

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
TUESDAY, APRIL 19, 2005, 10:00 AM, SPECIAL SESSION
3RD FLOOR, UPSHUR COUNTY COURTHOUSE, COURTHOUSE SQUARE, GILMER, TEXAS

AGENDA

1. Discuss and take action regarding Road and Bridge policies, procedures, work performed in the prior weeks, and work to be performed in the upcoming weeks.
2. Discuss and take action regarding the maintenance of Serendipity Road.
3. Discuss and take action regarding approval of an Interlocal Agreement between the County and the Independent School Districts in Upshur County.
4. Discuss and take action regarding approval of an Interlocal Agreement between the County and the City of Gilmer.
5. Discuss and take action to authorize the County Judge to execute the Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund.
6. Discuss and take action concerning County policy for repair of school bus turnarounds.
7. Discuss and take action concerning Courthouse, Justice Center and Courtroom security.
8. Discuss and take action to authorize the County Judge to execute the Agreement to Contribute Funds - Local Government between the County and Texas Department of Transportation (the State).
9. Discuss and take action regarding repairs to Pct. 4 Constable's vehicle and future plans regarding whether the County will provide vehicles for the Constables.


Dean Fowler
Upshur County Judge

APR 19 2005 10:00 AM
UPSHUR COUNTY CLERK

UPSHUR COUNTY COMMISSIONER COURT
APRIL 19,2005

Commissioner Court met in Special Session. All members present.

1. Road Administrator, Bubba Pendarvis, met with Court to discuss road and bridge policies and procedures. Mr. Pendarvis stated to court that he did not think it was necessary to meet as much with the Court as they had in the past. Mr. Pendarvis stated because his office was now next door to the Commissioners, that he would rather be working on the road more. Mr. Pendarvis stated several ways in which the court could assist him and the road crew. After a lengthy discussion between Mr. Pendarvis and the Court, Judge Fowler stated he would get a legal opinion from District Attorney concerning Upshur County requiring permits for heavy trucks.

6. Motion by Lloyd Crabtree seconded by Gary Drennan to set a policy whereas request for repair of school bus turnarounds must come to County through the schools' transportation departments. Motion carried.

Motion by Gary Drennan seconded by James Crittenden to have meetings with road administrator on a as needed basis. Motion carried.

2. Motion by Gary Drennan seconded by Buddy Ferguson to approve continuing the maintenance on Serendipity Road. Motion carried.

3 & 4. Motion by Gary Drennan seconded by Lloyd Crabtree to approve local agreements between Upshur County and

the City of Gilmer and Union Hill ISD, Harmony ISD, and Gilmer ISD. Motion carried. Interlocal agreements attached.

7. Motion Buddy Ferguson seconded by Gary Drennan to request Sheriff Anthony Betterton to providing the Court with a plan for County Courthouse Security. Motion carried.

Motion by Lloyd Crabtree seconded by Buddy Ferguson to:

- Place all Courthouse Security under the office of the Sheriff's Department
- Authorize the Sheriff to hire a second bailiff
- Place the duties of the present bailiff under the direction of the Sheriff.
- Remove all courthouse security funding from the present bailiff's salary, effective April 29, 2005

Motion carried.

5. Motion by Buddy Ferguson seconded by Gary Drennan to authorize County Judge to execute the participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund. Motion carried. Participation agreement attached.

8. Motion by Gary Drennan seconded by Lloyd Crabtree to authorize the County Judge to execute the Agreement to Contribute Funds-Local Government between the County and Texas Department of Transportation. Motion carried. Agreement attached.

9. Motion by Buddy Ferguson seconded by James Crittenden to approve expenditure of \$450.00 for repair of Constable Precinct #4 vehicle. Motion carried.

Motion by Buddy Ferguson seconded by Lloyd Crabtree to adjourn., Motion carried.

Attendance sheet placed into minutes for recording purposes only.

Robin Rodenberg
Attest



10-68-1-G 276

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and the City of Gilmer, hereinafter referred to as "Gilmer." Upshur County and Gilmer do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of Gilmer located in Upshur County.

RESPONSIBILITY OF GILMER: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Gilmer, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Gilmer agree that County road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In the case any one or more of the provisions contained in this agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective the 22 day of March, 2005, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

APR 13 2005
CC Ayler

COUNTY OF UPSHUR

Dean Fowler
Dean Fowler, County Judge

ATTEST:

Robin Rodenberg
Robin Rodenberg, Upshur County Clerk

James Crittenden
James Crittenden, Commissioner, Pct. 1

Joe Ferguson
Joe Ferguson, Commissioner, Pct. 2

Lloyd A. Crabtree
Lloyd A. Crabtree, Commissioner, Pct. 3

Gary Drennan
Gary Drennan, Commissioner, Pct. 4

CITY OF GILMER

R. D. Cross
R. D. Cross, Mayor

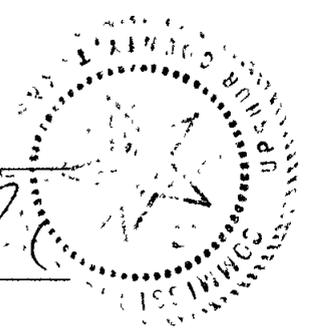
Randy McDaniel
Randy McDaniel, Mayor Pro Tem &
Councilman, Dist. 3

William Hornsby
William Hornsby, Councilman, Dist. 1

Dan Ryan
Dan Ryan, Councilman, Dist. 2

Teathel Hollis
Teathel Hollis, Councilwoman, Dist. 4

Sarah Dumas
Sarah Dumas, Councilwoman at Large



INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Union Hill ISD, hereinafter referred to as "Union Hill ISD." Upshur County and Union Hill ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Union Hill Schools located in Upshur County.

RESPONSIBILITY OF UNION HILL ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Union Hill Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Union Hill ISD agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In the case any one or more of the provisions contained in this agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective the 14th day of April, 2005, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.



COUNTY OF UPSHUR

ATTEST:

Dean Fowler
Dean Fowler, County Judge

Robin Rodenberg
Robin Rodenberg, Upshur County Clerk

James Crittenden
James Crittenden, Commissioner, Pct. 1

Joe Ferguson
Joe Ferguson, Commissioner, Pct. 2

Lloyd A. Crabtree
Lloyd A. Crabtree, Commissioner, Pct. 3

Gary Drennan
Gary Drennan, Commissioner, Pct. 4

UNION HILL ISD.

Shawn A. Schelch
Union Hill Superintendent

Ken Metz (Board President)
Board Secretary

Apr 14 05 01:42p

Upshur Co Commissioners

903-843-4301

P. 1

VOL 68 p. 280

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Harmony ISD, hereinafter referred to as "Harmony ISD." Upshur County and Harmony ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Harmony Schools located in Upshur County.

RESPONSIBILITY OF HARMONY ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Harmony Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Harmony ISD agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In the case any one or more of the provisions contained in this agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective the 18th day of April, 2005, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

COUNTY OF UPSHUR

Dean Fowler, County Judge

James Crittenden, Commissioner, Pct. 1

Lloyd A. Crabtree, Commissioner, Pct. 3

ATTEST:

Robin Rodenberg, Upshur County Clerk

Joe Ferguson, Commissioner, Pct. 2

Gary Drennan, Commissioner, Pct. 4



HARMONY ISD.

Ray Miller, Harmony Superintendent

Ann Stegall, Board Secretary

RECEIVED
FEB 22 2005
GILMER ISD

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereinafter referred to as "Upshur County" and Gilmer ISD, hereinafter referred to as "Gilmer ISD." Upshur County and Gilmer ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, manpower and actual performance of the construction, improvement, maintenance of repair of roads within the boundaries of the Gilmer Schools located in Upshur County.

RESPONSIBILITY OF GILMER ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Gilmer Schools, including but not limited to sand, clay, oil dirt and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Gilmer ISD agree that County road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each party hereby releases, acquits and discharges the other party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives and agents of the other party.

No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

In the case any one or more of the provisions contained in this agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective the 21st day of March, 2005, by the officials hereunto duly authorized, in duplicate, either copy of which shall have the force and effect of an original.

RECEIVED
APR 13 2005
By CC by RCL

COUNTY OF UPSHUR

Dean Fowler
Dean Fowler, County Judge

James Crittenden
James Crittenden, Commissioner, Pct. 1

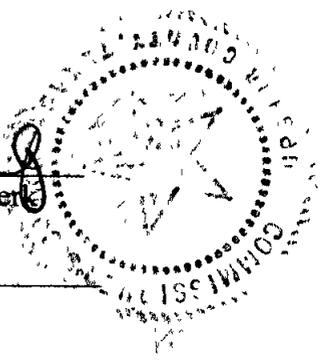
Lloyd A. Crabtree
Lloyd A. Crabtree, Commissioner, Pct. 3

ATTEST:

Robin Rodenberg
Robin Rodenberg, Upshur County Clerk

Joe Ferguson
Joe Ferguson, Commissioner, Pct. 2

Gary Drennan
Gary Drennan, Commissioner, Pct. 4



GILMER ISD.

Kickapoo
Gilmer Superintendent

W. Dennis Ogden
Board Secretary

TEXAS ASSOCIATION OF COUNTIES

1210 San Antonio • Austin, TX 78701

P O Box 2131 • Austin, TX 78768-2131

Sam D. Seale • Executive Director



March, 29 2005

Honorable Dean Fowler, Judge
Upshur County
P O Box 790
Gilmer, TX 75644

Dear Judge Fowler,

On March 10, 2005 the Unemployment Compensation Group Account Fund Board of Trustees, by board resolution, asked the Texas Association of Counties Board of Directors to make the following changes to the Unemployment Fund's bylaws

- Amend the bylaws to ensure that they are consistent with the bylaws of other TAC administered Funds regarding indemnification provisions
- Change bylaws to alter the way the board is selected to help ensure proper composition of the board and to help ensure a quorum of the Board is available to meet at least once on an annual basis
- To allow allocation of TWC imposed penalties back to those members responsible for causing the penalties. These penalties are assessed primarily when a member is late turning in certain required reports

Because of the changes to the bylaws, modification of the interlocal participation agreement is also necessary

- The interlocal participation agreement has been updated to make distribution of TWC fines more equitable for members. Currently, the Unemployment Compensation Group Account Fund can assess a penalty that is either \$25 00 or 5% of the member's contributions for the quarter for turning in requested TWC payroll reports late. However, the TWC can assess the Unemployment Compensation Group Account Fund up to a \$10,000 penalty for that violation of established procedure. Recently some members, by their individual actions, have exposed the Fund to the risk of being assessed a substantial fine for turning in their required payroll reports late. The interlocal agreement has been updated to proportionally assess any penalty imposed by the TWC back to those members responsible for causing the fine

- Changes have also been made to the interlocal participation agreement to correct spelling and other errors in grammar and punctuation

A copy of the updated bylaws is attached for your information. In addition to the Bylaws, there are two copies of the new interlocal participation agreement that need to be executed. Please sign one copy of the interlocal agreement and mail it back to TAC in the enclosed envelope. You should retain the second copy for your file.

If you have any questions, feel free to call Jim Jean, Program Director, or me at 1 (800) 456- 5974

Sincerely,



Chris S Shaw, ARM
Texas Association of Counties
Business Analyst Program Administration

PARTICIPATION AGREEMENT

for

TEXAS ASSOCIATION OF COUNTIES

UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND

This Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund "Agreement" entered into by and between the Texas Association of Counties Unemployment Group Account Fund (hereinafter called "Fund" and Upshur County (hereinafter called "Fund Member") (Fund and Fund Member may be referred to collectively herein as "Parties") shall be effective as of the date hereinafter shown

RECITALS

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") for the payment of reimbursements by political subdivision employers to the Texas Workforce Commission (hereinafter called "TWC") required under Sections 204 101-204 105, 205 001 and 205 021 of the Texas Labor Code, and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, it is agreed and understood among the Parties as follows

ARTICLE I
APPOINTMENT OF FUND

1 01 Appointment

Fund is hereby appointed Agent of the Fund Member for the purposes of the Agreement and is authorized to represent Fund Member before the TWC

1 02 Length of Appointment

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

ARTICLE II
ELECTION OF PARTICIPATION

2 01. Election

Fund Member hereby elects to become a member of and participate in the Fund

2 02. Length of Election

Fund Member's election under paragraph 2 01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

2 03. Nature of Election

By its election under paragraph 2 01 of this Agreement, Fund Member elects to join and participate in the TAC Unemployment Compensation Group Account maintained by TWC under Account Number 99-991884-0 or any other account established by the Fund with TWC to further the purposes of this Agreement ("Group Account"). The Group Account is maintained for the purpose of receiving contributions required under *Section 205 001 of the Texas Labor Code* and paid by the Fund

ARTICLE III
POWER AND DUTIES OF FUND

3 01 Authority to Act as Agent

Fund Member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

3 02 Powers of Fund

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following.

- a The power to collect and retain all monies required from Fund Member,
- b The power to establish a Contribution Rate for Fund Member;

- c The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member,
- d The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member,
- e The power to require the appointment by Fund Member of an Unemployment Coordinator,
- f The power to delegate any power or duty conferred by this Agreement to an independent contractor, including the power to act as Fund Member's agent before the TWC;
- g The power to develop and establish unemployment cost control services,
- h The power to establish and manage the Group Account,
- i The power to maintain a separate account or accounts for Fund Member and to co-mingle the funds contributed by any member of the Fund,
- j To the extent permitted by Texas law, the power to review claims, determine their validity, and dispose of claims received by the Fund,
- k The power to appoint legal counsel to represent the Fund,
- l The power to open and maintain bank accounts in the name of the Fund; and
- m The power to perform any act whether or not expressly authorized herein, which the Fund deems necessary to accomplish the general objectives of the Fund.

3.03 Signature of Fund

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, political subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

3.04 Liability of Fund

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated

3.05 Duty to Act

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take

ARTICLE IV
FUND MEMBER ACCOUNT

4.01. Retention of Monies

Fund shall retain all monies paid to Fund by Fund Members until such time as Fund ceases to be liable to TWC for any charges incurred by Fund Member during the period Fund Member

participated in the Group Account. Should the monies retained by Fund on behalf of Fund Member be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. This paragraph 4 01 survives the termination of this Agreement. In the event of termination of this Agreement and subsequent to the determination that Fund is no longer liable to TWC for charges attributable to Fund Member, Fund shall remit to Fund Member any remaining balance in the Group Account contributed by the Fund Member.

4 02 Maintenance of Separate Account

Fund shall maintain a separate account for Fund Member, within the Group Account. Fund may maintain more than one separate account within the Group Account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account. If more than one separate account is maintained by Fund for Fund Member, each separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TWC shall be binding on Fund Member.

ARTICLE V CONTRIBUTION RATE/CONTRIBUTION

5 01 Calculation of Contribution Rate

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided, however, in no event shall the contribution rate be less than 1/20 of one percent (.005) of Fund Member's payroll, subject to the minimum contribution requirement stated in Section 5 02 herein. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TWC for six (6) consecutive calendar quarters, Fund Member's contribution rate shall be 8/10 of one percent (.008) of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the Fund Member's yearly gross payroll.

5 02 Responsibility to Contribute

Fund Member shall contribute to Fund a payment calculated on Fund Member's gross payroll for the preceding calendar quarter for all non-elective employees (full-time, part-time and temporary). In calculating the contribution, the Fund Member's Contribution Rate shall be applied to the total gross payroll of all non-elective employees. However, a minimum contribution of \$25 00 per quarter shall be made by all Fund Members.

5 03 Initial Contribution

A new Fund Member shall pay an initial contribution determined by either its actual gross payroll for all non-elective employees owed in the full quarter immediately prior to joining the Fund or by an estimated gross payroll for the next calendar quarter if Fund Member has had no previous payroll history. In no event shall the initial contribution be less than the minimum contribution of \$25 00 per quarter.

5 04. Contribution Payments and Reports

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information in a manner acceptable to TWC and Fund.

5 05 Due Date of Contributions and Reports

Quarterly Unemployment records and contributions shall be due and payable to the Fund no later than the 10th day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty. The penalty will be that portion of any assessed TWC fine attributable to Fund Member's late reporting.

ARTICLE VI
UNEMPLOYMENT COORDINATOR

6 01. Appointment

Fund Member shall, by written instrument, appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

6 02 Change of Unemployment Coordinator

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

6.03. Responsibility of Unemployment Coordinator

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor, if any, are not required to contact any other individual with respect to Fund Member's responsibilities under this Agreement except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

ARTICLE VII
TERMINATION

7.01 Notice

This Agreement may be terminated by either party giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, Certified Return Receipt Requested.

7.02 Liability Subsequent to Termination

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability for any obligation or liability Fund may have to TWC as a result of Fund Member's inclusion in the Group Account.

ARTICLE VIII
MISCELLANEOUS

8.01. Unemployment Cost Control Services

Fund Member shall be furnished with periodic statements of claim activity and the status of claims by Fund or its contractor.

8.02 Eligibility of Fund Member

Fund Member is required to be a member in good standing of TAC or must be located within a county that is a member in good standing of TAC.

8 03 Agreement to Comply with Bylaws

Fund Member agrees to comply with the Bylaws of Fund as adopted and as they may be amended by Fund's Board of Trustees

8.04 Amendment

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument, signed by the Fund and Fund Member and attached to and made a part of this Agreement.

8 05. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas. Venue for any litigation concerning this Agreement shall be in the district courts of Travis County, Texas

8 06 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

8 07. Effect of Partial Invalidity

If any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement

8 08 Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision

8 09 Notices

Any notice required to be given, or payment required to be made, to Fund shall be deemed properly sent if addressed to

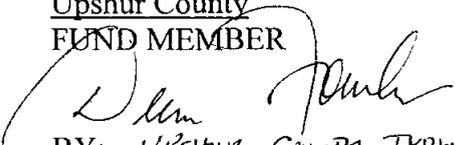
Texas Association of Counties
Unemployment Compensation Group Account Fund
c/o Texas Association of Counties
P.O. Box 2131
Austin, Texas 78768-2131

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signature this 19 day of APRIL, 2005.

TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION
GROUP ACCOUNT FUND

BY 
Executive Director, Texas Association of Counties

Upshur County
FUND MEMBER

BY: UPSHUR COUNTY JUDGE
Title

**BYLAWS OF THE
TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND**

The Texas Association of Counties Unemployment Compensation Group Account Fund is hereby created by resolution adopted on the 9th day of December, 1977 by the Board of Directors of the Texas Association of Counties. The following Bylaws are adopted to authorize and govern the operation of this Fund.

DEFINITIONS

- 1) TAC means the Texas Association of Counties
- 2) TWC means the Texas Workforce Commission
- 3) Board of Directors means the TAC Board of Directors
- 4) Fund means the TAC Unemployment Compensation Group Account Fund
- 5) Fund Member means a political subdivision that has signed an interlocal agreement to participate in the Fund and has been authorized to do so by the TWC
- 6) Board of Trustees means the Board of Trustees of the Fund established by these Bylaws
- 7) Committee or Executive Committee means the Executive Committee of the Board of Trustees established by these Bylaws
- 8) Executive Director means the Executive Director of the Texas Association of Counties or the Executive Director's duly authorized designee

INDEMNIFICATION AND LIABILITY

- A The Fund shall indemnify a current or former Trustee, officer or employee of the Fund or the Executive Director in accordance with this Article.
- B For a proceeding brought by any person or entity other than the Fund against a person described in Paragraph A because he or she held such a position or performed the duties thereof, the Fund shall indemnify the person against judgments, penalties (including excise and similar taxes), fines, settlements, and

reasonable expenses actually incurred by the person in connection with the proceeding and in the defense thereof.

- C For a proceeding brought by the Fund against a current or former Trustee, the Fund may indemnify the person only if the Fund determines that the person reasonably believed that his or her conduct on the Board was in the Fund's best interest. Indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding.
- D The Fund shall not indemnify a person under this Article for obligations resulting from a proceeding in which the person is found liable on the basis that personal pecuniary benefit was improperly received by the person or in which the person is found liable to the Fund.
- E. Notwithstanding any other provision of this Article, the Fund shall indemnify any current or former Trustee, officer, or employee of the Fund or the Executive Director against reasonable expenses incurred in connection with a proceeding brought against the person because he or she holds or held a position or performed duties on behalf of the Fund if the person is or was wholly successful, on the merits or otherwise, in the defense of the proceeding.
- F A determination of indemnity under Paragraph C and of the reasonableness of expenses must be made by the Trustees who are not named defendants or respondents in the proceeding as follows:
 - 1 By a majority vote of a quorum of the Trustees eligible to vote on the matter,
 - 2 By a majority vote of a committee composed of two or more eligible Trustees that is designated to act by a majority vote of all Trustees, or
 - 3 By special legal counsel selected by a majority vote of a quorum of the eligible Trustees or by a majority vote of the committee, as applicable, or by a majority vote of all Trustees if a quorum or committee cannot be established.

A denial of indemnification may be appealed to the District court of Travis County, Texas for a de novo determination.

- G The termination of a proceeding by judgment, order, settlement, or conviction or a plea of nolo contendere or its equivalent is not of itself determinative that the person to whom indemnity may be or may have been provided did not meet the requirements necessary for indemnification under this Article.
- H The Fund may indemnify and advance expenses to a person who is not a current or former Trustee before the final disposition of the proceeding as may be

provided by specific action of the Board, or contract or as required by common law

- I. The Fund may indemnify and advance expenses to a current or former Trustee before final disposition of the proceeding only after
 - 1 a determination by the entity designated in Paragraph F that the facts then known by the entity would not preclude indemnification; and
 - 2. the current or former Trustee provides a written affirmation of the person's good faith belief that he or she has met the standard of conduct necessary for indemnification and a written undertaking by or on the person's behalf to repay the amount paid or reimbursed if it is ultimately determined that the person has not met the standard. The written undertaking must be an unlimited general obligation of the current or former Trustee but security is not required

- J The Fund may purchase and maintain insurance on behalf of any person named in Paragraph A of this Article against any liability asserted against the person because of the position held or the duties performed, whether or not the Fund would have the power to indemnify the person against that liability under this Article

- K A person named in Paragraph A of this Article is not personally liable to the Fund or its Members for any acts performed or omitted for the Fund, except for theft from the Fund

- L The Fund may obtain a bond or other security to guarantee the faithful performance of the duties of each Trustee

- M In this Article:
 - 1 "Proceeding" means any threatened, pending, or completed action, suit, or other proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal thereof, and any inquiry or investigation that could lead to such an action, suit, or other proceeding. "Proceeding" does not include an action to discipline or terminate an employee
 - 2 "Expenses" includes court costs and attorneys' fees
 - 3 "Trustee," "Officer," and "Employee" include an estate thereof when the term is used in the context of the provision of indemnity or other associated right

N In the event of invalidity of any portion of this Article, indemnity shall be provided in accordance with and to the fullest extent permissible by law

NATURE OF THE ORGANIZATION

The Fund shall consist of an unincorporated association of political subdivisions of the State of Texas (hereinafter called Fund Members) A county must be a dues-paying member of the Texas Association of Counties to be eligible to participate as a Fund Member Any county which withdraws its membership in the Texas Association of Counties is ineligible to continue to participate as a Fund Member and shall be terminated Political subdivisions of the State of Texas other than counties may be admitted as Fund Members The Fund is intended to be the contracting mechanism by which each Fund Member finances and administers its obligations under the Texas Unemployment Compensation Act, as amended

ESTABLISHMENT OF THE BOARD

The Fund shall be governed by a Board of Trustees and its Executive Committee which are hereby created. All actions and decisions may be reviewed by the TAC Board of Directors who retain final authority The Board of Trustees shall supervise the administration and operation of the Fund through its Executive Committee.

COMPOSITION OF THE BOARD

The Board of Trustees shall be composed of seven voting members. The voting members of the Board shall be appointed by the President of the TAC Board of Directors with the approval of the TAC Board of Directors The President of TAC shall be an ex-officio member of the Board and Executive Committee Nonvoting members may be appointed by the TAC Board of Directors

QUALIFICATIONS AND TERM OF THE BOARD

Members serve a three year term No person shall serve more than two consecutive three-year terms, however, a Trustee may serve until a successor has been appointed and has been qualified A Trustee appointed to fill a vacancy in an unexpired term shall not be considered to have served for a full three-year term and may be reappointed for two subsequent three-year terms

A Trustee whose county of residence ceases to be a Fund Member, shall automatically be disqualified to serve as a member of the Board of Trustees, and his position shall become vacant. A Trustee who fails to attend more than two consecutive meetings without a valid excuse may be deemed to have vacated his term of office on the Board and be replaced by the President of the TAC Board of Directors with the approval of the TAC Board of Directors. A vacancy on the Board of Trustees shall be filled for the unexpired term and in the same manner as the original appointment.

APPOINTMENT OF OFFICERS:

Annually, the President of the Texas Association of Counties, with the approval of the Board of Directors of the Texas Association of Counties, shall appoint a Chairman and a Vice Chairman from the members of the Fund's Board of Trustees. The officers of the Board shall serve one year terms until December 31 of each year.

MEETINGS

The Board shall hold at least one meeting annually and may hold such other meetings as may be necessary when called by the Chairman. All meetings shall be in Austin, unless 30 days written notice has been sent to all Trustees designating another location. In lieu of a formal meeting, the Board and the Executive Committee may transact business by either mail or electronic conference, provided that, in the event of mail vote, the mail ballots of all of the Trustees or Executive Committee Members are returned and all such cast ballots reflect affirmative votes and provided, further, that, in the event of an electronic conference vote, the TAC staff at the direction of the Chairman or any three voting Trustees of the Board shall attempt to contact all the voting Trustees with information concerning the time of the conference and the matter to be discussed. In the event of an electronic conference vote by the Executive Committee, the TAC staff at the direction of the Chairman shall attempt to contact all the Committee with information concerning the time of the conference and the matter to be discussed. A majority of the Trustees or Committee members must participate in the conference and vote. Electronic conference votes must be confirmed in writing by each participating Trustee or Committee member or by subsequent approval of the minutes reflecting such vote. Action taken pursuant to such procedures in each such case shall be binding.

OFFICERS: QUORUM

The Officers of the Board shall consist of a Chairman and a Vice Chairman. The Chairman shall see that the minutes and records of the Board are kept. A majority of Trustees of the Board shall constitute a quorum. A majority of the Executive Committee (as established in Section 8 of these Bylaws) shall constitute a quorum.

Concurrence of a majority of those present and voting shall be necessary for any official action taken by the Board or by the Committee

THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Trustees shall be composed of three members. The Chairman of the Board shall be the Chairman of the Committee and a voting member. The Vice Chairman of the Board shall be the Vice Chairman of the Committee and a voting member. The Chairman of the Board shall choose one additional member to serve on the Committee. The Committee shall be chosen annually. The Committee is authorized to carry out the functions, powers, and duties of the Board between regular and called Board meetings. The Board may by resolution reserve specific functions, powers and duties to itself. All actions and decisions of the Committee may be reviewed by the Board of Trustees and the TAC Board of Directors.

REIMBURSEMENTS

The members of the Board shall serve without compensation, but shall be entitled to reimbursement of reasonable actual expenses incurred in the performance of their official duties upon the approval of the Board.

POWERS AND DUTIES

The Board, in addition to other powers and duties herein conferred and imposed or authorized by law, shall have the following powers and duties:

- A. It may exercise any power or authority conferred on the Fund by the provisions of any interlocal participation agreement with any Fund Member.
- B. It may, in the exercise of its power to establish a contribution rate for each Fund Member, make adequate provision for the payment of claims, the payment of expenses, the accumulation of reserves and the payment of deficits in any account of a Fund Member.
- C. It may require payments from Fund Members in addition to the quarterly contributions otherwise required for the purpose of avoiding or extinguishing any deficit in the accounts of fund Members or for the purpose of establishing or maintaining sufficient reserves, as may be required by the Board.
- D. It may make interest charges to the account of any fund Member whose account is in deficit which the Board deems to be sufficient to compensate the remaining fund Members for their pro rata shares of investment income lost due to such deficit.

E The Board shall have the authority, provided the loss position and the financial condition of the Fund is sufficiently sound, to return some or all of the reserve funds to the Fund Members as the Board deems appropriate in the exercise of its discretion

FUND MEMBERS

Each of the Fund Members shall be required to pay to the Fund not less than quarterly the amounts charged by the Fund as provided by the Interlocal Agreement between the fund and the Fund Member Failure to pay the amounts required when due shall render the membership of the Fund Member subject to termination by action of the Board or Executive Committee In the event there is any disagreement between the Fund Member and the Fund representative, the Fund Member shall have the right to appeal to the Executive Committee. If the disagreement is unresolved the Fund Member may appeal to the Board of Trustees and final appeal shall rest with the TAC Board of Directors

ASSOCIATE MEMBERS

Nothing herein shall be construed to prevent the acceptance of Associate Members of the Fund and such category of membership is permissible The Associate Members shall not be voting members of the Fund Associate Members shall be entitled to all services as specified by Agreement between Associate Members and the Fund, except that Associate Members will not deposit any contributions with the Fund, and the Fund shall not administer the accounts in which Associate Member retain their own unemployment compensation funds Each Associate Member shall pay to the Fund fees for the services of the Fund as set by the Board of Trustees

FISCAL YEAR

The fiscal year for the Fund shall be from the 1st day of January of each year and ending on the 31st day of December of that year

MEMBER'S VESTED RIGHT TO INCOME

Each Fund Member shall receive credit for its pro rata share, as determined by the Board, of income earned by the Fund in each fiscal year Any excess of income and contributions, together with any reserve requirements established by the Board, over expenses and losses shall accrue to the Fund Members and will be used to reduce contribution payments, to build reserves, or to pay dividends, in the manner, amounts and at the times as may be determined by the Board.

WITHDRAWAL FROM MEMBERSHIP

Any Fund Member may withdraw from the fund at any time upon 60-day written notice to the Board subject to the rules of the Texas Workforce Commission and law. The Fund Member withdrawing may not withdraw the reserves on any of the claims that are being paid from the Fund or may be required to be repaid from the Fund except as may be authorized by the Board. The Fund shall continue the servicing of any claims as required by law after the withdrawal of the Fund Member. The withdrawing Fund Member shall make adequate provision to indemnify the Fund for charges attributable to its account. After the Fund Member withdraws from the Fund and all claims are paid and serviced, the Board shall return to the withdrawing Fund Member such Fund Member's reserve, if any, determined as of the date of the Fund Member's withdrawal from the Fund and such Fund Member's share of accrued income or dividends, in accordance with the determination of the Board.

AMENDMENTS TO THE BYLAWS

The Bylaws may be amended by the TAC Board of Directors after notice of the proposed amendment has been mailed to the members of the Board of Directors at least ten (10) days prior to the day of the meeting to consider same. The Board of Trustees may recommend such changes as it deems necessary or desirable from time to time.

CERTIFICATE

I am the secretary of the Texas Association of Counties Unemployment Fund, and the official custodian of its records. I hereby certify that this document is a true and correct copy of current version of the Fund's bylaws, as kept in the normal course of business.

Dated 4-4-2005 By Melissa Pota
For The Unemployment Fund

A RESOLUTION AUTHORIZING THE UPSHUR COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF UPSHUR COUNTY, TEXAS, AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM

WHEREAS, the Texas Department of Transportation has approved a project for US 259 at Intersection of SH 155,

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way, and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to 6 2% of the cost of the right of way for the proper development and construction of the State Highway System,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY

Section 1: That the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Upshur County thereto

Section 2 It is further resolved that the County Judge is authorized to execute on behalf of Upshur County any supplemental agreements or further modifications to the above referenced agreement

Section 3 That a copy of said agreement is attached hereto and made a part hereof as if fully set out herein

Section 4. That this resolution shall become effective immediately upon passage and approval

MOTION made by Commissioner Gary Drennan and SECONDED by Commissioner Lloyd Crabtree, 2005

PASSED AND APPROVED this 19th day of April, 2005

UPSHUR COUNTY COMMISSIONERS' COURT

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER - PRECINCT NO. 1

[Signature]
COMMISSIONER - PRECINCT NO. 2

[Signature]
COMMISSIONER - PRECINCT NO. 3

[Signature]
COMMISSIONER - PRECINCT NO. 4



ATTEST
[Signature]
COUNTY CLERK, UPSHUR COUNTY



101 68 PG 303

AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT
(Economically Disadvantaged County)

County Upshur
District Atlanta

Federal Project No N/A
Highway US 259

ROW CSJ No 0392-02-072

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Upshur County, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Resolution dated the 19 day of APRIL, 2005, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No US 259 with the following project limits

From Limits At Intersection of SH 155

To , and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project, and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System, and

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on August 26, 2004 by virtue of Minute Order No 109766 attached hereto and incorporated into this agreement, approving a thirty-eight percent (38 %) adjustment to the required Ten percent (10%) local participation for this project, thereby resulting in a **Local Government** net contribution amount of six and two tenths percent (6 2%) participation,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to six and two tenths percent (6 2%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Nine thousand six hundred thirty-nine Dollars (\$ 9,639 00), which represents six and two tenths percent (6 2%) of One hundred fifty-five thousand four hundred sixty Dollars (\$ 155,460 00), the estimated total cost of the right of way If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than Six and two tenths percent (6 2%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, order, rule, policy, or other directive will be determined by the **State** at its sole discretion

Donations of real property may be credited to the **Local Government's** funding obligation for cost of right of way to be acquired for this project Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the **Local Government** to the **State** shall be based on the property's fair market value established as of the effective date of this agreement The fair market value shall not include increases or decreases in value caused by the project

and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The **Local Government** will provide to the **State** all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a licensed appraiser approved by the Texas Department of Transportation, Right of Way Division, unless the **Local Government** determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the **State**. The **State** will review the submitted documentation and make a final determination of value, provided however, the **State** may perform any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the **State** after the effective date of this agreement and the **State's** issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the **State** for the **Local Government's** funding share of the right of way to be acquired for this project. The total credit cannot exceed the **Local Government's** matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the **Local Government**, applied to project phases other than right of way, nor used for other projects. In the event the **Local Government's** monetary contributions to the **State** for acquisition of right of way, when added to its donation credits, exceed the **Local Government's** matching share of the right of way obligation, there will be no refund to the **Local Government** of any portion of its contributed money.

The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

NO: 68 OG 305

THE LOCAL GOVERNMENT

By 

Title COUNTY JUDGE

Date APRIL 19, 2005

EXECUTION RECOMMENDED:

District Engineer, Atlanta District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By _____
John P. Campbell, P E
Right of Way Division Director

Date _____

TEXAS TRANSPORTATION COMMISSION

VARIOUS County

MINUTE ORDER

Page 1 of 2

District VARIOUS

Transportation Code, §222 053, requires the Texas Transportation Commission (commission), when evaluating a proposal for a highway improvement project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement

Title 43, Texas Administrative Code (TAC), §15 55, states that the commission will consider a local government's effort and ability to meet the local matching funds requirement, and will consider the following criteria when evaluating a request for an adjustment to the requirement

- (1) population level,
- (2) bonded indebtedness,
- (3) tax base,
- (4) tax rate,
- (5) extent of in-kind resources available, and
- (6) economic development sales tax

Transportation Code, §222 053, defines an economically disadvantaged county as a county that has, in comparison to other counties in the state

- (1) below average per capita taxable property value,
- (2) below average per capita income, and
- (3) above average unemployment

In accordance with these criteria, 56 counties are classified as economically disadvantaged for Fiscal Year 2004

The Texas Department of Transportation (department) received applications from political subdivisions in counties that have been classified as economically disadvantaged for Fiscal Year 2004 adjustments of the local matching funds requirement

The department reviewed the applications and found them to be in compliance with the requirements of Transportation Code, §222 053 and 43 TAC, §15.55

The commission has considered the criteria contained in 43 TAC, §15 55, has reviewed the applications for adjustment, and has determined that the local matching funds requirement should be adjusted in the amount indicated in Exhibit A

TEXAS TRANSPORTATION COMMISSION

VARIOUS County

MINUTE ORDER

Page 2 of 2

District VARIOUS

IT IS THEREFORE ORDERED by the commission that the adjustments to the local matching funds requirement described in Exhibit A are hereby respectively adjusted to the percentage indicated

IT IS FURTHER ORDERED that any existing advance funding agreement between the department and the respective local governments be modified to reflect the adjusted cost participation requirements, provided that funds already received by the department under the terms of existing agreements will not be adjusted or reimbursed

Submitted and reviewed by

Recommended by

Director, Transportation Planning
and Programming Division

Executive Director

109766 AUG 26 04
Minute Date
Number Passed

EXHIBIT A
Local Matching Funds
Economically Disadvantaged Counties
August 2004

105-67 pg 308

County	Applicant	CSF	Project Location	Components	Total Cost	Est. Local Participation	Adjustment	Est. Local Participation After Adjustment
Cameron	City of Brownsville	0684-01-046	Widen to four lanes divided on FM 511 from US 77/83 to SH 48	Right of Way	\$18,004,289	\$1,800,029	57%	\$774,012
Cameron	City of Brownsville	0684-01-059	Widen to four lanes divided on FM 511 from SH 48 south to FM 3068	Right of Way	\$1,415,520	\$141,552	57%	\$60,867
Cameron	City of Brownsville	1138-02-015	Realign two rural lanes with shoulders on FM 803 from 0.5 miles south of SH 100 to US 77/83 at Rancho Viejo Overpass	Right of Way	\$250,000	\$25,000	57%	\$10,750
Cameron	Cameron County	1138-02-015	Realign two rural lanes with shoulders on FM 803 from 0.5 miles south of SH 100 to US 77/83 at Rancho Viejo Overpass	Right of Way	\$500,000	\$50,000	52%	\$24,000
Coleman	Coleman County	0923-08-017	Replace bridge and approaches on CR 422 at Hords Creek	Preliminary Engineering Construction	\$390,000	\$39,000	30%	\$27,300
Coleman	Coleman County	0923-08-920	Replace bridge and approaches on CR 136 at Branch of Hords Creek	Preliminary Engineering Construction	\$227,500	\$22,750	30%	\$15,925
Coleman	Coleman County	0923-08-930	Replace bridge and approaches on CR 220 at the Colorado River	Preliminary Engineering Construction	\$650,000	\$65,000	30%	\$45,500
Hidalgo	City of Edinburg	0255-07-110	Widen to six lanes on US 281 from SH 107 to BUS 281	Right of Way	\$30,000	\$3,000	72%	\$840
Hidalgo	City of Edinburg	1939-01-046	Widen FM 2061 to four lanes from SH 107 to FM 1925	Right of Way	\$120,000	\$120,000	72%	\$33,600
Upshur	Upshur County	0392-02-071	Construct grade separation on US 259 at intersection of SH 155	Right of Way	\$155,460	\$15,546	38%	\$9,639

TEXAS TRANSPORTATION COMMISSION

VARIOUS County

MINUTE ORDER

Page 1 of 2

District VARIOUS

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The commission has considered the criteria contained in 43 TAC, §15 55, has reviewed the applications for adjustment, and has determined that the local matching funds requirement should be adjusted in the amount indicated in Exhibit A.

ATTENDANCE SIGN-IN SHEET
 UPSHUR COUNTY COMMISSIONER'S COURT

DATE: 4-19-05

1. M. K. Kuya	1. Constable Pet 4
2. Charles Daniels	2. Bldg maint
3. Robert [unclear]	3.
4. Cardin Bullock	4. DC
5. James [unclear]	5. Gilmer
6. [unclear]	6.
7. W. J. Harris	7. Gilmer
8. Phillip Wilhams	8. CUMMER MIRROR + CUMMER MIRROR
9. Amy Ratcliffe	9. Gilmer
10.	10.
11.	11.
12.	12.
13.	13.
14.	14.
15.	15.
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.