

The Commissioners' Court of Tom Green County, Texas, met in Regular Session March 6, 2001, in the Edd B. Keyes Building, with the following members present:

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

Judge Brown called the meeting to order at 9:33 AM. The Pledge of Allegiance was recited and Commissioner Bookter gave the invocation.

Commissioner Friend moved to accept the Consent Agenda as presented:

- A. The approval of the Minutes from the Regular Session, February 27, 2001
- B. Approved to pay the bills in the Minutes of Accounts Allowable in the amount of \$214,119.47 and approved the Purchase Orders in the amount of \$40,312.21.
- C. Accepted the Personnel Actions as presented and recorded with these minutes.
- D. Approved request by Concho Rural Water Corporation to install a 2" water line in county right-of-way and bore under Cactus Lane, as recorded with these minutes.

Motion was seconded by Commissioner Weeks and all voted in favor.

Herb Straach-Templeton Construction gave an update on the New Tom Green County Justice Center stating that there was still a problem with the smoke purge and Brazos Masonry would be back to finish the stone work and then Strickland (Weeks) will finish up the steps. The base lines for Phase III have been laid out, so the plumbers and the electricians can begin their underground work. The Roy K. Robb roof is being negotiated with the installers. The 12 barricades, purchased by Reece Albert, will be moved by the 15th of March. No action was taken.

John Mark McLaughlin presented notice of intent to issue not more than \$30,000.00 in bonds by Shannon Health System, to be issued around March 11th, 2001, and this will be recorded with the minutes in the County Clerk's Office.

Judge Brown moved to accept the Tom Green County Historical Commission's Annual Report for 2000 as presented by Ms. Golda Foster and recorded with these minutes as a matter of record. Motion was seconded by Commissioner Easingwood and all voted in favor of the motion.

Ms. Foster, on behalf of the Tom Green County Historical Commission, extended an early birthday greeting to the Court and to Tom Green County since March 13th, 1874 is the official day in which Tom Green County was created and April 6th, 1875 is the anniversary of the first meeting of the Commissioners' Court of Tom Green County.

Keith Davis presented an amended contract with the architects for the Tom Green County Library Expansion project and explained the changes in paragraph 2.5 regarding the Fund Development Phase as a clarification. Art Goetz, of the City, and Thomas Truett met regarding the items set forth in the Robert's proposal and they will be submitting a letter to the County in short order.

Charles Hughes addressed the Court regarding the history of bequest of his Uncle, the late Duwain E. Hughes, Jr., in the 1960's and the events leading up to the proposed library expansion that is being considered.

Judge Brown moved to approve the Contract with McLaughlin & Torres Architect, LLP, for the design of the Tom Green County Library expansion project. Motion was seconded by Commissioner Bookter and all voted in favor.

Judge Brown passed the Tax Abatement request from Rancher's Lamb of Texas, Inc., due to the absence of A.H. "Chico" Denis, III.

Commissioner Weeks moved to accept the Sheriff's Department recommendation to use Bureau of Justice Administration Grant Funds, available through the Houston/Galveston area Council of Government, to be used for the upgrade and replacement of Law Enforcement Radio Equipment and to authorize Judge Brown the authority to sign on behalf of the County. Motion was seconded by Commissioner Easingwood and all voted in favor. The proposal of equipment to be purchased is recorded with these minutes as presented by Deputy Stuart Dickson.

Commissioner Friend said the RFQ 01-04 Crack Seal Bid was not ready to be awarded at this time and should be passed until a later date.

Judge Brown moved to accept the interim arbitrage rebate analysis as presented by Stanley Liles, Auditor.
Motion was seconded by Commissioner Friend and all voted in favor. Recorded with these minutes as a matter of record.

Upon the recommendation of the County Insurance Committee, Commissioner Weeks moved to approve hiring Don Gray of Gray and Company, L.L.C. as a consultant for the Tom Green County Health Benefits and allow the Insurance Committee to work with Mr. Gray on a complete proposal work up, handling all questions and answers with vendors, analysis, contract and TPA review at a maximum cost of \$12,000.00, to be taken from the insurance fund. Motion was seconded by Commissioner Friend. Commissioner Easingwood stated that after the Insurance Committee brings back their recommendations to the Court, that the insurance may not be what the employees want to see, but it will be what the Court can afford. All voted in favor of the motion.

Commissioner Bookter moved to correct the spelling of Leher Road, located in Precinct #2, to L-e-h-r instead of L-e-h-e-r and to send the appropriate papers to the 911 Co-ordinator so corrections can be made on maps and road signs. Motion was seconded by Judge Brown and all voted in favor of the motion.

Stanley Liles, auditor, presented an analysis of projected expenditures based on cost analysis and projected income that might come out of the Contingency fund. No action was taken, but Mr. Liles will continue to monitor the increased cost of utilities, etc. and present monthly updates to the Commissioners.

Future Agenda Items:

1. Tom Green County Library Expansion Project.
2. Consider Ranchers Lamb tax abatement extension
3. Possible sale of land in the Orient area obtained through Tax Foreclosure sale
4. City of San Angelo to lay pipeline, crossing Grape Creek Road

Announcements:

1. Standard Times article helpful in a lead to Crime Stoppers that led to subsequent arrest of juvenile implicated in theft of County road signs.
2. Commissioners' will be riding on a float in San Angelo Stock Show Parade, Friday , March 9, 2001.
3. Commissioners' Court meeting to be held, Tuesday, March 13th, 2001 is cancelled.

Meeting was adjourned at 11:10 AM.

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

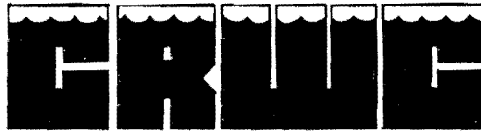
Presented March 6, 2001

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

NAME	DEPARTMENT	ACTION	EFF. DATE	GRADE & STEP	SALARY
Griffin, Gary W.	Sheriff	New Hire	03/10/01	12/1	\$ 666.25 S/M
Baker, Laurie T.	Sheriff	Promotion	03/10/01	13/1	\$ 700.08 S/M

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

NAME	DEPARTMENT	ACTION	EFF. DATE	GRADE & STEP	SALARY
Alexander, Gregory C.	Sheriff	Resignation	03/09/01	13/2	\$ 717.50 S/M
Carney, Brandy N.	Juv.Probation	Resignation	03/15/01	N/A	\$ 988.42 S/M
Vargas, Antonio	Juv.Detention	Resignation	03/09/01	N/A	\$ 792.00 S/M
Braly, Belinda F.	CSCD (255)	Prom/Status Chg.	03/01/01	N/A	\$ 717.88 S/M
Martinez, Elizabeth E.	CSCD (218)	Promotion	03/01/01	N/A	\$ 765.75 S/M
Tucker, William M.	CSCD (218/271)	Split Funding	02/20/01	N/A	\$7.00/8.30/HR
Valles, Erlinda T.	CSCD (218)	Salary Inc.	03/15/01	N/A	\$1303.29 S/M
O'Sullivan, Helen M.	CSCD (282)	Resignation	03/15/01	N/A	\$1125.75 S/M
Pennington, Roger D.	CSCD (255)	Resignation	03/01/01	N/A	\$ 743.58 S/M



CONCHO RURAL WATER CORP.

Fax: (915) 658-2962

8174 Hwy. 87 N., SAN ANGELO, TEXAS 76901

Home: (915) 465-4692

OFFICE: (915) 658-2961

February 9, 2001

Commissioners Court
Tom Green County
Jodie Weeks Pct #3

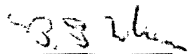
Dear Mr. Weeks:

Concho Rural Water Corp. hereby request permission to install a two inch water line along the right of way of Cactus Lane Rd. approximately 200 feet on the north side. The water line will enter the ROW at the intersection of Delong Rd. and Cactas Lane Rd. A Road Bore will need to be made from the south side of Cactus Lane Rd. to the north side of the street.

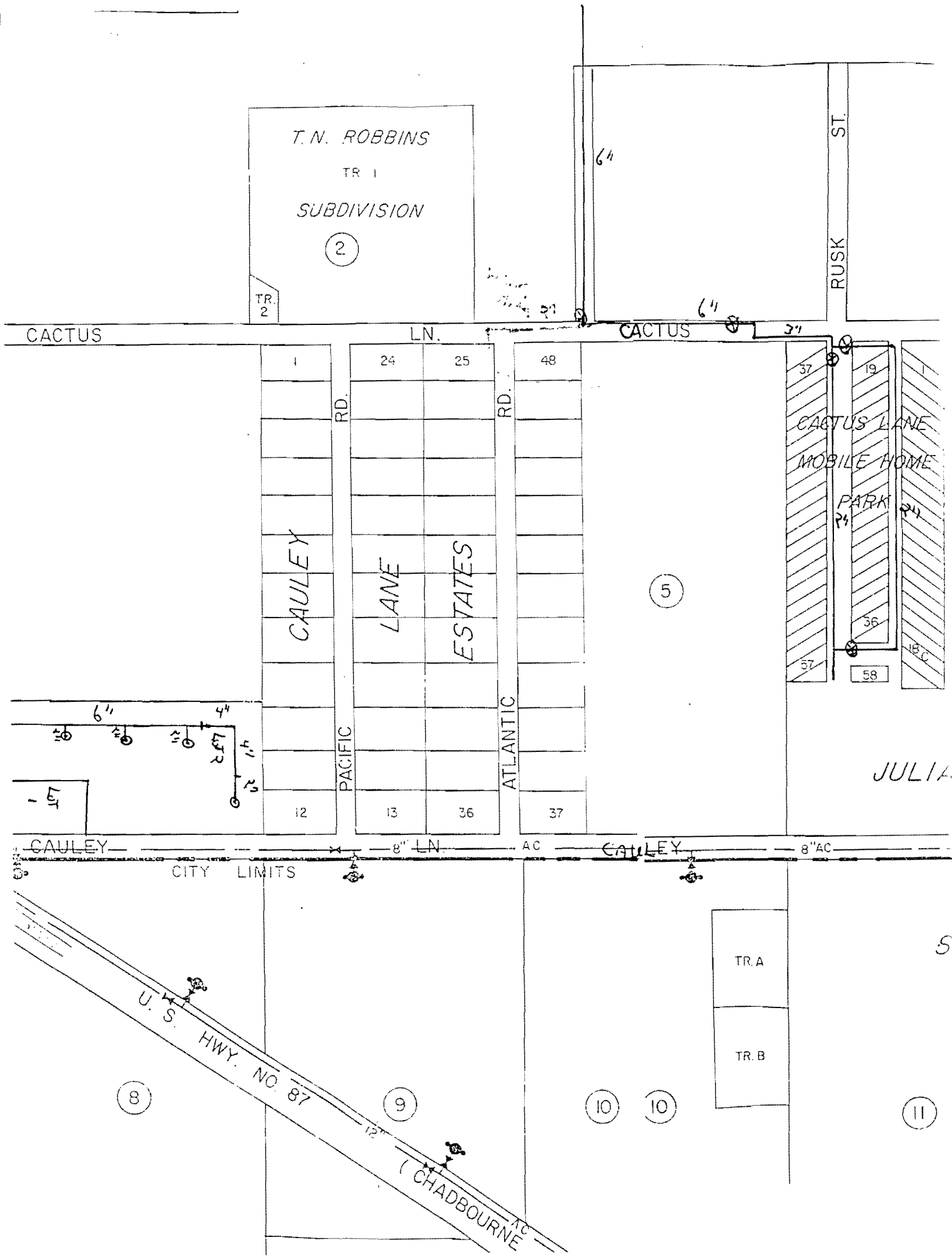
Concho Rural Water Corp. is a Public Utility and holds a CCN which is a Certificate of Convenience and Necessity to provide water service to rural people of Tom Green County. This CCN has been in force since April 1981.

Concho Rural Water Corp. understands that all County requirements must be conformed too.

Respectfully yours,



B. F. Wiese
C. R. W. C.



NOTICE TO THE COMMISSIONERS COURT OF
TOM GREEN COUNTY, TEXAS,
OF INTENT TO ISSUE BONDS AND
PROVIDING CERTAIN INFORMATION RELATING THERETO

TO: THE COMMISSIONERS COURT OF TOM GREEN COUNTY, TEXAS:

TOM GREEN COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION (the "Issuer"), in accordance with the provisions of Section 221.062 of Chapter 221 of the Texas Health and Safety Code, as amended (the "Act"), hereby submits the following information to the Commissioners Court of Tom Green County, Texas:

1. The Issuer proposes to issue not more than \$30,000,000 in aggregate principal amount of its Hospital Revenue Bonds (Shannon Health System Project) Series 2001 (the "Bonds") in an amount that will provide the funds, after payment of certain costs relating to the issuance of the Bonds, sufficient to pay the costs of financing and refinancing certain health facilities including the financing of acquisition, construction, renovation, furnishing and equipping of the health facilities described as the "Project" in Attachment A hereto.
2. The issuance of such Bonds is expected to be authorized by the Issuer on or about March 15, 2001. The delivery of the Bonds is planned to take place on or about April 11, 2001.
3. Shannon Health System (the "System") and/or Shannon Medical Center (the "Medical Center"), each a Texas non-profit corporation are the proposed users of the health facilities. The proposed acquisition, construction, renovation, furnishing and equipping is necessary to the continued provision of high quality health care by the System and/or the Medical Center.
4. This notice is given in and is intended to constitute compliance with the requirements of Section 221.062 of the Act.

This Notice of Intent to Issue Bonds is given and delivered pursuant to official action taken by the Board of Directors of the Issuer on January 10, 2001.

TOM GREEN COUNTY HEALTH FACILITIES
DEVELOPMENT CORPORATION

By: Jack Gafa, VP
Authorized Officer

01 MAR -5 PM 5:34
ELIZABETH GALL
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

DESCRIPTION OF HEALTH FACILITIES

PROJECT

The Project includes the following: the refinancing, renovation, remodeling and equipping of the following health facilities: (i) Shannon Medical Center, Memorial Campus, 120 E. Harris, San Angelo, Texas; (ii) Shannon Medical Center, St. John's Campus, 2018 Pulliam, San Angelo, Texas; (iii) Shannon Clinic, 120 E. Beauregard, San Angelo, Texas; (iv) Medical Plaza Building, 102 N. Magdalen, San Angelo, Texas; (v) Shannon MRI Center, 3301 S. Bryant, San Angelo, Texas; (vi) Women's and Children's Hospital, 201 E. Harris, San Angelo, Texas; (vii) Shannon Business Office Center, 206 N. Main Street, San Angelo, Texas; (viii) Shannon Health System Office 127 E. Beauregard, San Angelo, Texas; (ix) Shannon Medical Office Building, 3301 S. Bryant, San Angelo, Texas; (x) Dermatology Building, 215 E. College Avenue, San Angelo, Texas; (xi) Shannon Medical Office Building, 3016 Vista Del Arroyo, San Angelo, Texas; (xii) St. John's Campus - Medical Office Building, 2030 Pulliam, San Angelo, Texas; (xiii) Shannon Medical Office Building, 2239 N. Bryant Blvd., San Angelo, Texas; (xiv) SMC Materials Management, 115 Woodrow, San Angelo, Texas; (xv) Shannon Medical Office Building, 4208 S. College Hills Blvd., San Angelo, Texas; (xvi) SMC Human Resources, 126 E. College Avenue, San Angelo, Texas; (xvii) SMC Southwest Clubhouse, 4141 South College Hills Blvd., San Angelo, Texas; (xviii) Shannon Pharmacy, 119 E. Beauregard, San Angelo, Texas; and (xix) the construction of a medical office building to be located at one of the following locations, the construction of which may or may not include the demolition of buildings or structures currently located on the property: (a) 120 E. Beauregard, San Angelo, Texas, (b) 127 E. Beauregard, San Angelo, Texas, (c) 102 N. Magdalen, San Angelo, Texas, (d) 3301 S. Bryant, San Angelo, Texas, (e) 3016 Vista Del Arroyo, San Angelo, Texas, (f) 2239 N. Bryant Blvd., San Angelo, Texas, (g) 4208 S. College Hills Blvd., San Angelo, Texas, (h) the property bound on the north and northwest by the eastbound frontage road of Houston Harte Freeway (US 67) and on the south by Sherwood Way and on the east by a 100 foot strip of land owned by the City of San Angelo, in San Angelo, Texas, and (i) the property bound on the north and northwest by Drexel Drive, on the southwest by FM 2288 (Southland Blvd.) on the southeast by the frontage road of Houston Harte Freeway (as it runs parallel and alongside Sherwood Way) and on the northeast by Hunters Glen Road, in San Angelo, Texas (collectively, the "Project").

TOM GREEN COUNTY HISTORICAL COMMISSION

P.O. BOX 1625 SAN ANGELO, TX 76902

ANNUAL REPORT FOR 2000

This report of the Tom Green County Historical Commission is submitted in compliance with Texas Local Government Code, Chapter 318. It is intended to provide information about the work of the Commission to: (1) the Texas Historical Commission, (2) the Tom Green County Commissioners Court, (3) the general public, and (4) current and future members of the Tom Green County Historical Commission.

In addition to a brief summary of 2000 activities, the report includes:

- the 2000 Commission member roster,
- the 2000 Receipts and Expenditures Statement,
- the FY2000 Budget
- a current inventory of the Official Texas Historical Markers in Tom Green County and the new Texas Historic Cemetery Designations.

SUMMARY OF 2000 ACTIVITIES

The Tom Green County Historical Commission held 10 regular monthly meetings at 7:00 p.m. on the second Tuesday of each month except in June. The December meeting was cancelled due to severe weather. Meetings were held in the Commissioners Court meeting room of the Judge Edd B. Keyes Building, 113 W. Beauregard Ave., San Angelo. No regular monthly meeting is held in June - our members participate at Fort Concho's Frontier Day.

The 19 appointed voting members and the associate members worked on a wide variety of preservation and research projects this year. **During 2000 a total of 8,476 volunteer man-hours were donated to the benefit of Tom Green County and the Commissioners Court. At a minimal rate of \$6.00 per hour, these hours are a bonus of \$50,856 for services the Court did not have to contract for.**

Officers for the 2000 term: Chairman – Golda M. Foster, Vice-Chairman – Edward P. Brininstool, Secretary – Barbara Ann Choate, and Treasurer – Jose L. Tweedy.

COMMITTEES & THEIR MEMBERS:

- ❖ HISTORICAL MARKERS: Jose L. Tweedy, Golda Foster, Jerry Ruiz, Wm. R. Birk, and Edward P. Brininstool
- ❖ HISTORIC CEMETERIES: Rose Duke, JoAn Earnest, Jose L. Tweedy, Golda Foster, Wm. R. Birk
- ❖ HERITAGE EDUCATION & SPECIAL EVENTS: JoAn Earnest, Mary Lou McBride, Golda Foster, Mary Simpson, Mary Sharp, Laurette Ernst, Ann Choate, Katharine Waring, Lucille Coleman, and Nonie Green.
- ❖ MILITARY SITES & VETERANS: Golda Foster, JoAn Earnest, Rose Duke, David M. Johnson
- ❖ COURTHOUSE HISTORY & PRESERVATION: Golda Foster, Edward P. Brininstool, Wm. Randolph Birk
- ❖ HISTORIC PHOTOGRAPHS: Golda Foster, Rose Duke, JoAn Earnest
- ❖ TxDOT LOCAL PROJECTS: Golda Foster, County Commissioner Pct. 4 – Richard Easingwood, Jr.

COMMITTEE PROJECTS



Official Texas Historic Cemetery Designation: Five Tom Green County cemeteries have received the *Historic Cemetery Designation* from the Texas Historical Commission. During 2000, the THC established an official medallion for placement on recorded Official Texas Historic Cemeteries. Applications for the medallions were submitted for the Knickerbocker Community Cemetery, the Knickerbocker Catholic Cemetery, the County Line Cemetery, Calvary Catholic Cemetery, and Fairmount Cemetery. These medallions

will be unveiled and dedicated during the spring of 2001. During 2001, the Commission will work on preparing applications for the Ben Ficklin Cemetery.



Texas Historical Markers: The Johnson Street Church of Christ marker was officially dedicated. A large delegation of TGCHC members and TGC officials attended and participated in the ceremonies. Application work on the Tom Green County Courthouse historical marker is complete and is pending.

GOALS FOR 2001

A permanent office for the Commission is imperative. Our records collections are scattered among Commission members and are generally inaccessible to the public. An office would provide archival grade preservation of documents, maps, photographs, and research papers. A central archive would make our valuable research more immediately accessible to the public, students, teachers, elected officials, and other researchers.

- Dedication of a Texas Historical Marker honoring the TGC Courthouse.
- Dedication of a Texas Historic Cemetery medallion for Ben Ficklin Cemetery.
- Application for a Texas Historic Grave Marker for Francis Corbett Taylor, "Father of Tom Green County", organizing & first elected county judge, and business partner of Major Benjamin Ficklin.
- Send delegation to THC Annual Historic Preservation Conference in Austin, April 19-21.
- The **continued financial and moral support of the Commissioners Court** will be a key factor in the success of these endeavors.

MEMBERSHIP HONOR ROLL

At the conclusion of 2000, the appointed members of the Tom Green County Historical Commission had completed a grand **total of 281 years of member-service** to the county. These unpaid volunteers have faithfully worked to preserve, protect and promote the historical resources of Tom Green County. We proudly recognize these members for their service:

32 Years - Mildred Moreland
16 Years - Laurette Ernst, Golda M. Foster, Katharine T. Waring
15 Years - Howard Coleman, Lucille Coleman, Rose Duke, JoAn Earnest, Lenora 'Nonie' Green, Stella Opal Karr, Margaret S. Mallard
13 Years - Ann Choate, Mary Lou McBride
10 Years - Mary T. Simpson (died Sept. 1, 2000)
9 Years - Edward P. Brininstool, David M. Johnson, Jose L. Tweedy
8 Years - William Randolph Birk, Fay Johnson, Frances Keyes
4 Years - John W. Caldwell Jr.
3 Years - Jerry Ruiz
2 Years - Mary Sharp
Associate Members: Mrs. Ollie Joyce Eaton (new); Marilda Horton Johnson

During the past eleven years, the Tom Green County Historical Commission has received the Texas Historical Commission's highest honor, The Distinguished Service Award, for work in 1989, 1990, 1991, 1992, 1993, 1994, 1995, and 1998.

Respectfully submitted by,

January 29, 2001


Golda M. Foster, Chairman 1999-2000

TOM GREEN COUNTY HISTORICAL COMMISSION
Voting Member Roster - 2000

NAME	ADDRESS	CITY / ZIP	PHONE / EMAIL
William Randolph Birk	307 S. Jefferson St.	SA 76901	653-7950
Edward P. Brininstool	10645 Spring Valley Ln.	SA 76904	944-9301
John W. Caldwell, Jr.	219 S. Washington St.	SA 76901	655-3263
Barbara Ann Choate	725 E. Harris Ave.	SA 76903	653-1628 achoate@wcc.net
Lucille Coleman	207 Glenmore St.	SA 76903	651-4484
Rose Duke	611 Preusser St. #B	SA 76903	653-9066
JoAn Earnest	P.O. 62032	SA 76906	651-9506
Laurette Ernst	213 Lowrie St.	SA 76905	653-5888
Golda M. Foster	1115 N. Van Buren St.	SA 76901	655-1380 goga48@hotmail.com
David M. Johnson	2102 W. Twohig #B	SA 76901	947-2034
Fay Johnson	PO Box 663	SA 76902	655-3264
Stella Opal Karr	5332 Pacific Rd	SA 76903	658-5469
Margaret Mallard	2174 Sul Ross Ave.	SA 76904	949-4880
Mildred Moreland	1321 S. Jackson St.	SA 76901	655-8445
Jerry Ruiz	227 W. 11th St.	SA 76903	659-1139
**Mary T. Simpson	PO Box 3901	SA 76902	653-3729 (died in 2000)
Jose L. Tweedy	914 S. Park St.	SA 76901	653-9484 JoseTweedy@aol.com
Katharine T. Waring	914 S. Park St.	SA 76901	653-9484 Kate102@aol.com

ASSOCIATE MEMBERS

Howard Coleman	207 Glenmore St.	SA 76903	651-4484
Nonie Green	2401 Colorado Ave.	SA 76901	949-2920
Marilda Horton Johnson	2102 W. Twohig #B	SA 76901	947-2034
Frances F. Keyes	405 Rio Concho Dr., #104	SA 76903	653-1196
Mary Lou McBride	PO Box 66 Water Valley	76958	484-3346
Mary Sharp	PO Box 546 Carlsbad	76934	465-4340
Mrs. Ollie Joyce Eaton	102 LaSalle	SA 76903	

**Tom Green County Historical Commission
Receipt – Expense Statement
Calendar Yr 2000**

Receipts

TGC FY 2000 Budget Allocation	\$3,500.00
1999 TGCHC Booth Proceed Balance	\$ 934.44
Proceeds from Community Booth Events-2001	\$ 752.25
Donations / Memorials	\$ 15.00
Interest Earned	<u>\$ 175.79</u>
TOTAL RECEIPTS	\$5,377.48

Expenditures

Annual THC Conference Travel/Fees (4)	\$1,683.51
Dues - Preservation Organizations	\$ 75.00
Office Supplies / P.O. Box Rent	\$ 200.75
Memorials	\$ 92.95
Merchandise for Resale	\$ 377.46
Committee Work	<u>\$ 30.57</u>
SUB-TOTAL:	\$2,460.24
Reserved Funds 2001: Markers/Cemeteries	\$1,917.24
Obligated Funds: Courthouse Marker	<u>\$1,000.00</u>
TOTAL EXPENSES:	\$5,377.48

**Tom Green County Historical Commission
Proposed Budget
FY 2001**

Receipts

TGC FY 2001 Budget Allocation	\$3,500.00	
FY2000 Funds Reserved for Courthouse Marker	\$1,000.00	
FY2000 TGCHC Booth Proceed Balance	\$ 700.00	
Proceeds from Community Booth Events-2001	\$ 750.00	
Donations / Memorials	\$ 50.00	
PROJECTED RECEIPTS		\$6,000.00

Expenditures

Annual THC Conference Travel/Fees (4)	\$1,800.00	
Booth Fees - Community Events	\$ 75.00	
Dues - Preservation Organizations	\$ 100.00	
Office Supplies / P.O. Box Rent	\$ 300.00	
Long Distance Telephone	\$ 100.00	
Meeting Expenses - Awards	\$ 100.00	
Memorials	\$ 125.00	
Merchandise for Resale	\$ 500.00	
Committee Work -		
Historical Markers	\$1,450.00	
Marker Dedication Programs	\$ 100.00	
Historic Cemetery Designations	\$ 150.00	
Veterans / Cemetery History	\$ 300.00	
Local Community History Programs	\$ 200.00	
Historic Photographic Work	\$ 300.00	
Courthouse Preservation / History	\$ 100.00	
Special Projects - Contingency	\$ 300.00	
PROJECTED EXPENSES:		\$6,000.00

OFFICIAL TEXAS HISTORICAL MARKERS IN TOM GREEN COUNTY

(All in San Angelo unless noted)

YR	MARKER TITLE	ADDRESS / DIRECTIONS	CODE	DESIG
1936	SITE OF BEN FICKLIN	Old Ben Ficklin Rd / S Loop 306	ML	
1936	JOHN INGRAM	Fairmount Cemetery, 1115 W Ave N	RG	
1936	TOM GREEN COUNTY	Ben Ficklin Cemetery / Loop 306 W	CO	
1956	DANIEL MILLAR	Fairmount Cemetery, 1115 W Ave N	ML	
1964	MAJOR BEN FICKLIN, CSA	Ben Ficklin Cemetery / Loop 306 W	ML	
1963	CONFEDERATE GENERAL TOM GREEN	S. Courthouse Lawn, 112 W Beauregard	ML	
1967	EMMANUEL EPISCOPAL CHURCH	Corner W Harris at Randolph St	CH	RTHL
1968	THE BISMARCK FARM	3590 Country Club Rd /private / off road 3/4 mile	FM	
1968	CORNICK BUNGALOWS	902 N Main / Baptist Memorial Hospital entrance	HO	
1968	HOME SITE OF MRS ROBERT MASSIE	815 S Abe at Washington Dr	ED	
1968	CHARLES B. METCALFE	E. Courthouse Lawn, 112 W Beauregard	OF	
1969	EARLY CITY SCHOOL	102 N Magdalen (now Shannon Regional Med Ctr)	ED	
1970	FORT CONCHO	S Oakes at E Ave D (facing Oakes St)	FT	NHL
1970	JOHN R. "SARGE" NASWORTHY	6-mi SW/ FM 584- NW Nasworthy Bridge	PI	
1972	FIRST UNITED METHODIST CHURCH	37 E Beauregard	CH	
1972	ORIGINAL TOM GREEN COUNTY	S. Courthouse Lawn, 112 W Beauregard	CO	NRHP
1973	BEN FICKLIN CEMETERY	5-mi S Bryant / Frontage Rd/ Loop 306 W	GY	
1973	CHRISTOVAL	Anson Clubhouse, Main St. in Christoval, TX	SM	
1973	MULLINS CEMETERY	Local Rd, NE of FM 380 / Veribest, TX	GY	
1973	JOHN YELLOT RUST	14 W Twohig Ave	CS	
1974	SHEEP & GOAT INDUSTRY IN TEXAS	3-mi NW US 87/ A&M Research Ctr, Carlsbad, TX	AN	
1978	MAIER HOUSE	Orig at 437 W Twohig / relocated to Arden, TX	CW	
1981	SCHWARTZ & RAAS / SA NATL BANK	20-26 E Concho Ave	BK	RTHL
1983	KNICKERBOCKER	FM 2335, Community Church, Knickerbocker, TX	SM	
1984	FIRST BAPTIST CHURCH	37 E Harris Ave	CH	
1984	SAN ANGELO STANDARD	34 W Harris Ave	NW	
1984	SACRED HEART CATHOLIC CHURCH	E Beauregard at S. Oakes	CH	
1985	ECKERT HOUSE	503 Koberlin	LL	NRHP
1986	FIRST PRESBYTERIAN CHURCH	32 N Irving	CH	
1986	ST JOHN'S HOSPITAL	2018 Pulliam	HO	
1987	THE TENTH CAVALRY	Fort Concho, S Oakes at E Ave D	ML	
1989	CHRISTOVAL BAPTIST CHURCH	4617 Church St, Christoval, TX	CH	
1990	FRED BECK HOMESTEAD	1231 Culberson	HO	RTHL
1990	MUNICIPAL SWIMMING POOL	18 E Ave A	ED	RTHL
1992	KNICKERBOCKER SCHOOLS	FM 2335, Community Ctr. / P.O., Knickerbocker, TX	ED	
1994	FAIRMOUNT CEMETERY	1115 W Ave N	GY	
1997	McKNIGHT STATE TUBERCULOSIS HOSP	12.2 Mi. NW, US 87 North, Carlsbad, TX	HO	
1998	WORLD WAR I PEACE MEMORIAL	US 87 North, Water Valley Cemetery, W.V., TX	MI	
1999	CHRISTOVAL UNITED METHODIST CHURCH	4715 McKee St., Christoval, TX	CH	
1999	GUADALUPE ELEMENTARY SCHOOL	1100 N. Martin Luther King	ED	
2000	JOHNSON ST. CHURCH OF CHRIST	2200 Johnson St.	CH	

THC HISTORIC BUILDING MEDALLIONS:

1962	ADMIN BLDG, FORT CONCHO	FORT CONCHO	FT	R0090
1962	CHAPEL & SCHOOLHOUSE	E AVE D / FORT CONCHO	ED	R0091
1962	ENL MEN'S BARRACKS #5	BURGESS & E AVE C / FORT CONCHO	ML	R0092
1962	ENL MEN'S BARRACKS #6	E AVE C / FORT CONCHO	ML	R0093
1962	OFFICERS QUARTERS #2	E AVE D / FORT CONCHO	FT	R0094
1962	OFFICERS QUARTERS #8	E AVE D / FORT CONCHO	FT	R0095
1963	OFFICERS QUARTERS #4	E AVE D / FORT CONCHO	FT	R0762
1961	NATL HISTORIC LANDMARK PLAQUE	ORIGINALLY ON HDQTR BLDG missing		

OFFICIAL TEXAS HISTORIC CEMETERY

1998	FAIRMOUNT CEMETERY	1115 W. AVE. N, SAN ANGELO	HCD
1998	COUNTYLINE CEMETERY	GUINN RD., KNICKERBOCKER	HCD
1998	CALVARY CATHOLIC CEMETERY	W. AVE. N, SAN ANGELO	HCD
1999	KNICKERBOCKER COMMUNITY CEMETERY	FM 2335, 1.0 miles S of Knickerbocker P.O.	HCD
1999	KNICKERBOCKER CATHOLIC CEMETERY	FM 2335, 1.2 miles S of Knickerbocker P.O.	HCD

AGREEMENT BETWEEN OWNER AND ARCHITECT
REGARDING TOM GREEN COUNTY LIBRARY

This contract, hereinafter referred to as the "Contract," by and between the Owner TOM GREEN COUNTY, a political and legal subdivision of the State of Texas with its general offices located at 112 West Beauregard, San Angelo, Texas 76903, (hereinafter referred to as "County"), and MCLAUGHLIN AND TORRES ARCHITECT, LLP, whose offices are located at 27 West Beauregard, San Angelo, Tom Green County, Texas 76903, (hereinafter referred to as the "Architect"), is made and entered into as of the 6th day of March 2001.

W I T N E S S E T H

WHEREAS, the County having reviewed the qualifications of the Architect, desires to contract with the Architect for Architectural and engineering services in connection with design and construction of the Project, the scope of which is more fully described in Section 1.1(d) below;

WHEREAS, Architect has agreed to provide such professional services for the compensation provided herein;

NOW, THEREFORE, County and Architect, in consideration of the terms, covenants, and conditions herein contained, do hereby contract as follows:

ARTICLE 1

Definitions

- 1.1 (a) Architect - means McLaughlin and Torres Architect, LLP and their engineers and consultants.
- (b) County's Representative - means the individual appointed and designated by the Tom Green County Commissioners Court to facilitate and coordinate Project issues.
- (c) Day - means the calendar day unless otherwise specifically designated.
- (d) Project - means the total design and construction administration of the additions, conversions, renovation, alterations and expansion of the Tom Green County Library located at 113 West Beauregard, San Angelo, Tom Green County, Texas, as described in greater detail in Exhibit

1 attached hereto and incorporated herein by reference.

- (e) Contractor - means a firm or individual performing the construction work who has a contractual agreement directly with the County.
- (f) Bid Package - means a portion of the work to be bid by individual Contractor(s). It will be described by a detailed scope of work developed by the Architect.

ARTICLE II

Architect's Services and Responsibilities

2.1 Basic Services

2.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees, Architect's consultants, and Architect's engineers as enumerated and set forth within this Contract.

2.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work so as not to cause any delay in the design, review and approval, or construction of the Project. The Architect shall be responsible for insuring the Project is in compliance with applicable building codes and standards as well as applicable local, state and federal regulations and codes, local building code(s), and regulations as may be applicable to the Project.

2.1.3 The Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the County's review, obtaining funding and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect.

2.1.4 The Architect's Basic Services consist generally of the six phases described below, and to include the complete Architectural services and complete structural, HVAC, electrical, mechanical, including design and plumbing, engineering services, for the Project within the limits the County has or shall budget and in accordance with the standard of care required of other Architects on similar projects. This shall include but not be limited to Architect's employment of sufficient qualified personnel, engineers and consultants to fully and timely accomplish the services

promised and agreed to in this Contract. The County, if necessary, shall furnish a site survey showing property lines, topography, existing improvements, utilities and all other information needed for a complete site design.

2.1.5 Architect shall perform its professional services agreed hereunder in a manner satisfactory and acceptable to the County, in keeping with the professional standard of care provided by Architects in similar projects. Architect's Working Drawings and specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project water, sewer, gas, electrical and storm drainage lines into adjacent existing lines and facilities, including coordination and approvals required by the City of San Angelo (if any). Information on existing utilities shall be provided by County to Architect. County shall perform and be responsible for all zoning requirements (if any) and shall provide the Architect all information it may have relating to such requirements.

2.1.6 Architect's Working Drawings and Specifications for the Project which shall be represented by the Bid Documents shall meet applicable federal, state, and local standards, codes and specifications in effect at the time construction has been permitted (if applicable) and completed. The Architect shall endeavor to secure all applicable governmental approvals, except that no waiver shall be requested of any code, standard or specifications by Architect without the prior written consent of the Commissioners Court.

2.1.7 Architect's Basic Services shall be in accordance with the following schedule except as adjusted for approved extensions in writing. Architect shall not be penalized for delays in this schedule beyond his control or delays occasioned by action or inaction of County.

Project Performance Schedule

Calendar Days

21	Pre-Architectural Programming
40	Schematic Design Phases - Define Priorities and Prepare Schematic Design studies.
60	Design Development Phase
	Fund Development Phase

75	Construction Document Phase
30	Bidding Phase
150	Construction Phase

The time schedule for the completion of the architect services as set forth within the Project Performance Schedule shall commence upon the issuance of a written notice to proceed for each phase by the County.

2.2 Pre-Architectural Programming Phase

2.2.1 Architect shall develop a detailed functional/space program. This service will be provided by means of interviews with key personnel and elected officials of Tom Green County.

2.2.2 Specific services/products to be provided in this phase -- all subject to approval by the County and shall include:

- (i) Space standards for typical space(s).
- (ii) Space program detailing space requirements for each space in the building.
- (iii) Service and loading requirements.
- (iv) Adjacency requirements.
- (v) Functional requirements for each space, including but not limited to requirements for lighting, acoustical characteristics, voice and data communications and special equipment requirements.

2.2.3 Architect will make recommendations to the County where a conflict may exist between the established project budget and the cost estimate. Said recommendations will provide for adjustments to enable construction of the facility within the budget and during the forecast period that the Project will be bid.

2.2.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Five percent (5%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

2.3 Schematic Design Phase

2.3.1 Architect shall consult with the County's Representative and the County to clarify the list of priorities for the Project and shall conform the Schematic Design to such requirements and priorities.

2.3.2 Architect shall prepare, for consideration of and approval by the County, the Schematic Design Studies, and submit three (3) copies of drawings and other documents which illustrate the scale and relationship of the project components within the time allotted under the agreed performance schedule, adjusted for approved time extensions.

2.3.3 Architect shall provide to the County a statement of probable construction cost based on the schematic design. Should the Architect's statement of probable construction cost exceed the Project budget or available funding, the Architect shall work with the County to make changes to bring the Project into the budget, and the Architect shall present the County with appropriate cost reduction options at completion of the schematic design phase for action by the County.

2.3.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Ten percent (10%) of the Basic Services fee shall be authorized for this phase of the work.

2.4 Design Development Phase

2.4.1 Architect shall prepare Design Development Documents based on the approved Schematic Design Documents to include adequate specifications for elements of the Project for consideration and approval by the County. Design Development Documents shall fix and describe the size, cross sections and character of the Project as to Architectural, structural, vertical transportation, mechanical, life safety, electrical, plumbing, and other systems, materials, and such other essentials as may be necessary and appropriate. The Design Development Phase shall be completed within the agreed performance schedule.

2.4.2 Architect shall submit three (3) complete sets of the proposed Design Development Documents to the County for review and approval by the County.

2.4.3 Architect shall submit outline specifications for all major elements of construction including but not limited to: Architectural, structural, HVAC, plumbing, mechanical, life safety

and electrical systems, computer systems, signage, vertical transportation and public address system.

2.4.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Twenty percent (20%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

2.5 Fund Development Phase

2.5.1 Architect acknowledges that the County shall seek from third sources (grants and private donations) the funds necessary for the construction and furnishing of the Project as described in Exhibit 1. The County shall in no event be responsible for providing the funds necessary for the construction and furnishing of the Project. In the event County is unable to obtain the total construction cost for this Project, Architect shall be entitled only to the fees and reimbursable expenses incurred through the Design Development Phase which in no event shall exceed \$20,825.00 plus reimbursable expenses.

2.6 Construction Documents Phase

2.6.1 Architect shall prepare from the approved Design Development Documents, for consideration and approval by the County, Working Drawings and Specifications which documents shall set forth in detail the requirements of the Project, including the necessary bidding information. The form of Contract between the County and the Contractor(s) shall be agreed upon by the Architect. Architect shall submit to the Texas Department of Licensing and Regulation a complete set of plans, specifications and documents necessary for that regulatory authority to ensure the County's full compliance with the Architectural Barrier Plans Review. The County and Architect acknowledge the existing facility may require a change or modification in the scope of work to ensure compliance with the appropriate regulatory authorities. Architect shall further submit such plans, specifications and documents to any other state agency or regulatory authority to ensure that the Project is in full compliance with the applicable laws, rules and regulations.

2.6.2 Architect shall prepare a written statement of probable construction cost based on the Construction Documents and submit the same to the County. Should the Architect's statement of probable construction cost exceed the Project budget or available funding, the Architect shall work with the County's Representative and make changes to bring the Project into budget, and the Architect shall present the County with the appropriate cost

reduction options prior to completion of the construction documents phase.

2.6.3 Architect shall submit at least three (3) complete sets of Proposed Construction Documents to the County for review and official approval prior to the advertisement of bids for the construction of the Project, and within the agreed performance schedule following approval of the Design Development Documents. Following approval, Architect shall provide to County at said time, the following items:

- (i) Reproducibles (Mylar film) of the Project Title Sheet, signed by Architect, with seal affixed.
- (ii) Three (3) unbound copies of approval specifications for use with the subsequent binding of the signed construction contracts.
- (iii) A complete set of reproducible drawings with seal affixed.

2.6.4 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Forty percent (40%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

2.7 Bidding Phase

2.7.1 Following County's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, Architect shall assist County in awarding construction contracts following legal public bid requirements. During the bid process, Architect shall assist County as follows:

- (i) Participate in the pre-bid conference, including on-site visits as required, to facilitate bidders understanding of the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
- (ii) Prepare required addenda to Contract Documents.
- (iii) Participate in pre-award conference when necessary.

2.7.2 Architect's assistance to the County shall include review and comment on the bids, and, if required by County, Architect shall assist it in a more detailed analysis of specific bids. Architect's reviews shall also consider the responsiveness of bids and their conformity with Bid Documents.

2.7.3 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Five percent (5%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

2.8 Construction Phase-Administration of the Construction Contract(s)

2.8.1 The Construction Phase will commence with the award of the construction contracts and will terminate sixty (60) days after acceptance by County of the Project as described herein. It is understood, however, that the Architect shall continue to assist the County in correction of defects in Project materials and workmanship, resolution by the Contractor(s) of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past the warranty period of the Contractor(s).

2.8.2 When requested by the County, Architect will render interpretations necessary for the proper execution or progress of the work with reasonable promptness as required by the demands of the Project.

2.8.3 Architect shall keep the County fully informed in writing of the progress of the Project, on a monthly basis, during the Construction Phase; and after issuance of the "work order" to proceed with the work, all of the County's instructions to the Contractor(s) will be issued through the Architect. Instructions which modify the drawings and specifications shall be issued by the Architect to the Contractor(s).

2.8.4 Architect shall provide, during construction, on-site construction observation, periodically visiting the site to the extent necessary to generally familiarize itself with the progress and quality of the work, and to determine if the work is proceeding in accordance with the Contract Documents. Architect shall not, however, be required to make continuous on-site inspections to check the work. Field Reports of each visit shall be prepared by Architect and submitted to County by the 10th of each month. The Architect shall submit a written report which shall constitute a representation by Architect to the County, based on observations at the site that to the best of the Architect's knowledge, information

and belief, the quality of the work is in accordance with the Contract Documents, (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Architect's report). Architect shall, upon request of the County, make oral presentations to the Commissioners Court to keep the Court fully informed of the status of the Project.

Architect shall employ all reasonable measures to safeguard County against defects and deficiencies in the work of the Contractor(s). Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will promptly inform the County's Representative, and County whenever defects and deficiencies in the work are observed, or when any observed actions or omissions are undertaken by the Contractor(s) which are not in the best interest of the County and the Project.

2.8.5 Architect shall have authority through the County's Representative to reject work which does not conform to the Contract Documents, it being understood that no such action will be taken without the prior consultation and approval with the County for such work rejection. No prior consultation shall be necessary by the Architect whenever in Architect's reasonable opinion failure to reject the work constitutes an immediate hazard to the Project or its workers. Architect shall make recommendations on all claims and disputes of County or Contractor(s) relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may reasonably be required. In the event of litigation, where Architect is named as an additional party with the County, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony.

2.8.6 Architect shall review shop drawings, samples and other submissions of the Contractor(s) for conformance with the design concept of the Project and with the information given in the Contract Documents. Within ten (10) days of receipt from Contractor(s), Architect shall notify the Contractor(s) of any exceptions, revisions, corrections or defects, so that appropriate action can be taken. Architect shall establish and implement procedures, for expediting the processing and review of these submissions without delay. Prompt review by Architect of submissions is of prime importance to County under the time constraints of the Project.

2.8.7 Architect shall prepare Change Orders to the construction contract, in six (6) copies, after review and approval by County. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders shall be submitted through the County's Representative for consideration prior to the submission to the County.

2.8.8 Architect shall determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by the Contractor(s) for submittal with the final Certificate for Payment, and shall prepare and present a final Certificate for Payment to the County for their approval and payment. In addition, Architect shall make a site visit of the Project at least thirty (30) days before expiration of the one (1) year Warranty contained in the Contractor(s) Performance Bond and shall submit a written report of such site visit to the County within five (5) days from the date of the visit.

2.8.9 Architect shall attend regularly scheduled progress meetings with the Contractor(s) at a site in Tom Green County. Minutes of these meetings shall be prepared by the Architect with copies submitted to all attendees and County.

2.8.10 Architect shall have authority, through the County, to recommend minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor(s) bid price or an extension of the Project schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written clarifications which interpret the Plans and specifications, with copies submitted to County's Representative.

2.8.11 Upon completion of the construction work, the Architect shall prepare and deliver to County a set of reproducible Record Construction Drawings and Record Construction specifications which conform to the marked-up prints, drawings and other data furnished to the Architect by the Contractor(s). This set of Record Construction Drawings and Record Construction specifications will show the reported location of the various project elements and significant changes made during the construction process and shall include the location of mechanical and electrical service lines and HVAC and outlets and of water, sewer, gas and storm drainage lines. The Architect cannot warrant the accuracy of the information set forth in the Record Construction Drawings and Record Construction

specifications due to the fact that said information is based upon unverified information provided by third parties. However, Architect represents that it will use its best efforts to verify the accuracy of the information during the construction phase.

2.8.12 Architect will submit each month a statement, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Twenty percent (20%) of the Architect's Basic Services fee shall be authorized for this phase of the work.

ARTICLE III

Construction Cost

3.1 The fixed limit of total Construction Cost for this Project is not more than Eight Hundred Fifty Thousand Dollars (\$850,000.00). The construction cost shall not include the compensation and payments to the Architect for architectural services. This amount is established as a condition of this Contract, and shall provide the basis for Architect's design decisions. Architect, in consultation with County's Representative, and County, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the fixed limit. With County approval, Architect may also include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit.

3.2 If the lower responsible bid or bids is within the fixed limit of total budgeted Construction Cost for the Project, or in the case that the Project is not bid, and the Architect's latest detailed estimate of Probable Construction Cost is still less than the fixed limit of total budgeted construction cost for the Project established as a condition of this Contract, County shall pay the Architect fees for Basic Services through the Bidding Phase in accordance with this Contract.

3.3 If the lower responsible bid exceeds its portion of the fixed limit total budgeted Construction Cost for the Project, and as a result thereof, or otherwise, the latest estimate of Probable Construction Cost exceeds such fixed limit of total budgeted construction cost for the Project established as a condition of this Contract, County at its option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase Architect's fee unless there has been a material change in scope of the Project, or (2) authorize rebidding within a

reasonable time, and cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (2), Architect, without additional charge, shall promptly modify the Drawings and Specifications as necessary to bring the Project cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by County. The providing of this service shall be the limit of Architect's responsibility in this regard, and having done so, Architect shall be entitled to the Architect fees through the Bidding Phase in accordance with this Contract.

ARTICLE IV

Reimbursable Expenses

4.1 Reimbursable Expenses are in addition to the compensation for Basic Services and include expenditures made by the Architect and the Architect's employees for the expenses listed in the following paragraphs:

- (a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;
- (b) Expense of renderings and models requested by the County in writing;
- (c) Reimbursable fees and expenses of special consultants, including library consultants, if approved in advance and in writing by the County;
- (d) Fees, permits and regulatory approval costs; and
- (e) Printing, postage and overnight delivery services.

4.2 Reimbursable expenses as described in paragraph 4.1 shall be reimbursed to the Architect by the County at a multiple of one point zero five (1.05) times the expense actually incurred and paid by the Architect, the Architect's employees, and consultants in the Project.

4.3 Payments for reimbursable expenses are due and payable thirty (30) days from the date the County receives the Architect's invoice and supporting documentation.

ARTICLE V

Compensation and Payments to the Architect

5.1 The construction costs shall be the total out-of-pocket cost to the Owner of all elements of the Project designed or specified by the Architect and approved by the County.

5.2 Construction costs does not include the compensation of the Architect and Architect's consultants, reimbursable expenses, the cost of land, financing or other costs which are the responsibility of the Owner.

5.3 The fee amount for compensation for the Architect's Basic Services as described in Article II is based on the scope of the Project described in Article I. Completion of the Project, and compensation for the Architect's Basic Services shall not exceed Fifty-nine Thousand Five Hundred Dollars (\$59,500.00) exclusive of reimbursable expenses.

5.4 Payments on account of the Architect's Basic Services shall be made monthly in proportion to the degree of completion of each phase of the work. On any phase of the work which takes less than one month to complete, the Architect may submit his invoice immediately and receive payment as authorized by law. Payment shall be made on percentages of the Basic Fee as follows:

Pre-Architectural Programming Phase	\$ 2,975.00	(5%)
Schematic Design Phase	\$ 5,950.00	(10%)
Design Development Phase	\$ 11,900.00	(20%)
Fund Development Phase	\$ 0	(0%)
Construction Documents Phase	\$ 23,800.00	(40%)
Bidding Phase	\$ 2,975.00	(5%)
Construction Phase	\$ 11,900.00	(20%)
TOTAL	\$ 59,500.00	(100%)

5.4.1 Architect has conducted a feasibility/design study for the County. The County paid Architect the sum of \$2,462.50 for the professional services rendered in the preparation of the feasibility study. Additionally, the Architect has and is currently conducting a code review of the existing library and areas to be renovated in conjunction with the library. The code review shall be submitted for approval by authorized representatives with the City of San Angelo. The requirements of the Architect as it relates to the code review are set forth within correspondence dated September 5, 2000. Architect's fee for the code review shall not exceed the sum of \$4,250.00 with Architect billing as of February 14, 2001, being \$2,634.89. It is agreed by the parties that the payments paid or to be paid to the Architect for the feasibility study and code review shall be in addition to the compensation for the Architect's basic services as set forth in paragraph 5.3.

5.5 Payment for authorized reimbursable expenses for Architect, as hereinabove referred to, shall be made following presentation, review and approval of the Architect's detailed invoice including supporting documentation in triplicate.

5.6 No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractor(s).

5.7 No addition shall be made to the Architect's compensation based upon project construction claims, whether paid by the County or denied.

5.8 If any work designed or specified by the Architect during any phase is abandoned or suspended by County, in whole or in part, Architect is to be paid for the services performed prior to receipt of written notice from the County of such abandonment or suspension.

5.9 Architect's invoices to County shall provide complete information and documentation to substantiate Architect's charges. Payments to the Architect shall be made on the basis of the invoices submitted by the Architect and approved by the County. Such invoices shall conform to the schedule of service and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by the County, Architect shall promptly comply with such request. In this regard, should the Commissioners Court determine it necessary, Architect shall make all records and books relating to this Contract available to the County or its representative for inspection and auditing purposes.

5.10 County reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Architect and to adjust the same to meet the requirements of the Contract. Following approval of invoices, County will pay Architect within thirty (30) days after receipt by County of a conforming invoice; however, under no circumstances shall Architect be entitled to receive interest on amounts due.

ARTICLE VI

Architect's Accounting Records

6.1 Records of Architect's direct personnel, Architect and reimbursable expenses pertaining to the Project and records of accounts between County and Architect shall be kept on a generally recognized accounting basis and shall be available to County or its

authorized representatives at mutually convenient times for a minimum of three (3) years after the issuance of Final Completion.

ARTICLE VII

Termination, Default, Time of the Essence, and Force Majeure

7.1 In connection with the work outlined in this Contract, it is agreed and fully understood by Architect that County may cancel or indefinitely suspend further work hereunder or terminate this Contract upon seven (7) days written notice to Architect with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Contract shall cease. Architect shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits. Reproducible original plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the County and upon termination of this Contract and payment therefor, and shall be promptly delivered to County in a reasonable organized form without restriction on future use. Should County subsequently contract with a new Architect for continuation of services on the Project, Architect shall cooperate in providing information and documentation as requested by the County.

7.2 Nothing contained in paragraph 7.01 above shall require the County to pay for any work under the terms of this agreement which is not performed in accordance with this Contract or which is not submitted in compliance with the terms of this Contract. The County shall not be required to make any payments to the Architect when the Architect is in default under this Contract, nor shall this Article constitute a waiver of any right, at law and at equity, which the County may have if the Architect is in default, including the right to bring legal action for damages or to enforce specific performance of this Contract.

7.3 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Architect, or if the Architect's work should be stopped for a period of thirty (30) days by the County's failure to make payment thereon, then Architect may, upon ten (10) days written notice to the County, terminate this agreement and recover from the County payment for all work completed.

7.4 Architect understands and agrees that time is of the essence

and that any failure by Architect to complete the services for each phase of this Contract within the agreed Project Performance Schedule set forth within paragraph 2.1.7, adjusted for approved time extensions, will constitute a material breach of this Contract. The Architect shall be fully responsible for its delays or for failures to use its best efforts in accordance with the terms of this Contract. Where damage results to the County due to the Architect's failure to perform in these circumstances, the County may withhold, to the extent of such damages, Architect's payments hereunder without waiver of any of County's additional legal rights or remedies.

7.5 Neither County or Architect shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

ARTICLE VIII

Ownership of Documents

8.1 All plans and drawings will be prepared and submitted by Architect to County for approval on a minimum 30-inch by 42-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

8.2 All Architect's design and work products under this Contract including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of the County; and Architect specifically waives and releases any proprietary rights or ownership claims therein. Architect may retain a reproducible copy of all work products; however, the County reserves the right, so long as such work products exist, to obtain copies, reproducible or otherwise, from Architect at County's expense but without any additional fee or charge by Architect.

8.3 Architect shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect, or anyone connected with the Architect, including agents, employees, consultants, or subcontractors. All documents damaged shall be replaced or restored by Architect without cost to County.

8.4 The documents referenced in this Article are not intended or

presented by the Architect to be suitable for reuse by the County or others on extensions of this Project or on other unrelated projects. Any adaptation or use by the County of these documents on extension of this Project or other unrelated projects shall be the County's sole risk. The County agrees to hold harmless the Architect against all damages, claims and losses arising out of such reuse of the plans .

8.5 Upon completion of the construction of the Project, Architect shall, within thirty (30) calendar days following receipt from Contractor of record drawings, deliver to County the reproducible Record Drawings and Record Specifications as previously described in Section 2.8.11 hereinabove.

ARTICLE IX

General, Supplementary and Special Conditions: Contract Administration

9.1 County's general conditions are to be used by Architect with such adjustments as may be necessary for specific cases or instances. Any special conditions pertaining to the Project will be included under the special conditions portion of the Construction Documents.

9.2 This Contract shall be administered on behalf of the County by its representative, and Architect shall comply with instructions from said representative. Any dispute arising hereunder shall be submitted to the Commissioners Court, whose decision in the matter shall be final and binding.

9.3 Architect may not engage any consultant for any portion of the Work without prior written consent and approval by the County. A request by the Architect for County's consent and approval shall be submitted in writing. If granted, such consent and approval shall not relieve Architect of any of its duties, obligations, liabilities or responsibilities under this agreement.

ARTICLE X

Insurance

10.1 During the period of this Contract, Architect shall maintain at its sole expense, insurance with limits no less than those prescribed below:

(a) General Liability (including Contractual Liability)

Bodily Injury and	
Property Damage	\$1,000,000.00
Aggregate	\$2,000,000.00

(b) Automobile Liability

Bodily Injury and	
Property Damage	\$1,000,000.00
	Limit per Occurrence

(c) Workers' Compensations Statutory Benefits plus
\$500,000.00 Employer's
Liability

10.2 With respect to the required insurances listed in Section 10.01 (a), (b) and (c), Architect shall:

- (a) Name Tom Green County as an additional insured as its interest may appear;
- (b) Provide Tom Green County a waiver of subrogation;
- (c) Provide Tom Green County with a thirty (30) day advance written notice of cancellation or material change to said insurance; and
- (d) Provide Tom Green County with Certificates of Insurance evidencing required coverages upon acceptance of this Contract by Commissioners Court.

10.3 During the period of this Contract and for an additional two (2) year period after Final Completion of the Project, Architect shall maintain, at its expense, Architect's Errors and Omissions Insurance with limits not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

10.4 All policies of insurance shall be written by an insurance carrier authorized to do business in the State of Texas. Architect shall furnish the County with certificates of insurance issued by the insurer. Architect shall obtain and provide to the County evidence of its purchase of twelve (12) months extended coverage in the event said policies of insurance are occurrence policies. The extended coverage relates to discovery of unknown, undiscovered and unreported claims that may be filed after the termination of this Contract.

10.5 The County and Architect waive all rights against each other, and Contractor(s) for damages caused by perils covered by insurance provided under the County's Builder's Risk Policy, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The County shall require similar waivers from all Contractor(s).

10.6 The County and Architect waive all rights against each other, the Contractor(s) for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The County shall require similar waivers from the Contractor(s).

10.7 The County waives subrogation against the Architect and Contractor(s) on all property and consequential loss policies carried by the County on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

ARTICLE XI

Responsibility for Work and Indemnification

11.1 Approval by the County shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents, engineers and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, working drawings, and specifications or other documents prepared by Architect, its employees, subcontractors, agents and consultants.

11.2 ARCHITECT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND ELECTED OFFICIALS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES AND EXPENSES, ON ACCOUNT OF DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES AND EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY ACT, ERROR OR OMISSION, DEFECT OR NEGLIGENCE ON THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, ENGINEERS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS CONTRACT.

ARTICLE XII

Assignment

12.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Architect shall not assign, sublet or transfer any interest in this Contract without the prior written authorization of County.

ARTICLE XIII

Amendments

13.1 This Contract, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE XIV

Compliance With Laws

14.1 The Architect, its consultants, engineers, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. Architect will endeavor to obtain all permits and licenses required in the performance of the professional services contracted for herein.

14.2 Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act found in the Tax Code.

14.3 Architect shall not be required to sign any documentation which would result in the Architect having to certify, guarantee or warrant the existence of a condition which the Architect cannot ascertain upon inspection.

ARTICLE XV

Non-Discrimination

15.1 As a condition of this Contract, Architect hereby covenants that it will take all necessary action to ensure that, in connection with any work under this Contract, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals

on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Architect shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period, following Final Completion, of three (3) years, with full access allowed to authorized representatives of the County upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

ARTICLE XVI

Enforcement, Venue, Governing Laws and Notices

16.1 This Contract shall be enforceable in Tom Green County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Tom Green County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

16.2 Any notice, demand, or request required by or made pursuant to this Contract shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile, and confirmed by first-class mail, postage prepaid, or deposited in the United States mail, postage prepaid, addressed to the respective representative and to the respective address as set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

IF TO COUNTY:

Name:	Honorable Michael D. Brown
Title:	County Judge
Address:	112 W. Beauregard San Angelo, Texas 76903
Telephone:	915/653-3318
Facsimile:	915/659-3258

IF TO ARCHITECT:

Name:	Robert C. McLaughlin
Title:	Partner
Address:	27 West Beauregard San Angelo, Texas 76903
Telephone:	915/658-7303
Facsimile:	915/658-6488

ARTICLE XVII

Relationship of Parties

17.1 Architect undertakes performance of the work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the County and Architect, its agents, representatives, employees, engineers, consultants or subcontractors, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between County and Architect, its agents, employees, representatives, engineers, consultants or subcontractors. Neither party shall have the authority to bind nor obligate the other in any manner as a result of the relationship created hereby.

17.2 County shall not have the right to control the manner(s) or prescribe the method(s) by which Architect performs the work. Architect shall be wholly responsible for the architectural services. Architect is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants and subcontractors engaged in the performance of the work.

17.3 Architect's personnel shall be and remain solely the employees of Architect, and at no time or in any manner shall Architect's personnel, employees, agents, representatives, engineers, consultants or subcontractors be considered as or deemed to be employees of County.

ARTICLE XVIII

Term

18.1 Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by Commissioners Court, the term of this Contract shall be from the date hereof until the final one (1) year warranty inspection or resolution of any outstanding Project related claims or disputes, whichever is later.

ARTICLE XIX

Financial Interest Prohibited

19.1 Architect covenants and represents that Architect, its officers, employees, agents, engineers, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that

will be recommended or required for the construction of the Project.

ARTICLE XX

Additional Services

20.1 The following services are not included in Basic Services unless specifically identified in this agreement. They shall be provided if in connection with the Project and if authorized and confirmed in writing by Commissioners Court and they shall be paid for by the County as provided in this agreement in addition to the compensation for Basic Services.

- (a) Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.
- (b) Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding except as provided in Section 2.8.5 herein.
- (c) Providing any other services not otherwise included in this agreement.

20.2 For any other additional services by Architect or Consulting Engineer, if any be authorized in advance in writing by County, compensation shall be computed as follows:

- (a) Principals' and employees' time at a fixed rate per hour. For the purpose of this agreement, the disciplines are:

Principal	\$ 90.00 per hour
Architect/Engineer	\$ 80.00 per hour
CADD Operator/Technician	\$ 35.00 per hour
Word Processor/Clerical	\$ 17.50 per hour

- (b) Additional Service of Basic Consultants (including structural, mechanical, electrical and civil engineering) shall be computed at 1.05 times the amounts billed and paid by Architect. Additional Services of Special Consultants shall be computed at 1.05 times the amount billed Architect for such services.

ARTICLE XXI

Miscellaneous Provisions

21.1 It is understood that the employees and elected officials of the County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Contract. Architect warrants that no employee or agent of the County has been retained to solicit or secure this agreement and that Architect has not paid or agreed to pay any employee or elected official of the County any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments will subject this agreement to immediate termination by Commissioners Court.

21.2 The Owner has designated Michael D. Brown, Tom Green County Judge, or his designee, as the County's Representative for the Project. The County's Representative shall be fully acquainted with the Project and has the authority to: (1) approve changes in the Project not to exceed \$5,000.00 per change order and only if the change order does not extend the date of substantial completion by more than five (5) days; (2) render decisions promptly consistent with the Project schedule; and (3) furnish information expeditiously as requested by the Architect.

21.3 Architect agrees to furnish to the County such information as may be requested which relates to the services described in this Agreement. Architect shall permit the County to audit-inspect records and reports, reviews services, and/or evaluate the performance of services at any time. Architect shall provide reasonable access to all the records, books, reports, and other necessary data and information requested by the County for the purpose of accomplishing reviews, inspections, and/or audits of activities, services and expenditures.

21.4 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

21.5 The parties represent that they have the legal power and have taken the requisite action to enter into this Contract. The parties executing this Contract certify by their signatures that they have the legal power, right, and actual authority to bind their respective organizations to the terms and conditions of this Contract, and that any resolutions necessary to create such authority have been duly passed and are now in full force and

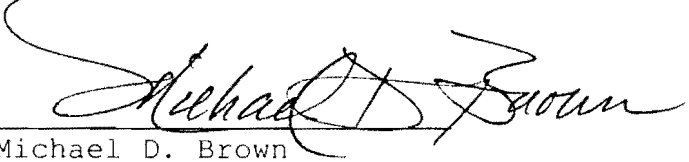
effect.

EXECUTED this 6 day of March 2001, to be effective
March 6th, 2001.

OWNER:

TOM GREEN COUNTY

By:

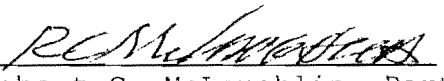

Michael D. Brown
County Judge

Date: March 6, 2001

ARCHITECT:

MCLAUGHLIN AND TORRES ARCHITECT, LLP

By:


Robert C. McLaughlin, Partner

Date: 03-06-01

EXHIBIT 1

Project Scope

Complete architectural and engineering services for the design, bidding, and construction administration of the expansion and remodeling of the Tom Green County Library as set forth below.

Scope of Work

The design and document preparation work associated with the proposed expansion of the Tom Green County Library covers the evaluation of the construction work needed on the existing first floor covering approximately 25,945 square feet and the renovation of approximately 17,472 square feet in the basement.

The first floor work consists of a series of studies to determine the best placement and organization for the book shelves together with upgrades in the power/computer system. Other work will cover the replacement of carpet in sequence to permit continued Library operation, painting of walls, remodeling and upgrading as determined by County.

In order to maintain good security control for the Library patron loaned materials, a new stairway and elevator are planned to provide good access between the first floor and the basement.

Basement work will cover the evaluation of the needs for demolition of the existing office walls, finishes, ceilings and related mechanical-electrical elements, as necessary to renovate and properly accommodate the expanded Library. The basement area is planned as a children's library area, and the extension of the periodicals A-V materials together with new seating areas. New finishes and necessary upgrades to the HVAC and electrical-computer system are to be included as part of the work in the basement.

In no event shall the County be responsible for obtaining the funds necessary for the construction and furnishing of the Project.



MOTOROLA

Address Reply To:
PO Box 7038
Midland, Texas 79708-7038
(915) 520-5533

February 21, 2001

Tom Green County
Attn: Mr. Stuart Dickson
122 W. Harris Ave
San Angelo, Texas 76903

Dear Mr. Dickson,

Motorola is please to present to you this proposal for two new VHF digital Project 25 CAI repeater channels to replace your existing VHF channels. Please see the Statement of Work for a full description of the equipment and services provided.

The prices quoted are from the H-GAC contract and the proposal is valid only for purchase through the H-GAC. The payment terms for the equipment are Net 30 days from invoice date. An invoice will be generated and sent to H-GAC once all equipment has been shipped. Services will be billed upon completion of each item.

All change orders must be requested in writing. Any change orders that occur after equipment has shipped may incur a 20% restocking charge.

Thank you for allowing Motorola to provide your public safety communication systems. We look forward to this opportunity to serve you.

Sincerely,

A handwritten signature in cursive script, reading "Lance E. Howard".

Lance E. Howard, AE
Motorola RNSG

Statement of Work

Equipment List

Motorola will provide the following equipment.

ITEM	QTY	MODEL	DESCRIPTION
1	1	C99ED	QUANTAR QUANTRO FAMILY
1a	1	001C	QUANTAR QUANTRO CONFIGURATION
1b	1	X530	ADD: 125W QUANTAR. VHF (132-174MHZ)
1c	1	X806 D	ENH: CONV ASTRO CAI OPER QTQR
1d	1	X580	ADD: REPEATER OPERATION
1e	1	X873	ADD: INTERAL UHSO TO QUANTAR/QUANTR
1f	1	X153	ADD: HARDWARE. RACKMOUNT
1g	1	X882	ADD: 7.5' OPEN RACK-QUANTAR. 48RU
1h	1	X432	ADD: MANUAL. SERVICE
1i	1	X699	ADD: FACTORY TEST REPORT
2	1	DSQ201GR	DUPLEXER Q CIRCUIT BS
3	1	C99ED	QUANTAR QUANTRO FAMILY
3a	1	001C	QUANTAR QUANTRO CONFIGURATION
3b	1	X530	ADD: 125W QUANTAR. VHF (132-174MHZ)
3c	1	X806 D	ENH: CONV ASTRO CAI OPER QTQR
3d	1	X580	ADD: REPEATER OPERATION
3e	1	X182	ADD: FACTORY INSTALLED DUPLEXER. VH
3f	1	X873	ADD: INTERAL UHSO TO QUANTAR/QUANTR
3g	1	X153	ADD: HARDWARE. RACKMOUNT
3h	1	X699	ADD: FACTORY TEST REPORT
4	2	DSRMP620AT	RMP620A WITH RJ 11 JACK
5	1	DQ40601	WRITING SHELF
6	1	HMN1001	TEST MICROPHONE
7	1	HSN1000	SPKR AMPL
8	1	TRN7738	CABLE FOR EXTERNAL 6W SPEAKER
9	2	BLN1147	PUNCH BLOCK W/ SPARK GAP
10	2	QKN7827	CABLE 25 PR WITH CONN 16.4 METER
11	1	TDD6481	ANT 6 DB OM DIRTNL
13	25	L1705	1/2 INCH LDF HELIAX POLY JKT PER FO
14	2	TDN8814	L4PNM N Male 1/2"HELIAX
15	1	TDN6683	L5NF N FEMALE 7/8"HELIAX
16	1	TDN8817	L5PNM N MALE 7/8"HELIAX
17	380	L1709	7 8 INCH LDF HELIAX POLY JKT PER FO
18	25	L1702	1 2 INCH SUPERFLEX POLY JKT PER FOO
19	2	CDN6579	N MALE PLUG 1 2 INCH PLATED
20	5	TDN6674	204989-2 GROUND KIT 1 HOLE LUG
21	1	MDN6631	7 8 INCH CABLE FEED THRU WALL ROOF
22	1	TDN9580	7/8" CABLE BOOT FOR WALL ROOF PLATE
23	1	TDN9289	221213 CONNECTOR/SPLICE WEATHERPROO
24	4	TDN6672	GRIP HOISTING 7/8" LINE
25	10	TDN6951	ADAPTER 1 2 INCH ROUND MEMBER MOUNT
26	10	MDN6817	7/8" CABLE HANGER KIT STAINLESS

ITEM	QTY	MODEL	DESCRIPTION
27	1	TDD6481	ANT 6 DB OM DIRTNL
29	25	L1705	1/2 INCH LDF HELIAX POLY JKT PER FO
30	2	TDN8814	L4PNM N Male 1/2"HELIAX
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40	4	TDN6672	GRIP HOISTING 7/8" LINE
41	10	TDN6951	ADAPTER 1 2 INCH ROUND MEMBER MOUNT
42	10	MDN6817	7/8" CABLE HANGER KIT STAINLESS
43	2	DSCP2277	120VAC DUPLEX 5-15
44	1	L3151	TONE REMOTE ADAPTER
45	1	3.08E+37	PROGRAMMING CABLE
46	1	3080369B72	CABLE. ASSY. IBM AT TO RIB
47	1	RVN5002	RSS QUANTAR QUANTRO RECEIVER
48	1	6802924C15	R.S.S. F.R. ONLY
49	1	5880385B30	ADAPTER 8 PIN MODULAR TO DB25
50	1	3080385B23	MODULAR CABLE - T5600 CONSOLE
51	1	RLN1015	SMART RIB INTERFACE BOX
52	1	3080390B48	COMPUTER RIB CBL
53	1	3080390B49	COMPUTER RIB CBL
54	1	1.80E+32	SRIB AC PWR PAK 110V
55	1	RLN4488	BATTERY PACK SMART RIB
56	1	TLN3254	FRU VHF 125W POWER AMP R2
57	1	TLN3251	FRU VHF RANGE 2 RECEIVER
58	1	TLN3253	FRU VHF RANGE 2 EXCITER
60	1	TLN3459	FRU INTERNAL UHSO

Installation Services

Electrical Work

Motorola will provide two additional 20 amp 120 VAC circuits in the equipment room at the Tom Green County tower site and tie these circuits to the emergency generator. Motorola will install a Halo ground and bond the tower and building to the grounding system. (This does not include any upgrades that may be required on the emergency generator or the transfer switch.)

Antenna Work

Motorola will remove the existing antennas and lines from the Tom Green County Tower and install the new antenna and lines provided in the Equipment List. One antenna will

be installed at the 350' level on the tower and the other will be installed at 330'. Both coaxial lines will be grounded to the tower.

Repeater Work

Motorola will make ready, program, ground, check out and install the repeaters provided in the Equipment List.

Scope of this Proposal

This proposal is intended only to provide the equipment, make certain it is operating to factory specifications, install and ground the equipment. The electrical work is intended to provide appropriate facilities at the Tom Green County tower site for the equipment to operate under normal conditions. This proposal does not include any additional work, services or operational characteristics (including radio coverage from the repeaters) of any kind other than what is specified in the Statement of Work..

Proposal for Replacement Repeaters =

Equipment Requirements	TOTAL COST
Two Quantar VHF Repeaters, Project 25 CAI Compliant	\$29,444.92
Antenna Systems with Accessories	\$10,406.05
Spare Boards	\$ 6,344.52
Electrical and Grounding Work	\$ 3,250.00
Antenna and Line Work	\$ 6,235.00
Repeater Work	<u>\$ 4,000.00</u>
TOTAL SERVICES AND EQUIPMENT	<u>\$59,680.49</u>

MOTOROLA END-USER SOFTWARE LICENSE AGREEMENT

This Software License Agreement is between Motorola, Inc. ("Motorola"), having an office at 1301 East Algonquin Road, Schaumburg, Illinois 60196, and the City of Beaumont, Texas ("Licensee").

1. *Scope.* Licensee may acquire from Motorola's Land Mobile Products Sector ("LMPS") radio communication products ("Products") that contain embedded or pre-loaded Motorola software such as in a ROM, PROM, or EPROM, or other Motorola software provided on media such as a floppy disk, tape, diskette, or CD-ROM. All such software (including Radio Service Software and FLASHport® Software) is referred to as "Motorola Software." This Agreement contains the terms under which Licensee may use Motorola Software acquired from LMPS.

2. *Grant of License.* Motorola hereby grants to Licensee a personal, non-exclusive license under Motorola's applicable proprietary rights to use Motorola Software in accordance with the terms of this Agreement.

3. *Limitations on Use.* Licensee may use Motorola Software only for Licensee's internal business purposes and only as described in the Motorola Software or Product documentation. Any other use of Motorola Software is strictly prohibited and will be deemed a breach of this Agreement. Licensee may not copy, modify, adapt, merge with other software, reverse engineer, or disassemble any Motorola Software for any reason, except that Licensee may make at most two copies of Motorola Software provided with infrastructure equipment for back-up purposes. Licensee must purchase a copy of Radio Service Software for each site at which Licensee uses Radio Service Software; Licensee may make one additional copy for each computer owned or controlled by Licensee at each such site. Licensee may temporarily use Radio Service Software on portable or lap-top computers at other sites. Prior to acquiring any Radio Service Software or upon Motorola's request, Licensee must provide a written list of all sites where Licensee uses or intends to use Radio Service Software. Licensee must reproduce all Motorola copyright and trademark notices on all copies of Motorola Software.

4. *Transfers.* If Licensee transfers ownership of Products to a third party, Licensee may assign its rights to use Motorola Software (other than Radio Service Software and FLASHport® Software) embedded in or furnished for use with those Products provided that (a) Licensee transfers all copies of such Motorola Software to the new owner and (b) Motorola receives a transfer form (which Motorola will provide upon request) completed and signed by the new owner. Otherwise, Licensee may not transfer or make available any Motorola Software to any third party.

5. *Ownership and Title.* Title to all copies of Motorola Software in any form, including all rights in patents, copyrights, trade secrets, and other intellectual properties, remains vested exclusively in Motorola.

6. *Confidentiality.* Licensee acknowledges that all Motorola Software contains valuable proprietary information and trade secrets and that unauthorized dissemination, distribution, modification, reverse engineering, disassembly, or other improper use of Motorola Software will result in irreparable harm to Motorola for which monetary damages would be inadequate. Accordingly, Licensee will limit access to Motorola Software to those of its employees and agents who need to use Motorola Software for Licensee's internal business purposes, and Licensee will take appropriate action with those employees and agents to preserve the confidentiality of Motorola Software.

7. *Maintenance and Support.* No maintenance or support is provided under this Agreement. Maintenance or support, if available, will be provided under a Motorola Software Maintenance and Support Agreement.

8. *Limited Warranty.* For the first 120 days after initial shipment of Motorola Software, Motorola warrants that the Motorola Software, when used properly, will be free from reproducible defects that materially vary from its published specifications. Motorola does not warrant that Licensee's use of the Motorola Software or the Products will be uninterrupted or error-free or that the Motorola Software or the Products will meet Licensee's particular requirements. *Motorola's total liability; and Licensee's sole remedy, for any breach of this warranty will be limited to, at Motorola's option, repair or replacement of the Motorola Software or payment of licensee's actual damages up to the amount paid to Motorola for the Motorola Software or the individual product in which the Motorola software is embedded or for which it was provided. This warranty extends only to the first Licensee; subsequent transferees must accept the Motorola Software "As Is" and with no warranties of any kind. Motorola disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.*


9. *Limitation of Liability.* In no event will Motorola be liable for incidental or consequential damages even if advised of the possibility of such damages.

10. *Term and Termination.* Licensee's right to use Motorola Software will begin when Licensee sends a duly executed copy of this Agreement to Motorola, and either (a) Motorola returns a fully executed Agreement to Licensee or (b) Motorola ships Motorola Software or a Product containing Motorola Software to Licensee, and will continue in perpetuity unless terminated as follows. Licensee's right to use Motorola Software will terminate without notice upon a breach of this Agreement by Licensee. In addition, if Motorola reasonably believes that Licensee intends to breach this Agreement with respect to Radio Service Software or FLASHport® Software, Motorola may, by notice to Licensee, terminate Licensee's right to use such Motorola Software. Upon termination, Motorola will be entitled to immediate injunctive relief without proving damages and, unless Licensee is a sovereign government entity, Motorola will have the right to repossess all Radio Service Software and FLASHport® Software in Licensee's possession. Within thirty days after termination of Licensee's right to use any Motorola Software, Licensee must certify in writing to Motorola that all copies of such Motorola Software have been returned to Motorola or destroyed.

Tom Green County, Texas
\$18,885,000
General Obligation Refunding Bonds
\$475,000
Tax Notes
Series 1998
Interim Arbitrage Rebate Analysis
January 24, 2001
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**ORRICK, HERRINGTON
& SUTCLIFFE LLP**
Financial Services Group

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**ORRICK, HERRINGTON
& SUTCLIFFE LLP**

January 24, 2001

Tom Green County
113 West Beauregard
San Angelo, Texas 76903-5835

Re: Tom Green County, Texas
\$18,885,000
General Obligation Refunding Bonds
\$475,000
Tax Notes
Series 1998
Rebate Liability for the Period September 29, 1998 through September 29, 2000

Ladies and Gentlemen:

This opinion is being delivered to you pursuant to our engagement letter and accompanies a report (the "Report") consisting of computations and the assumptions on which such computations are based with respect to the rebate liability of the Tom Green County, Texas (the "Issuer") in connection with the above-captioned issue (the "Bonds") for the above-referenced period (the "Interim Computation Period").

The opinion expressed herein is based on an analysis of existing laws, regulations, and rulings. The Department of the Treasury ("Treasury") may publish additional regulations and supplement, amend, or interpret such laws, regulations, and rulings from time to time, with the result that the amount of rebate liability described in the Report and in this opinion may be subject to adjustment under such future pronouncements.

The scope of our engagement was limited to preparing the Report, based on information supplied to us by you. In accordance with our engagement letter (which is incorporated herein by reference), our engagement did not include work performed by prior counsel, independent determination of which funds were subject to or exempt from rebate, determination of whether there were prohibited payments or imputed receipts, or an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds. With your permission, we have relied entirely on information provided by you without independent verification, and we express no opinion as to the completeness, accuracy, or suitability of such information for purposes of calculating rebate liability with respect to the Bonds. We have undertaken no responsibility to audit or review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program. No opinion is expressed on any matter other than rebate liability to the extent set forth below, and we are under no obligation to consider any information obtained by us pursuant to this engagement for any purpose other than determining such rebate liability. Also, we have no obligation to update this opinion or the Report delivered herewith because of any events occurring, changes in existing laws, regulations, or rulings or interpretations thereof, or data or information received, subsequent to the date hereof.

3711 North Haskell Avenue • Suite 2600 SW • Lockbox 35 • Dallas, Texas 75204
Telephone 214 989 2700 • Facsimile 214 989 2712
London • Los Angeles • New York • Pacific Northwest • Sacramento • San Francisco • Singapore • Tokyo • Washington, D.C.

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ORRICK, HERRINGTON
& SUTCLIFFE LLP

Tom Green County
January 24, 2001
Page 2

Based on and subject to the foregoing, in our opinion, the computations shown in the Report are mathematically accurate, were performed in accordance with applicable federal law and regulations, and reflect the following:

For the Interim Computation Period September 29, 1998 through September 29, 2000:

Allowable Yield on Investments:	4.549959%
Cumulative Rebate Liability:	<u>\$0.00</u>

Ninety percent (90%) of the Cumulative Rebate Liability (reduced by any applicable computation date credits) is required to be rebated to the United States no later than 60 days after September 29, 2003 (the end of the fifth Bond Year). Such Cumulative Rebate Liability is subject to change, however, pursuant to computations undertaken up to and including September 29, 2003. Additionally, should the Bonds be retired prior to September 29, 2003, 100% of the Cumulative Rebate Liability (reduced by any applicable computation date credits) as of such retirement date will become due and payable within 60 days.

This opinion is not to be used, circulated, quoted, referred to, or relied upon by any other person without our express written permission.


Very truly yours,

Orrick, Herrington & Sutcliffe LLP

ORRICK, HERRINGTON & SUTCLIFFE LLP

NOTES AND ASSUMPTIONS

1. The Dated Date of the Bonds is September 1, 1998.
2. The Issue Date of the Bonds is September 29, 1998.
3. The Interim Computation Period is September 29, 1998 to September 29, 2000.
4. Consistent with Section E.5. of the Certificate as to Tax Exemption (the "Certificate"), the Bonds constitute one issue for federal taxation purposes and are not treated as part of any other issue of governmental Bonds.
5. Absent an affirmative selection to the contrary, the end of the first Bond Year with respect to the Bonds for purposes of determining installment computation dates is September 29, 1999. Subsequent Bond Years end on each successive September 29 until no Bonds remain outstanding.
6. Computations of yield are based on a 360-day year and semiannual compounding.
7. For debt service, yield, and investment cash flow purposes, all payments and receipts with respect to the Bonds and proceeds thereof are accurately set forth in the schedules contained in Tab Sections 3 and 4 hereof. No early redemptions of principal have taken place or been provided for. We are not aware of any hedging arrangement (such as an interest rate swap) that would affect the yield on the Bonds. For purposes of determining yield on the Bonds, the issue price is based on the offering prices and/or yields of the Bonds as set forth in the Official Statement.
8. The purchase price of each investment is at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses and is representative of an arm's length transaction which did not reduce the rebate amount required to be paid to the United States.
9. The Bonds are not "refunded" Bonds. The Bonds are, in part, "refunding" Bonds, some of the proceeds of which were used to advance refund the Issuer's Certificates of Obligation, Series 1992, Certificates of Obligation, Series 1993, Certificates of Obligation, Series 1993A, Certificates of Obligation, Series 1994, and Certificates of Obligation, Series 1995 (collectively the "Prior Obligations"), and, therefore, give rise to transferred proceeds from the Prior Obligations pursuant to Treasury Regulations Section 1.148-9(b). Accordingly, proceeds of the Prior Obligations cease to be treated as proceeds of the Prior Obligations and instead are treated

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as proceeds of the Bonds as proceeds of the Bonds are used to discharge principal of the Prior Obligations. Consistent with Section F of the Certificate, as of the date on which proceeds of the Bonds were used to discharge principal of the Prior Obligations, no proceeds of the Prior Obligations remained unexpended, and therefore, no such proceeds have or will become transferred proceeds of the Bonds.

10. The only funds established relating to the Bonds are the Escrow, Interest and Sinking, and Construction Funds.
11. The Interest and Sinking Fund constitutes a bona fide debt service fund and is not taken into account in determining Cumulative Rebate Liability pursuant to Section 148(f)(4)(A)(ii) of the Internal Revenue Code.
12. Consistent with Section G of the Certificate, we have treated the fee paid for bond insurance as a payment for a "qualified guarantee" within the meaning of Treasury Regulations Section 1.148-4(f).
13. A portion of the Bonds qualify as "construction bonds" under Section 148(f)(4)(C) of the Internal Revenue Code (the "Code"). The Issuer did not elect to pay the penalty in lieu of rebate as described in Section 148(f)(4)(C)(vii) of the Code. As there is no rebate liability with respect to the Bonds, we have not determined whether the Issuer has complied with the requirements of the Two-Year Expenditure Exception.
14. A portion of the Bonds are eligible for the "18-month exception" under Section 1.148-7(d)(1)(i) of the Treasury Regulations if gross proceeds of the Bonds are expended for the governmental purpose of the issue within eighteen months of the Issue Date. As there is no rebate liability with respect to the Bonds, we have not determined whether the Issuer has complied with the requirements of the 18-month exception.
15. The applicable computation date credits have been taken into account in determining the cumulative rebate liability with respect to the Bonds. See Schedule A hereof.

Schedule A - Summary of Rebate Analysis

Issue Date: September 29, 1998
Rebate Computation Date: September 29, 2000

Fund Reference Number	Fund Description	Current Fund Status	Computation Date Valuation	Gross Earnings	Internal Rate of Return	Excess Earnings
1	Escrow Fund	Active	\$18,078,707.25	\$1,652,340.07	4.549954%	(\$1.82)
2	Construction Fund	Inactive	\$0.00	\$2,780.48	2.195473%	(\$3,191.25)
Totals:			<u>\$18,078,707.25</u>	<u>\$1,655,120.55</u>		<u>(\$3,193.08)</u>

Summary	
Arbitrage Yield:	4.549959%
Return on Investments:	4.541494%
Shortfall %:	-0.008465%
Actual Gross Earnings:	1,655,120.55
Allowable Gross Earnings:	1,658,313.62
Excess Earnings:	(\$3,193.08)
Comp. Date Credit (9/29/99):	(\$1,046.02)
Comp. Date Credit (9/29/00):	(\$1,000.00)
Cumulative Rebate Liability:	(\$5,239.09)

Schedule B - Sources & Uses of Funds

<i>Sources of Funds</i>	Bond Proceeds	Tax Note Proceeds	Total
Par Amount	18,885,000.00	475,000.00	
+ Original Issue Premium			
- Original Issue Discount	(79,976.10)		
Net Production	18,805,023.90	475,000.00	19,280,023.90
Accrued Interest	64,457.75	1,496.44	65,954.19
Total Sources:	<u>18,869,481.65</u>	<u>476,496.44</u>	<u>19,345,978.09</u>
 <i>Uses of Funds ¹</i>			
Purchase Restricted Acquired Obligations	18,461,167.00		18,461,167.00
Initial Cash Deposit	1.76		1.76
Deposit to Construction Fund		469,000.00	469,000.00
Underwriter's Discount	138,804.75	3,491.25	142,296.00
Costs of Issuance ²	125,000.00		125,000.00
Insurance Premium	77,000.00	2,000.00	79,000.00
Deposit to Interest and Sinking Fund	67,508.14	2,005.19	69,513.33
Total Uses:	<u>18,869,481.65</u>	<u>476,496.44</u>	<u>19,345,978.09</u>

¹ As set forth in the Verification Report performed by Grant Thornton date September 29, 1998 (the "Verification Report")

² Assumed spent on Issue Date.

Schedule C - Annual Debt Service & Production

\$18,885,000 General Obligation Refunding Bonds						\$475,000 Tax Notes						
Period Ending	Coupon	Par Amount	Yield	Price	Interest	Coupon	Par Amount	Yield	Price	Interest	Debt Service	Production
02/01/99					345,309.38					8,016.67	423,326.04	70,000.00
02/01/00					828,742.50	3.900%	70,000.00	3.900%	100.000	19,240.00	922,982.50	75,000.00
02/01/01					828,742.50	3.950%	75,000.00	3.950%	100.000	16,510.00	920,252.50	75,000.00
02/01/02	4.000%	120,000	4.000%	100.000	828,742.50	4.000%	75,000.00	4.000%	100.000	13,547.50	1,042,290.00	200,000.00
02/01/03	4.000%	1,095,000	4.000%	100.000	823,942.50	4.050%	80,000.00	4.050%	100.000	10,547.50	2,014,490.00	1,180,000.00
02/01/04	4.100%	1,495,000	4.100%	100.000	780,142.50	4.150%	85,000.00	4.150%	100.000	7,307.50	2,372,450.00	1,585,000.00
02/01/05	4.150%	1,565,000	4.150%	100.000	718,847.50	4.200%	90,000.00	4.200%	100.000	3,780.00	2,287,627.50	1,565,000.00
02/01/06	4.250%	1,760,000	4.250%	100.000	653,900.00						2,413,900.00	1,760,000.00
02/01/07	4.300%	1,845,000	4.300%	100.000	579,100.00						2,424,100.00	1,845,000.00
02/01/08	4.400%	1,925,000	4.400%	100.000	499,765.00						2,424,765.00	1,925,000.00
02/01/09	4.400%	2,005,000	4.500%	99.175	415,065.00						2,420,065.00	1,988,458.75
02/01/10	4.500%	2,090,000	4.600%	99.118	326,845.00						2,416,845.00	2,071,566.20
02/01/11	4.600%	2,190,000	4.700%	99.065	232,795.00						2,422,795.00	2,169,523.50
02/01/12	4.700%	2,265,000	4.800%	99.017	132,055.00						2,397,055.00	2,242,735.05
02/01/13	4.850%	320,000	4.850%	100.000	25,600.00						345,600.00	320,000.00
02/01/14	4.800%	210,000	4.900%	98.924	10,080.00						220,080.00	207,740.40
18,885,000					8,029,674	475,000				78,949.17	27,468,623.54	19,280,023.90

Schedule D - Semi-Annual Debt Service

\$18,885,000 General Obligation Refunding Bonds				\$475,000 Tax Notes			Debt Service
Date	Coupon	Principal Amount	Interest	Coupon	Principal Amount	Interest	
02/01/99			345,309.38			8,016.67	353,326.04
08/01/99			414,371.25			9,620.00	423,991.25
02/01/00			414,371.25	3.900%	70,000	9,620.00	493,991.25
08/01/00			414,371.25			8,255.00	422,626.25
02/01/01			414,371.25	3.950%	75,000	8,255.00	497,626.25
08/01/01			414,371.25			6,773.75	421,145.00
02/01/02	4.000%	120,000	414,371.25	4.000%	75,000	6,773.75	616,145.00
08/01/02			411,971.25			5,273.75	417,245.00
02/01/03	4.000%	1,095,000	411,971.25	4.050%	80,000	5,273.75	1,592,245.00
08/01/03			390,071.25			3,653.75	393,725.00
02/01/04	4.100%	1,495,000	390,071.25	4.150%	85,000	3,653.75	1,973,725.00
08/01/04			359,423.75			1,890.00	361,313.75
02/01/05	4.150%	1,565,000	359,423.75	4.200%	90,000	1,890.00	2,016,313.75
08/01/05			326,950.00				326,950.00
02/01/06	4.250%	1,760,000	326,950.00				2,086,950.00
08/01/06			289,550.00				289,550.00
02/01/07	4.300%	1,845,000	289,550.00				2,134,550.00
08/01/07			249,882.50				249,882.50
02/01/08	4.400%	1,925,000	249,882.50				2,174,882.50
08/01/08			207,532.50				207,532.50
02/01/09	4.400%	2,005,000	207,532.50				2,212,532.50
08/01/09			163,422.50				163,422.50
02/01/10	4.500%	2,090,000	163,422.50				2,253,422.50
08/01/10			116,397.50				116,397.50
02/01/11	4.600%	2,190,000	116,397.50				2,306,397.50
08/01/11			66,027.50				66,027.50
02/01/12	4.700%	2,265,000	66,027.50				2,331,027.50
08/01/12			12,800.00				12,800.00
02/01/13	4.850%	320,000	12,800.00				332,800.00
08/01/13			5,040.00				5,040.00
02/01/14	4.800%	210,000	5,040.00				215,040.00
<u>18,885,000</u>			<u>8,029,674.38</u>		<u>475,000</u>	<u>78,949.17</u>	<u>27,468,623.54</u>

Schedule E - Arbitrage Yield Calculation

Date	Total Issue Payments	Discount Factor @ 4.549959%	Present Value as of 09/29/98
02/01/99	353,326.04	0.98486911	347,979.90
08/01/99	423,991.25	0.96296193	408,287.43
02/01/00	493,991.25	0.94154204	465,113.53
08/01/00	422,626.25	0.92059861	389,069.14
02/01/01	497,626.25	0.90012104	447,923.86
08/01/01	421,145.00	0.88009897	370,649.28
02/01/02	616,145.00	0.86052226	530,206.49
08/01/02	417,245.00	0.84138102	351,062.02
02/01/03	1,592,245.00	0.82266555	1,309,885.10
08/01/03	393,725.00	0.80436638	316,699.15
02/01/04	1,973,725.00	0.78647425	1,552,283.89
08/01/04	361,313.75	0.76898011	277,843.09
02/01/05	2,016,313.75	0.75187511	1,516,016.11
08/01/05	326,950.00	0.73515058	240,357.48
02/01/06	2,086,950.00	0.71879807	1,500,095.64
08/01/06	289,550.00	0.70280930	203,498.43
02/01/07	2,134,550.00	0.68717619	1,466,811.93
08/01/07	249,882.50	0.67189081	167,893.76
02/01/08	2,174,882.50	0.65694544	1,428,779.13
08/01/08	207,532.50	0.64233250	133,304.87
02/01/09	2,212,532.50	0.62804462	1,389,569.13
08/01/09	163,422.50	0.61407455	100,353.60
02/01/10	2,253,422.50	0.60041522	1,352,989.18
08/01/10	116,397.50	0.58705974	68,332.29
02/01/11	2,306,397.50	0.57400132	1,323,875.22
08/01/11	66,027.50	0.56123338	37,056.84
02/01/12	2,331,027.50	0.54874944	1,279,150.04
08/01/12	12,800.00	0.53654320	6,867.75
02/01/13	332,800.00	0.52460846	174,589.70
08/01/13	5,040.00	0.51293920	2,585.21
02/01/14	215,040.00	0.50152951	107,848.90
	27,468,623.54		19,266,978.09

Issue Price Calculation	
+ Par Amount of Issue	19,360,000.00
+ Accrued Interest	65,954.19
+/- Original Issue Prem/(Disc)	(79,976.10)
Issue Price:	19,345,978.09
- Qualified Guarantee	(79,000.00)
Adjusted Issue Price:	19,266,978.09
Present Value Result:	19,266,978.09
Variance:	0.00
Arbitrage Yield:	4.549959%

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Schedule F1 - Escrow Fund	Fund 1
Remaining Balance Analysis	

Summary- Fund 1	
Gross Earnings:	\$1,652,340.07
Internal Rate of Return:	4.549954%
Excess Earnings:	(\$1.82)


Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value ¹
Escrowed Securities	18,078,707.25	N/A	02/01/04	09/29/98	100.000	4.550%	100.000	0.00	18,078,707.25
Value as of September 29, 2000:									<u>18,078,707.25</u>

¹ See Schedule F3 - Escrow Valuation.

Schedule F2 - Escrow Fund	Fund 1
Net Nonpurpose Investments Cash Flow	

Date	Description	Net Nonpurpose Investments Cash Flow	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.549959%	FV As Of 09/29/00	FV Factor @ 4.549954%	FV As Of 09/29/00
09/29/98	Deposit	(18,461,167.00)	720	1.09415186	(20,199,320.25)	1.09415176	(20,199,318.33)
02/01/99	NPR - w/d	508,700.01	598	1.07759637	548,173.29	1.07759629	548,173.24
08/01/99	NPR - w/d	508,699.27	418	1.05362658	535,979.07	1.05362653	535,979.04
02/01/00	NPR - w/d	508,700.27	238	1.03018997	524,057.92	1.03018994	524,057.90
08/01/00	NPR - w/d	508,700.27	58	1.00727468	512,400.90	1.00727467	512,400.90
09/29/00	Balance ¹	18,078,707.25	0	1.00000000	18,078,707.25	1.00000000	18,078,707.25
Earnings:		<u>1,652,340.07</u>	Excess Earnings:		<u>(1.82)</u>	<u>(0.00)</u>	

¹ See Schedule F1 - Remaining Balance Analysis.

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Schedule F3 - Escrow Fund <i>Escrow Valuation</i>	Fund 1
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Issue Date:	09/29/98
Computation Date:	09/29/00
Arbitrage Yield:	4.549959%
Escrow Yield:	4.549954%
Escrow Purchase Price:	18,461,167.00
Value of Escrow on September 29, 2000:	18,078,707.25

Date	Escrow Receipt ¹	Value As Of Issue Date 09/29/98	Value As Of Computation Date 09/29/00
02/01/99	508,700.01	501,002.94	
08/01/99	508,699.27	489,858.05	
02/01/00	508,700.27	478,962.72	
08/01/00	508,700.27	468,308.80	
02/01/01	508,700.27	457,891.87	501,003.19
08/01/01	508,700.27	447,706.64	489,859.01
02/01/02	16,603,699.27	14,287,855.16	15,633,081.84
08/01/02	42,419.64	35,691.09	39,051.46
02/01/03	42,420.79	34,898.13	38,183.85
08/01/03	42,419.49	34,120.82	37,333.35
02/01/04	1,557,419.69	1,224,870.79	1,340,194.53
	<u>21,340,579.24</u>	<u>18,461,167.00</u>	<u>18,078,707.25</u>

¹ As set forth in the Verification Report.

Schedule G1 - Construction Fund	Fund 2
Remaining Balance Analysis	

Summary- Fund 2	
Gross Earnings:	\$2,780.48
Internal Rate of Return:	2.195473%
Excess Earnings:	(\$3,191.25)

Security Type	Par Amount	Coupon	Maturity Date	Settlement Date	Settlement Price	Yield	Accreted Price	Accrued Interest	Computation Date Value
N/A	0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.00
Value as of September 29, 2000:									<u>0.00</u>

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Schedule G2 - Construction Fund
Nonpurpose Investments Cash Flow

Fund 2

Date	Description	Nonpurpose Investments Cash Flow	Muni-Days/ Computation Date	Rebate Calculations		IRR Calculations	
				FV Factor @ 4.549959%	FV As Of 09/29/00	FV Factor @ 2.195473%	FV As Of 09/29/00
09/29/98	Deposit	(469,000.00)	720	1.09415186	(513,157.22)	1.04463779	(489,935.12)
09/30/98	NPR w/d	16,809.69	719	1.09401513	18,390.06	1.04457443	17,558.97
10/15/98	NPR w/d	41,762.12	704	1.09196624	45,602.83	1.04362451	43,583.97
11/15/98	NPR w/d	220,123.49	674	1.08787997	239,467.93	1.04172727	229,308.64
12/15/98	NPR w/d	41,472.01	644	1.08380898	44,947.74	1.03983347	43,123.98
01/15/99	NPR w/d	18,732.91	614	1.07975323	20,226.92	1.03794312	19,443.70
02/15/99	NPR w/d	2,741.37	584	1.07571266	2,948.93	1.03605620	2,840.21
03/15/99	NPR w/d	31,827.54	554	1.07168720	34,109.17	1.03417272	32,915.17
04/15/99	NPR w/d	12,224.81	524	1.06767681	13,052.15	1.03229266	12,619.58
05/15/99	NPR w/d	24,466.79	494	1.06368143	26,024.87	1.03041601	25,210.97
06/15/99	NPR w/d	36,901.47	464	1.05970100	39,104.52	1.02854278	37,954.74
07/15/99	NPR w/d	24,234.13	434	1.05573547	25,584.83	1.02667296	24,880.53
08/15/99	NPR w/d	(2.45)	404	1.05178477	(2.58)	1.02480653	(2.51)
10/05/99	NPR w/d	486.60	354	1.04523310	508.61	1.02170335	497.16
09/29/00	Balance	0.00	0	1.00000000	0.00	1.00000000	0.00
Earnings:		<u>2,780.48</u>		Excess Earnings:	<u>(3,191.25)</u>		<u>0.00</u>