUTE TO:
Comin Pet 1 _____
Comin Pet 2 _____
Comin Pet 3 _____
Comin Pet 4 _____
Comin Pet 5 _____



NOTICE OF COMMUNICATION
LINE INSTALLATION

Date: 10-31-01

TO THE COMMISSIONER'S COURT OF Tom Green COUNTY

ATTENTION: SPIEKER
ATTENTION COUNTY JUDGE:

Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line within the right-of-way of a County Road in Tom Green County, TEXAS as follows:

Starting at 795' North of the intersection of Deer Valley Ct. on Deer Valley Dr. in the West ROW to bore from ROW to ROW in an Easterly direction to end at this point. All to be a minimum of 30" inches in depth.

The location and description of this line and associated appurtenances is more fully shown by 2 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this notice by the VERIZON SOUTHWEST does not constitute a waiver, surrender, abandonment or impairment of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after Nov 5 2001.

VERIZON SOUTHWEST

BY: MANUEL ORTEGON *MO*
SR. ENGINEER - ACCESS DESIGN

ADDRESS: 2020 LOOP 306
SAN ANGELO, TEXAS 76904
(915) 949-0884

WORK ORDER#: 9P001DB
EXCHANGE: Carlsbad 5113

ROUTE 101
Comm. Pat. 1 _____
Comm. Pat. 2 _____
Comm. Pat. 3 _____
Comm. Pat. 4 _____
App. 1015 _____

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green CountyReport for the Month/Year of OCTOBER, 2001

I. Application/Case Data

	Cases	Persons
Applications Approved During Report Month	41	42
Applications Denied During Report Month	10	10

II. Creditable Expenditure During Report Month

Physicians Services	1. \$17,890.61	
Prescription Drugs	2. \$ -0	
Hospital, Inpatient Services	3. \$47,341.96	
Hospital, Outpatient Services	4. \$59,467.13	
Laboratory/X-Ray Services	5. \$ 4,661.80	
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. \$ 232.56	
Total Expenditures (Add #1-#10)		11. \$129,594.06
Reimbursements Received	12. (\$23,517.18)	
6% Case Review Findings (\$ in error)	13. (-0-)	
Total to be deducted (Add #12-#13)		14. (\$23,517.18)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$106,076.88

STATE FISCAL YEAR (Sept 1 - Aug 31) TOTAL \$ 106,076.88General Revenue Tax Levy (GRTL)\$ 16,574,006.218% of GRTL \$ 1,325,920.50 6% of GRTL \$ 994,440.37

Ladon Blasingame
 Signature of Person Submitting Report

11-07-01
 Date

Print Name and Title LADON BLASINGAME IHC ADMINISTRATOR

Eligible Cases 130
 Eligible Individuals 140

Ineligible Cases 60
 Ineligible Individuals 63

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Irion acting by and through its duly authorized representatives, the Commissioners' Court of Irion County, Texas, Sidney Mabry, Irion County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Irion County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Irion County for such use and purpose, and Irion County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Irion County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Irion County.

(3) Irion County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Irion County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Irion County and to request that Irion County be billed for the same. Irion County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Irion County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Irion County may be denied if space limitations require.

(6) Children from Irion County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Irion County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Irion County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Irion County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Irion County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Irion County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Irion County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Irion County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Irion County unless

a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Irion County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Irion County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Irion County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Irion County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Irion County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Irion County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as

to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Irion County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Irion County for such children placed in the facility by the Judge of Irion County having juvenile jurisdiction.

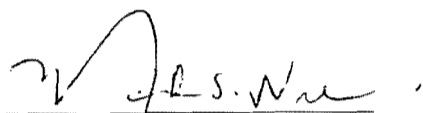
This contract is in lieu of all previous contracts between Tom Green County and Irion County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,

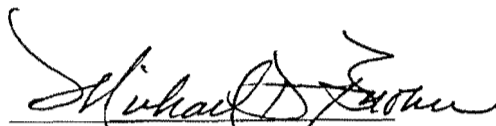
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



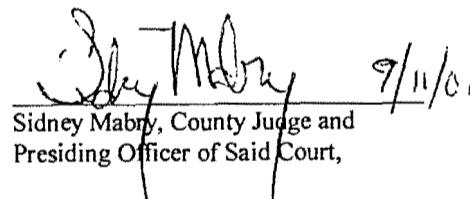
Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Irion County



Sidney Mabry, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Sterling acting by and through its duly authorized representatives, the Commissioners' Court of Sterling County, Texas, Robert L. Browne, Sterling County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sterling County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Sterling County for such use and purpose, and Sterling County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Sterling County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Sterling County.

(3) Sterling County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Sterling County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sterling County and to request that Sterling County be billed for the same. Sterling County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Sterling County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Sterling County may be denied if space limitations require.

(6) Children from Sterling County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Sterling County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Sterling County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Sterling County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Sterling County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Sterling County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Sterling County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Sterling County, its agents, servants, or employees at the conclusion of

the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Sterling County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Sterling County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Sterling County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Sterling County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sterling County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Sterling County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Sterling County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Sterling County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

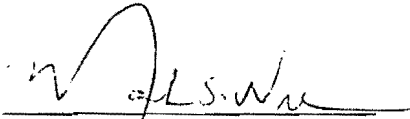
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Sterling County for such children placed in the facility by the Judge of Sterling County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Sterling County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

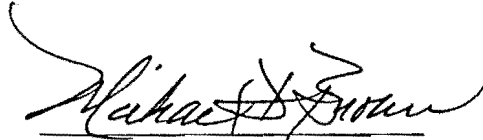
Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Sterling County



Robert L. Browne County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Coke acting by and through its duly authorized representatives, the Commissioners' Court of Coke County, Texas, Jackie Walker, Coke County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Coke County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Coke County for such use and purpose, and Coke County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Coke County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Coke County.

(3) Coke County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Coke County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Coke County and to request that Coke County be billed for the same. Coke County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Coke County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Coke County may be denied if space limitations require.

(6) Children from Coke County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Coke County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Coke County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Coke County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Coke County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Coke County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Coke County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Coke County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Coke County unless

a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Coke County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Coke County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Coke County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Coke County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Coke County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Coke County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as

to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Coke County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Coke County for such children placed in the facility by the Judge of Coke County having juvenile jurisdiction.

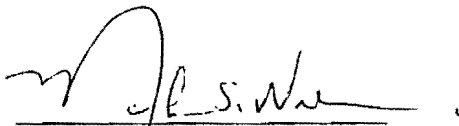
This contract is in lieu of all previous contracts between Tom Green County and Coke County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 10, day of September, 2001, to be effective October 1, 2001,

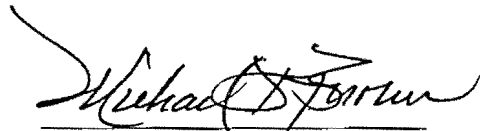
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS


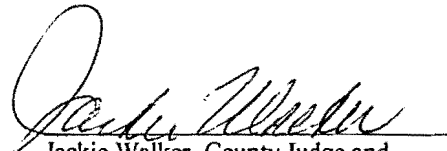


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF


Coke County

Jackie Walker, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Runnels acting by and through its duly authorized representatives, the Commissioners' Court of Runnels County, Texas, Marilyn Egan, Runnels County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Runnels County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Runnels County for such use and purpose, and Runnels County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Runnels County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Runnels County.

(3) Runnels County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Runnels County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Runnels County and to request that Runnels County be billed for the same. Runnels County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Runnels County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Runnels County may be denied if space limitations require.

(6) Children from Runnels County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Runnels County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Runnels County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Runnels County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Runnels County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Runnels County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Runnels County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Runnels County, its agents, servants, or employees at the conclusion of

the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Runnels County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Runnels County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Runnels County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Runnels County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Runnels County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Runnels County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Runnels County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Runnels County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

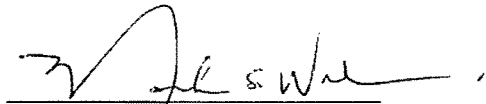
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Runnels County for such children placed in the facility by the Judge of Runnels County having juvenile jurisdiction.


This contract is in lieu of all previous contracts between Tom Green County and Runnels County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

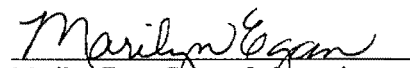
COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas


Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Runnels County


Marilyn Egan County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Runnels acting by and through its duly authorized representatives, the Commissioners' Court of Runnels County, Texas, Marilyn Egan, Runnels County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Runnels County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Runnels County for such use and purpose, and Runnels County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Runnels County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Runnels County.

(3) Runnels County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Runnels County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Runnels County and to request that Runnels County be billed for the same. Runnels County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Runnels County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Runnels County may be denied if space limitations require.

(6) Children from Runnels County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Runnels County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Runnels County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Runnels County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Runnels County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Runnels County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Runnels County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Runnels County, its agents, servants, or employees at the conclusion of

the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Runnels County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Runnels County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Runnels County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Runnels County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Runnels County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Runnels County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Runnels County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Runnels County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

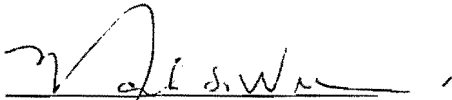
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Runnels County for such children placed in the facility by the Judge of Runnels County having juvenile jurisdiction.

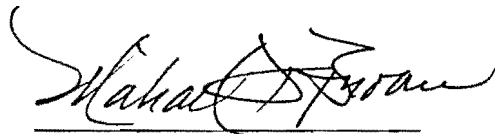
This contract is in lieu of all previous contracts between Tom Green County and Runnels County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

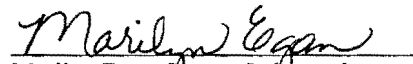
COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas


Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Runnels County


Marilyn Egan County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Concho acting by and through its duly authorized representatives, the Commissioners' Court of Concho County, Texas, Allen Amos, Concho County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Concho County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Concho County for such use and purpose, and Concho County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Concho County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Concho County.

(3) Concho County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Concho County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Concho County and to request that Concho County be billed for the same. Concho County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Concho County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Concho County may be denied if space limitations require.

(6) Children from Concho County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Concho County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Concho County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Concho County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Concho County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Concho County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Concho County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Concho County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Concho County

unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Concho County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Concho County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Concho County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Concho County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Concho County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Concho County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Concho County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

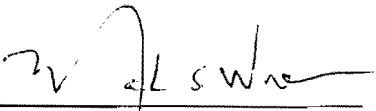
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Concho County for such children placed in the facility by the Judge of Concho County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Concho County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

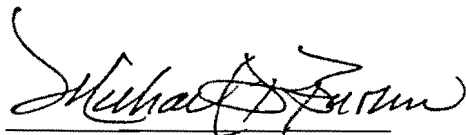
Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Concho County



Allen Amos, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Mason acting by and through its duly authorized representatives, the Commissioners' Court of Mason County, Texas, Bill Goad, Mason County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Mason County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Mason County for such use and purpose, and Mason County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Mason County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Mason County.

(3) Mason County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Mason County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Mason County and to request that Mason County be billed for the same. Mason County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Mason County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Mason County may be denied if space limitations require.

(6) Children from Mason County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Mason County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Mason County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Mason County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Mason County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Mason County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Mason County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Mason County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Mason County

unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Mason County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Mason County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Mason County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Mason County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Mason County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Mason County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Mason County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

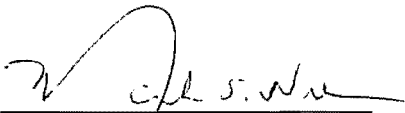
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Mason County for such children placed in the facility by the Judge of Mason County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Mason County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

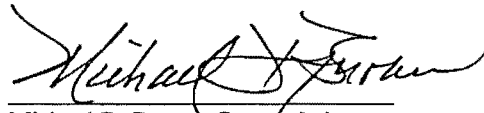
Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Mason County



Bill Goad, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Mason acting by and through its duly authorized representatives, the Commissioners' Court of Mason County, Texas, Bill Goad, Mason County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Mason County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Mason County for such use and purpose, and Mason County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Mason County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Mason County.

(3) Mason County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Mason County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Mason County and to request that Mason County be billed for the same. Mason County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Mason County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Mason County may be denied if space limitations require.

(6) Children from Mason County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Mason County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Mason County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Mason County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the Mason County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Mason County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Mason County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Mason County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Mason County

unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Mason County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Mason County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Mason County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Mason County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Mason County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Mason County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Mason County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Mason County for such children placed in the facility by the Judge of Mason County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Mason County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

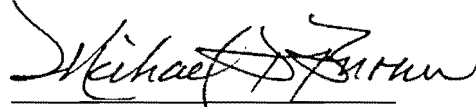
Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



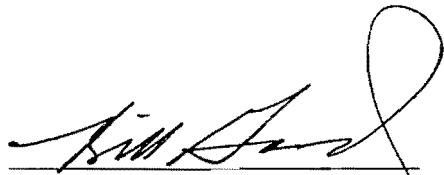
Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Mason County



Bill Goad, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Schleicher acting by and through its duly authorized representatives, the Commissioners' Court of Schleicher County, Texas, Johnny Griffin, Schleicher County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Schleicher County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Schleicher County for such use and purpose, and Schleicher County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Schleicher County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Schleicher County.

(3) Schleicher County agrees to pay Tom Green County the sum of \$75.00 per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Schleicher County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Schleicher County and to request that Schleicher County be billed for the same. Schleicher County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Schleicher County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Schleicher County may be denied if space limitations require.

(6) Children from Schleicher County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Schleicher County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Schleicher County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Schleicher County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Schleicher County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Schleicher County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Schleicher County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Schleicher County, its agents, servants, or employees at the conclusion

of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Schleicher County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Schleicher County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Schleicher County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Schleicher County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Schleicher County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Schleicher County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Schleicher County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Schleicher County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.


This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Schleicher County for such children placed in the facility by the Judge of Schleicher County having juvenile jurisdiction.


This contract is in lieu of all previous contracts between Tom Green County and Schleicher County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 14, day of September, 2001, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

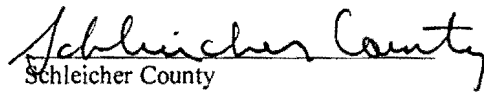
Approved as To Form

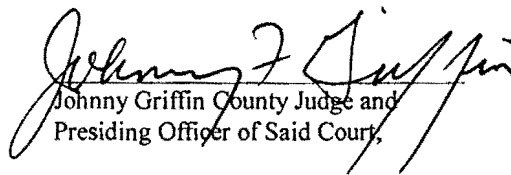
COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas


Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF


Schleicher County


Johnny Griffin County Judge and
Presiding Officer of Said Court.

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Crockett acting by and through its duly authorized representatives, the Commissioners' Court of Crockett County, Texas, Jeffery Sutton, Crockett County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Crockett County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Crockett County for such use and purpose, and Crockett County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Crockett County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Crockett County.

(3) Crockett County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Crockett County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Crockett County and to request that Crockett County be billed for the same. Crockett County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Crockett County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Crockett County may be denied if space limitations require.

(6) Children from Crockett County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Crockett County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Crockett County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Crockett County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Crockett County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Crockett County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Crockett County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Crockett County, its agents, servants, or employees at the conclusion of

the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Crockett County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Crockett County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Crockett County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Crockett County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Crockett County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Crockett County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Crockett County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Crockett County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

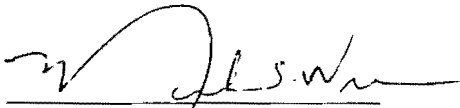
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Crockett County for such children placed in the facility by the Judge of Crockett County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Crockett County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

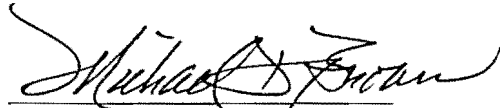
Executed in duplicate this the 10, day of September, 2001, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS





Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Crockett County

Jeffery Sutton, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Crockett acting by and through its duly authorized representatives, the Commissioners' Court of Crockett County, Texas, Jeffery Sutton, Crockett County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Crockett County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Crockett County for such use and purpose, and Crockett County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Crockett County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Crockett County.

(3) Crockett County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Crockett County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Crockett County and to request that Crockett County be billed for the same. Crockett County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Crockett County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of

contract counties and placement of children from Crockett County may be denied if space limitations require.

(6) Children from Crockett County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Crockett County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Crockett County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Crockett County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Crockett County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Crockett County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Crockett County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Crockett County, its agents, servants, or employees at the conclusion of

the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Crockett County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Crockett County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Crockett County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Crockett County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Crockett County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Crockett County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Crockett County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein

or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Crockett County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

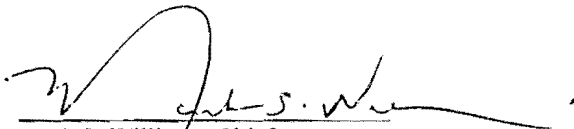
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Crockett County for such children placed in the facility by the Judge of Crockett County having juvenile jurisdiction.

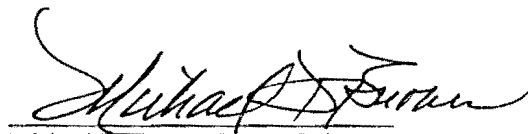
This contract is in lieu of all previous contracts between Tom Green County and Crockett County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 10, day of September, 2001, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

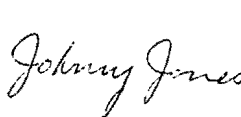
COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS



Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas


Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

Crockett County


Johnny Jones


Jeffrey Sutton, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Sutton acting by and through its duly authorized representatives, the Commissioners' Court of Sutton County, Texas, Carla Garner, Sutton County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sutton County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Sutton County for such use and purpose, and Sutton County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Sutton County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Sutton County.

(3) Sutton County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Sutton County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sutton County and to request that Sutton County be billed for the same. Sutton County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Sutton County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Sutton County may be denied if space limitations require.

(6) Children from Sutton County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Sutton County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Sutton County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Sutton County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Sutton County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Sutton County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Sutton County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Sutton County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Sutton County

unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Sutton County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Sutton County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Sutton County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sutton County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Sutton County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Sutton County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Sutton County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

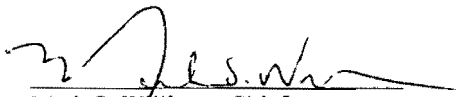
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Sutton County for such children placed in the facility by the Judge of Sutton County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Sutton County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS

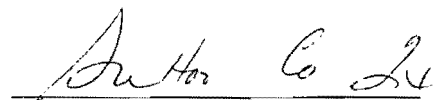


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF


Sutton County

Carla Garner, County Judge and
Presiding Officer of Said Court,

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Sutton acting by and through its duly authorized representatives, the Commissioners' Court of Sutton County, Texas, Carla Garner, Sutton County Judge, to be effective October 1, 2001, to September 30, 2002.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sutton County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Sutton County for such use and purpose, and Sutton County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal

delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effort.

After receipt of notice of termination, Sutton County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Sutton County.

(3) Sutton County agrees to pay Tom Green County the sum of ~~\$75.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Sutton County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sutton County and to request that Sutton County be billed for the same. Sutton County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Sutton County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Sutton County may be denied if space limitations require.

(6) Children from Sutton County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Sutton County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Sutton County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Sutton County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Sutton County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Sutton County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Sutton County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Sutton County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Sutton County

unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Sutton County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Sutton County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Sutton County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sutton County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Sutton County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

II. DEFAULT

(1) Sutton County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein
or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Sutton County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

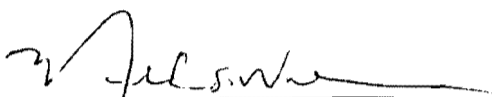
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Sutton County for such children placed in the facility by the Judge of Sutton County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Sutton County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

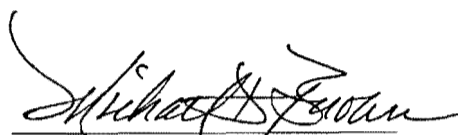
Executed in duplicate this the _____, day of _____, 20____, to be effective October 1, 2001,
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS

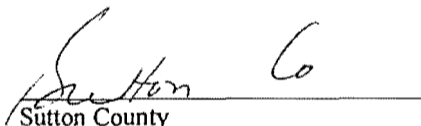


Mark S. Williams, Chief
Juvenile Probation Officer
Tom Green County, Texas



Michael D. Brown, County Judge
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF



Sutton County



Carla Garner, County Judge and
Presiding Officer of Said Court,

CRISTOVAL YOUTH BASEBALL LEAGUE

Presentation to the Commissioners' Court of Tom Green County to request lease of three baseball fields located in Pugh Park, Tom Green County, Texas

November 14, 2001

CONTENTS

1. Certificate of Incorporation and Articles of Incorporation
2. Liability Insurance Binder for most recent baseball season
3. Letters dated August 7, 2001 from Christoval Community Chamber, Friends of Pugh Park addressed to the Tom Green County Commissioners and the President of the Christoval Youth Baseball League
4. Petition signed by Christoval residents
5. Excerpt from minutes of the Commissioners Court of Tom Green County, dated January 30, 1995, which is believed to evidence the approval of construction of the most recently constructed baseball field in Pugh Park



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

CHRISTOVAL YOUTH BASEBALL LEAGUE
CHARTER NUMBER 01627996

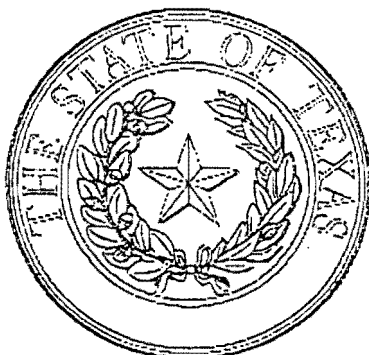
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

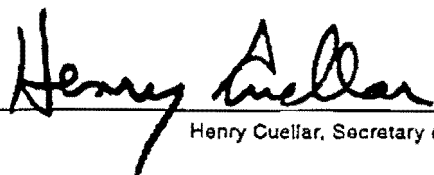
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 11, 2001

EFFECTIVE MAY 11, 2001




Henry Cuellar, Secretary of State

ARTICLES OF INCORPORATION
OF
CRISTOVAL YOUTH BASEBALL LEAGUE

I, the undersigned natural person over the age of eighteen (18), acting as incorporator, adopt the following Articles of Incorporation of Christoval Youth Baseball League (referred to herein as the "Corporation") under the Texas Non-Profit Corporation Act (referred to as the "Act"):

ARTICLE I
Name

The name of this corporation is Christoval Youth Baseball League.

ARTICLE II
Non-profit Corporation

The corporation is a non-profit corporation organized exclusively for social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code. Upon dissolution, all of the Corporation's assets shall be distributed to an organization exempt from taxes under the Internal Revenue Code or to the State of Texas.

ARTICLE III
Duration

The period of its duration is perpetual.

ARTICLE IV
Purpose or Purposes

The Corporation is organized and operated exclusively to promote, develop and to assist in the formation and operation of a youth baseball league for children in the community of Christoval, Tom Green County, Texas; said purposes being more particularly described in the Corporation's bylaws.

ARTICLE V
Powers

Except as otherwise provided in these Articles, the Corporation shall have all of the powers provided in the Act. Moreover, the Corporation shall have all implied powers necessary and proper to carry out its express powers.

ARTICLE VI
Restrictions and Requirements

The Corporation shall have no power to take any action that would be inconsistent with the requirements for federal tax exemption under Internal Revenue Code Section 501(c)(4) or any future federal tax code. Regardless of any other provision in these Articles of Incorporation or state law:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation is authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV.

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in any political campaign on behalf or in opposition to any candidate for public office.

3. The Corporation shall not engage in activities or utilize its assets in a manner that is not in furtherance of one or more exempt purposes as provided in the Internal Revenue Code, except to an insubstantial degree.

ARTICLE VII
Membership

The Corporation shall have one or more classes of members as provided in the bylaws of the Corporation.

ARTICLE VIII
Initial Registered Office and Agent

The street address of its initial registered office is 5431 John Curry, Christoval, Texas 76935, and the name of its initial registered agent at such address is Gary Stewart.

ARTICLE IX
Directors

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time-to-time, establish. The bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

The initial Board will consist of five (5) persons. The initial Board of Directors shall consist of the following persons at the following addresses:

<u>Name of Director</u>	<u>Address</u>
Gary Stewart	P.O. Box 405, Christoval, TX 76935
Lonnie Pruitt	P.O. Box 249, Christoval, TX 76935
Cara Stewart	P.O. Box 405, Christoval, TX 76935
Currie Jones	P.O. Box 23, Christoval, TX 76935
Dwain Stewart	P.O. Box 247, Christoval, TX 76935

The directors may be increased or decreased by amending bylaws.

ARTICLE X
Limitation on Liability of Directors and Officers

A director or officer is not liable to the Corporation for monetary damages for an act or omission in the director's or officer's capacity except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE XI
Indemnification

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the directors and officers shall have the power to define the requirements and limitations for the Corporation to indemnify directors and officers.

ARTICLE XII
Construction

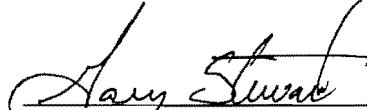
All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE XIII
Incorporators

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Gary Stewart	5431 John Curry, Christoval, Texas 76935

I execute these Articles of Incorporation on this 8th day of May, 2001.



Gary Stewart, Incorporator

F:\OFFICE\WPWIN\CORPORAT\BOYD\CHRISTOV\ART.CHR

MEMORANDUM

Date: April 3, 2001
 To: Jane Hays
 From: Lance Underwood
 Benefit Design Associates, Inc.
 Re: Binder of Coverage for Tri-County Baseball

This will confirm that coverage has been bound for the above reference as follows:

Insured: Tri-County Baseball
 Contact: Cara Stewart
 Address: PO Box 405
 Christoval, TX 76935
 Effective Date: April 2, 2001 - June 30, 2001
 Premium: \$701.75
 Coverage: \$25,000 Excess Accident Medical Maximum
 \$10,000 AD & D
 \$100 Deductible
 Carriers: American National Life Insurance Company of Texas

Confirmed By E Lance Underwood Date: 4/3/01

GENERAL LIABILITY/PARTICIPANT LEGAL LIABILITY
Tri-County Baseball
2001

CARRIER: United National Insurance Company

COVERED ACTIVITIES

Events or activities supervised, promoted, governed by or under the jurisdiction of the policyholder.

POLICY FORM Occurrence

POLICY LIMITS

General Policy Aggregate	\$2,000,000
Products and Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Exp (any one person)	EXCLUDED
Deductible	\$250

This outline is for general information. None of the above shall amend or alter the public liability contract. The wording of the policy constitutes the only agreement between the Insured and the Insurance Company.

Christoval Community Chamber
P.O. Box 435
Christoval, TX 76935
August 7, 2001

Tom Green County Commissioners
Judge Brown

Dear Sirs,

At our August meeting of Friends of the Christoval Parks, we voted to support our Christoval Baseball Association plans to be presented to the County Commissioners' Court in the near future. We support this organization's request to designate the existing three baseball parks located in Pugh Park for our community youth baseball program, both for now, and in the future.

Sincerely,
Sherry Hodges

Sherry Hodges

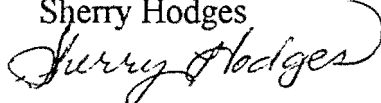
Christoval Community Chamber
Friends of Christoval Parks

Christoval Community Chamber
P.O. Box 435
Christoval, TX 76935
August 7, 2001

Christoval Baseball Association
President Gary Stewart

Dear Gary,

At our August meeting of Friends of the Christoval Parks, we voted to support your Christoval Baseball Association plans to be presented to the County Commissioners' Court in the near future. We support your request to designate the existing three baseball parks located in Pugh Park for our community youth baseball program, both for now, and in the future.

Sincerely,
Sherry Hodges


Christoval Community Chamber
Friends of Christoval Parks

We, the undersigned, support the Christoval Youth Baseball Association in their continuing efforts to provide the youth of south Tom Green County an opportunity to participate in an organized youth baseball program. As part of this effort, we urge Precinct Four Commissioner Richard Easingwood to facilitate a lease between Tom Green County and the Christoval Youth Baseball Association, a Texas 501, C(4) corporation, to include the three baseball fields currently located in Pugh Park, Christoval, Texas.

Ben Reed
 Dorothy Wilder
 Ray Wilk
 Gene M. Dack
 Core E. W. Malon
 Jamie Reeves
 Thomas R. King
 Eric Bell
 Amanda Guinn
 Corie M. Eisenberg
 Dave Michael
 Cynthia C. Michael
 Craig Barker
 Mue Gorman
 Heather Mellican
 Terri Finest
 Lisa Bull
 Steve Bull
 Robert Virden
 Jimmy Barton
 Michael Kuyler
 Bruce Kogel

John W. [unclear]
 Jim Briggate
 Steve [unclear]
 Greg [unclear]
 Duff Hallman
 Heather Middleton
 Matt Guinn Jr.
 Kerry B. Grant
 Lyndal Grant
 Theresa Pruitt
 Lisa Kennedy
 Susane Reese
 Kimber McCallister
 Jo [unclear]
 Karen Schneider
 Brittany Kemp
 Summer Davis
 Liz Gode
 Ricky King
 [unclear]
 Tom Palmer
 Robyn Palmer

We, the undersigned, support the Christoval Youth Baseball Association in their continuing efforts to provide the youth of south Tom Green County an opportunity to participate in an organized youth baseball program. As part of this effort, we urge Precinct Four Commissioner Richard Easingwood to facilitate a lease between Tom Green County and the Christoval Youth Baseball Association, a Texas 501, C(4) corporation, to include the three baseball fields currently located in Pugh Park, Christoval, Texas.

Carrie Hallman
Buffy Cass
Richard D. Cass Court
Juganita Van Court
Dw. Drust
Eudene Smith
Lynn Lane
Brenda Conner
Tom Howard
Virginia A. Ductor
Noylas E. Hill
Quinn & Johnny Jay
Lonna J. Jace
Dora Duke
Michele Ward
Mary Dougherty
Carmel Booth
Sue Henderson
Cheryl Clark
Diana Rice
Dellene Daines
Billy Barnett

Rob Bird
Bill Wynn
John Monow
Ken Lohr
Jorge Ramirez
Randy Blount
Judy Webb
Dean Espinosa
Carmen Gray
Elizabeth
Terri Johnson
Denz Johnson
Alicia Carter
J.D. Carter
Walter Dismore
Mike Dismore
Randus Fulton
Paul Fulton
Jon Armstrong
Maurice Armstrong
Joni Pettitt
Diana Bell

We, the undersigned, support the Christoval Youth Baseball Association in their continuing efforts to provide the youth of south Tom Green County an opportunity to participate in an organized youth baseball program. As part of this effort, we urge Precinct Four Commissioner Richard Easingwood to facilitate a lease between Tom Green County and the Christoval Youth Baseball Association, a Texas 501, C(4) corporation, to include the three baseball fields currently located in Pugh Park, Christoval, Texas.

Jay L. Stewart
 Denise [unclear]
 [unclear]
 [unclear]
 Kim [unclear]
 [unclear]
 Cara Stewart
 Jena Conner
 Amy Sanders
 Ardi Biggerstaff
 Diane Hinkle
 Vicki Sanders ☺
 Peggy Lufank
 [unclear]
 [unclear]
 Tabree Kirkham
 Nancy Lee
 Gary Shuman
 J.K. James
 [unclear]
 Nancy Davis
 Phillip Kennedy

Ron Blylock
 Selma Benson
 Sharon Aguirre
 L. Gilbert Aguirre
 Richard Green
 Will Kessler
 James R. Van Douten
 Ed) James
 Carole Sanders
 Jon C. Duster
 Bob R. Das
 [unclear]
 [unclear]

We, the undersigned, support the Christoval Youth Baseball Association in their continuing efforts to provide the youth of south Tom Green County an opportunity to participate in an organized youth baseball program. As part of this effort, we urge Precinct Four Commissioner Richard Easingwood to facilitate a lease between Tom Green County and the Christoval Youth Baseball Association, a Texas 501, C(4) corporation, to include the three baseball fields currently located in Pugh Park, Christoval, Texas.

Jay [unclear]
[unclear]
Don [unclear]
Ben [unclear]
Don [unclear]
[unclear]
[unclear]
Dennis [unclear]
Phil Swanson
Misty D. Limig
Daniel [unclear]
Mildred [unclear]
Chas L. [unclear]
J. [unclear]
Teresa Aguilar
Jerry [unclear]
[unclear]
Carolyn Elliott
Charli Jones
Janet [unclear]
Robert [unclear]
Ann [unclear]
Terri [unclear]

Katie Bonnett
[unclear]
Kelsey [unclear]
Darin [unclear]
Kelly [unclear]

At a Regular Meeting of the Commissioners' Court of Tom Green County, Texas, held in the Judge Edd B. Keyes Building at San Angelo, Texas, on January 30, 1995, the following were present:

Gary Acevedo, Commissioner Precinct #1
Karl Bookter, Commissioner Precinct #2
Delbert Caffey, Commissioner Precinct #3
Tim Weatherby, Commissioner Precinct #4
Michael D. Brown, County Judge
Judith Hawkins, County Clerk and Ex-Officio Clerk
of the Commissioners' Court

The Court was called to order by County Judge Michael D. Brown.

Motion was made by Commissioner Weatherby, seconded by Commissioner Acevedo to approve the minutes of the January 23, 1995 meeting, as presented. All commissioners voted in favor of the motion. Motion carried.

Local Attorney Mark McLaughlin informed the Court about a study group formed to review and study local government in hopes of gaining some efficiencies from city/county purchases and services while saving taxpayer dollars. The school district has not been included in this study. Mr. McLaughlin named individuals presently serving on the committee and others invited to join. The City Council will also be presented with the same agenda. This is not a committee to force the consolidation of services. Each commissioner expressed endeavor support.

Tom Green County Historical Chairperson Golda Foster presented the 1994 annual report stating volunteer man-hours and dollar-volume. She also pointed out that Tom Green County Historical Commission has again, for the 5th consecutive year, received the Distinguished Service Award from the Texas Historical Commission and is one out of thirty-one counties across the state to receive recognition for their outstanding work. Motion was made by Commissioner Weatherby, seconded by Commissioner Acevedo to accept the report (recorded with these minutes). All commissioners voted in favor of the motion. Motion carried.

Christoval residents Jack Morgan and Curry Jones requested approval for construction of an additional baseball field, relating facts regarding county owned land, used equipment donated from the school, the Christoval Community Chamber of Commerce and volunteer workers. Motion was made by Commissioner Weatherby, seconded by Commissioner Caffey to accept the contributions and approve the construction of the baseball field with county facility maintenance. All commissioners voted in favor of the motion. Motion carried.

Commissioner Weatherby made motion, seconded by Commissioner Acevedo setting Friday, March 17, 1995 as date to accept Comprehensive Annual Report request for information. All commissioners voted in favor of the motion. Motion carried.

Interim Community Supervision and Corrections Director Roy Robb presented the bid quotes for floor covering in James Fisher's office and the reception area. Motion was made by Commissioner Weatherby to award the low bid for Mr. Fisher's office, and the front office contingent upon approval from the Historical Commission. Motion was seconded by Commissioner Acevedo and all commissioners voted in favor of the motion. Motion carried.

Mr. William Collins, representing the Tom Green County Library Board, presented a Resolution concerning preservation of receipts of settlement from Duwain E. Hughes, Jr. estate law suit. Resolution was read by Judge Brown. Commissioner Weatherby suggested that certain language in the resolution be added and made a motion, seconded by Commissioner Bookter to adopt the Resolution with these changes "or other expenditures approved by the Tom Green County Library Board". After some discussion about adding "or improvements of existing Library facilities", Commissioners Weatherby and Bookter amended their motion and second to adopt the Resolution (recorded with these minutes) with the two additions. All commissioners voted in favor of the motion. Motion carried.

TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF
Auditor

November 9, 2001

The Honorable Commissioners' Court
Tom Green County
San Angelo, Texas

Gentlemen:

Attached is the Auditor's report for October, 2001 which consists of The Software Group generated report *Combined Statement of Receipts and Disbursements – All Funds* and added this month is the *Statement of Expenditures – Budget vs. Actual* for General Fund and the Road & Bridge Funds. Also included are the additional statements to detail the General Ledger information. These include: a statement consolidating monthly receipts and disbursements for each fund; a statement summarizing cash, near cash, and investments of each fund; a statement detailing the investment holdings for all funds; a statement detailing the bonded indebtedness of Tom Green County; a statement of cash and securities for jail construction funds; a construction payment schedule; and a statement which shows projected expenditures and funds available for jail construction.

Respectfully submitted,

A handwritten signature in black ink that reads "Stanley P. Liles". The signature is written in a cursive, flowing style.

Stanley P. Liles
County Auditor

Accepted:

Honorable Michael D. Brown
County Judge

112 West Beauregard Avenue, San Angelo, TX 76903-5850 • Phone (915) 659-6521 • Fax (915) 658-6703

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH and SECURITIES - ALL FUNDS
For the Month Ended October 31, 2001

Fund		Cash + CC Clearing	Securities Book Value	MBIA	Funds Mgmt	Total
General Fund	001	\$ 65,145.81	\$ 993,362.07	\$ 592,678.67	\$ 1,684,341.17	\$ 3,335,527.72
Road & Bridge Prcts. 1 & 3	005	4,679.32	-	360,260.25	-	364,939.57
Road & Bridge Prcts. 2 & 4	006	6,990.01	-	406,100.77	-	413,090.78
CHEC-Shannon/ESFI	007	300.00	-	-	-	300.00
Employee Self-Funded Ins.	008	15,794.17	-	-	-	15,794.17
Cafeteria Plan Trust	009	7,817.80	-	-	-	7,817.80
County Law Library	010	863.95	-	24,797.67	56,313.80	81,975.42
Cafeteria/Zesch & Pickett	011	2,500.00	-	-	-	2,500.00
Justice Court Technology Fund	012	2,410.76	-	-	-	2,410.76
Library/Hughes	014	23.56	-	520.45	498,399.76	498,943.77
Library Donations Fund	015	148.13	-	11,701.23	-	11,849.36
Records Mgt/District Clerk	017	499.95	-	12,534.37	-	13,034.32
Courthouse Security/County Crts.	018	3,339.64	-	185,778.96	-	189,118.60
Records Mgt/County Clerk	019	1,766.17	-	23,281.17	-	25,047.34
Library Miscellaneous	020	839.44	-	45,104.10	-	45,943.54
CIP Donations	021	1,522.15	-	-	-	1,522.15
Bates	022	188.80	-	0.97	86,312.36	86,502.13
Cert. of Obligation 1992 - I&S	023	97.96	-	-	46,763.20	46,861.16
Cert. of Obligation 1993 - I&S	024	24.42	-	-	7,155.04	7,179.46
General Land Purchase	025	102.75	-	9,795.56	-	9,898.31
Cert. of Obligation 1993A - I&S	028	347.63	-	-	2,224.79	2,572.42
County Clerk Preservation	030	6,432.00	-	19,401.46	-	25,833.46
Uninsured Motorist Coverage	031	30.05	-	6,778.76	-	6,808.81
Criminal Justice Planning Fund	035	161.05	-	-	-	161.05
Financial Responsibility Fund	036	99.00	-	-	-	99.00
Comp. Rehabilitation Fund	037	80.42	-	-	-	80.42
Wastewater Treatment Fund	038	1,013.82	-	-	-	1,013.82
Cert. of Obligation 1994 - I&S	039	20.43	-	-	14,721.52	14,741.95
L.E.O./L.E.O.S.E.	040	14.50	-	-	-	14.50
Breath Alcohol Testing	041	36.14	-	-	-	36.14
Law Enforcement Mgmt Institute	042	7.27	-	-	-	7.27
Misdemeanor Court Costs	043	32.25	-	-	-	32.25
Gen. Ob. 1994 Refunding Bonds	044	30.50	-	-	75,613.13	75,643.63
County Attorney Fee	045	24,506.91	-	-	-	24,506.91
L.E.O.C.E.	046	19.24	-	-	-	19.24
Juror Donations	047	72.00	-	-	-	72.00
Election Contract Service	048	4,393.06	-	-	-	4,393.06
Judicial Education/County Judge	049	6,863.77	-	-	-	6,863.77
51st District Attorney Fee	050	5,390.99	-	-	-	5,390.99
Lateral Road	051	33,279.77	-	-	-	33,279.77
51st DA Special Forfeiture Acct	052	10,094.51	-	-	-	10,094.51
Cert. of Obligation Series 1995	053	133,671.31	-	1,399,463.35	1,047,439.46	2,580,574.12
Cert. of Obligation 1995 - I & S	054	50.23	-	-	8,769.62	8,819.85
119th District Atty Fee Acct	055	3,283.21	-	-	-	3,283.21
119th DA/DPS Forfeiture Acct	057	2,946.23	-	-	-	2,946.23
119th DA Special Forfeiture Acct	058	10,274.70	-	-	-	10,274.70
Park Donations Fund	059	47.73	-	-	-	47.73
Comp. to Victims of Crime Act	060	2,393.00	-	25,932.02	-	28,325.02
OJP/Local Law Enf Block Grant	061	255.88	-	30,058.42	-	30,314.30
AIC/CHAP Program	062	11,492.41	-	-	-	11,492.41
TAIP, CSCD	063	47,496.65	-	-	-	47,496.65
Diversion Target Program, CCRC	064	7,199.83	-	-	-	7,199.83
Comm. Supervision & Corrections	065	(67,763.68)	-	-	-	(67,763.68)
CRTC	066	126,129.02	-	-	-	126,129.02
Community Corrections Prog.	067	31,502.68	-	-	-	31,502.68

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH and SECURITIES - ALL FUNDS
For the Month Ended October 31, 2001

Fund		Cash + CC Clearing	Securities Book Value	MBIA	Funds Mgmt	Total
Arrest Fees	068	482.99	-	3,756.55	-	4,239.54
Justice Education Fees	070	369.04	-	2,731.88	-	3,100.92
State & Municipal Fees	071	7,143.93	-	14,868.19	-	22,012.12
Consolidated Court Costs	072	2,784.73	-	29,526.09	-	32,310.82
Graffiti Eradication Fund	073	159.35	-	-	-	159.35
Time Payment Fund	074	658.78	-	3,408.86	-	4,067.64
Veterans' Service	075	4,800.02	-	-	-	4,800.02
Employee Enrichment Fund	076	6,287.96	-	-	-	6,287.96
Fugitive Apprehension Fund	077	790.88	-	7,155.02	-	7,945.90
Indigent Legal Services Fund	078	241.52	-	1,070.48	-	1,312.00
Juvenile Crime & Del. Fund	079	594.43	-	-	-	594.43
Bond Fee Fund	080	13,735.50	-	-	-	13,735.50
TCDP/Christoval Water Project	081	334.76	-	-	-	334.76
Judicial Efficiency Fund	082	7,536.84	-	-	-	7,536.84
Juvenile Facility Startup	083	-	-	-	-	-
Post Adjud. Juv. Detention Fac.	084	(9,376.83)	-	-	-	(9,376.83)
TX Juvenile Probation Comm.	085	499,446.00	-	-	-	499,446.00
Juvenile Probation - TGC	086	50,172.85	-	-	-	50,172.85
Juv. Prob. Comm. Corrections	087	47,982.14	-	-	-	47,982.14
Child Trust Account	088	4,290.05	-	-	-	4,290.05
Progressive Sanctions - Coke	089	94,532.23	-	-	-	94,532.23
Progressive Sanctions - Regional	090	64,961.71	-	-	-	64,961.71
Juvenile Probation - Coke	091	2,557.95	-	-	-	2,557.95
Comm. Corrections Assistance	092	62,348.52	-	-	-	62,348.52
Non-Residential Program	093	5,272.00	-	-	-	5,272.00
EFTPS/Payroll Tax Clearing Fund	094	-	-	-	-	-
Payroll Fund	095	281.19	-	-	-	281.19
Court at Law Excess St Splmnt.	096	1,393.42	-	-	-	1,393.42
LEOSE Training Fund-Sheriff	097	658.15	-	5,651.00	-	6,309.15
Child Restraint State Fee Fund	098	320.50	-	-	-	320.50
Cert. of Obligation 1998 - I & S	099	91.57	-	-	79,409.71	79,501.28
Tax Anticipation Notes - I & S	101	37.11	-	-	6,316.99	6,354.10
Constable Prct 1 Leose Trng Fund	102	2,221.98	-	-	-	2,221.98
Constable Prct 2 Leose Trng Fund	103	508.10	-	-	-	508.10
Constable Prct 3 Leose Trng Fund	104	2,677.67	-	-	-	2,677.67
Constable Prct 4 Leose Trng Fund	105	2,655.88	-	-	-	2,655.88
Court Transaction Fee, JP Courts	106	(3,060.99)	-	26,928.34	-	23,867.35
Gates Training Lab Grant	107	391.81	-	-	-	391.81
Gates Public Internet Access Grant	108	3,103.25	-	-	-	3,103.25
TCOMI	109	16,935.70	-	-	-	16,935.70
Juvenile Deferred Processing Fees	110	505.00	-	-	-	505.00
Total All Funds		\$ 1,413,786.99	\$ 993,362.07	\$ 3,249,284.59	\$ 3,613,780.55	\$ 9,270,214.20

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
For the Month Ended October 31, 2001

Fund		Cash, CC, MBIA & Funds Mgmt		Disburse- ments	Cash Flow fm Security	Cash, CC, MBIA & Funds Mgmt	
		10/1/01	Receipts			10/31/01	
General Fund	001	\$ 3,041,212.21	\$ 1,044,067.34	\$ 1,743,113.90	\$ -	\$ 2,342,165.65	
Road & Bridge Prcts. 1 & 3	005	410,250.22	40,646.39	85,957.04	-	364,939.57	
Road & Bridge Prcts. 2 & 4	006	473,256.30	40,230.55	100,396.07	-	413,090.78	
CHEC-Shannon/ESFI	007	428.92	-	128.92	-	300.00	
Employee Self-Funded Ins.	008	26,903.50	5,204.68	16,314.01	-	15,794.17	
Cafeteria Plan Trust	009	5,648.87	4,751.08	2,582.15	-	7,817.80	
County Law Library	010	82,236.09	6,615.00	6,875.67	-	81,975.42	
Cafeteria/Zesch & Pickett	011	2,500.00	-	-	-	2,500.00	
Justice Court Technology Fund	012	627.71	1,783.05	-	-	2,410.76	
Library/Hughes	014	498,943.77	-	-	-	498,943.77	
Library Donations Fund	015	12,004.78	10.95	166.37	-	11,849.36	
Records Mgt/District Clerk	017	12,224.00	810.32	-	-	13,034.32	
Courthouse Security/County Crts.	018	184,302.84	5,793.53	977.77	-	189,118.60	
Records Mgt/County Clerk	019	22,445.67	2,630.72	29.05	-	25,047.34	
Library Miscellaneous	020	45,681.59	3,467.74	3,205.79	-	45,943.54	
CIP Donations	021	1,522.15	-	-	-	1,522.15	
Bates	022	86,502.13	-	-	-	86,502.13	
Cert. of Obligation 1992 - I&S	023	39,406.19	7,454.97	-	-	46,861.16	
Cert. of Obligation 1993 - I&S	024	5,676.18	1,503.28	-	-	7,179.46	
General Land Purchase	025	9,898.31	-	-	-	9,898.31	
Cert. of Obligation 1993A - I&S	028	2,284.67	287.75	-	-	2,572.42	
County Clerk Preservation	030	97,219.06	13,680.60	85,066.20	-	25,833.46	
Uninsured Motorist Coverage	031	6,808.81	-	-	-	6,808.81	
Criminal Justice Planning Fund	035	388.86	46.48	274.29	-	161.05	
Financial Responsibility Fund	036	263.41	96.00	260.41	-	99.00	
Comp. Rehabilitation Fund	037	109.91	50.30	79.79	-	80.42	
Wastewater Treatment Fund	038	703.82	310.00	-	-	1,013.82	
Cert. of Obligation 1994 - I&S	039	12,355.92	2,386.03	-	-	14,741.95	
L.E.O.A./L.E.O.S.E.	040	42.51	7.13	35.14	-	14.50	
Breath Alcohol Testing	041	99.23	-	63.09	-	36.14	
Law Enforcement Mgmt Institute	042	21.81	3.57	18.11	-	7.27	
Misdemeanor Court Costs	043	94.30	18.19	80.24	-	32.25	
Gen. Ob. 1994 Refunding Bonds	044	62,746.72	12,896.91	-	-	75,643.63	
County Attorney Fee	045	23,038.42	6,885.95	5,417.46	-	24,506.91	
L.E.O.C.E.	046	59.88	9.10	49.74	-	19.24	
Juror Donations	047	72.00	-	-	-	72.00	
Election Contract Service	048	5,552.45	-	1,159.39	-	4,393.06	
Judicial Education/County Judge	049	2,490.26	5,090.96	717.45	-	6,863.77	
51st District Attorney Fee	050	5,459.98	-	68.99	-	5,390.99	
Lateral Road	051	665.03	32,614.74	-	-	33,279.77	
51st DA Special Forfeiture Acct	052	10,674.35	-	579.84	-	10,094.51	
Cert. of Obligation Series 1995	053	3,037,603.89	-	457,029.77	-	2,580,574.12	
Cert. of Obligation 1995 - I & S	054	8,122.44	697.41	-	-	8,819.85	
119th District Atty Fee Acct	055	3,352.21	-	69.00	-	3,283.21	
119th DA/DPS Forfeiture Acct	057	2,946.23	-	-	-	2,946.23	
119th DA Special Forfeiture Acct	058	10,854.53	-	579.83	-	10,274.70	
Park Donations Fund	059	47.73	-	-	-	47.73	
Comp. to Victims of Crime Act	060	52,313.48	14,732.39	38,720.85	-	28,325.02	
OJP/local Law Enf Block Grant	061	30,314.30	-	-	-	30,314.30	
AIC/CHAP Program	062	25,082.49	-	13,590.08	-	11,492.41	
TAIP, CSCD	063	69,021.05	-	21,524.40	-	47,496.65	
Diversion Target Program, CCRC	064	12,439.34	-	5,239.51	-	7,199.83	
Comm. Supervision & Corrections	065	106,940.74	1,609.75	176,314.17	-	(67,763.68)	
CRTC	066	222,778.87	9,116.47	105,766.32	-	126,129.02	
Community Corrections Prog.	067	57,311.52	3,315.83	29,124.67	-	31,502.68	

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
For the Month Ended October 31, 2001

Fund		Cash, CC, MBIA & Funds Mgmt		Disburse- ments	Cash Flow fm Security	Cash, CC, MBIA
		10/1/01	Receipts			& Funds Mgmt 10/31/01
Arrest Fees	068	9,262.49	1,983.86	7,006.81	-	4,239.54
Justice Education Fees	070	5,762.78	1,605.77	4,267.63	-	3,100.92
State & Municipal Fees	071	21,460.84	18,231.05	17,679.77	-	22,012.12
Consolidated Court Costs	072	60,145.59	16,569.56	44,404.33	-	32,310.82
Graffiti Eradication Fund	073	99.35	60.00	-	-	159.35
Time Payment Fund	074	3,724.06	4,179.22	3,835.64	-	4,067.64
Veterans' Service	075	4,850.48	263.08	313.54	-	4,800.02
Employee Enrichment Fund	076	4,141.62	2,216.34	70.00	-	6,287.96
Fugitive Apprehension Fund	077	14,639.37	4,132.51	10,825.98	-	7,945.90
Indigent Legal Services Fund	078	4,407.00	1,537.00	4,632.00	-	1,312.00
Juvenile Crime & Delinquency Fund	079	817.36	318.12	541.05	-	594.43
Bond Fee Fund	080	15,128.97	1,144.37	2,537.84	-	13,735.50
TCDP/Christoval Water Project	081	90.97	243.79	-	-	334.76
Judicial Efficiency Fund	082	7,867.07	382.01	712.24	-	7,536.84
Juvenile Facility Startup	083	-	-	-	-	-
Post Adjud. Juv. Detention Fac.	084	61,680.34	13,522.35	84,579.52	-	(9,376.83)
TX Juvenile Probation Comm.	085	386,914.97	122,413.36	9,882.33	-	499,446.00
Juvenile Probation - TGC	086	26,063.50	72,182.85	48,073.50	-	50,172.85
Juv. Prob. Comm. Corrections	087	107,540.93	31,052.97	90,611.76	-	47,982.14
Child Trust Account	088	2,833.05	1,457.00	-	-	4,290.05
Progressive Sanctions - Coke	089	92,357.82	5,833.00	3,658.59	-	94,532.23
Progressive Sanctions - Regional	090	65,051.67	31,025.00	31,114.96	-	64,961.71
Juvenile Probation - Coke	091	(4,993.14)	20,388.80	12,837.71	-	2,557.95
Comm. Corrections Assistance	092	59,483.61	9,889.00	7,024.09	-	62,348.52
Non-Residential Program	093	5,649.45	-	377.45	-	5,272.00
EFTPS/Payroll Tax Clearing Fund	094	-	-	-	-	-
Payroll Fund	095	666.40	944.79	1,330.00	-	281.19
Court at Law Excess St Splmnt.	096	82.67	1,310.75	-	-	1,393.42
LEOSE Training Fund-Sheriff	097	6,221.15	88.00	-	-	6,309.15
Child Restraint State Fee Fund	098	206.00	320.50	206.00	-	320.50
Cert. of Obligation 1998 - I & S	099	62,429.00	17,072.28	-	-	79,501.28
Tax Anticipation Notes - I & S	101	4,739.36	1,614.74	-	-	6,354.10
Constable Prct 1 Leose Trng Fund	102	2,221.98	-	-	-	2,221.98
Constable Prct 2 Leose Trng Fund	103	508.10	-	-	-	508.10
Constable Prct 3 Leose Trng Fund	104	2,677.67	-	-	-	2,677.67
Constable Prct 4 Leose Trng Fund	105	2,655.88	-	-	-	2,655.88
Court Transaction Fee, JP Courts	106	26,728.47	1,243.38	4,104.50	-	23,867.35
Gates Training Lab Grant	107	391.81	-	-	-	391.81
Gates Public Internet Access Grant	108	3,103.25	-	-	-	3,103.25
TCOMI	109	27,813.28	-	10,877.58	-	16,935.70
Juvenile Deferred Processing Fees	110	-	505.00	-	-	505.00
Total All Funds		\$ 9,927,376.82	\$ 1,652,555.61	\$ 3,303,080.30	\$ -	\$ 8,276,852.13

<NOTE> 10/1/01 balance includes interest not reflected in the 9/30/01 balance of the SEP01 Report.

**TOM GREEN COUNTY
INVESTMENT HOLDINGS
as of October 31, 2001**

Monthly Activity

Book Value balance as of October 1, 2001	\$ 993,362.07 ✱
FY02 Investment Accretion	
Investments Purchased (T-bills and short-term notes)	-
Investments Matured and Redeemed (T-bills and short-term notes)	
Book Value balance as of October 31, 2001	\$ 993,362.07

FUND	Book Value 10/31/01	Market Value 10/31/01	Gain/(Loss): Net Effect of Mkt Value and Accrued Interest	Change in Market Value SEP->OCT	Monthly Interest Received	Interest Earned to Date	Accrued Interest Earned
001; General							
91282 75A6 treas; 5.164%	\$ 993,362.07	\$ 1,047,500.00	\$ 54,137.93	\$ 7,187.50	\$ -	\$ 120,295.77	\$ 9,938.86
TOTAL	\$ 993,362.07	\$ 1,047,500.00	\$ 54,137.93	\$ 7,187.50	\$ -	\$ 120,295.77	\$ 9,938.86

<NOTE> Interest Earned to Date reflects the Accrued Interest paid at purchase + any Interest Received to date + Accretion to date.

~~✱~~ Includes FY99 - FY01 investment accretion.

**TOM GREEN COUNTY
BONDED INDEBTEDNESS
as of October 31, 2001**

Monthly Activity	
Bonded Indebtedness balance as of October 1, 2001	\$ 21,250,000.00
Proceeds from Contractual Obligations	-
Proceeds from Bond Refunding Debt Issue	-
Bonded Indebtedness Principal Paydown	-
Bonded Indebtedness balance as of October 31, 2001	\$ 21,250,000.00

FUND	Original Indebtedness	Prior Year Principal Payments	FY02 Total Debt Cost To Date	Indebtedness as of 10/31/01
023; 92 Certificate of Obligation	\$9,000,000.00	\$8,600,000.00	\$0.00	\$400,000.00
024; 93 Certificate of Obligation	1,500,000.00	1,350,000.00	-	150,000.00
028; 93A Certificate of Obligation	790,000.00	775,000.00	-	15,000.00
039; 94 Certificate of Obligation	2,600,000.00	2,125,000.00	-	475,000.00
044; 94 General Obligation Refunding	3,840,000.00	3,145,000.00	-	695,000.00
054; 95 Certificate of Obligation	8,000,000.00	7,700,000.00	-	300,000.00
099; 98 General Obligation Refunding	18,885,000.00	-	-	18,885,000.00
101; Tax Anticipation Notes	475,000.00	145,000.00	-	330,000.00
Grand Total	\$45,090,000.00	\$23,840,000.00	\$0.00	\$21,250,000.00

TOM GREEN COUNTY
JAIL FUNDS AVAILABLE FOR CONSTRUCTION
as of October 31, 2001

Jail Construction Funds

<u>Fund</u>	<u>Fund #</u>	<u>Checking</u>	<u>MBIA</u>	<u>Funds Mgmt</u>	<u>Funds Available for Jail</u>
95 Certificate	053	\$ 133,671.31	\$ 1,399,463.35	\$ 1,047,439.46	\$ 2,580,574.12
Jail Fund Totals		\$ 133,671.31	\$ 1,399,463.35	\$ 1,047,439.46	\$ 2,580,574.12

**TOM GREEN COUNTY
CONSTRUCTION PAYMENT SCHEDULE
October 31, 2001**

	Month	Projected Jail Construction Expenditures	Projected Juv. Det. Expansion Expenditures	Actual Monthly Interest	Projected Funds Available for Construction
FY 2001	Oct	\$ 207,988.62	\$ -	\$ 30,502.37	\$ 5,730,360.59
	Nov	256,354.10	25,000.00	30,239.06	5,479,245.55
	Dec	211,001.62	-	57,997.88	5,351,241.81
	Jan	300,496.97	-	437.37	5,051,182.21
	Feb	246,990.96	-	27,406.44	4,831,597.69
	Mar	346,805.26	-	21,539.51	4,506,331.94
	Apr	127,116.70	-	20,881.39	4,400,096.63
	May	350,095.46	-	18,053.82	4,068,054.99
	Jun	124,930.90	-	16,592.97	3,959,717.06
	Jul	397,552.70	-	13,157.32	3,575,321.68
	Aug	325,132.81	-	12,086.00	3,262,274.87
	Sep	243,391.97	-	10,223.71	3,029,106.61
FY 2002	Oct	457,014.44	-	8,481.95	2,580,574.12
	Nov	626,309.05	-	-	1,954,265.07
	Dec	1,043,848.41	-	-	910,416.66
	Jan	417,539.36	-	-	492,877.30

This schedule summarizes projected expenditures for jail and juvenile detention construction projects. It also estimates the total of all funds available for these projects as of the end of each month listed.

TOM GREEN COUNTY
JAIL CONSTRUCTION PROJECTED EXPENDITURES AND FUNDS AVAILABILITY
as of October 31, 2001

Funds Available as of October 31, 2001	\$ 2,580,574.12
Estimated Remaining Expenditures:	
Phase I Construction	\$ (182,219.54)
Phase II Construction	1,118,036.88
Phase III Plumbing	120,000.00
Furniture and Fixtures for Jail & Courtrooms	107,475.22
Architects and Construction Managers	(58,548.79)
Courtrooms in Detention Facility (Including Architect Fees)	902,860.37
Plumbing Rehabilitation	0.00
Property Acquisitions	(141.00)
Dr. Rountree's Parking Lot	0.00
Juvenile Justice Expansion (Roof)	0.00
Contingency	80,233.68

Total Estimated Expenditures	<u>(2,087,696.82)</u>
Total Projected Available Funds	<u><u>\$ 492,877.30</u></u>

<NOTE> The remaining Juvenile Justice Roof allocation was added to contingency. 65,000.00 of Contingency was moved to Furniture & Fixtures. 12,607.00 of Dr. Roundtree's Parking Lot was moved to Phase II construction, the remaining 25,000.00 was moved to Phase I (it has been paid to Reece Albert).

This schedule summarizes projected expenditures for jail and juvenile detention construction projects. It also projects the total of all funds available for these projects. Expenditure amounts were estimated based upon a schedule received from Judge Mike Brown, as well as discussions with Judge Brown. Per Judge Brown, his schedule was completed based on discussions with George Morris of Templeton Construction.

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
GENERAL FUND				
001-000-1010 - CASH	\$ 83,412.37	\$ 1,724,547.34	\$ 1,743,113.90	\$ 64,845.81
001-000-1318 - CREDIT CARD CLEARING	-4,220.00	4,520.00		300.00
001-000-1512 - SECURITIES	993,362.07			993,362.07
001-000-1515 - MBIA	1,277,678.67		685,000.00	592,678.67
001-000-1516 - FUNDS MANAGEMENT	1,684,341.17			1,684,341.17
Total GENERAL FUND	\$ 4,034,574.28	\$ 1,729,067.34	\$ 2,428,113.90	\$ 3,335,527.72
BENEFIT PLANNERS/ESFI				
004-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total BENEFIT PLANNERS/ESFI	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ROAD & BRIDGE PRECINCT 1 & 3				
005-000-1010 - CASH	\$ 3,989.97	\$ 86,646.39	\$ 85,957.04	\$ 4,679.32
005-000-1515 - MBIA	406,260.25		46,000.00	360,260.25
005-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 1 & 3	\$ 410,250.22	\$ 86,646.39	\$ 131,957.04	\$ 364,939.57
ROAD & BRIDGE PRECINCT 2 & 4				
006-000-1010 - CASH	\$ 4,345.53	\$ 103,040.55	\$ 100,396.07	\$ 6,990.01
006-000-1515 - MBIA	468,910.77		62,810.00	406,100.77
006-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 2 & 4	\$ 473,256.30	\$ 103,040.55	\$ 163,206.07	\$ 413,090.78
CHEC_SHANNON/ESFI				
007-000-1010 - CASH	\$ 428.92	\$	\$ 128.92	\$ 300.00
Total CHEC_SHANNON/ESFI	\$ 428.92	\$ 0.00	\$ 128.92	\$ 300.00
EMPLOYEE SELF FUNDED INSURANCE				
008-000-1010 - CASH	\$ 26,903.50	\$ 5,204.68	\$ 16,314.01	\$ 15,794.17
Total EMPLOYEE SELF FUNDED INSURANCE	\$ 26,903.50	\$ 5,204.68	\$ 16,314.01	\$ 15,794.17
CAFETERIA PLAN TRUST				
009-000-1010 - CASH	\$ 5,648.87	\$ 4,751.08	\$ 2,582.15	\$ 7,817.80
Total CAFETERIA PLAN TRUST	\$ 5,648.87	\$ 4,751.08	\$ 2,582.15	\$ 7,817.80
COUNTY LAW LIBRARY				
010-000-1010 - CASH	\$ 1,624.62	\$ 9,115.00	\$ 9,875.67	\$ 863.95
010-000-1515 - MBIA	24,297.67	3,000.00	2,500.00	24,797.67
010-000-1516 - FUNDS MANAGEMENT	56,313.80			56,313.80
Total COUNTY LAW LIBRARY	\$ 82,236.09	\$ 12,115.00	\$ 12,375.67	\$ 81,975.42
CAFETERIA/ZP				
011-000-1010 - CASH	\$ 2,500.00	\$ 2,431.46	\$ 2,431.46	\$ 2,500.00

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total CAFETERIA/ZP	\$ 2,500.00	\$ 2,431.46	\$ 2,431.46	\$ 2,500.00
JUSTICE COURT TECHNOLOGY FUND				
012-000-1010 - CASH	\$ 627.71	\$ 1,783.05	\$	\$ 2,410.76
Total JUSTICE COURT TECHNOLOGY FUND	\$ 627.71	\$ 1,783.05	\$ 0.00	\$ 2,410.76
LIBRARY/HUGHES SETTLEMENT				
014-000-1010 - CASH	\$ 23.56	\$	\$	\$ 23.56
014-000-1515 - MBIA	520.45			520.45
014-000-1516 - FUNDS MANAGEMENT	498,399.76			498,399.76
Total LIBRARY/HUGHES SETTLEMENT	\$ 498,943.77	\$ 0.00	\$ 0.00	\$ 498,943.77
LIBRARY DONATIONS FUND				
015-000-1010 - CASH	\$ 303.55	\$ 10.95	\$ 166.37	\$ 148.13
015-000-1515 - MBIA	11,701.23			11,701.23
Total LIBRARY DONATIONS FUND	\$ 12,004.78	\$ 10.95	\$ 166.37	\$ 11,849.36
COURTHOUSE SECURITY/DISTRICT COURTS				
016-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total COURTHOUSE SECURITY/DISTRICT COURTS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
RECORDS MGT/DISTRICT COURTS				
017-000-1010 - CASH	\$ 989.63	\$ 810.32	\$ 1,300.00	\$ 499.95
017-000-1515 - MBIA	11,234.37	1,300.00		12,534.37
Total RECORDS MGT/DISTRICT COURTS	\$ 12,224.00	\$ 2,110.32	\$ 1,300.00	\$ 13,034.32
COURTHOUSE SECURITY				
018-000-1010 - CASH	\$ 3,223.88	\$ 5,793.53	\$ 5,677.77	\$ 3,339.64
018-000-1515 - MBIA	181,078.96	4,700.00		185,778.96
Total COURTHOUSE SECURITY	\$ 184,302.84	\$ 10,493.53	\$ 5,677.77	\$ 189,118.60
RECORDS MANAGEMENT/CO CLERK				
019-000-1010 - CASH	\$ 1,464.50	\$ 2,630.72	\$ 2,329.05	\$ 1,766.17
019-000-1515 - MBIA	20,981.17	2,300.00		23,281.17
Total RECORDS MANAGEMENT/CO CLERK	\$ 22,445.67	\$ 4,930.72	\$ 2,329.05	\$ 25,047.34
LIBRARY MISCELLANEOUS FUND				
020-000-1010 - CASH	\$ 377.49	\$ 4,767.74	\$ 4,305.79	\$ 839.44
020-000-1515 - MBIA	45,304.10	1,100.00	1,300.00	45,104.10
Total LIBRARY MISCELLANEOUS FUND	\$ 45,681.59	\$ 5,867.74	\$ 5,605.79	\$ 45,943.54
CIP DONATIONS				
021-000-1010 - CASH	\$ 1,522.15	\$	\$	\$ 1,522.15

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total CIP DONATIONS	\$ 1,522.15	\$ 0.00	\$ 0.00	\$ 1,522.15
TGC BATES FUND				
022-000-1010 - CASH	\$ 188.80	\$	\$	\$ 188.80
022-000-1515 - MBIA	0.97			0.97
022-000-1516 - FUNDS MANAGEMENT	86,312.36			86,312.36
Total TGC BATES FUND	\$ 86,502.13	\$ 0.00	\$ 0.00	\$ 86,502.13
CERT OBLIG SERIES/1992/I & S				
023-000-1010 - CASH	\$ 442.99	\$ 7,454.97	\$ 7,800.00	\$ 97.96
023-000-1516 - FUNDS MANAGEMENT	38,963.20	7,800.00		46,763.20
Total CERT OBLIG SERIES/1992/I & S	\$ 39,406.19	\$ 15,254.97	\$ 7,800.00	\$ 46,861.16
CERT OBLIG SERIES/1993/I & S				
024-000-1010 - CASH	\$ 121.14	\$ 1,503.28	\$ 1,600.00	\$ 24.42
024-000-1516 - FUNDS MANAGEMENT	5,555.04	1,600.00		7,155.04
Total CERT OBLIG SERIES/1993/I & S	\$ 5,676.18	\$ 3,103.28	\$ 1,600.00	\$ 7,179.46
GENERAL LAND PURCHASE FUND				
025-000-1010 - CASH	\$ 102.75	\$	\$	\$ 102.75
025-000-1515 - MBIA	9,795.56			9,795.56
Total GENERAL LAND PURCHASE FUND	\$ 9,898.31	\$ 0.00	\$ 0.00	\$ 9,898.31
GEN OBLIG BOND/1994/CONSTRUCTION FUND				
026-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total GEN OBLIG BOND/1994/CONSTRUCTION FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
DISASTER RELEIF GRANT/TCDP				
027-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total DISASTER RELEIF GRANT/TCDP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CERT OBLIG SERIES/1993A				
028-000-1010 - CASH	\$ 159.88	\$ 287.75	\$ 100.00	\$ 347.63
028-000-1516 - FUNDS MANAGEMENT	2,124.79	100.00		2,224.79
Total CERT OBLIG SERIES/1993A	\$ 2,284.67	\$ 387.75	\$ 100.00	\$ 2,572.42
CERT OBLIG SERIES/1993/CONSTRUCTION				
029-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total CERT OBLIG SERIES/1993/CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
COUNTY CLERK PRESERVATION				
030-000-1010 - CASH	\$ 4,517.60	\$ 94,780.60	\$ 92,866.20	\$ 6,432.00
030-000-1515 - MBIA	92,701.46	7,800.00	81,100.00	19,401.46

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total COUNTY CLERK PRESERVATION	\$ 97,219.06	\$ 102,580.60	\$ 173,966.20	\$ 25,833.46
UNINSURED MOTORIST COVERAGE				
031-000-1010 - CASH	\$ 30.05	\$	\$	\$ 30.05
031-000-1515 - MBIA	6,778.76			6,778.76
Total UNINSURED MOTORIST COVERAGE	\$ 6,808.81	\$ 0.00	\$ 0.00	\$ 6,808.81
BOND,WARRANT/FEE, & CIVIL				
032-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total BOND,WARRANT/FEE, & CIVIL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CERT OBLIG SERIES/1992/CONSTRUCTION				
034-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total CERT OBLIG SERIES/1992/CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CRIMINAL JUSTICE PLANNING FUND				
035-000-1010 - CASH	\$ 388.86	\$ 46.48	\$ 274.29	\$ 161.05
Total CRIMINAL JUSTICE PLANNING FUND	\$ 388.86	\$ 46.48	\$ 274.29	\$ 161.05
FINANCIAL RESPONSIBILITY				
036-000-1010 - CASH	\$ 263.41	\$ 96.00	\$ 260.41	\$ 99.00
Total FINANCIAL RESPONSIBILITY	\$ 263.41	\$ 96.00	\$ 260.41	\$ 99.00
COMPREHENSIVE REHABILITATION				
037-000-1010 - CASH	\$ 109.91	\$ 50.30	\$ 79.79	\$ 80.42
Total COMPREHENSIVE REHABILITATION	\$ 109.91	\$ 50.30	\$ 79.79	\$ 80.42
WASTEWATER TREATMENT				
038-000-1010 - CASH	\$ 703.82	\$ 310.00	\$	\$ 1,013.82
Total WASTEWATER TREATMENT	\$ 703.82	\$ 310.00	\$ 0.00	\$ 1,013.82
CERT OF OBLIGATION/1994/I & S				
039-000-1010 - CASH	\$ 134.40	\$ 2,386.03	\$ 2,500.00	\$ 20.43
039-000-1516 - FUNDS MANAGEMENT	12,221.52	2,500.00		14,721.52
Total CERT OF OBLIGATION/1994/I & S	\$ 12,355.92	\$ 4,886.03	\$ 2,500.00	\$ 14,741.95
L.E.O.A.				
040-000-1010 - CASH	\$ 42.51	\$ 7.13	\$ 35.14	\$ 14.50
Total L.E.O.A.	\$ 42.51	\$ 7.13	\$ 35.14	\$ 14.50
BREATH ALCOHOL TESTING				
041-000-1010 - CASH	\$ 99.23	\$	\$ 63.09	\$ 36.14

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total BREATH ALCOHOL TESTING	\$ 99.23	\$ 0.00	\$ 63.09	\$ 36.14
LAW ENFORCEMENT MANAGEMENT				
042-000-1010 - CASH	\$ 21.81	\$ 3.57	\$ 18.11	\$ 7.27
Total LAW ENFORCEMENT MANAGEMENT	\$ 21.81	\$ 3.57	\$ 18.11	\$ 7.27
MISDEMEANOR COURT COSTS				
043-000-1010 - CASH	\$ 94.30	\$ 18.19	\$ 80.24	\$ 32.25
Total MISDEMEANOR COURT COSTS	\$ 94.30	\$ 18.19	\$ 80.24	\$ 32.25
GENERAL OBLIGATION REFUNDING BONDS/1994/I & S				
044-000-1010 - CASH	\$ 933.59	\$ 12,896.91	\$ 13,800.00	\$ 30.50
044-000-1516 - FUNDS MANAGEMENT	61,813.13	13,800.00		75,613.13
Total GENERAL OBLIGATION REFUNDING BONDS/1994/I & S	\$ 62,746.72	\$ 26,696.91	\$ 13,800.00	\$ 75,643.63
COUNTY ATTORNEY FEE ACCOUNT				
045-000-1010 - CASH	\$ 23,038.42	\$ 6,885.95	\$ 5,417.46	\$ 24,506.91
Total COUNTY ATTORNEY FEE ACCOUNT	\$ 23,038.42	\$ 6,885.95	\$ 5,417.46	\$ 24,506.91
L.E.O.C.E.				
046-000-1010 - CASH	\$ 59.88	\$ 9.10	\$ 49.74	\$ 19.24
Total L.E.O.C.E.	\$ 59.88	\$ 9.10	\$ 49.74	\$ 19.24
JUROR DONATIONS				
047-000-1010 - CASH	\$ 72.00	\$	\$	\$ 72.00
Total JUROR DONATIONS	\$ 72.00	\$ 0.00	\$ 0.00	\$ 72.00
ELECTION CONTRACT SERVICE				
048-000-1010 - CASH	\$ 5,552.45	\$	\$ 1,159.39	\$ 4,393.06
Total ELECTION CONTRACT SERVICE	\$ 5,552.45	\$ 0.00	\$ 1,159.39	\$ 4,393.06
JUDICIAL EDUCATION/COUNTY JUDGE				
049-000-1010 - CASH	\$ 2,490.26	\$ 5,090.96	\$ 717.45	\$ 6,863.77
Total JUDICIAL EDUCATION/COUNTY JUDGE	\$ 2,490.26	\$ 5,090.96	\$ 717.45	\$ 6,863.77
51ST DISTRICT ATTORNEY FEE				
050-000-1010 - CASH	\$ 5,459.98	\$	\$ 68.99	\$ 5,390.99
Total 51ST DISTRICT ATTORNEY FEE	\$ 5,459.98	\$ 0.00	\$ 68.99	\$ 5,390.99
LATERAL ROAD FUND				
051-000-1010 - CASH	\$ 665.03	\$ 32,614.74	\$	\$ 33,279.77

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total LATERAL ROAD FUND	\$ 665.03	\$ 32,614.74	\$ 0.00	\$ 33,279.77
51ST DA SPC FORFEITURE ACCT				
052-000-1010 - CASH	\$ 10,674.35	\$	\$ 579.84	\$ 10,094.51
Total 51ST DA SPC FORFEITURE ACCT	\$ 10,674.35	\$ 0.00	\$ 579.84	\$ 10,094.51
CERT OBLIG SERIES/1995				
053-000-1010 - CASH	\$ 40,701.08	\$ 550,000.00	\$ 457,029.77	\$ 133,671.31
053-000-1512 - SECURITIES	0.00			0.00
053-000-1515 - MBIA	1,949,463.35		550,000.00	1,399,463.35
053-000-1516 - FUNDS MANAGEMENT	1,047,439.46			1,047,439.46
Total CERT OBLIG SERIES/1995	\$ 3,037,603.89	\$ 550,000.00	\$ 1,007,029.77	\$ 2,580,574.12
CERT OBLIG SERIES/1995/I & S				
054-000-1010 - CASH	\$ 52.82	\$ 697.41	\$ 700.00	\$ 50.23
054-000-1516 - FUNDS MANAGEMENT	8,069.62	700.00		8,769.62
Total CERT OBLIG SERIES/1995/I & S	\$ 8,122.44	\$ 1,397.41	\$ 700.00	\$ 8,819.85
119TH DISTRICT ATTORNEY FEE				
055-000-1010 - CASH	\$ 3,352.21	\$	\$ 69.00	\$ 3,283.21
Total 119TH DISTRICT ATTORNEY FEE	\$ 3,352.21	\$ 0.00	\$ 69.00	\$ 3,283.21
RANCHER'S LAMB				
056-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total RANCHER'S LAMB	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
119TH DA/DPS FORFEITURE ACCT				
057-000-1010 - CASH	\$ 2,946.23	\$	\$	\$ 2,946.23
Total 119TH DA/DPS FORFEITURE ACCT	\$ 2,946.23	\$ 0.00	\$ 0.00	\$ 2,946.23
119TH DA/SPC FORFEITURE ACCT				
058-000-1010 - CASH	\$ 10,854.53	\$	\$ 579.83	\$ 10,274.70
Total 119TH DA/SPC FORFEITURE ACCT	\$ 10,854.53	\$ 0.00	\$ 579.83	\$ 10,274.70
PARK DONATIONS FUND				
059-000-1010 - CASH	\$ 47.73	\$	\$	\$ 47.73
Total PARK DONATIONS FUND	\$ 47.73	\$ 0.00	\$ 0.00	\$ 47.73
C.V.C.A.				
060-000-1010 - CASH	\$ 14,781.46	\$ 44,332.39	\$ 56,720.85	\$ 2,393.00
060-000-1515 - MBIA	37,532.02	18,000.00	29,600.00	25,932.02

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total C.V.C.A.	\$ 52,313.48	\$ 62,332.39	\$ 86,320.85	\$ 28,325.02
OJP/LOCAL LAW ENFORCEMENT BLOCK GRANT				
061-000-1010 - CASH	\$ 28,255.88	\$	\$ 28,000.00	\$ 255.88
061-000-1515 - MBIA	2,058.42	28,000.00		30,058.42
Total OJP/LOCAL LAW ENFORCEMENT BLOCK GRANT	\$ 30,314.30	\$ 28,000.00	\$ 28,000.00	\$ 30,314.30
AIC/CHAP PROGRAM				
062-000-1010 - CASH	\$ 25,082.49	\$	\$ 13,590.08	\$ 11,492.41
Total AIC/CHAP PROGRAM	\$ 25,082.49	\$ 0.00	\$ 13,590.08	\$ 11,492.41
TAIP GRANT/CSCD				
063-000-1010 - CASH	\$ 69,021.05	\$	\$ 21,524.40	\$ 47,496.65
Total TAIP GRANT/CSCD	\$ 69,021.05	\$ 0.00	\$ 21,524.40	\$ 47,496.65
DIVERSION TARGET PROGRAM				
064-000-1010 - CASH	\$ 12,439.34	\$	\$ 5,239.51	\$ 7,199.83
Total DIVERSION TARGET PROGRAM	\$ 12,439.34	\$ 0.00	\$ 5,239.51	\$ 7,199.83
COMMUNITY SUPERVISION & CORRECTIONS				
065-000-1010 - CASH	\$ 106,940.74	\$ 1,609.75	\$ 176,314.17	\$ -67,763.68
Total COMMUNITY SUPERVISION & CORRECTIONS	\$ 106,940.74	\$ 1,609.75	\$ 176,314.17	\$ -67,763.68
COURT RESIDENTIAL TREATMENT				
066-000-1010 - CASH	\$ 222,778.87	\$ 9,116.47	\$ 105,766.32	\$ 126,129.02
Total COURT RESIDENTIAL TREATMENT	\$ 222,778.87	\$ 9,116.47	\$ 105,766.32	\$ 126,129.02
COMMUNITY CORRECTIONS PROGRAM				
067-000-1010 - CASH	\$ 57,311.52	\$ 3,315.83	\$ 29,124.67	\$ 31,502.68
Total COMMUNITY CORRECTIONS PROGRAM	\$ 57,311.52	\$ 3,315.83	\$ 29,124.67	\$ 31,502.68
ARREST FEES ACCOUNT				
068-000-1010 - CASH	\$ 2,505.94	\$ 7,783.86	\$ 9,806.81	\$ 482.99
068-000-1515 - MBIA	6,756.55	2,800.00	5,800.00	3,756.55
Total ARREST FEES ACCOUNT	\$ 9,262.49	\$ 10,583.86	\$ 15,606.81	\$ 4,239.54
TRAFFIC LAW FAILURE TO APPEAR FUND				
069-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TRAFFIC LAW FAILURE TO APPEAR FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUSTICE EDUCATION FEES				
070-000-1010 - CASH	\$ 1,630.90	\$ 4,905.77	\$ 6,167.63	\$ 369.04

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
070-000-1515 - MBIA	4,131.88	1,900.00	3,300.00	2,731.88
Total JUSTICE EDUCATION FEES	\$ 5,762.78	\$ 6,805.77	\$ 9,467.63	\$ 3,100.92
STATE & MUNICIPAL FEES				
071-000-1010 - CASH	\$ 2,392.65	\$ 26,231.05	\$ 21,479.77	\$ 7,143.93
071-000-1515 - MBIA	19,068.19	3,800.00	8,000.00	14,868.19
Total STATE & MUNICIPAL FEES	\$ 21,460.84	\$ 30,031.05	\$ 29,479.77	\$ 22,012.12
CONSOLIDATED COURT COSTS				
072-000-1010 - CASH	\$ 17,119.50	\$ 50,069.56	\$ 64,404.33	\$ 2,784.73
072-000-1515 - MBIA	43,026.09	20,000.00	33,500.00	29,526.09
Total CONSOLIDATED COURT COSTS	\$ 60,145.59	\$ 70,069.56	\$ 97,904.33	\$ 32,310.82
GRAFFITI ERADICATION FUND				
073-000-1010 - CASH	\$ 99.35	\$ 60.00	\$	\$ 159.35
Total GRAFFITI ERADICATION FUND	\$ 99.35	\$ 60.00	\$ 0.00	\$ 159.35
TIME PAYMENT FUND				
074-000-1010 - CASH	\$ 2,715.20	\$ 5,679.22	\$ 7,735.64	\$ 658.78
074-000-1515 - MBIA	1,008.86	3,900.00	1,500.00	3,408.86
Total TIME PAYMENT FUND	\$ 3,724.06	\$ 9,579.22	\$ 9,235.64	\$ 4,067.64
VETERAN'S SERVICE FUND				
075-000-1010 - CASH	\$ 4,850.48	\$ 263.08	\$ 313.54	\$ 4,800.02
Total VETERAN'S SERVICE FUND	\$ 4,850.48	\$ 263.08	\$ 313.54	\$ 4,800.02
EMPLOYEE ENRICHMENT FUND				
076-000-1010 - CASH	\$ 4,141.62	\$ 2,216.34	\$ 70.00	\$ 6,287.96
Total EMPLOYEE ENRICHMENT FUND	\$ 4,141.62	\$ 2,216.34	\$ 70.00	\$ 6,287.96
FUGITIVE APPREHENSION FUND				
077-000-1010 - CASH	\$ 4,184.35	\$ 12,432.51	\$ 15,825.98	\$ 790.88
077-000-1515 - MBIA	10,455.02	5,000.00	8,300.00	7,155.02
Total FUGITIVE APPREHENSION FUND	\$ 14,639.37	\$ 17,432.51	\$ 24,125.98	\$ 7,945.90
INDIGENT LEGAL SERVICES FUND				
078-000-1010 - CASH	\$ 1,336.52	\$ 5,337.00	\$ 6,432.00	\$ 241.52
078-000-1515 - MBIA	3,070.48	1,800.00	3,800.00	1,070.48
Total INDIGENT LEGAL SERVICES FUND	\$ 4,407.00	\$ 7,137.00	\$ 10,232.00	\$ 1,312.00
JUVENILE CRIME & DELINQUENCY FUND				
079-000-1010 - CASH	\$ 817.36	\$ 318.12	\$ 541.05	\$ 594.43
079-000-1515 - MBIA	0.00			0.00

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions October 01, 2001 - October 31, 2001

11:29:28 08 NOV 2001

The Software Group, Inc.

Page 9

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total JUVENILE CRIME & DELINQUENCY FUND	\$ 817.36	\$ 318.12	\$ 541.05	\$ 594.43
BOND FEE FUND				
080-000-1010 - CASH	\$ 15,128.97	\$ 1,144.37	\$ 2,537.84	\$ 13,735.50
Total BOND FEE FUND	\$ 15,128.97	\$ 1,144.37	\$ 2,537.84	\$ 13,735.50
CORRECTIONAL MANAGEMENT INSTITUTE				
081-000-1010 - CASH	\$ 90.97	\$ 243.79	\$	\$ 334.76
Total CORRECTIONAL MANAGEMENT INSTITUTE	\$ 90.97	\$ 243.79	\$ 0.00	\$ 334.76
JUDICIAL EFFICIENCY				
082-000-1010 - CASH	\$ 7,867.07	\$ 382.01	\$ 712.24	\$ 7,536.84
Total JUDICIAL EFFICIENCY	\$ 7,867.07	\$ 382.01	\$ 712.24	\$ 7,536.84
JUVENILE FACILITY				
083-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total JUVENILE FACILITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUV DETENTION FACILITY				
084-000-1010 - CASH	\$ 61,680.34	\$ 13,522.35	\$ 84,579.52	\$ -9,376.83
Total JUV DETENTION FACILITY	\$ 61,680.34	\$ 13,522.35	\$ 84,579.52	\$ -9,376.83
TX JUV PROBATION COMM				
085-000-1010 - CASH	\$ 386,914.97	\$ 122,413.36	\$ 9,882.33	\$ 499,446.00
Total TX JUV PROBATION COMM	\$ 386,914.97	\$ 122,413.36	\$ 9,882.33	\$ 499,446.00
JUVENILE PROBATION/TGC				
086-000-1010 - CASH	\$ 26,063.50	\$ 72,182.85	\$ 48,073.50	\$ 50,172.85
Total JUVENILE PROBATION/TGC	\$ 26,063.50	\$ 72,182.85	\$ 48,073.50	\$ 50,172.85
JUV PROBATION DISCRETIONARY FUND				
087-000-1010 - CASH	\$ 107,540.93	\$ 31,052.97	\$ 90,611.76	\$ 47,982.14
Total JUV PROBATION DISCRETIONARY FUND	\$ 107,540.93	\$ 31,052.97	\$ 90,611.76	\$ 47,982.14
CHILD TRUST ACCOUNT				
088-000-1010 - CASH	\$ 2,833.05	\$ 1,457.00	\$	\$ 4,290.05
Total CHILD TRUST ACCOUNT	\$ 2,833.05	\$ 1,457.00	\$ 0.00	\$ 4,290.05
IN_HOME FAMILY PRESERVATION SVCS				
089-000-1010 - CASH	\$ 92,357.82	\$ 5,833.00	\$ 3,658.59	\$ 94,532.23

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total IN_HOME FAMILY PRESERVATION SVCS	\$ 92,357.82	\$ 5,833.00	\$ 3,658.59	\$ 94,532.23
POST ADJ JUVENILE FACILITY				
090-000-1010 - CASH	\$ 65,051.67	\$ 31,025.00	\$ 31,114.96	\$ 64,961.71
Total POST ADJ JUVENILE FACILITY	\$ 65,051.67	\$ 31,025.00	\$ 31,114.96	\$ 64,961.71
DIST JUVENILE PROBATION/COKE				
091-000-1010 - CASH	\$ -4,993.14	\$ 20,388.80	\$ 12,837.71	\$ 2,557.95
Total DIST JUVENILE PROBATION/COKE	\$ -4,993.14	\$ 20,388.80	\$ 12,837.71	\$ 2,557.95
COMMUNITY CORRECTIONS ASSIST				
092-000-1010 - CASH	\$ 59,483.61	\$ 9,889.00	\$ 7,024.09	\$ 62,348.52
Total COMMUNITY CORRECTIONS ASSIST	\$ 59,483.61	\$ 9,889.00	\$ 7,024.09	\$ 62,348.52
NON RESIDENTIAL PROGRAM				
093-000-1010 - CASH	\$ 5,649.45	\$	\$ 377.45	\$ 5,272.00
Total NON RESIDENTIAL PROGRAM	\$ 5,649.45	\$ 0.00	\$ 377.45	\$ 5,272.00
EFTPS/PAYROLL TAX CLEARING				
094-000-1010 - CASH	\$ 0.00	\$ 296,545.23	\$ 296,545.23	\$ 0.00
Total EFTPS/PAYROLL TAX CLEARING	\$ 0.00	\$ 296,545.23	\$ 296,545.23	\$ 0.00
PAYROLL FUND				
095-000-1010 - CASH	\$ 666.40	\$ 1,506,446.98	\$ 1,506,832.19	\$ 281.19
Total PAYROLL FUND	\$ 666.40	\$ 1,506,446.98	\$ 1,506,832.19	\$ 281.19
COURT AT LAW_EXCESS STATE SUPPLEMENT				
096-000-1010 - CASH	\$ 82.67	\$ 1,310.75	\$	\$ 1,393.42
Total COURT AT LAW_EXCESS STATE SUPPLEMENT	\$ 82.67	\$ 1,310.75	\$ 0.00	\$ 1,393.42
LEOSE TRAINING FUND				
097-000-1010 - CASH	\$ 570.15	\$ 88.00	\$	\$ 658.15
097-000-1515 - MBIA	5,651.00			5,651.00
Total LEOSE TRAINING FUND	\$ 6,221.15	\$ 88.00	\$ 0.00	\$ 6,309.15
CHILD RESTRAINT STATE FEE FUND				
098-000-1010 - CASH	\$ 206.00	\$ 320.50	\$ 206.00	\$ 320.50
Total CHILD RESTRAINT STATE FEE FUND	\$ 206.00	\$ 320.50	\$ 206.00	\$ 320.50
CERT OF OBLIGATION/1998/I & S				
099-000-1010 - CASH	\$ 1,419.29	\$ 17,072.28	\$ 18,400.00	\$ 91.57
099-000-1516 - FUNDS MANAGEMENT	61,009.71	18,400.00		79,409.71

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total CERT OF OBLIGATION/1998/I & S	\$ 62,429.00	\$ 35,472.28	\$ 18,400.00	\$ 79,501.28
TAX ANTICIPATION NOTES				
100-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TAX ANTICIPATION NOTES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TAX ANTICIPATION NOTE/1998/I & S				
101-000-1010 - CASH	\$ 222.37	\$ 1,614.74	\$ 1,800.00	\$ 37.11
101-000-1516 - FUNDS MANAGEMENT	4,516.99	1,800.00		6,316.99
Total TAX ANTICIPATION NOTE/1998/I & S	\$ 4,739.36	\$ 3,414.74	\$ 1,800.00	\$ 6,354.10
CONSTABLE PRCT 1 LEOSE TRAINING FUND				
102-000-1010 - CASH	\$ 2,221.98	\$	\$	\$ 2,221.98
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$ 2,221.98	\$ 0.00	\$ 0.00	\$ 2,221.98
CONSTABLE PRCT 2 LEOSE TRAINING FUND				
103-000-1010 - CASH	\$ 508.10	\$	\$	\$ 508.10
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$ 508.10	\$ 0.00	\$ 0.00	\$ 508.10
CONSTABLE PRCT 3 LEOSE TRAINING FUND				
104-000-1010 - CASH	\$ 2,677.67	\$	\$	\$ 2,677.67
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$ 2,677.67	\$ 0.00	\$ 0.00	\$ 2,677.67
CONSTABLE PRCT 4 LEOSE TRAINING FUND				
105-000-1010 - CASH	\$ 2,655.88	\$	\$	\$ 2,655.88
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$ 2,655.88	\$ 0.00	\$ 0.00	\$ 2,655.88
COURT TRANSACTION FEE FUND, JUSTICE COURTS				
106-000-1010 - CASH	\$ 2,600.13	\$ 1,243.38	\$ 6,904.50	\$ -3,060.99
106-000-1515 - MBIA	24,128.34	2,800.00		26,928.34
Total COURT TRANSACTION FEE FUND, JUSTICE COURTS	\$ 26,728.47	\$ 4,043.38	\$ 6,904.50	\$ 23,867.35
GATES TRAINING LAB GRANT				
107-000-1010 - CASH	\$ 391.81	\$	\$	\$ 391.81
Total GATES TRAINING LAB GRANT	\$ 391.81	\$ 0.00	\$ 0.00	\$ 391.81
GATES PUBLIC INTERNET ACCESS GRANT				
108-000-1010 - CASH	\$ 3,103.25	\$	\$	\$ 3,103.25
Total GATES PUBLIC INTERNET ACCESS GRANT	\$ 3,103.25	\$ 0.00	\$ 0.00	\$ 3,103.25
TCOM1				
109-000-1010 - CASH	\$ 27,813.28	\$	\$ 10,877.58	\$ 16,935.70

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
Total TCOMI	\$ 27,813.28	\$ 0.00	\$ 10,877.58	\$ 16,935.70
JUVENILE DEFERRED PROCESSING FEES				
110-000-1010 - CASH	\$ 0.00	\$ 505.00	\$	\$ 505.00
Total JUVENILE DEFERRED PROCESSING FEES	\$ 0.00	\$ 505.00	\$ 0.00	\$ 505.00
TOTALS - ALL FUNDS	\$ 10,920,738.89	\$ 5,134,444.49	\$ 6,784,969.18	\$ 9,270,214.20

001 - GENERAL FUND - COMMISSIONERS COURT

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Ud
001-0101 SALARY/ELECTED OFFIC	116,104	116,104	9,675.36	9,675.36	0.00	9,675.36	106,428.64	8
001-0103 SALARY/ASSISTANTS	40,874	40,874	3,406.12	3,406.12	0.00	3,406.12	37,467.88	8
001-0201 FICA/MEDICARE	14,054	14,054	1,134.94	1,134.94	0.00	1,134.94	12,919.06	8
001-0202 GROUP HOSPITAL INSUR	15,000	15,000	1,168.83	1,168.83	0.00	1,168.83	13,831.17	8
001-0203 RETIREMENT	13,865	13,865	1,181.88	1,181.88	0.00	1,181.88	12,683.12	9
001-0301 OFFICE SUPPLIES	850	850	117.61	117.61	175.01	292.62	557.38	34
001-0388 CELLULAR PHONE/PAGER	650	650	0.00	0.00	0.00	0.00	650.00	0
001-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
001-0405 DUES & SUBSCRIPTIONS	200	200	0.00	0.00	0.00	0.00	200.00	0
001-0427 AUTO ALLOWANCE	26,730	26,730	2,227.50	2,227.50	0.00	2,227.50	24,502.50	8
001-0428 TRAVEL & TRAINING	7,200	7,200	1,984.30	1,984.30	200.00	2,184.30	5,015.70	30
001-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COMMISSIONERS COURT	235,527	235,527	20,896.54	20,896.54	375.01	21,271.55	214,255.45	9

001 - GENERAL FUND - PURCHASING

002-0105 SALARY/EMPLOYEES	30,183	30,183	2,515.20	2,515.20	0.00	2,515.20	27,667.80	8
002-0109 SALARY/SUPERVISOR	26,879	26,879	2,130.66	2,130.66	0.00	2,130.66	24,748.34	8
002-0201 FICA/MEDICARE	4,365	4,365	355.40	355.40	0.00	355.40	4,009.60	8
002-0202 GROUP HOSPITAL INSUR	10,800	10,800	1,154.44	1,154.44	0.00	1,154.44	9,645.56	11
002-0203 RETIREMENT	4,307	4,307	358.66	358.66	0.00	358.66	3,948.34	8
002-0301 OFFICE SUPPLIES	400	400	10.31	10.31	0.00	10.31	389.69	3
002-0335 AUTO REPAIR, FUEL, E	700	700	0.00	0.00	0.00	0.00	700.00	0
002-0388 CELLULAR PHONE/PAGER	315	315	33.00	33.00	0.00	33.00	282.00	10
002-0391 UNIFORMS	360	360	18.60	18.60	0.00	18.60	341.40	5
002-0405 DUES & SUBSCRIPTIONS	465	465	0.00	0.00	0.00	0.00	465.00	0
002-0428 TRAVEL & TRAINING	800	800	0.00	0.00	200.00	200.00	600.00	25
002-0429 IN/COUNTY TRAVEL	240	240	0.00	0.00	0.00	0.00	240.00	0
002-0435 BOOKS	30	30	0.00	0.00	0.00	0.00	30.00	0
002-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL PURCHASING	79,844	79,844	6,576.27	6,576.27	200.00	6,776.27	73,067.73	8

001 - GENERAL FUND - COUNTY CLERK

003-0101 SALARY/ELECTED OFFIC	42,968	42,968	3,580.66	3,580.66	0.00	3,580.66	39,387.34	8
003-0105 SALARY/EMPLOYEES	320,453	320,453	26,735.66	26,735.66	0.00	26,735.66	293,717.34	8
003-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
003-0109 SALARY/SUPERVISOR	24,934	24,934	2,078.14	2,078.14	0.00	2,078.14	22,855.86	8
003-0201 FICA/MEDICARE	29,734	29,734	2,441.50	2,441.50	0.00	2,441.50	27,292.50	8
003-0202 GROUP HOSPITAL INSUR	73,800	73,800	4,490.27	4,490.27	0.00	4,490.27	69,309.73	6
003-0203 RETIREMENT	29,336	29,336	2,502.98	2,502.98	0.00	2,502.98	26,833.02	9
003-0301 OFFICE SUPPLIES	30,000	30,000	6,973.67	6,973.67	1,074.71	8,048.38	21,951.62	27
003-0385 INTERNET SERVICE	120	120	0.00	0.00	0.00	0.00	120.00	0
003-0403 BOND PREMIUMS	3,500	3,500	0.00	0.00	0.00	0.00	3,500.00	0
003-0405 DUES & SUBSCRIPTIONS	589	589	0.00	0.00	0.00	0.00	589.00	0
003-0427 AUTO ALLOWANCE	330	330	27.50	27.50	0.00	27.50	302.50	8
003-0428 TRAVEL & TRAINING	2,500	2,500	472.75	472.75	0.00	472.75	2,027.25	19

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - COUNTY CLERK

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
003-0436 MICROFILMING	8,000	8,000	2,208.17	2,208.17	0.00	2,208.17	5,791.83	28	
003-0442 BIRTH CERTIFICATES	14,000	14,000	592.92	592.92	0.00	592.92	13,407.08	4	
003-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
003-0475 EQUIPMENT	6,500	6,500	373.60	373.60	0.00	373.60	6,126.40	6	
003-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL COUNTY CLERK	586,764	586,764	52,477.82	52,477.82	1,074.71	53,552.53	533,211.47	9	

001 - GENERAL FUND - VETERAN'S SERVICE

005-0102 SALARY/APPOINTED OFF	25,553	25,553	2,078.14	2,078.14	0.00	2,078.14	23,474.86	8	
005-0105 SALARY/EMPLOYEES	19,627	19,627	1,584.34	1,584.34	0.00	1,584.34	18,042.66	8	
005-0201 FICA/MEDICARE	3,517	3,517	284.44	284.44	0.00	284.44	3,232.56	8	
005-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8	
005-0203 RETIREMENT	3,470	3,470	287.84	287.84	0.00	287.84	3,182.16	8	
005-0301 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	500.00	0	
005-0335 AUTO REPAIR, FUEL, E	500	500	0.00	0.00	0.00	0.00	500.00	0	
005-0388 CELLULAR PHONE/PAGER	220	220	0.00	0.00	0.00	0.00	220.00	0	
005-0427 AUTO ALLOWANCE	792	792	66.00	66.00	0.00	66.00	726.00	8	
005-0428 TRAVEL & TRAINING	900	900	53.40	53.40	0.00	53.40	846.60	6	
005-0469 SOFTWARE EXPENSE	150	150	0.00	0.00	0.00	0.00	150.00	0	
TOTAL VETERAN'S SERVICE	62,429	62,429	4,931.38	4,931.38	0.00	4,931.38	57,497.62	8	

001 - GENERAL FUND - COURT COLLECTIONS

006-0105 SALARY/EMPLOYEES	27,662	27,662	2,303.58	2,303.58	0.00	2,303.58	25,358.42	8	
006-0109 SALARY/SUPERVISOR	19,013	19,013	1,584.34	1,584.34	0.00	1,584.34	17,428.66	8	
006-0201 FICA/MEDICARE	3,571	3,571	297.43	297.43	0.00	297.43	3,273.57	8	
006-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8	
006-0203 RETIREMENT	3,522	3,522	300.15	300.15	0.00	300.15	3,221.85	9	
006-0301 OFFICE SUPPLIES	1,500	1,500	43.15	43.15	0.00	43.15	1,456.85	3	
006-0335 AUTO REPAIR, FUEL, E	0	0	0.00	0.00	0.00	0.00	0.00	***	
006-0405 DUES & SUBSCRIPTIONS	250	250	0.00	0.00	0.00	0.00	250.00	0	
006-0428 TRAVEL & TRAINING	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	
006-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
006-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL COURT COLLECTIONS	67,318	67,318	5,394.48	5,394.48	0.00	5,394.48	61,923.52	8	

001 - GENERAL FUND - PERSONNEL

007-0105 SALARY/EMPLOYEES	32,074	32,074	2,672.80	2,672.80	0.00	2,672.80	29,401.20	8	
007-0109 SALARY/SUPERVISOR	29,653	29,653	2,471.08	2,471.08	0.00	2,471.08	27,181.92	8	
007-0201 FICA/MEDICARE	4,722	4,722	391.52	391.52	0.00	391.52	4,330.48	8	
007-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8	
007-0203 RETIREMENT	4,659	4,659	397.10	397.10	0.00	397.10	4,261.90	9	
007-0301 OFFICE SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	

001 - GENERAL FUND - PERSONNEL

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
007-0306 EDUCATION MATERIALS	700	700	0.00	0.00	0.00	0.00	700.00	0
007-0405 DUES & SUBSCRIPTIONS	200	200	0.00	0.00	0.00	0.00	200.00	0
007-0428 TRAVEL & TRAINING	750	750	0.00	0.00	0.00	0.00	750.00	0
007-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL PERSONNEL	84,558	84,558	6,798.33	6,798.33	0.00	6,798.33	77,759.67	8

001 - GENERAL FUND - INFORMATION TECHNOLOGY

008-0105 SALARY/EMPLOYEES	53,304	53,304	4,442.04	4,442.04	0.00	4,442.04	48,861.96	8
008-0108 SALARY/PARTTIME	22,786	22,786	2,146.55	2,146.55	0.00	2,146.55	20,639.45	9
008-0109 SALARY/SUPERVISOR	38,500	38,500	3,208.34	3,208.34	0.00	3,208.34	35,291.66	8
008-0201 FICA/MEDICARE	8,766	8,766	733.78	733.78	0.00	733.78	8,032.22	8
008-0202 GROUP HOSPITAL INSUR	14,400	14,400	1,154.44	1,154.44	0.00	1,154.44	13,245.56	8
008-0203 RETIREMENT	8,649	8,649	756.31	756.31	0.00	756.31	7,892.69	9
008-0301 OFFICE SUPPLIES	1,450	1,450	50.63	50.63	0.00	50.63	1,399.37	3
008-0309 COMPUTER HARDWARE	25,660	25,660	1,324.99	1,324.99	1,386.58	2,711.57	22,948.43	11
008-0388 CELLULAR PHONE/PAGER	650	650	79.10	79.10	0.00	79.10	570.90	12
008-0405 DUES & SUBSCRIPTIONS	250	250	0.00	0.00	0.00	0.00	250.00	0
008-0428 TRAVEL & TRAINING	6,000	6,000	0.00	0.00	0.00	0.00	6,000.00	0
008-0429 IN/COUNTY TRAVEL	500	500	0.00	0.00	0.00	0.00	500.00	0
008-0445 SOFTWARE CONTRACTS	172,068	172,068	39,012.50	39,012.50	0.00	39,012.50	133,055.50	23
008-0449 HARDWARE CONTRACTS	3,400	3,400	796.80	796.80	0.00	796.80	2,603.20	23
008-0469 SOFTWARE EXPENSE	27,450	27,450	2,145.00	2,145.00	6,765.00	8,910.00	18,540.00	32
008-0470 CAPITALIZED EQUIPMEN	20,150	20,150	0.00	0.00	0.00	0.00	20,150.00	0
008-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
008-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	0.00	0.00	0.00	***
008-0514 SPECIAL PROJECTS	50,000	50,000	0.00	0.00	0.00	0.00	50,000.00	0
008-0678 CONTRACT SERVICES	13,900	13,900	3,475.00	3,475.00	0.00	3,475.00	10,425.00	25
TOTAL INFORMATION TECHNOLOGY	467,883	467,883	59,325.48	59,325.48	8,151.58	67,477.06	400,405.94	14

001 - GENERAL FUND - NON DEPARTMENTAL

009-0204 WORKERS COMPENSATION	104,957	104,957	0.00	0.00	0.00	0.00	104,957.00	0
009-0205 UNEMPLOYMENT INSURAN	13,254	13,254	5,708.50	5,708.50	0.00	5,708.50	7,545.50	43
009-0216 HEALTH INSURANCE RUN	200,000	200,000	0.00	0.00	0.00	0.00	200,000.00	0
009-0301 OFFICE SUPPLIES	5,000	5,000	725.95	725.95	1,357.46	2,083.41	2,916.59	42
009-0302 COPIER SUPPLIES/LEAS	30,000	30,000	89.05	89.05	696.67	785.72	29,214.28	3
009-0347 PORTS TO PLAINS COAL	10,624	10,624	0.00	0.00	0.00	0.00	10,624.00	0
009-0348 COURTHOUSE PRESERVAT	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0358 SAFETY	1,500	1,500	210.00	210.00	0.00	210.00	1,290.00	14
009-0386 MEETINGS & CONFERENC	500	500	0.00	0.00	0.00	0.00	500.00	0
009-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0391 UNIFORMS	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0401 APPRAISAL DISTRICT	294,899	294,899	21,157.00	21,157.00	0.00	21,157.00	273,742.00	7
009-0402 LIABILITY INSURANCE	250,000	250,000	164,432.00	164,432.00	0.00	164,432.00	85,568.00	66
009-0404 RECORDS MANAGEMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0405 DUES & SUBSCRIPTIONS	1,250	1,250	0.00	0.00	0.00	0.00	1,250.00	0

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - NON DEPARTMENTAL

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%Jd
009-0407 LEGAL REPRESENTATION	60,000	60,000	-28,800.00	-28,800.00	0.00	-28,800.00	88,800.00	-48
009-0408 INDEPENDENT AUDIT	46,000	46,000	0.00	0.00	0.00	0.00	46,000.00	0
009-0412 AUTOPSIES	25,000	25,000	0.00	0.00	0.00	0.00	25,000.00	0
009-0419 CENSUS 2000	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0420 TELEPHONE	80,000	80,000	1,184.67	1,184.67	140.00	1,324.67	78,675.33	2
009-0421 POSTAGE	85,000	85,000	9,964.91	9,964.91	0.00	9,964.91	75,035.09	12
009-0424 ECONOMIC DEVELOPMENT	20,000	20,000	0.00	0.00	0.00	0.00	20,000.00	0
009-0430 PUBLIC NOTICES/POSTI	9,600	9,600	54.58	54.58	66.39	120.97	9,479.03	1
009-0431 EMPLOYEE MEDICAL	6,000	6,000	100.00	100.00	0.00	100.00	5,900.00	2
009-0435 BOOKS	6,500	6,500	0.00	0.00	0.00	0.00	6,500.00	0
009-0444 BANK SVC CHARGES	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0450 OFFICE MACHINE MAINT	10,000	10,000	0.00	0.00	57.50	57.50	9,942.50	1
009-0459 COPY MACHINE RENTAL	42,752	42,752	498.00	498.00	1,460.59	1,958.59	40,793.41	5
009-0468 RURAL TRANSPORTATION	14,408	14,408	0.00	0.00	0.00	0.00	14,408.00	0
009-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0471 COG DUES	5,201	5,201	0.00	0.00	0.00	0.00	5,201.00	0
009-0475 EQUIPMENT	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
009-0480 TX ASSOCIATION OF CO	1,765	1,765	0.00	0.00	0.00	0.00	1,765.00	0
009-0495 TEXAS HISTORICAL COM	3,500	3,500	0.00	0.00	0.00	0.00	3,500.00	0
009-0508 WATER CONSERVATION	3,000	3,000	0.00	0.00	0.00	0.00	3,000.00	0
009-0527 EPA STORM WATER COAL	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0544 CREDIT CARD SERVICE	0	0	30.00	30.00	0.00	30.00	-30.00	***
009-0551 SALES TAX DEBT PAYME	39,600	39,600	3,300.00	3,300.00	0.00	3,300.00	36,300.00	8
009-0675 PROFESSIONAL FEES	12,000	12,000	-9,287.30	-9,287.30	185.94	-9,101.36	21,101.36	-76
009-0801 ADMINISTRATIVE FEE	5,500	5,500	0.00	0.00	0.00	0.00	5,500.00	0
TOTAL NON DEPARTMENTAL	1,390,310	1,390,310	169,367.36	169,367.36	3,964.55	173,331.91	1,216,978.09	12

001 - GENERAL FUND - RECORDS MANAGEMENT

010-0102 SALARY/APPOINTED OFF	3,600	3,600	300.00	300.00	0.00	300.00	3,300.00	8
010-0201 FICA/MEDICARE	275	275	22.96	22.96	0.00	22.96	252.04	8
010-0202 GROUP HOSPITAL INSUR	0	0	0.00	0.00	0.00	0.00	0.00	***
010-0203 RETIREMENT	272	272	23.16	23.16	0.00	23.16	248.84	9
010-0301 OFFICE SUPPLIES	200	200	0.00	0.00	0.00	0.00	200.00	0
010-0428 TRAVEL & TRAINING	500	500	0.00	0.00	0.00	0.00	500.00	0
TOTAL RECORDS MANAGEMENT	4,847	4,847	346.12	346.12	0.00	346.12	4,500.88	7

001 - GENERAL FUND - COUNTY JUDGE

011-0101 SALARY/ELECTED OFFIC	50,825	50,825	4,235.42	4,235.42	0.00	4,235.42	46,589.58	8
011-0105 SALARY/EMPLOYEES	26,909	26,909	2,242.46	2,242.46	0.00	2,242.46	24,666.54	8
011-0125 JUVENILE BOARD	1,200	1,200	100.00	100.00	0.00	100.00	1,100.00	8
011-0132 SALARY/STATE SUPPLEM	10,000	10,000	833.34	833.34	0.00	833.34	9,166.66	8
011-0201 FICA/MEDICARE	7,309	7,309	570.82	570.82	0.00	570.82	6,738.18	8
011-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
011-0203 RETIREMENT	7,210	7,210	614.60	614.60	0.00	614.60	6,595.40	9
011-0301 OFFICE SUPPLIES	900	900	0.00	0.00	0.00	0.00	900.00	0

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - COUNTY JUDGE

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
011-0388 CELLULAR PHONE/PAGER	500	500	0.00	0.00	0.00	0.00	500.00	0	
011-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
011-0405 DUES & SUBSCRIPTIONS	250	250	0.00	0.00	0.00	0.00	250.00	0	
011-0427 AUTO ALLOWANCE	6,600	6,600	550.00	550.00	0.00	550.00	6,050.00	8	
011-0428 TRAVEL AND TRAINING	1,500	1,500	710.70	710.70	0.00	710.70	789.30	47	
011-0435 BOOKS	600	600	0.00	0.00	0.00	0.00	600.00	0	
011-0496 NOTARY BOND	0	0	71.00	71.00	0.00	71.00	-71.00	***	
TOTAL COUNTY JUDGE	121,003	121,003	10,505.56	10,505.56	0.00	10,505.56	110,497.44	9	

001 - GENERAL FUND - DISTRICT COURT

012-0101 SALARY/ELECTED OFFIC	28,733	28,733	2,394.44	2,394.44	0.00	2,394.44	26,338.56	8	
012-0102 SALARY/APPOINTED OFF	245,109	245,109	20,425.58	20,425.58	0.00	20,425.58	224,683.42	8	
012-0108 SALARY/PARTTIME	4,548	4,548	369.74	369.74	0.00	369.74	4,178.26	8	
012-0110 SALARY/COURT REPORTE	213,767	213,767	17,783.84	17,783.84	0.00	17,783.84	195,983.16	8	
012-0118 SALARY/PARTTIME COUR	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0	
012-0125 JUVENILE BOARD	4,800	4,800	400.00	400.00	0.00	400.00	4,400.00	8	
012-0201 FICA/MEDICARE	38,017	38,017	3,060.15	3,060.15	0.00	3,060.15	34,956.85	8	
012-0202 GROUP HOSPITAL INSUR	51,600	51,600	4,074.14	4,074.14	0.00	4,074.14	47,525.86	8	
012-0203 RETIREMENT	37,508	37,508	2,977.08	2,977.08	0.00	2,977.08	34,530.92	8	
012-0301 OFFICE SUPPLIES	7,000	7,000	171.82	171.82	0.00	171.82	6,828.18	2	
012-0395 BAILIFF UNIFORMS	0	0	0.00	0.00	289.65	289.65	-289.65	***	
012-0402 LIABILITY INSURANCE	7,340	7,340	0.00	0.00	0.00	0.00	7,340.00	0	
012-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
012-0405 DUES & SUBSCRIPTIONS	1,200	1,200	139.00	139.00	0.00	139.00	1,061.00	12	
012-0410 ASSESSED ADMINISTRAT	9,361	9,361	0.00	0.00	0.00	0.00	9,361.00	0	
012-0411 REPORTING SERVICE	20,000	20,000	115.00	115.00	0.00	115.00	19,885.00	1	
012-0428 TRAVEL & TRAINING	7,000	7,000	957.60	957.60	0.00	957.60	6,042.40	14	
012-0435 BOOKS	8,500	8,500	-1,020.69	-1,020.69	0.00	-1,020.69	9,520.69	-12	
012-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
012-0475 EQUIPMENT	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0	
TOTAL DISTRICT COURT	690,983	690,983	51,847.70	51,847.70	289.65	52,137.35	638,845.65	8	

001 - GENERAL FUND - DISTRICT ATTORNEY

013-0101 SALARY/ELECTED OFFIC	12,915	12,915	1,076.22	1,076.22	0.00	1,076.22	11,838.78	8	
013-0103 SALARY/ASSISTANTS	230,668	230,668	18,807.30	18,807.30	0.00	18,807.30	211,860.70	8	
013-0105 SALARY/EMPLOYEES	198,187	198,187	16,504.59	16,504.59	0.00	16,504.59	181,682.41	8	
013-0108 SALARY/PARTTIME	13,325	13,325	1,162.24	1,162.24	0.00	1,162.24	12,162.76	9	
013-0201 FICA/MEDICARE	34,343	34,343	2,767.91	2,767.91	0.00	2,767.91	31,575.09	8	
013-0202 GROUP HOSPITAL INSUR	50,400	50,400	3,751.93	3,751.93	0.00	3,751.93	46,648.07	7	
013-0203 RETIREMENT	34,348	34,348	2,898.88	2,898.88	0.00	2,898.88	31,449.12	8	
013-0301 OFFICE SUPPLIES	5,000	5,000	233.00	233.00	80.48	313.48	4,686.52	6	
013-0335 AUTO REPAIR, FUEL, E	500	500	0.00	0.00	0.00	0.00	500.00	0	
013-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
013-0435 BOOKS	6,500	6,500	1,142.44	1,142.44	0.00	1,142.44	5,357.56	18	

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - DISTRICT ATTORNEY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
TOTAL DISTRICT ATTORNEY	586,186	586,186	48,344.51	48,344.51	80.48	48,424.99	537,761.01	8

001 - GENERAL FUND - DISTRICT CLERK

014-0101 SALARY/ELECTED OFFIC	44,062	44,062	3,671.84	3,671.84	0.00	3,671.84	40,390.16	8
014-0105 SALARY/EMPLOYEES	175,548	175,548	14,628.94	14,628.94	0.00	14,628.94	160,919.06	8
014-0108 SALARY/PARTTIME	11,871	11,871	1,104.00	1,104.00	0.00	1,104.00	10,767.00	9
014-0109 SALARY/SUPERVISOR	51,212	51,212	4,267.64	4,267.64	0.00	4,267.64	46,944.36	8
014-0201 FICA/MEDICARE	21,651	21,651	1,758.97	1,758.97	0.00	1,758.97	19,892.03	8
014-0202 GROUP HOSPITAL INSUR	46,800	46,800	3,751.93	3,751.93	0.00	3,751.93	43,048.07	8
014-0203 RETIREMENT	21,361	21,361	1,744.41	1,744.41	0.00	1,744.41	19,616.59	8
014-0301 OFFICE SUPPLIES	22,340	22,340	64.92	64.92	89.00	153.92	22,186.08	1
014-0405 DUES & SUBSCRIPTIONS	120	120	0.00	0.00	0.00	0.00	120.00	0
014-0427 AUTO ALLOWANCE	330	330	27.50	27.50	0.00	27.50	302.50	8
014-0428 TRAVEL & TRAINING	1,650	1,650	85.00	85.00	0.00	85.00	1,565.00	5
014-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
014-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
014-0514 SPECIAL PROJECTS	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
TOTAL DISTRICT CLERK	397,945	397,945	31,105.15	31,105.15	89.00	31,194.15	366,750.85	8

001 - GENERAL FUND - JUSTICE OF THE PEACE 1

015-0101 SALARY/ELECTED OFFIC	29,815	29,815	2,484.58	2,484.58	0.00	2,484.58	27,330.42	8
015-0105 SALARY/EMPLOYEES	33,663	33,663	2,805.18	2,805.18	0.00	2,805.18	30,857.82	8
015-0201 FICA/MEDICARE	5,172	5,172	430.96	430.96	0.00	430.96	4,741.04	8
015-0202 GROUP HOSPITAL INSUR	10,800	10,800	809.07	809.07	0.00	809.07	9,990.93	7
015-0203 RETIREMENT	5,102	5,102	434.90	434.90	0.00	434.90	4,667.10	9
015-0301 OFFICE SUPPLIES	2,000	2,000	249.20	249.20	346.05	595.25	1,404.75	30
015-0388 CELLULAR PHONE/PAGER	250	250	0.00	0.00	0.00	0.00	250.00	0
015-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
015-0427 AUTO ALLOWANCE	4,125	4,125	343.76	343.76	0.00	343.76	3,781.24	8
015-0428 TRAVEL & TRAINING	1,100	1,100	0.00	0.00	0.00	0.00	1,100.00	0
015-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL JUSTICE OF THE PEACE 1	92,027	92,027	7,557.65	7,557.65	346.05	7,903.70	84,123.30	9

001 - GENERAL FUND - JUSTICE OF THE PEACE 2

016-0101 SALARY/ELECTED OFFIC	31,097	31,097	2,591.42	2,591.42	0.00	2,591.42	28,505.58	8
016-0105 SALARY/EMPLOYEES	33,712	33,712	2,809.38	2,809.38	0.00	2,809.38	30,902.62	8
016-0201 FICA/MEDICARE	5,273	5,273	412.76	412.76	0.00	412.76	4,860.24	8
016-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8
016-0203 RETIREMENT	5,203	5,203	443.50	443.50	0.00	443.50	4,759.50	9
016-0301 OFFICE SUPPLIES	1,800	1,800	171.53	171.53	0.00	171.53	1,628.47	10
016-0388 CELLULAR PHONE/PAGER	250	250	0.00	0.00	0.00	0.00	250.00	0
016-0427 AUTO ALLOWANCE	4,125	4,125	343.76	343.76	0.00	343.76	3,781.24	8

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - JUSTICE OF THE PEACE 2

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
016-0428 TRAVEL & TRAINING	1,900	1,900	103.73	103.73	0.00	103.73	1,796.27	5	
TOTAL JUSTICE OF THE PEACE 2	94,160	94,160	7,741.91	7,741.91	0.00	7,741.91	86,418.09	8	

001 - GENERAL FUND - JUSTICE OF THE PEACE 3

017-0101 SALARY/ELECTED OFFIC	29,815	29,815	2,484.58	2,484.58	0.00	2,484.58	27,330.42	8	
017-0105 SALARY/EMPLOYEES	35,755	35,755	2,979.58	2,979.58	0.00	2,979.58	32,775.42	8	
017-0201 FICA/MEDICARE	5,332	5,332	419.33	419.33	0.00	419.33	4,912.67	8	
017-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8	
017-0203 RETIREMENT	5,260	5,260	448.38	448.38	0.00	448.38	4,811.62	9	
017-0301 OFFICE SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	
017-0388 CELLULAR PHONE/PAGER	250	250	0.00	0.00	0.00	0.00	250.00	0	
017-0427 AUTO ALLOWANCE	4,125	4,125	343.76	343.76	0.00	343.76	3,781.24	8	
017-0428 TRAVEL & TRAINING	1,100	1,100	0.00	0.00	0.00	0.00	1,100.00	0	
017-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL JUSTICE OF THE PEACE 3	93,437	93,437	7,541.46	7,541.46	0.00	7,541.46	85,895.54	8	

001 - GENERAL FUND - JUSTICE OF THE PEACE 4

018-0101 SALARY/ELECTED OFFIC	29,815	29,815	2,484.58	2,484.58	0.00	2,484.58	27,330.42	8	
018-0105 SALARY/EMPLOYEES	21,509	21,509	1,792.36	1,792.36	0.00	1,792.36	19,716.64	8	
018-0108 SALARY/PARTTIME	7,995	7,995	790.50	790.50	0.00	790.50	7,204.50	10	
018-0201 FICA/MEDICARE	4,854	4,854	409.17	409.17	0.00	409.17	4,444.83	8	
018-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8	
018-0203 RETIREMENT	4,788	4,788	417.74	417.74	0.00	417.74	4,370.26	9	
018-0301 OFFICE SUPPLIES	1,200	1,200	43.79	43.79	60.00	103.79	1,096.21	9	
018-0388 CELLULAR PHONE/PAGER	250	250	0.00	0.00	0.00	0.00	250.00	0	
018-0427 AUTO ALLOWANCE	4,125	4,125	343.76	343.76	0.00	343.76	3,781.24	8	
018-0428 TRAVEL & TRAINING	1,100	1,100	0.00	0.00	0.00	0.00	1,100.00	0	
018-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL JUSTICE OF THE PEACE 4	82,836	82,836	6,859.12	6,859.12	60.00	6,919.12	75,916.88	8	

001 - GENERAL FUND - DISTRICT COURTS

019-0413 COURT APPOINTED ATTO	475,000	475,000	32,075.00	32,075.00	0.00	32,075.00	442,925.00	7	
019-0414 JURORS	45,000	45,000	2,693.00	2,693.00	0.00	2,693.00	42,307.00	6	
019-0425 WITNESS EXPENSE	12,500	12,500	0.00	0.00	0.00	0.00	12,500.00	0	
019-0483 JURORS/MEALS & LODGI	5,500	5,500	31.00	31.00	0.00	31.00	5,469.00	1	
019-0491 SPECIAL TRIALS/CAPIT	175,000	175,000	0.00	0.00	0.00	0.00	175,000.00	0	
TOTAL DISTRICT COURTS	713,000	713,000	34,799.00	34,799.00	0.00	34,799.00	678,201.00	5	

001 - GENERAL FUND - COUNTY COURT AT LAW I

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - COUNTY COURT AT LAW I

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
020-0101 SALARY/ELECTED OFFIC	93,432	93,432	7,785.98	7,785.98	0.00	7,785.98	85,646.02	8
020-0105 SALARY/EMPLOYEES	24,087	24,087	2,334.99	2,334.99	0.00	2,334.99	21,752.01	10
020-0129 SALARY/CRT AT LAW SU	0	0	0.00	0.00	0.00	0.00	0.00	***
020-0201 FICA/MEDICARE	8,990	8,990	765.09	765.09	0.00	765.09	8,224.91	9
020-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
020-0203 RETIREMENT	8,870	8,870	781.34	781.34	0.00	781.34	8,088.66	9
020-0214 SALARY SETTLEMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
020-0301 OFFICE SUPPLIES	800	800	0.00	0.00	198.15	198.15	601.85	25
020-0402 LIABILITY INSURANCE	1,050	1,050	0.00	0.00	0.00	0.00	1,050.00	0
020-0405 DUES & SUBSCRIPTIONS	300	300	0.00	0.00	0.00	0.00	300.00	0
020-0410 ASSESSED ADMINISTRAT	0	0	0.00	0.00	0.00	0.00	0.00	***
020-0420 TELEPHONE	20	20	0.00	0.00	0.00	0.00	20.00	0
020-0428 TRAVEL & TRAINING	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	0
020-0435 BOOKS	200	200	0.00	0.00	0.00	0.00	200.00	0
020-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY COURT AT LAW I	146,449	146,449	12,244.62	12,244.62	198.15	12,442.77	134,006.23	8

001 - GENERAL FUND - COUNTY COURT AT LAW II

021-0101 SALARY/ELECTED OFFIC	93,432	93,432	7,785.98	7,785.98	0.00	7,785.98	85,646.02	8
021-0105 SALARY/EMPLOYEES	24,087	24,087	2,334.99	2,334.99	0.00	2,334.99	21,752.01	10
021-0129 SALARY/CRT AT LAW SU	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0201 FICA/MEDICARE	8,990	8,990	758.79	758.79	0.00	758.79	8,231.21	8
021-0202 GROUP HOSPITAL INSUR	7,200	7,200	322.21	322.21	0.00	322.21	6,877.79	4
021-0203 RETIREMENT	8,870	8,870	781.34	781.34	0.00	781.34	8,088.66	9
021-0214 SALARY SETTLEMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0301 OFFICE SUPPLIES	1,100	1,100	5.01	5.01	0.00	5.01	1,094.99	0
021-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0402 LIABILITY INSURANCE	1,050	1,050	1,048.50	1,048.50	0.00	1,048.50	1.50	100
021-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0405 DUES & SUBSCRIPTIONS	350	350	0.00	0.00	0.00	0.00	350.00	0
021-0410 ASSESSED ADMINISTRAT	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0428 TRAVEL & TRAINING	1,500	1,500	90.00	90.00	0.00	90.00	1,410.00	6
021-0435 BOOKS	400	400	264.00	264.00	0.00	264.00	136.00	66
021-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY COURT AT LAW II	146,979	146,979	13,390.82	13,390.82	0.00	13,390.82	133,588.18	9

001 - GENERAL FUND - TX NARCOTICS CONTROL PROGRAM

022-0102 SALARY/APPOINTED OFF	57,740	57,740	4,694.34	4,694.34	0.00	4,694.34	53,045.66	8
022-0201 FICA/MEDICARE	4,417	4,417	337.59	337.59	0.00	337.59	4,079.41	8
022-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8
022-0203 RETIREMENT	4,358	4,358	362.40	362.40	0.00	362.40	3,995.60	8
022-0204 WORKERS COMPENSATION	118	118	0.00	0.00	0.00	0.00	118.00	0
022-0205 UNEMPLOYMENT INSURAN	133	133	0.00	0.00	0.00	0.00	133.00	0
022-0463 PLEDGE TO TX NARC CO	0	0	0.00	0.00	0.00	0.00	0.00	***

001 - GENERAL FUND - TX NARCOTICS CONTROL PROGRAM

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%
TOTAL TX NARCOTICS CONTROL PR	70,366	70,366	5,682.94	5,682.94	0.00	5,682.94	64,683.06	8

001 - GENERAL FUND - FELONY FAMILY VIOLENCE PROSECUTION UNIT

023-0105 SALARY/EMPLOYEES	57,400	57,400	4,764.58	4,764.58	0.00	4,764.58	52,635.42	8
023-0201 FICA/MEDICARE	4,391	4,391	359.64	359.64	0.00	359.64	4,031.36	8
023-0202 GROUP HOSPITAL INSUR	5,400	5,400	432.93	432.93	0.00	432.93	4,967.07	8
023-0203 RETIREMENT	4,333	4,333	367.82	367.82	0.00	367.82	3,965.18	8
023-0204 WORKERS COMPENSATION	1,332	1,332	0.00	0.00	0.00	0.00	1,332.00	0
023-0205 UNEMPLOYMENT INSURAN	132	132	0.00	0.00	0.00	0.00	132.00	0
023-0428 TRAVEL & TRAINING	2,780	2,780	299.40	299.40	0.00	299.40	2,480.60	11
023-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
023-0475 EQUIPMENT	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0
023-0676 SUPPLIES & OPERATING	6,325	6,325	397.52	397.52	0.00	397.52	5,927.48	6
TOTAL FELONY FAMILY VIOLENCE	84,093	84,093	6,621.89	6,621.89	0.00	6,621.89	77,471.11	8

001 - GENERAL FUND - FELONY FAMILY VIOLENCE INVESTIGATION UNIT

024-0105 SALARY/EMPLOYEES	30,468	30,468	2,477.08	2,477.08	0.00	2,477.08	27,990.92	8
024-0201 FICA/MEDICARE	2,331	2,331	183.06	183.06	0.00	183.06	2,147.94	8
024-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8
024-0203 RETIREMENT	2,300	2,300	191.24	191.24	0.00	191.24	2,108.76	8
024-0204 WORKERS COMPENSATION	707	707	0.00	0.00	0.00	0.00	707.00	0
024-0205 UNEMPLOYMENT INSURAN	70	70	0.00	0.00	0.00	0.00	70.00	0
024-0428 TRAVEL & TRAINING	2,500	2,500	60.00	60.00	0.00	60.00	2,440.00	2
024-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
024-0475 EQUIPMENT	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0
024-0676 SUPPLIES & OPERATING	4,975	4,975	0.00	0.00	0.00	0.00	4,975.00	0
TOTAL FELONY FAMILY VIOLENCE	48,951	48,951	3,199.99	3,199.99	0.00	3,199.99	45,751.01	7

001 - GENERAL FUND - COUNTY ATTORNEY

025-0101 SALARY/ELECTED OFFIC	48,070	48,070	4,005.76	4,005.76	0.00	4,005.76	44,064.24	8
025-0103 SALARY/ASSISTANTS	123,256	123,256	10,271.40	10,271.40	0.00	10,271.40	112,984.60	8
025-0105 SALARY/EMPLOYEES	98,128	98,128	8,177.30	8,177.30	0.00	8,177.30	89,950.70	8
025-0108 SALARY/PARTTIME	6,406	6,406	727.05	727.05	0.00	727.05	5,678.95	11
025-0109 SALARY/SUPERVISOR	24,333	24,333	2,027.70	2,027.70	0.00	2,027.70	22,305.30	8
025-0132 SALARY/STATE SUPPLEM	33,900	33,900	2,825.00	2,825.00	0.00	2,825.00	31,075.00	8
025-0201 FICA/MEDICARE	25,634	25,634	2,153.04	2,153.04	0.00	2,153.04	23,480.96	8
025-0202 GROUP HOSPITAL INSUR	35,100	35,100	3,102.56	3,102.56	0.00	3,102.56	31,997.44	9
025-0203 RETIREMENT	25,290	25,290	2,457.69	2,457.69	0.00	2,457.69	22,832.31	10
025-0301 OFFICE SUPPLIES	2,500	2,500	117.00	117.00	215.17	332.17	2,167.83	13
025-0335 AUTO REPAIR, FUEL, E	450	450	0.00	0.00	0.00	0.00	450.00	0
025-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
025-0405 DUES & SUBSCRIPTIONS	500	500	0.00	0.00	0.00	0.00	500.00	0

001 - GENERAL FUND - COUNTY ATTORNEY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Ud
025-0427 AUTO ALLOWANCE	990	990	110.00	110.00	0.00	110.00	880.00	11
025-0428 TRAVEL & TRAINING	1,800	1,800	206.00	206.00	0.00	206.00	1,594.00	11
025-0435 BOOKS	1,400	1,400	395.00	395.00	0.00	395.00	1,005.00	28
TOTAL COUNTY ATTORNEY	427,757	427,757	36,575.50	36,575.50	215.17	36,790.67	390,966.33	9

001 - GENERAL FUND - SPOUSAL ABUSE VOLUNTEER PROGRAM

026-0105 SALARY/EMPLOYEES	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0201 FICA/MEDICARE	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0202 GROUP HOSPITAL INSUR	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0203 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0301 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0428 TRAVEL & TRAINING	0	0	-206.00	-206.00	0.00	-206.00	206.00	***
026-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL SPOUSAL ABUSE VOLUNTEER	0	0	-206.00	-206.00	0.00	-206.00	206.00	***

001 - GENERAL FUND - DOMESTIC VIOLENCE PROSECUTION UNIT

027-0105 SALARY/EMPLOYEES	76,585	76,585	6,382.12	6,382.12	0.00	6,382.12	70,202.88	8
027-0201 FICA/MEDICARE	5,859	5,859	488.24	488.24	0.00	488.24	5,370.76	8
027-0202 GROUP HOSPITAL INSUR	8,100	8,100	360.76	360.76	0.00	360.76	7,739.24	4
027-0203 RETIREMENT	5,780	5,780	492.70	492.70	0.00	492.70	5,287.30	9
027-0204 WORKERS COMPENSATION	1,652	1,652	0.00	0.00	0.00	0.00	1,652.00	0
027-0205 UNEMPLOYMENT INSURAN	176	176	0.00	0.00	0.00	0.00	176.00	0
027-0301 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	***
027-0428 TRAVEL & TRAINING	3,685	3,685	7.00	7.00	0.00	7.00	3,678.00	0
027-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
027-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
027-0676 SUPPLIES & OPERATING	7,116	7,116	125.54	125.54	0.00	125.54	6,990.46	2
TOTAL DOMESTIC VIOLENCE PROSE	108,953	108,953	7,856.36	7,856.36	0.00	7,856.36	101,096.64	7

001 - GENERAL FUND - CRISIS INTERVENTION PROGRAM

028-0105 SALARY/EMPLOYEES	46,245	46,245	3,853.78	3,853.78	0.00	3,853.78	42,391.22	8
028-0201 FICA/MEDICARE	3,538	3,538	288.36	288.36	0.00	288.36	3,249.64	8
028-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
028-0203 RETIREMENT	3,491	3,491	297.50	297.50	0.00	297.50	3,193.50	9
028-0204 WORKERS COMPENSATION	1,073	1,073	0.00	0.00	0.00	0.00	1,073.00	0
028-0205 UNEMPLOYMENT INSURAN	106	106	0.00	0.00	0.00	0.00	106.00	0
028-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
028-0428 TRAVEL & TRAINING	4,000	4,000	324.08	324.08	0.00	324.08	3,675.92	8
028-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
028-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - CRISIS INTERVENTION PROGRAM

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Ud
028-0676 SUPPLIES & OPERATING	11,344	11,344	428.08	428.08	0.00	428.08	10,915.92	4
TOTAL CRISIS INTERVENTION PRO	76,997	76,997	5,769.02	5,769.02	0.00	5,769.02	71,227.98	7

001 - GENERAL FUND - FAMILY VIOLENCE INVESTIGATOR

029-0105 SALARY/EMPLOYEES	20,339	20,339	2,294.56	2,294.56	0.00	2,294.56	18,044.44	11
029-0201 FICA/MEDICARE	1,556	1,556	179.36	179.36	0.00	179.36	1,376.64	12
029-0202 GROUP HOSPITAL INSUR	2,700	2,700	288.61	288.61	0.00	288.61	2,411.39	11
029-0203 RETIREMENT	1,535	1,535	181.00	181.00	0.00	181.00	1,354.00	12
029-0204 WORKERS COMPENSATION	472	472	0.00	0.00	0.00	0.00	472.00	0
029-0205 UNEMPLOYMENT INSURAN	47	47	0.00	0.00	0.00	0.00	47.00	0
029-0301 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	***
029-0335 AUTO REPAIR, FUEL, E	0	0	0.00	0.00	0.00	0.00	0.00	***
029-0391 UNIFORMS	0	0	50.00	50.00	0.00	50.00	-50.00	***
029-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
029-0676 SUPPLIES & OPERATING	2,144	2,144	0.00	0.00	0.00	0.00	2,144.00	0
TOTAL FAMILY VIOLENCE INVESTI	28,793	28,793	2,993.53	2,993.53	0.00	2,993.53	25,799.47	10

001 - GENERAL FUND - ELECTIONS

030-0102 SALARY/APPOINTED OFF	32,792	32,792	2,732.60	2,732.60	0.00	2,732.60	30,059.40	8
030-0105 SALARY/EMPLOYEES	31,242	31,242	2,603.46	2,603.46	0.00	2,603.46	28,638.54	8
030-0108 SALARY/PARTTIME	6,765	6,765	798.90	798.90	0.00	798.90	5,966.10	12
030-0201 FICA/MEDICARE	5,431	5,431	470.58	470.58	0.00	470.58	4,960.42	9
030-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8
030-0203 RETIREMENT	5,359	5,359	413.22	413.22	0.00	413.22	4,945.78	8
030-0301 OFFICE SUPPLIES	2,800	2,800	60.94	60.94	92.26	153.20	2,646.80	5
030-0329 ELECTION SUPPLIES	15,000	15,000	1,771.38	1,771.38	0.00	1,771.38	13,228.62	12
030-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
030-0405 DUES & SUBSCRIPTIONS	200	200	0.00	0.00	0.00	0.00	200.00	0
030-0421 POSTAGE	13,000	13,000	0.00	0.00	0.00	0.00	13,000.00	0
030-0422 ELECTION WORKER PAYM	15,000	15,000	0.00	0.00	0.00	0.00	15,000.00	0
030-0427 AUTO ALLOWANCE	198	198	16.50	16.50	0.00	16.50	181.50	8
030-0428 TRAVEL & TRAINING	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
030-0449 COMPUTER EQUIPMENT M	3,050	3,050	0.00	0.00	0.00	0.00	3,050.00	0
030-0469 SOFTWARE EXPENSE	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0
030-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
030-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
030-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	0.00	0.00	0.00	***
030-0485 VOTER REGISTRATION	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0
030-0496 NOTARY BOND	71	71	0.00	0.00	0.00	0.00	71.00	0
TOTAL ELECTIONS	149,708	149,708	9,733.41	9,733.41	92.26	9,825.67	139,882.33	7

001 - GENERAL FUND - FELONY FAMILY VIOLENCE VICTIMS' ASSISTANCE

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - FELONY FAMILY VIOLENCE VICTIMS' ASSISTANCE

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%	Ud
031-0105 SALARY/EMPLOYEES	32,288	32,288	2,629.18	2,629.18	0.00	2,629.18	29,658.82	8	
031-0201 FICA/MEDICARE	2,470	2,470	199.16	199.16	0.00	199.16	2,270.84	8	
031-0202 GROUP HOSPITAL INSUR	5,400	5,400	432.90	432.90	0.00	432.90	4,967.10	8	
031-0203 RETIREMENT	2,437	2,437	202.98	202.98	0.00	202.98	2,234.02	8	
031-0204 WORKERS COMPENSATION	67	67	0.00	0.00	0.00	0.00	67.00	0	
031-0205 UNEMPLOYMENT INSURAN	74	74	0.00	0.00	0.00	0.00	74.00	0	
031-0418 HIRED SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	***	
031-0428 TRAVEL & TRAINING	4,280	4,280	569.35	569.35	0.00	569.35	3,710.65	13	
031-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
031-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***	
031-0675 PROFESSIONAL FEES	1,400	1,400	0.00	0.00	0.00	0.00	1,400.00	0	
031-0676 SUPPLIES & OPERATING	2,934	2,934	0.00	0.00	0.00	0.00	2,934.00	0	
TOTAL FELONY FAMILY VIOLENCE	51,350	51,350	4,033.57	4,033.57	0.00	4,033.57	47,316.43	8	

001 - GENERAL FUND - JUVENILE ACCOUNTABILITY BLOCK GRANT

032-0105 SALARY/EMPLOYEES	0	0	0.00	0.00	0.00	0.00	0.00	***	
032-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***	
032-0201 FICA/MEDICARE	0	0	0.00	0.00	0.00	0.00	0.00	***	
032-0470 CAPITALIZED EQUIPMEN	19,227	19,227	0.00	0.00	0.00	0.00	19,227.00	0	
032-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***	
032-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL JUVENILE ACCOUNTABILITY	19,227	19,227	0.00	0.00	0.00	0.00	19,227.00	0	

001 - GENERAL FUND - VICTIM-WITNESS ASSISTANCE PROGRAM

034-0105 WITNESS ASSISTANCE P	30,000	30,000	2,500.00	2,500.00	0.00	2,500.00	27,500.00	8	
034-0201 WITNESS ASSISTANCE P	2,295	2,295	187.00	187.00	0.00	187.00	2,108.00	8	
034-0202 WITNESS ASSISTANCE P	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8	
034-0203 WITNESS ASSISTANCE P	2,264	2,264	96.50	96.50	0.00	96.50	2,167.50	4	
034-0428 WITNESS ASSISTANCE P	0	0	55.00	55.00	0.00	55.00	-55.00	***	
TOTAL VICTIM-WITNESS ASSISTAN	38,159	38,159	3,127.11	3,127.11	0.00	3,127.11	35,031.89	8	

001 - GENERAL FUND - COUNTY AUDITOR

035-0102 SALARY/APPOINTED OFF	39,707	39,707	3,308.92	3,308.92	0.00	3,308.92	36,398.08	8	
035-0105 SALARY/EMPLOYEES	24,500	24,500	2,041.68	2,041.68	0.00	2,041.68	22,458.32	8	
035-0121 SALARY/INTERNAL AUDI	97,732	97,732	8,144.26	8,144.26	0.00	8,144.26	89,587.74	8	
035-0201 FICA/MEDICARE	12,939	12,939	1,065.36	1,065.36	0.00	1,065.36	11,873.64	8	
035-0202 GROUP HOSPITAL INSUR	18,000	18,000	1,731.66	1,731.66	0.00	1,731.66	16,268.34	10	
035-0203 RETIREMENT	12,766	12,766	1,088.12	1,088.12	0.00	1,088.12	11,677.88	9	
035-0207 PROFESSIONAL SERVICE	7,200	7,200	600.00	600.00	0.00	600.00	6,600.00	8	
035-0301 OFFICE SUPPLIES	1,800	1,800	0.00	0.00	75.49	75.49	1,724.51	4	
035-0386 MEETINGS & CONFERENC	0	0	0.00	0.00	0.00	0.00	0.00	***	
035-0403 BOND PREMIUMS	300	300	0.00	0.00	0.00	0.00	300.00	0	

BUDGETARY ACCOUNTING SYSTEM
Statement of Expenditures - Budget vs Actual
GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - COUNTY AUDITOR

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
035-0405 DUES & SUBSCRIPTIONS	1,255	1,255	1,035.00	1,035.00	0.00	1,035.00	220.00	82
035-0420 TELEPHONE	0	0	0.00	0.00	0.00	0.00	0.00	***
035-0428 TRAVEL & TRAINING	4,200	4,200	75.00	75.00	0.00	75.00	4,125.00	2
035-0429 IN/COUNTY TRAVEL	100	100	0.00	0.00	0.00	0.00	100.00	0
035-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
035-0475 EQUIPMENT	2,750	2,750	0.00	0.00	0.00	0.00	2,750.00	0
TOTAL COUNTY AUDITOR	223,249	223,249	19,090.00	19,090.00	75.49	19,165.49	204,083.51	9

001 - GENERAL FUND - COUNTY TREASURER

036-0101 SALARY/ELECTED OFFIC	41,000	41,000	3,416.66	3,416.66	0.00	3,416.66	37,583.34	8
036-0105 SALARY/EMPLOYEES	52,750	52,750	4,395.84	4,395.84	0.00	4,395.84	48,354.16	8
036-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
036-0201 FICA/MEDICARE	7,172	7,172	587.46	587.46	0.00	587.46	6,584.54	8
036-0202 GROUP HOSPITAL INSUR	14,400	14,400	1,154.44	1,154.44	0.00	1,154.44	13,245.56	8
036-0203 RETIREMENT	7,076	7,076	603.12	603.12	0.00	603.12	6,472.88	9
036-0301 OFFICE SUPPLIES	7,500	7,500	271.18	271.18	540.00	811.18	6,688.82	11
036-0388 CELLULAR PHONE/PAGER	300	300	0.00	0.00	0.00	0.00	300.00	0
036-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
036-0405 DUES & SUBSCRIPTIONS	200	200	0.00	0.00	0.00	0.00	200.00	0
036-0428 TRAVEL & TRAINING	4,300	4,300	135.65	135.65	0.00	135.65	4,164.35	3
036-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
036-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY TREASURER	134,698	134,698	10,564.35	10,564.35	540.00	11,104.35	123,593.65	8

001 - GENERAL FUND - TAX ASSESSOR COLLECTOR

037-0101 SALARY/ELECTED OFFIC	41,000	41,000	3,416.66	3,416.66	0.00	3,416.66	37,583.34	8
037-0105 SALARY/EMPLOYEES	253,916	253,916	21,159.62	21,159.62	0.00	21,159.62	232,756.38	8
037-0108 SALARY/PARTTIME	5,000	5,000	473.80	473.80	0.00	473.80	4,526.20	9
037-0201 FICA/MEDICARE	22,944	22,944	1,883.28	1,883.28	0.00	1,883.28	21,060.72	8
037-0202 GROUP HOSPITAL INSUR	54,000	54,000	4,329.15	4,329.15	0.00	4,329.15	49,670.85	8
037-0203 RETIREMENT	22,636	22,636	1,897.28	1,897.28	0.00	1,897.28	20,738.72	8
037-0301 OFFICE SUPPLIES	4,600	4,600	0.00	0.00	819.93	819.93	3,780.07	18
037-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
037-0405 DUES & SUBSCRIPTIONS	600	600	80.00	80.00	0.00	80.00	520.00	13
037-0428 TRAVEL & TRAINING	1,600	1,600	391.20	391.20	0.00	391.20	1,208.80	24
037-0475 EQUIPMENT	0	0	3,955.00	3,955.00	0.00	3,955.00	-3,955.00	***
037-0496 NOTARY BOND	71	71	0.00	0.00	0.00	0.00	71.00	0
TOTAL TAX ASSESSOR COLLECTOR	406,367	406,367	37,585.99	37,585.99	819.93	38,405.92	367,961.08	9

001 - GENERAL FUND - COUNTY DETENTION FACILITY

042-0105 SALARY/EMPLOYEES	1,446,471	1,446,471	118,534.75	118,534.75	0.00	118,534.75	1,327,936.25	8
042-0109 SALARY/SUPERVISOR	0	0	0.00	0.00	0.00	0.00	0.00	***

001 - GENERAL FUND - COUNTY DETENTION FACILITY

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
042-0119 SALARY/OVERTIME	7,500	7,500	30.14	30.14	0.00	30.14	7,469.86	0	
042-0127 JAIL NURSE	87,021	87,021	6,345.50	6,345.50	0.00	6,345.50	80,675.50	7	
042-0133 CORPORAL PROMOTIONS	0	0	0.00	0.00	0.00	0.00	0.00	***	
042-0134 SALARY/LIEUTENANTS	53,758	53,758	4,425.23	4,425.23	0.00	4,425.23	49,332.77	8	
042-0135 SALARY/SERGEANTS	74,889	74,889	4,213.00	4,213.00	0.00	4,213.00	70,676.00	6	
042-0136 SALARY/CORPORALS	176,504	176,504	12,964.75	12,964.75	0.00	12,964.75	163,539.25	7	
042-0137 SALARY/CLERKS	89,337	89,337	6,833.79	6,833.79	0.00	6,833.79	82,503.21	8	
042-0138 SALARY/CAPTAIN	31,166	31,166	2,597.14	2,597.14	0.00	2,597.14	28,568.86	8	
042-0201 FICA/MEDICARE	150,448	150,448	11,889.66	11,889.66	0.00	11,889.66	138,558.34	8	
042-0202 GROUP HOSPITAL INSUR	334,800	334,800	22,222.97	22,222.97	0.00	22,222.97	312,577.03	7	
042-0203 RETIREMENT	148,433	148,433	12,039.08	12,039.08	0.00	12,039.08	136,393.92	8	
042-0215 TB TESTING	500	500	0.00	0.00	0.00	0.00	500.00	0	
042-0301 OFFICE SUPPLIES	7,500	7,500	0.00	0.00	27.00	27.00	7,473.00	0	
042-0303 SANITATION SUPPLIES	25,000	25,000	0.00	0.00	0.00	0.00	25,000.00	0	
042-0328 KITCHEN SUPPLIES	1,400	1,400	0.00	0.00	0.00	0.00	1,400.00	0	
042-0330 GROCERIES	383,250	383,250	6,814.15	6,814.15	0.00	6,814.15	376,435.85	2	
042-0331 BEDDING & LINENS	0	0	0.00	0.00	0.00	0.00	0.00	***	
042-0332 INMATE UNIFORMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
042-0333 PHOTO SUPPLIES	500	500	0.00	0.00	39.99	39.99	460.01	8	
042-0358 SAFETY EQUIPMENT	500	500	0.00	0.00	0.00	0.00	500.00	0	
042-0388 CELLULAR PHONE/PAGER	2,300	2,300	0.00	0.00	0.00	0.00	2,300.00	0	
042-0391 UNIFORMS	16,600	16,600	155.70	155.70	0.00	155.70	16,444.30	1	
042-0407 LEGAL REPRESENTATION	25,000	25,000	0.00	0.00	0.00	0.00	25,000.00	0	
042-0428 TRAVEL & TRAINING	5,000	5,000	2,100.27	2,100.27	0.00	2,100.27	2,899.73	42	
042-0447 MEDICAL EXPENSE	30,000	30,000	2,500.00	2,500.00	0.00	2,500.00	27,500.00	8	
042-0451 RADIO RENT & REPAIR	3,000	3,000	0.00	0.00	0.00	0.00	3,000.00	0	
042-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
042-0475 EQUIPMENT	0	0	0.00	0.00	63.98	63.98	-63.98	***	
042-0496 NOTARY BOND	213	213	0.00	0.00	0.00	0.00	213.00	0	
042-0511 INMATE MEDICAL EXPEN	45,000	45,000	0.00	0.00	0.00	0.00	45,000.00	0	
042-0550 PRISONER HOUSING	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	0	
TOTAL COUNTY DETENTION FACILI	3,147,590	3,147,590	213,666.13	213,666.13	130.97	213,797.10	2,933,792.90	7	

001 - GENERAL FUND - JUVENILE DETENTION FACILITY

043-0105 SALARY/EMPLOYEES	313,304	313,304	24,376.78	24,376.78	0.00	24,376.78	288,927.22	8	
043-0108 SALARY/PARTTIME	96,042	96,042	6,843.77	6,843.77	0.00	6,843.77	89,198.23	7	
043-0201 FICA/MEDICARE	31,315	31,315	2,363.78	2,363.78	0.00	2,363.78	28,951.22	8	
043-0202 GROUP HOSPITAL INSUR	50,400	50,400	3,447.21	3,447.21	0.00	3,447.21	46,952.79	7	
043-0203 RETIREMENT	23,647	23,647	1,881.84	1,881.84	0.00	1,881.84	21,765.16	8	
043-0301 OFFICE SUPPLIES	2,000	2,000	31.00	31.00	222.26	253.26	1,746.74	13	
043-0306 EDUCATION MATERIALS	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0	
043-0328 KITCHEN SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	
043-0330 GROCERIES	24,000	24,000	0.00	0.00	0.00	0.00	24,000.00	0	
043-0331 BEDDING & LINENS	2,000	2,000	0.00	0.00	356.61	356.61	1,643.39	18	
043-0332 INMATE UNIFORMS	2,000	2,000	0.00	0.00	1,013.34	1,013.34	986.66	51	
043-0390 LAUNDRY SUPPLIES	4,500	4,500	0.00	0.00	1,109.99	1,109.99	3,390.01	25	
043-0428 TRAVEL & TRAINING	7,500	7,500	0.00	0.00	0.00	0.00	7,500.00	0	
043-0447 MEDICAL EXPENSE	9,000	9,000	0.00	0.00	0.00	0.00	9,000.00	0	

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM
Statement of Expenditures - Budget vs Actual
GENERAL FUND

13:34:02 08 NOV 2001

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

Page 15

001 - GENERAL FUND - JUVENILE DETENTION FACILITY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%D
043-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
043-0497 CHILD CARE/NON/RESID	3,000	3,000	0.00	0.00	0.00	0.00	3,000.00	0
TOTAL JUVENILE DETENTION FACI	571,708	571,708	38,944.38	38,944.38	2,702.20	41,646.58	530,061.42	7

001 - GENERAL FUND - COUNTY JUVENILE JUSTICE BLDG

044-0440 UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY JUVENILE JUSTICE	0	0	0.00	0.00	0.00	0.00	0.00	***

001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 1

045-0362 EAST CONCHO VOLUNTEE	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
045-0363 MERETA VOLUNTEER FIR	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	8,000	8,000	0.00	0.00	0.00	0.00	8,000.00	0

001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 2

046-0364 WALL VOLUNTEER FIRE	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
046-0399 PECAN CREEK FIRE DEP	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	8,000	8,000	0.00	0.00	0.00	0.00	8,000.00	0

001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 3

047-0455 CIVIL DEFENSE SIREN	300	300	0.00	0.00	0.00	0.00	300.00	0
047-0456 WATER VALLEY VOL FIR	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
047-0457 CARLSBAD VOLUNTEER F	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
047-0458 GRAPE CREEK VOL FIRE	8,000	8,000	0.00	0.00	0.00	0.00	8,000.00	0
047-0461 QUAIL VALLEY VOL FIR	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	20,300	20,300	0.00	0.00	0.00	0.00	20,300.00	0

001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 4

048-0448 CHRISTOVAL VOL FIRE	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
048-0455 CIVIL DEFENSE SIREN	150	150	0.00	0.00	0.00	0.00	150.00	0
048-0466 DOVE CREEK VOL FIRE	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	8,150	8,150	0.00	0.00	0.00	0.00	8,150.00	0

001 - GENERAL FUND - CONSTABLE, PRCT 1

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - CONSTABLE, PRCT 1

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Encumbrances	YTD Exp + Enc	UnEnc Balance	%	Ud
050-0101 SALARY/ELECTED OFFIC	26,863	26,863	2,238.58	2,238.58	0.00	2,238.58	24,624.42	8	
050-0201 FICA/MEDICARE	2,560	2,560	194.51	194.51	0.00	194.51	2,365.49	8	
050-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8	
050-0203 RETIREMENT	2,526	2,526	215.28	215.28	0.00	215.28	2,310.72	9	
050-0301 OFFICE SUPPLIES	100	100	8.12	8.12	0.00	8.12	91.88	8	
050-0388 CELLULAR PHONE/PAGER	220	220	0.00	0.00	0.00	0.00	220.00	0	
050-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
050-0427 AUTO ALLOWANCE	6,600	6,600	550.00	550.00	0.00	550.00	6,050.00	8	
050-0428 TRAVEL & TRAINING	0	0	0.00	0.00	78.72	78.72	-78.72	***	
TOTAL CONSTABLE, PRCT 1	42,469	42,469	3,495.10	3,495.10	78.72	3,573.82	38,895.18	8	

001 - GENERAL FUND - CONSTABLE, PRCT 2

051-0101 SALARY/ELECTED OFFIC	26,863	26,863	2,238.58	2,238.58	0.00	2,238.58	24,624.42	8	
051-0201 FICA/MEDICARE	2,560	2,560	206.88	206.88	0.00	206.88	2,353.12	8	
051-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8	
051-0203 RETIREMENT	2,526	2,526	215.28	215.28	0.00	215.28	2,310.72	9	
051-0301 OFFICE SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0	
051-0388 CELLULAR PHONE/PAGER	400	400	22.90	22.90	0.00	22.90	377.10	6	
051-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
051-0427 AUTO ALLOWANCE	6,600	6,600	550.00	550.00	0.00	550.00	6,050.00	8	
051-0428 TRAVEL & TRAINING	0	0	229.73	229.73	0.00	229.73	-229.73	***	
TOTAL CONSTABLE, PRCT 2	42,649	42,649	3,751.98	3,751.98	0.00	3,751.98	38,897.02	9	

001 - GENERAL FUND - CONSTABLE, PRCT 3

052-0101 SALARY/ELECTED OFFIC	32,071	32,071	2,672.58	2,672.58	0.00	2,672.58	29,398.42	8	
052-0201 FICA/MEDICARE	2,958	2,958	246.52	246.52	0.00	246.52	2,711.48	8	
052-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8	
052-0203 RETIREMENT	2,919	2,919	248.78	248.78	0.00	248.78	2,670.22	9	
052-0301 OFFICE SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0	
052-0388 CELLULAR PHONE/PAGER	300	300	0.00	0.00	0.00	0.00	300.00	0	
052-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***	
052-0427 AUTO ALLOWANCE	6,600	6,600	550.00	550.00	0.00	550.00	6,050.00	8	
052-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL CONSTABLE, PRCT 3	48,548	48,548	4,006.49	4,006.49	0.00	4,006.49	44,541.51	8	

001 - GENERAL FUND - CONSTABLE, PRCT 4

053-0101 SALARY/ELECTED OFFIC	32,071	32,071	2,672.58	2,672.58	0.00	2,672.58	29,398.42	8	
053-0201 FICA/MEDICARE	2,958	2,958	246.52	246.52	0.00	246.52	2,711.48	8	
053-0202 GROUP HOSPITAL INSUR	3,600	3,600	288.61	288.61	0.00	288.61	3,311.39	8	
053-0203 RETIREMENT	2,919	2,919	248.78	248.78	0.00	248.78	2,670.22	9	
053-0301 OFFICE SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0	
053-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***	

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - CONSTABLE, PRCT 4

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
053-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
053-0427 AUTO ALLOWANCE	6,600	6,600	550.00	550.00	0.00	550.00	6,050.00	8
053-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL CONSTABLE, PRCT 4	48,248	48,248	4,006.49	4,006.49	0.00	4,006.49	44,241.51	8

001 - GENERAL FUND - SHERIFF

054-0101 SALARY/ELECTED OFFIC	49,271	49,271	4,105.92	4,105.92	0.00	4,105.92	45,165.08	8
054-0104 SALARY/CHIEF DEPUTY	32,729	32,729	2,727.42	2,727.42	0.00	2,727.42	30,001.58	8
054-0105 SALARY/EMPLOYEES	585,740	585,740	54,974.62	54,974.62	0.00	54,974.62	530,765.38	9
054-0107 SALARY/INTERNAL AFFA	27,535	27,535	2,294.56	2,294.56	0.00	2,294.56	25,240.44	8
054-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0109 SALARY/SUPERVISOR	82,605	82,605	6,883.68	6,883.68	0.00	6,883.68	75,721.32	8
054-0119 SALARY/OVERTIME	15,000	15,000	347.23	347.23	0.00	347.23	14,652.77	2
054-0131 SAFE & SOBER STEP	39,540	39,540	2,625.05	2,625.05	0.00	2,625.05	36,914.95	7
054-0134 SALARY/LIEUTENANTS	86,085	86,085	7,173.68	7,173.68	0.00	7,173.68	78,911.32	8
054-0135 SALARY/SERGEANTS	144,871	144,871	6,883.68	6,883.68	0.00	6,883.68	137,987.32	5
054-0137 SALARY/CLERKS	199,126	199,126	17,168.96	17,168.96	0.00	17,168.96	181,957.04	9
054-0138 SALARY/CAPTAIN	31,166	31,166	2,597.14	2,597.14	0.00	2,597.14	28,568.86	8
054-0201 FICA/MEDICARE	100,350	100,350	8,133.11	8,133.11	0.00	8,133.11	92,216.89	8
054-0202 GROUP HOSPITAL INSUR	173,700	173,700	12,698.84	12,698.84	0.00	12,698.84	161,001.16	7
054-0203 RETIREMENT	99,006	99,006	8,339.63	8,339.63	0.00	8,339.63	90,666.37	8
054-0301 OFFICE SUPPLIES	7,500	7,500	98.73	98.73	553.89	652.62	6,847.38	9
054-0323 ESTRAY ANIMAL EXPEND	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0324 CID/CRIMINAL INVESTI	2,000	2,000	0.00	0.00	262.46	262.46	1,737.54	13
054-0334 LAW ENFORCEMENT BOOK	1,650	1,650	0.00	0.00	1,400.00	1,400.00	250.00	85
054-0335 AUTO REPAIR, FUEL, E	100,000	100,000	4,970.41	4,970.41	0.00	4,970.41	95,029.59	5
054-0341 TIRES & TUBES	8,500	8,500	417.14	417.14	1,123.13	1,540.27	6,959.73	18
054-0354 DWI VIDEO	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
054-0358 SAFETY	500	500	0.00	0.00	0.00	0.00	500.00	0
054-0382 LOCAL LAW ENFORCEMEN	3,200	3,200	0.00	0.00	0.00	0.00	3,200.00	0
054-0388 CELLULAR PHONE/PAGER	7,000	7,000	799.50	799.50	0.00	799.50	6,200.50	11
054-0391 UNIFORMS	18,100	18,100	600.00	600.00	0.00	600.00	17,500.00	3
054-0392 BADGES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
054-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0405 DUES & SUBSCRIPTIONS	400	400	0.00	0.00	0.00	0.00	400.00	0
054-0407 LEGAL REPRESENTATION	50,000	50,000	0.00	0.00	0.00	0.00	50,000.00	0
054-0420 TELEPHONE	4,100	4,100	0.00	0.00	0.00	0.00	4,100.00	0
054-0421 POSTAGE	750	750	0.00	0.00	0.00	0.00	750.00	0
054-0428 TRAVEL & TRAINING	9,000	9,000	3,772.76	3,772.76	590.00	4,362.76	4,637.24	48
054-0446 POLYGRAPH TESTING	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0451 RADIO RENT & REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0452 AUTO WASH & MAINTENA	200	200	0.00	0.00	0.00	0.00	200.00	0
054-0464 COMMUNICATIONS EQUIP	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0484 TRAVEL/PRISONERS	30,000	30,000	810.98	810.98	1,276.58	2,087.56	27,912.44	7
054-0496 NOTARY BOND	213	213	0.00	0.00	0.00	0.00	213.00	0
054-0503 DARE PROGRAM	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - SHERIFF

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
054-0504 EQUIPMENT/STEP PROGR	6,700	6,700	0.00	0.00	0.00	0.00	6,700.00	0	
054-0505 TRAVEL & TRAINING/ST	2,760	2,760	750.00	750.00	0.00	750.00	2,010.00	27	
054-0571 AUTOMOBILES	103,765	103,765	16,054.80	16,054.80	0.00	16,054.80	87,710.20	15	
054-0577 K-9 PROGRAM	5,500	5,500	150.00	150.00	374.00	524.00	4,976.00	10	
054-0680 EQUIPMENT & SUPPLIES	65,000	65,000	2,076.19	2,076.19	3,890.92	5,967.11	59,032.89	9	
TOTAL SHERIFF	2,099,562	2,099,562	167,454.03	167,454.03	9,470.98	176,925.01	1,922,636.99	8	

001 - GENERAL FUND - JUVENILE PROBATION

056-0102 SALARY/APPOINTED OFF	55,330	55,330	4,610.84	4,610.84	0.00	4,610.84	50,719.16	8	
056-0105 SALARY/EMPLOYEES	454,998	454,998	33,349.70	33,349.70	0.00	33,349.70	421,648.30	7	
056-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***	
056-0201 FICA/MEDICARE	51,659	51,659	2,853.83	2,853.83	0.00	2,853.83	48,805.17	6	
056-0202 GROUP HOSPITAL INSUR	90,000	90,000	6,590.34	6,590.34	0.00	6,590.34	83,409.66	7	
056-0203 RETIREMENT	50,975	50,975	2,930.66	2,930.66	0.00	2,930.66	48,044.34	6	
056-0301 OFFICE SUPPLIES	10,000	10,000	0.00	0.00	377.77	377.77	9,622.23	4	
056-0335 AUTO REPAIR, FUEL, E	24,600	24,600	88.38	88.38	0.00	88.38	24,511.62	0	
056-0428 TRAVEL & TRAINING	20,000	20,000	1,768.60	1,768.60	0.00	1,768.60	18,231.40	9	
056-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
056-0475 EQUIPMENT	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0	
056-0513 PARENT AID PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	***	
056-0517 PCCP/PROBATION COMMU	0	0	0.00	0.00	0.00	0.00	0.00	***	
056-0571 AUTOMOBILES	19,000	19,000	0.00	0.00	0.00	0.00	19,000.00	0	
TOTAL JUVENILE PROBATION	779,062	779,062	52,192.35	52,192.35	377.77	52,570.12	726,491.88	7	

001 - GENERAL FUND - RADAR UNIT

057-0473 RADAR UNIT	2,738	2,738	0.00	0.00	0.00	0.00	2,738.00	0	
TOTAL RADAR UNIT	2,738	2,738	0.00	0.00	0.00	0.00	2,738.00	0	

001 - GENERAL FUND - MENTAL HEALTH UNIT

058-0105 SALARY/EMPLOYEES	84,563	84,563	7,046.94	7,046.94	0.00	7,046.94	77,516.06	8	
058-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***	
058-0109 SALARY/SUPERVISOR	0	0	0.00	0.00	0.00	0.00	0.00	***	
058-0201 FICA/MEDICARE	6,469	6,469	539.10	539.10	0.00	539.10	5,929.90	8	
058-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8	
058-0203 RETIREMENT	6,383	6,383	544.02	544.02	0.00	544.02	5,838.98	9	
058-0204 WORKERS COMPENSATION	1,963	1,963	0.00	0.00	0.00	0.00	1,963.00	0	
058-0205 UNEMPLOYMENT INSURAN	194	194	0.00	0.00	0.00	0.00	194.00	0	
058-0301 OFFICE SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	
058-0335 AUTO REPAIR, FUEL, E	0	0	0.00	0.00	0.00	0.00	0.00	***	
058-0388 CELLULAR PHONE/PAGER	900	900	0.00	0.00	0.00	0.00	900.00	0	
058-0428 TRAVEL & TRAINING	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0	
058-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***	

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - MENTAL HEALTH UNIT

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Ud
058-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
058-0675 PROFESSIONAL FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
058-0678 CONTRACT SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL MENTAL HEALTH UNIT	114,272	114,272	8,995.89	8,995.89	0.00	8,995.89	105,276.11	8

001 - GENERAL FUND - PARENT AID PROGRAM

059-0105 SALARY/EMPLOYEES	23,030	23,030	1,919.16	1,919.16	0.00	1,919.16	21,110.84	8
059-0201 FICA/MEDICARE	1,762	1,762	146.80	146.80	0.00	146.80	1,615.20	8
059-0202 GROUP HOSPITAL INSUR	3,600	3,600	577.22	577.22	0.00	577.22	3,022.78	16
059-0203 RETIREMENT	1,738	1,738	148.16	148.16	0.00	148.16	1,589.84	9
059-0204 WORKERS COMPENSATION	91	91	0.00	0.00	0.00	0.00	91.00	0
059-0205 UNEMPLOYMENT INSURAN	53	53	0.00	0.00	0.00	0.00	53.00	0
059-0428 TRAVEL & TRAINING	312	312	0.00	0.00	0.00	0.00	312.00	0
TOTAL PARENT AID PROGRAM	30,586	30,586	2,791.34	2,791.34	0.00	2,791.34	27,794.66	9

001 - GENERAL FUND - ENVIRONMENTAL PROTECTION

060-0105 SALARY/EMPLOYEES	19,970	19,970	1,664.20	1,664.20	0.00	1,664.20	18,305.80	8
060-0109 SALARY/SUPERVISOR	23,753	23,753	1,979.38	1,979.38	0.00	1,979.38	21,773.62	8
060-0201 FICA/MEDICARE	4,324	4,324	360.38	360.38	0.00	360.38	3,963.62	8
060-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
060-0203 RETIREMENT	4,267	4,267	346.68	346.68	0.00	346.68	3,920.32	8
060-0207 PROFESSIONAL SERVICE	0	0	0.00	0.00	0.00	0.00	0.00	***
060-0301 OFFICE SUPPLIES	300	300	0.00	0.00	0.00	0.00	300.00	0
060-0388 CELLULAR PHONE/PAGER	432	432	0.00	0.00	0.00	0.00	432.00	0
060-0389 TRAPPER PROGRAM	16,800	16,800	0.00	0.00	0.00	0.00	16,800.00	0
060-0405 DUES & SUBSCRIPTIONS	90	90	0.00	0.00	0.00	0.00	90.00	0
060-0427 AUTO ALLOWANCE	12,804	12,804	1,067.00	1,067.00	0.00	1,067.00	11,737.00	8
060-0428 TRAVEL & TRAINING	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
TOTAL ENVIRONMENTAL PROTECTIO	92,440	92,440	5,994.86	5,994.86	0.00	5,994.86	86,445.14	6

001 - GENERAL FUND - VEHICLE MAINTENANCE

070-0105 SALARY/EMPLOYEES	21,004	21,004	1,750.34	1,750.34	0.00	1,750.34	19,253.66	8
070-0109 SALARY/SUPERVISOR	34,393	34,393	2,866.10	2,866.10	0.00	2,866.10	31,526.90	8
070-0201 FICA/MEDICARE	4,238	4,238	301.12	301.12	0.00	301.12	3,936.88	7
070-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
070-0203 RETIREMENT	4,181	4,181	356.38	356.38	0.00	356.38	3,824.62	9
070-0301 OFFICE SUPPLIES	300	300	0.00	0.00	0.00	0.00	300.00	0
070-0335 AUTO REPAIR, FUEL, E	4,500	4,500	72.99	72.99	0.00	72.99	4,427.01	2
070-0337 GASOLINE	3,500	3,500	0.00	0.00	0.00	0.00	3,500.00	0
070-0351 SHOP SUPPLIES	10,000	10,000	2,294.74	2,294.74	459.85	2,754.59	7,245.41	28
070-0388 CELLULAR PHONE/PAGER	720	720	0.00	0.00	0.00	0.00	720.00	0
070-0391 UNIFORMS	1,175	1,175	30.08	30.08	0.00	30.08	1,144.92	3

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - VEHICLE MAINTENANCE

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%D
070-0428 TRAVEL & TRAINING	200	200	0.00	0.00	0.00	0.00	200.00	0
070-0433 INSPECTION FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
070-0470 CAPITALIZED EQUIPMEN	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0
070-0475 EQUIPMENT	400	400	0.00	0.00	0.00	0.00	400.00	0
070-0572 HAND TOOLS & EQUIPME	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
TOTAL VEHICLE MAINTENANCE	96,811	96,811	8,248.97	8,248.97	459.85	8,708.82	88,102.18	9

001 - GENERAL FUND - HEALTH DEPARTMENT

075-0474 MENTAL HEALTH	41,000	41,000	0.00	0.00	0.00	0.00	41,000.00	0
075-0477 COMMITMENT EXPENSE	95,000	95,000	0.00	0.00	0.00	0.00	95,000.00	0
075-0478 ALCOHOL SERVICES	12,750	12,750	0.00	0.00	0.00	0.00	12,750.00	0
075-0512 EVALUATION & RAPE EX	5,000	5,000	600.00	600.00	0.00	600.00	4,400.00	12
TOTAL HEALTH DEPARTMENT	153,750	153,750	600.00	600.00	0.00	600.00	153,150.00	0

001 - GENERAL FUND - WELFARE DEPARTMENT

076-0384 HOPE HOUSE	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
076-0467 ASSAULT VICTIM SERVI	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
076-0476 CHILD WELFARE	28,000	28,000	0.00	0.00	0.00	0.00	28,000.00	0
076-0487 GUARDIANSHIP ALLIANC	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
076-0488 MEALS FOR TH ELDERLY	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
076-0509 CRIME STOPPERS	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	0
TOTAL WELFARE DEPARTMENT	39,500	39,500	0.00	0.00	0.00	0.00	39,500.00	0

001 - GENERAL FUND - INDIGENT HEALTH CARE

078-0105 SALARY/EMPLOYEES	16,497	16,497	1,401.54	1,401.54	0.00	1,401.54	15,095.46	8
078-0108 SALARY/PARTTIME	1,800	1,800	0.00	0.00	0.00	0.00	1,800.00	0
078-0109 SALARY/SUPERVISOR	23,828	23,828	2,294.56	2,294.56	0.00	2,294.56	21,533.44	10
078-0201 FICA/MEDICARE	3,222	3,222	269.62	269.62	0.00	269.62	2,952.38	8
078-0202 GROUP HOSPITAL INSUR	7,200	7,200	577.22	577.22	0.00	577.22	6,622.78	8
078-0203 RETIREMENT	3,044	3,044	285.34	285.34	0.00	285.34	2,758.66	9
078-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0301 OFFICE SUPPLIES	800	800	0.00	0.00	126.64	126.64	673.36	16
078-0396 CONTRACT SCREENING	30,000	30,000	2,500.00	2,500.00	0.00	2,500.00	27,500.00	8
078-0397 HEALTH CARE COST 10%	1,330,110	1,330,110	0.00	0.00	0.00	0.00	1,330,110.00	0
078-0398 HEALTH CARE COST ABO	261,111	261,111	0.00	0.00	0.00	0.00	261,111.00	0
078-0428 TRAVEL & TRAINING	1,000	1,000	870.60	870.60	0.00	870.60	129.40	87
078-0445 SOFTWARE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0700 PHYSICIAN, NON/EMERG	0	0	17,890.61	17,890.61	0.00	17,890.61	-17,890.61	***
078-0704 PRESCRIPTION DRUGS	0	0	0.00	0.00	0.00	0.00	0.00	***

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - INDIGENT HEALTH CARE

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
078-0708 HOSPITAL, INPATIENT	0	0	47,341.96	47,341.96	0.00	47,341.96	-47,341.96	***	
078-0712 HOSPITAL OUTPATIENT	0	0	59,467.13	59,467.13	0.00	59,467.13	-59,467.13	***	
078-0716 LABORATORY/X RAY	0	0	4,661.80	4,661.80	0.00	4,661.80	-4,661.80	***	
078-0720 SKILLED NURSING FACI	0	0	0.00	0.00	0.00	0.00	0.00	***	
078-0724 FAMILY PLANNING	0	0	0.00	0.00	0.00	0.00	0.00	***	
078-0728 EMERGENCY PHYSICIAN	0	0	232.56	232.56	0.00	232.56	-232.56	***	
078-0732 EMERGENCY HOSPITAL	0	0	0.00	0.00	0.00	0.00	0.00	***	
078-0736 EMERGENCY LABORATORY	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL INDIGENT HEALTH CARE	1,678,612	1,678,612	137,792.94	137,792.94	126.64	137,919.58	1,540,692.42		8

001 - GENERAL FUND - COUNTY LIBRARY

080-0103 SALARY/ASSISTANTS	37,949	37,949	0.00	0.00	0.00	0.00	37,949.00	0	
080-0105 SALARY/EMPLOYEES	459,295	459,295	37,166.90	37,166.90	0.00	37,166.90	422,128.10	8	
080-0108 SALARY/PARTTIME	96,125	96,125	8,315.97	8,315.97	0.00	8,315.97	87,809.03	9	
080-0109 SALARY/SUPERVISOR	49,380	49,380	4,114.98	4,114.98	0.00	4,114.98	45,265.02	8	
080-0201 FICA/MEDICARE	49,225	49,225	3,733.82	3,733.82	0.00	3,733.82	45,491.18	8	
080-0202 GROUP HOSPITAL INSUR	86,400	86,400	6,070.29	6,070.29	0.00	6,070.29	80,329.71	7	
080-0203 RETIREMENT	48,565	48,565	3,839.73	3,839.73	0.00	3,839.73	44,725.27	8	
080-0301 OFFICE SUPPLIES	15,000	15,000	710.37	710.37	1,131.37	1,841.74	13,158.26	12	
080-0325 PRINTING	800	800	0.00	0.00	0.00	0.00	800.00	0	
080-0335 AUTO REPAIR, FUEL, E	250	250	0.00	0.00	0.00	0.00	250.00	0	
080-0336 AUDIO/VISUAL SUPPLIE	11,000	11,000	36.62	36.62	2,433.78	2,470.40	8,529.60	22	
080-0385 INTERNET EXPENSE	12,900	12,900	0.00	0.00	11,724.13	11,724.13	1,175.87	91	
080-0388 CELLULAR PHONE/PAGER	460	460	-26.16	-26.16	0.00	-26.16	486.16	-6	
080-0405 DUES & SUBSCRIPTIONS	450	450	0.00	0.00	0.00	0.00	450.00	0	
080-0416 COMPUTER SERVICE	3,840	3,840	595.00	595.00	0.00	595.00	3,245.00	15	
080-0427 AUTO ALLOWANCE	713	713	138.60	138.60	0.00	138.60	574.40	19	
080-0428 TRAVEL & TRAINING	4,500	4,500	0.00	0.00	0.00	0.00	4,500.00	0	
080-0429 IN/COUNTY TRAVEL	250	250	0.00	0.00	0.00	0.00	250.00	0	
080-0435 BOOKS	115,000	115,000	10,190.62	10,190.62	16,060.09	26,250.71	88,749.29	23	
080-0437 PERIODICALS	15,500	15,500	517.00	517.00	10,306.99	10,823.99	4,676.01	70	
080-0438 BINDING	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0	
080-0449 COMPUTER EQUIPMENT M	4,250	4,250	0.00	0.00	4,172.00	4,172.00	78.00	98	
080-0469 SOFTWARE EXPENSE	16,250	16,250	0.00	0.00	16,121.99	16,121.99	128.01	99	
080-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***	
080-0475 EQUIPMENT	11,000	11,000	0.00	0.00	3,415.00	3,415.00	7,585.00	31	
080-0592 BOOKMOBILE EXPENSE	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0	
TOTAL COUNTY LIBRARY	1,046,102	1,046,102	75,403.74	75,403.74	65,365.35	140,769.09	905,332.91		13

001 - GENERAL FUND - PARKS & SOLID WASTE

081-0105 SALARY/EMPLOYEES	32,427	32,427	2,812.40	2,812.40	0.00	2,812.40	29,614.60	9	
081-0108 SALARY/PARTTIME	4,000	4,000	291.00	291.00	0.00	291.00	3,709.00	7	
081-0109 SALARY/SUPERVISOR	21,004	21,004	1,750.34	1,750.34	0.00	1,750.34	19,253.66	8	
081-0201 FICA/MEDICARE	4,393	4,393	371.31	371.31	0.00	371.31	4,021.69	8	
081-0202 GROUP HOSPITAL INSUR	10,800	10,800	865.83	865.83	0.00	865.83	9,934.17	8	

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - PARKS & SOLID WASTE

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
081-0203 RETIREMENT	4,033	4,033	352.24	352.24	0.00	352.24	3,680.76	9
081-0301 OFFICE SUPPLIES	200	200	0.00	0.00	0.00	0.00	200.00	0
081-0303 SANITATION SUPPLIES	250	250	0.00	0.00	0.00	0.00	250.00	0
081-0337 GASOLINE	3,500	3,500	0.00	0.00	0.00	0.00	3,500.00	0
081-0339 GREASE & OIL	500	500	0.00	0.00	0.00	0.00	500.00	0
081-0340 ANTI/FREEZE	50	50	0.00	0.00	0.00	0.00	50.00	0
081-0341 TIRES & TUBES	1,600	1,600	0.00	0.00	0.00	0.00	1,600.00	0
081-0343 EQUIPMENT PARTS & RE	7,500	7,500	540.35	540.35	519.48	1,059.83	6,440.17	14
081-0388 CELLULAR PHONE/PAGER	1,463	1,463	0.00	0.00	0.00	0.00	1,463.00	0
081-0391 UNIFORMS	1,000	1,000	39.08	39.08	0.00	39.08	960.92	4
081-0418 HIRED SERVICES	2,750	2,750	225.00	225.00	0.00	225.00	2,525.00	8
081-0440 UTILITIES	8,000	8,000	681.04	681.04	0.00	681.04	7,318.96	9
081-0453 DUMPGROUND MAINTENAN	35,500	35,500	0.00	0.00	579.95	579.95	34,920.05	2
081-0460 EQUIPMENT RENTALS	3,000	3,000	0.00	0.00	0.00	0.00	3,000.00	0
081-0470 CAPITALIZED EQUIPMEN	20,000	20,000	0.00	0.00	0.00	0.00	20,000.00	0
081-0514 SPECIAL PROJECTS	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0
081-0530 BUILDING REPAIR	4,000	4,000	38.23	38.23	0.00	38.23	3,961.77	1
081-0553 COUNTY WIDE CLEAN-UP	4,500	4,500	0.00	0.00	0.00	0.00	4,500.00	0
081-0572 HAND TOOLS & EQUIPME	3,600	3,600	743.74	743.74	1,069.99	1,813.73	1,786.27	50
081-0674 CONTRACT SERV	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL PARKS & SOLID WASTE	179,070	179,070	8,710.56	8,710.56	2,169.42	10,879.98	168,190.02	6

001 - GENERAL FUND - TIFB GRANT

083-0301 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0445 SOFTWARE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	0.00	0.00	0.00	***
083-0678 CONTRACT SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL TIFB GRANT	0	0	0.00	0.00	0.00	0.00	0.00	***

001 - GENERAL FUND - EXTENSION SERVICE

090-0102 SALARY/APPOINTED OFF	13,168	13,168	1,097.30	1,097.30	0.00	1,097.30	12,070.70	8
090-0103 SALARY/ASSISTANTS	42,469	42,469	3,539.18	3,539.18	0.00	3,539.18	38,929.82	8
090-0105 SALARY/EMPLOYEES	32,780	32,780	2,731.64	2,731.64	0.00	2,731.64	30,048.36	8
090-0108 SALARY/PARTTIME	6,500	6,500	575.00	575.00	0.00	575.00	5,925.00	9
090-0201 FICA/MEDICARE	6,040	6,040	505.93	505.93	0.00	505.93	5,534.07	8
090-0202 GROUP HOSPITAL INSUR	18,000	18,000	644.42	644.42	0.00	644.42	17,355.58	4
090-0203 RETIREMENT	2,965	2,965	263.77	263.77	0.00	263.77	2,701.23	9
090-0301 OFFICE SUPPLIES	1,100	1,100	339.41	339.41	0.00	339.41	760.59	31
090-0335 AUTO REPAIR, FUEL, E	5,000	5,000	490.47	490.47	0.00	490.47	4,509.53	10
090-0380 HORTICULTURE DEMONST	300	300	0.00	0.00	0.00	0.00	300.00	0
090-0388 CELLULAR PHONE/PAGER	1,200	1,200	0.00	0.00	0.00	0.00	1,200.00	0
090-0393 4/H CLUB STOCK SHOW	3,200	3,200	0.00	0.00	0.00	0.00	3,200.00	0

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - EXTENSION SERVICE

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%
090-0394 HOME DEMONSTRATION E	300	300	42.97	42.97	0.00	42.97	257.03	14
090-0405 DUES & SUBSCRIPTIONS	90	90	90.00	90.00	0.00	90.00	0.00	100
090-0427 AUTO ALLOWANCE	13,860	13,860	1,370.48	1,370.48	0.00	1,370.48	12,489.52	10
090-0428 TRAVEL & TRAINING	3,600	3,600	200.00	200.00	0.00	200.00	3,400.00	6
090-0440 UTILITIES	1,500	1,500	78.30	78.30	0.00	78.30	1,421.70	5
090-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
090-0475 EQUIPMENT	1,150	1,150	0.00	0.00	0.00	0.00	1,150.00	0
090-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
090-0507 AGRICULTURE DEMONSTR	300	300	0.00	0.00	0.00	0.00	300.00	0
090-0571 AUTOMOBILES	28,000	28,000	0.00	0.00	0.00	0.00	28,000.00	0
TOTAL EXTENSION SERVICE	181,522	181,522	11,968.87	11,968.87	0.00	11,968.87	169,553.13	7

001 - GENERAL FUND - COUNTY COURTS

119-0105 SALARY/EMPLOYEES	68,558	68,558	5,713.16	5,713.16	0.00	5,713.16	62,844.84	8
119-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
119-0110 SALARY/COURT REPORTE	36,426	36,426	3,035.50	3,035.50	0.00	3,035.50	33,390.50	8
119-0201 FICA/MEDICARE	8,031	8,031	669.28	669.28	0.00	669.28	7,361.72	8
119-0202 GROUP HOSPITAL INSUR	12,600	12,600	1,010.12	1,010.12	0.00	1,010.12	11,589.88	8
119-0203 RETIREMENT	7,924	7,924	675.40	675.40	0.00	675.40	7,248.60	9
119-0301 OFFICE SUPPLIES	200	200	0.00	0.00	0.00	0.00	200.00	0
119-0411 REPORTING SERVICE	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0
119-0413 COURT APPOINTED ATTO	225,000	225,000	12,709.10	12,709.10	0.00	12,709.10	212,290.90	6
119-0414 JURORS	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
119-0425 WITNESS EXPENSE	3,500	3,500	70.00	70.00	0.00	70.00	3,430.00	2
119-0428 TRAVEL & TRAINING	850	850	0.00	0.00	0.00	0.00	850.00	0
119-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
119-0483 JURORS/MEALS & LODGI	600	600	40.16	40.16	0.00	40.16	559.84	7
TOTAL COUNTY COURTS	369,689	369,689	23,922.72	23,922.72	0.00	23,922.72	345,766.28	6

001 - GENERAL FUND - JUSTICE OF THE PEACE #2 BUILDING

130-0303 SANITATION SUPPLIES	100	100	45.60	45.60	0.00	45.60	54.40	46
130-0358 SAFETY EQUIPMENT	100	100	0.00	0.00	0.00	0.00	100.00	0
130-0418 HIRED SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	***
130-0433 INSPECTION FEES	5	5	0.00	0.00	0.00	0.00	5.00	0
130-0462 OFFICE RENTAL	14,000	14,000	1,045.00	1,045.00	0.00	1,045.00	12,955.00	7
130-0530 BUILDING REPAIR	100	100	0.00	0.00	0.00	0.00	100.00	0
TOTAL JUSTICE OF THE PEACE #2	14,305	14,305	1,090.60	1,090.60	0.00	1,090.60	13,214.40	8

001 - GENERAL FUND - JUSTICE OF THE PEACE #3 BUILDING

131-0303 SANITATION SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0
131-0358 SAFETY EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
131-0418 HIRED SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	***

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - JUSTICE OF THE PEACE #3 BUILDING

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
131-0433 INSPECTION FEES	5	5	0.00	0.00	0.00	0.00	5.00	0
131-0530 BUILDING REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL JUSTICE OF THE PEACE #3	105	105	0.00	0.00	0.00	0.00	105.00	0

001 - GENERAL FUND - SHOP BUILDING

132-0303 SANITATION SUPPLIES	250	250	0.00	0.00	0.00	0.00	250.00	0
132-0358 SAFETY EQUIPMENT	726	726	0.00	0.00	0.00	0.00	726.00	0
132-0418 HIRED SERVICES	180	180	0.00	0.00	180.00	180.00	0.00	100
132-0433 INSPECTION FEES	50	50	0.00	0.00	0.00	0.00	50.00	0
132-0440 UTILITIES	12,500	12,500	429.43	429.43	0.00	429.43	12,070.57	3
132-0530 BUILDING REPAIR	5,000	5,000	138.37	138.37	0.00	138.37	4,861.63	3
TOTAL SHOP BUILDING	18,706	18,706	567.80	567.80	180.00	747.80	17,958.20	4

001 - GENERAL FUND - BELL STREET BUILDING

133-0303 SANITATION SUPPLIES	2,000	2,000	107.24	107.24	172.82	280.06	1,719.94	14
133-0358 SAFETY EQUIPMENT	500	500	0.00	0.00	89.00	89.00	411.00	18
133-0418 HIRED SERVICES	540	540	0.00	0.00	0.00	0.00	540.00	0
133-0433 INSPECTION FEES	15	15	0.00	0.00	0.00	0.00	15.00	0
133-0440 UTILITIES	27,500	27,500	127.12	127.12	0.00	127.12	27,372.88	0
133-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
133-0514 SPECIAL PROJECTS	6,000	6,000	0.00	0.00	0.00	0.00	6,000.00	0
133-0530 BUILDING REPAIR	10,000	10,000	11.40	11.40	362.88	374.28	9,625.72	4
TOTAL BELL STREET BUILDING	46,555	46,555	245.76	245.76	624.70	870.46	45,684.54	2

001 - GENERAL FUND - NORTH BRANCH LIBRARY BUILDING

134-0303 SANITATION SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0
134-0358 SAFETY EQUIPMENT	125	125	0.00	0.00	89.00	89.00	36.00	71
134-0418 HIRED SERVICES	132	132	0.00	0.00	132.00	132.00	0.00	100
134-0433 INSPECTION FEES	10	10	0.00	0.00	0.00	0.00	10.00	0
134-0440 UTILITIES	8,000	8,000	433.23	433.23	0.00	433.23	7,566.77	5
134-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
134-0530 BUILDING REPAIR	1,200	1,200	0.00	0.00	0.00	0.00	1,200.00	0
TOTAL NORTH BRANCH LIBRARY BU	9,567	9,567	433.23	433.23	221.00	654.23	8,912.77	7

001 - GENERAL FUND - WEST BRANCH LIBRARY BUILDING

135-0303 SANITATION SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0
135-0358 SAFETY EQUIPMENT	125	125	0.00	0.00	0.00	0.00	125.00	0
135-0418 HIRED SERVICES	132	132	0.00	0.00	132.00	132.00	0.00	100
135-0433 INSPECTION FEES	5	5	0.00	0.00	0.00	0.00	5.00	0

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - WEST BRANCH LIBRARY BUILDING

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
135-0440 UTILITIES	9,000	9,000	37.82	37.82	0.00	37.82	8,962.18	0
135-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
135-0530 BUILDING REPAIR	3,500	3,500	63.00	63.00	1,879.00	1,942.00	1,558.00	55
TOTAL WEST BRANCH LIBRARY BUI	12,862	12,862	100.82	100.82	2,011.00	2,111.82	10,750.18	16

001 - GENERAL FUND - BUILDING MAINTENANCE

136-0105 SALARY/EMPLOYEES	106,710	106,710	8,892.50	8,892.50	0.00	8,892.50	97,817.50	8
136-0109 SALARY/SUPERVISOR	38,500	38,500	3,208.34	3,208.34	0.00	3,208.34	35,291.66	8
136-0201 FICA/MEDICARE	11,108	11,108	890.97	890.97	0.00	890.97	10,217.03	8
136-0202 GROUP HOSPITAL INSUR	25,200	25,200	2,308.88	2,308.88	0.00	2,308.88	22,891.12	9
136-0203 RETIREMENT	10,960	10,960	934.20	934.20	0.00	934.20	10,025.80	9
136-0301 OFFICE SUPPLIES	400	400	285.78	285.78	0.00	285.78	114.22	71
136-0335 AUTO REPAIR, FUEL, E	750	750	137.88	137.88	104.20	242.08	507.92	32
136-0337 GASOLINE	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0
136-0339 GREASE & OIL	80	80	0.00	0.00	0.00	0.00	80.00	0
136-0340 ANTI/FREEZE	40	40	0.00	0.00	0.00	0.00	40.00	0
136-0341 TIRES & TUBES	250	250	0.00	0.00	0.00	0.00	250.00	0
136-0342 BATTERIES	130	130	0.00	0.00	0.00	0.00	130.00	0
136-0343 EQUIPMENT PARTS & RE	250	250	0.00	0.00	0.00	0.00	250.00	0
136-0351 SHOP SUPPLIES	300	300	0.00	0.00	0.00	0.00	300.00	0
136-0358 SAFETY EQUIPMENT	300	300	76.72	76.72	0.00	76.72	223.28	26
136-0388 CELLULAR PHONE/PAGER	2,886	2,886	239.57	239.57	2,055.00	2,294.57	591.43	80
136-0391 UNIFORMS	3,192	3,192	69.24	69.24	0.00	69.24	3,122.76	2
136-0428 TRAVEL & TRAINING	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
136-0464 COMMUNICATIONS EQUIP	0	0	0.00	0.00	0.00	0.00	0.00	***
136-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
136-0475 EQUIPMENT	600	600	577.00	577.00	0.00	577.00	23.00	96
136-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
136-0572 HAND TOOLS & EQUIPME	2,000	2,000	1,373.52	1,373.52	153.71	1,527.23	472.77	76
TOTAL BUILDING MAINTENANCE	206,656	206,656	18,994.60	18,994.60	2,312.91	21,307.51	185,348.49	10

001 - GENERAL FUND - TAX ASSESSOR DRIVE_UP BOOTH

137-0530 BUILDING REPAIR	1,000	1,000	40.18	40.18	0.00	40.18	959.82	4
TOTAL TAX ASSESSOR DRIVE_UP B	1,000	1,000	40.18	40.18	0.00	40.18	959.82	4

001 - GENERAL FUND - HOUSEKEEPING DEPARTMENT

138-0105 SALARY/EMPLOYEES	104,340	104,340	7,648.57	7,648.57	0.00	7,648.57	96,691.43	7
138-0108 SALARY/PARTTIME	35,625	35,625	2,484.13	2,484.13	0.00	2,484.13	33,140.87	7
138-0109 SALARY/SUPERVISOR	20,475	20,475	1,685.21	1,685.21	0.00	1,685.21	18,789.79	8
138-0201 FICA/MEDICARE	12,346	12,346	876.49	876.49	0.00	876.49	11,469.51	7
138-0202 GROUP HOSPITAL INSUR	28,800	28,800	2,299.40	2,299.40	0.00	2,299.40	26,500.60	8
138-0203 RETIREMENT	12,181	12,181	912.33	912.33	0.00	912.33	11,268.67	7

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - HOUSEKEEPING DEPARTMENT

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%D
138-0301 OFFICE SUPPLIES	350	350	0.00	0.00	0.00	0.00	350.00	0
138-0343 EQUIPMENT PARTS & RE	500	500	0.00	0.00	0.00	0.00	500.00	0
138-0351 SHOP SUPPLIES	400	400	7.00	7.00	0.00	7.00	393.00	2
138-0388 CELLULAR PHONE/PAGER	624	624	59.00	59.00	0.00	59.00	565.00	9
138-0391 UNIFORMS	2,800	2,800	62.24	62.24	0.00	62.24	2,737.76	2
138-0427 AUTO ALLOWANCE	950	950	0.00	0.00	0.00	0.00	950.00	0
138-0428 TRAVEL & TRAINING	300	300	0.00	0.00	0.00	0.00	300.00	0
138-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
138-0475 EQUIPMENT	2,450	2,450	0.00	0.00	518.00	518.00	1,932.00	21
138-0572 HAND TOOLS & EQUIPME	250	250	0.00	0.00	0.00	0.00	250.00	0
TOTAL HOUSEKEEPING DEPARTMENT	222,391	222,391	16,034.37	16,034.37	518.00	16,552.37	205,838.63	7

001 - GENERAL FUND - COURT STREET ANNEX

139-0303 SANITATION SUPPLIES	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	0
139-0358 SAFETY EQUIPMENT	240	240	0.00	0.00	0.00	0.00	240.00	0
139-0418 HIRED SERVICES	6,874	6,874	514.26	514.26	6,634.04	7,148.30	-274.30	104
139-0433 INSPECTION FEES	944	944	0.00	0.00	0.00	0.00	944.00	0
139-0440 UTILITIES	56,000	56,000	3,541.07	3,541.07	0.00	3,541.07	52,458.93	6
139-0514 SPECIAL PROJECTS	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0
139-0530 BUILDING REPAIR	17,500	17,500	42.60	42.60	1,283.56	1,326.16	16,173.84	8
TOTAL COURT STREET ANNEX	85,558	85,558	4,097.93	4,097.93	7,917.60	12,015.53	73,542.47	14

001 - GENERAL FUND - COURTHOUSE BUILDING

140-0303 SANITATION SUPPLIES	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0
140-0352 YARD SUPPLIES	1,750	1,750	0.00	0.00	0.00	0.00	1,750.00	0
140-0358 SAFETY EQUIPMENT	500	500	0.00	0.00	0.00	0.00	500.00	0
140-0418 HIRED SERVICES	9,488	9,488	553.49	553.49	8,916.00	9,469.49	18.51	100
140-0433 INSPECTION FEES	1,325	1,325	0.00	0.00	0.00	0.00	1,325.00	0
140-0440 UTILITIES	78,000	78,000	4,457.19	4,457.19	0.00	4,457.19	73,542.81	6
140-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
140-0514 SPECIAL PROJECTS	7,500	7,500	0.00	0.00	0.00	0.00	7,500.00	0
140-0530 BUILDING REPAIR	25,000	25,000	220.38	220.38	2,227.23	2,447.61	22,552.39	10
TOTAL COURTHOUSE BUILDING	128,563	128,563	5,231.06	5,231.06	11,143.23	16,374.29	112,188.71	13

001 - GENERAL FUND - EDD B. KEYES BUILDING

141-0303 SANITATION SUPPLIES	5,000	5,000	230.95	230.95	709.50	940.45	4,059.55	19
141-0358 SAFETY EQUIPMENT	300	300	0.00	0.00	170.96	170.96	129.04	57
141-0418 HIRED SERVICES	10,332	10,332	776.51	776.51	9,720.27	10,496.78	-164.78	102
141-0433 INSPECTION FEES	1,478	1,478	0.00	0.00	0.00	0.00	1,478.00	0
141-0440 UTILITIES	107,500	107,500	6,380.14	6,380.14	0.00	6,380.14	101,119.86	6
141-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
141-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - EDD B. KEYES BUILDING

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Ud
141-0514 SPECIAL PROJECTS	0	0	4.90	4.90	0.00	4.90	-4.90	***
141-0530 BUILDING REPAIR	25,000	25,000	180.64	180.64	402.85	583.49	24,416.51	2
TOTAL EDD B. KEYES BUILDING	149,610	149,610	7,573.14	7,573.14	11,003.58	18,576.72	131,033.28	12

001 - GENERAL FUND - JAIL BUILDING

142-0327 KITCHEN REPAIRS	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
142-0383 GENERATOR FUEL	500	500	0.00	0.00	0.00	0.00	500.00	0
142-0418 HIRED SERVICES	18,184	18,184	0.00	0.00	14,055.00	14,055.00	4,129.00	77
142-0433 INSPECTION FEES	905	905	0.00	0.00	0.00	0.00	905.00	0
142-0440 UTILITIES	230,000	230,000	14,007.12	14,007.12	0.00	14,007.12	215,992.88	6
142-0465 SURVEILLANCE SYSTEM	25,800	25,800	868.63	868.63	427.25	1,295.88	24,504.12	5
142-0530 BUILDING REPAIR	38,400	38,400	710.58	710.58	5,638.53	6,349.11	32,050.89	17
142-0576 LAUNDRY EQUIPMENT	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
TOTAL JAIL BUILDING	315,789	315,789	15,586.33	15,586.33	20,120.78	35,707.11	280,081.89	11

001 - GENERAL FUND - SHERIFF BUILDING

143-0303 SANITATION SUPPLIES	2,000	2,000	0.00	0.00	0.00	0.00	2,000.00	0
143-0352 YARD SUPPLIES	250	250	0.00	0.00	0.00	0.00	250.00	0
143-0358 SAFETY EQUIPMENT	300	300	0.00	0.00	0.00	0.00	300.00	0
143-0383 GENERATOR FUEL	150	150	0.00	0.00	0.00	0.00	150.00	0
143-0418 HIRED SERVICES	264	264	0.00	0.00	264.00	264.00	0.00	100
143-0433 INSPECTION FEES	20	20	0.00	0.00	0.00	0.00	20.00	0
143-0440 UTILITIES	34,000	34,000	2,297.91	2,297.91	0.00	2,297.91	31,702.09	7
143-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
143-0530 BUILDING REPAIR	10,000	10,000	16.70	16.70	110.00	126.70	9,873.30	1
TOTAL SHERIFF BUILDING	46,984	46,984	2,314.61	2,314.61	374.00	2,688.61	44,295.39	6

001 - GENERAL FUND - JUVENILE DETENTION BUILDING

144-0303 SANITATION SUPPLIES	2,000	2,000	136.25	136.25	82.32	218.57	1,781.43	11
144-0327 KITCHEN REPAIRS	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
144-0352 YARD SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0
144-0358 SAFETY EQUIPMENT	240	240	0.00	0.00	0.00	0.00	240.00	0
144-0418 HIRED SERVICES	1,660	1,660	0.00	0.00	1,420.00	1,420.00	240.00	86
144-0433 INSPECTION FEES	1,184	1,184	0.00	0.00	0.00	0.00	1,184.00	0
144-0440 UTILITIES	37,500	37,500	2,636.59	2,636.59	0.00	2,636.59	34,863.41	7
144-0530 BUILDING REPAIR	9,000	9,000	860.87	860.87	0.00	860.87	8,139.13	10
144-0576 LAUNDRY EQUIPMENT	750	750	0.00	0.00	0.00	0.00	750.00	0
TOTAL JUVENILE DETENTION BUIL	53,434	53,434	3,633.71	3,633.71	1,502.32	5,136.03	48,297.97	10

Statement of Expenditures - Budget vs Actual

GENERAL FUND

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

001 - GENERAL FUND - TURNER BUILDING

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
145-0303 SANITATION SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	0
145-0418 HIRED SERVICES	180	180	0.00	0.00	180.00	180.00	0.00	100
145-0433 INSPECTION FEES	50	50	0.00	0.00	0.00	0.00	50.00	0
145-0440 UTILITIES	7,000	7,000	391.54	391.54	0.00	391.54	6,608.46	6
145-0514 SPECIAL PROJECTS	500	500	0.00	0.00	0.00	0.00	500.00	0
145-0530 BUILDING REPAIR	2,500	2,500	0.00	0.00	430.00	430.00	2,070.00	17
TOTAL TURNER BUILDING	10,330	10,330	391.54	391.54	610.00	1,001.54	9,328.46	10

001 - GENERAL FUND - WEBB BUILDING

146-0303 SANITATION SUPPLIES	200	200	0.00	0.00	0.00	0.00	200.00	0
146-0358 SAFETY EQUIPMENT	100	100	0.00	0.00	0.00	0.00	100.00	0
146-0418 HIRED SERVICES	132	132	0.00	0.00	132.00	132.00	0.00	100
146-0433 INSPECTION FEES	10	10	0.00	0.00	0.00	0.00	10.00	0
146-0440 UTILITIES	2,000	2,000	398.62	398.62	0.00	398.62	1,601.38	20
146-0530 BUILDING REPAIR	500	500	0.00	0.00	0.00	0.00	500.00	0
TOTAL WEBB BUILDING	2,942	2,942	398.62	398.62	132.00	530.62	2,411.38	18

001 - GENERAL FUND - CONTINGENCY

192-0601 RESERVES	320,000	320,000	0.00	0.00	0.00	0.00	320,000.00	0
TOTAL CONTINGENCY	320,000	320,000	0.00	0.00	0.00	0.00	320,000.00	0

001 - GENERAL FUND - OTHER REVENUE

390-3901 COMMUNITY SUPERVISIO	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL OTHER REVENUE	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL GENERAL FUND	20,467,888	20,467,888	1,559,360.08	1,559,360.08	156,125.05	1,715,485.13	18,752,402.87	8

Statement of Expenditures - Budget vs Actual

ROAD & BRIDGE PRECINCT 1 & 3

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

005 - ROAD & BRIDGE PRECINCT 1 & 3 - CONTINGENCY

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%Jd
192-0601 RESERVES	363,000	363,000	0.00	0.00	0.00	0.00	363,000.00	0
TOTAL CONTINGENCY	363,000	363,000	0.00	0.00	0.00	0.00	363,000.00	0

005 - ROAD & BRIDGE PRECINCT 1 & 3 - ROAD & BRIDGE PRECINCT 1 & 3

198-0105 SALARY/EMPLOYEES	58,209	58,209	4,850.74	4,850.74	0.00	4,850.74	53,358.26	8
198-0109 SALARY/SUPERVISOR	31,922	31,922	2,185.30	2,185.30	0.00	2,185.30	29,736.70	7
198-0117 SALARY/ROAD SUPERINT	0	0	2,660.18	2,660.18	0.00	2,660.18	-2,660.18	***
198-0123 SALARY/EMPLOYEES PRC	296,902	296,902	18,485.75	18,485.75	0.00	18,485.75	278,416.25	6
198-0201 FICA/MEDICARE	29,608	29,608	2,142.66	2,142.66	0.00	2,142.66	27,465.34	7
198-0202 GROUP HOSPITAL INSUR	72,000	72,000	4,762.11	4,762.11	0.00	4,762.11	67,237.89	7
198-0203 RETIREMENT	29,211	29,211	2,114.56	2,114.56	0.00	2,114.56	27,096.44	7
198-0204 WORKERS COMPENSATION	9,381	9,381	0.00	0.00	0.00	0.00	9,381.00	0
198-0205 UNEMPLOYMENT INSURAN	751	751	220.29	220.29	0.00	220.29	530.71	29
198-0301 OFFICE SUPPLIES	0	0	193.64	193.64	0.00	193.64	-193.64	***
198-0337 GASOLINE	24,000	24,000	50.00	50.00	0.00	50.00	23,950.00	0
198-0338 DIESEL FUEL	31,000	31,000	379.60	379.60	0.00	379.60	30,620.40	1
198-0339 GREASE & OIL	3,500	3,500	0.00	0.00	0.00	0.00	3,500.00	0
198-0340 ANTI/FREEZE	150	150	0.00	0.00	0.00	0.00	150.00	0
198-0341 TIRES & TUBES	16,000	16,000	65.50	65.50	0.00	65.50	15,934.50	0
198-0343 EQUIPMENT PARTS & RE	60,000	60,000	3,922.84	3,922.84	2,194.45	6,117.29	53,882.71	10
198-0356 MAINT & PAVING/PRCT	240,000	240,000	70.16	70.16	3,354.64	3,424.80	236,575.20	1
198-0357 MAINT & PAVING/PRCT	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0379 RIGHT OF WAY ACQUISI	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0388 CELLULAR PHONE/PAGER	4,000	4,000	200.61	200.61	0.00	200.61	3,799.39	5
198-0391 UNIFORMS	6,000	6,000	180.30	180.30	0.00	180.30	5,819.70	3
198-0440 UTILITIES	2,500	2,500	115.04	115.04	0.00	115.04	2,384.96	5
198-0460 EQUIPMENT RENTALS	3,000	3,000	135.00	135.00	2,075.25	2,210.25	789.75	74
198-0464 COMMUNICATIONS EQUIP	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0475 EQUIPMENT	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
198-0514 SPECIAL PROJECTS	60,000	60,000	0.00	0.00	0.00	0.00	60,000.00	0
198-0571 AUTOMOBILES	27,000	27,000	0.00	0.00	0.00	0.00	27,000.00	0
198-0573 ROAD EQUIPMENT	180,000	180,000	0.00	0.00	0.00	0.00	180,000.00	0
198-0578 MEDICAL TESTING/DRUG	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0
198-0675 PROFESSIONAL FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL ROAD & BRIDGE PRECINCT	1,187,134	1,187,134	42,734.28	42,734.28	7,624.34	50,358.62	1,136,775.38	4
TOTAL ROAD & BRIDGE PRECINCT	1,550,134	1,550,134	42,734.28	42,734.28	7,624.34	50,358.62	1,499,775.38	3

Statement of Expenditures - Budget vs Actual

ROAD & BRIDGE PRECINCT 2 & 4

The Software Group, Inc.

For the Month of October and the 1 Months Ending October 31, 2001

006 - ROAD & BRIDGE PRECINCT 2 & 4 - CONTINGENCY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	..Encumbrances	.YTD Exp + Enc	.UnEnc Balance	%	Ud
192-0601 RESERVES	275,000	275,000	0.00	0.00	0.00	0.00	275,000.00	0	
TOTAL CONTINGENCY	275,000	275,000	0.00	0.00	0.00	0.00	275,000.00	0	

006 - ROAD & BRIDGE PRECINCT 2 & 4 - ROAD & BRIDGE PRECINCT 2 & 4

199-0105 SALARY/EMPLOYEES	58,209	58,209	4,850.74	4,850.74	0.00	4,850.74	53,358.26	8	
199-0109 SALARY/SUPERVISOR	35,251	35,251	2,410.14	2,410.14	0.00	2,410.14	32,840.86	7	
199-0117 SALARY/ROAD SUPERINT	0	0	2,937.54	2,937.54	0.00	2,937.54	-2,937.54	***	
199-0124 SALARY/EMPLOYEES PRC	306,380	306,380	20,251.18	20,251.18	0.00	20,251.18	286,128.82	7	
199-0201 FICA/MEDICARE	30,588	30,588	2,336.43	2,336.43	0.00	2,336.43	28,251.57	8	
199-0202 GROUP HOSPITAL INSUR	72,000	72,000	3,609.99	3,609.99	0.00	3,609.99	68,390.01	5	
199-0203 RETIREMENT	30,178	30,178	2,413.82	2,413.82	0.00	2,413.82	27,764.18	8	
199-0204 WORKERS COMPENSATION	11,383	11,383	0.00	0.00	0.00	0.00	11,383.00	0	
199-0205 UNEMPLOYMENT INSURAN	912	912	238.03	238.03	0.00	238.03	673.97	26	
199-0301 OFFICE SUPPLIES	50	50	0.00	0.00	0.00	0.00	50.00	0	
199-0337 GASOLINE	25,000	25,000	3,871.17	3,871.17	0.00	3,871.17	21,128.83	15	
199-0338 DIESEL FUEL	50,000	50,000	2,421.65	2,421.65	0.00	2,421.65	47,578.35	5	
199-0339 GREASE & OIL	4,000	4,000	0.00	0.00	0.00	0.00	4,000.00	0	
199-0340 ANTI/FREEZE	475	475	0.00	0.00	0.00	0.00	475.00	0	
199-0341 TIRES & TUBES	14,000	14,000	59.09	59.09	370.04	429.13	13,570.87	3	
199-0342 BATTERIES	0	0	0.00	0.00	0.00	0.00	0.00	***	
199-0343 EQUIPMENT PARTS & RE	50,000	50,000	2,286.14	2,286.14	430.26	2,716.40	47,283.60	5	
199-0357 MAINT & PAVING/PRCT	252,000	252,000	0.00	0.00	6,875.50	6,875.50	245,124.50	3	
199-0388 CELLULAR PHONE/PAGER	5,000	5,000	280.50	280.50	0.00	280.50	4,719.50	6	
199-0391 UNIFORMS	6,000	6,000	216.10	216.10	0.00	216.10	5,783.90	4	
199-0420 R&B 2/4 TELEPHONE	0	0	13.27	13.27	0.00	13.27	-13.27	***	
199-0428 TRAVEL & TRAINING	50	50	0.00	0.00	0.00	0.00	50.00	0	
199-0440 UTILITIES	15,000	15,000	23.33	23.33	0.00	23.33	14,976.67	0	
199-0460 EQUIPMENT RENTALS	2,500	2,500	0.00	0.00	0.00	0.00	2,500.00	0	
199-0464 COMMUNICATIONS EQUIP	0	0	0.00	0.00	0.00	0.00	0.00	***	
199-0470 CAPITALIZED EQUIPMEN	5,000	5,000	0.00	0.00	0.00	0.00	5,000.00	0	
199-0571 AUTOMOBILES	50,000	50,000	0.00	0.00	0.00	0.00	50,000.00	0	
199-0573 ROAD EQUIPMENT	180,000	180,000	0.00	0.00	0.00	0.00	180,000.00	0	
199-0578 MEDICAL TESTING/DRUG	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	0	
199-0593 LATERAL ROAD PAVING	0	0	0.00	0.00	0.00	0.00	0.00	***	
199-0675 PROFESSIONAL FEES	0	0	0.00	0.00	0.00	0.00	0.00	***	
TOTAL ROAD & BRIDGE PRECINCT	1,204,976	1,204,976	48,219.12	48,219.12	7,675.80	55,894.92	1,149,081.08	5	
TOTAL ROAD & BRIDGE PRECINCT	1,479,976	1,479,976	48,219.12	48,219.12	7,675.80	55,894.92	1,424,081.08	4	
TOTAL FOR REPORTED FUNDS	23,497,998	23,497,998	1,650,313.48	1,650,313.48	171,425.19	1,821,738.67	21,676,259.33	8	

BALLOT
FOR THE SELECTION OF MEMBERS
TO THE BOARD OF DIRECTORS
OF THE TOM GREEN COUNTY APPRAISAL DISTRICT
FOR THE 2002-2003 TERM

NAME OF THE TAXING UNIT: Tom Green County

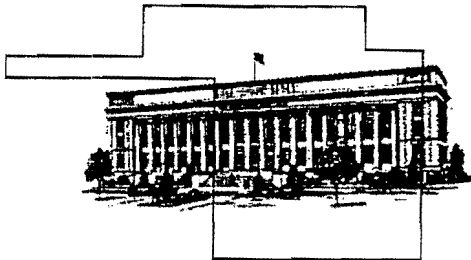
NUMBER OF VOTES TO WHICH THIS UNIT IS ENTITLED: 935

<u>NOMINEE NAME:</u>	<u>NUMBER OF VOTES CAST</u>
Burnett, Dick	<u>187</u>
Denis, A. H. "Chico"	<u>187</u>
Gomez, Louis P.	<u>187</u>
Pflugger, Walter W.	<u>187</u>
Phillips, John D.	<u>187</u>
TOTAL.....	<u>935</u>

DATE OF VOTING ACTION: November 14, 2001.

PRESIDING OFFICER SIGNATURE: Michael Brown

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
 Purchasing Agent
 124 W. Beauregard
 San Angelo, Texas 76903

QUOTE NO:01-017
 RETURN QUOTE BY:
 October 30, 2001 2:00 PM
 FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "2-Wheel Drive Farm/Agriculture Type Tractor" for the TGC Parks Department. Please quote your lowest and best price for the following items.

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1	2-Wheel Drive Farm/Agriculture Type Tractor 35 - 45 HP Diesel Engine 3 Point Hook-up Independent 540 RPM PTO 'Solid' ROPS 4-6 Speed Transmission with Hi-Lo Range and Shuttle Adjustable Seat 75016 Front Tires Minimum 13 X 24 Rear Tires	\$ <u>14,650⁰⁰</u> ea.

Warranty: 2 years, 2000 hrs

Please list any additional Specifications and Accessories Available

39.6 PTO HP; 45 Engine HP
Deluxe 3-pt 14.9 X 24 Rear
7.5 LX 15

Amount
N/C

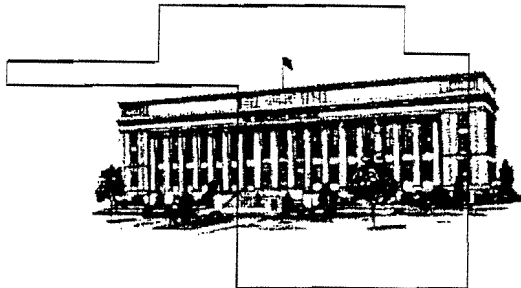
COMPANY: San Angelo Ford Tractor
PLEASE PRINT

10-30-01
Date

REPRESENTATIVE'S NAME: Marty Behrens
 ADDRESS: 301 E 19th
San Angelo TX 76903
 TELEPHONE: (915) 653-2121
 FAX NUMBER: (915) 653-5904


 AUTHORIZED SIGNATURE

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
Purchasing Agent
124 W. Beauregard
San Angelo, Texas 76903

QUOTE NO:01-017
RETURN QUOTE BY:
October 30, 2001 2:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "2-Wheel Drive Farm/Agriculture Type Tractor" for the TGC Parks Department. Please quote your lowest and best price for the following items.

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1	<i>JOHN DEERE</i> 2-Wheel Drive Farm/Agriculture Type Tractor 35 - 45 HP <i>(40 PTO HP)</i> Diesel Engine 3 Point Hook-up Independent 540 RPM PTO 'Solid' ROPS <i>(FOLDING ROPS, EXCEEDS)</i> 4-6 Speed Transmission with Hi-Lo Range and Shuttle <i>(8F14R, EXCEEDS)</i> Adjustable Seat 75016 Front Tires Minimum 13 X 24 Rear Tires <i>(14.9-28, EXCEEDS)</i>	\$ <u>14,900.00</u> ea.

Warranty: 2 years

Please list any additional Specifications and Accessories Available Amount

COMPANY: PORTER HENDERSON Impl. Co.
PLEASE PRINT

10-30-01
Date

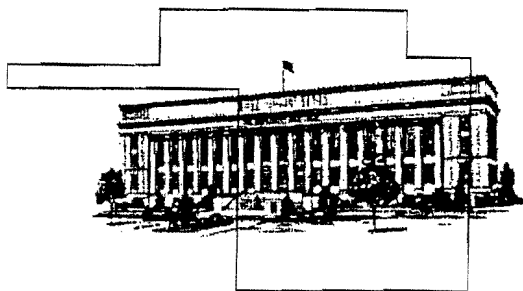
REPRESENTATIVE'S NAME: JOHN WEARDEN
ADDRESS: 3993 TRACTOR TRAIL
SAN ANGELO, TX 76905

TELEPHONE: 915-653-4541

FAX NUMBER: 915-658-5073

John Wearden
AUTHORIZED SIGNATURE

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
Purchasing Agent
124 W. Beauregard
San Angelo, Texas 76903

QUOTE NO:01-017
RETURN QUOTE BY:
October 30, 2001 2:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "2-Wheel Drive Farm/Agriculture Type Tractor" for the TGC Parks Department. Please quote your lowest and best price for the following items.

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1	2-Wheel Drive Farm/Agriculture Type Tractor 35 - 45 HP Diesel Engine 3 Point Hook-up Independent 540 RPM PTO 'Solid' ROPS 4-6 Speed Transmission with Hi-Lo Range and Shuttle Adjustable Seat 75016 Front Tires Minimum 13 X 24 Rear Tires	\$ <u>16500</u> ea.

Warranty: 1 years or 2000 hrs

Please list any additional Specifications and Accessories Available Amount

COMPANY: Concho Valley Imp.
PLEASE PRINT

Oct 30, 2001
Date

REPRESENTATIVE'S NAME: Billy Goetz

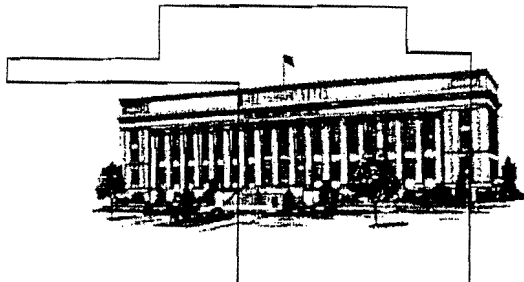
ADDRESS: 620 W Bell
San Angelo TX 76903

TELEPHONE: 915-653-3273

FAX NUMBER: 915-658-5582

Billy Goetz
AUTHORIZED SIGNATURE

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
Purchasing Agent
124 W. Beauregard
San Angelo, Texas 76903

QUOTE NO:01-018
RETURN QUOTE BY:
October 30, 2001 2:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "Commercial Type Zero Turn Riding Mower" for the TGC Parks Department. Please quote your lowest and best price for the following items.

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1	Commercial Type Zero Turn Riding Mower Air Cooled Gasoline Engine Rated 20 - 25 HP Minimum 8 gal. Gas Tank Heavy Duty Frame and Deck Minimum 50" Cutting Deck Adjustable Cutting Height Anti-Scalp Deck Rollers - Minimum 4 Front Deck Caster Wheels Hydrostatic Drive Parking Break	\$ <u>7,000.00</u> ea.

Warranty: 2 year or _____ - hours

Please list any additional Specifications and Accessories Available Amount

61" cut, Rear Suspension, 25 HP

COMPANY: Combs Bike Shop

PLEASE PRINT

10.30.01
Date

REPRESENTATIVE'S NAME: Randall Smith

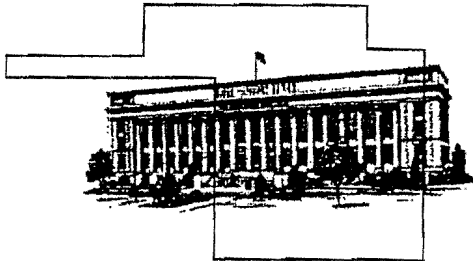
ADDRESS: 2015 Austin
San Angelo TX

TELEPHONE: 915.658.7373

FAX NUMBER: 915.653.4956

Randall Smith
AUTHORIZED SIGNATURE

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
Purchasing Agent
124 W. Beauregard
San Angelo, Texas 76903

QUOTE NO:01-018
RETURN QUOTE BY:
October 30, 2001 2:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "Commercial Type Zero Turn Riding Mower" for the TGC Parks Department. Please quote your lowest and best price for the following items.

Item	Description	Cost
1	Commercial Type Zero Turn Riding Mower Air Cooled Gasoline Engine Rated 20 - 25 HP Minimum 8 gal. Gas Tank Heavy Duty Frame and Deck Minimum 50" Cutting Deck Adjustable Cutting Height Anti-Scalp Deck Rollers - Minimum 4 Front Deck Caster Wheels Hydrostatic Drive Parking Break	\$ <u>7050</u> ^{ea} ea.

Warranty: 1 year or N/A - hours

Please list any additional Specifications and Accessories Available

22HP Kohler / 60" Deck

Amount

N/A

COMPANY: San Angelo Ford Tractor

PLEASE PRINT

10-30-01

Date

REPRESENTATIVE'S NAME: Marty Behrens

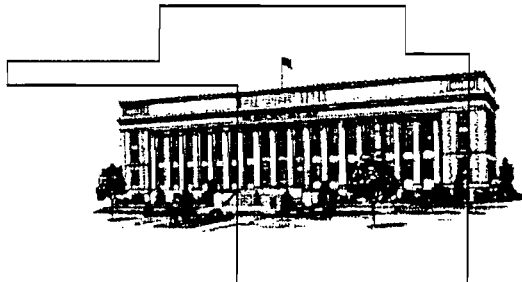
ADDRESS: 801 E. 19th
San Angelo, TX 76903

TELEPHONE: (915) 653-2121

FAX NUMBER: 653-5904

[Signature]
AUTHORIZED SIGNATURE

TOM GREEN COUNTY



REQUEST FOR QUOTATION

JOHNNY GRIMALDO
Purchasing Agent
124 W. Beauregard
San Angelo, Texas 76903

QUOTE NO:01-018
RETURN QUOTE BY:
October 30, 2001 2:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining quotes for "Commercial Type Zero Turn Riding Mower" for the TGC Parks Department. Please quote your lowest and best price for the following items.

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1	Commercial Type Zero Turn Riding Mower Air Cooled Gasoline Engine Rated 20 - 25 HP Minimum 8 gal. Gas Tank Heavy Duty Frame and Deck Minimum 50" Cutting Deck Adjustable Cutting Height Anti-Scalp Deck Rollers - Minimum 4 Front Deck Caster Wheels Hydrostatic Drive Parking Break <i>Singls Unit FREIGHT</i>	\$ <u>6,799.96</u> ea.
	Warranty: <u>2 YEARS</u> year or _____ - hours <i>3 YEARS ON SPINDLE ASSES.</i>	<u>200.00</u> <u>6,999.96</u>
	Please list any additional Specifications and Accessories Available <i>HUSQUARNA MD # 6125 25 HP AIR COOLED GASOLINE EQUIPMENT, 61" DECK, 6 ADJUSTABLE ANTI-SCALP ROLLERS, TOTAL FUEL CAPACITY 11.4 GALS</i>	Amount No charge
	COMPANY: <u>D.M. Outdoor Power Equipment</u> PLEASE PRINT	<u>10/30/01</u> Date
	REPRESENTATIVE'S NAME: <u>David K. Melton</u>	
	ADDRESS: <u>5862 W. Houston Heights</u> <u>SAN ANGELO, TX 76901</u>	
	TELEPHONE: <u>915-949-1177</u>	
	FAX NUMBER: <u>915-949-2999</u>	
	 _____ AUTHORIZED SIGNATURE	

COMMISSIONERS' COURT TOM GREEN COUNTY



LINE ITEM TRANSFER

Michael D. Brown
County Judge

November 14, 2001

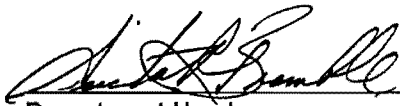
Fund: General Fund

FY 2002

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
081 Parks & Solid Waste	0572 Hand Tools & Equipment	1,650.00	
081 Parks & Solid Waste	0470 Capitalized Equipment		1,650.00

Reason


To reallocate funds for cost of New Holland tractor.



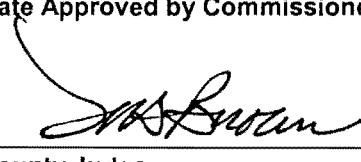
Department Head

Nov. 14, 2001

Date Approved by Commissioners' Court



Auditor



County Judge



Attest - County Clerk



11/14/01

RFQ 01-015
“BULK VENDING”

On September 11, 2001 Mr. James Koca, of L & J Enterprises, was the only vendor to respond to **RFQ 01-015 “Bulk Vending.”** Mr. Koca has submitted his insurance certificate as stated in the “Bulk Vending Policy” approved by the Comm. Court.

TGC will receive **30% commission** on all machines placed by L & J Enterprises. *Employee Enrichment Fund*

Thank You
Johnny Grimaldo

TOM GREEN COUNTY REQUEST FOR QUOTATION

COPY

JOHNNY GRIMALDO
PURCHASING AGENT
915-659-6501

QUOTE NO: 01-015
Page 1 of 1
RETURN QUOTATION BY:
September 11, 2001
4:00 PM
FAX NO. 915-658-7871

Tom Green County is interested in obtaining a RFQ for "Bulk Vending." Tom Green County has adopted a "Bulk Vending Policy" and will award RFQ to the vendor who best meets all of the terms issued in this policy. Vendor will be allowed to place/ operate machines for one full year from the date quote is awarded.

Note :

*All Vendors are required to meet the terms issued in the "Bulk Vending" policy.

<u>Type of Machine</u>	<u>Products Available</u>	<u>Commission to TGC</u>
<u>WATVEND</u>	<u>Choice of</u>	
<u>3 BAY</u>	<u>Gum, M&M, RUMTS, SKITTLES,</u>	<u>50 %</u>
<u>OR</u>	<u>HOT TAMALES, BOSTON BAKED BEANS,</u>	<u>ON ALL %</u>
<u>Single BAY</u>	<u>Jelly BEANS, OR BALL GUM</u>	<u>machines %</u>
<u>Eagle</u>		<u>placed %</u>
		<u>%</u>

Please state any factors that should be considered.

Employees CAN PICK what they would like
in the machines or PRODUCT CAN BE SWITCHED OUT.

COMPANY: L&J ENTERPRISES
PLEASE PRINT

DELIVERY ADDRESS:

Tom Green County
Purchasing Department
124 W. Beauregard
San Angelo, Texas 76903

REPRESENTATIVE'S NAME: JAMES KOCA

ADDRESS: BOX 3452
SAN ANGELO TX 76902

TELEPHONE: 915-655-2944

FAX NUMBER: 915-482-0065

James Koca
AUTHORIZED SIGNATURE

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

9-20-01

PRODUCER

Williams Insurance Agency, Inc.
 PO BOX 68
 Menard, Texas 76859

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** National Lloyds Insurance Co.
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

L and J Enterprises
 & James Koca
 516 Montecito
 San Angelo, Texas 76903

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	GL8002304	10-1-01	10-1-02	GENERAL AGGREGATE \$ 500,000. PRODUCTS-COMP/PROP AGG. \$ 500,000. PERSONAL & ADV. INJURY \$ 500,000. EACH OCCURRENCE \$ 500,000. FIRE DAMAGE (Any one fire) \$ 100,000. MED. EXPENSE (Any one person) \$ 5,000.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
 ADDITIONAL INSURED:
 TOM GREEN COUNTY
 SAN ANGELO, TEXAS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carly Jay Hanner



4309 Maple, Abilene, Texas 79602-8099
Phone (915) 695-6962
FAX (915) 695-6841

October 9, 2001

Deputy Stewart Dickson
Tom Green County
San Angelo, Texas

Stewart,

Attached you will find the revised quote for a one position dispatch console for Tom Green County. The quote is at full list price; the HGAC Discount will be deducted from equipment only.

I have also included a quote for the XTS3000I Portable for your consideration. The only difference in this radio and the XTS3000II, is that it has NO Alpha-Numeric display and 48 channels, instead of 255. Perhaps this will help you plan for more replacement radios in the field, as I know you are in great need.

I hope this new information will be helpful. Please let me know if there is anything else I can do for you.

Sincerely,

A handwritten signature in black ink that reads "Rick". The signature is written in a cursive style with a large, prominent 'R'.

Rick Hanson


MOTOROLA

Texas Communications
902 Arroyo Drive
San Angelo, Texas 76903

Proposal

Customer

Name Tom Green County Sheriff Office
Address 222 West Harris Street
City, St, Zip San Angelo, Texas 76902
Phone (915) 655-8111

Date 10/9/2001
Sales Rick Hanson
Engineer Charlie Campbell

Qty	Model	Description	Unit Price	TOTAL
		Position -- OP 1		
1	B1822	Gold Series Elite - Desktop	9,515.00	9,515.00
1	K570AE	Headset jack w/ 13ft Cable	240.00	240.00
1	K704AA	2nd headset jack	220.00	220.00
1	K572AF	Dual footswitch	96.00	96.00
1	K703	Goose neck microphone	308.00	308.00
1	K153AK	50 foot cable	50.00	50.00
1	K385AB	Primary Supervisor	0.00	0.00
1	BKN6170	Phone Headset Cable	134.00	134.00
				10,563.00
		CEB		
1	B1811 A	Gold Series 1 Card Cage CEB	15,620.00	15,620.00
3	B1840	Conv. Base Interface Module (BIM)	869.00	2,607.00
3	K121BR	Main/Standby 2W Relay	146.00	438.00
1	B1423	Dual Receive Interface Module	1,012.00	1,012.00
				19,677.00
		Licenses		
1	B1827	Gold Series License Manager	110.00	110.00
1	X293	Elite Operator Software License	4,000.00	4,000.00
3	X597AE	Conv. Channel Software License	200.00	600.00
				4,710.00
		Dropship		
1	CDN6282	Base w/out push to talk switch	185.00	185.00
1	CDN6293	Encore Monaural Noise Canceling Headset, w/ tone	145.00	145.00
				330.00

TOTAL 35,280.00

Net after HGAC Discount of 20%	\$28224.00
Add: 1- Computer	1170.00
Add: Installation Labor, Programming, and Optimization	3800.00
	<hr/>
Total	\$33194.00

Delivery: 6 weeks ARO

Prices good for 90 days

Quoted by:
Rick Hanson
(800) 299-6962 EXT 211



NTS Communications

400 Pine Street, Ste. 500
Abilene, Tx 79601-5137
915-672-2011/800-588-8888 fax 915-672-6462

COPY

PURCHASE INVOICE

Customer		Date	
Name	TOM GREEN CO.		10/26/01
Address	1253 W. 19TH	INVOICE NO.	
City	SAN ANGELO State TX ZIP 76904	Customer No:	145276
Phone	915-659-6482	Amount Due	\$15,279.71

PLEASE RETURN THIS SECTION WITH REMITTANCE

Qty	Description	Unit Price	TOTAL
1	TOSHIBA PHONE SYSTEM	\$15,279.71	
	1---RCTUD4/RCTUC3		
	1---DKSUE424		
	4---RCCU		
	3---RCOS		
	4---PDKU2		
	1---DADM2020		
	12---DKT2020S		
	15---DKT2010S		
	INSTALLATION OF CABLE RUNS		
	FULL PAYMENT \$15,279.71		
	50% DOWN \$ 7639.86		
	50% DUE UPON \$ 7639.85		
	INSTALLATION		

SubTotal	\$15,279.71
TAX	\$0.00
TOTAL	\$15,279.71
AMT. PAID	\$0.00
TOTAL DUE	\$15,279.71

Office Use Only

PLEASE RETURN UPPER SECTION WITH REMITTANCE



**NTS Communications
Purchase Agreement**

Quantity	Equipment Description
1	RCTUD4/RCTUC3- Processor
1	DKSUE424- Cabinet
4	RCOU- Co-line Interface Unit
3	RCOS- Co-line Subassembly Unit
4	PDKU2- Standard Telephone Interface Unit
1	DADM2020- 20 Button add on Module
12	DKT2020S- 20 Button Digital Speakerphones
15	DKT2010S- 10 Button Digital Speakerphones
1	Installation of Cable Runs

Total Amount	\$17,955.00
Discount	- 2675.29
Total Amount Due	\$15,279.71

Terms and Conditions Options:

Full Payment	\$15,279.71
50% Down	\$ 7639.86
50% Due upon installation	\$ 7639.85

This equipment is warranted for a period of 2 years upon the date of installation. Lamps, cords, abuse of equipment or acts of God are not covered by warranty. All terms and conditions of this purchase agreement are subject to credit approval by NTS Communications.

Presented By: Angie Hampton

Accepted By: _____

Title: Account Executive

Title: _____

Date: October 24, 2001

Date: _____

232 West Beauregard, Suite 200
San Angelo, Texas 76903
Voice: 915-658-8852
Fax: 915-655-8255
Toll Free 1-800-588-5858

AGREEMENT BETWEEN TOM GREEN COUNTY, TEXAS,
PONDEROSA ESTATES OWNERS ASSOCIATION, AND
THE DOVE CREEK VOLUNTEER FIRE DEPARTMENT

WHEREAS, Tom Green County, Texas, is a political subdivision of the State of Texas;

WHEREAS, Tom Green County, Texas, in an effort to provide a source of water to be utilized by the volunteer fire departments which afford fire protection to the citizens of Tom Green County, including the residents of Ponderosa Estates Subdivision, shall receive funding from the United States Department of Agriculture -- Resource Conservation and Development Program for the construction and installation of a dry hydrant which shall be utilized by volunteer fire departments for fire protection within Tom Green County and surrounding counties (Irion and Schleicher);

WHEREAS, on April 7, 1983, Ponderosa Estates Subdivision was created by the developer, Rio Villa Estates, Inc., upon the execution of the Declaration of Covenants and Restrictions for Sections One and Two of Ponderosa Estates Subdivision (hereinafter referred to as "Declaration"), with this Declaration being filed of record with the County Clerk of Tom Green County. The Declaration was recorded in Volume 770, Page 367 of the Deed Records of Tom Green County, Texas, on April 26, 1983, and the Dedication of Ponderosa Estates Subdivision, Section Two being recorded in Volume 776, Page 121 of the Deed records of Tom Green County, Texas on June 22, 1983;

WHEREAS, the Declaration provided for the creation of Ponderosa Estates Owners Association, a non-profit corporation organized under the laws of the State of Texas;

WHEREAS, the Ponderosa Estates Owners Association has authority over common properties which were intended to be devoted to the common use and enjoyment of the owners of properties located within Ponderosa Estates Subdivision, which includes the Association River Front Park;

WHEREAS, the Ponderosa Estates Owners Association, for and on behalf of the residents of Ponderosa Estates Subdivision and Tom Green County, Texas, have made available to Tom Green County, Texas, such property as necessary for the construction and installation of a dry hydrant within the Association River Front Park;

WHEREAS, Tom Green County, Texas, based upon receipt of funds from the United States Department of Agriculture -- Resource Conservation and Development Program, shall have installed a dry hydrant in the Association River Front Park and will utilize the services of D. K. Webb Construction of Dove Creek, Texas, for the installation of the dry hydrant;

WHEREAS, the dry hydrant shall be installed and constructed in accordance with the specifications of the Soil Conservation Service identified as Construction Specifications (Texas) -- Dry Hydrant -- S-199, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Dove Creek Volunteer Fire Department has agreed to be responsible for the maintenance and operation of the dry hydrant upon its installation;

WHEREAS, Tom Green County, Texas, the Ponderosa Estates Owners Association, and the Dove Creek Volunteer Fire Department Association concur and agree that the dry hydrant shall provide a source of water necessary for fire protection for the residents of Ponderosa Estates Subdivision and the citizens of Tom Green County, Texas, and surrounding counties.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises, mutual promises, and undertakings herein contained, it is mutually agreed by and between the parties as follows:

1. Tom Green County, Texas shall obtain funding from the United States Department of Agriculture -- Resource Conservation Development Program for the installation of a dry hydrant to be utilized by volunteer fire departments for the fire protection of the citizens of Tom Green County, Texas, including the residents of Ponderosa Estates Subdivision.
2. Ponderosa Estates Owners Association shall authorize the installation of the dry hydrant at the Association River Front Park of the Ponderosa Estates Subdivision, Section Two.

3. The dry hydrant shall be utilized by the volunteer fire departments within Tom Green County, Irion County, and Schleicher County, Texas, for obtaining water for the fire protection of real and personal property.
4. The dry hydrant shall be installed and constructed by D. K. Webb Construction of Dove Creek, Texas, in accordance with the specifications and standards promulgated by the Soil Conservation Service identified as Construction Specifications (Texas) -- Dry Hydrant -- S-199, attached hereto and incorporated herein by reference.
5. The dry hydrant and the area adjacent to it shall be maintained by the Dove Creek Volunteer Fire Department, with said volunteer fire department to be responsible for ensuring the dry hydrant is maintained in good working order for the utilization by volunteer fire departments for fire protection for the citizens of Tom Green County, including the residents of Ponderosa Estates Subdivision.
6. Ponderosa Estates Owners Association grants, sells, and conveys unto Tom Green County, Texas, and its assigns the free, uninterrupted and perpetual use of such area as is reasonably necessary within the Association River Front Park located in the Ponderosa Estates Subdivision, Section Two (such area being hereinafter referred to as "easement property,") for the purpose of the

installation, construction, replacement and repair of a dry hydrant.

7. The Ponderosa Estates Owners Association grants, sells and conveys unto the Dove Creek Volunteer Fire Department, and such other volunteer fire departments that may provide fire protection within Tom Green, Irion and Schleicher Counties, Texas, the right to use as much of the easement property and surface property adjacent to the dry hydrant as necessary to construct, improve, modify, maintain, repair, remove and replace the dry hydrant on the easement property;
8. The Ponderosa Estates Owners Association and the Dove Creek Volunteer Fire Department do hereby release, acquit and forever discharge Tom Green County, Texas, and any of its respective agents, employees, elected officials, attorneys, servants or representatives, and any other firms, persons, businesses, corporations or entities in privity with Tom Green County, Texas, of and from any and **all claims and damages** - whether now known or unknown, accrued or that have been or could have been asserted, or which may arise in the future - arising out of, resulting from, or in any manner connected with the construction, installation, repair, replacement, removal and maintenance of a dry hydrant at the Association River

Front Park of the Ponderosa Estates Subdivision, Section Two. "All claims" is defined to mean any and all liability, claims, actions, causes of action, demands, suits, and responsibilities, whether based on contract, tort, common law, statute, or regulation (as may be allowed, authorized, and permitted under federal or state law), or upon any other basis whatsoever. "Damages" means damages of any kind - which have occurred on, before or after the date of this Agreement and which are associated with the real property interest of the Ponderosa Estates Subdivision or the property under the control and authority of the Ponderosa Estates Owners Association - including but not limited to actual damages, compensatory damages, statutory damages, taking damages associated with governmental action, damages to the remainder, damages due to a claim of inverse condemnation, damages due to usage of adjacent property, contractual damages, value and mineral right damages, property damages to the easement property, loss of market value of adjacent real property, attorney fees, appraisal fees, engineering fees, and all other damages of any kind, whether identified herein or not.

9. This Agreement is intended to bar all future litigation or claims against Tom Green County associated with the

construction, installation and maintenance of the dry hydrant at the Association River Front Park of Ponderosa Estates Subdivision.

10. The Ponderosa Estates Owners Association agrees to defend, indemnify and hold harmless Tom Green County, Texas, from any and all claims, demands or causes of action arising in favor of, by, through or under Ponderosa Estates Subdivision and the Ponderosa Estates Owners Association, out of the construction, installation and maintenance on, before, or after the date of this Agreement. Ponderosa Estates Owners Association declares and represents that it is executing this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent and duration of damages and injuries, and it has not been influenced to any extent whatsoever in making this Agreement by any representations, actions, or statements made by Tom Green County, Texas, Richard Easingwood, County Commissioner Precinct 4, nor by any person or persons representing or employed by Tom Green County, Texas.
11. The Dove Creek Volunteer Fire Department agrees to defend, indemnify and hold harmless Tom Green County, Texas, and the Ponderosa Estates Owners Association, from any and all claims, demands or causes of action arising

in favor of, by, through or under the Dove Creek Volunteer Fire Department due to the maintenance and utilization of the dry hydrant, on, before, or after the date of this Agreement. The Dove Creek Volunteer Fire Department declares and represents that it is executing this Agreement relying wholly upon its own judgment, belief, and knowledge of the nature, extent and direction of damages and injuries, and it has not been influenced to any extent whatsoever in making this Agreement by any representations, actions or statements made by Ponderosa Estates Owners Association and Tom Green County, Richard Easingwood, County Commissioner, Precinct 4, nor by any person or persons representing or employed by Tom Green County, Texas.

12. Each provision of this Agreement is intended to be several. If any term, covenant, condition, or provision hereof is illegal or invalid or unenforceable for any reasons whatsoever, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and all such remaining parts hereof shall be legal, valid and enforceable, and have full force and effect as if the illegal, invalid, or unenforceable part had not be included.

13. This Agreement and its terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective representatives, successors and assigns.

EXECUTED this 30 day of October, 2001.

TOM GREEN COUNTY, TEXAS

By: *Michael D. Brown*

Michael D. Brown, acting in his authority as the County Judge of Tom Green County, Texas

PONDEROSA ESTATES OWNERS ASSOCIATION

By: *Jed Cormier*

Jed Cormier, President

By: *Dennis K. Miller*

Dennis K. Miller, Vice President

DOVE CREEK VOLUNTEER FIRE DEPARTMENT

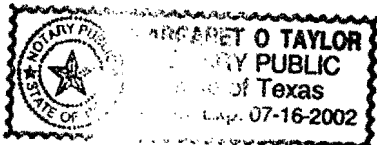
By: *Cue Roberts*

Cue Roberts, President / FIRE CHIEF CRA

STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on October 30, 2001, by Michael D. Brown, County Judge on behalf of Tom Green County, Texas.

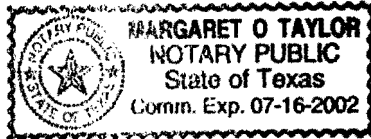
LT O. T.
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF TOM GREEN

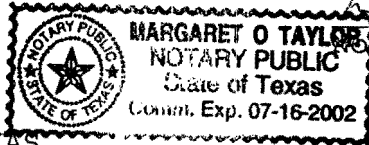
This instrument was acknowledged before me on October 30
_, 2001, by Jed Cormier, President of Ponderosa Estates Owners
Association.

M. O. T.
Notary Public, State of Texas

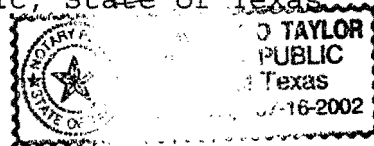


STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on October 30
_, 2001, by Dennis K. Miller, Vice President of Ponderosa Estates
Owners Association.



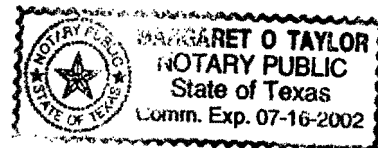
M. O. T.
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on October 25
_, 2001, by Cue Roberts, President of Dove Creek Volunteer Fire
Department.

M. O. T.
Notary Public, State of Texas



SOIL CONSERVATION SERVICE
CONSTRUCTION SPECIFICATIONS
(Texas)

DRY HYDRANT

1. SCOPE

Work shall consist of constructing a dry hydrant and includes all clearing, excavation, backfill, and installation of materials to the lines, grades, and elevations as shown on the drawings and as staked in the field.

2. LOCATION

The location of the dry hydrant shall be as shown on furnished drawings or as staked in the field.

3. PUBLIC AND PRIVATE UTILITIES

All known utilities have been shown on the drawings. However, absence of utilities on construction drawings is not assurance that no utilities are present at the site. The landowners or operators and contractors may be liable for any damage resulting from disruption of service caused by construction activities. If a utility is discovered that is not shown on the construction drawings, work shall cease immediately and an SCS representative shall be notified.

4. MATERIALS

Pipe. Pipe shall meet the following requirements:

- a. Steel pipe shall be standard weight and shall meet the requirements of ASTM Specification A-53. Steel pipe and fittings shall be zinc-coated (galvanized) in accordance with ASTM A-53.

Used steel pipe may be installed provided it is approved by an authorized SCS representative as being essentially equal in quality to new pipe.

- b. Plastic pipe shall be PVC Schedule 40 or SDR-26 or stronger, and shall meet the requirements of ASTM Specification D-1785 or D-2241. Plastic pipe shall be marked in accordance with the above standards or ASTM Specifications and shall include the following:

- (1) Nominal pipe size; e.g., 6"

- (2) Type of plastic pipe material in accordance with Standard Thermo-plastic Pipe Materials Designation Code; e.g., PVC 1120.
- (3) Pressure rating in psi; e.g., 160 psi.
- (4) SDR or Schedule number; e.g., SDR-26 or Sch 40.
- (5) Standard or ASTM designation with which the pipe complies; e.g., ASTM D-2241.
- (6) Manufacturer's name or trademark.

All PVC pipe and fittings exposed to sunlight shall be primed and painted with a high grade epoxy paint.

Pipe Joints. Watertight joints having a strength equal to that of the pipe shall be used. Couplers must be of similar material or completely insulated. Manufacturer's installation specifications shall be followed.

Accessories. The dry hydrant assembly and all accessories shall meet the requirements of the local fire department. Installation shall conform to the manufacturers recommendations.

The intake screen shall be constructed of plastic or steel, or other acceptable material as specified under "Pipe". It may be constructed by boring holes in the pipe. Maximum diameter of the holes should not exceed 3/8". The total cross sectional area of the holes shall equal or exceed 4 times the cross sectional flow area of the pipe. The end of the screen shall be capped to prevent entry of debris.

The under water support shall be constructed of concrete or non-corrosive metal. It shall be of sufficient design to support and stabilize the strainer inlet and to provide ease of adjustment.

Dry hydrant couplers shall be compatible with local fire department equipment.

5. SITE PREPARATION

The dry hydrant access area and pipe location shall be cleared to the extent needed for pipe installation. Clearing and brush removal for safe, line-of-site to the road shall be included. Debris, logs, stumps, and other material resulting from the clearing operation shall be burned, buried, removed from the site, or otherwise disposed of in a manner that does not interfere with pipe installation or vehicle access. Fences encountered within the construction area shall be salvaged and replaced.

SCS-Texas, October, 1993

6. EXCAVATION

Excavation for placement of the dry hydrant pipe and riser shall be done by trenching or other approved methods. Excavation should begin in the pond and proceed toward the hydrant location. Care must be taken during underwater excavation to avoid ridges and valleys in the bottom grade of the trench. The bottom grade shall have a positive slope toward the water source.

Provisions shall be made to insure safe working conditions where unstable soil, trench depth, water, or other conditions can be hazardous to personnel at the job site. If excavations of 5 feet or greater depth are required, the sides of the trench shall be sloped to a stable slope above the 3.5 foot level to avoid side wall caving.

Excavation and shaping that will facilitate and enhance easy on/off road access to the dry hydrant shall be done. Such excavation and shaping shall provide a nearly level, well drained site which will also facilitate operation and maintenance activities.

7. FILL PLACEMENT

If suitable, the material excavated from the pipe trench may be used for pipe backfill. If unsuitable material is encountered during trenching, acceptable backfill shall be obtained from other sources. Material used for backfill for the pipe shall be free from stones over two inches in diameter, or other sharp-edged material that may damage the pipe. Loose, sandy material should be used for backfill until the pipe is covered. After covering the pipe, other excavated material may be used to complete the backfill of the trench.

A minimum of 2 feet of cover over the pipe is required. The soil backfill shall be mounded over the pipe for settlement and to divert surface water.

Backfill material shall be placed in layers not exceeding nine inches thick and compacted. Compaction around the pipe above the water level shall be by hand tamping, manually directed power tampers, or other approved methods. Compaction below the water level shall proceed from the hydrant end and shall be done by soil weight and compaction on the material above the water level. Trench confinement and compaction will force excess water from the fill material. Care must be taken so that loose soil in the water will not be pushed out over the intake screen.

8. ACCESS

Vehicle access to and from the dry hydrant shall be provided for fire truck and pumper units. The access road shall have an all-weather surface (gravel or blacktop), shall be level near the hydrant and well drained, and shall be at least 12 feet wide for ease of movement by personnel and equipment during an emergency. When public roads are used for access, an all-weather road surface adjacent to the dry hydrant and completely off the public road is recommended for safety of emergency personnel and the public.

9. TESTING

The fire department shall run a pump test at the design capacity to confirm satisfactory operation of the installation after the pipe has been backfilled and glue joints have sufficiently cured (24 hours minimum).

10. MARKINGS

The dry hydrant shall be clearly marked with appropriate signs acceptable to the local fire department. Use of reflective paint on signs and connection cap will help improve visibility during emergencies. Guard posts, guard rails, or other physical barriers shall be installed if needed to protect the above ground pipe system.

11. VEGETATION

After the dry hydrant installation, the site shall be graded for surface drainage. All disturbed areas (except the road surface) shall be fertilized and seeded for establishment of vegetation.

To protect from fires, it is recommended that all vegetation be controlled within 5 feet of the dry hydrant riser.

12. OPERATION AND MAINTENANCE

Mowing of the dry hydrant access area shall be performed as necessary to keep the area readily available for emergency use. Aquatic vegetation shall be controlled to prevent clogging of the intake screen. Pump testing of the dry hydrant shall be done at least annually to verify site usability. In-water checks of the intake screen should be made once every five years to determine its condition. The hydrant should be back flushed periodically to remove any silt or debris that may have accumulated on the screen.

13. MEASUREMENT AND PAYMENT

No measurement of quantities shall be made during

SCS-Texas, October, 1993

construction installation. Design quantities listed in the "Bill of Materials" on the drawings shall provide the basis for payment.

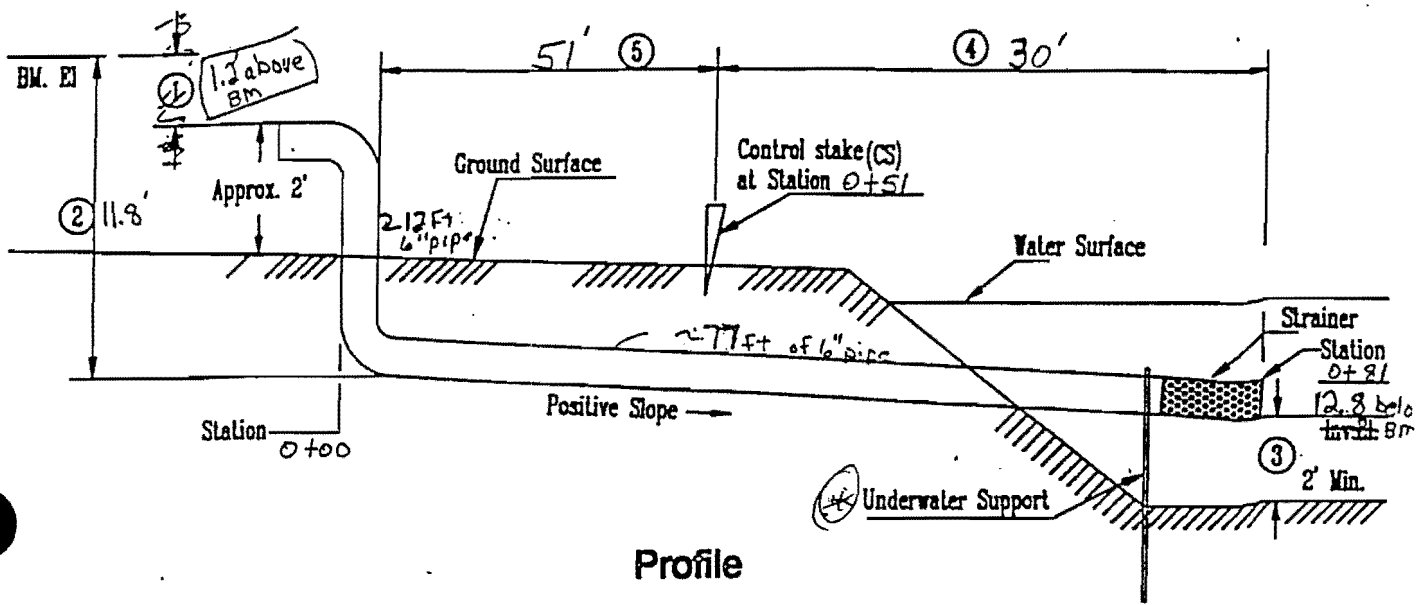
Payment for the work will be "lump sum" for each site based on quantities shown in the "Bill of Materials" and individual site conditions.

14. CONSTRUCTION DETAILS

Construction Data for Pond Dry Hydrant - attached
Location map attached.

CONSTRUCTION DATA FOR POND DRY HYDRANT

Fire Dept. Dove Creek Field Office San Angelo
 Location 12 miles west of San Angelo Land Owner Ponderosa Estates
 Hydrant No. 1 Technician K. W. Foerster



Profile

Benchmark Description (BM) Top nail east side of round post next to 8" pecan tree
East side of parking lot 5th post from S.E. corner

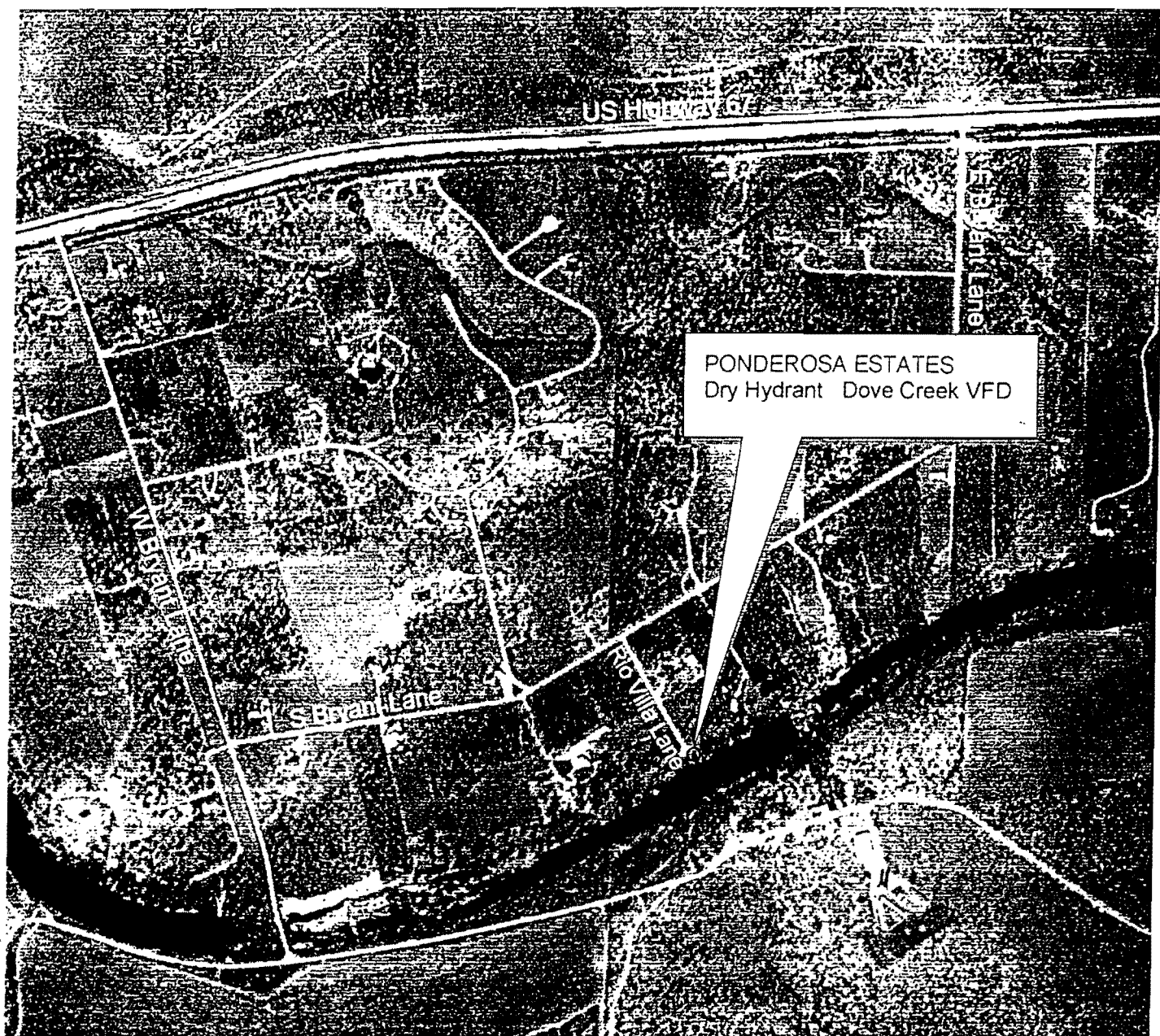
1. Top of hydrant is 1.2 feet [above / ~~below~~] BM.
2. Trench at riser is 11.8 feet below BM.
3. ^{bottom of} Strainer is 2 feet above bottom of pond.
4. ^{End of strainer. Approx} Strainer is 30 feet from control stake.
5. Riser is 51 feet from control stake.

Dist From CS	51	48	16	0						
Trench Depth	11.0	10.6	9.7	9.2						

NOTES:

Trench excavation shall comply with OSHA regulation part 1926.650.
 Working over or near water shall comply with OSHA regulation part 1926.106.
 See Construction Specification S-199 for additional specifications.

Tom Green County
Dove Creek VFD
Ponderosa Estates
Dry Hydrant Location



700 0 700 1400 Feet

USDA NRCS
Natural Resources Conservation Service

INDIGENT CARE AGREEMENT
BETWEEN

SHANNON WEST TEXAS MEMORIAL HOSPITAL
AND
TOM GREEN COUNTY, TEXAS

DATE: November 1, 2001

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE TEXAS GENERAL ARBITRATION ACT,
TEX. REV. CIV. STAT. articles 224 through 238-6.

INDIGENT CARE AGREEMENT

THIS AGREEMENT is entered into on November 1, 2001, by and between *Shannon West Texas Memorial Hospital* ("SHANNON") and Tom Green County, a political subdivision of the State of Texas ("County").

RECITALS

1. *Shannon West Texas Memorial Hospital* ("Hospital") operates a general, acute care hospital facility.
2. County desires to assure the availability to Indigent Persons of Emergency Services and other Hospital Care, and SHANNON is willing to provide Emergency Services and other Hospital Care at the Hospital, upon the terms and subject to the conditions set forth herein. It is the intent of the county to provide by this contract for some of the Health Care Services that it is required to provide to Indigent Persons under the provisions of the Indigent Health Care and Treatment Act, article 4438f, TEX. REV. CIV. STAT. (1985), (the "Act").

Therefore, the parties hereto agree as follows:

SECTION 1. Definitions.

1.01 Hospital Care. The term "Hospital Care" means any type of services or products rendered or provided by a hospital facility to a person on an inpatient or outpatient basis, including, but not limited to, room and bed use, drugs, supplies, laboratory and other ancillary services and emergency room services.

1.02 Indigent Person. The Term "Indigent Person" means any covered person who (a) is classified by Tom Green County as an indigent, and (b) is a Resident of Tom Green County. This definition is adopted solely for purposes of this Agreement and does not constitute a definition of "Indigent Person" or "Pauper" for any other purpose.

1.03 Indigent Care. The term "Indigent Care" means Health Care Services which under state law are the responsibility of Tom Green County and are provided to Indigent Persons who (a) are classified by Tom Green County as indigent, and (b) are Residents of Tom Green.

1.04 Emergency Services. "Emergency Care" means health care services provided in a hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his/her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment of bodily functions; (3) serious dysfunction of any bodily organ or part; (4) serious disfigurement; or (5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.

1.05 Medical Staff. The term "Medical Staff" means the active, consulting active, attending and active associates, including house staff, of the Hospital.

1.06 Resident. The term "Resident" shall have the same meaning as is set out at Section 1.03 of the Act as it now exists or may hereafter be amended.

1.07 Working Days. The Term "Working Days" means normal working business days, i.e., Monday through Friday of each calendar week, exclusive of county holidays.

1.08 Mandated Provider. The term "Mandated Provider" means a provider of Health Care Services selected by the County that agrees to provide Health Care Services to eligible residents.

1.09 TANF. The Term "TANF" means the "Temporary Assistance to Needy Families" program administered by the Texas Department of Human Services under Chapter 31, Human Resources Code.

1.10 General Revenue Levy. The term "General Revenue Levy" means the property and sales taxes imposed by a county that are not dedicated to construction and maintenance of farm-to market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution, or dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution.

1.11 SSI/Medicaid. The Term "SSI" means the Supplemental Security Income program for the aged, blind and disabled, administered by the Social Security Administration. Medicaid is administered by the Department of Human Services (DHS) under 42 U.S.C.A. 1381-1383c (West 1983 and Supp. 1985).

1.12 Health Care Services. The term "Health Care Services" means those services County is required to provide Indigent Persons under the Act, Section 3.01 which are: (1) inpatient and outpatient hospital services as limited by Title I of the Act; (2) rural health services; (3) laboratory and X-ray services; (4) family planning services; (5) physician services; (6) payment for not more than three prescription drugs per month; and (7) skilled nursing facility services as limited by Title I of the Act regardless of the patient's age.

1.13 County Indigent Health Care Officer. (CIHCO). The official designated by the county for overseeing and insuring county and providers compliance with the act.

1.14 "Medical Necessity" or "Medically Necessary" means, unless otherwise defined (i) preventative, diagnostic and/or therapeutic in nature; (ii) specifically related to the condition which is being treated/evaluated; (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of the illness and intensity of service required; and (iv) not primarily for the Covered Person's convenience or that of his/her physician.

SECTION 2. Terms of Agreement.

This Agreement will continue on a year-to-year basis from the date of execution, either party may, with 30 days written notice to the other party, terminate the Agreement. The agreement must be acknowledged in Commissioners' Court on an annual basis.

SECTION 3. Mandated Provider.

SHANNON agrees that it will be a Provider of the County for the purposes of providing Indigent Persons Emergency Service and other Hospital Care, that it will provide such services in accordance with this Agreement, and that it will comply with all requirements for such provider set out in the Act, in rules or regulations promulgated by the Texas Department of Human Services and in this Agreement. This Agreement is non-exclusive. The parties may participate in any other alternative agreement, independent of and apart from the covered services to be provided to covered persons (indigents) pursuant to this Agreement.

SECTION 4. Care to be provided Pursuant to a Physician's Order.

SHANNON agrees that any services billed to County under this contract will have been medically necessary and provided by, or pursuant to the orders of, a physician licensed by the State of Texas. Compliance with this section will be certified in writing to the County.

SECTION 5. Financial Responsibility for Indigent Care.

County's obligation to pay for Indigent Care provided Indigent Persons shall be limited in accordance with this Section 5. In each State fiscal year ending August 31, SHANNON will bill the County, and the County shall pay SHANNON for any Indigent Care provided by Hospital. The County's obligation to reimburse SHANNON for Indigent Care shall be limited as follows:

- (a) rates established pursuant to Section 9.01 of the Agreement for Indigent Care
- (b) provided, the maximum obligation of the County per county fiscal year shall not exceed payment for a total of 30 days (cumulative) of hospitalization and/or care in a skilled nursing facility, or a maximum payment of \$30,000.00 for all mandatory services provided to an Indigent Person, whichever is reached first; and
- (c) provided, the maximum liability of the County for all services and payments in any one state's fiscal year is limited to Eight percent (8%) of the County's General Revenue Tax Levy. If the 8% is expended, and state funding is available for further care as authorized by the act, then the county is obligated for 10% of additional costs and the State of Texas is obligated for the remaining 90%.

SECTION 6. Notice Requirements.

SHANNON agrees to post at the Hospital all public notices, provided by the County, concerning the availability of mandatory services as required under Section 2.04 of the Act and the regulations promulgated thereunder.

Provided, however, that if Section 2.04 of the Act is amended to require additional or different notice, SHANNON will comply with such requirements. SHANNON further agrees to make reasonable efforts to communicate the contents of the posted and written individual notices to any person that SHANNON has reason to believe cannot read the notice.

SECTION 7. Application and Determination of Eligibility.

SHANNON shall not be required to accept or process any applicant or make the determination of the eligibility for any applicant.

SECTION 8. Reimbursement.

8.01 SHANNON shall submit bills to County for Indigent Care provided to Indigent Persons at the Hospital. Bills will be submitted to County CIHCP as they are incurred and subject to payment under the State Prompt Payment Act. After review of bills, the CIHCO shall submit their recommendations of payment to the County Treasurer for processing and the County Treasurer will then submit the bills to the County Auditor for audit. The County Treasurer will present the bills at the Commissioners' Court next regularly scheduled meeting after the examination and approval of the bills. In the event that any bills submitted by SHANNON to the County should contain charges that the County believes may not be eligible for reimbursement, the County shall pay the portion of the bills that are not disputed within thirty (30) days of receipt of claim.

8.02 If County determines, in good faith, that patient for whom SHANNON has billed County was not an Indigent Person pursuant to this Agreement, the CIHCO shall notify SHANNON of this determination within thirty (30) days of presentation of the Bill and County shall pay only that portion of the Bill approved. Within twenty (20) days after the end of each calendar quarter, the Representative of the Hospital and CIHCO shall meet to negotiate the amounts in dispute. Amounts agreed upon shall be presented and paid as provided for in Section 8.01 above, as concluded by the parties hereto upon the advice of counsel, and as evidenced by the signatures of the parties hereto and the signatures of their respective attorneys, any controversy arising out of a failure of the parties to agree on the necessity to pay an amount in dispute within thirty (30) days after the first meeting of the Administrator of the Hospital and the CIHCO to negotiate that disputed amount shall be submitted to arbitration and such arbitration shall take place in the county services were provided and comply with and be governed by the provisions of the Texas General Arbitration Act, Articles 224 through 238-6, TEX. REV. CIV. STAT. The arbitrator shall be selected by the agreement of the Administrator of the Hospital and CIHCO. Attorney's fees and/or other appropriate sanctions may be awarded to the prevailing party if the arbitrator determines that the other party did not act in good faith with respect to the disputed claim.

8.03 Except as provided in Section 9 below and except in cases of fraud, misrepresentation of clerical error, County, through the County Auditor, County Treasurer and the Commissioners' Court, shall have the right to disallow payments to SHANNON only if the patient for whom SHANNON submits a bill to County is not an Indigent Person as those terms are defined in this Agreement.

SECTION 9. Cost of Indigent Care.

9.01 County is liable for paying the amounts established by the Texas Department of Health (TDH) as the payment standard for mandatory services as set forth in applicable regulations including 40 T.A.C. 14.203.

(a) The standard for outpatient hospital care is the Hospitals' interim rate for allowable services as established by the Texas Department of Health (TDH), multiplied by the amount billed by SHANNON for allowable services.

(b) The standard payment for inpatient hospital care is calculated by the Medicaid DRG (Diagnostic Related Group) prospective payment system or calculated by a percentage rate as established by the Texas Department of Health (TDH).

(c) The payment standard for those laboratory and X-ray services identified by the Texas Department of Health (TDH) as the most commonly performed procedures in the Medicaid Program is the average Medicaid payment for the procedure. If a procedure is performed that the Texas Department of Health (TDH) has not so identified, a request for determination of charges from such services will be submitted to Texas Department of Health (TDH) located in Austin, submitted on a Form IH-111 requesting establishment of charges.

(d) County will reimburse for prescription drugs at the "Redbook" wholesale price minus 10%, plus the basic dispensing fee established by the Texas Department of Health (TDH). The City/County Health Department Pharmacy is a provider for prescription services.

Provided, however, if the regulations promulgated for payment of mandatory services are changed subsequently to require additional or different payment standards, County shall notify SHANNON at least thirty (30) days prior to utilization of new standards, and SHANNON and County will utilize the new standards.

9.02 SHANNON will bill County for services covered by this Agreement at the rates set forth in Section 9.01 of this Agreement as limited by the terms set forth in Section 5 of this Agreement.

9.03 SHANNON shall attempt to ascertain whether a person seeking Indigent Care at the Hospital is eligible for participation in the Medicaid or Medicare programs or for coverage by any other third-party payors.

(a) If it is determined by SHANNON, a patient may reasonably be eligible for such coverage, then SHANNON shall provide that patient with assistance in preparing and presenting his application for coverage.

(b) If patient's eligibility for Medicare or Medicaid has not been established by the ninetieth (90th) day after the date of admission, the patient shall be assumed to be an Indigent Person for billing purposes if all other criteria for Indigent Care have been met.

(c) If such patient is later determined to be eligible for Medicare or Medicaid, amounts received by SHANNON from Medicare or Medicaid for treatment of that patient since the date of determination shall be returned to the County to the extent that payments were made from the County to SHANNON.

9.04 In computing the amounts SHANNON will bill the County for Indigent Care, SHANNON may not include the following:

(a) any amount that the Hospital or SHANNON has received, or is entitled to receive, from a third party insurer or under a governmental program; provided; however, if the health

care source pays less than the appropriate payment standard as specified in Section 9.01 of this Agreement, County is responsible for the amount remaining up to the payment standard amount;

(b) any amount in excess of the payment that the Hospital or SHANNON has received, or is entitled to receive, from a third party insurer or under a governmental program where the Hospital or SHANNON has agreed or is otherwise required to accept this payment as payment in full for the services;

(c) any amount for which reimbursement would be available under Medicare, Medicaid or similar programs if the Hospital or SHANNON does not participate in those programs.

9.05 The County is classified as the payor of last resort and shall provide assistance only if other public or private sources of payment are inadequate or unavailable.

SECTION 10. Availability of Records.

10.01 (a) SHANNON agrees to maintain and make available for inspection, by the County, upon request consistent with personal privacy and subject to the limitation of state law. Any and all records necessary to document the Hospital's provision of Hospital Care services to Indigent Persons and its services to all Residents of Tom Green County. Such records shall be maintained for at least four years after the date services were provided. County and SHANNON agree to ensure the confidentiality of household information.

(b) Those records described in Section 10.01(a) shall be made available for inspection, and audit by the Texas Department of Health (TDH). In that Department's determination of the County's eligibility for financial assistance under the Act and to the extent required by state or federal law imposed on Hospital of the County.

c) Financial and related records of the County pertaining to this Agreement shall be made available to Hospital for review by Hospital upon request.

10.01 As a prerequisite to obtaining Indigent Care (except Emergency Services), Indigent Persons shall be required to authorize release to the County of their medical records of Indigent Care. SHANNON shall make reasonable efforts to obtain such releases. The failure of SHANNON to obtain such a release shall not effect reimbursement of SHANNON by County for Hospital Care provided to that patient.

SECTION 11. Responsibility of Employers.

SHANNON is an independent contractor and not an agent of the County. County and SHANNON shall each be solely responsible for the wages, benefits, insurance all other costs of employing their respective employees.

SECTION 12. Treatment of County Wards.

12.01. The limitation on County's obligation set forth in Section 5 shall not be applicable to treatment of County Wards.

SECTION 13. Scope of Indigent Care.

Under the terms of this Agreement, the care for which the County agrees to pay, is limited to those services required by the Act as further defined by the regulations promulgated thereunder, including but not limited to 40 T.A.C. 14.201 and 14.202.

SECTION 14. Admissions Policy.

14.01 SHANNON may request an Indigent Person receiving Indigent Care under this Agreement to contribute a nominal amount toward the Health Care services of Hospital Care. However, SHANNON may not deny or limit assistance if the Indigent Person is unable, or refuses, to make a contribution. (nominal amount is defined as \$10.00 per day for inpatient care and \$5.00 per day for outpatient visit).

14.02 SHANNON agrees to make available Hospital services to all persons without discrimination on the grounds of race, color, national origin, or creed.

SECTION 15. Deposits and Legal Action.

This Agreement shall not restrict in any way SHANNON's right to pursue any recourse it may have, including, but not limited to, legal action, against any person who are neither Indigent Persons nor County Wards for amounts owed to SHANNON as a result of Hospital care provided.

SECTION 16. Physicians.

Other than is provided in Section 15 of this Agreement, and in cases requiring Emergency Services, SHANNON shall not have any obligation to locate or provide a physician to an Indigent Resident.

SECTION 17. Amendment.

This Agreement shall not be amended or modified other than in a written agreement signed by all parties hereto.

SECTION 18. Controlling Law.

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 19. Notices.

All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid and addressed as follows:

(a) SHANNON, addressed to:

Chief Executive Officer
Shannon West Texas Memorial Hospital
120 E. Harris
San Angelo, Texas 76903
(915) 657-5303

(b) County, addressed to:

Tom Green County (CIHCO)
113 W. Beauregard
San Angelo, Texas 76903-5887

Or to such persons at such other address as may from time to time be specified in a notice given as provided in this Section 19.

SECTION 20. Captions.

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

SECTION 21. Counterparts.

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 22. Assignability.

SHANNON shall have the right to assign their rights and obligations under this Agreement to any person or entity acquiring the Hospital. In the event of the sale or other transfer of the Hospital, SHANNON shall have no further liability under the terms of this Agreement.

SECTION 23. Obligations as Condition.

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

SECTION 24. Exclusive Right to Enforce this Agreement.

The County and SHANNON have the exclusive right to bring a suit to enforce this agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

IN WITNESS, WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

"SHANNON"

SHANNON WEST TEXAS MEMORIAL HOSPITAL

By: _____
Chief Executive Officer

"County"

TOM GREEN COUNTY, TEXAS

By: 
Michael D. Brown, County Judge

INDIGENT CARE AGREEMENT
BETWEEN

SAN ANGELO COMMUNITY MEDICAL CENTER
AND
TOM GREEN COUNTY, TEXAS

DATE: November 1, 2001

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE TEXAS GENERAL ARBITRATION ACT,
TEX. REV. CIV. STAT. articles 224 through 238-6.

INDIGENT CARE AGREEMENT

THIS AGREEMENT is entered into on November 1, 2001, by and between *San Angelo* Community Medical Center ("SACMC") and Tom Green County, a political subdivision of the State of Texas ("County").

RECITALS

1. San Angelo Hospital, L.P. d/b/a *San Angelo* Community Medical Center ("Hospital") operates a general, acute care hospital facility.
2. County desires to assure the availability to Indigent Persons of Emergency Services and other Hospital Care, and SACMC is willing to provide Emergency Services and other Hospital Care at the Hospital, upon the terms and subject to the conditions set forth herein. It is the intent of the county to provide by this contract for some of the Health Care Services that it is required to provide to Indigent Persons under the provisions of the Indigent Health Care and Treatment Act, article 4438f, TEX. REV. CIV. STAT. (1985), (the "Act").

Therefore, the parties hereto agree as follows:

SECTION 1. Definitions.

1.01 Hospital Care. The term "Hospital Care" means any type of services or products rendered or provided by a hospital facility to a person on an inpatient or outpatient basis, including, but not limited to, room and bed use, drugs, supplies, laboratory and other ancillary services and emergency room services.

1.02 Indigent Person. The Term "Indigent Person" means any covered person who (a) is classified by Tom Green County as an indigent, and (b) is a Resident of Tom Green County. This definition is adopted solely for purposes of this Agreement and does not constitute a definition of "Indigent Person" or "Pauper" for any other purpose.

1.03 Indigent Care. The term "Indigent Care" means Health Care Services which under state law are the responsibility of Tom Green County and are provided to Indigent Persons who (a) are classified by Tom Green County as indigent, and (b) are Residents of Tom Green.

1.04 Emergency Services. "Emergency Care" means health care services provided in a hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his/her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment of bodily functions; (3) serious dysfunction of any bodily organ or part; (4) serious disfigurement; or (5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.

1.05 Medical Staff. The term "Medical Staff" means the active, consulting active, attending and active associates, including house staff, of the Hospital.

1.06 Resident. The term "Resident" shall have the same meaning as is set out at Section 1.03 of the Act as it now exists or may hereafter be amended.

1.07 Working Days. The Term "Working Days" means normal working business days, i.e., Monday through Friday of each calendar week, exclusive of county holidays.

1.08 Mandated Provider. The term "Mandated Provider" means a provider of Health Care Services selected by the County that agrees to provide Health Care Services to eligible residents.

1.09 TANF. The Term "TANF" means the "Temporary Assistance to Needy Families" program administered by the Texas Department of Human Services under Chapter 31, Human Resources Code.

1.10 General Revenue Levy. The term "General Revenue Levy" means the property and sales taxes imposed by a county that are not dedicated to construction and maintenance of farm-to market roads or to flood control under Article VIII, Section 1-a, of the Texas Constitution, or dedicated to the further maintenance of the public roads under Article VIII, Section 9, of the Texas Constitution.

1.11 SSI/Medicaid. The Term "SSI" means the Supplemental Security Income program for the aged, blind and disabled, administered by the Social Security Administration. Medicaid is administered by the Department of Human Services (DHS) under 42 U.S.C.A. 1381-1383c (West 1983 and Supp. 1985).

1.12 Health Care Services. The term "Health Care Services" means those services County is required to provide Indigent Persons under the Act, Section 3.01 which are: (1) inpatient and outpatient hospital services as limited by Title I of the Act; (2) rural health services; (3) laboratory and X-ray services; (4) family planning services; (5) physician services; (6) payment for not more than three prescription drugs per month; and (7) skilled nursing facility services as limited by Title I of the Act regardless of the patient's age.

1.13 County Indigent Health Care Officer. (CIHCO). The official designated by the county for overseeing and insuring county and providers compliance with the act.

1.14 "Medical Necessity" or "Medically Necessary" means, unless otherwise defined (i) preventative, diagnostic and/or therapeutic in nature; (ii) specifically related to the condition which is being treated/evaluated; (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of the illness and intensity of service required; and (iv) not primarily for the Covered Person's convenience or that of his/her physician.

SECTION 2. Terms of Agreement.

This Agreement will continue on a year-to-year basis from the date of execution, either party may, with 30 days written notice to the other party, terminate the Agreement. The agreement must be acknowledged in Commissioners' Court on an annual basis.

SECTION 3. Mandated Provider.

SACMC agrees that it will be a Provider of the County for the purposes of providing Indigent Persons Emergency Service and other Hospital Care, that it will provide such services in accordance with this Agreement, and that it will comply with all requirements for such provider set out in the Act, in rules or regulations promulgated by the Texas Department of Human Services and in this Agreement. This Agreement is non-exclusive. The parties may participate in any other alternative agreement, independent of and apart from the covered services to be provided to covered persons (indigents) pursuant to this Agreement.

SECTION 4. Care to be provided Pursuant to a Physician's Order.

SACMC agrees that any services billed to County under this contract will have been medically necessary and provided by, or pursuant to the orders of, a physician licensed by the State of Texas. Compliance with this section will be certified in writing to the County.

SECTION 5. Financial Responsibility for Indigent Care.

County's obligation to pay for Indigent Care provided Indigent Persons shall be limited in accordance with this Section 5. In each State fiscal year ending August 31, SACMC will bill the County, and the County shall pay SACMC for any Indigent Care provided by Hospital. The County's obligation to reimburse SACMC for Indigent Care shall be limited as follows:

- (a) rates established pursuant to Section 9.01 of the Agreement for Indigent Care
- (b) provided, the maximum obligation of the County per county fiscal year shall not exceed payment for a total of 30 days (cumulative) of hospitalization and/or care in a skilled nursing facility, or a maximum payment of \$30,000.00 for all mandatory services provided to an Indigent Person, whichever is reached first; and
- (c) provided, the maximum liability of the County for all services and payments in any one state's fiscal year is limited to Eight percent (8%) of the County's General Revenue Tax Levy. If the 8% is expended, and state funding is available for further care as authorized by the act, then the county is obligated for 10% of additional costs and the State of Texas is obligated for the remaining 90%.

SECTION 6. Notice Requirements.

SACMC agrees to post at the Hospital all public notices, provided by the County, concerning the availability of mandatory services as required under Section 2.04 of the Act and the regulations promulgated thereunder.

Provided, however, that if Section 2.04 of the Act is amended to require additional or different notice, SACMC will comply with such requirements. SACMC further agrees to make reasonable efforts to communicate the contents of the posted and written individual notices to any person that SACMC has reason to believe cannot read the notice.

SECTION 7. Application and Determination of Eligibility.

SACMC shall not be required to accept or process any applicant or make the determination of the eligibility for any applicant.

SECTION 8. Reimbursement.

8.01 SACMC shall submit bills to County for Indigent Care provided to Indigent Persons at the Hospital. Bills will be submitted to County CIHCP as they are incurred and subject to payment under the State Prompt Payment Act. After review of bills, the CIHCO shall submit their recommendations of payment to the County Treasurer for processing and the County Treasurer will then submit the bills to the County Auditor for audit. The County Treasurer will present the bills at the Commissioners' Court next regularly scheduled meeting after the examination and approval of the bills. In the event that any bills submitted by SACMC to the County should contain charges that the County believes may not be eligible for reimbursement, the County shall pay the portion of the bills that are not disputed within thirty (30) days of receipt of claim.

8.02 If County determines, in good faith, that patient for whom SACMC has billed County was not an Indigent Person pursuant to this Agreement, the CIHCO shall notify SACMC of this determination within thirty (30) days of presentation of the Bill and County shall pay only that portion of the Bill approved. Within twenty (20) days after the end of each calendar quarter, the Representative of the Hospital and CIHCO shall meet to negotiate the amounts in dispute. Amounts agreed upon shall be presented and paid as provided for in Section 8.01 above, as concluded by the parties hereto upon the advice of counsel, and as evidenced by the signatures of the parties hereto and the signatures of their respective attorneys, any controversy arising out of a failure of the parties to agree on the necessity to pay an amount in dispute within thirty (30) days after the first meeting of the Administrator of the Hospital and the CIHCO to negotiate that disputed amount shall be submitted to arbitration and such arbitration shall take place in the county services were provided and comply with and be governed by the provisions of the Texas General Arbitration Act, Articles 224 through 238-6, TEX. REV. CIV. STAT. The arbitrator shall be selected by the agreement of the Administrator of the Hospital and CIHCO. Attorney's fees and/or other appropriate sanctions may be awarded to the prevailing party if the arbitrator determines that the other party did not act in good faith with respect to the disputed claim.

8.03 Except as provided in Section 9 below and except in cases of fraud, misrepresentation of clerical error, County, through the County Auditor, County Treasurer and the Commissioners' Court, shall have the right to disallow payments to SACMC only if the patient for whom SACMC submits a bill to County is not an Indigent Person as those terms are defined in this Agreement.

SECTION 9. Cost of Indigent Care.

9.01 County is liable for paying the amounts established by the Texas Department of Health (TDH) as the payment standard for mandatory services as set forth in applicable regulations including 40 T.A.C. 14.203.

(a) The standard for outpatient hospital care is the Hospitals' interim rate for allowable services as established by the Texas Department of Health (TDH), multiplied by the amount billed by SACMC for allowable services.

(b) The standard payment for inpatient hospital care is calculated by the Medicaid DRG (Diagnostic Related Group) prospective payment system or calculated by a percentage rate as established by the Texas Department of Health (TDH).

(c) The payment standard for those laboratory and X-ray services identified by the Texas Department of Health (TDH) as the most commonly performed procedures in the Medicaid Program is the average Medicaid payment for the procedure. If a procedure is performed that the Texas Department of Health (TDH) has not so identified, a request for determination of charges from such services will be submitted to Texas Department of Health (TDH) located in Austin, submitted on a Form IH-111 requesting establishment of charges.

(d) County will reimburse for prescription drugs at the "Redbook" wholesale price minus 10%, plus the basic dispensing fee established by the Texas Department of Health (TDH). The City/County Health Department Pharmacy is a provider for prescription services.

Provided, however, if the regulations promulgated for payment of mandatory services are changed subsequently to require additional or different payment standards, County shall notify SACMC at least thirty (30) days prior to utilization of new standards, and SACMC and County will utilize the new standards.

9.02 SACMC will bill County for services covered by this Agreement at the rates set forth in Section 9.01 of this Agreement as limited by the terms set forth in Section 5 of this Agreement.

9.03 SACMC shall attempt to ascertain whether a person seeking Indigent Care at the Hospital is eligible for participation in the Medicaid or Medicare programs or for coverage by any other third-party payors.

(a) If it is determined by SACMC, a patient may reasonably be eligible for such coverage, then SACMC shall provide that patient with assistance in preparing and presenting his application for coverage.

(b) If patient's eligibility for Medicare or Medicaid has not been established by the ninetieth (90th) day after the date of admission, the patient shall be assumed to be an Indigent Person for billing purposes if all other criteria for Indigent Care have been met.

(c) If such patient is later determined to be eligible for Medicare or Medicaid, amounts received by SACMC from Medicare or Medicaid for treatment of that patient since the date of determination shall be returned to the County to the extent that payments were made from the County to SACMC.

9.04 In computing the amounts SACMC will bill the County for Indigent Care, SACMC may not include the following:

(a) any amount that the Hospital or SACMC has received, or is entitled to receive, from a third party insurer or under a governmental program; provided; however, if the health care

source pays less than the appropriate payment standard as specified in Section 9.01 of this Agreement, County is responsible for the amount remaining up to the payment standard amount;

(b) any amount in excess of the payment that the Hospital or SACMC has received, or is entitled to receive, from a third party insurer or under a governmental program where the Hospital or SACMC has agreed or is otherwise required to accept this payment as payment in full for the services;

(c) any amount for which reimbursement would be available under Medicare, Medicaid or similar programs if the Hospital or SACMC does not participate in those programs.

9.05 The County is classified as the payor of last resort and shall provide assistance only if other public or private sources of payment are inadequate or unavailable.

SECTION 10. Availability of Records.

10.01 (a) SACMC agrees to maintain and make available for inspection, by the County, upon request consistent with personal privacy and subject to the limitation of state law. Any and all records necessary to document the Hospital's provision of Hospital Care services to Indigent Persons and its services to all Residents of Tom Green County. Such records shall be maintained for at least four years after the date services were provided. County and SACMC agree to ensure the confidentiality of household information.

(b) Those records described in Section 10.01(a) shall be made available for inspection, and audit by the Texas Department of Health (TDH). In that Department's determination of the County's eligibility for financial assistance under the Act and to the extent required by state or federal law imposed on Hospital of the County.

c) Financial and related records of the County pertaining to this Agreement shall be made available to Hospital for review by Hospital upon request.

10.01 As a prerequisite to obtaining Indigent Care (except Emergency Services), Indigent Persons shall be required to authorize release to the County of their medical records of Indigent Care. SACMC shall make reasonable efforts to obtain such releases. The failure of SACMC to obtain such a release shall not effect reimbursement of SACMC by County for Hospital Care provided to that patient.

SECTION 11. Responsibility of Employers.

SACMC is an independent contractor and not an agent of the County. County and SACMC shall each be solely responsible for the wages, benefits, insurance all other costs of employing their respective employees.

SECTION 12. Treatment of County Wards.

12.01. The limitation on County's obligation set forth in Section 5 shall not be applicable to treatment of County Wards.

SECTION 13. Scope of Indigent Care.

Under the terms of this Agreement, the care for which the County agrees to pay, is limited to those services required by the Act as further defined by the regulations promulgated thereunder, including but not limited to 40 T.A.C. 14.201 and 14.202.

SECTION 14. Admissions Policy.

14.01 SACMC may request an Indigent Person receiving Indigent Care under this Agreement to contribute a nominal amount toward the Health Care services of Hospital Care. However, SACMC may not deny or limit assistance if the Indigent Person is unable, or refuses, to make a contribution. (nominal amount is defined as \$10.00 per day for inpatient care and \$5.00 per day for outpatient visit).

14.02 SACMC agrees to make available Hospital services to all persons without discrimination on the grounds of race, color, national origin, or creed.

SECTION 15. Deposits and Legal Action.

This Agreement shall not restrict in any way SACMC's right to pursue any recourse it may have, including, but not limited to, legal action, against any person who are neither Indigent Persons nor County Wards for amounts owed to SACMC as a result of Hospital care provided.

SECTION 16. Physicians.

Other than is provided in Section 15 of this Agreement, and in cases requiring Emergency Services, SACMC shall not have any obligation to locate or provide a physician to an Indigent Resident.

SECTION 17. Amendment.

This Agreement shall not be amended or modified other than in a written agreement signed by all parties hereto.

SECTION 18. Controlling Law.

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 19. Notices.

All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid and addressed as follows:

(a) SACMC, addressed to:

Chief Executive Officer
San Angelo Community Medical Center
3501 Knickerbocker Road
San Angelo, Texas 76904
(915) 947-6400

(b) County, addressed to:

Tom Green County (CIHCO)
113 W. Beauregard
San Angelo, Texas 76903-5887

Or to such persons at such other address as may from time to time be specified in a notice given as provided in this Section 19.

SECTION 20. Captions.

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

SECTION 21. Counterparts.

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 22. Assignability.

SACMC shall have the right to assign their rights and obligations under this Agreement to any person or entity acquiring the Hospital. In the event of the sale or other transfer of the Hospital, SACMC shall have no further liability under the terms of this Agreement.

SECTION 23. Obligations as Condition.

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

SECTION 24. Exclusive Right to Enforce this Agreement.

The County and SACMC have the exclusive right to bring a suit to enforce this agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

IN WITNESS, WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

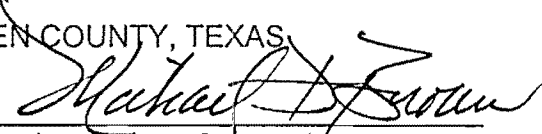
"SACMC"

SAN ANGELO COMMUNITY MEDICAL CENTER

By: _____
Chief Executive Officer

"County"

TOM GREEN COUNTY, TEXAS

By: 

Michael D. Brown, County Judge

CHAPTER 230
GROUNDWATER AVAILABILITY CERTIFICATION FOR PLATTING
§§230.1-230.11
Effective July 9, 2000

§230.1. Applicability.

(a) Subdivisions utilizing groundwater as the source of water supply. In the plat application and approval process, municipal and county authorities may require certification that adequate groundwater is available for a proposed subdivision if groundwater under that land is to be the source of water supply. The municipal or county authority is not required to exercise their authority under Local Government Code, §212.0101 or §232.0031. However, if they do exercise their authority, the form and content of this chapter must be used.

(b) Use of this chapter. If required by the municipal or county authority, the plat applicant and the Texas licensed professional engineer shall use this chapter and the attached form to certify that adequate groundwater is available under the land of a subdivision subject to platting under the Local Government Code, §212.004 and §232.001. These rules do not replace other state and federal requirements applicable to public drinking water supply systems. These rules do not replace the authority of counties within designated priority groundwater management areas under Texas Water Code, §35.019, or the authority of groundwater conservation districts under Texas Water Code, Chapter 36.

Adopted June 14, 2000

Effective July 9, 2000

§230.2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. If a word or term used in this chapter is not contained in this section, it shall have the same definition and meaning as used in the practices applicable to hydrology and aquifer testing.

(1) **Aquifer** - A geologic formation, group of formations, or part of a formation that contains water in its voids or pores and may be used as a source of water supply.

(2) **Aquifer test** - A test involving the withdrawal of measured quantities of water from or addition of water to a well and the measurement of resulting changes in water level in the aquifer both during and after the period of discharge or addition for the purpose of determining the characteristics of the aquifer. For the purposes of this chapter, bail and slug tests are not considered to be aquifer tests.

(3) **Certification** - A written statement of best professional judgement or opinion as attested to on the Certification of Groundwater Availability for Platting Form contained under §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting).

FIGURE 30 TAC §230.3(c)

CERTIFICATION OF GROUNDWATER AVAILABILITY FOR PLATTING FORM

Use of this form: If required by a municipal authority pursuant to §212.0101, Local Government Code or a county authority pursuant to §232.0031, Local Government Code, the plat applicant and the Texas licensed professional engineer shall use this form based upon the requirements of Title 30, Texas Administrative Code, Chapter 230 to certify that adequate groundwater is available under the land to be subdivided (if the source of water for the subdivision is groundwater under the subdivision) for any subdivision subject to platting under §§212.004 and 232.001, Local Government Code. The form and Chapter 230 do not replace state requirements applicable to public drinking water supply systems or the authority of counties or groundwater conservation districts under either §35.019 or Chapter 36 of the Texas Water Code.

Administrative Information (30 TAC, §230.4).

- 1. Name of Proposed Subdivision: _____
- 2. Any Previous Name Which Identifies the Tract of Land: _____
- 3. Property Owner's Name(s): _____
Address: _____
Phone: _____
Fax: _____
- 4. Plat Applicant's Name: _____
Address: _____
Phone: _____
Fax: _____
- 5. Licensed Professional Engineer's Name: _____
Address: _____
Phone: _____
Fax: _____
Certificate Number: _____
- 6. Location and Property Description of Proposed Subdivision: _____
- 7. Tax Assessor Parcel Number(s).
Book: _____
Map: _____
Parcel: _____

Proposed Subdivision Information (30 TAC, §230.5).

- 8. Purpose of Proposed Subdivision (single family/multi-family residential, non-residential, commercial): _____
- 9. Size of Proposed Subdivision (acres): _____
- 10. Number of Proposed Lots: _____
- 11. Average Size of Proposed Lots (acres): _____
- 12. Anticipated Method of Water Distribution.
Expansion of Existing Public Water Supply System: Yes No
New (Proposed) Public Water Supply System: Yes No
Individual Water Wells to Serve Individual Lots: Yes No
Combination of Methods: Yes No
Description (if needed): _____
- 13. Additional Information (if required by the municipal or county authority): _____

Note: If public water supply system is anticipated, written application for service to existing water providers within a 1/2-mile radius should be attached to this form [30 TAC, §230.5(f)].

Projected Water Demand Estimate (30 TAC, §230.6).

- 14. Residential Water Demand Estimate at Full Build Out (includes both single family and multi-family residential).
 Number of Proposed Housing Units (single and multi-family): _____
 Average Number of Persons per Housing Unit: _____
 Gallons of Water Required per Person per Day: _____
 Water Demand per Housing Unit per year (acre feet/year): _____
 Total Expected Residential Water Demand per Year (acre feet/year): _____
- 15. Non-residential Water Demand Estimate at Full Build Out.
 Type(s) of Non-residential Water Uses: _____

 Water Demand per Type per Year (acre feet/year): _____

- 16. Total Water Demand Estimate at Full Build Out (acre feet/year): _____
- 17. Sources of Information Used for Demand Estimates: _____

General Groundwater Resource Information (30 TAC, §230.7).

- 18. Identify and describe, using Texas Water Development Board names, the aquifer(s) which underlies the proposed subdivision: _____

Note: Users may refer to Aquifers of Texas (Texas Water Development Board Report 345, 1995) to obtain general information pertaining to the state's aquifers. This reference is available via the Internet (www.twdb.state.tx.us).

Obtaining Site-Specific Groundwater Data (30 TAC, §230.8).

- 19. Have all known existing, abandoned, and inoperative wells within the proposed subdivision been located, identified, and shown on the plat as required under §230.8(b)? Yes No
- 20. Were the geologic and groundwater resource factors identified under §230.7(b) considered in planning and designing the aquifer test required under §230.8(c)? Yes No
- 21. Have test and observation wells been located, drilled, logged, completed, developed, and shown on the plat as required by §230.8(c)(1 through 4)? Yes No
- 22. Have all reasonable precautions been taken to ensure that contaminants do not reach the subsurface environment and that undesirable groundwater has been confined to the zone(s) of origin (§230.8(c)(5))? Yes No
- 23. Has an aquifer test been conducted which meets the requirements of §§230.8(c)(1 and 6)? Yes No
- 24. Were existing wells or previous aquifer test data used? Yes No
- 25. If yes, did they meet the requirements of §230.8(c)(7)? Yes No
- 26. Were additional observation wells or aquifer testing utilized? Yes No

Note: If expansion of an existing public water supply system or a new public water supply system is the anticipated method of water distribution for the proposed subdivision, site-specific groundwater data shall be developed under the requirements of 30 TAC, Chapter 290, Subchapter D (related to Rules and Regulations for Public Water Systems) and the applicable information and correspondence developed in meeting those requirements shall be attached to this form pursuant to §230.8(a).

Determination of Groundwater Quality (30 TAC, §230.9).

- 27. Have water quality samples been collected as required by §230.9? Yes No
- 28. Has a water quality analysis been performed which meets the requirements of §230.9? Yes No

Determination of Groundwater Availability (30 TAC, §230.10).

29. Have the aquifer parameters required by §230.10(c) been determined? Yes No
30. If so, provide the aquifer parameters as determined.
- Rate of yield and drawdown: _____
- Specific capacity: _____
- Efficiency of the pumped well: _____
- Transmissivity: _____
- Coefficient of storage: _____
- Hydraulic conductivity: _____
- Were any recharge or barrier boundaries detected? Yes No
- If yes, please describe: _____
- Thickness of aquifer(s): _____
31. Have time-drawdown determinations been calculated as required under §230.10(d)(1) Yes No
32. Have distance-drawdown determinations been calculated as required under §230.10(d)(2)? Yes No
33. Have well interference determinations been made as required under §230.10(d)(3)? Yes No NA
34. Has the anticipated method of water delivery, the annual groundwater demand estimates at full build out, and geologic and groundwater information been taken into account in making these determinations? Yes No
35. Has the water quality analysis required under §230.9 been compared to primary and secondary public drinking water standards as required under §230.10(e)? Yes No
- Does the concentration of any analyzed constituent exceed the standards? Yes No
- If yes, please list the constituent(s) and concentration measure(s) which exceed standards: _____

Groundwater Availability and Usability Statements (30 TAC, §230.11(a) and (b)).

36. Drawdown of the aquifer at the pumped well(s) is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.
37. Drawdown of the aquifer at the property boundary is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.
38. The distance from the pumped well(s) to the outer edges of the cone(s)-of-depression is estimated to be _____ feet over a 10-year period and _____ feet over a 30-year period.
39. The recommended minimum spacing limit between wells is _____ feet with a recommended well yield of _____ gallons per minute per well.
40. Available groundwater is / is not (circle one) of sufficient quality to meet the intended use of the platted subdivision.
41. The groundwater availability determination does not consider the following conditions (identify any assumptions or uncertainties that are inherent in the groundwater availability determination): _____
- _____
- _____

Certification of Groundwater Availability (30 TAC, §230.11(c)). Must be signed by a Texas Licensed Professional Engineer.

42. I, _____, Texas Licensed Professional Engineer, certificate number _____, based on best professional judgement, current groundwater conditions, and the information developed and presented in this form, certify that adequate groundwater is available from the underlying aquifer(s) to supply the anticipated use of the proposed subdivision.

Date: _____

(affix seal)

§230.4. Administrative Information.

At a minimum, the following general administrative information as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting), shall be provided for a proposed subdivision for which groundwater under the land will be the source of water supply:

- (1) the name of the proposed subdivision;
- (2) any previous or other name(s) which identifies the tract of land;
- (3) the name, address, phone number, and facsimile number of the property owner or owners;
- (4) the name, address, phone number, and facsimile number of the person submitting the plat application;
- (5) the name, address, phone number, facsimile number, and registration number of the licenced professional engineer preparing the certification as required in this chapter;
- (6) the location and property description of the proposed subdivision; and
- (7) the tax assessor parcel number(s) by book, map, and parcel.

Adopted June 14, 2000

Effective July 9, 2000

§230.5. Proposed Subdivision Information.

At a minimum, the following information pertaining to the proposed subdivision shall be provided as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting):

- (1) the purpose of the proposed subdivision, for example, single family residential, multi-family residential, non-residential, commercial, or industrial;
- (2) the size of the proposed subdivision in acres;
- (3) the number of proposed lots within the proposed subdivision;
- (4) the average size (in acres) of the proposed lots in the proposed subdivision;
- (5) the anticipated method of water distribution to the proposed lots in the proposed subdivision including, but not limited to:
 - (A) an expansion of an existing public water supply system to serve the proposed subdivision (if groundwater under the subdivision is to be the source of water supply);

- (B) a new public water supply system for the proposed subdivision;
 - (C) individual water wells to serve individual lots; or
 - (D) a combination of methods;
- (6) if the anticipated method of water distribution for the proposed subdivision is from an expansion of an existing public water supply system or from a proposed public water supply system, evidence required under §290.39(c)(1) of this title (relating to Rules and Regulations for Public Water Systems) which shall be provided demonstrating that written application for service was made to the existing water providers within a ½-mile radius of the subdivision; and
- (7) any additional information required by the municipal or county authority as part of the plat application.

Adopted June 14, 2000

Effective July 9, 2000

§230.6. Projected Water Demand Estimate.

(a) Residential water demand estimate. Residential water demand estimates at full build out shall be provided as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting). Residential demand estimates shall, at a minimum, be based on the current demand of any existing residential well including those identified under §230.8(b) of this title (relating to Obtaining Site-Specific Groundwater Data), or §290.41(c) of this title (relating to Rules and Regulations for Public Water Systems), and:

- (1) the number of proposed housing units at full build out;
- (2) the average number of persons per housing unit;
- (3) the gallons of water required per person per day;
- (4) the water demand per housing unit per year (acre feet per year); and
- (5) the total expected residential water demand per year for the proposed subdivision (acre feet per year).

(b) Non-residential water demand estimate. Water demand estimates at full build out shall be provided for all non-residential uses as specified in §230.3(c) of this title. Non-residential uses shall be specified by type of use and groundwater demand per year (acre feet per year) for each type of use. The estimate shall also include the existing non-residential demand of any well including those identified under §230.8(b) of this title or §290.41(c) of this title.

(c) Total annual water demand estimate. An estimate of the total expected annual groundwater demand, including residential and non-residential estimates at full build out (acre feet per year), shall be provided as specified in §230.3(c) of this title.

(d) Submission of information. The sources of information used and calculations performed to determine the groundwater demand estimates as required by this section shall be made available to the municipal or county authority if requested. The plat applicant shall provide any additional groundwater demand information required by the municipal or county authority as part of the plat application.

Adopted June 14, 2000

Effective July 9, 2000

§230.7. General Groundwater Resource Information.

(a) Aquifer identification. Using Texas Water Development Board aquifer names, the aquifer(s) underlying the proposed subdivision which is planned to be used as the source of water for the subdivision shall be identified and generally described as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting).

(b) Geologic and groundwater information. To meet the requirements of this chapter, the following geologic and groundwater information shall be considered in planning and designing the aquifer test under §230.8(c) of this title (relating to Obtaining Site-Specific Groundwater Data):

- (1) the stratigraphy of the geologic formations underlying the subdivision;
- (2) the lithology of the geologic strata;
- (3) the geologic structure;
- (4) the characteristics of the aquifer(s) and their hydraulic relationships;
- (5) the recharge to the aquifer(s), and movement and discharge of groundwater from the aquifer(s); and
- (6) the ambient quality of water in the aquifer(s).

Adopted June 14, 2000

Effective July 9, 2000

§230.8. Obtaining Site-Specific Groundwater Data.

(a) Applicability of section. This section is applicable only if the proposed method of water distribution for the proposed subdivision is individual water wells on individual lots. If expansion of an existing public water supply system or installation of a new public water supply system is the proposed method of water distribution for the proposed subdivision, site-specific groundwater data shall be developed under the requirements of Chapter 290, Subchapter D of this title (relating to Rules and Regulations for Public Water Systems) and the information developed in meeting these requirements shall

be attached to the form required under §230.3 of this title (relating to Certification of Groundwater Availability for Platting).

(b) Location of existing wells. All known existing, abandoned, and inoperative wells within the proposed subdivision shall be identified, located, and mapped by on-site surveys. Existing well locations shall be illustrated on the plat required by the municipal or county authority.

(c) Aquifer testing. Utilizing the information considered under §230.7(b) of this title (relating to General Groundwater Resource Information), an aquifer test shall be conducted to characterize the aquifer(s) underlying the proposed subdivision. The aquifer test must provide sufficient information to allow evaluation of each aquifer that is being considered as a source of residential and non-residential water supply for the proposed subdivision. Appropriate aquifer testing shall be based on typical well completions. An aquifer test conducted under this section utilizing established methods shall be reported as specified in §230.3(c) of this title and shall include, but not be limited to, the following items.

(1) Test well and observation well(s). At a minimum, one test well (i.e., pumping well) and one observation well, shall be required to conduct an adequate aquifer test under this section. Additional observation wells shall be used for the aquifer test if it is practical or necessary to confirm the results of the test. The observation well(s) shall be completed in the same aquifer or aquifer production zone as the test well. The locations of the test and observation well(s) shall be shown on the plat required by the municipal or county authority.

(2) Location of wells. The test and observation well(s) must be placed within the proposed subdivision and shall be located by latitude and longitude. The observation well(s) shall be located at a radial distance such that the time-drawdown data collected during the planned pumping period fall on a type curve of unique curvature. In general, observation wells in unconfined aquifers should be placed no farther than 300 feet from the test well, and no farther than 700 feet in thick, confined aquifers. The observation well should also be placed no closer to the test well than two times the thickness of the aquifer's production zone. The optimal location for the observation well(s) can be determined by best professional judgement after completion and evaluation of the test well as provided in paragraph (4) of this subsection.

(3) Lithologic and geophysical logs. The test and observation wells shall be lithologically and geophysically logged to map and characterize the geologic formation(s) and the aquifer(s) in which the aquifer test(s) is to be performed.

(A) A lithologic log shall be prepared showing the depth of the strata, their thickness and lithology (including size, range, and shape of constituent particles as well as smoothness), occurrence of water bearing strata, and any other special notes that are relevant to the drilling process and to the understanding of subsurface conditions.

(B) Geophysical logs shall be prepared which provide qualitative information on aquifer characteristics and groundwater quality. At a minimum, the geophysical logs shall include an electrical log with shallow and deep-investigative curves (e.g., 16-inch short normal/64-inch long normal resistivity curves or induction log) with a spontaneous potential curve.

(C) The municipal or county authority may, on a case-by-case basis, waive the requirement of geophysical logs as required under this section if it can be adequately demonstrated that the logs are not necessary to characterize the aquifer(s) for testing purposes.

(4) Well development and performance. The test and observation well(s) shall be developed prior to conducting the aquifer test to repair damage done to the aquifer(s) during the drilling operation. Development shall insure that the hydraulic properties of the aquifer(s) are restored as much as practical to their natural state.

(A) Well development procedures applied to the well(s) may vary depending on the drilling method used and the extent of the damage done to the aquifer(s).

(B) During well development, the test well shall be pumped for several hours to determine the specific capacity of the well, the maximum anticipated drawdown, the volume of water produced at certain pump speeds and drawdown, and to determine if the observation well(s) are suitably located to provide useful data.

(C) Water pumped out of the well during well development shall not be allowed to influence initial well performance results.

(D) Aquifer testing required by this section shall be performed before any acidization or other flow-capacity enhancement procedures are applied to the test well.

(5) Protection of groundwater. All reasonably necessary precautions shall be taken during construction of test and observation wells to ensure that surface contaminants do not reach the subsurface environment and that undesirable groundwater (water that is injurious to human health and the environment or water that can cause pollution to land or other waters) if encountered, is sealed off and confined to the zone(s) of origin.

(6) Duration of aquifer test and recovery. The duration of the aquifer test depends entirely on local and geologic conditions. However, the test shall be of sufficient duration to observe a straight-line trend on a plot of water level versus the logarithm of time pumped. Water pumped during the test shall not be allowed to influence the test results. Aquifer testing shall not commence until water levels (after well development) have completely recovered to their pre-development level or at least to 90% of that level.

(A) At a minimum, a 24-hour uniform rate aquifer test shall be conducted. Testing shall continue long enough to observe a straight-line trend on a plot of water level versus the logarithm of time pumped. If necessary, the duration of the test should be extended beyond the 24-hour minimum limit until the straight-line trend is observed.

(i) If it is impractical to continue the test until a straight-line trend of water level versus the logarithm of time pumped is observed within the 24-hour limit, the test shall continue at least until a consistent pumping-level trend is observed. In such instances, failure to observe the straight-line trend shall be recorded.

(ii) If the pumping rates remain constant for a period of at least four hours and a straight-line trend is observed on a plot of water level versus the logarithm of time pumped before the 24-hour limit has been reached, the pumping portion of the test may be terminated.

(iii) The frequency of water level measurements during the aquifer test shall be such that adequate definition of the time-drawdown curve is made available. As much information as possible shall be obtained in the first ten minutes of testing (i.e., pumping).

(B) Water-level recovery data shall be obtained to verify the accuracy of the data obtained during the pumping portion of the test. Recovery measurements shall be initiated immediately at the conclusion of the pumping portion of the aquifer test and shall be recorded with the same frequency as those taken during the pumping portion of the aquifer test. Time-recovery measurements shall continue until the water levels have recovered to pre-pumping levels or at least to 90% of that level. If such recovery is not possible, time-recovery measurements should continue until a consistent trend of recovery is observed.

(7) Use of existing wells and aquifer test data.

(A) An existing well may be utilized as an observation well under this section if sufficient information is available for that well to demonstrate that it meets the requirements of this section.

(B) The municipal or county authority may accept the results of a previous aquifer test in lieu of a new test if:

(i) the previous test was performed on a well located within a 1/4-mile radius of the subdivision;

(ii) the previous test fully meets all the requirements of this section;

(iii) the previous test was conducted on an aquifer which is being considered as a source of water supply for the proposed subdivision; and

(iv) aquifer conditions (e.g., water levels, gradients, etc.) during the previous test were approximately the same as they are presently.

(8) Need for additional aquifer testing and observation wells. Best professional judgement shall be used to determine if additional observation wells or aquifer tests are needed to adequately demonstrate groundwater availability. The Theis and Cooper-Jacob nonequilibrium equations, and acceptable modifications thereof, are based on well documented assumptions. To determine if additional information is needed, best professional judgement shall be used to consider these assumptions, the site-specific information derived from the aquifer test required by this section, the size of the proposed subdivision, and the proposed method of water delivery.

(d) Submission of information. The information, data, and calculations required by this section shall be made available to the municipal or county authority, if requested, to document the requirements of this section as part of the plat application.

Adopted June 14, 2000

Effective July 9, 2000

§230.9. Determination of Groundwater Quality.

(a) Water quality analysis. Water samples shall be collected near the end of the aquifer test for chemical analysis. Samples shall be collected from each aquifer being considered for water supply for the proposed subdivision and reported as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting).

(1) For proposed subdivisions where the anticipated method of water delivery is from an expansion of an existing public water supply system or a new public water supply system, the samples shall be submitted for bacterial and chemical analysis as required by Chapter 290, Subchapter F of this title (relating to Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements For Public Water Supply Systems).

(2) For proposed subdivisions where the anticipated method of water delivery is from individual water supply wells on individual lots, samples shall be analyzed for the following:

- (A) chloride;
- (B) conductivity;
- (C) fluoride;
- (D) iron;
- (E) nitrate (as nitrogen);
- (F) manganese;
- (G) pH;
- (H) sulfate;
- (I) total hardness;
- (J) total dissolved solids; and
- (K) presence/absence of total coliform bacteria.

(3) Conductivity and pH values may be measured in the field, and the other constituents shall be analyzed in a Texas Department of Health approved laboratory using methods approved by the commission.

(b) Submission of information. The information, data, and calculations required by this section shall be made available to the municipal or county authority, if requested, to document the requirements of this section as part of the plat application.

Adopted June 14, 2000

Effective July 9, 2000

§230.10. Determination of Groundwater Availability.

(a) Time frame for determination of groundwater availability. At a minimum, both a short- and long-term determination of groundwater availability shall be made, each considering the estimated total water demand at full build out of the proposed subdivision. Groundwater availability shall be determined for ten years and 30 years and for any other time frame(s) required by the municipal or county authority.

(b) Other considerations in groundwater availability determination. Groundwater availability determinations shall take into account the anticipated method of water delivery as identified under §230.5 of this title (relating to Proposed Subdivision Information) and will be compared to annual demand estimates at full build out as determined under §230.6 of this title (relating to Projected Water Demand Estimate).

(c) Determination of aquifer parameters. The parameters of the aquifer(s) being considered to supply water to the proposed subdivision shall be determined utilizing the information considered under §230.7 of this title (relating to General Groundwater Resource Information) and data obtained during the aquifer test required under §230.8 of this title (relating to Obtaining Site-Specific Groundwater Data) for individual water wells or under Chapter 290, Subchapter D of this title (relating to Rules and Regulations for Public Water Systems) and reported as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting). The time-drawdown and time-recovery data obtained during the aquifer test shall be used to determine aquifer parameters utilizing the nonequilibrium equations developed by Theis or Cooper-Jacob, or acceptable modifications thereof. The following aquifer parameters shall be determined:

- (1) rate of yield and drawdown;
- (2) specific capacity;
- (3) efficiency of the pumped (test) well;
- (4) transmissivity;
- (5) coefficient of storage;
- (6) hydraulic conductivity;

(7) recharge or barrier boundaries, if any are present; and

(8) thickness of the aquifer(s).

(d) Determination of groundwater availability. Using the information and data identified and determined in subsections (b) and (c) of this section, the following calculations shall be made.

(1) Time-drawdown. The amount of drawdown at the pumped well(s) and at the boundaries of the proposed subdivision shall be determined for the time frames identified under subsection (a) of this section.

(2) Distance-drawdown. The distance(s) from the pumped well(s) to the outer edges of the cone(s)-of-depression shall be determined for the time frames identified under subsection (a) of this section.

(3) Well interference. For multiple wells in a proposed subdivision, calculations shall be made to:

(A) determine how pumpage from multiple wells will affect drawdown in individual wells for the time frames identified under subsection (a) of this section; and

(B) determine a recommended minimum spacing limit between individual wells and well yields from the wells that will allow for the continued use of the wells for the time frames identified under subsection (a) of this section.

(e) Determination of groundwater quality. The water quality analysis required under §230.9 of this title (relating to Determination of Groundwater Quality) shall be compared to primary and secondary public drinking water standards and the findings documented as specified in §230.3(c) of this title.

(f) Submission of information. The information, data, and calculations required by this section shall be made available to the municipal or county authority, if required, to document the requirements of this section as part of the plat application.

Adopted June 14, 2000

Effective July 9, 2000

§230.11. Groundwater Availability and Usability Statements and Certification.

(a) Groundwater availability and usability statements. Based on the information developed under §230.10 of this title (relating to Determination of Groundwater Availability), the following information shall be provided as specified in §230.3(c) of this title (relating to Certification of Groundwater Availability for Platting):

(1) the estimated drawdown of the aquifer at the pumped well(s) over a ten-year period and over a 30-year period;

(2) the estimated drawdown of the aquifer at the subdivision boundary over a ten-year period and over a 30-year period;

(3) the estimated distance from the pumped well(s) to the outer edges of the cone(s)-of-depression over a ten-year period and over a 30-year period;

(4) the recommended minimum spacing limit between wells and the recommended well yield; and

(5) the sufficiency of available groundwater quality to meet the intended use of the platted subdivision.

(b) Groundwater Availability Determination Conditions. The assumptions and uncertainties that are inherent in the determination of groundwater availability should be clearly identified as specified in §230.3(c) of this title. These conditions must be identified to adequately define the bases for the availability and usability statements. These bases may include, but are not limited to, uncontrollable and unknown factors such as:

(1) future pumpage from the aquifer or from interconnected aquifers from area wells outside of the subdivision or any other factor that cannot be predicted that would affect the storage of water in the aquifer,

(2) long-term impacts to the aquifer based on climatic variations,

(3) future impacts to usable groundwater due to unforeseen or unpredictable contamination.

(c) Certification. Based on best professional judgement, current groundwater conditions, and the information developed and presented in the form specified by §230.3(c) of this title, the licensed professional engineer certifies by signature, seal, and date that adequate groundwater is available from the underlying aquifer(s) to supply the estimated demand of the proposed subdivision.

Adopted June 14, 2000

Effective July 9, 2000

Senate Bill 1323, 76th Legislature, 1999

Amended §§212.0101 and 232.0031, Local Government Code

- Provides that "*If a person submits a plat for the subdivision of a tract of land for which the source of the water supply intended for the subdivision is groundwater under that land*", a municipal authority by ordinance or a county commissioners court by order "*may require the plat application to have attached to it a statement that is prepared by an engineer registered to practice in this state and certifies that adequate groundwater is available for the subdivision.*"
- Requires the TNRCC to establish by rule the appropriate form and content of a certification to be attached to plat applications.
(Rules adopted on June 14, 2000; effective on July 9, 2000)
- The form and rules will be used and implemented only by the municipal and county platting authorities which choose to require groundwater availability certification.

01 OCT 11 AM 9:40

**PUBLIC NOTICE
OF
PETITION FOR ROAD ABANDONMENT**

ELIZABETH HIGGILL
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

Pursuant to Chapter 251.052 of Vernon's Texas Statutes - Transportation Code, the property owners listed below have hereby filled a petition with the Tom Green County Commissioner's Court, Tom Green County, Texas to abandon the road known as "Old Kellermeier Road located along the south Survey Lines of the German Emigration Surveys of 552, 553, 554 and 555 N.B. Gibbings Survey 1605 1/2, Tom Green County, Texas. This road has been discontinued as a Tom Green County maintained road for many years and serves no public purpose except to the property owners on whose the road is located.

<u>OWNER'S NAME</u>	<u>OWNER'S ADDRESS</u>
Ralph W. Kellermeier	Rt. 2 Box 27-C Miles, Tx. 76861
Sally A Kellermeier	Rt 2 Box 27-C Miles Texas 76861
Gertrude Kellermeier	P.O. Box 3 Mereta, Texas 76940
Edward Kellermeier	P.O. Box 3 Mereta, Texas 76940
Ed. Lay	1010 North Bell Leung 76903
Mereta Lay	1010 North Bell Leung 76905
Alan Kellermeier	1298 Blackwood Rd San Angelo TX 76905
Frank Atkinson	1298 Blackwood Rd. SA TX 76905
Mary Gonzales	17353 Bledsoe Rd MERETA TX 76940
Joe M. Lay	P.O. Box 38 Mereta, TX 76940
Kimberly Lay	P.O. Box 38 Mereta, TX 76940
Polly Boyd	PO Box 28 Mereta TX 76940
Staks	PO BOX 24 - MERETA
Alfred Delo Danga	Rt 2 Box 38 - Miles, TEXAS 76861

FIELD NOTES

40' County Road (Kellermeier Road)

September 9, 2001
01-A-1205

Being a 40.00 foot wide County Road known as Kellermeier Road and being out of German Emigration Survey 552, 553, 554 and 555, N. B. Giddings Survey 1605 ½, Tom Green County, Texas and said County Road (Kellermeier Road) being 20.00 feet each side of its centerline and said centerline being more particularly described as follows;

Beginning at a point 53.72 feet N. 00° 45' 25" E. from the southeast corner of said Survey 55 and in the center of said County Road (Kellermeier Road) at the intersection of said County Road heading South and heading West;

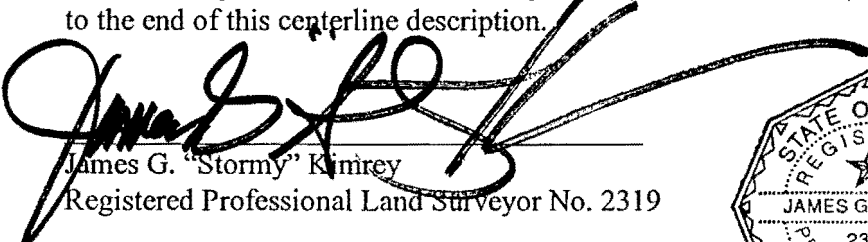
Thence with said centerline along or near the west line of said Survey 554, S. 00° 45' 25" W. at 53.72 feet pass the southeast corner of said Survey 555, in all a total distance of 2162.05 feet to the southwest corner of said Survey 554;

Thence along or near the south line of said Survey 554 and a line of said Survey 1605 ½, S. 89° 04' 04" E. 1351.21 feet to the southeast corner of said Survey 554 and an ell corner of said Survey 1605 ½;

Thence along or near the west line of said Survey 553, S. 00° 55' 09" W. 502.45 feet to the southwest corner of said Survey 553;

Thence along or near the south line of said Survey 553, S. 89° 11' 51" E. 1383.93 feet to the southeast corner of said Survey 553;

Thence along centerline of said County Road (Kellermeier Road), N. 01° 55' 19" E. 370.28 feet to the end of this centerline description.


James G. "Stormy" Kimrey
Registered Professional Land Surveyor No. 2319

