

The Commissioner's Court of Tom Green County met in a Regular Meeting , held in the Edd B. Keyes Building in San Angelo, Texas, on January 16, 2001, and the following were present:

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

The meeting was called to order at 8:34 and immediately recessed to go into Closed/Executive Session to discuss matters listed on today's agenda.

The Closed/Executive Session adjourned and the Open Meeting reconvened at 9:35 a.m.

The Pledge of Allegiance was recited and the invocation was delivered by Commissioner Easingwood.

Motion was made by Commissioner Bookter, seconded by Commissioner Friend, to approve the Consent Agenda as presented:

- A. Approve the minutes of the January 9, 2001 meeting.
- B. Accept the Minutes of Accounts Allowed, approve bills in the amount of \$1,171,079.12 and approve purchase orders for January 8th through 12th, 2001, in the amount of \$98,389.68.
- C. Approve the following salary expenditures:

Name	Department	Action	Eff. Date	Grade & Step	Salary
Vella, Julia V.	Vehicle Registration	New Hire	01/15/01	10/1	\$ 603.73 S/M
Fohn, Gerald A.	County Attorney (025)	Revised Salary	01/01/01	N/A	\$1791.68 S/M
Spaeth, Tonya K.	County Attorney (027)	Revised Salary	01/01/01	N/A	\$1666.67 S/M
Pierce, Teena J.	County Attorney (025)	Revised Start Date	01/01/01	17/7	\$ 989.13 S/M
Boatright, Andrea K.	Jail	Promotion	01/16/01	18/1	\$ 896.88 S/M
New, Randall W.	Jail	Promotion	01/16/01	18/1	\$ 896.88 S/M

And acknowledge the following as a matter of record:

Name	Department	Action	Eff. Date	Grade & Step	Salary
Zykowski, Tracy L.	County Attorney	Resignation	01/31/01	N/A	\$ 916.67 S/M
Crozier, Lois K.	Library	Resignation	01/31/01	13/1	\$ 700.08 S/M
McCormick, Celinda A	Vehicle Registration	Dismissed	01/09/01	10/1	\$ 603.73 S/M
Chansy, Lorena L.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Fisher, John F.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Huff, Sarah M.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Jones, Kendrick E.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Rodriguez, Penney J.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Trejo, Luis A.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Tucker, Jenifer H.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Coppic, Leigh	CSCD (218)	Transfer	01/16/01	N/A	\$ 972.71 S/M
Cyphers, Rachel R.	CSCD (218)	Salary Increase	10/01/00	N/A	\$ 1242.88 S/M
Lack, Letitia C.	CSCD (153)	Salary Increase	12/01/00	N/A	\$ 1162.21 S/M
O'Sullivan, Helen M.	CSCD (282)	Salary Increase	10/15/00	N/A	\$ 1125.75 S/M
Welch, Shannon M.	CSCD (255)	Transfer	01/16/01	N/A	\$ 1056.25 S/M

The Court acknowledged verification of Annual Training obtained by Veterans County Services Officer and Assistant as per Texas Local Government Code 434.038 (A) as a matter of record.

Accepted the Indigent Health Care Monthly Report for December , 2000.

Presentations were made for County Employee Service Awards for July through December, 2000, having served for 5 years, 10 years, 15 years , 20 years and 25 years of service. A list of those receiving these awards is recorded with these minutes.

Acceptance of the Collections Quarterly Report in the amount of \$184,043.17 as a matter of record.

Approved the sale of tax foreclosure properties being:

1. Lots 1 thru 4, Block 37, Exall's Addition, City of San Angelo, according to map or plat recorded in the office of the County Clerk of Tom Green County, Texas.
2. Lot 2, Block 18, Marx & Blum Addition, City of San Angelo, as described in Volume 558, Page 203, Deed Records of Tom Green County, Texas.

Accepted the Extension Service Monthly Schedule of Travel as a matter of record.

Approved bond for Tom Green County Auditor Stanley Liles.

Approved 60-feet wide easement, on property located near Goodfellow Air Force Base, conveyed to Tom Green County by J. Horace Edwards and Dorothy Edwards as recorded in volume 810 page 956 OPR in the County Clerk's office.

Motion carried.

There was no action on matters from the Closed/Executive Session.

Herb Straach of Templeton Construction reported on the New Tom Green County Justice Center Project and the Roy K. Robb Post Adjudication Center. No action was taken.

John Mark McLaughlin presented Notice of intent of Tom Green County Health Facilities Development Corporation to issue bonds not to exceed \$30,000,000.00, as stated in the By-Laws of the Corporation, on behalf of the Shannon Health Systems. Mr. McLaughlin will be filing the written intent with the County Clerk's office. No action was taken.

Commissioner Weeks moved that the Resolution be approved designating Steven Henderson, Concho Valley CSCD Director, as the authorized official to accept, reject or alter the Concho Valley CSCD Victims Service Program grant. Motion seconded by Commissioner Friend. Motion carried. Copy of resolution recorded with these minutes.

Commissioner Weeks moved for the approval of the Resolution to Authorize the County Attorney to apply to the office of the Governor, Criminal Justice Division for a Victims of Crime Act (VOCA) Grant and Violence Against Women Act (VAWA) Grant to continue with the Victim/Witness Assistance Program and the Domestic Violence Prosecution Unit. Motion was seconded by Commissioner Easingwood. Motion carried. Resolutions are recorded with these minutes.

Judge Brown moved to approve PC computers for the County Attorney's office and for the Bookkeeper in the County Clerk's office. Motion seconded by Commissioner Friend. Motion carried.

Judge Brown moved to approve the realignment of the salary structure in the County Attorney's Office as presented. Motion was seconded by Commissioner Easingwood. Motion carried.

Commissioner Weeks moved to accept the Auditor' Monthly Report as presented. Seconded by Commissioner Friend. Motion carried.

Judge Brown moved for Mark Williams to have authorization to seek bids for landscaping , parking, and water availability for the Roy K. Robb Post Adjudication Facility. Motion seconded by Commissioner Friend. Motion carried.

Commissioner Weeks moved that the Salary Grievance Committee will be comprised of 6 elected officials and draw 3 names of the community. Seconded by Commissioner Friend. Motion carried. The 3 names from the community will be drawn at the next regular meeting.

Fixed asset inventory of outgoing elected officials is not complete, so this item is passed.

Commissioner Weeks moved that Sheriff Hunt and Purchasing agent, Sandy Bradley to get quotes from licensed gun dealers for the sale of confiscated guns and rifles as well as some of the inventory in the Sheriff's Department , to be sold and the funds used to purchase standardized rifles that would be of more benefit to the Department. Seconded by Commissioner Easingwood. Motion carried.

Judge Brown moved for approval of Bill of Sale and Assignment of Agreements and Assets from the City of Lubbock to the Ports-to-Plains Trade Corridor, Inc. and authorize Judge Brown to sign all necessary papers. Seconded by Commissioner Easingwood. Motion carried.

There were no line item transfers.

Commissioner Weeks moved to adopt the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations to read "Prior to recording with County Clerk and subsequent to final approval by Commissioners Court, plat will be submitted to 911 Co-ordinator for addressing and signature." All necessary changes to be made to subdivision regulation as needed. Seconded by Commissioner Friend. Motion carried.

Announcements:

Commissioner Weeks announced that on January 30, 2001 at 4:00 p.m. there would be a public discussion and meeting with representatives of Federal Emergency Management Administration (FEMA) and a representative from Congressman Charles Stenholm's office regarding the Flood Plain area.

Future agenda items were discussed.

Being no further business, the meeting was adjourned at 11:12 a.m..

Michael D. Brown, County Judge

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

Tom Green County **PERSONNEL DEPARTMENT**

To The Honorable Commissioners' Court:

PERSONNEL ACTIONS

Presented January 16, 2001

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

NAME	DEPARTMENT	ACTION	EFF. DATE	GRADE & STEP	SALARY
Vella, Julia V.	Vehicle Registration	New Hire	01/15/01	10/1	\$ 603.73 S/M
Fohn, Gerald A.	County Atty.(025)	Revised Salary	01/01/01	N/A	\$1791.68 S/M
Spaeth, Tonya K.	County Atty.(027)	Revised Salary	01/01/01	N/A	\$1666.67 S/M
Pierce, Teena J.	County Atty.(025)	Revised Start Date	01/01/01	17/7	\$ 989.13 S/M
Boatright, Andrea K.	Jail	Promotion	01/16/01	18/1	\$ 896.88 S/M
New, Randall W.	Jail	Promotion	01/16/01	18/1	\$ 896.88 S/M

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

NAME	DEPARTMENT	ACTION	EFF. DATE	GRADE & STEP	SALARY
Zykowski, Tracy L.	County Attorney	Resignation	01/31/01	N/A	\$ 916.67 S/M
Crozier, Lois K.	Library	Resignation	01/31/01	13/1	\$ 700.08 S/M
McCormick, Celinda A.	Vehicle Registration	Dismissed	01/09/01	10/1	\$ 603.73 S/M
Chansy, Lorena L.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Fisher, John F.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Huff, Sarah M.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Jones, Kendrick E.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Rodriguez, Penney J.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Trejo, Luis A.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Tucker, Jenifer H.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Whitford, Cheryl D.	Juvenile Detention	Dropped	01/11/01	Standby	\$ 5.50 /HR
Coppic, Leigh	CSCD (218)	Transfer	01/16/01	N/A	\$ 972.71 S/M
Cyphers, Rachel R.	CSCD (218)	Salary Increase	10/01/00	N/A	\$1242.88 S/M
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Certificate of Completion

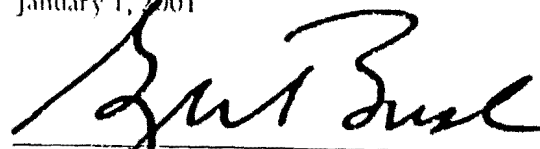


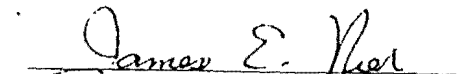
To All Who Shall See These Presents, Greetings:
This Certifies That

Gary Rommelfanger

*has satisfactorily completed training provided by the Texas
Veterans Commission during Calendar Year 2000, to maintain
certification as Veterans County Service Officer under the
provisions of Section 434.038(a), Texas Government Code.*

Austin, Texas
January 1, 2001


Governor
State of Texas


Executive Director
Texas Veterans Commission

Certificate of Completion




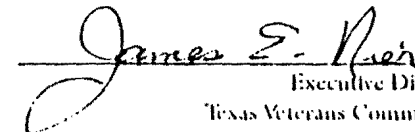
To All Who Shall See These Presents, Greetings:
This Certifies That

Glenn Miller

*has satisfactorily completed training provided by the Texas
Veterans Commission during Calendar Year 2000, to maintain
certification as Veterans County Service Officer under the
provisions of Section 434.038(a), Texas Government Code.*

Austin, Texas
January 1, 2001


Governor
State of Texas


Executive Director
Texas Veterans Commission

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

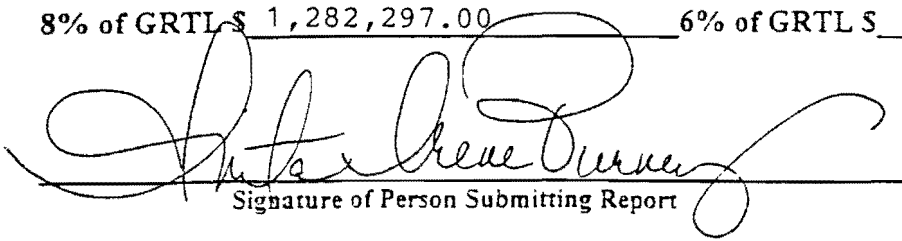
County Name Tom Green CountyReport for the Month/Year of December, 2000

I. Application/Case Data

	Cases	Persons
Applications Approved During Report Month	30	33
Applications Denied During Report Month	22	25

II. Creditable Expenditure During Report Month

Physicians Services	1. 25,847.84	
Prescription Drugs	2. 20,656.51	
Hospital, Inpatient Services	3. 96,533.03	
Hospital, Outpatient Services	4. 24,538.91	
Laboratory/X-Ray Services	5. 6,700.14	
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. 1,326.48	
Total Expenditures (Add #1-#10)		11. 175,602.91
Reimbursements Received	12.(9,178.34)	
6% Case Review Findings (\$ in error)	13.(-0-)	
Total to be deducted (Add #12-#13)		14.(9,178.34)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. 166,424.57

STATE FISCAL YEAR (Sept 1 - Aug 31) TOTAL \$ 549,353.55General Revenue Tax Levy (GRTL)\$ 16,028,709.008% of GRTL \$ 1,282,297.00 6% of GRTL \$ 961,723.00


Signature of Person Submitting Report

1-5-01
Date
Print Name and Title Anita Irene Burney LHC ASST.Eligible Cases 170
Eligible Individuals 179Ineligible Cases 130
Ineligible Individuals 136
VOL. 70 PAGE 11

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

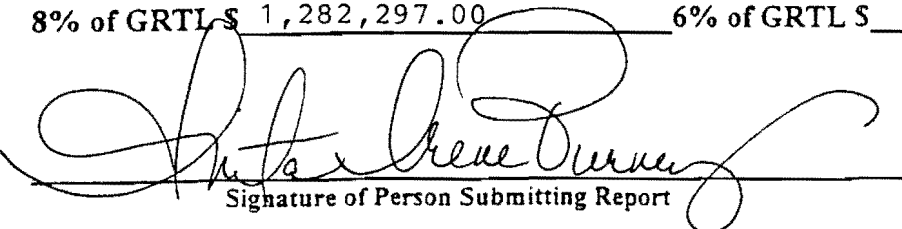
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 Signature of Person Submitting Report

1-5-01
 Date
Print Name and Title Anita Irene Burney, LHC ASST.Eligible Cases 170
Eligible Individuals 179Ineligible Cases 130
Ineligible Individuals 136

Service Awards - July thru December, 2000
Presented in Commissioners' Court on January 16, 2001

The following employees received Plaques:

25 Years

John E. Begnaud – County Extension
Rozelia Champlin – Library
Irene P. Jackson - District Court
Larry D. Justiss - Library

20 Years

Dick Alcala – District Court
Dan Gray - Sheriff's Office
Cynthia C. Jetton – Tax Assessor
Aurora R. Nombrano – Library
Charlotte J. Soto – Sheriff's Office
Sharon S. Young – District Court

15 Years

Prentice Bessent – Road & Bridge, Pct. 2&4
Larry N. Counts – Sheriff's Office
Bryan L. Kirk – County Shop
K. Sue Lankford – Juvenile Justice Center
Jacqueline A. Mendiola, Vehicle Registration
Judy A. Miller – Juvenile Justice Center
Martha J. Weidner – Justice of the Peace, Pct. #2

10 Years

Antonio Garcia – Library
Melinda J. Moreno – Housekeeping
James S. Presley – Housekeeping
Eric A. Sanchez – CSCD

The following employees received Certificates:

5 Years

Mark E. Baker – Jail
Joann E. Jacobs – District Attorney
Rebecca L. Mayberry – Jail
Shirley M. Petersen - Library
Jessica H. Reyes – County Clerk
F. Rueben Robles - CSCD
John O. Tyler – CSCD
Allison L. Williams – District Attorney
Dora L. Williams – County Court-at-Law 2

The City Of

San Angelo, Texas

P. O. Box 1751 - Zip 76902



January 9, 2001

Judge Michael Brown
Tom Green County

RE: Sale of Trustee Lot (Tax Lot) being Lot 2, Block 18, Marx & Blum Addition, City of San Angelo, Tom Green County, Texas

Dear Judge Brown,

The above mention tax lot has been sold to Mr. Everett C. Fowler Jr in the amount of \$ 700.00 for the purchase of the property.

The property is a 50" x 140" vacant lot located on 17th Street. A map is attached for your review.

The Tax Resale Deed has been signed by the following individuals; Mayor Johnny Fender, City of San Angelo, Mr. Bill Benson, Tom Green County Appraisal District, and Dr. Jo Anne Ruark-Ackerman, San Angelo ISD.

Should you need any further information, please contact my office at 657-4212.

Sincerely,

Sheila Carver

Sheila Carver
Property Management Tech
City of San Angelo

TAX RESALE DEED

STATE OF TEXAS)(KNOW ALL MEN BY THESE PRESENTS
TOM GREEN COUNTY)(

That the City of San Angelo, acting through its Mayor, San Angelo Independent School District, acting through its Superintendent, or designee thereof, Tom Green County, acting through its County Judge, and Tom Green County Appraisal District, successor in interest to County Education District #9, acting through its Chief Appraiser, thereunto duly authorized by resolution and order of the School Board, City Council, Tom Green County Appraisal District and County Commissioners Court which is duly recorded in the Official Minutes Books of the City of San Angelo, San Angelo Independent School District, Tom Green County Appraisal District and Tom Green County of Tom Green County, Texas for and in consideration of the sum of Seven Hundred and No/100 Dollars (\$ 700.00) cash in hand paid by Everett C. Fowler Jr., 532 E 17th Street, San Angelo, Texas the receipt of which is acknowledged and confessed, have conveyed and quitclaimed and by these presents do convey and quitclaim unto said purchaser(s) all the right, title and interest of the City of San Angelo, San Angelo Independent School District and Tom Green County and all other taxing units interested in the tax foreclosure judgment against the property herein conveyed, acquired by tax foreclosure sale heretofore held, said property being located in Tom Green County, Texas, and described as follows:

Lot 2, Block 18, Marx & Blum Addition, City of San Angelo, as described
in Volume 558, Page 203, Deed Records of Tom Green County, Texas

TO HAVE AND TO HOLD the said premises, together with all singular the rights, privileges,

and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the City of San Angelo, San Angelo Independent School District, Tom Green County and Tom Green County Appraisal District, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restriction:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas. These restrictions and conditions shall be binding upon grantee, or their heirs and assigns for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the San Angelo Independent School District hereinafter referred to as grantor, and its successor, this instrument shall be null and void, and grantor and its successors shall be entitled to

immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition. The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation. Taxes for the present year are to be paid by the purchaser herein.

This conveyance is made expressly subject to recorded restrictive covenants running with the land and valid easements of record as of the date of this deed, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF City of San Angelo has caused these presents to be executed this 2nd day of January, 200¹~~0~~.

Attest: Kathy Keane
Kathy Keane, City Clerk

City of San Angelo

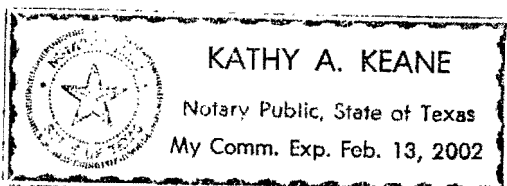
By: Johanny Fender
Mayor

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 2nd day of January, 200¹~~0~~, by Johnny Fender, Mayor, of the City of San Angelo, a Texas home rule municipal corporation, on behalf of said corporation.

Kathy A. Keane
Name:
Notary Public, State of Texas



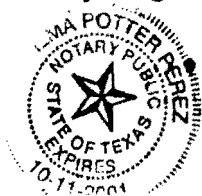
IN TESTIMONY WHEREOF Tom Green County has caused these presents to be
executed this 16th day of January, 2000.

Tom Green County
By: Michael D. Brown
Michael D. Brown
County Judge

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 16 day of January, 2000, by
Michael D. Brown, County Judge of Tom Green County, on behalf said County.



L. Ma Potter Perez
Name:
Notary Public, State of Texas

IN TESTIMONY WHEREOF Tom Green County Appraisal District has caused these
presents to be executed this 3rd day of January, ²⁰⁰¹~~2000~~.

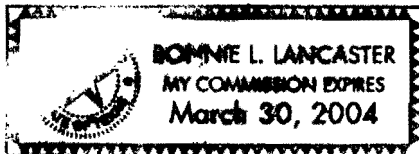
Tom Green County Appraisal District,
Successor in Interest to the County
Education District #9

By: Bill Benson
Bill Benson
Chief Appraiser, Tom Green County
Appraisal District

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 3RD day of January, ²⁰⁰¹~~2000~~, by
Bill Benson, Chief Appraiser, Tom Green County Appraisal District, on behalf said District.



Bonnie L. Lancaster
Name:
Notary Public, State of Texas

IN TESTIMONY WHEREOF San Angelo Independent School District has caused these
presents to be executed this 4th day of January, ²⁰⁰¹~~2000~~.

San Angelo Independent School District

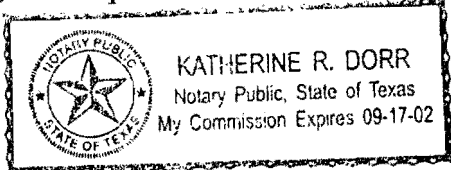
By: Jo Anne Ruark-Ackerman
Dr. Jo Anne Ruark-Ackerman

Assistant Superintendent of Business and
Finance

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 4th day of January, ²⁰⁰¹~~2000~~, by
Dr. Jo Anne Ruark-Ackerman, Assistant Superintendent of Business and Finance, San
Angelo Independent School District, on behalf of said School District.



Katherine R. Dorr
Name: Katherine R. Dorr
Notary Public, State of Texas

After recording return to:
Everett C. Fowler Jr.
532 E. 17th Street
San Angelo, Tx 76903

The City Of

San Angelo, Texas

P. O. Box 1751 - Zip 76902



January 9, 2001

Judge Michael Brown
Tom Green County

RE: Sale of Trustee Lots (Tax Lots) being Lots 1 thru 4, Block 37, Exall's Addition, City of San Angelo, Tom Green County, Texas

Dear Judge Brown,

The above mention tax lot has been sold to Mr. Max Cadena in the amount of \$ 1,500.00 for the purchase of the property.

The property is a 200" x 140" vacant lot located on 2417 Armstrong Street. A map is attached for your review.

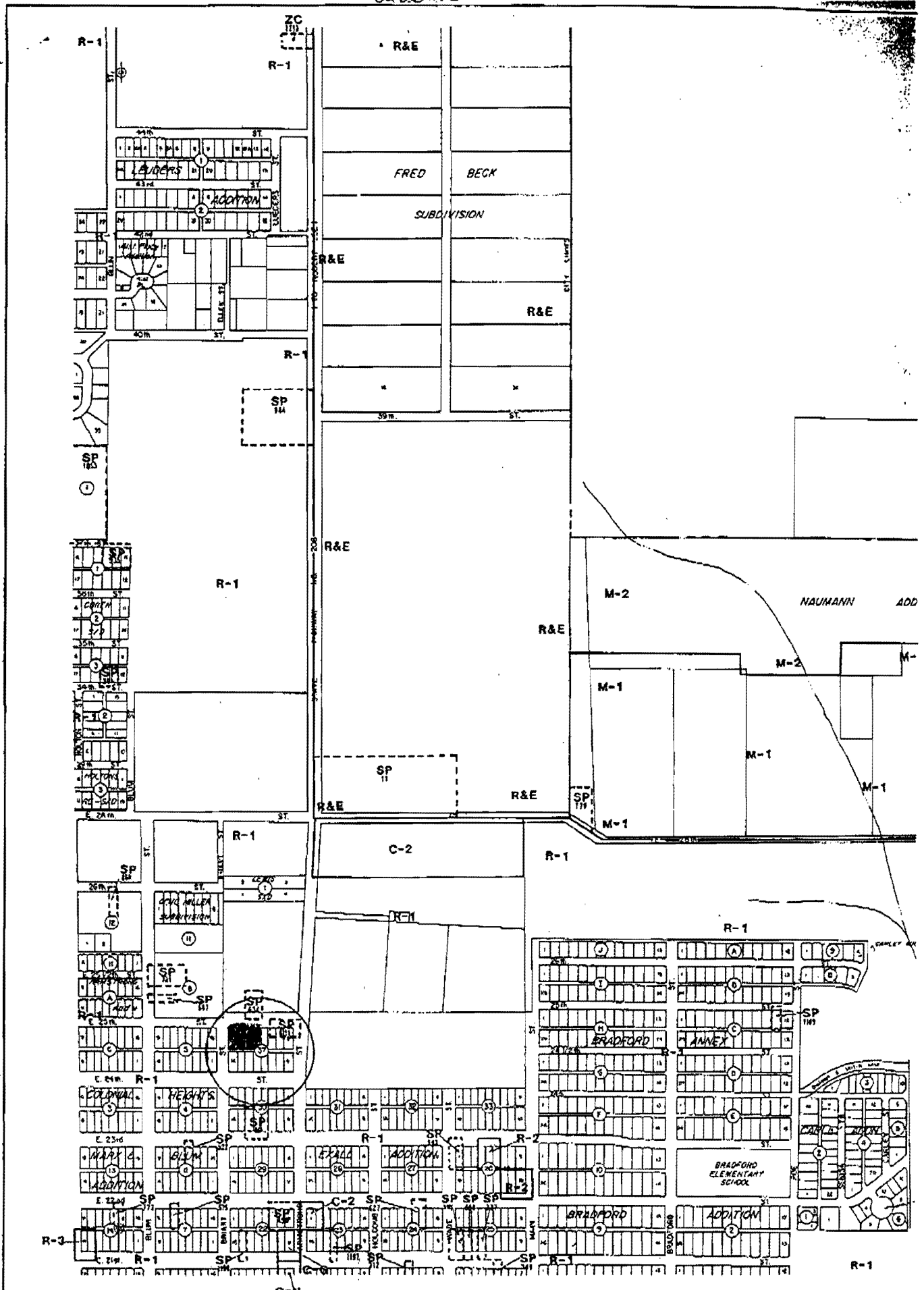
The Tax Resale Deed has been signed by the following individuals; Mayor Johnny Fender, City of San Angelo, Mr. Bill Benson, Tom Green County Appraisal District, and Dr. Jo Anne Ruark-Ackerman, San Angelo ISD.

Should you need any further information, please contact my office at 657-4212.

Sincerely,

Sheila Carver
Property Management Tech
City of San Angelo

W.D.M.V.



TAX RESALE DEED

STATE OF TEXAS)(KNOW ALL MEN BY THESE PRESENTS
TOM GREEN COUNTY)(

That the City of San Angelo, acting through its Mayor, San Angelo Independent School District, acting through its Superintendent, or designee thereof, Tom Green County, acting through its County Judge, and Tom Green County Appraisal District, successor in interest to County Education District #9, acting through its Chief Appraiser, thereunto duly authorized by resolution and order of the School Board, City Council, Tom Green County Appraisal District and County Commissioners Court which is duly recorded in the Official Minutes Books of the City of San Angelo, San Angelo Independent School District, Tom Green County Appraisal District and Tom Green County of Tom Green County, Texas for and in consideration of the sum of One Thousand, Five Hundred and No/100 Dollars (\$1,500.00) cash in hand paid by Max Cadena, 718 E 25th Street, San Angelo, Texas the receipt of which is acknowledged and confessed, have conveyed and quitclaimed and by these presents do convey and quitclaim unto said purchaser(s) all the right, title and interest of the City of San Angelo, San Angelo Independent School District and Tom Green County and all other taxing units interested in the tax foreclosure judgment against the property herein conveyed, acquired by tax foreclosure sale heretofore held, said property being located in Tom Green County, Texas, and described as follows:

Lots 1 thru 4, Block 37, Exall's Addition, City of San Angelo, according to map or plat thereof recorded in office of County Clerk of Tom Green County, Texas

TO HAVE AND TO HOLD the said premises, together with all singular the rights, privileges,

and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the City of San Angelo, San Angelo Independent School District, Tom Green County and Tom Green County Appraisal District, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restriction:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas. These restrictions and conditions shall be binding upon grantee, or their heirs and assigns for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the San Angelo Independent School District hereinafter referred to as grantor, and its successor, this instrument shall be null and void, and grantor and its successors shall be entitled to

immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition. The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation. Taxes for the present year are to be paid by the purchaser herein.

This conveyance is made expressly subject to recorded restrictive covenants running with the land and valid easements of record as of the date of this deed, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF City of San Angelo has caused these presents to be executed this 2nd day of January, 2000.

City of San Angelo

By: 

Johnny Fender
Mayor

Attest: 

Kathy Keane, City Clerk

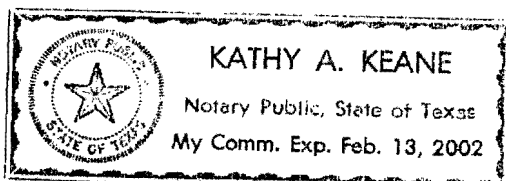
STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 2nd day of January, 2000, by Johnny Fender, Mayor, of the City of San Angelo, a Texas home rule municipal corporation, on behalf of said corporation.


Name:

Notary Public, State of Texas



IN TESTIMONY WHEREOF Tom Green County has caused these presents to be
executed this 16th day of January, 2000.

Tom Green County

By: Michael D. Brown

Michael D. Brown
County Judge

STATE OF TEXAS)

TOM GREEN COUNTY)

This instrument was acknowledged before me on the 16 day of January, 2000, by
Michael D. Brown, County Judge of Tom Green County, on behalf said County.



Irma Potter Perez
Name:
Notary Public, State of Texas

IN TESTIMONY WHEREOF Tom Green County Appraisal District has caused these
presents to be executed this 3rd day of January, ~~2000~~²⁰⁰¹.

Tom Green County Appraisal District,
Successor in Interest to the County
Education District #9

By: Bill Benson

Bill Benson
Chief Appraiser, Tom Green County
Appraisal District

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 3rd day of January, ²⁰⁰¹~~2000~~, by
Bill Benson, Chief Appraiser, Tom Green County Appraisal District, on behalf said District.



Bonnie L. Lancaster
Name:
Notary Public, State of Texas

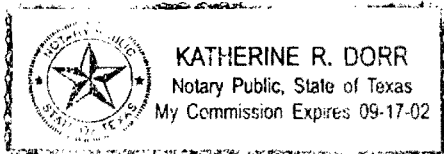
IN TESTIMONY WHEREOF San Angelo Independent School District has caused these
presents to be executed this 4th day of January, ²⁰⁰¹~~2000~~.

San Angelo Independent School District
By: Jo Anne Ruark-Ackermann
Dr. Jo Anne Ruark-Ackermann
Assistant Superintendent of Business and
Finance

STATE OF TEXAS)(

TOM GREEN COUNTY)(

This instrument was acknowledged before me on the 4th day of January, ²⁰⁰¹~~2000~~, by
Dr. Jo Anne Ruark-Ackerman, Assistant Superintendent of Business and Finance, San Angelo
Independent School District, on behalf of said School District.



Katherine R. Dorr
Name: Katherine R. Dorr
Notary Public, State of Texas

After recording return to:
Max Cadena
718 E 25th Street
San Angelo, Tx 76903

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: JOHN BEGNAUD	TITLE: CEA-HORT
COUNTY: Tom Green	MONTH: DECEMBER 2000

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
4	TEXAS COUNTY CLEAN-UP	24		
5,6,7,11,12	PECAN GRADING DEMONSTRATIONS	517		
5	RADIO TAPING	18		
6	LIVESTOCK ASSISTANCE	14		
14	LANDSCAPE ASSISTANCE	49		
18,19,20	MASTER GARDENER PROJECTS	123		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		745	0	0

Other expenses (list) _____

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

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: MARC TUCKER	TITLE: CEA-AG
COUNTY: Tom Green	MONTH: DECEMBER 2000

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
2	CLASSIFY SHEEP AT ACCO SHOWDOWN	210		
4	AG WASTE PESTICIDE COLLECTION	30		
5	MEATS JUDGING PRACTICE ASU	4		
6	DEHORN GOATS FOR LOCAL PRODUCER	25		
7	DAVID VINSON PROJECT VISIT	67		
8	JUSTIN WEISUHN BOYS RANCH VISIT	41		
11	BT COTTON FINAL SEMINAR ASU	4		
12	MEATS JUDGING PRACTICE			
13	DIGITAL DIAGNOSTIC CONFERENCE CALL			
14	LEADERSHIP EXTENSION	35		
18	RECORD BOOK TRAINING			
19	INTERPRETIVE EVENT WITH COMMISSIONERS COURT			
20	MEATS JUDGING PRACTICE			
21	MEATS JUDGING CONTEST	295		
27	RECEIVE AND DELIVER HEALTH PAPERS TO EXHIBITION	63		
28	ODESSA STOCK SHOW	101		
29	ODESSA STOCK SHOW	15		
30	ODESSA STOCK SHOW	101		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		991	0	0

Other expenses (list) _____

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

DATE: DECEMBER 2000		NAME: MARC TUCKER		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
117	127	890	1	2
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		10	15	1328

MAJOR PLANS FOR NEXT MONTH: JANUARY 2001	
DATE	ACTIVITY
3	PROJECT VISITS
4	TTVN SCHOLARSHIP TRAINING
5	JUDGE STERLING COUNTY FAIR
6	JUDGE STERLING COUNTY FAIR
8	COUNTY COUNCIL/ADULT LEADERS ASSOCIATION
11	SHOTGUN SAFETY TRAINING
13	JUDGE BIG LAKE COUNTY FAIR
18	LAKEVIEW & CENTRAL CHAPTER SHOW
19-20	TOM GREEN COUNTY FAIR
22-25	NRCS SOIL NUTRIENT MANAGEMENT

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Kelly L. Ahrens COUNTY: Tom Green	TITLE: CEA-FCS MONTH: December 2000
--	--

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
12/01	Christmas at Old Fort Concho: Youth Exhibit, Supplies	35		
12/02	Christmas at Old Fort Concho: Youth Exhibit	40		
12/03	Christmas at Old Fort Concho: Youth Exhibit	25		
12/04	TX Workforce Center Nutrition (4T,4F,1H,1B); 4-H Council (25T)	25		
12/05-06	Professional Assoc. Board Meeting, Brownwood	218		
12/07	Money Management Program (12T, 10F, 7H, 3B)	10		
12/07	Liveoak Extension Education Assoc. Club Meeting, Christoval	52		
12/11	Tx Workforce Center Nutrition Program (5T, 3F, 2B, 2H)	10		
12/11	Consumer Program, Robert Lee	76		
12/12	Veribest EE and Wall EE Association Club Meetings	78		
12/13	Grape Creek EE Assoc. Club Meeting	26		
12/14	Money Management Program (11T, 11F, 5H, 3B)	10		
12/14	Fort Concho Wrap-Up Meeting	15		
12/15	Dietary Services Program Meeting for Shannon Medical	22		
12/18	Tx workforce Center Nutrition Program (7T, 3H, 2B, 6F)	10		
12/18	Record Book Training, Supplies	40		
12/19	Annual Meeting, 4-H Building Committee Meeting, Supplies	15		
	BLT Program Assistant E. Pace reached 62 limited resource county residents through nutrition programs.			
GRAND TOTAL OF MILEAGE, MEALS & LODGING		707	0	0

Other expenses (list) _____

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

DATE: January 2, 2001		NAME: Kelly L. Ahrens		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
39	24	275	1= 80,000	3=510
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
			17=256	80,848

MAJOR PLANS FOR NEXT MONTH: January 2001	
DATE	ACTIVITY
01/01	New Years Day Holiday
01/03	EE Association Meeting
01/08	TX Workforce Center Program
09-12	Prepare for County Project Show
01/15	TX Workforce Center Program, Send Performance Appraisal Information to District Office
01/16	Prepare for County Project Show
01/17	County Project Show
01/18	County Project Show
01/19	County Project Show and Stock Show
01/20	County Project Show and Stock Show
01/22	Annual Performance Appraisal
01/29	TX Workforce Center Program

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: MARVIN ENSOR	TITLE: CEA-AG
COUNTY: Tom Green	MONTH: DECEMBER 2000

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
4	PESTICIDE COLLECTION WITH TNRCC - WALL	42		
5	SOUTHERN ROLLING PLAINS COTTON GROWERS BOARD - MILES	61		
6	WORK ON CONCHO VALLEY COTTON CONFERENCE - BALLINGER	89		
7	VISITED 4-H LIVESTOCK PROJECTS	292		
8	HARVESTED COTTON VARIETY DEMONSTRATION - MARETTA	49		
11	OFFICE MGT			
12	COMPLETED PRESENTATION FOR LEADERSHIP SAN ANGELO			
13	TEXAS DIGITAL DIAGNOSTIC TELECONFERENCE			
14	PRESENTED PROGRAM - LEADERSHIP SAN ANGELO	39		
15	EVALUATED COW/CALF OPERATION FOR LOCAL RANCHER	27		
18	COMPLETED ANNUAL REPORT			
19	EPC ANNUAL MEETING			
19	4-H BUILDING COMMITTEE MEETING			
20	PRESENT PROGRAM FOR LOCAL TV STATION			
21	SUPERVISED 4-H PROJECTS	261		
22	OFFICE MGT			
25-26	HOLIDAYS			
27-30	ASSISTED 4-HER AT ODESSA STOCK SHOW	242	26.00	
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1102	26	0

Other expenses (list) _____

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

DATE: DECEMBER 2000		NAME: MARVIN ENSOR		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
122	39	194	4	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
	1	15	5	380

MAJOR PLANS FOR NEXT MONTH: JANUARY 2001	
DATE	ACTIVITY
17-20	TOM GREEN COUNTY JR. LIVESTOCK SHOW
23	FIELD CROPS COMMITTEE MTG
30-31	FT. WORTH STOCK SHOW

IN THE 51ST JUDICIAL DISTRICT COURT)(THE STATE OF TEXAS
IN THE 119TH JUDICIAL DISTRICT COURT)(
IN THE 340TH JUDICIAL DISTRICT COURT)(COUNTY OF TOM GREEN
IN THE 391ST JUDICIAL DISTRICT COURT

ORDER APPOINTING
AUDITOR FOR TOM GREEN COUNTY

WHEREAS, the District Judges of the 51st, 119th, 340th and 391st Judicial District Courts of Texas have met to address the issue of the appointment of an Auditor for Tom Green County; and

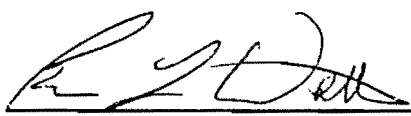
WHEREAS, the District Judges are by statute required to fill this office; and

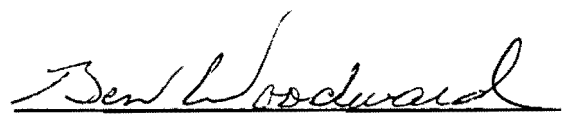
IT IS THEREFORE ORDERED, that Stanley P. Lilies is appointed to a two year term of office to serve as County Auditor for Tom Green County Texas effective January 8, 2001, and ending on January 7, 2003;


IT IS FURTHER ORDERED, that the salary of the County Auditor shall be the same salary as that salary that was set for the Auditor in the Public Hearing called for the purpose of setting the amount of compensation of the Tom Green County Auditor on August 28, 2000. Said salary is set at \$39,706.08 annually. Said hearing was held in compliance with the Local Government Code, Section 152.


IT IS FURTHER ORDERED, that this order be spread upon the District Court Minutes for Tom Green County, Texas by the District Clerk of Tom Green County, Texas, and that thereafter she shall certify the District Judges' action and notify the Commissioners Court of said county.

Signed this the 5th day of January 2001.


Barbara Walther, District Judge
51st Judicial District


Ben Woodward, District Judge
119th Judicial District


Rae Leifeste, District Judge
340th Judicial District


Thomas J. Gossett, District Judge
391st Judicial District

RESOLUTION

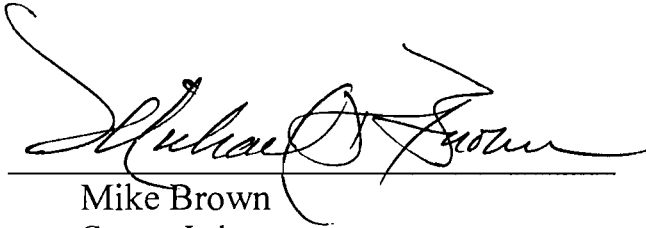
WHEREAS, CONCHO VALLEY CSCD is required by law to provide services to victims.

WHEREAS, Tom Green County designates "Steven Henderson, Concho Valley CSCD Director", as the authorized official to accept, reject or alter the Concho Valley CSCD Victims Services Program grant.

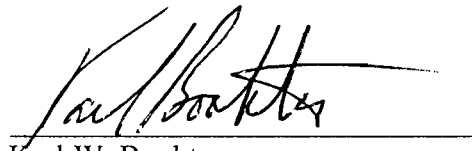
WHEREAS, Tom Green County assures that the funds will be returned to CJD in full in the event of loss or misuse of the CJD funds.

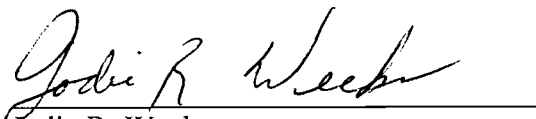
THEREFORE, LET IT BE RESOLVED by the Tom Green County Commissioners Court that the Concho Valley CSCD Victim Services Program is officially adopted.

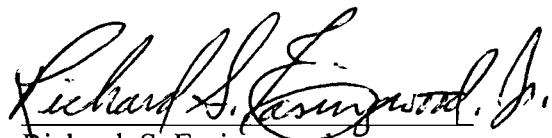
This official action was approved and adopted in open court on
16 day of January 2001.


Mike Brown
County Judge


W. Clayton Friend
Precinct 1


Karl W. Bookter
Precinct 2


Jodie R. Weeks
Precinct 3


Richard S. Easingwood
Precinct 4

**RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO
APPLY TO THE OFFICE OF THE GOVERNOR, CRIMINAL
JUSTICE DIVISION, FOR A GRANT TO CONTINUE THE
DOMESTIC VIOLENCE PROSECUTION UNIT**

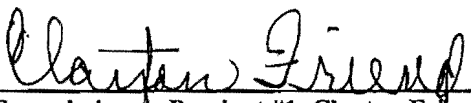
WHEREAS, The Tom Green County Commissioners Court finds it in the best interest of the citizens of Tom Green County, that the Domestic Violence Prosecution Unit be operated for the 2002 and 2003 grant years; and

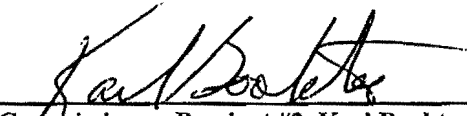
WHEREAS, The Tom Green County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$106,674 for each grant year to be submitted to the Office of the Governor, Criminal Justice Division, (Violence Against Women Act) Program; and

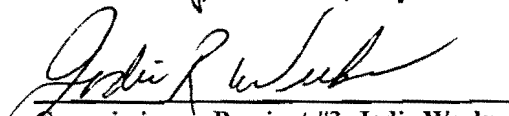
WHEREAS, Tom Green County has agreed to contribute the total of \$20,164 for each grant year, matching funds if the resolution is adopted and the application is approved, and


WHEREAS, the Tom Green County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Tom Green County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

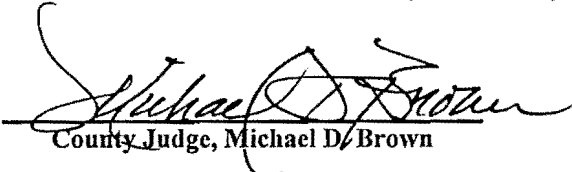
NOW THEREFORE, BE IT RESOLVED that the Tom Green County Commissioners Court approves submission of the grant application for the Domestic Violence Prosecution Unit to the Office of the Governor, Criminal Justice Division, (Violence Against Women Act) Program in the amount of \$106,674 for each grant year, and additionally appoint Chris Taylor as official representative to act in connection with the grant application.


Commissioner, Precinct #1, Clayton Friend


Commissioner, Precinct #2, Karl Bookter


Commissioner, Precinct #3, Jodie Weeks


Commissioner, Precinct #4, Richard Easingwood


County Judge, Michael D. Brown

GRANT APPLICATION COVER SHEET

<p>1. Legal name of organization applying. TOM GREEN COUNTY</p> <p>2. Division or unit within the applicant organization to administer the project. DOMESTIC VIOLENCE PROSECUTION UNIT</p> <p>3. Official applicant organization mailing address. 112 W. BEAUREGARD, SAN ANGELO, TEXAS 76903</p> <p>4. Choose up to five of the following that best describe the project:</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Child abuse</td> <td><input checked="" type="checkbox"/> Law enforcement training</td> </tr> <tr> <td><input type="checkbox"/> Community policing</td> <td><input type="checkbox"/> Parole</td> </tr> <tr> <td><input type="checkbox"/> Community-based prevention</td> <td><input type="checkbox"/> Probation</td> </tr> <tr> <td><input type="checkbox"/> Courts</td> <td><input checked="" type="checkbox"/> Prosecution</td> </tr> <tr> <td><input type="checkbox"/> Crime prevention</td> <td><input type="checkbox"/> Sexual assault</td> </tr> <tr> <td><input type="checkbox"/> Diversion</td> <td><input type="checkbox"/> Stalking</td> </tr> <tr> <td><input type="checkbox"/> Driving While Intoxicated</td> <td><input type="checkbox"/> Technology Improvement</td> </tr> <tr> <td><input checked="" type="checkbox"/> Family and domestic violence</td> <td><input type="checkbox"/> Training conferences</td> </tr> <tr> <td><input type="checkbox"/> Intervention (w/offenders)</td> <td><input checked="" type="checkbox"/> Victims assistance</td> </tr> <tr> <td><input checked="" type="checkbox"/> Investigative</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Law enforcement</td> <td></td> </tr> </table> <p>5. Person CJD should contact to answer specific questions about the application.</p> <p>Name: <u>CHRIS TAYLOR</u></p> <p>Title: <u>COUNTY ATTORNEY</u></p> <p>Address: <u>112 W. BEAUREGARD</u> <u>SAN ANGELO, TX, 76903</u></p> <p>Telephone number: <u>(915) 659-6562</u></p> <p>Fax number: <u>(915) 655-6430</u></p> <p>e-mail address: <u>CHRIS.TAYLOR@CO.TOMGREEN.TX.US</u></p> <p>6. Agency's State Payee Identification Number: <u>1-75-600184-7</u></p> <p>7. Is the applicant organization delinquent on any state or federal debt? <input type="checkbox"/> Yes (If "Yes", attach an explanation.) <input checked="" type="checkbox"/> No</p>	<input type="checkbox"/> Child abuse	<input checked="" type="checkbox"/> Law enforcement training	<input type="checkbox"/> Community policing	<input type="checkbox"/> Parole	<input type="checkbox"/> Community-based prevention	<input type="checkbox"/> Probation	<input type="checkbox"/> Courts	<input checked="" type="checkbox"/> Prosecution	<input type="checkbox"/> Crime prevention	<input type="checkbox"/> Sexual assault	<input type="checkbox"/> Diversion	<input type="checkbox"/> Stalking	<input type="checkbox"/> Driving While Intoxicated	<input type="checkbox"/> Technology Improvement	<input checked="" type="checkbox"/> Family and domestic violence	<input type="checkbox"/> Training conferences	<input type="checkbox"/> Intervention (w/offenders)	<input checked="" type="checkbox"/> Victims assistance	<input checked="" type="checkbox"/> Investigative		<input type="checkbox"/> Law enforcement		<p>9. Title of Project DOMESTIC VIOLENCE PROSECUTION</p> <p>10. Application for (check only one):</p> <p><input type="checkbox"/> Victims of Crime Act Fund (federal) CFDA-16.575</p> <p><input checked="" type="checkbox"/> Violence Against Women Act Fund (federal) CFDA-16.588</p> <p><input checked="" type="checkbox"/> Prosecution <u>100</u> %</p> <p><input type="checkbox"/> Law Enforcement _____ %</p> <p><input type="checkbox"/> Victims Services _____ %</p> <p>11. County where headquarters are based: TOM GREEN</p> <p>12. Population of the county where the headquarters are based. 105,696</p> <p>13. All cities and counties in the service area of the project and the population of each. SAN ANGELO, TEXAS--96,460 TOM GREEN COUNTY---105,696</p> <p>14. Grant Start Date: 6/1/2001</p> <p>15. Is this an application for first-year funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "No", complete the following Year of Funding for this application (check one): <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input type="checkbox"/> Year 4 <input checked="" type="checkbox"/> Year 5 <input type="checkbox"/> Year _____</p> <p>Current Grant #: <u>WF-99-13500-02</u></p> <p>16. Date and city of application workshop attended: 1/3/01 SAN ANGELO</p> <p>17. If a local application, COG to which application is submitted. CONCHO VALLEY COG</p> <p>18. If project is statewide, on what date was a copy of the application submitted for TRACS Review? 1/15/01</p>
<input type="checkbox"/> Child abuse	<input checked="" type="checkbox"/> Law enforcement training																						
<input type="checkbox"/> Community policing	<input type="checkbox"/> Parole																						
<input type="checkbox"/> Community-based prevention	<input type="checkbox"/> Probation																						
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<input checked="" type="checkbox"/> Family and domestic violence	<input type="checkbox"/> Training conferences																						
<input type="checkbox"/> Intervention (w/offenders)	<input checked="" type="checkbox"/> Victims assistance																						
<input checked="" type="checkbox"/> Investigative																							
<input type="checkbox"/> Law enforcement																							
<p>To the best of my knowledge, all information in this application is true and correct. The application has been duly authorized by the governing body of the applicant and agrees to comply with all CJD rules, including the attached assurances, if awarded.</p> <p style="text-align: center;">MICHAEL BROWN, COUNTY JUDGE</p>																							
<p>FOR COG USE ONLY</p> <p>Is this application shared with another COG? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																							
<p>Typed Name of Authorized Official: <i>Michael D Brown</i></p>																							
<p>Signature of Authorized Official: <u>1/15/01</u></p>																							
<p>Date Signed:</p>																							
<p>CPTN #: _____ Region #: _____</p>																							
<p>Priority #: _____</p>																							
<p>COG Application Identifier: _____</p>																							

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: TOM GREEN COUNTY ATTORNEY'S OFFICE

PROJECT TITLE: DOMESTIC VIOLENCE PROSECUTION UNIT

Mr.
Ms.

CHRIS TAYLOR
Project Director Name (Type or Print)
COUNTY ATTORNEY-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 659-6562 (915) 655-5430
Daytime Telephone Number Fax Number
CHRIS.TAYLOR@CO.TOMGREEN.TX.US
E-Mail Address

Mr.
Ms.

STANLEY P. LILES
Financial Officer Name (Type or Print)
COUNTY AUDITOR-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 659-6521 (915) 658-6703
Daytime Telephone Number Fax Number
STAN.LILES@CO.TOMGREEN.TX.US
E-Mail Address

Mr.
Ms.

MICHAEL BROWN
Authorized Official Name (Type or Print)
COUNTY JUDGE-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 653-3318 (915) 659-3258
Daytime Telephone Number Fax Number
MIKE.BROWN@CO.TOMGREEN.TX.US
E-Mail Address

Section 1: PROBLEM STATEMENT AND DATA

In the past, Tom Green County lacked focused prosecution of domestic violence cases, which led to ineffective protection of victims. This problem resulted from lack of funding for dedicated prosecution, lack of multi-agency cooperation, and lack of public awareness.

The Domestic Violence Prosecution Unit of the Tom Green County Attorney's Office continues to have the potential to serve over 956 victims of domestic violence in the next year. In 2000, over 1,599 domestic violence cases were reported to and investigated by the Domestic Violence Prosecution Unit. These investigations resulted in the filing of over 30 protective orders and 211 new domestic violence cases. These cases resulted in 276 convictions and other punitive dispositions. In addition, 76 potential domestic violence cases are currently under investigation and are being reviewed for formal prosecution in 2001. This data is based on reports filed with the San Angelo Police Department and the Tom Green County Sheriff's Office, and records of the Tom Green County Courts and Tom Green County Attorney's Office.

SECTION 2: GOAL STATEMENT

The Tom Green County Attorney's Domestic Prosecution Unit shall provide timely and consistent crisis intervention and prosecution of misdemeanor domestic violence cases to better serve and protect victims of such violence and hold abusers accountable for their actions.

SECTION 3: TARGET GROUP

Geographic Area: Tom Green County, Texas

Type of Victimization: Domestic Violence

Gender: Female

Race/Ethnicity: All races and ethnic backgrounds

Ages: 18 and above

SECTION 4: PROJECT ACTIVITIES

Standard direct services included in project activities include: Crisis Counseling and Intervention, Follow-Up, Information/Referral in Person, Justice Support/Advocacy, Emergency Legal Advocacy, and Personal Advocacy. In addition, the project will continue the following activities.

Currently a majority of misdemeanor family violence cases have had no investigation by any police agency, nor are any pictures taken. The only documentation received by the prosecutor's office is an initial police report. In addition, these reports do not contain statements from victims or witnesses. This gives the prosecutor very little to work with when the victim is unwilling or unable to testify. Due to this lack of evidence when a report comes to our office, an investigator would have to spend their time re-interviewing victims and witnesses to obtain victim and witness statements, photos, and 911 tapes. Obtaining this information can take anywhere from one week to several

Tom Green County Attorney's Office 2002 VAWA Grant, Page 1 of 4

weeks, if this evidence had accompanied the initial report we would see an increase in filing charges, a decrease in dismissals due to lack of evidence, and speedier resolution of cases.

The Domestic Violence Unit Prosecutor and the Investigator are working together with local police agencies to establish an investigative procedure to be followed in all domestic violence cases. Plans have been made to provide specialized training to local law enforcement on the dynamics of family violence and crime scene investigation on family violence calls. The prosecutor and investigator also actively participate in training and educating of area social service agencies such as the Family Shelter. Workshops include but are not limited to notification of new laws, report writing and crime scene preservation, photographing of victim's injuries, victim awareness, and dynamics of family violence.

The investigator is available on an on-call basis to assist officers on the scene by taking statements and/or photographs of the victims. When law enforcement agencies request her on-scene, this effort greatly enhances investigation on domestic violence cases and affords the prosecutor the ability to successfully prosecute cases without the victim's testimony. This system is particularly useful if a victim later recants. This type of investigation will allow the unit to bring defendants to justice in greater numbers because the prosecutor will no longer be forced to dismiss cases due to insufficient evidence. The investigator is also responsible for the follow-up investigation including locating and questioning witnesses and victims to get necessary statements, follow-up photos, and obtaining crime scene evidence. The investigator also assists the prosecutor in trial preparation by locating victims and witnesses and serving them with subpoenas.

By dedicating one attorney to the sole prosecution of domestic violence cases, he/she takes the case from intake screening to court disposition. The attorney handles all aspects of court proceedings from plea bargains, guilty pleas, protective orders, to jury and bench trials. The attorney also prepares the victim before going into a scheduled court hearing. This not only allows the prosecutor to have intimate knowledge of the facts and circumstances of each case, it also allows victims to become more comfortable working with the prosecution. Victims do not have to explain their story every time they have to deal with another attorney. Allowing a single attorney to focus on domestic violence victims, there is an elimination of delays and continuances in court hearings, which improves court service to the victim. In addition, by providing a second prosecuting attorney to assist with domestic violence cases, the Domestic Prosecution Unit can insure that a prosecutor is always available to handle emergency needs.

In instances where the defendant receives community supervision in lieu of jail time, the prosecutor requests the defendant be required to attend Anger Management, Alcoholics Anonymous or Drug Offender Education (if applicable), and the New Directions Program sponsored by the Family Shelter. The defendants are also required to pay restitution to the victim for any medical bills or property replacement as a result of the crime. The unit is attempting to reduce incidents of family violence by prosecuting the offender and requiring that offender to successfully complete the above programs.

The Domestic Violence Prosecution Unit will be coordinating services with such agencies as the San Angelo Police Department, the Tom Green County Sheriff's Office, Assault Victim Services, the Family Shelter, and the 51st and 119th District Attorney's Office. As awareness of the program grows in the community, victims will be better served through these coordinated efforts of various agencies.

SECTION 5: PROJECT OBJECTIVES

Output Measures:	Current	Target
Victims Served/Crisis Intervention	1599	2000
Investigations Conducted	1599	2000
Protective Orders Filed	30	40
Cases Filed/Punitive Diversions	211	400
Convictions/Punitive Dispositions	276	350

Outcome Measures:	Current	Target
Timely Filing of Protective Orders	3 to 5 days	24 hours
Basic Evidence Collection at Scene	40%	90%
Review & Initiation of Investigation	10 days	5 days
Completion of Initial Investigation	25 days	15 days
Timely Filing of DV Cases	60 days	30 days
Resolution of Filed Cases	270 days	180 Days
Conviction Rate of Filed Cases	80%	90%

PROJECT SUMMARY

With requested funding, domestic violence cases will receive the time and attention they require and deserve. An in-depth investigation is key to successful prosecution. This investigation includes that of local detectives at the crime scene and follow-up investigations performed by the unit's own investigator. An in-depth investigation increases the ability of the Domestic Violence Prosecution Unit's Prosecutor to pursue the majority of cases without the victim's testimony and prevent rejections/dismissals due to a lack of evidence. Coordinated training with local agencies will increase the number of reports that come through our office. Training will also increase the amount and quality of evidence obtained at the scene.

The Domestic Violence Unit employees have received necessary training in the dynamics of family violence and are equipped to handle highly unstable family relationships. Many people believe family violence does not belong in the public eye, that it is a personal matter that should be handled in the privacy of one's home. This unit is willing to accept the challenge of educating the public that violence is no longer accepted in the household. We are holding these batterers responsible for their actions and educating victims on how to stop this cycle of violence. There is no discrimination when it comes to family violence. We have had a wide range of victims including age, race, and ethnicity. Many victims have experienced violence in every relationship they have had in their lives. These women have come to believe that every man is abusive.

There are over 76 domestic violence cases currently under investigation or pending with the Tom Green County Attorney's Domestic Violence Prosecution Unit. Unfortunately, even more will occur this year. With the funding this grant provides, the Unit can continue to timely and consistently provide crisis intervention and prosecution of misdemeanor domestic violence cases, swiftly punish the abusers, and increase public awareness of the damage domestic violence does to our society. Through targeted prosecution of domestic violence, we will continue to send the message that this behavior will no longer be tolerated in Tom Green County.

VAWA BUDGET

BUDGET SUMMARY

Category	CJD	GRANTEE	IN-KIND	TOTAL
Personnel	\$80,000	\$9,363	\$6,510	\$95,873
Prof. & Contractual	\$ 0	\$ 0	\$ 0	\$ 0
Travel	\$ 0	\$ 3,685	\$ 0	\$ 3,685
Equipment	\$ 0	\$ 0	\$ 0	\$ 0
Supplies	\$ 0	\$7,116	\$ 0	\$7,116
Indirect Costs	\$ 0	\$ 0	\$ 0	\$0
 TOTAL	 \$80,000	 \$20,164	 \$6,510	 \$106,674

ESTIMATED PROGRAM INCOME

The project does not anticipate earning any program income.

PERSONNEL

Total - \$95,873 – CJD \$80,000; Grantee \$9,363 & In-Kind \$6,510

Salaries: \$69,924 & In-Kind \$6,510

Assistant County Attorney	\$40,000 x 100% of time = \$40,000
Assistant County Attorney	\$43,000 x 25% of time = \$10,750
Domestic Violence Investigator	\$23,967 x 80% of time = \$19,174
Volunteer	\$10 per hour x 651 hours = \$6,510

These two point zero five equivalents will provide the following services: intake and prosecution of all domestic violence cases, community awareness programs, assisting in training of local law enforcement, following up on domestic violence cases, taking pictures of victims, taking statements from victims and witnesses, preparing and enforcement of protective orders, and referral of victims to needed services of the community.

Fringe Benefits, \$19,439
\$19,439 based on \$69,924 salaries

PROFESSIONAL AND CONTRACTUAL SERVICES

Total - \$0

TRAVEL AND TRAINING

Total - \$3,685 – CJD \$0; Grantee \$3,685

Local Mileage, \$0

In-state travel and training costs, \$1,665

Costs will be used to send the prosecutor and investigator to the annual TDCAA annual civil and criminal law update. Additionally, the investigator will attend the TDCAA investigator's update school in Kerrville, Texas. This school provides the most updated training for law enforcement investigators. Costs will be expended using agency travel policy, which includes \$30 per diem, 30 cents per mile for personal car plus hotel costs. Rental car and coach airfare will be purchased at lowest possible fare. Additional costs may include conference fees and tuition, hotel and airport parking fees, and ground transportation.

Out-of-state travel and training costs, \$2,020

Costs will be used to send the prosecutor(s) and investigator to the National Domestic Violence Conference. This course teaches skills related to victim services. Costs will be expended using the same policies as in-state travel and training.

EQUIPMENT

Total - \$0

SUPPLIES

Total - \$7,116 – CJD \$0; Grantee \$7,116

Office Supplies, \$2,110

Costs will include postage, copy paper, envelopes, computer diskettes, paper clips, writing utensils, writing pads, calendars, folders, binders, and other basic consumable supplies used in the administrative function of the project.

Film for Cameras, \$120

Cost of film for cameras used by the investigator to document the domestic violence crime scene.

Furniture, \$0

Project Supplies, \$0

Vehicle Operating Costs, \$960

Will be used to maintain the domestic violence investigator's vehicle. This vehicle is used for law enforcement purposes only, i.e. investigation of crime scenes, interviewing victims and/or witnesses, etc.

Vehicle Lease, \$3,446

Costs based on \$287.16 per month car lease for the investigator's vehicle.

Costs for Space, \$0

Communication Costs, \$480

Costs used for car phone in the domestic violence investigator's vehicle. It is essential that the prosecutor always be able to reach the investigator, including when he/she is in the car on the way to a crime scene.

Services and Other Costs, \$0

INDIRECT COSTS

Total - \$0

COMPREHENSIVE CERTIFICATION

This certification is a material representation of fact upon which reliance was placed with the agency determined to award the grant. If it is later determined that the grantee knowingly rendered an erroneous certification, the agency, in addition to any other remedies available to the federal government, may take available action.

If this application is for federal funds in excess of \$100,000, I certify to the best of my knowledge and belief:

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
2. if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall check here _____ and contact CJD or your local council of governments for the "Disclosure Form to Report Lobbying,"; and
3. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

If this application is for federal funds, I certify that to the best of my knowledge and belief:

- I. The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establishing a drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the applicant's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 1. abide by the terms of the statement, and
 2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 1. taking appropriate personnel action against such an employee, up to and including termination; or
 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

Continued...

Please read carefully; initial in appropriate spaces.

AUDIT CERTIFICATION

Federal

If this application is for federal funds, I certify (initial the appropriate choice):

☒ The applicant agency currently expends combined federal funding of \$300,000 or more and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

☐ The applicant agency currently expends combined federal funding of less than \$300,000 and therefore is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133.

State (State Planning Fund (421) and Crime Stoppers ONLY)

If this application is for state funds, I certify (initial the appropriate choice):

☐ The applicant agency currently expends combined state funding of \$300,000 or more and, therefore is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).

☐ The applicant agency currently expends combined state funding of less than \$300,000 and therefore is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133, adopted by reference in Texas Administrative Code section 3.19 (see also UGMS State Single Audit).

EQUAL OPPORTUNITY PLAN (EEOP) CERTIFICATION

Definitions:

- Type I Entity
Educational/medical/non-profit institution/Native American Tribe — certification required (initial below); EEOP NOT required;
- Type II Entity
All other recipients receiving more than \$25,000, but not more than \$500,000 — certification required (initial below); organizations must maintain EEOP on file for possible audit if the organization has more than 50 employees; and
- Type III Entity
For-profit entities and state and local governments receiving \$500,000 or more — certification required (initial below); the organization must submit an EEOP to Office for Civil Rights (OCR) for approval.

If your organization is a Type I, II, or III entity, please initial one of the following:

☐ I certify this organization is a Type I Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), is not required to maintain an Equal Employment Opportunity Plan, but will comply with equal employment opportunity program guidelines of the Department of Health and Human Services (28 CFR 42.302).

☒ I certify this organization is a Type II Entity that employs less than 50 people. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), but is not required to maintain an Equal Employment Opportunity Plan (28 CFR 42.301 *et seq*).

☐ I certify this organization is a Type II Entity that employs 50 or more people. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), and has formulated an equal employment opportunity program (28 CFR 42.301 *et seq*), that is on file in the office of _____.

☐ I certify this organization is a Type III Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), and has formulated an equal employment opportunity program (28 CFR 42.301 *et seq*), that will be submitted to the Office for Civil Rights, Office of Justice Programs, Department of Justice, for approval upon award of a grant.

DEBARMENT CERTIFICATION

If this application is for federal funds in excess of \$25,000, I certify that (initial the appropriate choice):

☒ By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If I am unable to certify:

☐ I am unable to certify the above statement and have attached an explanation to this application.



Signature of Authorized Official

01/15/01
Date

TOM GREEN COUNTY

Applicant Organization

Document effective date:
(can be up to three years)

06 / 01 / 01
FROM

05 / 31 / 03
TO

CERTIFIED ASSURANCES

Applicants must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this project. Also, the Applicant assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all under-standings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **DISPLACED PERSONS** — It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
3. **POLITICAL ACTIVITY** — It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** — It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** — It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** — It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** — It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** — It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (Ch. 50 USC § 4001). This section requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** — It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966, (16 USC § 569a-1, et seq.) by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **COMPLIANCE WITH LAWS AND GUIDES** — It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** — It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. **NONDISCRIMINATION** —
 - A. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (42 USC § 3789(d)), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Continued ...

- B. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
 - C. It will provide an Equal Employment Opportunity Program (EEOP) if required to maintain one, where the application is for \$500,000 or more.
14. **COASTAL BARRIERS** — It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 15. **SUPPLANTING PROHIBITION** — It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The Applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

STATE ASSURANCES

The applicant hereby assures and certifies compliance with all state statutes, regulations, policies, guidelines, and requirements including the Title 1, Chapter 3, of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS), as they relate to the application, acceptance and use of funds for this project. Also, the applicant assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority in the State of Texas to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **CONFLICT OF INTEREST** — It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. **NONDISCRIMINATION** — It will comply with all State and Federal statutes relating to nondiscrimination.
4. **TAXES** — It will comply with all State and Federal tax laws and are solely responsible for filing all required State and Federal tax forms.
5. **GRANT ADMINISTRATION** — It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
6. **EXAMINATION OF RECORDS** — It will give the sponsoring agency or the Office of the Governor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **PUBLIC INFORMATION** — It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
8. **CHILD SUPPORT PAYMENTS** — It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
9. **SUSPECTED CHILD ABUSE** — It will comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. **RELATIVES** — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
11. **OPEN MEETINGS** — If the applicant is a governmental entity, It will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
12. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** — If the applicant is health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
13. **LAW ENFORCEMENT AGENCY** — If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

TOM GREEN COUNTY
Applicant's Organization

MICHAEL BROWN, COUNTY JUDGE
Printed Name and Title of Authorized Official

DOMESTIC VIOLENCE PROSECUTION
Project Title
Michael D. Brown 1-16-01
Signature of the Authorized Official Date

Document effective date:
(can be up to three years)

06 / 01 / 01
FROM

05 / 31 / 03
TO

**RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO
APPLY TO THE OFFICE OF THE GOVERNOR, CRIMINAL
JUSTICE DIVISION, FOR A GRANT TO CONTINUE THE
VICTIM/WITNESS ASSISTANCE PROGRAM**

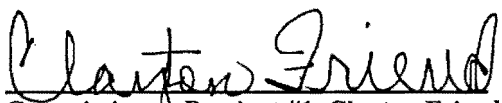
WHEREAS, The Tom Green County Commissioners Court finds it in the best interest of the citizens of Tom Green County, that the Victim/Witness Assistance Program be operated for the 2002 grant year; and

WHEREAS, The Tom Green County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$52,919 for the grant year to be submitted to the Office of the Governor, Criminal Justice Division, (Victims of Crime Act) Program; and


WHEREAS, Tom Green County has agreed to contribute the total of \$5,084 in matching funds if the resolution is adopted and the application is approved, and


WHEREAS, the Tom Green County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the Tom Green County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

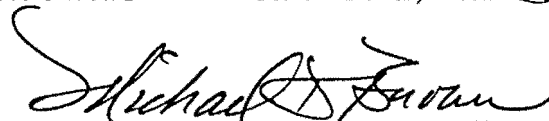
NOW THEREFORE, BE IT RESOLVED that the Tom Green County Commissioners Court approves submission of the grant application for the Victim/Witness Assistance Program to the Office of the Governor, Criminal Justice Division, (Victims of Crime Act) Program in the amount of \$52,919 for the grant year, and additionally appoint Chris Taylor as official representative to act in connection with the grant application.


Commissioner, Precinct #1, Clayton Friend

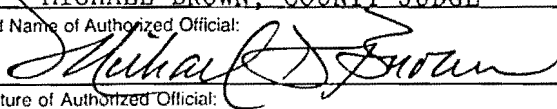

Commissioner, Precinct #2, Karl Bookter


Commissioner, Precinct #3, Jodie Weeks


Commissioner, Precinct #4, Richard Easingwood


County Judge, Michael D. Brown

GRANT APPLICATION COVER SHEET

1. Legal name of organization applying. TOM GREEN COUNTY		9. Title of Project SPOUSAL ABUSE VOLUNTEER	
2. Division or unit within the applicant organization to administer the project. TOM GREEN COUNTY ATTORNEY'S OFFICE		10. Application for (check only one): <input checked="" type="checkbox"/> Victims of Crime Act Fund (federal) CFDA-16.575 <input type="checkbox"/> Violence Against Women Act Fund (federal) CFDA-16.588 <input type="checkbox"/> Prosecution _____% <input type="checkbox"/> Law Enforcement _____% <input type="checkbox"/> Victims Services _____%	
3. Official applicant organization mailing address. 112 W. BEAUREGARD, SAN ANGELO, TEXAS 76903		11. County where headquarters are based: TOM GREEN	
4. Choose up to five of the following that best describe the project: <input type="checkbox"/> Child abuse <input type="checkbox"/> Community policing <input type="checkbox"/> Community-based prevention <input type="checkbox"/> Courts <input type="checkbox"/> Crime prevention <input type="checkbox"/> Diversion <input type="checkbox"/> Driving While Intoxicated <input checked="" type="checkbox"/> Family and domestic violence <input type="checkbox"/> Intervention (w/offenders) <input type="checkbox"/> Investigative <input type="checkbox"/> Law enforcement <input type="checkbox"/> Law enforcement training <input type="checkbox"/> Parole <input type="checkbox"/> Probation <input type="checkbox"/> Prosecution <input type="checkbox"/> Sexual assault <input type="checkbox"/> Stalking <input type="checkbox"/> Technology Improvement <input type="checkbox"/> Training conferences <input checked="" type="checkbox"/> Victims assistance		12. Population of the county where the headquarters are based. 105,696	
5. Person CJD should contact to answer specific questions about the application. Name: <u>CHRIS TAYLOR</u> Title: <u>COUNTY ATTORNEY</u> Address: <u>112 W. BEAUREGARD</u> <u>SAN ANGELO, TX, 76903</u> Telephone number: <u>(915) 659-6562</u> Fax number: <u>(915) 655-6430</u> e-mail address: <u>CHRIS.TAYLOR@CO.TOMGREEN.TX.US</u>		13. All cities and counties in the service area of the project and the population of each. SAN ANGELO, TEXAS--96,460 TOM GREEN COUNTY---105,696	
6. Agency's State Payee Identification Number: 1-75-600184-7		14. Grant Start Date: 07/01/2001	
7. Is the applicant organization delinquent on any state or federal debt? <input type="checkbox"/> Yes (If "Yes", attach an explanation.) <input checked="" type="checkbox"/> No		15. Is this an application for first-year funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No", complete the following Year of Funding for this application (check one): <input type="checkbox"/> Year 2 <input checked="" type="checkbox"/> Year 3 <input type="checkbox"/> Year 4 <input type="checkbox"/> Year 5 <input type="checkbox"/> Year ____	
8. Requested Funds	Amount Requested	Current Grant #: <u>V A - 00 - V 3 0 - 1 4 0 5 0 - 0 2</u>	
FY 2002 request	\$42,335	16. Date and city of application workshop attended: 01/03/01 SAN ANGELO, TEXAS	
FY 2003 request (if applicable)	\$42,335	17. If a local application, COG to which application is submitted. CONCHO VALLEY COG	
FY 2004 request (if applicable)		18. If project is statewide, on what date was a copy of the application submitted for TRACS Review? 01/15/01	
To the best of my knowledge, all information in this application is true and correct. The application has been duly authorized by the governing body of the applicant and (agrees to comply with all CJD rules, including the attached assurances, if awarded. MICHAEL BROWN, COUNTY JUDGE		FOR COG USE ONLY Is this application shared with another COG? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Typed Name of Authorized Official: 		CPTN #:	Region #:
Signature of Authorized Official: 01/15/01		Priority #:	
Date Signed:		COG Application Identifier:	

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: TOM GREEN COUNTY ATTORNEY'S OFFICE

PROJECT TITLE: SPOUSAL ABUSE VOLUNTEER

☒ Mr.
☐ Ms.

CHRIS TAYLOR
Project Director Name (Type or Print)
COUNTY ATTORNEY-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 659-6562 (915) 655-5430
Daytime Telephone Number Fax Number
CHRIS.TAYLOR@CO.TOMGREEN.TX.US
E-Mail Address

☒ Mr.
☐ Ms.

STANLEY P. LILES
Financial Officer Name (Type or Print)
COUNTY AUDITOR-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 659-6521 (915) 658-6703
Daytime Telephone Number Fax Number
STAN.LILES@CO.TOMGREEN.TX.US
E-Mail Address

☒ Mr.
☐ Ms.

MICHAEL BROWN
Authorized Official Name (Type or Print)
COUNTY JUDGE-TOM GREEN COUNTY
Title and Agency
112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Official Agency Mailing Address City Zip
(915) 653-3318 (915) 659-3258
Daytime Telephone Number Fax Number
MIKE.BROWN@TOMGREEN.TX.US
E-Mail Address

SECTION 1: PROBLEM STATEMENT AND DATA

In Tom Green County, there is a lack of advocacy for the rights of crime victims throughout the criminal justice process and a lack of education regarding the rights and resources available to these victims within the community.

The Tom Green County Attorney's Office continues to have the potential to serve over 2,570 victims of crime in the next year. Since January of 2000, 875 victims of assault, 1,599 victims of domestic violence, and 96 victims of stalking were reported to the County Attorney's Office. In addition to providing assistance to these victims, the County Attorney's Office has filed over 30 protective orders on behalf of victims of domestic violence.

SECTION 2: GOAL STATEMENT

Increase the number of crime victims receiving assistance and develop an integrated community system of victim assistance through increased coordination among appropriate agencies, organizations, and groups providing services.

SECTION 3: TARGET GROUP

Geographic Area: Tom Green County, Texas

Type of Victimization: Domestic Violence and Assault

Gender: Male and Female

Race/Ethnicity: All races and ethnic backgrounds

Ages: All ages

SECTION 4: PROJECT ACTIVITIES

Standard direct services included in project activities include: Crisis Counseling and Intervention, Follow-Up, Information/Referral in Person, Justice Support and Advocacy, Emergency Legal Advocacy, Assistance in Filing Compensation Claims, Personal Advocacy and Telephone Contact Information and Referral. The following is a specific description of some project activities.

The project will undertake a variety of activities to serve the target group as well as advocate on their behalf. Upon the receipt of a non-arrest report on a Family Violence or Assault incident, the victim(s) will receive a letter from our office explaining services of our program as well as educational pamphlets on violence. In certain cases, these victims will also be contacted by phone to check on their well being and to discuss their needs and options at that time. When a report is received in which an arrest was made due to an assault or family violence, victims will be contacted by phone as soon as possible and given any referrals that are needed. These victims will

also receive a program letter, educational pamphlets, and be notified of their rights as a victim.

On all incidents that are prosecuted, the victim/witness coordinator will act as a liaison throughout the entire process between the victim and the Criminal Justice System. Victims will be assisted in filing for victim compensation/restitution, filling out victim impact statements, and filling out applications for protective orders when necessary. Victim compensation filing will be aided through online service with the attorney general's office. Victims will be informed of court procedures and made aware of all court proceedings pertaining to their case. If the victim wishes to attend court proceedings, that person will be accompanied into the courtroom by either the victim coordinator or a trained volunteer. Once the court disposes the case, the victim will be informed of the defendant's sentence.

In the occasions when victims contact this office before contacting the police, they will be given appropriate referrals to community organizations and state programs. Victims will be counseled on their options and rights as the victim of a crime and on the process through which their case will follow. As awareness of the program grows within the community, we expect to see an increase in the number of victims turning to us for assistance.

The Victim/Witness Assistance Program will seek the support of volunteers throughout Tom Green County to assist the program through various activities. Volunteers will perform a variety of duties such as clerical work, victim follow-up, and accompaniment of victim to court.

In order to educate the community on the dynamics of violence and in an effort to help reduce then number of violent incidents, the Victim Coordinator will be available to speak to various organizations on violence, its impact on victims, and their rights. The Victim/Witness Assistance Program will work together with such agencies as the San Angelo Police Department and the Tom Green County Sheriff's Office, Assault Victim Services and the Family Shelter, and the 51st and 119th District Attorney's. As awareness of the program grows in the community, victims will be better served through these coordinated efforts of various agencies.

SECTION 5: PROJECT OBJECTIVES

Output Measures:	Current	Target
Victims Served	956	1500
Crisis Intervention	956	1500
Follow-Up / Telephone Contact / Information and Referrals	1212	1750
Justice Assistance/Emergency Legal Advocacy/Personal Advocacy	408	500
Compensation Claim Assistance	46	100

PROJECT SUMMARY

Pursuant to Chapter 56, Article 4 of the Texas Code of Criminal Procedure, the Tom Green County Attorney's Office has employed a victim assistance coordinator to ensure that crime victims are afforded rights granted by Chapter 56, Article 2. As of January 1, 2001, there have been approximately 2,570 victims in the Tom Green County that have positively benefited through the use of Victim/Witness Assistance Program services in the last year. As awareness of the program grows through coordinated efforts with area agencies, we hope to increase the number of crime victims served to include 100% of victims that have made a report with the police. By educating these victims on the dynamics of violence and advocating on their behalf within the Criminal Justice System, we also hope to directly decrease instances of violence in Tom Green County by sending offenders the message that their victim will not continue to be victimized. The Victim/Witness Assistance Program will act as a liaison between law enforcement and prosecution to provide the best services possible for crime victims to ensure that each person is treated with respect and receives assistance through the criminal justice process. By aiding victims through follow-up contacts, justice support and advocacy, emergency legal assistance, referrals to appropriate community agencies, assistance in filing compensation claims, filling out victim impact statements as well as educating them on the dynamics of violence, we will be empowering victims who often feel helpless. The Victim/Witness Coordinator will be available to answer victim's questions on criminal investigation, filing of charges, court preparation and orientation in order to prevent further trauma to the victim. Not only will the victims benefit from services offered, prosecution efforts are also benefited. Due to victim skepticism of the Criminal Justice System, the Victim Coordinator can lead the victim through the process making them more likely to cooperate in prosecution efforts.

The Victim/Witness Assistance Program will not only target violence by assisting the victims but also target violence throughout the community via education on the dynamics of violence. This program plans to distribute information to community agencies and groups regarding not only services we can provide but on services available for victims of violence. The Victim Coordinator will be available for speaking engagements to any group/organization in the Tom Green County area. As awareness of the program increases in the community, victims will be better served through the coordinated efforts of various agencies.

VOCA BUDGET

BUDGET SUMMARY

Category	CJD	GRANTEE	IN-KIND	TOTAL
Personnel	\$42,335	\$ 32	\$5,500	\$47,867
Prof. & Contractual	\$ 0	\$ 600	\$0	\$600
Travel	\$ 0	\$ 1,808	\$ 0	\$ 1,808
Equipment	\$ 0	\$ 0	\$ 0	\$ 0
Supplies	\$ 0	\$ 2,644	\$ 0	\$ 2,644
Indirect Costs	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL	\$42,335	\$5,084	\$5,500	\$52,919

ESTIMATED PROGRAM INCOME

The project does not anticipate earning any program income.

PERSONNEL

Total: \$47,867. CJD \$42,335; Grantee \$32 & In-Kind \$5,500

Salaries: \$33,250 & \$5,500 In Kind

Victim/Witness Secretary/Receptionist	\$22,500 x 100% of time = \$22,500
Receptionist/Records Clerk	\$6.50 x ~32 hours x 52 weeks = \$10,750
Volunteer	550 hours x \$10.00 per hour = \$5,500

The one point five equivalents will provide the following services: assisting victims/witnesses through the process of the legal system, crisis intervention, follow-up contact with victims, shelter/safe housing, information/referral, justice support/advocacy, emergency legal advocacy, assistance with filing victim compensation forms, assistance with victim impact statements, personal advocacy, assistance with applications for protective orders, maintaining statistics, recruiting and training of the volunteer staff for the domestic violence unit, preparing and enforcement of protective orders, referral of victims to needed services of the community and maintaining domestic violence statistics on the computer.

Fringe Benefits: \$9,117

\$9,117 fringe based on \$33,250 salary

PROFESSIONAL AND CONTRACTUAL SERVICES

Total - \$600 – CJD \$0; Grantee \$1,808

Local Mileage, \$0

In-state travel and training costs, \$500

Costs will be used to send the victim/witness secretary/receptionist to the Crime Victims Clearinghouse that will teach skills related to victim services. Costs will be expended using agency travel policy, which includes \$30 per diem, 30 cents per mile for personal car plus hotel costs. Rental car and coach airfare will be purchased at lowest possible fare. Additional costs may include conference fees and tuition, hotel and airport parking fees, and ground transportation.

Out-of-state travel and training costs, \$1,308

Costs will be used to send the victim/witness secretary/receptionist to the National Domestic Violence Conference that will teach skills related to victim services. Costs will be used for the same purposes as under in-state travel and training and using the same policies.

EQUIPMENT

Total - \$0

SUPPLIES

Total - \$2,644 – CJD \$0; Grantee \$2,644

Office Supplies, \$1,000

Costs will include postage, copy paper, envelopes, computer diskettes, paper clips, writing utensils, writing pads, calendars, folders, binders, and other basic consumable supplies used in the administrative function of the project.

Copy Machine Equipment, \$1,644

This amount will be used for the costs of one copy machine to be used by the program staff. The amount of the lease is \$1,644.

Furniture, \$0

Project Supplies, \$0

Vehicle Operating Costs, \$0

Costs for Space, \$0

Communication Costs, \$0

Services and Other Costs, \$0

INDIRECT COSTS

Total - \$0

COMPREHENSIVE CERTIFICATION

This certification is a material representation of fact upon which reliance was placed with the agency determined to award the grant. If it is later determined that the grantee knowingly rendered an erroneous certification, the agency, in addition to any other remedies available to the federal government, may take available action.

If this application is for federal funds in excess of \$100,000, I certify to the best of my knowledge and belief:

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
2. if any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall check here and contact CJD or your local council of governments for the "Disclosure Form to Report Lobbying,"; and
3. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

If this application is for federal funds, I certify that to the best of my knowledge and belief:

- I. The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establishing a drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the applicant's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 1. abide by the terms of the statement, and
 2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 1. taking appropriate personnel action against such an employee, up to and including termination; or
 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

Continued...

Please read carefully; initial in appropriate spaces.

AUDIT CERTIFICATION

Federal

If this application is for federal funds, I certify (initial the appropriate choice):

☒ The applicant agency currently expends combined federal funding of \$300,000 or more and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

_____ The applicant agency currently expends combined federal funding of less than \$300,000 and therefore is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133.

State (State Planning Fund (421) and Crime Stoppers ONLY)

If this application is for state funds, I certify (initial the appropriate choice):

_____ The applicant agency currently expends combined state funding of \$300,000 or more and, therefore is required to submit an annual single audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).

_____ The applicant agency currently expends combined state funding of less than \$300,000 and therefore is exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. I understand, however, that CJD may require a limited scope audit as defined in OMB Circular A-133, adopted by reference in Texas Administrative Code section 3.19 (see also UGMS State Single Audit).

EQUAL OPPORTUNITY PLAN (EEOP) CERTIFICATION

Definitions:

- Type I Entity
Educational/medical/non-profit institution/Native American Tribe — certification required (initial below); EEOP NOT required;
- Type II Entity
All other recipients receiving more than \$25,000, but not more than \$500,000 — certification required (initial below); organizations must maintain EEOP on file for possible audit if the organization has more than 50 employees; and
- Type III Entity
For-profit entities and state and local governments receiving \$500,000 or more — certification required (initial below); the organization must submit an EEOP to Office for Civil Rights (OCR) for approval.

If your organization is a Type I, II, or III entity, please initial one of the following:

_____ I certify this organization is a Type I Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), is not required to maintain an Equal Employment Opportunity Plan, but will comply with equal employment opportunity program guidelines of the Department of Health and Human Services (28 CFR 42.302).

☒ I certify this organization is a Type II Entity that employs less than 50 people. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), but is not required to maintain an Equal Employment Opportunity Plan (28 CFR 42.301 *et seq.*).

_____ I certify this organization is a Type II Entity that employs 50 or more people. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), and has formulated an equal employment opportunity program (28 CFR 42.301 *et seq.*), that is on file in the office of _____.

_____ I certify this organization is a Type III Entity. This entity will comply with the prohibitions against discrimination in any program or activity (28 CFR § 42.203), and has formulated an equal employment opportunity program (28 CFR 42.301 *et seq.*), that will be submitted to the Office for Civil Rights, Office of Justice Programs, Department of Justice, for approval upon award of a grant.

DEBARMENT CERTIFICATION

If this application is for federal funds in excess of \$25,000, I certify that (initial the appropriate choice):

☒ By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If I am unable to certify:

_____ I am unable to certify the above statement and have attached an explanation to this application.



Signature of Authorized Official

01 / 15 / 01

Date

TOM GREEN COUNTY

Applicant Organization

Document effective date:
(can be up to three years)

07 / 01 / 01
FROM

06 / 30 / 02
TO

CERTIFIED ASSURANCES

Applicants must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this project. Also, the Applicant assures and certifies that:

1. **LEGAL AUTHORITY** — It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **DISPLACED PERSONS** — It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
3. **POLITICAL ACTIVITY** — It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** — It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** — It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** — It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** — It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** — It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (Ch. 50 USC § 4001). This section requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** — It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966, (16 USC § 569a-1, et seq.) by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **COMPLIANCE WITH LAWS AND GUIDES** — It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** — It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. **NONDISCRIMINATION** —
 - A. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (42 USC § 3789(d)), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.


Continued...

- B. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
 - C. It will provide an Equal Employment Opportunity Program (EEOP) if required to maintain one, where the application is for \$500,000 or more.
14. COASTAL BARRIERS — It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
15. SUPPLANTING PROHIBITION — It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The Applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

STATE ASSURANCES

The applicant hereby assures and certifies compliance with all state statutes, regulations, policies, guidelines, and requirements including the Title 1, Chapter 3, of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS), as they relate to the application, acceptance and use of funds for this project. Also, the applicant assures and certifies that:

- 1. LEGAL AUTHORITY — It possesses legal authority in the State of Texas to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 2. CONFLICT OF INTEREST — It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 3. NONDISCRIMINATION — It will comply with all State and Federal statutes relating to nondiscrimination.
- 4. TAXES — It will comply with all State and Federal tax laws and are solely responsible for filing all required State and Federal tax forms.
- 5. GRANT ADMINISTRATION — It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
- 6. EXAMINATION OF RECORDS — It will give the sponsoring agency or the Office of the Governor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 7. PUBLIC INFORMATION — It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
- 8. CHILD SUPPORT PAYMENTS — It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- 9. SUSPECTED CHILD ABUSE — It will comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- 10. RELATIVES — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- 11. OPEN MEETINGS — If the applicant is a governmental entity, It will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- 12. HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY — If the applicant is health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- 13. LAW ENFORCEMENT AGENCY — If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

<u>TOM GREEN COUNTY</u>		<u>SPOUSAL ABUSE VOLUNTEER</u>	
Applicant's Organization		Project Title	
<u>MICHAEL BROWN-COUNTY JUDGE</u>			
Printed Name and Title of Authorized Official		Signature of the Authorized Official	
		<u>01-15-01</u>	
		Date	
Document effective date:		<u>07 / 01 / 01</u> <u>06 / 30 / 02</u>	
(can be up to three years)		FROM TO	

CIVIL RIGHTS LIAISON CERTIFICATION

Instructions:

All applicants for Victims of Crime Act (VOCA) grants must name a civil rights contact person.

As required by federal guidelines governing the Crime Victims Assistance Program under the Victims of Crime Act of 1984, the following person is named as the civil rights contact person who has lead responsibility for insuring that all applicable civil rights requirements are met and who shall act as liaison in civil rights matters with the Criminal Justice Division and with the Office of Justice Programs (U.S. Department of Justice).

MICHAEL BROWN
Name, typed or printed

COUNTY JUDGE
Position or Title

112 W. BEAUREGARD, SAN ANGELO, TEXAS, 76903
Mailing Address

(915) 653-3318
Telephone Number

TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF
Auditor

January 10, 2001

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

Gentlemen:

Attached is the Auditor's report for December, 2000 which consists of the Software Group generated report and a few 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 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, appearing to read "Stanley Liles". The signature is fluid and cursive, with a long horizontal stroke at the end.

Stanley Liles
County Auditor

Accepted:

Honorable Michael D. Brown
County Judge

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH and SECURITIES - ALL FUNDS
For the Month Ended December 31, 2000

Fund		Cash	Securities Book Value	Flex	MBIA	Funds Mgmt	Total
General Fund	001	\$ 554,826.04	\$ 1,986,178.88	\$ -	\$ 8,807.82	\$ -	\$ 2,549,812.74
Benefit Planners/ESFI	004	-	-	-	-	-	-
Road & Bridge Prcts. 1 & 3	005	19,849.10	-	-	316,946.72	-	336,795.82
Road & Bridge Prcts. 2 & 4	006	22,246.04	-	-	293,295.95	-	315,541.99
CHEC-Shannon/ESFI	007	300.00	-	-	-	-	300.00
Employee Self-Funded Ins.	008	167,291.14	-	-	-	-	167,291.14
Cafeteria Plan Trust	009	7,301.49	-	-	-	-	7,301.49
County Law Library	010	2,333.23	-	-	21,575.73	50,499.25	74,408.21
Cafeteria/Zesch & Pickett	011	2,500.00	-	-	-	-	2,500.00
Library/Hughes	014	325.83	-	-	3,023.97	489,842.72	493,192.52
Library Donations Fund	015	533.15	-	-	7,055.94	-	7,589.09
Courthouse Security/Dist. Crts	016	-	-	-	-	-	-
Records Mgt/District Clerk	017	780.98	-	-	8,570.24	-	9,351.22
Courthouse Security/County Crts.	018	2,803.59	-	-	138,482.30	-	141,285.89
Records Mgt/County Clerk	019	1,292.73	-	-	15,105.99	-	16,398.72
Library Miscellaneous	020	1,418.03	-	-	40,849.08	-	42,267.11
CIP Donations	021	428.31	-	-	-	-	428.31
Bates	022	170.15	-	-	1,007.99	88,878.68	90,056.82
Cert. of Obligation 1992 - I&S	023	37,883.33	-	-	-	43,110.88	80,994.21
Cert. of Obligation 1993 - I&S	024	10,753.36	-	-	-	15,428.50	26,181.86
General Land Purchase	025	455.71	-	-	9,071.92	-	9,527.63
Gen. Ob. 1994 Construction	026	1,058.04	-	-	-	-	1,058.04
Disaster Relief Grant/TCDP	027	0.25	-	-	-	-	0.25
Cert. of Obligation 1993A - I&S	028	2,402.98	-	-	-	4,033.56	6,436.54
Cert. of Obligation Series 1993	029	-	-	-	-	-	-
County Clerk Preservation	030	7,894.51	-	-	63,129.76	-	71,024.27
Uninsured Motorist Coverage	031	5.99	-	-	6,551.94	-	6,557.93
Bond, Warrant/Fee, & Civil	032	13,200.00	-	-	-	-	13,200.00
Cert. of Obligation Series 1992	034	-	-	-	-	-	-
Criminal Justice Planning Fund	035	375.88	-	-	-	-	375.88
Financial Responsibility Fund	036	284.65	-	-	-	-	284.65
Comp. Rehabilitation Fund	037	127.01	-	-	-	-	127.01
Wastewater Treatment Fund	038	816.17	-	-	-	-	816.17
Cert. of Obligation 1994 - I&S	039	16,251.58	-	-	-	27,030.92	43,282.50
L.E.O.A./L.E.O.S.E.	040	46.40	-	-	-	-	46.40
Breath Alcohol Testing	041	136.92	-	-	-	-	136.92
Law Enforcement Mgmt Institute	042	23.73	-	-	-	-	23.73
Misdemeanor Court Costs	043	89.22	-	-	-	-	89.22
Gen. Ob. 1994 Refunding Bonds	044	84,709.54	-	-	-	129,408.74	214,118.28
County Attorney Fee	045	7,688.26	-	-	-	-	7,688.26
L.E.O.C.E.	046	68.48	-	-	-	-	68.48
Juror Donations	047	1.00	-	-	-	-	1.00
Election Contract Service	048	15,164.85	-	-	-	-	15,164.85
Judicial Education/County Judge	049	1,779.97	-	-	-	-	1,779.97
51st District Attorney Fee	050	788.17	-	-	-	-	788.17
Lateral Road	051	20,237.84	-	-	-	-	20,237.84
51st DA Special Forfeiture Acct	052	8,501.67	-	-	-	-	8,501.67
Cert. of Obligation Series 1995	053	(150,565.29)	-	-	4,487,921.88	1,012,827.18	5,350,183.77
Cert. of Obligation 1995 - I & S	054	5,825.23	-	-	-	16,147.06	21,972.29
119th District Atty Fee Acct	055	3,586.38	-	-	-	-	3,586.38
Rancher's Lamb Project	056	-	-	-	-	-	-
119th DA/DPS Forfeiture Acct	057	3,513.07	-	-	-	-	3,513.07
119th DA Special Forfeiture Acct	058	8,677.60	-	-	-	-	8,677.60
Park Donations Fund	059	44.53	-	-	-	-	44.53
Comp. to Victims of Crime Act	060	9,571.62	-	-	33,822.64	-	43,394.26

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH and SECURITIES - ALL FUNDS
For the Month Ended December 31, 2000

Fund		Cash	Securities Book Value	Flex	MBIA	Funds Mgmt	Total
OJP/Local Law Enf Block Grant	061	83.42	-	-	29,130.95	-	29,214.37
AIC/CHAP Program	062	29,935.29	-	-	-	-	29,935.29
TAIP, CSCD	063	123,936.39	-	-	-	-	123,936.39
Diversion Target Program, CCRC	064	41,121.48	-	-	-	-	41,121.48
Comm. Supervision & Corrections	065	222,229.82	-	-	-	-	222,229.82
CRTC	066	262,709.30	-	-	-	-	262,709.30
Community Corrections Prog.	067	56,904.98	-	-	-	-	56,904.98
Arrest Fees	068	1,409.90	-	-	5,030.71	-	6,440.61
Justice Education Fees	070	992.95	-	-	3,320.36	-	4,313.31
State & Municipal Fees	071	7,522.49	-	-	27,896.75	-	35,419.24
Consolidated Court Costs	072	11,560.17	-	-	39,864.77	-	51,424.94
Graffiti Eradication Fund	073	90.35	-	-	-	-	90.35
Time Payment Fund	074	2,346.30	-	-	2,524.58	-	4,870.88
Veterans' Service	075	4,386.27	-	-	-	-	4,386.27
Employee Enrichment Fund	076	1,882.72	-	-	-	-	1,882.72
Fugitive Apprehension Fund	077	2,558.70	-	-	8,754.73	-	11,313.43
Indigent Legal Services Fund	078	741.11	-	-	2,918.55	-	3,659.66
Juvenile Crime & Del. Fund	079	573.02	-	-	-	-	573.02
Bond Fee Fund	080	42.60	-	-	-	-	42.60
TCDP/Christoval Water Project	081	-	-	-	-	-	-
Judicial Efficiency Fund	082	4,025.30	-	-	-	-	4,025.30
Juvenile Facility Startup	083	-	-	-	-	-	-
Post Adjud. Juv. Detention Fac.	084	36,975.25	-	-	-	-	36,975.25
TX Juvenile Probation Comm.	085	460,174.77	-	-	-	-	460,174.77
Juvenile Probation - TGC	086	(796.64)	-	-	-	-	(796.64)
Juv. Prob. Comm. Corrections	087	37,670.41	-	-	-	-	37,670.41
Child Trust Account	088	1,336.64	-	-	-	-	1,336.64
Progressive Sanctions - Coke	089	63,711.94	-	-	-	-	63,711.94
Progressive Sanctions - Regional	090	62,170.68	-	-	-	-	62,170.68
Juvenile Probation - Coke	091	13,345.30	-	-	-	-	13,345.30
Comm. Corrections Assistance	092	77,770.37	-	-	-	-	77,770.37
Non-Residential Program	093	37,094.96	-	-	-	-	37,094.96
EFTPS/Payroll Tax Clearing Fund	094	-	-	-	-	-	-
Payroll Fund	095	1,541.83	-	-	-	-	1,541.83
Court at Law Excess St Splmnt.	096	91.90	-	-	-	-	91.90
LEOSE Training Fund-Sheriff	097	592.87	-	-	6,651.83	-	7,244.70
Cert. of Obligation 1998 - I & S	099	100,214.78	-	-	-	146,494.81	246,709.59
Tax Anticipation Notes	100	-	-	-	-	-	-
Tax Anticipation Notes - I & S	101	11,313.41	-	-	-	19,568.50	30,881.91
Constable Prct 1 Leose Trng Fund	102	1,411.73	-	-	-	-	1,411.73
Constable Prct 2 Leose Trng Fund	103	69.72	-	-	-	-	69.72
Constable Prct 3 Leose Trng Fund	104	1,857.98	-	-	-	-	1,857.98
Constable Prct 4 Leose Trng Fund	105	1,824.35	-	-	-	-	1,824.35
Court Transaction Fee, JP Courts	106	826.18	-	-	13,289.24	-	14,115.42
Gates Training Lab Grant	107	3,015.30	-	-	-	-	3,015.30
Gates Public Internet Access Grant	108	5,083.72	-	-	-	-	5,083.72
Total All Funds		\$ 2,588,148.47	\$ 1,986,178.88	\$ -	\$ 5,594,602.34	\$ 2,043,270.80	\$ 12,212,200.49

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
For the Month Ended December 31, 2000

Fund		Cash, Flex, MBIA & Funds Mgmt		Disburse- ments	Cash Flow fm Security	Cash, Flex, MBIA & Funds Mgmt	
		12/1/00	Receipts			12/31/00	
General Fund	001	\$ 149,291.12	\$ 1,984,482.59	\$ 1,570,139.85	\$ -	\$ 563,633.86	
Benefit Planners/ESFI	004	-	-	-	-	-	
Road & Bridge Prcts. 1 & 3	* 005	330,691.75	57,430.57	51,326.50	-	336,795.82	
Road & Bridge Prcts. 2 & 4	006	419,127.24	37,741.53	141,326.78	-	315,541.99	
CHEC-Shannon/ESFI	007	300.00	-	-	-	300.00	
Employee Self-Funded Ins.	008	158,322.42	146,763.81	137,795.09	-	167,291.14	
Cafeteria Plan Trust	009	5,645.55	5,344.07	3,688.13	-	7,301.49	
County Law Library	010	74,017.84	4,784.54	4,394.17	-	74,408.21	
Cafeteria/Zesch & Pickett	011	2,500.00	-	-	-	2,500.00	
Library/Hughes	014	488,237.68	4,954.84	-	-	493,192.52	
Library Donations Fund	015	7,610.15	257.68	278.74	-	7,589.09	
Courthouse Security/Dist. Crts	016	-	-	-	-	-	
Records Mgt/District Clerk	017	8,429.15	922.07	0.00	-	9,351.22	
Courthouse Security/County Crts.	018	136,350.38	5,507.45	571.94	-	141,285.89	
Records Mgt/County Clerk	019	14,321.76	2,076.96	0.00	-	16,398.72	
Library Miscellaneous	020	47,383.96	3,137.88	8,254.73	-	42,267.11	
CIP Donations	021	428.31	-	-	-	428.31	
Bates	022	89,153.77	903.05	0.00	-	90,056.82	
Cert. of Obligation 1992 - I&S	023	39,594.33	52,887.51	11,487.63	-	80,994.21	
Cert. of Obligation 1993 - I&S	024	15,091.78	11,090.08	-	-	26,181.86	
General Land Purchase	025	9,455.57	72.06	-	-	9,527.63	
Gen. Ob. 1994 Construction	026	856.61	201.43	-	-	1,058.04	
Disaster Relief Grant/TCDP	027	0.25	-	-	-	0.25	
Cert. of Obligation 1993A - I&S	028	4,197.92	2,238.62	-	-	6,436.54	
Cert. of Obligation Series 1993	029	-	-	-	-	-	
County Clerk Preservation	030	70,165.25	7,744.39	6,885.37	-	71,024.27	
Uninsured Motorist Coverage	031	6,505.99	51.94	-	-	6,557.93	
Bond, Warrant/Fee, & Civil	032	10,700.00	3,500.00	1,000.00	-	13,200.00	
Cert. of Obligation Series 1992	034	-	-	-	-	-	
Criminal Justice Planning Fund	035	289.45	86.43	-	-	375.88	
Financial Responsibility Fund	036	176.03	108.62	-	-	284.65	
Comp. Rehabilitation Fund	037	93.01	34.00	-	-	127.01	
Wastewater Treatment Fund	038	816.17	-	-	-	816.17	
Cert. of Obligation 1994 - I&S	039	26,063.51	17,218.99	-	-	43,282.50	
L.E.O.A/L.E.O.S.E.	040	35.88	10.52	-	-	46.40	
Breath Alcohol Testing	041	86.62	50.30	-	-	136.92	
Law Enforcement Mgmt Institute	042	18.28	5.45	-	-	23.73	
Misdemeanor Court Costs	043	68.93	20.29	-	-	89.22	
Gen. Ob. 1994 Refunding Bonds	044	122,595.02	91,523.26	-	-	214,118.28	
County Attorney Fee	045	9,424.04	4,537.98	6,273.76	-	7,688.26	
L.E.O.C.E.	046	49.69	18.79	-	-	68.48	
Juror Donations	047	1.00	-	-	-	1.00	
Election Contract Service	048	15,164.85	-	-	-	15,164.85	
Judicial Education/County Judge	049	1,678.64	150.00	48.67	-	1,779.97	
51st District Attorney Fee	050	482.65	470.00	164.48	-	788.17	
Lateral Road	051	20,237.84	-	-	-	20,237.84	
51st DA Special Forfeiture Acct	052	8,487.75	13.92	-	-	8,501.67	
Cert. of Obligation Series 1995	053	5,503,388.94	62,399.87	215,605.04	-	5,350,183.77	
Cert. of Obligation 1995 - I & S	054	16,319.71	5,652.58	-	-	21,972.29	
119th District Atty Fee Acct	055	3,925.85	-	339.47	-	3,586.38	
Rancher's Lamb Project	056	-	-	-	-	-	
119th DA/DPS Forfeiture Acct	057	3,513.07	-	-	-	3,513.07	
119th DA Special Forfeiture Acct	058	8,663.40	14.20	-	-	8,677.60	
Park Donations Fund	059	44.53	-	-	-	44.53	
Comp. to Victims of Crime Act	060	29,433.68	13,960.58	0.00	-	43,394.26	

Prepared by the Tom Green County Auditor's Office

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
For the Month Ended December 31, 2000

Fund		Cash, Flex, MBIA & Funds Mgmt		Disburse- ments	Cash Flow fm Security	Cash, Flex, MBIA & Funds Mgmt	
		12/1/00	Receipts			12/31/00	
OJP/local Law Enf Block Grant	061	28,983.42	230.95	-	-	29,214.37	
AIC/CHAP Program	062	42,016.71	2,353.19	14,434.61	-	29,935.29	
TAIP, CSCD	063	133,631.24	1,452.15	11,147.00	-	123,936.39	
Diversion Target Program, CCRC	064	46,757.30	175.21	5,811.03	-	41,121.48	
Comm. Supervision & Corrections	065	301,333.02	94,937.56	174,040.76	-	222,229.82	
CRTC	066	362,664.79	8,733.78	108,689.27	-	262,709.30	
Community Corrections Prog.	067	88,918.58	267.55	32,281.15	-	56,904.98	
Arrest Fees	068	4,332.43	2,108.18	(0.00)	-	6,440.61	
Justice Education Fees	070	2,902.62	1,410.69	0.00	-	4,313.31	
State & Municipal Fees	071	26,467.63	21,734.36	12,782.75	-	35,419.24	
Consolidated Court Costs	072	34,918.69	16,506.25	(0.00)	-	51,424.94	
Graffiti Eradication Fund	073	90.35	-	-	-	90.35	
Time Payment Fund	074	5,280.41	4,870.88	5,280.41	-	4,870.88	
Veterans' Service	075	4,316.93	229.08	159.74	-	4,386.27	
Employee Enrichment Fund	076	1,837.74	280.92	235.94	-	1,882.72	
Fugitive Apprehension Fund	077	7,636.75	3,676.68	(0.00)	-	11,313.43	
Indigent Legal Services Fund	078	2,622.11	1,037.55	0.00	-	3,659.66	
Juvenile Crime & Delinquency Fund	079	389.08	183.94	-	-	573.02	
Bond Fee Fund	080	30.52	12.08	-	-	42.60	
TCDP/Christoval Water Project	081	-	-	-	-	-	
Judicial Efficiency Fund	082	3,500.44	524.86	-	-	4,025.30	
Juvenile Facility Startup	083	(0.00)	-	-	-	(0.00)	
Post Adjud. Juv. Detention Fac.	084	160,819.05	-	123,843.80	-	36,975.25	
TX Juvenile Probation Comm.	085	445,052.06	23,409.09	8,286.38	-	460,174.77	
Juvenile Probation - TGC	086	32,193.73	25,608.47	58,598.84	-	(796.64)	
Juv. Prob. Comm. Corrections	087	(876.99)	41,298.53	2,751.13	-	37,670.41	
Child Trust Account	088	1,349.14	1,333.00	1,345.50	-	1,336.64	
Progressive Sanctions - Coke	089	60,588.26	6,133.15	3,009.47	-	63,711.94	
Progressive Sanctions - Regional	090	120.05	155,125.63	93,075.00	-	62,170.68	
Juvenile Probation - Coke	091	9,821.40	11,558.54	8,034.64	-	13,345.30	
Comm. Corrections Assistance	092	76,260.28	5,323.13	3,813.04	-	77,770.37	
Non-Residential Program	093	36,896.60	198.36	-	-	37,094.96	
EFTPS/Payroll Tax Clearing Fund	094	-	-	-	-	-	
Payroll Fund	095	(623.44)	3,048.40	883.13	-	1,541.83	
Court at Law Excess St Splmnt.	096	91.90	-	-	-	91.90	
LEOSE Training Fund-Sheriff	097	7,639.49	51.83	446.62	-	7,244.70	
Cert. of Obligation 1998 - I & S	099	139,689.68	107,019.91	-	-	246,709.59	
Tax Anticipation Notes	100	-	-	-	-	-	
Tax Anticipation Notes - I & S	101	19,155.97	11,725.94	-	-	30,881.91	
Constable Prct 1 Leose Trng Fund	102	1,411.73	-	-	-	1,411.73	
Constable Prct 2 Leose Trng Fund	103	69.72	-	-	-	69.72	
Constable Prct 3 Leose Trng Fund	104	1,857.98	-	-	-	1,857.98	
Constable Prct 4 Leose Trng Fund	105	1,824.35	-	-	-	1,824.35	
Court Transaction Fee, JP Courts	106	12,891.84	1,223.58	(0.00)	-	14,115.42	
Gates Training Lab Grant	107	3,015.30	-	-	-	3,015.30	
Gates Public Internet Access Grant	108	30,477.72	-	25,394.00	-	5,083.72	
Total All Funds		\$ 9,997,793.90	\$ 3,082,152.27	\$ 2,853,924.56	\$ -	\$ 10,226,021.61	

* Treasurer voided ck and postdated it to Nov adjusting the beginning balance.

<NOTE> The Treasurer has been apprised that postdated void checks mis-state prior periods in the General Ledger.

**TOM GREEN COUNTY
INVESTMENT HOLDINGS**
as of December 31, 2000

Monthly Activity

Book Value balance as of December 1, 2000	\$ 1,986,178.88 ✦
Securities Purchased (T-bills and short-term notes)	-
Securities Matured and Redeemed (T-bills and short-term notes)	-
Book Value balance as of December 31, 2000	<u><u>\$ 1,986,178.88</u></u>

FUND	Book Value 12/31/00	Market Value 12/29/00	Gain/(Loss): Net Effect of Mkt Value and Accrued Interest	Change in Market Value NOV -> DEC	Monthly Interest Received	Interest Earned to Date	Accrued Interest Earned
001; General							
31364 GH28 fnma; 5.949%	\$ 996,437.50	\$ 994,218.75	\$ (2,218.75)	\$ 10,625.00	\$ -	\$ 88,233.89	\$ 11,297.22
91282 75A6 treas; 5.164%	989,741.38	989,062.50	(678.88)	12,343.75	-	69,175.08	17,554.35
Fund Total	<u>\$ 1,986,178.88</u>	<u>\$ 1,983,281.25</u>	<u>\$ (2,897.63)</u>	<u>\$ 22,968.75</u>	<u>\$ -</u>	<u>\$ 157,408.97</u>	<u>\$ 28,851.57</u>
Grand Total	<u><u>\$ 1,986,178.88</u></u>	<u><u>\$ 1,983,281.25</u></u>	<u><u>\$ (2,897.63)</u></u>	<u><u>\$ 22,968.75</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 157,408.97</u></u>	<u><u>\$ 28,851.57</u></u>

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

✦ Includes FY99 & FY00 security accretion.

**TOM GREEN COUNTY
JAIL FUNDS AVAILABLE FOR CONSTRUCTION**
as of December 31, 2000

Jail Construction Funds

Securities	Checking	Flex	MBIA	Funds Mgmt	Funds Avail for Jail
Fund 026 94 Certificate					
Fund Total	\$ 1,058.04	\$ -	\$ -	\$ -	\$ 1,058.04
Fund 053 95 Certificate					
Fund Total	\$ (150,565.29)	\$ -	\$ 4,487,921.88	\$ 1,012,827.18	\$ 5,350,183.77
Jail Fund Totals	\$ (149,507.25)	\$ -	\$ 4,487,921.88	\$ 1,012,827.18	\$ 5,351,241.81

**TOM GREEN COUNTY
CONSTRUCTION PAYMENT SCHEDULE
December 31, 2000**

Month		Projected Jail Construction Expenditures	Projected Juv. Det. Expansion Expenditures	Actual Monthly Interest	Projected Funds Available for Construction
FY 2000	Oct	\$ 562,471.28	\$ 33,057.52	\$ -	\$ 9,408,331.25
	Nov	514,721.76	-	44,844.38	8,938,453.87
	Dec	456,049.57	-	42,728.40	8,525,132.70
	Jan	871,498.30	-	41,891.14	7,695,525.54
	Feb	227,498.71	-	40,601.71	7,508,628.54
	Mar	61,846.48	-	37,038.54	7,483,820.60
	Apr	344,607.10	-	35,265.98	7,174,479.48
	May	229,861.71	-	33,673.42	6,978,291.19
	Jun	281,311.42	-	34,425.91	6,731,405.68
	Jul	217,296.21	-	33,114.50	6,547,223.97
	Aug	403,658.80	-	34,583.47	6,178,148.64
	Sep	302,989.05	-	32,687.25	5,907,846.84
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	1,465,912.11	-	-	3,860,329.70
	Feb	1,465,912.11	-	-	2,394,417.58
	Mar	1,954,549.48	-	-	439,868.10

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 December 31, 2000**

Funds Available as of December 31, 2000		\$ 5,351,241.81
Estimated Remaining Expenditures:		
Phase I Construction	\$575,910.94	
Phase II Construction	1,980,758.73	
Furniture and Fixtures for Jail & Courtrooms	102,229.72	
Architects and Construction Managers	181,137.50	
Courtrooms in Detention Facility (Including Architect Fees)	1,531,745.82	
Plumbing Rehabilitation	75,000.00	
Property Acquisitions	275,000.00	
Dr. Rountree's Parking Lot	37,607.00	
Juvenile Justice Expansion (Roof)	1,234.00 #	
Contingency	150,750.00	
	<hr/>	
Total Estimated Expenditures		<u>(4,911,373.71)</u>
Total Projected Available Funds		<u>\$ 439,868.10</u>

Remainder after the Juvenile Justice roof expenditure.

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.

Tom Green Auditor

B U D G E T A R Y A C C O U N T I N G M O D U L E
Combined Statement of Receipts and Disbursements - All Funds
For Transactions December 01, 2000 - December 31, 2000

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The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
GENERAL FUND				
001-000-1010 - CASH	\$ 149,238.13	\$ 2,233,727.76	\$ 1,828,139.85	\$ 554,826.04
001-000-1512 - SECURITIES	1,986,178.88			1,986,178.88
001-000-1513 - REPURCHASE/FLEX	52.99	838.90	891.89	0.00
001-000-1515 - MBIA	0.00	258,807.82	250,000.00	8,807.82
001-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total GENERAL FUND	\$ 2,135,470.00	\$ 2,493,374.48	\$ 2,079,031.74	\$ 2,549,812.74
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	\$ 5,030.32	\$ 104,145.28	\$ 89,326.50	\$ 19,849.10
005-000-1513 - REPURCHASE/FLEX	0.00	224.39	224.39	0.00
005-000-1515 - MBIA	325,661.43	41,285.29	50,000.00	316,946.72
005-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 1 & 3	\$ 330,691.75	\$ 145,654.96	\$ 139,550.89	\$ 336,795.82
ROAD & BRIDGE PRECINCT 2 & 4				
006-000-1010 - CASH	\$ 2,465.81	\$ 161,107.01	\$ 141,326.78	\$ 22,246.04
006-000-1513 - REPURCHASE/FLEX	0.00	441.79	441.79	0.00
006-000-1515 - MBIA	416,661.43	3,634.52	127,000.00	293,295.95
006-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 2 & 4	\$ 419,127.24	\$ 165,183.32	\$ 268,768.57	\$ 315,541.99
CHEC_SHANNON/ESFI				
007-000-1010 - CASH	\$ 300.00	\$ 137,887.60	\$ 137,887.60	\$ 300.00
Total CHEC_SHANNON/ESFI	\$ 300.00	\$ 137,887.60	\$ 137,887.60	\$ 300.00
EMPLOYEE SELF FUNDED INSURANCE				
008-000-1010 - CASH	\$ 158,322.42	\$ 146,763.81	\$ 137,795.09	\$ 167,291.14
008-000-1513 - REPURCHASE/FLEX	0.00	0.25	0.25	0.00
Total EMPLOYEE SELF FUNDED INSURANCE	\$ 158,322.42	\$ 146,764.06	\$ 137,795.34	\$ 167,291.14
CAFETERIA PLAN TRUST				
009-000-1010 - CASH	\$ 5,645.55	\$ 5,344.07	\$ 3,688.13	\$ 7,301.49
009-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total CAFETERIA PLAN TRUST	\$ 5,645.55	\$ 5,344.07	\$ 3,688.13	\$ 7,301.49
COUNTY LAW LIBRARY				
010-000-1010 - CASH	\$ 1,017.84	\$ 5,709.56	\$ 4,394.17	\$ 2,333.23
010-000-1513 - REPURCHASE/FLEX	0.00	14.56	14.56	0.00
010-000-1515 - MBIA	23,000.00	175.73	1,600.00	21,575.73
010-000-1516 - FUNDS MANAGEMENT	50,000.00	499.25		50,499.25

Tom Green Auditor

B U D G E T A R Y A C C O U N T I N G M O D U L E
Combined Statement of Receipts and Disbursements - All Funds
For Transactions December 01, 2000 - December 31, 2000

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The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
Total COUNTY LAW LIBRARY	\$ 74,017.84	\$ 6,399.10	\$ 6,008.73	\$ 74,408.21
CAFETERIA/ZP				
011-000-1010 - CASH	\$ 2,500.00	\$ 3,535.13	\$ 3,535.13	\$ 2,500.00
Total CAFETERIA/ZP	\$ 2,500.00	\$ 3,535.13	\$ 3,535.13	\$ 2,500.00
LIBRARY/HUGHES SETTLEMENT				
014-000-1010 - CASH	\$ 237.68	\$ 88.15	\$	\$ 325.83
014-000-1513 - REPURCHASE/FLEX	0.00	88.15	88.15	0.00
014-000-1515 - MBIA	3,000.00	23.97		3,023.97
014-000-1516 - FUNDS MANAGEMENT	485,000.00	4,842.72		489,842.72
Total LIBRARY/HUGHES SETTLEMENT	\$ 488,237.68	\$ 5,042.99	\$ 88.15	\$ 493,192.52
LIBRARY DONATIONS FUND				
015-000-1010 - CASH	\$ 610.15	\$ 201.74	\$ 278.74	\$ 533.15
015-000-1513 - REPURCHASE/FLEX	0.00	1.74	1.74	0.00
015-000-1515 - MBIA	7,000.00	55.94		7,055.94
Total LIBRARY DONATIONS FUND	\$ 7,610.15	\$ 259.42	\$ 280.48	\$ 7,589.09
COURTHOUSE SECURITY/DISTRICT COURTS				
016-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
016-000-1513 - REPURCHASE/FLEX	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	\$ -570.85	\$ 1,351.83	\$	\$ 780.98
017-000-1513 - REPURCHASE/FLEX	0.00	8.35	8.35	0.00
017-000-1515 - MBIA	9,000.00	70.24	500.00	8,570.24
Total RECORDS MGT/DISTRICT COURTS	\$ 8,429.15	\$ 1,430.42	\$ 508.35	\$ 9,351.22
COURTHOUSE SECURITY				
018-000-1010 - CASH	\$ 2,350.38	\$ 4,425.15	\$ 3,971.94	\$ 2,803.59
018-000-1513 - REPURCHASE/FLEX	0.00	23.38	23.38	0.00
018-000-1515 - MBIA	134,000.00	4,482.30		138,482.30
Total COURTHOUSE SECURITY	\$ 136,350.38	\$ 8,930.83	\$ 3,995.32	\$ 141,285.89
RECORDS MANAGEMENT/CO CLERK				
019-000-1010 - CASH	\$ 2,321.76	\$ 1,970.97	\$ 3,000.00	\$ 1,292.73
019-000-1513 - REPURCHASE/FLEX	0.00	2.19	2.19	0.00
019-000-1515 - MBIA	12,000.00	3,105.99		15,105.99
Total RECORDS MANAGEMENT/CO CLERK	\$ 14,321.76	\$ 5,079.15	\$ 3,002.19	\$ 16,398.72
LIBRARY MISCELLANEOUS FUND				
020-000-1010 - CASH	\$ 1,383.96	\$ 8,288.80	\$ 8,254.73	\$ 1,418.03

Tom Green Auditor

B U D G E T A R Y A C C O U N T I N G M O D U L E
Combined Statement of Receipts and Disbursements - All Funds
For Transactions December 01, 2000 - December 31, 2000

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The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
020-000-1513 - REPURCHASE/FLEX	0.00	8.38	8.38	0.00
020-000-1515 - MBIA	46,000.00	349.08	5,500.00	40,849.08
	-----	-----	-----	-----
Total LIBRARY MISCELLANEOUS FUND	\$ 47,383.96	\$ 8,646.26	\$ 13,763.11	\$ 42,267.11
CIP DONATIONS				
021-000-1010 - CASH	\$ 428.31	\$	\$	\$ 428.31
021-000-1513 - REPURCHASE/FLEX	0.00			0.00
	-----	-----	-----	-----
Total CIP DONATIONS	\$ 428.31	\$ 0.00	\$ 0.00	\$ 428.31
TGC BATES FUND				
022-000-1010 - CASH	\$ 153.77	\$ 16.38	\$	\$ 170.15
022-000-1513 - REPURCHASE/FLEX	0.00	16.38	16.38	0.00
022-000-1515 - MBIA	1,000.00	7.99		1,007.99
022-000-1516 - FUNDS MANAGEMENT	88,000.00	878.68		88,878.68
	-----	-----	-----	-----
Total TGC BATES FUND	\$ 89,153.77	\$ 919.43	\$ 16.38	\$ 90,056.82
CERT OBLIG SERIES/1992/I & S				
023-000-1010 - CASH	\$ 5,594.33	\$ 52,576.63	\$ 20,287.63	\$ 37,883.33
023-000-1513 - REPURCHASE/FLEX	0.00			0.00
023-000-1516 - FUNDS MANAGEMENT	34,000.00	9,110.88		43,110.88
	-----	-----	-----	-----
Total CERT OBLIG SERIES/1992/I & S	\$ 39,594.33	\$ 61,687.51	\$ 20,287.63	\$ 80,994.21
CERT OBLIG SERIES/1993/I & S				
024-000-1010 - CASH	\$ 1,591.78	\$ 10,961.58	\$ 1,800.00	\$ 10,753.36
024-000-1513 - REPURCHASE/FLEX	0.00			0.00
024-000-1516 - FUNDS MANAGEMENT	13,500.00	1,928.50		15,428.50
	-----	-----	-----	-----
Total CERT OBLIG SERIES/1993/I & S	\$ 15,091.78	\$ 12,890.08	\$ 1,800.00	\$ 26,181.86
GENERAL LAND PURCHASE FUND				
025-000-1010 - CASH	\$ 455.57	\$ 0.14	\$	\$ 455.71
025-000-1513 - REPURCHASE/FLEX	0.00	0.14	0.14	0.00
025-000-1515 - MBIA	9,000.00	71.92		9,071.92
	-----	-----	-----	-----
Total GENERAL LAND PURCHASE FUND	\$ 9,455.57	\$ 72.20	\$ 0.14	\$ 9,527.63
GEN OBLIG BOND/1994/CONSTRUCTION FUND				
026-000-1010 - CASH	\$ 856.61	\$ 201.43	\$	\$ 1,058.04
026-000-1513 - REPURCHASE/FLEX	0.00			0.00
	-----	-----	-----	-----
Total GEN OBLIG BOND/1994/CONSTRUCTION FUND	\$ 856.61	\$ 201.43	\$ 0.00	\$ 1,058.04
DISASTER RELEIF GRANT/TCDP				
027-000-1010 - CASH	\$ 0.25	\$	\$	\$ 0.25
	-----	-----	-----	-----
Total DISASTER RELEIF GRANT/TCDP	\$ 0.25	\$ 0.00	\$ 0.00	\$ 0.25

Tom Green Auditor

B U D G E T A R Y A C C O U N T I N G M O D U L E
Combined Statement of Receipts and Disbursements - All Funds
For Transactions December 01, 2000 - December 31, 2000

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The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
CERT OBLIG SERIES/1993A				
028-000-1010 - CASH	\$ 1,197.92	\$ 2,205.06	\$ 1,000.00	\$ 2,402.98
028-000-1513 - REPURCHASE/FLEX	0.00			0.00
028-000-1516 - FUNDS MANAGEMENT	3,000.00	1,033.56		4,033.56
	-----	-----	-----	-----
Total CERT OBLIG SERIES/1993A	\$ 4,197.92	\$ 3,238.62	\$ 1,000.00	\$ 6,436.54
CERT OBLIG SERIES/1993/CONSTRUCTION				
029-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
029-000-1513 - REPURCHASE/FLEX	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	\$ 2,365.25	\$ 17,214.63	\$ 11,685.37	\$ 7,894.51
030-000-1513 - REPURCHASE/FLEX	0.00	14.88	14.88	0.00
030-000-1515 - MBIA	67,800.00	5,329.76	10,000.00	63,129.76
	-----	-----	-----	-----
Total COUNTY CLERK PRESERVATION	\$ 70,165.25	\$ 22,559.27	\$ 21,700.25	\$ 71,024.27
UNINSURED MOTORIST COVERAGE				
031-000-1010 - CASH	\$ 5.99	\$	\$	\$ 5.99
031-000-1513 - REPURCHASE/FLEX	0.00			0.00
031-000-1515 - MBIA	6,500.00	51.94		6,551.94
	-----	-----	-----	-----
Total UNINSURED MOTORIST COVERAGE	\$ 6,505.99	\$ 51.94	\$ 0.00	\$ 6,557.93
BOND, WARRANT/FEE, & CIVIL				
032-000-1010 - CASH	\$ 10,700.00	\$ 3,500.00	\$ 1,000.00	\$ 13,200.00
	-----	-----	-----	-----
Total BOND, WARRANT/FEE, & CIVIL	\$ 10,700.00	\$ 3,500.00	\$ 1,000.00	\$ 13,200.00
CERT OBLIG SERIES/1992/CONSTRUCTION				
034-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
034-000-1513 - REPURCHASE/FLEX	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	\$ 289.45	\$ 86.43	\$	\$ 375.88
035-000-1513 - REPURCHASE/FLEX	0.00			0.00
	-----	-----	-----	-----
Total CRIMINAL JUSTICE PLANNING FUND	\$ 289.45	\$ 86.43	\$ 0.00	\$ 375.88
FINANCIAL RESPONSIBILITY				
036-000-1010 - CASH	\$ 176.03	\$ 108.62	\$	\$ 284.65
036-000-1513 - REPURCHASE/FLEX	0.00			0.00
	-----	-----	-----	-----
Total FINANCIAL RESPONSIBILITY	\$ 176.03	\$ 108.62	\$ 0.00	\$ 284.65
COMPREHENSIVE REHABILITATION				
037-000-1010 - CASH	\$ 93.01	\$ 34.00	\$	\$ 127.01

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions December 01, 2000 - December 31, 2000

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The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
037-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total COMPREHENSIVE REHABILITATION	\$ 93.01	\$ 34.00	\$ 0.00	\$ 127.01
WASTEWATER TREATMENT				
038-000-1010 - CASH	\$ 816.17	\$	\$	\$ 816.17
038-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total WASTEWATER TREATMENT	\$ 816.17	\$ 0.00	\$ 0.00	\$ 816.17
CERT OF OBLIGATION/1994/I & S				
039-000-1010 - CASH	\$ 2,063.51	\$ 16,988.07	\$ 2,800.00	\$ 16,251.58
039-000-1513 - REPURCHASE/FLEX	0.00			0.00
039-000-1516 - FUNDS MANAGEMENT	24,000.00	3,030.92		27,030.92
Total CERT OF OBLIGATION/1994/I & S	\$ 26,063.51	\$ 20,018.99	\$ 2,800.00	\$ 43,282.50
L.E.O.A.				
040-000-1010 - CASH	\$ 35.88	\$ 10.52	\$	\$ 46.40
040-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total L.E.O.A.	\$ 35.88	\$ 10.52	\$ 0.00	\$ 46.40
BREATH ALCOHOL TESTING				
041-000-1010 - CASH	\$ 86.62	\$ 50.30	\$	\$ 136.92
041-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total BREATH ALCOHOL TESTING	\$ 86.62	\$ 50.30	\$ 0.00	\$ 136.92
LAW ENFORCEMENT MANAGEMENT				
042-000-1010 - CASH	\$ 18.28	\$ 5.45	\$	\$ 23.73
042-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total LAW ENFORCEMENT MANAGEMENT	\$ 18.28	\$ 5.45	\$ 0.00	\$ 23.73
MISDEMEANOR COURT COSTS				
043-000-1010 - CASH	\$ 68.93	\$ 20.29	\$	\$ 89.22
043-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total MISDEMEANOR COURT COSTS	\$ 68.93	\$ 20.29	\$ 0.00	\$ 89.22
GENERAL OBLIGATION REFUNDING BONDS/1994/I & S				
044-000-1010 - CASH	\$ 9,595.02	\$ 99,414.52	\$ 24,300.00	\$ 84,709.54
044-000-1513 - REPURCHASE/FLEX	0.00			0.00
044-000-1516 - FUNDS MANAGEMENT	113,000.00	25,408.74	9,000.00	129,408.74
Total GENERAL OBLIGATION REFUNDING BONDS/1994/I & S	\$ 122,595.02	\$ 124,823.26	\$ 33,300.00	\$ 214,118.28
COUNTY ATTORNEY FEE ACCOUNT				
045-000-1010 - CASH	\$ 9,424.04	\$ 4,537.98	\$ 6,273.76	\$ 7,688.26
045-000-1513 - REPURCHASE/FLEX	0.00			0.00

	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
Total COUNTY ATTORNEY FEE ACCOUNT	\$ 9,424.04	\$ 4,537.98	\$ 6,273.76	\$ 7,688.26
L.E.O.C.E.				
046-000-1010 - CASH	\$ 49.69	\$ 18.79		\$ 68.48
046-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total L.E.O.C.E.	\$ 49.69	\$ 18.79	\$ 0.00	\$ 68.48
JUROR DONATIONS				
047-000-1010 - CASH	\$ 1.00			\$ 1.00
Total JUROR DONATIONS	\$ 1.00	\$ 0.00	\$ 0.00	\$ 1.00
ELECTION CONTRACT SERVICE				
048-000-1010 - CASH	\$ 15,164.85			\$ 15,164.85
Total ELECTION CONTRACT SERVICE	\$ 15,164.85	\$ 0.00	\$ 0.00	\$ 15,164.85
JUDICIAL EDUCATION/COUNTY JUDGE				
049-000-1010 - CASH	\$ 1,678.64	\$ 150.00	\$ 48.67	\$ 1,779.97
049-000-1513 - FLEX\REPURCHASE	0.00			0.00
Total JUDICIAL EDUCATION/COUNTY JUDGE	\$ 1,678.64	\$ 150.00	\$ 48.67	\$ 1,779.97
51ST DISTRICT ATTORNEY FEE				
050-000-1010 - CASH	\$ 482.65	\$ 470.00	\$ 164.48	\$ 788.17
Total 51ST DISTRICT ATTORNEY FEE	\$ 482.65	\$ 470.00	\$ 164.48	\$ 788.17
LATERAL ROAD FUND				
051-000-1010 - CASH	\$ 20,237.84			\$ 20,237.84
051-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total LATERAL ROAD FUND	\$ 20,237.84	\$ 0.00	\$ 0.00	\$ 20,237.84
51ST DA SPC FORFEITURE ACCT				
052-000-1010 - CASH	\$ 8,487.75	\$ 13.92		\$ 8,501.67
Total 51ST DA SPC FORFEITURE ACCT	\$ 8,487.75	\$ 13.92	\$ 0.00	\$ 8,501.67
CERT OBLIG SERIES/1995				
053-000-1010 - CASH	\$ 150,492.17	\$ 14,547.58	\$ 315,605.04	\$ -150,565.29
053-000-1512 - SECURITIES	0.00			0.00
053-000-1513 - REPURCHASE/FLEX	78.61	8,914.34	8,992.95	0.00
053-000-1515 - MBIA	4,350,353.42	137,568.46		4,487,921.88
053-000-1516 - FUNDS MANAGEMENT	1,002,464.74	10,362.44		1,012,827.18
Total CERT OBLIG SERIES/1995	\$ 5,503,388.94	\$ 171,392.82	\$ 324,597.99	\$ 5,350,183.77
CERT OBLIG SERIES/1995/I & S				
054-000-1010 - CASH	\$ 819.71	\$ 5,505.52	\$ 500.00	\$ 5,825.23

Tom Green Auditor

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054-000-1513 - REPURCHASE/FLEX	0.00			0.00
054-000-1516 - FUNDS MANAGEMENT	15,500.00	647.06		16,147.06
	-----	-----	-----	-----
Total CERT OBLIG SERIES/1995/I & S	\$ 16,319.71	\$ 6,152.58	\$ 500.00	\$ 21,972.29
119TH DISTRICT ATTORNEY FEE				
055-000-1010 - CASH	\$ 3,925.85	\$	\$ 339.47	\$ 3,586.38
	-----	-----	-----	-----
Total 119TH DISTRICT ATTORNEY FEE	\$ 3,925.85	\$ 0.00	\$ 339.47	\$ 3,586.38
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	\$ 3,513.07	\$	\$	\$ 3,513.07
	-----	-----	-----	-----
Total 119TH DA/DPS FORFEITURE ACCT	\$ 3,513.07	\$ 0.00	\$ 0.00	\$ 3,513.07
119TH DA/SPC FORFEITURE ACCT				
058-000-1010 - CASH	\$ 8,663.40	\$ 14.20	\$	\$ 8,677.60
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Total 119TH DA/SPC FORFEITURE ACCT	\$ 8,663.40	\$ 14.20	\$ 0.00	\$ 8,677.60
PARK DONATIONS FUND				
059-000-1010 - CASH	\$ 44.53	\$	\$	\$ 44.53
	-----	-----	-----	-----
Total PARK DONATIONS FUND	\$ 44.53	\$ 0.00	\$ 0.00	\$ 44.53
C.V.C.A.				
060-000-1010 - CASH	\$ 5,233.68	\$ 13,737.94	\$ 9,400.00	\$ 9,571.62
060-000-1513 - REPURCHASE/FLEX	0.00			0.00
060-000-1515 - MBIA	24,200.00	9,622.64		33,822.64
	-----	-----	-----	-----
Total C.V.C.A.	\$ 29,433.68	\$ 23,360.58	\$ 9,400.00	\$ 43,394.26
OJP/LOCAL LAW ENFORCEMENT BLOCK GRANT				
061-000-1010 - CASH	\$ 83.42	\$	\$	\$ 83.42
061-000-1513 - REPURCHASE/FLEX	0.00			0.00
061-000-1515 - MBIA	28,900.00	230.95		29,130.95
	-----	-----	-----	-----
Total OJP/LOCAL LAW ENFORCEMENT BLOCK GRANT	\$ 28,983.42	\$ 230.95	\$ 0.00	\$ 29,214.37
AIC/CHAP PROGRAM				
062-000-1010 - CASH	\$ 42,016.71	\$ 2,353.19	\$ 14,434.61	\$ 29,935.29
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Total AIC/CHAP PROGRAM	\$ 42,016.71	\$ 2,353.19	\$ 14,434.61	\$ 29,935.29
TAIP GRANT/CSCD				
063-000-1010 - CASH	\$ 133,631.24	\$ 1,452.15	\$ 11,147.00	\$ 123,936.39

	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
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Total TAIP GRANT/CSCD	\$ 133,631.24	\$ 1,452.15	\$ 11,147.00	\$ 123,936.39
DIVERSION TARGET PROGRAM				
064-000-1010 - CASH	\$ 46,757.30	\$ 175.21	\$ 5,811.03	\$ 41,121.48
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Total DIVERSION TARGET PROGRAM	\$ 46,757.30	\$ 175.21	\$ 5,811.03	\$ 41,121.48
COMMUNITY SUPERVISION & CORRECTIONS				
065-000-1010 - CASH	\$ 301,333.02	\$ 94,937.56	\$ 174,040.76	\$ 222,229.82
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Total COMMUNITY SUPERVISION & CORRECTIONS	\$ 301,333.02	\$ 94,937.56	\$ 174,040.76	\$ 222,229.82
COURT RESIDENTIAL TREATMENT				
066-000-1010 - CASH	\$ 362,664.79	\$ 8,733.78	\$ 108,689.27	\$ 262,709.30
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Total COURT RESIDENTIAL TREATMENT	\$ 362,664.79	\$ 8,733.78	\$ 108,689.27	\$ 262,709.30
COMMUNITY CORRECTIONS PROGRAM				
067-000-1010 - CASH	\$ 88,918.58	\$ 267.55	\$ 32,281.15	\$ 56,904.98
	-----	-----	-----	-----
Total COMMUNITY CORRECTIONS PROGRAM	\$ 88,918.58	\$ 267.55	\$ 32,281.15	\$ 56,904.98
ARREST FEES ACCOUNT				
068-000-1010 - CASH	\$ 1,332.43	\$ 2,077.47	\$ 2,000.00	\$ 1,409.90
068-000-1513 - REPURCHASE/FLEX	0.00			0.00
068-000-1515 - MBIA	3,000.00	2,030.71		5,030.71
	-----	-----	-----	-----
Total ARREST FEES ACCOUNT	\$ 4,332.43	\$ 4,108.18	\$ 2,000.00	\$ 6,440.61
TRAFFIC LAW FAILURE TO APPEAR FUND				
069-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
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Total TRAFFIC LAW FAILURE TO APPEAR FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUSTICE EDUCATION FEES				
070-000-1010 - CASH	\$ 902.62	\$ 1,390.33	\$ 1,300.00	\$ 992.95
070-000-1513 - REPURCHASE/FLEX	0.00			0.00
070-000-1515 - MBIA	2,000.00	1,320.36		3,320.36
	-----	-----	-----	-----
Total JUSTICE EDUCATION FEES	\$ 2,902.62	\$ 2,710.69	\$ 1,300.00	\$ 4,313.31
STATE & MUNICIPAL FEES				
071-000-1010 - CASH	\$ 4,467.63	\$ 26,537.61	\$ 23,482.75	\$ 7,522.49
071-000-1513 - REPURCHASE/FLEX	0.00			0.00
071-000-1515 - MBIA	22,000.00	10,896.75	5,000.00	27,896.75
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Total STATE & MUNICIPAL FEES	\$ 26,467.63	\$ 37,434.36	\$ 28,482.75	\$ 35,419.24
CONSOLIDATED COURT COSTS				
072-000-1010 - CASH	\$ 5,918.69	\$ 16,241.48	\$ 10,600.00	\$ 11,560.17
072-000-1513 - REPURCHASE/FLEX	0.00			0.00

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE

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072-000-1515 - MBIA	29,000.00	10,864.77		39,864.77
Total CONSOLIDATED COURT COSTS	\$ 34,918.69	\$ 27,106.25	\$ 10,600.00	\$ 51,424.94
GRAFFITI ERADICATION FUND				
073-000-1010 - CASH	\$ 90.35	\$	\$	\$ 90.35
Total GRAFFITI ERADICATION FUND	\$ 90.35	\$ 0.00	\$ 0.00	\$ 90.35
TIME PAYMENT FUND				
074-000-1010 - CASH	\$ 2,280.41	\$ 8,846.30	\$ 8,780.41	\$ 2,346.30
074-000-1513 - REPURCHASE/FLEX	0.00			0.00
074-000-1515 - MBIA	3,000.00	3,524.58	4,000.00	2,524.58
Total TIME PAYMENT FUND	\$ 5,280.41	\$ 12,370.88	\$ 12,780.41	\$ 4,870.88
VETERAN'S SERVICE FUND				
075-000-1010 - CASH	\$ 4,316.93	\$ 229.08	\$ 159.74	\$ 4,386.27
Total VETERAN'S SERVICE FUND	\$ 4,316.93	\$ 229.08	\$ 159.74	\$ 4,386.27
EMPLOYEE ENRICHMENT FUND				
076-000-1010 - CASH	\$ 1,837.74	\$ 280.92	\$ 235.94	\$ 1,882.72
Total EMPLOYEE ENRICHMENT FUND	\$ 1,837.74	\$ 280.92	\$ 235.94	\$ 1,882.72
FUGITIVE APPREHENSION FUND				
077-000-1010 - CASH	\$ 2,136.75	\$ 3,621.95	\$ 3,200.00	\$ 2,558.70
077-000-1513 - REPURCHASE/FLEX	0.00			0.00
077-000-1515 - MBIA	5,500.00	3,254.73		8,754.73
Total FUGITIVE APPREHENSION FUND	\$ 7,636.75	\$ 6,876.68	\$ 3,200.00	\$ 11,313.43
INDIGENT LEGAL SERVICES FUND				
078-000-1010 - CASH	\$ 722.11	\$ 1,019.00	\$ 1,000.00	\$ 741.11
078-000-1513 - REPURCHASE/FLEX	0.00			0.00
078-000-1515 - MBIA	1,900.00	1,018.55		2,918.55
Total INDIGENT LEGAL SERVICES FUND	\$ 2,622.11	\$ 2,037.55	\$ 1,000.00	\$ 3,659.66
JUVENILE CRIME & DELINQUENCY FUND				
079-000-1010 - CASH	\$ 389.08	\$ 183.94	\$	\$ 573.02
079-000-1513 - REPURCHASE/FLEX	0.00			0.00
079-000-1515 - MBIA	0.00			0.00
Total JUVENILE CRIME & DELINQUENCY FUND	\$ 389.08	\$ 183.94	\$ 0.00	\$ 573.02
BOND FEE FUND				
080-000-1010 - CASH	\$ 30.52	\$ 12.08	\$	\$ 42.60
080-000-1513 - REPURCHASE/FLEX	0.00			0.00

Tom Green Auditor

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Total BOND FEE FUND	\$ 30.52	\$ 12.08	\$ 0.00	\$ 42.60
TEXAS COMMUNITY DEVELOPMENT PROGRAM				
081-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TEXAS COMMUNITY DEVELOPMENT PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUDICIAL EFFICIENCY				
082-000-1010 - CASH	\$ 3,500.44	\$ 524.86	\$	\$ 4,025.30
082-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total JUDICIAL EFFICIENCY	\$ 3,500.44	\$ 524.86	\$ 0.00	\$ 4,025.30
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	\$ 160,819.05	\$ -123,843.80	\$	\$ 36,975.25
Total JUV DETENTION FACILITY	\$ 160,819.05	\$ -123,843.80	\$ 0.00	\$ 36,975.25
TX JUV PROBATION COMM				
085-000-1010 - CASH	\$ 445,052.06	\$ 23,409.09	\$ 8,286.38	\$ 460,174.77
Total TX JUV PROBATION COMM	\$ 445,052.06	\$ 23,409.09	\$ 8,286.38	\$ 460,174.77
JUVENILE PROBATION/TGC				
086-000-1010 - CASH	\$ 32,193.73	\$ 25,608.47	\$ 58,598.84	\$ -796.64
Total JUVENILE PROBATION/TGC	\$ 32,193.73	\$ 25,608.47	\$ 58,598.84	\$ -796.64
JUV PROBATION DISCRETIONARY FUND				
087-000-1010 - CASH	\$ -876.99	\$ 41,298.53	\$ 2,751.13	\$ 37,670.41
Total JUV PROBATION DISCRETIONARY FUND	\$ -876.99	\$ 41,298.53	\$ 2,751.13	\$ 37,670.41
CHILD TRUST ACCOUNT				
088-000-1010 - CASH	\$ 1,349.14	\$ 1,333.00	\$ 1,345.50	\$ 1,336.64
Total CHILD TRUST ACCOUNT	\$ 1,349.14	\$ 1,333.00	\$ 1,345.50	\$ 1,336.64
IN_HOME FAMILY PRESERVATION SVCS				
089-000-1010 - CASH	\$ 60,588.26	\$ 6,133.15	\$ 3,009.47	\$ 63,711.94
Total IN_HOME FAMILY PRESERVATION SVCS	\$ 60,588.26	\$ 6,133.15	\$ 3,009.47	\$ 63,711.94
POST ADJ JUVENILE FACILITY				
090-000-1010 - CASH	\$ 120.05	\$ 155,125.63	\$ 93,075.00	\$ 62,170.68

Tom Green Auditor

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Total POST ADJ JUVENILE FACILITY	\$ 120.05	\$ 155,125.63	\$ 93,075.00	\$ 62,170.68
DIST JUVENILE PROBATION/COKE				
091-000-1010 - CASH	\$ 9,821.40	\$ 11,558.54	\$ 8,034.64	\$ 13,345.30
Total DIST JUVENILE PROBATION/COKE	\$ 9,821.40	\$ 11,558.54	\$ 8,034.64	\$ 13,345.30
COMMUNITY CORRECTIONS ASSIST				
092-000-1010 - CASH	\$ 76,260.28	\$ 5,323.13	\$ 3,813.04	\$ 77,770.37
Total COMMUNITY CORRECTIONS ASSIST	\$ 76,260.28	\$ 5,323.13	\$ 3,813.04	\$ 77,770.37
NON RESIDENTIAL PROGRAM				
093-000-1010 - CASH	\$ 36,896.60	\$ 198.36	\$	\$ 37,094.96
Total NON RESIDENTIAL PROGRAM	\$ 36,896.60	\$ 198.36	\$ 0.00	\$ 37,094.96
EFTPS/PAYROLL TAX CLEARING				
094-000-1010 - CASH	\$ 0.00	\$ 135,936.67	\$ 135,936.67	\$ 0.00
Total EFTPS/PAYROLL TAX CLEARING	\$ 0.00	\$ 135,936.67	\$ 135,936.67	\$ 0.00
PAYROLL FUND				
095-000-1010 - CASH	\$ -623.44	\$ 1,458,192.23	\$ 1,456,026.96	\$ 1,541.83
Total PAYROLL FUND	\$ -623.44	\$ 1,458,192.23	\$ 1,456,026.96	\$ 1,541.83
COURT AT LAW_EXCESS STATE SUPPLEMENT				
096-000-1010 - CASH	\$ 91.90	\$	\$	\$ 91.90
096-000-1513 - REPURCHASE/FLEX	0.00			0.00
Total COURT AT LAW_EXCESS STATE SUPPLEMENT	\$ 91.90	\$ 0.00	\$ 0.00	\$ 91.90
LEOSE TRAINING FUND				
097-000-1010 - CASH	\$ 39.49	\$ 1,000.00	\$ 446.62	\$ 592.87
097-000-1515 - MBIA	7,600.00	51.83	1,000.00	6,651.83
Total LOESE TRAINING FUND	\$ 7,639.49	\$ 1,051.83	\$ 1,446.62	\$ 7,244.70
CERT OF OBLIGATION/1998/I & S				
099-000-1010 - CASH	\$ 10,689.68	\$ 106,025.10	\$ 16,500.00	\$ 100,214.78
099-000-1513 - REPURCHASE/FLEX	0.00			0.00
099-000-1516 - FUNDS MANAGEMENT	129,000.00	17,494.81		146,494.81
Total CERT OF OBLIGATION/1998/I & S	\$ 139,689.68	\$ 123,519.91	\$ 16,500.00	\$ 246,709.59
TAX ANTICIPATION NOTES				
100-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
100-000-1513 - REPURCHASE/FLEX	0.00			0.00

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Total TAX ANTICIPATION NOTES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TAX ANTICIPATION NOTE/1998/I & S				
101-000-1010 - CASH	\$ 1,655.97	\$ 11,557.44	\$ 1,900.00	\$ 11,313.41
101-000-1513 - REPURCHASE/FLEX	0.00			0.00
101-000-1516 - FUNDS MANAGEMENT	17,500.00	2,068.50		19,568.50
	-----	-----	-----	-----
Total TAX ANTICIPATION NOTE/1998/I & S	\$ 19,155.97	\$ 13,625.94	\$ 1,900.00	\$ 30,881.91
CONSTABLE PRCT 1 LEOSE TRAINING FUND				
102-000-1010 - CASH	\$ 1,411.73	\$	\$	\$ 1,411.73
	-----	-----	-----	-----
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$ 1,411.73	\$ 0.00	\$ 0.00	\$ 1,411.73
CONSTABLE PRCT 2 LEOSE TRAINING FUND				
103-000-1010 - CASH	\$ 69.72	\$	\$	\$ 69.72
	-----	-----	-----	-----
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$ 69.72	\$ 0.00	\$ 0.00	\$ 69.72
CONSTABLE PRCT 3 LEOSE TRAINING FUND				
104-000-1010 - CASH	\$ 1,857.98	\$	\$	\$ 1,857.98
	-----	-----	-----	-----
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$ 1,857.98	\$ 0.00	\$ 0.00	\$ 1,857.98
CONSTABLE PRCT 4 LEOSE TRAINING FUND				
105-000-1010 - CASH	\$ 1,824.35	\$	\$	\$ 1,824.35
	-----	-----	-----	-----
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$ 1,824.35	\$ 0.00	\$ 0.00	\$ 1,824.35
COURT TRANSACTION FEE FUND, JUSTICE COURTS				
106-000-1010 - CASH	\$ 891.84	\$ 1,134.34	\$ 1,200.00	\$ 826.18
106-000-1515 - MBIA	12,000.00	1,289.24		13,289.24
	-----	-----	-----	-----
Total COURT TRANSACTION FEE FUND, JUSTICE COURTS	\$ 12,891.84	\$ 2,423.58	\$ 1,200.00	\$ 14,115.42
GATES TRAINING LAB GRANT				
107-000-1010 - CASH	\$ 3,015.30	\$	\$	\$ 3,015.30
	-----	-----	-----	-----
Total GATES TRAINING LAB GRANT	\$ 3,015.30	\$ 0.00	\$ 0.00	\$ 3,015.30
GATES PUBLIC INTERNET ACCESS GRANT				
108-000-1010 - CASH	\$ 30,477.72	\$	\$ 25,394.00	\$ 5,083.72
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Total GATES PUBLIC INTERNET ACCESS GRANT	\$ 30,477.72	\$ 0.00	\$ 25,394.00	\$ 5,083.72
	-----	-----	-----	-----
TOTALS - ALL FUNDS	\$ 11,983,972.78	\$ 5,672,841.12	\$ 5,444,613.41	\$ 12,212,200.49
	=====	=====	=====	=====



PORTS-TO-PLAINS

TRADE CORRIDOR

December 5, 2000

The Honorable Mike Brown
Tom Green County Judge
County Courthouse
112 W. Beauregard
San Angelo, TX 76903

ROUTE TO:

Comm Pct 1 _____
Comm Pct 2 _____
Comm Pct 3 _____
Comm Pct 4 _____
Admin. Secy. _____

Dear Judge Brown:

Your County has been a tremendous asset in furthering the Ports-to-Plains Trade Corridor Coalition initiative. In order to continue moving forward, it is important that we remain united as we transition from the City of Lubbock to the Ports-to-Plains Corporation. Having completed the necessary documents for the Internal Revenue Service (IRS), we are now ready to assign the Interlocal Agreements to the Corporation.

The Board recently approved the *Unanimous Consent to Organizational Action of the Board*, which officially accepts the Bylaws into the corporate record. The next step in the transition requires that your County's officials sign the Bill of Sale and Assignment (See attached document). The Bill of Sale and Assignment will officially transfer each Interlocal Agreement, Interstate Cooperative Agreement, and all assets relating to the Ports-to-Plains Corridor to the Corporation. The execution of the *Bill of Sale and Assignment* is necessary for staff to complete the transition from the City of Lubbock to the Ports-to-Plains Trade Corridor Coalition, Inc.

Thank you for your attention to this matter. If you have any questions regarding this document, please contact me at 806.775.2338 or Ron Lewis at 806.775.3373.

Respectfully,

Kevin Evans
Ports-to-Plains, President

cc: Randy Neugebauer, Ports-to-Plains, Chairman
Tommy Gonzalez, Assistant City Manager
Ron Lewis, Assistant to the City Manager

P O Box 2000
1625 13th Street
Lubbock, Texas 79457
Phone 806/775-2016
Fax 806/775-2051
www.ports-to-plains.com

THE STATE OF TEXAS
COUNTY OF LUBBOCK

§
§
§

**BILL OF SALE AND
ASSIGNMENT**

The **CITY OF LUBBOCK**, a Texas Home Rule Municipal Corporation ("City of Lubbock"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, acting herein by and through its duly authorized official, does hereby assign, transfer, convey, deliver, and has granted, sold, and conveyed, and by these presents does grant, sell and convey to **PORTS-TO-PLAINS TRADE CORRIDOR COALITION**, a Texas nonprofit corporation ("Ports-to-Plains"), all of the City of Lubbock's right, title and interest in each and every Interlocal Cooperative Agreement and Interstate Cooperative Agreement which is listed on Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Agreements") and all money belonging unto the City of Lubbock which the City of Lubbock received from various cities, counties, and private industries which is maintained in the special project funds in the City of Lubbock's general multi-purpose account as listed on Exhibit "B" attached hereto and incorporated herein, and all personal property purchased by the City of Lubbock with any money received from the Consenting Parties (as defined below), including, but not limited to, all supplies and computer equipment and accessories purchased with money received from the Consenting Parties, subject to all duties, obligations and liabilities of the City of Lubbock arising under such Agreements.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said **Ports-to-Plains**, its successors and assigns, forever.

The **City of Lubbock** does hereby agree to execute and deliver such additional documents as might be necessary or appropriate to effectively convey title to the above mentioned assets to **Ports-to-Plains**, effective on the date hereof.

Ports-to-Plains does hereby accept the property referenced hereinabove and assumes all of the **City of Lubbock's** duties, obligations and liabilities arising under the Agreements.

The undersigned cities, counties and private industries ("Consenting Parties"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consent to the assignment to **Ports-to-Plains** of the property referenced hereinabove and further consent to the delegation of the obligations, duties, and liabilities due from the City of Lubbock to each of the undersigned Consenting Parties. The undersigned Consenting Parties agree to look solely to **Ports-to-Plains** for the proper performance under the Interlocal Cooperative Agreement or Interstate Cooperative Agreement, as the case may be, which such Consenting Party originally entered with the **City of Lubbock**.

This Bill of Sale and Assignment may be executed in one or more facsimile or counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

EXECUTED to be effective on the 27th day of July, 2000.

CITY OF LUBBOCK

BY: Windy Stitt

WINDY SUTTON, MAYOR

ATTEST:

Kathie Darnell
KATHIE DARNELL, CITY SECRETARY

APPROVED AS TO CONTENT:

Bob Cass
BOB CASS, CITY MANAGER

APPROVED AS TO FORM:

Amy L. Sims
AMY L. SIMS, ASST. CITY ATTORNEY

PORTS-TO-PLAINS TRADE CORRIDOR
COALITION

BY: Tommy Gonzalez

TOMMY GONZALEZ, PRESIDENT

"CONSENTING PARTIES"

COUNTY OF CHEYENNE, COLORADO:

CHAIRMAN OF THE BOARD OF DIRECTORS
OF COUNTY COMMISSIONERS

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

SWISHER COUNTY, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

COUNTY OF SHERMAN, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

TOM GREEN COUNTY, TEXAS:

Michael D. Brown

COUNTY JUDGE

ATTEST:

Elizabeth Mc Gee

COUNTY CLERK

APPROVED AS TO FORM:

Chris De

COUNTY ATTORNEY

CITY OF ABERNATHY, TEXAS:

MAYOR

SWISHER COUNTY, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

COUNTY OF SHERMAN, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:


COUNTY ATTORNEY

TOM GREEN COUNTY, TEXAS:



COUNTY JUDGE

ATTEST:



COUNTY CLERK

APPROVED AS TO FORM:



COUNTY ATTORNEY

CITY OF ABERNATHY, TEXAS:

MAYOR

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SWISHER COUNTY, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

COUNTY OF SHERMAN, TEXAS:

COUNTY JUDGE

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY

TOM GREEN COUNTY, TEXAS:



COUNTY JUDGE

ATTEST:



COUNTY CLERK

APPROVED AS TO FORM:



COUNTY ATTORNEY

CITY OF ABERNATHY, TEXAS:

MAYOR

**BYLAWS
OF
PORTS-TO-PLAINS TRADE CORRIDOR COALITION**

**ARTICLE ONE
NAME AND PURPOSE**

1.1 Name. The name of the corporation is Ports-to-Plains Trade Corridor Coalition (the "Corporation").

1.2 Principal Office. The principal office of the Corporation shall be at such place within the City of Lubbock, Texas, or such other city within Texas, as the Board of Directors of the Corporation may determine to be in the best interest of the Corporation. The Corporation may have such other offices as the Board of Directors may determine and as the affairs of the Corporation may require.

1.3 Purpose. This Corporation is organized as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), for the purposes set forth in its Articles of Incorporation.

**ARTICLE TWO
MEMBERS**

2.1 Member Classes. The Corporation shall have one class of voting members ("Members") and one class of non-voting members ("Associate Members"). Unless the context clearly indicates otherwise, as used herein, the term "members" means both "Members" and "Associate Members".

2.2 Members. States of the United States of America, provinces of Canada, states of Mexico, counties, municipalities, political subdivisions, metropolitan planning organizations, economic development corporations, other public entities that are located in any of the aforementioned sovereign or political entities, and chambers of commerce may apply to join the Corporation as Members. Subject to approval by the Board of Directors, execution of a membership application and agreement, and payment of the dues and application fee, if any, determined pursuant to Section 2.4, such entity shall become a Member. Members shall have voting rights with respect to the election of Directors and shall have voting rights with respect to other matters only as may be required by law. Each Member shall be entitled to one vote for dues payments of up to \$10,000, one additional vote for dues payments up to \$20,000, and one vote for each additional \$10,000 dues payments up to a maximum of 10 votes. No fractional votes are allowed. It is expressly provided, however, that the members shall not be entitled to vote on changes to, the repeal of, or the adoption of new Bylaws.

For a county, municipality, political subdivision, metropolitan planning organization, economic development corporation, any other public entities that are located in any state within the United States of America or Mexico or province of

Canada, or a chamber of commerce to be a Member, it is not necessary that the State in which the entity is located be a Member.

An entity that is entitled to participate as a Member may designate in writing to the Corporation a department, agency or private non-profit entity ("designated entity") that is to act in its stead, which designated entity shall then be registered as the Member and have all the rights to which the entity ("sponsoring entity") that so designated it would be eligible. The sponsoring entity may withdraw such designation by written notice to the Corporation, in which event the designated entity shall be deemed to have withdrawn as a Member of the Corporation.

2.3 Associate Members. Private sector individuals and entities which are interested in advancing the Corporation's purposes may apply to join the Corporation as non-voting Associate Members. Subject to approval by the Board of Directors, execution of an associate membership application and agreement, and upon payment of the dues and application fee, if any, determined pursuant to Section 2.4, such individual or entity shall become an Associate Member. Associate Members have no right to vote on any matter on which corporate members of a Texas non-profit corporation are entitled or required to vote, including on any amendment to the Articles of Incorporation or Bylaws of the Corporation that adversely affects such Associate Members, provided, however, that upon the effectiveness of any such amendment, an Associate Member may ask for a prorated (by month) refund of dues for the remainder of such year. Associate Members may attend meetings of the Members, except in the case of executive sessions at which such attendance is specifically excluded by law. At meetings which they are allowed to attend, Associate Members may participate in discussion as permitted by the President, but may not vote.

2.4 Membership Dues. All members shall be required to pay annual membership dues to the Corporation in such amounts as established from time to time by the Board of Directors and may be required to pay an application fee, if any. The membership dues owed and payable for the first year of membership shall be due within 30 days after the date that the membership application and agreement is executed by the member and approved by the Board of Directors. All dues payable each year thereafter shall be payable within 30 days of the beginning of the Corporation's fiscal year.

The dues and application fee, if any, shall be set by the Board of Directors, which may make distinctions in the dues payable by members. No member by its execution of the membership application and agreement is assuming or agreeing to pay any monetary or other obligation other than the agreement to make the contributions provided by this Section 2.4.

2.5 Term of Membership/Withdrawal/Expulsion. The member's membership in the Corporation shall be effective on and as of the date all of the requirements in Section 2.2 or 2.3, as the case may be, are satisfied and shall automatically continue from year to year unless and until the member withdraws from participation in accordance with

the following sentences or the Board of Directors terminates a member's membership in the Corporation in accordance with this Section. Any member may withdraw from the Corporation at any time, without refund of amounts paid to date, by giving thirty (30) days written notice to the Corporation. Any member who fails to pay the annual membership dues, as provided in Section 2.4 above, shall be deemed to automatically withdraw from the Corporation as of the first day of the Corporation's fiscal year in which the member failed to pay the annual membership dues, and the member shall not be entitled to receive any refund of any amounts paid to the Corporation.

2.6 Suspension of Members. The Board of Directors may suspend a member from the Corporation for any of the following reasons:

- (a) consistent and continued activity and/or speech by the member or representatives of the member that directly contradicts the interests of the Corporation; or
- (b) failure to meet the qualifications stated in this Article Two for membership, which does not result in the Member's automatic withdrawal pursuant to Section 2.5 above; or
- (c) failure to attend three consecutive meetings, provided, however, that a Member's vote by proxy at any meeting constitutes attendance; or
- (d) the member's affiliation with the Corporation will cause the Corporation to lose or jeopardizes the Corporation's exempt status for federal or state tax purposes.

To suspend a member from the Corporation a meeting of Directors must take place at least fifteen days after the member subject to suspension receives, by registered mail, written notice of the proposed action, the basis therefor, and the date, time, and place of the meeting. The member shall be afforded an opportunity to respond to the proposed suspension in person at the meeting. No Director affiliated with a member subject to a suspension action shall be permitted to vote on the suspension. Such suspension shall be for a term as determined by the Board and may be permanent.

Any member whose membership is permanently suspended by the Board of Directors in accordance with Subsection 2.6(d), shall be entitled to a refund of a pro rata portion of the annual membership dues such member paid for the Corporation's fiscal year in which such member's membership is permanently suspended. Any member whose membership is permanently suspended by the Board of Directors for any other reason, shall not be entitled to receive any refund of any amounts paid to the Corporation

2.7 Annual Meetings of Members. The annual meeting of the Members shall be held at the time and place designated by the Board of Directors. Written or printed notice stating the place, day and hour of the meeting shall be delivered to each Member and

Associate Member at the address for such member on the books of the Corporation, either personally, by facsimile, or by mail, by or at the direction of the Chairman or Secretary not less than thirty (30) days nor more than sixty (60) days before the date of the meeting.

2.8 Special Meetings of Members. Special meetings of the Members may be called by the Chairman, the Board of Directors, or by ten percent (10%) or more of Members. Written or printed notice stating the place, day, hour and purpose of the meeting shall be delivered to each member not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by facsimile, or by mail, by or at the direction of the Chairman, Secretary or the Members calling such special meeting.

2.9 Regular Meetings of the Members. The Board of Directors may establish a schedule for regular meetings of the Members in a location and at such time as the Board deems appropriate. Notice need not be given to members of the time, place or purpose of a regular meeting once such schedule has been provided to the members at least ten (10) days before the first such meeting.

2.10 Place and Manner of Meetings. Meetings of the Members shall be held at the principal office of the Corporation, unless some other place is designated in the notice of the meeting. Accurate minutes of any meeting of the Members shall be maintained by the Secretary of the Corporation or other officer designated for that purpose.

2.11 Agendas for Meetings. Unless otherwise provided by these Bylaws or the Articles of Incorporation, neither the business to be transacted at, nor the purpose of, any annual or regular meeting of the Members need be specified in the notice or waiver of notice of such meeting in order for action to be taken at the meeting.

2.12 Quorum for Member Meetings / Voting. The presence of ten percent (10%) of the Members present in person shall be a quorum for the transaction of business at all meetings; provided, that a Member who has submitted a Ballot pursuant to Section 2.14 shall be counted as present for purposes of a quorum for the business to which the Ballot relates. The affirmative vote of a majority (as defined in Section 3.11) of the Members present in person or by Ballot at any meeting at which there is a quorum shall be the act of the Members, unless otherwise provided by law, the Articles of Incorporation, or these Bylaws. Cumulative voting shall not be permitted.

2.13 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting at which a quorum was present need not be given to absent members if the time and place is fixed at the meeting adjourned and it is held within seventy-two (72) hours, notice shall be given to all Members (but not Associate Members) not present at the time of adjournment. A quorum must be present at the reconvened meeting in order to transact business.

2.14 Limited Proxies. Members may vote by proxy only as provided in this Section. Along with the notice of a meeting of Members at which Directors are to be

elected or any other issue with respect to which the law requires a vote of the Members, the individual giving such notice shall include a proxy in the form of a ballot (a "Ballot") listing the individuals who are running for election to the Board for whom the Member is entitled to vote and setting forth each such issue. The Ballot must be written so as to require either a "yes" or "no" vote on each issue and must also provide a space where the Member can indicate how it wishes to vote on each director position for which the Member is entitled to vote. Each Ballot with respect to an issue must be approved as to form by the Board. A Member may vote by mailing in the completed and signed Ballot or in person at the meeting. To be counted, a Ballot must be received at the address indicated on the Ballot at or prior to the time and day specified therein. Ballots not received at the required address by the required time will not be counted at the meeting. A Member who submits a Ballot and who then attends the meeting may revoke the Ballot and vote in person by so notifying the Secretary of the Corporation in writing prior to the start of the applicable meeting. Unless revoked, a Ballot duly and timely submitted is a proxy authorizing and directing the Secretary of the Corporation to vote the Member's vote(s) as stated in the Ballot.

ARTICLE THREE BOARD OF DIRECTORS

3.1 General powers. Except as provided by applicable law, in the Corporation's Articles of Incorporation, or in these Bylaws, the business, property and affairs of the Corporation shall be managed and directed, and all corporate powers of the Corporation exercised, by or under the direction of a Board of Directors (the "Board of Directors" or the "Board"). The Board of Directors may make appropriate delegations of authority to the officers of the Corporation and may authorize one or more other committees to act on its behalf.

3.2 Number; Classification; Term; Election. The Board of Directors shall consist initially of twelve (12) Directors. The number of Directors may thereafter be increased or decreased by a majority vote of the Board of Directors; provided, however, that the number of Directors shall not be less than twelve.

The Directors named in the Articles of Incorporation will hold office until the first annual meeting of the Members and until their successors are elected and qualified. At the first annual meeting of the Members, at least twelve (12) Directors will be elected, who will be divided into two classes. There will be six (6) (or in the event more than twelve directors are elected, then one-half of the directors elected) Directors in the first class, who will hold office until the first annual meeting of the Members after their election and until their successors are elected and qualified; there will be six (6) (or in the event more than twelve directors are elected, then one-half of the directors elected) Directors in the second class, who will hold office until the second annual meeting of the Members after their election and until their successors are elected and qualified; at each annual meeting of the Members thereafter, Directors will be elected for the class whose

term of office expires at that meeting, and they will hold office until the second annual meeting of the Members after their election and until their successors are elected and qualified.

3.3 Vacancies. If a vacancy on the Board of Directors occurs because of resignation, removal, death or for any reason, the vacancy shall be filled by a majority vote of the remaining Directors of the applicable component.

3.4 Qualifications. Any person that is an appointed representative of a Member may serve on the Board. However, no more than one Board member from each county may serve on the Board at any one time.

3.5 Resignations. Any Director may resign at any time by giving written notice to the Chairman of the Board of Directors. Such resignation shall take effect when the notice is received, unless the notice specifies a future date. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.6 Removals. The Board of Directors may, by a supermajority vote (as defined in Article VIII herein) of Directors present at a regular or special meeting called for this purpose, suspend or remove a Director for any of the following reasons:

- (a) breach of the Director's fiduciary duty to the Corporation;
- (b) violation of the Corporation's Articles of Incorporation, these Bylaws, or a policy duly adopted by the Board of Directors;
- (c) conviction of a felony or misdemeanor (other than a traffic violation not involving substance or alcohol abuse);
- (d) consistent, continued activity and/or speech that directly contradicts the interests of the Corporation;
- (e) failure to meet the qualifications identified in Section 3.4; and/or
- (f) failure to attend (unexcused) three consecutive Board meetings.

The meeting must take place at least fifteen (15) days after the Director subject to removal or suspension receives, by registered mail, written notice of the proposed action, including the identity of the date, time, and place of the meeting. The Director shall be afforded an opportunity to present a defense to the charges in person.

3.7 Place and Manner of Meetings. Meetings of the Board of Directors shall be held at the principal office of the Corporation, unless some other place is designated in the notice of the meeting. Accurate minutes of any meeting of the Board or any committee thereof shall be maintained by the Secretary or other officer designated for that purpose.

3.8 Regular Meetings. An annual meeting of the Board of Directors shall be held at the time and place designated by the Board. The Board may also establish regular quarterly meetings. Annual meetings and any quarterly meetings established by the Board are sometimes referenced to herein as regular meetings. Such annual meetings and if applicable, quarterly meetings, shall be held upon at least ten (10) days advance written notice to the Directors and members of the Advisory Council.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or a majority of the Directors. Notice of the date, time, purpose, and place of each special meeting of the Board shall be given to each Director and, unless the meeting is closed to them, each member of the Advisory Council at least twenty-four (24) hours before the time of the meeting. Notice of a special meeting may be by telephone followed by written confirmation.

3.10 Agenda for Meetings. Unless otherwise provided by these Bylaws or the Corporation's Articles of Incorporation, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee of the Board need be specified in the notice or waiver of notice of such meeting in order for action to be taken at the meeting.

3.11 Quorum for Meeting / Voting. The presence of at least one-third (1/3) of the number of persons then serving as Directors, present in person, shall be a quorum for the transaction of business at all meetings. Presence by proxy does not constitute presence for establishing a quorum. Each Director shall have one vote on all matters coming before the Board, subject to Section 3.15. Except as otherwise provided in these Bylaws, all matters voted upon by the Directors shall be decided by majority vote. As used herein the term "majority vote" or "majority" shall mean more than one-half (1/2) of the votes eligible to be cast in person or by proxy with respect to the particular matter. The affirmative vote of a majority of the Directors present in person or by proxy at any meeting at which there is a quorum, shall be the act of the Board of Directors, unless otherwise provided by law, the Articles of Incorporation, or these Bylaws.

3.12 Limited Proxies. A Director may vote by proxy at any meeting of the Board of Directors or of any committee of the Board of Directors only as provided in this Section 3.12. A Director may designate in writing either another representative of the same Member which said Director represents or another Director as authorized to participate and vote on behalf of the Director making such designation in any meeting of the Board of Directors or of any committee of the Board which is specified in such designation. Such designation must be delivered to the person presiding over such meeting prior to the participation by the designee in the meeting. A facsimile of such designation is acceptable. The designation shall be deemed to be a proxy for the purposes and meetings specified therein, and the same shall be revocable at any time in writing signed by the Director which issued the same, which writing shall be delivered to the Secretary of the Corporation or the presiding officer of the applicable meeting. Such

revocation shall not affect votes cast by the designee prior to such delivery of the revocation.

3.13 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting at which a quorum was present need not be given to absent Directors if the time and place is fixed at the meeting adjourned and it is held within seventy-two (72) hours. If a meeting is adjourned for more than seventy-two (72) hours, notice shall be given to all Directors not present at the time of adjournment. A quorum must be present at the reconvened meeting in order to transact business.

3.14 Compensation. Directors shall serve in such capacity without compensation on a voluntary basis, but may receive reasonable and appropriate reimbursement of expenses from the Corporation, as determined from time to time by the Board of Directors.

3.15 Conflict of Interest. Whenever a Director has a conflict of interest based upon the possibility of personal gain to such Director, such conflict of interest shall be declared by the Director and such Director may not vote on those issues where a conflict of interest has been declared. He or she may discuss the nature of his or her conflict of interest and otherwise provide information to the Board. Further, such Director may not be counted towards a quorum in respect of a vote on such issue. This Section of these Bylaws is not to be construed so as to prevent, preclude, or otherwise discourage Directors (or entities which they control or which they represent) from transacting business with the Corporation on a competitive, arms-length basis, and being awarded contracts, business, or other contractual relationships based upon such Directors' ability to provide (or that of the controlled or represented entity to provide), the Corporation with services or products considering price, quality and service, for what is being considered, so long as the express requirements of this Section and the requirements, if any, of applicable law are met. A Director shall not be deemed to have a conflict of interest by virtue of benefits that might accrue to the Member that such Director represents.

3.16 Advisory Council. There shall be an Advisory Council consisting of a representative from each Associate Member who, in the current fiscal year of the Corporation has paid membership dues in an amount to be determined by the Board of Directors in accordance with Section 2.4. The members of the Advisory Council may attend meetings of the Board of Directors; provided, however, the Chairman may close special meetings of the Board of Directors to the Advisory Council. At meetings they are permitted to attend, members of the Advisory Council may participate in discussion to the extent permitted by the Chairman, but members of the Advisory Council shall not be entitled to vote on any matter coming before the Board of Directors and members of the Advisory Council shall not participate whatsoever in the management of the Corporation.

ARTICLE FOUR NOTICES

4.1 Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any member, Director or committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, or by facsimile transmission or other electronic communication followed by mailed, written notice, addressed to such member, Director or committee member at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time the notice is deposited, postage prepaid, in the United States mail; provided, however, that facsimile or other electronically transmitted notice is deemed to be given upon successful transmission of the facsimile or the electronic communication. With respect to meetings of the Board of Directors or committees of the Board, telephonic notice followed by mailed written notice is sufficient, and such notice shall be deemed given at the time it is communicated by telephone.

4.2 Waiver. Whenever any notice is required to be given to a member, Director or committee member under the provisions of the Texas Non-Profit Corporation Act, the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member, Director or committee member at any meeting shall constitute a waiver of notice of such meeting, except where a member, Director or committee member attends a meeting for the express purpose of objection to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE FIVE OFFICERS

5.1 Number, Appointment and Tenure, Resignation, and Removal.

- (a) Number and Appointment. The Officers of this Corporation shall be a Chairman and Vice-Chairman of the Board, a President, a Secretary, a Treasurer, and such other officers as may be designated and elected by the Board of Directors from time to time. Two or more offices may be held by the same person, except that the office of the President and Secretary may not be held by the same person. The Chairman and Vice-Chairman shall be Directors. No other officers need be Directors.
- (b) Term. At each annual meeting of the Board of Directors, the Board of Directors shall elect the officers for a one year term; provided that each officer so elected shall continue to hold such office until the earlier of the date that his or her successor shall

have been duly elected and qualified, or until the date such officer resigns or is removed.

- (c) Resignation. Any officer may resign at any time by giving written notice thereof to the Chairman or Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.
- (d) Removal. Any officer may be removed, either with or without cause, by a majority vote of the entire Board of Directors.

5.2 Attendance at Meetings. The Chairman, and in his or her absence the Vice-Chairman, shall call meetings of the Board of Directors to order, and conduct such meetings, and the Secretary of the Corporation shall act as Secretary of all such meetings, but in the absence of the Secretary, the Chairman or Vice-Chairman, as the case may be, may appoint any person present to act as Secretary of the meeting.

5.3 Duties. The principal duties of the several officers are as follows:

- (a) Chairman of the Board. The Chairman shall preside at all meetings of the Board of Directors and shall perform such other duties as may be assigned to him or her by the Board of Directors.
- (b) Vice-Chairman of the Board. The Vice-Chairman shall discharge the duties of the Chairman in the event of the Chairman's absence or disability for any cause whatsoever. If for whatever reason, the Vice-Chairman is unable to fulfill his duties, the Chairman may appoint a Board member to discharge any or all of the Vice-Chairman's duties.
- (c) President. The President shall be the chief executive officer and executive director of the Corporation, and subject to the control of the Board of Directors, shall have general charge and supervision of the administration of the activities and affairs of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board of Directors, prepare an annual budget showing expected receipts and expenditures for consideration by the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors. The President shall also have the power to appoint and remove subordinate employees. The President shall submit to the Board of Directors plans and suggestions for the activities of the Corporation, shall direct its general

correspondence and shall present recommendations in each case to the Board of Directors for decision. The President shall also submit a report of the activities and affairs of the Corporation at each annual meeting of the Board and at other times when called upon so to do by the Board.

- (d) Secretary. The Secretary shall have charge of the records and correspondence of the Corporation under the direction of the President, and shall be the custodian of the seal of the Corporation, if any. The Secretary shall attend all meetings of the Board of Directors and give such notice of meetings as is required by these Bylaws. The Secretary shall take and keep true minutes of all meetings of the Board of Directors. The Secretary shall discharge such other duties as shall be prescribed from time to time by the President or the Board of Directors. The Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during any absence or disability of the Secretary.
- (e) Treasurer. The Treasurer shall keep account all moneys, credits and property of the Corporation which shall come into the Treasurer's hands and keep a full and accurate account of all moneys received and discharged. Except as otherwise ordered by the Board of Directors, the Treasurer shall have the custody of all the funds and securities of the Corporation and shall deposit the same in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of the funds and other property belonging to the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall also submit a report of the accounts and financial condition of the Corporation at each annual meeting of the Board of Directors. The Treasurer shall, under the direction of the Board of Directors, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of the Corporation, unless the Board of Directors authorizes other officers, employees or agents of the Corporation to sign checks without the counter signature of the Treasurer, which checks, however, may also be required by the Board of Directors to be signed by the President. The Treasurer shall also make such transfers and alterations in the securities of the Corporation as may be ordered by the Board of Directors. In general, the Treasurer shall perform all the duties which are incident to the office of Treasurer, subject to the control of the Board of Directors, and shall perform such additional duties as may be prescribed from time to time by the Board of Directors or the President. The Treasurer shall give bond only if required by

the Board of Directors. The Board of Directors may appoint an Assistant Treasurer to perform the duties of the Treasurer during any absence or disability of the Treasurer.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election to that office.

ARTICLE SIX COMMITTEES

6.1 General. The Board of Directors may designate one or more committees as it deems appropriate. The duties of any such committees shall be as prescribed by the Board of Directors. Each such committee shall consist of two (2) or more persons appointed by the Chairman of the Board of Directors. A committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board of Directors. A majority of the members of any such committee that is authorized by the Board of Directors to exercise the authority of the Board of Directors, in whole or in part, shall be composed of Directors. The Board of Directors shall appoint a chairman for each committee to preside at all meetings of the committee and to perform such other duties as may be assigned to him or her by the Board of Directors.

6.2 Chairman as Member of Committees. The Chairman of the Board of Directors shall serve as an ex-officio and non-voting member of each standing and ad hoc committee, except as otherwise specified by the Board of Directors.

6.3 Quorum and Voting. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

6.4 Meetings and Notices. Meetings of a committee may be called by the President or the chairman of the committee. Each committee shall meet as often as is necessary to perform its duties. Notice may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meetings. Each committee shall keep minutes of its proceedings.

6.5 Resignations and Removals. Any committee member may resign at any time by giving notice to the chairman of the committee or the Secretary of the Corporation. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove any committee member at any time with or without cause.

6.6 Vacancies. A vacancy on a committee shall be filled for the unexpired portion of the term of the former occupant in the same manner in which an original appointment to such committee is made.

ARTICLE SEVEN AMENDMENTS

The Board of Directors, by a supermajority vote, shall have exclusive authority to alter, amend and repeal these Bylaws and to make and adopt new and other Bylaws, and the Members shall not be entitled to vote thereon. As used herein the term "supermajority vote" shall mean more than two-thirds (2/3) of the votes eligible to be cast in person or by proxy with respect to the particular matter.

ARTICLE EIGHT INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

The Corporation shall indemnify Directors, officers, employees, and agents of the Corporation to the fullest extent required by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended, and may indemnify such persons to the fullest extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as amended, subject in each case to restrictions, if any, in the Corporation's Articles of Incorporation. The Corporation shall have the power to purchase and maintain at its cost and expense insurance on behalf of such persons to the fullest extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act, as amended.

ARTICLE NINE GENERAL PROVISIONS

9.1 Fiscal Year. The fiscal year of the Corporation shall end on September 30 of each year, unless otherwise fixed by resolution of the Board of Directors. At the end of each fiscal year a certified audit or review shall be performed regarding all financial transactions of the Corporation.

9.2 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Board of Directors and committees.

9.3 Inspection of Books and Records. The Corporation's books and records shall be open to inspection of the Directors upon reasonable request, and as provided by the Texas Non-Profit Corporation Act or other applicable law.

9.4 Annual Budget. The Board of Directors shall adopt an annual budget after considering a proposed budget submitted by the President to the Board of Directors, or if

so directed by the Board of Directors, by an appointed committee, and shall provide a copy of the adopted budget to each Member.

9.5 Seal. The Board of Directors may, but need not, adopt a corporate seal to be in such form and to be used in such manner as the Board of Directors shall direct.

9.6 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.7 Contracts. The Board of Directors may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation.

9.8 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may from time to time select.

9.9. Telephone Meetings. The members, Directors and committee members may participate in and act at any meeting through use of a conference telephone or other communication equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting by such means shall constitute attendance and presence in person at the meeting, except where a person participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

9.10 Action Without a Meeting. Any action required or which may be taken at a meeting of the Members, Board of Directors or any committee may be taken without a meeting, if a consent in writing, setting forth the action to be taken, shall be signed by all Members or then serving Directors or committee members, as the case may be. A telegram, telex, cablegram, or similar transmission by a Member, a Director or a committee member, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member, a Director or a committee member, shall be regarded as signed by the Member, the Director or the committee member for purposes of this Section.

9.11 Prohibition Against Loans. The Corporation is prohibited from making any loan to any Director or officer of the Corporation.

9.12 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible: (a) the remainder of these bylaws shall be considered valid and operative, and (b) effect shall be given to the intent manifested by the portion held invalid and inoperative.

9.13 Headings. The headings are for organization, convenience and clarity. In interpreting these Bylaws, they shall be subordinated in importance to the other written material.

9.14 Relation to Articles of Incorporation. These Bylaws are subject to, and governed by, the Articles of Incorporation of the Corporation.

The above and foregoing Bylaws of **PORTS-TO-PLAINS TRADE CORRIDOR COALITION** were unanimously adopted by all of the Directors by written consent.

**PORTS-TO-PLAINS
TRADE CORRIDOR COALITION**

By: Tommy Gonzalez
Tommy Gonzalez, President

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