

Tom Green County Commissioners' Court June 5, 2001

The Commissioners' Court of Tom Green County, Texas, met in Regular Session June 5, 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 9:36 AM

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

Commissioner Bookter moved to approve the Consent Agenda as presented:

- A. The approval of the Minutes from the Special Meeting, May 21, 2001 and the Regular Meeting, May 22, 2001.
- B. Approved to pay the bills in the Minutes of Accounts Allowable for the week of May 23-29,2001 in the amount of \$418,425.63 and for the week of May 30th to June 5, 2001 in the amount of \$202,227.41 (combined total of \$620,653.04) and approved the Purchase Orders in the amount of \$27,489.19.
- C. Accepted the Personnel Actions as presented:

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>
McGuire, Brian D.	Building Maintenance	Promotion	06/01/01	17/1	\$ 853.83 S/M
Rutherford, Margaret E.	District Attorney (023)	New Hire	06/04/01	N/A	\$ 750.00 S/M
Manning, Kelli M.	Jail	New Hire	05/28/01	N/A	\$ 9.25 /HR
Jackson, Karen K.	Library	New Hire	05/24/01	P/T	\$ 6.00 /HR

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
Horton, Jason T.	CSCD (218)	Promotion	05/21/01	N/A	\$ 1121.58 S/M
Lefler, Tobin L.	CSCD (218)	Promotion	05/21/01	N/A	\$ 1121.58 S/M
Theriot, Tulisha	CSCD (156)	Salary Increase	05/16/01	N/A	\$ 1162.21 S/M
Manning, Kelli M.	Jail	Dismissal	05/29/01	N/A	\$ 9.25 ph

- D. Accepted Solid Waste Report for April, 2001, as a matter of record
- E. Approved Sale of City Tax Foreclosure properties being:
 - 1. Lots 19 & 20, Block "H", Sunnyside Addition to Thomas and Lisa Delgado of 1920 Walnut, San Angelo, TX., in the amount of \$2,000.00.
 - 2. Lot 3, Block 85, Hatcher addition, save and except north part of lot described in Deed Records- vol 710,

page 335 : Lot 6, Blk 23 Miles addition: west ½ of Lot 18 and east ½ of lot 19, block 1, Buena Vista Addition, to Alexander G. Sanchez of 51 E. 21st, San Angelo, TX , in the amount of \$1,456.00. (Record in Official Public Records)

- F. Approved the Attorney General's Contract for access to District Clerk's Imaged Document System and the information on it's Child Support and Case Subsystem.
- G. Approved Verizon Southwest's request to place communication lines in the county's right of way north of Glass Road from the intersection of W. Grape Creek Road in Precinct #3. (Recorded with these minutes)

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

Herb Straach – Templeton Construction- reported that the demolition on the second floor should be finished this week and the demolition on the first floor, next week. The electrical demolition is almost all finished. The stonework on the front of the building should be completed this week. Drywall and steel studs are being installed on Phase III as well as the plumbing, electrical and

June 5, 2001

ductwork. Harrison roofing is continuing with the reroofing of the existing building. Controls and smoke alarms are being installed like is in the new part.

Don Killiam, Building Maintenance Manager - proposed a change order request for Phase III, regarding the roof tip units, and the return air grills.

Commissioner Easingwood moved to grant the change orders granting the individual bids from Lane Weather-Mart, Inc., and SanSing Electric to change out two 15 ton roof top AC units, enertel controls, added smoke detectors-fire alarm system and electrical work for a total of \$25,802.00. Motion was seconded by Commissioner Friend and all voted in favor.

(Recorded with these minutes)

Anne Bramble, Administrative Services Director, informed the Court that she had received only 13 applications for the position of Purchasing Administrator and of those only 2 of the applicants met the requirements on the application. Upon further background checks she did not feel they were qualified. Ms. Bramble proposed that the Johnny Gormaldo, who was the assistant to the former purchasing administrator and has filled the position since that vacancy was created. Commissioner Easingwood voiced some opposition regarding the process of selection.

Commissioner Friend moved to appoint Johnny Gormaldo as the Purchasing Administrator for Tom Green County. Motion was seconded by Commissioner Weeks. The vote was 3 for and 2 against with Commissioner's Bookter and Easingwood voting against. Motion passed.

Judge Brown explained that the gumball / candy vending machine issue had come up because an individual had approached the Court about placing a gumball machine in the County buildings and a portion of the proceeds going to a specific organization. There was no written policy found to cover this issue. Anne Bramble added that the designated charity organization's that she had contacted were only getting a small percentage of the proceeds.

Commissioner Weeks moved to establish a Bid process for the individual gumball/candy type machines and at what percentage paid to the County. Judge Brown seconded the motion. The vote was 2 for (Commissioner Weeks & Judge Brown) and 3 against (Commissioners Friend, Bookter & Easingwood). Motion failed .

Commissioner Friend moved to make a policy regarding the placement or nonplacement and regulations of gumball / candy type machines. Judge Brown seconded the motion. The vote was 2 for (Commissioner Friend & Judge Brown), 2 against (Commissioners Weeks and Easingwood) and 1 abstaining (Commissioner Bookter) Motion ended in a tie.

Judge Brown moved to remove all individual type gumball/candy machines from County properties until a policy, regulating their use , can be established. Motion was seconded by Commissioner Friend and all voted in favor.

Commissioner Friend explained to the Court that he had been contacted regarding a company taking bore samples for a public utility company to establish the water table and soil types.

Judge Brown moved to approve the request from Right – of – Way Service, Inc. to take bore samples from several of the County Road Right-of-ways in Tom Green County and comply with Tom Green County

TMUTCD policy and all regulatory agencies. Motion was seconded by Commissioner Friend and all voted in favor. (Recorded with these minutes)

Commissioner Easingwood explained that a name or a number had to be established for each road in order to comply with the 911 addressing. The US Dept. of the Interior requested a name be placed on the road instead of a number.

Commissioner Easingwood moved to approve the request by the U.S. Department of the Interior Bureau of Reclamation, Great Plains Region, to name the road located near Twin Buttes Dam in Tom Green County, Precinct 4, as "Twin Buttes Marina Park Drive". Motion was seconded by Commissioner Weeks and all voted in favor of the motion. (Map recorded with these minutes)

Judge Brown moved to approve the Resolution pertaining to the Community Development program Grant Project . Motion was seconded by Commissioner Friend and all voted in favor. (Recorded with these minutes)

The cost of road signs, the billing of the cost and the responsibility of the developer to provide signs were issues discussed relating to Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. **No action was taken.**

There were no line item transfers.

June 5, 2001

Future Agenda Items:

1. Approve opening of bids for CSCD van.

Announcement:

1. There will be the annual wire recycling drive July 1st through August 2, 2001 at the Wall Co-op Gin.
2. Public Hearings regarding the redistricting will be June 6, 2001 at 7:00 PM in the Hughes Room located in the basement of the Edd B. Keyes building.
3. Toenail Trail Days will be Saturday and Sunday, June 9th & 10th, 2001 with parade beginning at 10:00 A.M Saturday.
4. Friday, June 8th, 2001 will be the American Cancer Society – Relay for Life Event at the Bobcat Stadium parking lot.
5. Budget Hearings begin tomorrow, Wednesday, June 06, 2001 at 9:00 A.M.

Meeting was adjourned at 10:51 AM.

Michael D. Brown, County Judge

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

P&I

DUE DATE	PRINCIPAL & INT. PYMTS	X FUND 23 92 CERT OBLIG	X FUND 24 93 CERT OBLIG	FUND 28 93-A CERT OBLIG	X FUND 39 94 CERT OBLIG	FUND 44 94 REFUND C.O.	X FUND 54 95 CERT OBLIG	FUND 99 98 GNOB	FUND 101 98 TAN	
02/01/99	INTEREST	\$43,456.25	\$8,287.50	\$1,590.00	\$18,685.00	\$58,295.00	\$9,337.50	\$345,309.38	\$8,016.67	
02/01/99	PRINCIPAL	\$350,000.00	\$58,287.50	\$15,000.00	\$100,000.00	\$605,000.00	\$25,000.00			
	REGISTRAR FEES	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	
08/01/99	INTEREST	\$32,518.75	\$7,087.50	\$1,215.00	\$16,585.00	\$45,438.75	\$8,762.50	\$414,371.25	\$9,620.00	
TOTAL '99		\$426,725.00	\$74,412.50	\$18,555.00	\$136,020.00	\$709,483.75	\$43,850.00	\$760,430.63	\$18,386.67	\$2,187,863.55

DUE DATE	PRINCIPAL & INT. PYMTS	FUND 23 92 CERT OBLIG	FUND 24 93 CERT OBLIG	FUND 28 93-A CERT OBLIG	FUND 39 94 CERT OBLIG	FUND 44 94 REFUND C.O.	FUND 54 95 CERT OBLIG	FUND 99 98 GNOB	FUND 101 98 TAN	
02/01/00	INTEREST	\$32,518.75	\$7,087.50	\$1,215.00	\$16,585.00	\$45,438.75	\$8,762.50	\$414,371.25	\$9,620.00	
02/01/00	PRINCIPAL	\$350,000.00	\$50,000.00	\$15,000.00	\$100,000.00	\$645,000.00	\$25,000.00		\$70,000.00	
	REGISTRAR FEES	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	
08/01/00	INTEREST	\$21,581.25	\$5,850.00	\$817.50	\$14,385.00	\$31,571.25	\$8,168.75	\$414,371.25	\$8,255.00	
TOTAL 2000		\$404,850.00	\$63,687.50	\$17,782.50	\$131,720.00	\$722,760.00	\$42,681.25	\$829,492.50	\$88,625.00	\$2,301,598.75

DUE DATE	PRINCIPAL & INT. PYMTS	FUND 23 92 CERT OBLIG	FUND 24 93 CERT OBLIG	FUND 28 93-A CERT OBLIG	FUND 39 94 CERT OBLIG	FUND 44 94 REFUND C.O.	FUND 54 95 CERT OBLIG	FUND 99 98 GNOB	FUND 101 98 TAN	
02/01/01	INTEREST	\$21,581.25	\$5,850.00	\$817.50	\$14,385.00	\$31,571.25	\$8,168.75	\$414,371.25	\$8,255.00	
02/01/01	PRINCIPAL	\$375,000.00	\$75,000.00	\$15,000.00	\$105,000.00	\$655,000.00	\$25,000.00	\$0.00	\$75,000.00	
08/01/01	INTEREST	\$10,800.00	\$3,937.50	\$408.75	\$11,917.50	\$16,506.25	\$7,562.50	\$414,371.25	\$6,773.75	
TOTAL 2001		\$407,381.25	\$84,787.50	\$16,226.25	\$131,302.50	\$703,077.50	\$40,731.25	\$828,742.50	\$90,028.75	\$2,302,277.50

DUE DATE	PRINCIPAL & INT. PYMTS	FUND 23 92 CERT OBLIG	FUND 24 93 CERT OBLIG	FUND 28 93-A CERT OBLIG	FUND 39 94 CERT OBLIG	FUND 44 94 REFUND C.O.	FUND 54 95 CERT OBLIG	FUND 99 98 GNOB	FUND 101 98 TAN	
02/01/02	INTEREST	\$10,800.00	\$3,937.50	\$408.75	\$11,917.50	\$16,506.25	\$7,562.50	\$414,371.25	\$6,773.75	
02/01/02	PRINCIPAL	\$400,000.00	\$75,000.00	\$15,000.00	\$110,000.00	\$695,000.00	\$25,000.00	\$120,000.00	\$75,000.00	
08/01/02	INTEREST	\$0.00	\$1,987.50	\$0.00	\$9,250.00		\$6,943.75	\$411,971.25	\$5,273.75	
TOTAL 2002		\$410,800.00	\$80,925.00	\$15,408.75	\$131,167.50	\$711,506.25	\$39,506.25	\$946,342.50	\$87,047.50	\$2,422,703.75

↑ 120,426

TOM GREEN COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

DATE OF SUBMISSION: 5/23/01 SUBMITTED BY: Anne Bramble

REQUEST PLACING THIS ITEM ON 6 / 5 / 2001 AGENDA

ITEM REQUESTED IS: [] FOR ACTION/CONSIDERATION [] DISCUSSION/REPORT ONLY
 [XXXX] FOR CONSENT AGENDA [] PUBLIC WORKSHOP

ITEM: (Please state how the item should appear on the agenda.)

CONSIDER SOLID WASTE REPORT FOR APRIL, 2001 – AS A MATTER OF RECORD.

BACKGROUND INFORMATION: (Details of request)

PLEASE REFER TO ATTACHED REPORT.

ALSO NOTE: 2001 CLEAN-UP COSTS WERE:

Pct. 1/3 Trash 105.87 tons @ \$23.50 ton = \$2488.00
 Brush 3.9 tons @ \$23.00 ton = \$ 71.00

1/3 Total \$2,559

Pct. 2/4 Trash 74.26 tons @ \$23.50 ton = \$1,745.11
 Brush 1.72 tons @ \$23.00 ton = \$ 39.60

2/4 Total \$1,784.67

2001 Clean-up Total Cost \$4,343.67

APRIL, FY2001
TGC SOLID WASTE REPORT
5/25/01

WALL

DATE	9-10am	10-11am	11-12am	12-1pm	TOTAL
APR 7					CLOSED
APR 14					CLOSED
APR 21					CLOSED
APR 28	2/\$6	2/\$8	0	0	\$14

	Salary	Revenue	\$14	WALL	APR 2000	APR 2001	FY '01 TO DATE	FEB FY 00 Comparison
Duncan Disposal	-\$ 25.00			Expense	-\$440.96	-\$374.90	-\$3,072.95	-\$3,059.55
WTU	-\$ 8.79			Revenue	\$169.00	\$14.00	\$790.00	\$ 1,140.00
Cellular Phone	-\$ 17.95			Loss	-\$271.96	(\$360.90)	(\$2,282.95)	(\$1,919.55)
Mrs. Its (land)	-\$ 50.00							
Total Expense	(\$374.90)							

CHRISTOVAL

DATE	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL
APR 7	2/\$8	2/\$8	0	1/\$10	2/\$13	1/\$3	\$42
APR 14							EASTER
APR 21	7/\$73	0	0	0	0	0	\$73
APR 28	4/\$18	3/\$33	1/\$4	0	2/\$11	2/\$9	\$74

	Salary	Revenue	\$189	APR 2000	APR 2001	FY '01 TO DATE	FEB FY 00 Comparison	
Duncan Disposal	-\$100.00			EXP	-\$399.20	-\$496.30	-\$3,662.53	-\$3,223.27
WTU	-\$369.34			REV	\$270.00	\$189.00	\$1,588.00	\$1,736.00
Cellular Phone	-\$ 9.01			LOSS	(\$129.20)	(\$307.30)	(\$2,074.53)	(\$1,487.27)
Total Expense	-\$ 17.95							
Total Expense	(\$496.30)							

GRAPE CREEK

DATE	8-9	9-10	10-11	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL
APR 7	3/\$11	7/\$30	7/\$53	2/\$20	2/\$11	4/\$33	3/\$37	2/\$31	7/\$91	\$324
APR 14	13/\$58	14/\$84	18/\$61	7/\$40	7/\$18	8/\$24	8/\$32	13/\$69	4/\$10	\$398
APR 21	13/\$57	7/\$80	17/\$69	7/\$40	7/\$18	8/\$23	7/\$29	13/\$69	5/\$13	\$398
APR 28	5/\$53	1/\$3	9/\$58	7/\$3/\$41	2/\$7	1/\$12	0	7/\$74	15/\$116	\$364

	Salary	Revenue	\$1,484	GRAPE CREEK	APR 2000	APR 2001	FY '01 TO DATE	FEB FY 00 Comparison
Duncan Disposal	-\$ 433.57			Expense	-\$3,233.35	-\$3,614.81	-\$24,245.10	-\$23,399.37
WTU	-\$3,137.59			Revenue	\$938.00	\$1,484.00	\$8,662.00	\$ 7,313.00
Cellular Phone	-\$ 25.70			LOSS	(\$2,295.35)	(\$2,130.81)	(\$15,583.10)	(\$16,086.37)
Total Expense	-\$ 17.95							
Total Expense	(\$3,614.81)							

APRIL 2001 SOLID WASTE COMPARISONS

	FY2001 TO DATE	SAME PERIOD FY00
EXPENSES	-\$30,980.58	-\$29,682.19
REVENUE	\$11,040.00	\$ 10,189.00
LOSS TO DATE	19,940.58	(\$19,493.19)

The City Of

San Angelo, Texas

P. O. Box 1751 - Zip 76902



May 16, 2001

Mr. Michael Brown
County Judge
Tom Green County
112 W. Beauregard
San Angelo, Texas 76903

Re: Sale of Tax Foreclosure Property(s)- Being Lot 19 & 20, Block H, Sunnyside Addition
(located next to 910 Texas Ave) - Suit Number B-97-0187-T

Dear Sirs:

The above referenced property was auctioned in a Sheriff's Sale in Decemeber 1999 with no offers received. Subsequently, the property was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The property is a 50' X 190' vacant lot located next to 910 Texas Ave.

The City has received an offer from Thomas & Lisa Delgado in the amount of \$2,000.00 for the purchase of the property. This offer will satisfy the costs of the tax suit and a portion of the taxes owed.

Listed below is a breakdown of the amounts owed.

Taxes	\$ 2,410.41
District Clerk	\$ 95.00
Sheriff's Fees	\$ 40.00
Attorney Fees	\$ 201.00
City Admin	\$ <u>146.45</u>
	\$ 2,892.86

The City Council has approved the sale of the property. This matter is now being forwarded to you for your approval. Attached is a Tax Resale Deed for your signature.

If you have any questions or require additional information, feel free to contact me at (915) 657-4212.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Carver".

Sheila Carver
Property Manag. Tech.

The City Of

San Angelo, Texas

P. O. Box 1751 - Zip 76902



May 17, 2001

Mr. Michael Brown
County Judge
Tom Green County
112 W. Beauregard
San Angelo, Texas 76903

Re: Sale of Tax Foreclosure Property(s)- Being Lot 3, Block 85, Hatcher's Addition (located off of Houston Harte) - Suit Number B-99-0081-T; Bring Lot 6, Block 23, Miles Addition (located next to 25 W 8th St) - Suit Number TAX92-0196; Being the West ½ of Lot 18 and the East ½ of Lot 19, Block 1, Buena Vista Addition (located in the 200 Block of W. 24th Street) - Suit Number TAX88-0043B

Dear Sirs:

The above referenced property was auctioned in a Sheriff's Sale with no offers received. Subsequently, the property was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The City has received an offer from Alex Sanchez in the amount of \$ 1,456.00 for the purchase of the property. This offer will satisfy the costs of the tax suit and a portion of the taxes owed.

Listed below is a breakdown of the amounts owed.

Lot 3, Block 85, Hatcher Addition - Selling Price \$ 400

Taxes	\$ 193.00
District Clerk	\$ 95.00
Sheriff's Fees	\$ 40.00
Attorney Fees	\$ 101.00
City Admin	\$ <u>146.45</u>
	\$ 575.94

Lot 6, Block 23, Miles Addition - Selling Price \$ 560.00

Taxes	\$ 532.57
District Clerk	\$ -0-
Sheriff's Fees	\$ 36.79
Attorney Fees	\$ 109.64
Leins	\$ 27.00
City Admin	\$ <u>146.45</u>
Total	\$ 852.45

West ½ of Lot 18 and the East ½ of Lot 19, Block 1, Buena Vista Addn - Selling Price \$ 496.00

Taxes	\$ 366.79
District Clerk	\$ 8.00
Sheriff's Fees	\$ 79.83
Attorney Fees	\$ 41.38
City Admin	\$ <u>146.45</u>
Total	\$ 642.45

The City Council has approved the sale of the property. This matter is now being forwarded to you for your approval. Attached is a Tax Resale Deed for your signature.

If you have any questions or require additional information, feel free to contact me at (915) 657-4212.

Sincerely,



Sheila Carver
Property Manag. Tech.



OFFICE OF THE ATTORNEY GENERAL • STATE OF TEXAS - CHILD SUPPORT DIVISION
JOHN CORNYN

May 18, 2001

The Honorable Sheri Woodfin
District Clerk, Tom Green County
112 West Beauregard
San Angelo, Texas 76903

RE: Contract Number 01-04040

Dear Ms. Woodfin,

Attached are three original copies of the above referenced contract. Please sign and return all three original copies to my attention:

Office of the Attorney General
Child Support Division, Mailcode 058-3
P. O. Box 12017
Austin, TX 78711-2017

Upon receipt of the three original signed copies, the documents will be routed to Mr. Howard G. Baldwin, Jr., Deputy Attorney General for Child Support for signature. After the documents have been signed by all parties, one original copy will be returned to you.

If you should have any questions regarding this agreement, please contact me at (512) 460-6379.

Sincerely,

Sue Myers
Government Contracts



State of Texas
CONTRACT FOR SERVICES

CONTRACT NO: 01-04040

1 INTRODUCTION

The Office of the Attorney General (hereinafter referred to as OAG) and Tom Green County, Texas (hereinafter referred to as County) hereby enter into a contract to access certain databases for the purpose of locating non-custodial parents, a Title IV-D function. This Contract is authorized by § 231.002(c) of the Texas Family Code.

2 SPECIFICATIONS

2.1 CONTRACT TERM

This Contract is effective on January 1, 2001 and shall terminate on August 31, 2003, unless terminated earlier pursuant to the Termination of Contract section below.

2.2 COUNTY OBLIGATIONS

2.2.1 County shall provide OAG Child Support Unit 108 located in San Angelo, Texas inquiry access for one user to its Imaged Documents system and to information available on its Child Support and Case Subsystem menu options. County shall assign one User ID and password to Unit 108.

2.2.2 County shall provide maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system.

2.2.3 County shall provide training for up to three (3) OAG personnel on how to access and use the Imaged Documents system and the information available on its Child Support and Case Subsystem menu options.

2.3 OAG OBLIGATIONS

- 2.3.1 OAG staff granted access to the County provided databases through the user ID/password assigned by the County shall ensure that the user ID/password is kept secure and not provided to any other person in accordance with OAG policy regarding system access and safeguarding of passwords.
- 2.3.2 OAG in order to access the County provided databases shall obtain an OAG dedicated phone line and pay for its installation and recurring charges.
- 2.3.3 OAG shall purchase appropriate Windows NT Terminal Server Client Access software to be installed on OAG equipment located at Child Support Unit 108. OAG is responsible for all costs associated with the purchase and installation of such software.
- 2.3.4 OAG shall pay County a one-time fee for the right of one user to use the Informix/Ardent database access software (uniVerse), the Windows NT Server Client Access software and the Able Term in Ableview mode software installed on the County's automated system. Each particular one-time fee amount is set forth in the Payment Section below. Should OAG request, and County allow, OAG concurrent inquiry access to County's Imaged Documents system and to information available on County's Child Support and Case Subsystem menu options, OAG shall pay County an additional one-time fee for each additional concurrent user. During the term of this Contract the one-time fee amounts set forth in the Payment Section below shall be the amounts used for the one-time fee due County for each additional concurrent user. This Subsection 2.3.4 shall survive the termination of this Contract; said termination occurring for any reason.
- 2.3.5 OAG shall pay County an annual fee for County provided maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system. The payment will be in accordance with the provisions listed the Payment Section below.

3 GENERAL REQUIREMENTS

3.1 WRITTEN NOTICE DELIVERY

- 3.1.1 Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

3.1.2 County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Sheri Woodfin (or her successor in office)
District Clerk
112 West Beauregard
San Angelo, Texas 76903

3.1.3 OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Howard G. Baldwin, Jr. (or his successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017 (Mail Code 033)
Austin, Texas 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Kathy Shafer (or her successor in office)
Deputy General Counsel
Child Support Division
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

3.2 LIAISON

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

3.3 PAYMENT

- 3.3.1 County, except as may be provided otherwise in this Section 3.3, shall bill OAG monthly for the services provided by County under this Contract during the preceding month. County shall submit invoices during the first week of each month to:

Jess Gonzalez, mail code 058-4
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

The invoice shall contain reasonable information explaining the services provided and shall be submitted in the manner and/or form reasonably specified by the OAG. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act.

- 3.3.2 OAG shall pay County an annual fee for County provided maintenance and support of the Informix/Ardent database access software (uniVerse) residing on the County system. The fee is equal to Seventy-Two and 00/100 Dollars (\$72.00) (or a proportionate amount for any partial twelve (12) month period) per concurrent user authorized to access the County provided databases. The first invoice submitted by County under this Contract shall bill for the total contract amount (One Hundred Ninety-Two and 00/100 Dollars (\$192.00)) due the County under this Subsection. Should this Contract terminate sooner than the termination date set forth in the Contract Term section above, County shall pay OAG a pro rata refund of the maintenance and support fee for the unexpired portion of the contract term. County shall make this payment within thirty (30) calendar days of the date the Contract was terminated.
- 3.3.3 OAG shall pay County a one-time fee for the right to use the Informix/Ardent database access software (uniVerse) installed on the County's automated system. The fee amount is equal to Four Hundred Forty-Five and 00/100 Dollars (\$445.00). The first invoice submitted by County under this Contract shall bill for the total amount (Four Hundred Forty-Five and 00/100 Dollars (\$445.00)) due the County, at the time of execution of this Contract, under this Subsection.
- 3.3.4 OAG shall pay County a one-time fee for the right to use the Windows NT Server Client Access software installed on the County's automated system. The fee amount is equal to Twenty-Three and 00/100 Dollars (\$23.00). The first invoice submitted by County under this Contract shall bill for the total amount (Twenty-Three and 00/100 Dollars (\$23.00)) due the County, at the time of execution of this Contract, under this Subsection.

3.3.5 OAG shall pay County a one-time fee for the right to use the able Term in Ableview mode software installed on the County's automated system. The fee amount is equal to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00). The first invoice submitted by County under this Contract shall bill for the total amount (One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)) due the County, at the time of execution of this Contract, under this Subsection.

3.3.6 Notwithstanding any other provision of this Contract, the cumulative liability of the OAG to County hereunder shall not exceed the sum of Two Thousand One Hundred Sixty and 00/100 Dollars (\$2,160.00).

4 TERMS AND CONDITIONS

4.1 NEWS RELEASES OR PRONOUNCEMENTS

News releases, advertisements, publications, declarations and any other pronouncements by the County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

4.2 TERMINATION OF THE CONTRACT

4.2.1 Termination

Either party shall have the right in each party's sole discretion and at its sole option to terminate this Contract by giving the other party thirty (30) days written notice of its intention to terminate. Exercise by either party of its right to terminate the Contract does not relieve any party of its obligations under this Contract prior to the termination.

4.2.2 Change in Federal or State Requirements

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties can not agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

4.3 DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM

4.3.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.

- 4.3.2 A County claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 4.3.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding subsection.
- 4.3.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 4.3.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 4.3.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

4.4 SECURITY OF INFORMATION

The OAG and the County agree to strictly safeguard the confidentiality of any information about individuals furnished to it by the other party in the course of meeting any of the performances required of it. The OAG and the County shall take care not to disclose such information, including particularly to any legislative body (local, state, or federal), which could tend to identify such applicants or recipients of financial or other assistance pursuant to the federal Social Security Act of 1935, as amended. Additionally, the OAG may possess confidential information and material that require protection under state law. Information furnished to the County in the course of this Contract may not be discussed, communicated, copied, extracted, or used in any manner. Upon termination of this Contract, the County shall return any and all copies of the information provided to the County within twenty-four (24) hours of notice of termination.

4.5 COMPLIANCE WITH STATE AND FEDERAL LAW

County and OAG agree to comply with all state and federal laws and regulations (including but not limited to those relating to civil rights and the Immigration reform and Control Act of 1986, 100 Stat. 3359) in the administration and performance of their duties under this Contract.

4.6 LEGISLATIVE APPROPRIATIONS

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). OAG will not be in default for nonpayment under this Contract if such appropriated funds or federal funds are not available to OAG for payment of OAG's obligations under this Contract. In such event OAG will promptly notify County, and the Contract shall terminate effective the first day following the last day of any contract period for which services have been prepaid by OAG. Upon termination of the Contract the OAG will discontinue payment hereunder.

4.7 PROVISION OF FUNDING BY UNITED STATES

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County and the Contract shall terminate effective the first day following the last day of any contract period for which services have been prepaid by OAG. Upon termination of the Contract OAG will discontinue payment hereunder.

4.8 APPLICABLE LAW AND VENUE

County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Williamson County.

4.9 HEADINGS

The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

4.10 AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

4.11 ENTIRE CONTRACT

This instrument constitutes the entire contract between the parties hereto, and all oral or written contracts between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

4.12 COUNTERPARTS

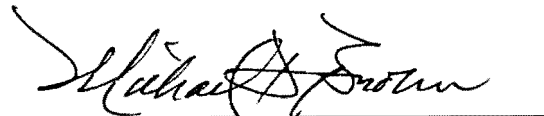
This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGREED AND ACCEPTED.

OFFICE OF THE ATTORNEY
GENERAL

TOM GREEN COUNTY

Howard G. Baldwin, Jr.
Deputy Attorney General for Child Support



The Honorable Mike Brown
County Judge



NOTICE OF COMMUNICATION
LINE INSTALLATION

DATE 5-17-01

TO THE COMMISSIONER'S COURT OF TOM GREEN COUNTY

ATTENTION COUNTY JUDGE: ✓

Formal notice is hereby given that GTE SOUTHWEST INCORPORATED will construct a communication line within the right-of-way of a County Road in TOM GREEN County, TEXAS as follows:

STARTING AT .3 MILES NORTH ON GLASS ROAD FROM INTERSECTION OF WEST GRAPE CREEK ROAD IN THE WEST ROW TO DIRECTLY BURY FOR 12 FEET, THEN BORE AND PUSH FOR 36 FEET, THEN DIRECTLY BURY FOR 9 FEET ALL IN AN EASTERLY DIRECTION AT A MINIMUM OF 36 INCHES IN DEPTH.

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

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

Construction of this line will begin on or after 5-17 ~~xxx~~ 2001.

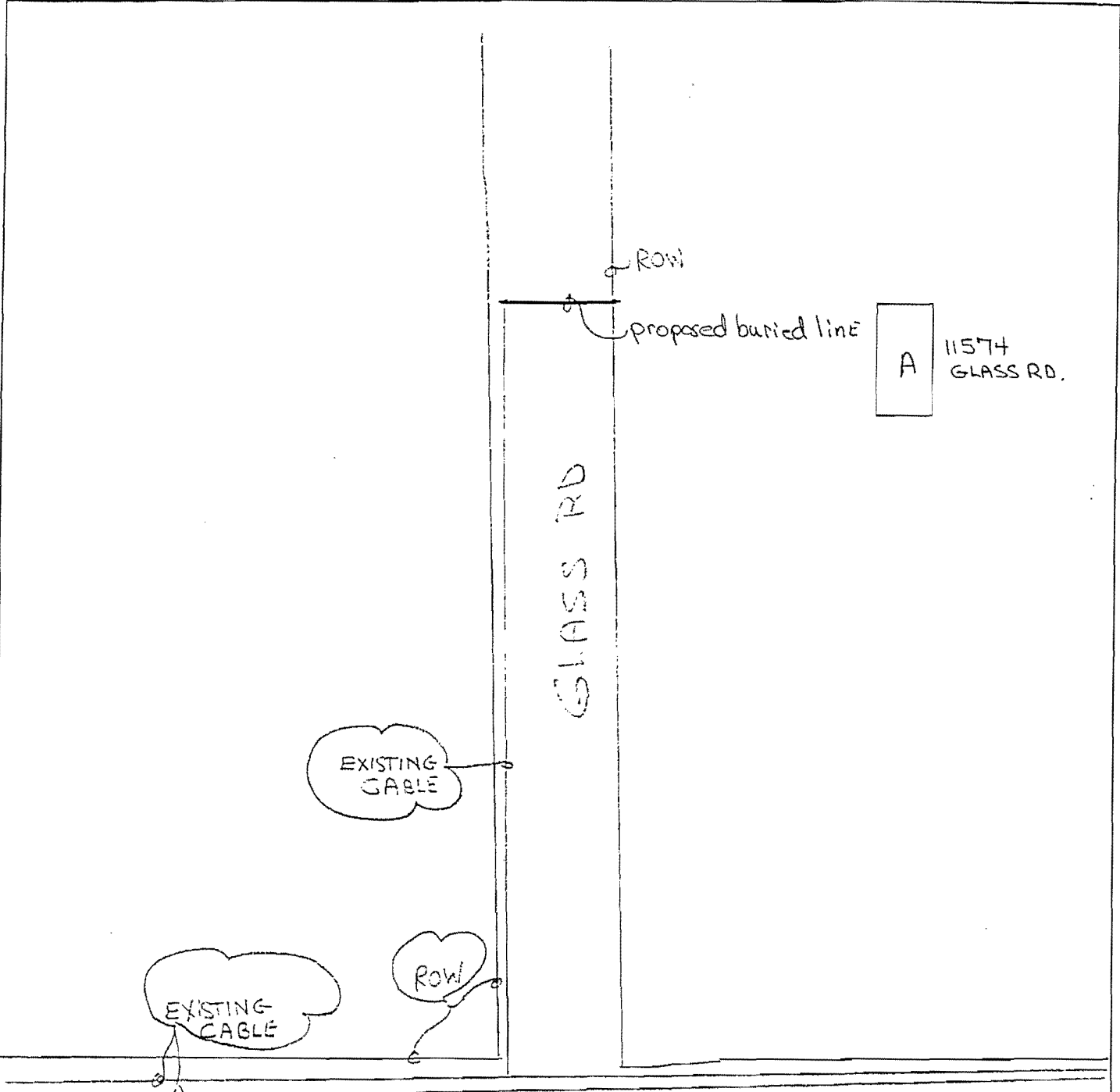
GTE SOUTHWEST INCORPORATED

By MANUEL ORTEGON 

SR. ENGINEER -- ACCESS DESIGN

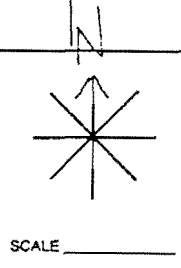
Address 2020 LOOP 306

SAN ANGELO, TEXAS 76904
(915) 949-0884 DROP 5178 I9297129

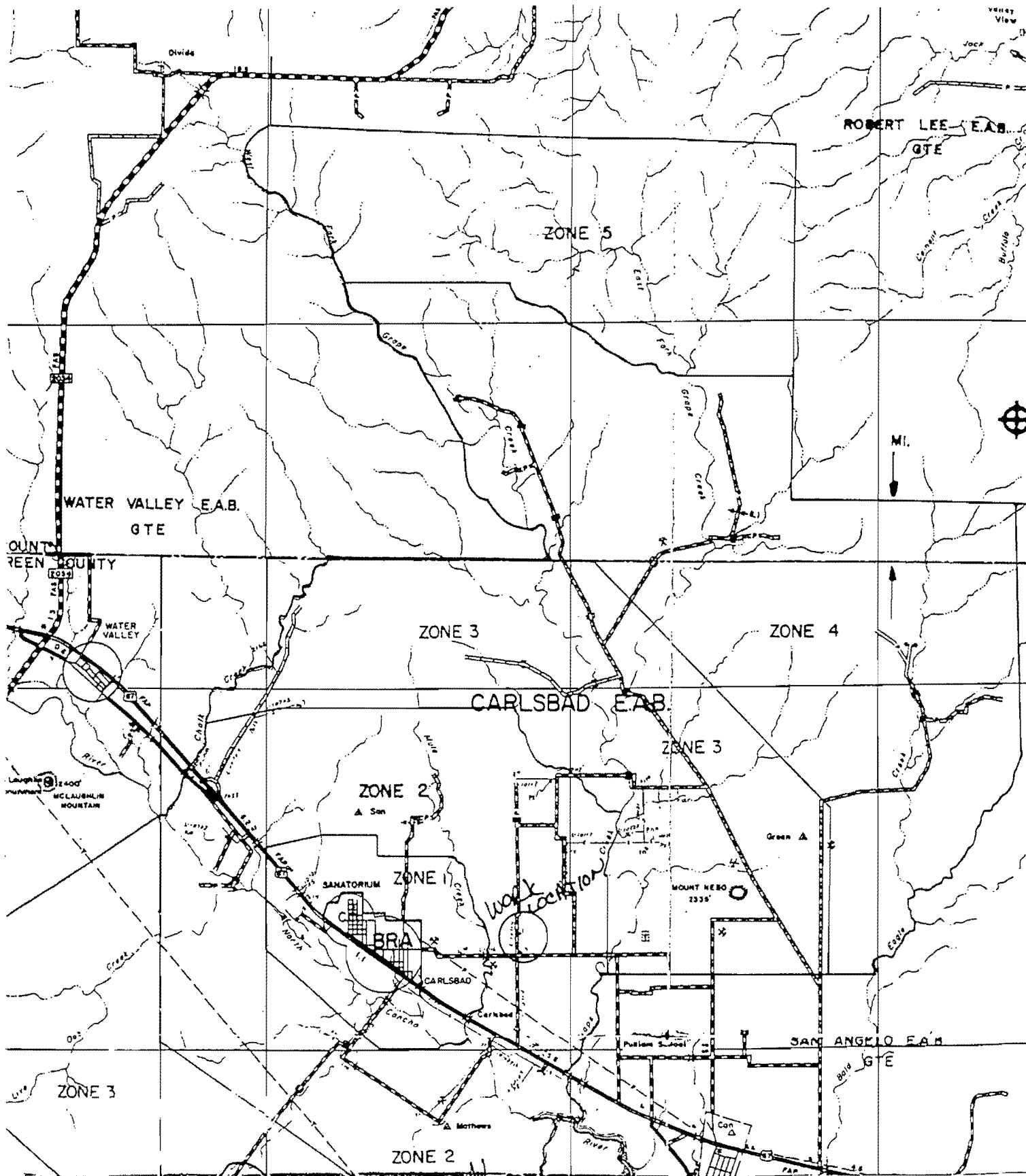


W. GRAPE CREEK RD

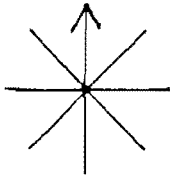
AREA WEST CENTRAL	
TAX DIST	
ENGINEERED BY BJM	DATE 5-15-01
DRAWN BY	DATE
APPROVED BY	DATE
REVISED BY	DATE



GTE Telephone Operations	
LOCATION	CARLSBAD TX
DESCRIPTION	
SHEET _____ OF _____	W.O. NO.



AREA WEST CENTRAL
 W. O. NO. _____
 TAX DIST. _____
 ENGR'D BY BJM DATE 5-15-01
 DRAWN BY _____ DATE _____
 APPROVED BY _____ DATE _____



GTE Southwest
 LOCATION CARLSBAD, TX
 DESCRIPTION _____

Herb Straach – Construction Manager, T.G.C. Jail Project
Templeton Construction Company
05-21-2001

Re: Change order request, phase III – Roof top units, return air grills
From: Don Killam – Building Maintenance Manager

Herb,

I would like to request two change orders as part of phase III – Tom Green County Court Facilities.

1. Replace the two single-zone rooftop package units located on the roof of the “old jail,” identified as “Rooftop H.V. Unit # 1” and “Rooftop H.V. Unit # 2” on plan page MPE-2, Detention and Court Facilities for Tom Green County, Job # 102-75, dated 5-15-75, J.C. McDurmitt and Assoc.-Architects.

Reason: These two units are original to the construction of the jail in 1975 and are in poor mechanical condition. For the most part, these units have run continuously for 25 years and are worn out. About nine years ago, unit # 2 blower assembly broke and because of lack of funds was “repaired” by building a plywood box to serve as a return air plenum and supply air enclosure. A single inlet curved blower was installed inside the box to act as the supply air fan. Both units have had compressors changed out several times; not always with the correct size (surplus sale compressors of various manufacture.) In order to re-roof the “old jail,” the plywood box on unit #2 will have to be removed. Now is a good time to change these units.

Both of these units are Trane, Model # SFCA-1503-HA, Type 268-413-1-A, gas fired heat – input btu/hr 400,000; electrical – 208/3 ph.

2. Change the return air grills for all of the 30 new fan coil units to a type that will house stock standard-sized air filters.

Reason: Standard-sized air filters located at the return air grills in the rooms will be cheaper to purchase and much easier to replace during scheduled filter changes. The current above-ceiling location and odd size of the air filters will make changing filters expensive, difficult and time consuming.

Thanks,

ROUTE TO:
Comm. Per 1 _____
Comm. Per 2 _____
Comm. Per 3 _____
Comm. Per 4 _____
Admin. Serv. _____

TEMPLETON CONSTRUCTION COMPANY
521 W. BEAUREGARD
SAN ANGELO, TX 76902
915/653-6904 FAX 915/658-2472

MEMORANDUM

DATE: JUNE 5, 2001

TO: TOM GREEN COUNTY COMMISSIONER'S COURT

RE: REPLACE TWO 15 TON AC UNITS

FROM: HERB STRAACH

CHANGE OUT TWO (2) 15 TON ROOF TOP AC UNITS	\$19,800.00
ENERTEL CONTROLS	2,724.00
ADDED SMOKE DETECTORS - FIRE ALARM SYSTEM	560.00
ELECTRICAL	<u>2,718.00</u>
TOTAL:	\$25,802.00

HERB STRAACH
PROJECT MANAGER

LANE WEATHER-MART, INC.
3909 N. Chadbourne
SAN ANGELO, TX 76903

(915) 653-5261
FAX (915) 655-9430

PROPOSAL

TO *Templeton*

PHONE

DATE

06/04/01

JOB NAME / LOCATION

TBC Fair -

JOB NUMBER

JOB PHONE

ATTN: Heck

We hereby submit specifications and estimates for:

*Change Out 2 - 15 ton Roof Top Units
Only!*

*Will take
Approx. 3 1/2 weeks
for Delivery*

\$ 19,800⁰⁰

*price does not
include filter returns
air filters*

2 - Trane Units

Add for Bimetal Control - \$ 2,724⁰⁰

*Add for Smoke Detector and
put on fire alarm system 560⁰⁰*

Regulated by the Texas Department of Licensing and Registration, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202.

We Propose hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of:

dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within
days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

**SanSing Electric Co.
P.O. Box 60141
San Angelo, TX 76901
(915) 655-3165
Fax: 653-6892**

JOB PROPOSAL

DATE 6/04/01

SUBMITTED TO: TEMPLETON CONSTRUCTION

ATTENTION:HERB STRAACH

JOB NAME: TOM GREEN COUNTY JAIL PHASE II. DISCONNECT AND
AND REWIRE TWO ROOF TOP A.C. UNITS.

ESTIMATOR: SANSING ELECTRIC - BY:

Robert Sansing

QUOTE-TOTAL= \$ 2,718.00

PLEASE SEE ATTACHED MATERIAL BREAKDOWN.

6-4-01
T.G.C.J. — Chem. A.P. Units.

780.⁰⁰ 2-100 Amp 3 Q H-3R-Disconnect.
270.⁰⁰ 2-Sets: 200A to 100A Fuse Reducers w/ Fuses
40.⁰⁰ 2-2x1-6' Ring Box
15.⁰⁰ 30' 1" E.M.T.
45.⁰⁰ 2-1" L.B.
30.⁰⁰ 100' T.L.W.
12.⁰⁰ 8-1" R.T. Conn.
6.⁰⁰ 4-1" R.T. Coup.

1198 Total Material.

1200.⁰⁰ LABOX - 2 mes. 16 Pis.

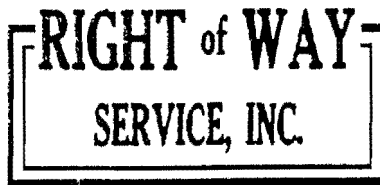
2398.⁰⁰ Sub Total.

240.⁰⁰ O.H.

80.⁰⁰ Bond.

2718.⁰⁰ QUOTE.

- RIGHT OF WAY ACQUISITION
- ABSTRACTING & TITLE RESEARCH
- PERMITTING & SURVEYING
- DAMAGE CLAIM SETTLEMENT



106 S. CHADBOURNE
SAN ANGELO, TEXAS 76903
E-MAIL: rows69@aol.com
BUS: 915 / 657-2810
FAX: 915 / 657-2887

May 21, 2001

Commissioner Clayton Friend, Precinct 1
Tom Green County Courthouse
112 W. Beauregard
San Angelo, Texas 76903

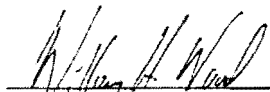
Dear Mr. Friend:

Right of Way Service, Inc. is requesting permission to take core bore samples on several county road right-of-ways in Eastern Tom Green County. These core bore samples are in reference to a public utilities project, a proposed 345 kV transmission line constructed by the Lower Colorado River Authority, and will be used to determine soil types and depths needed to engineer the project. Drash Consulting Engineers, Inc., out of San Antonio, will be conducting the testing. For location of the testing, please see the attached map.

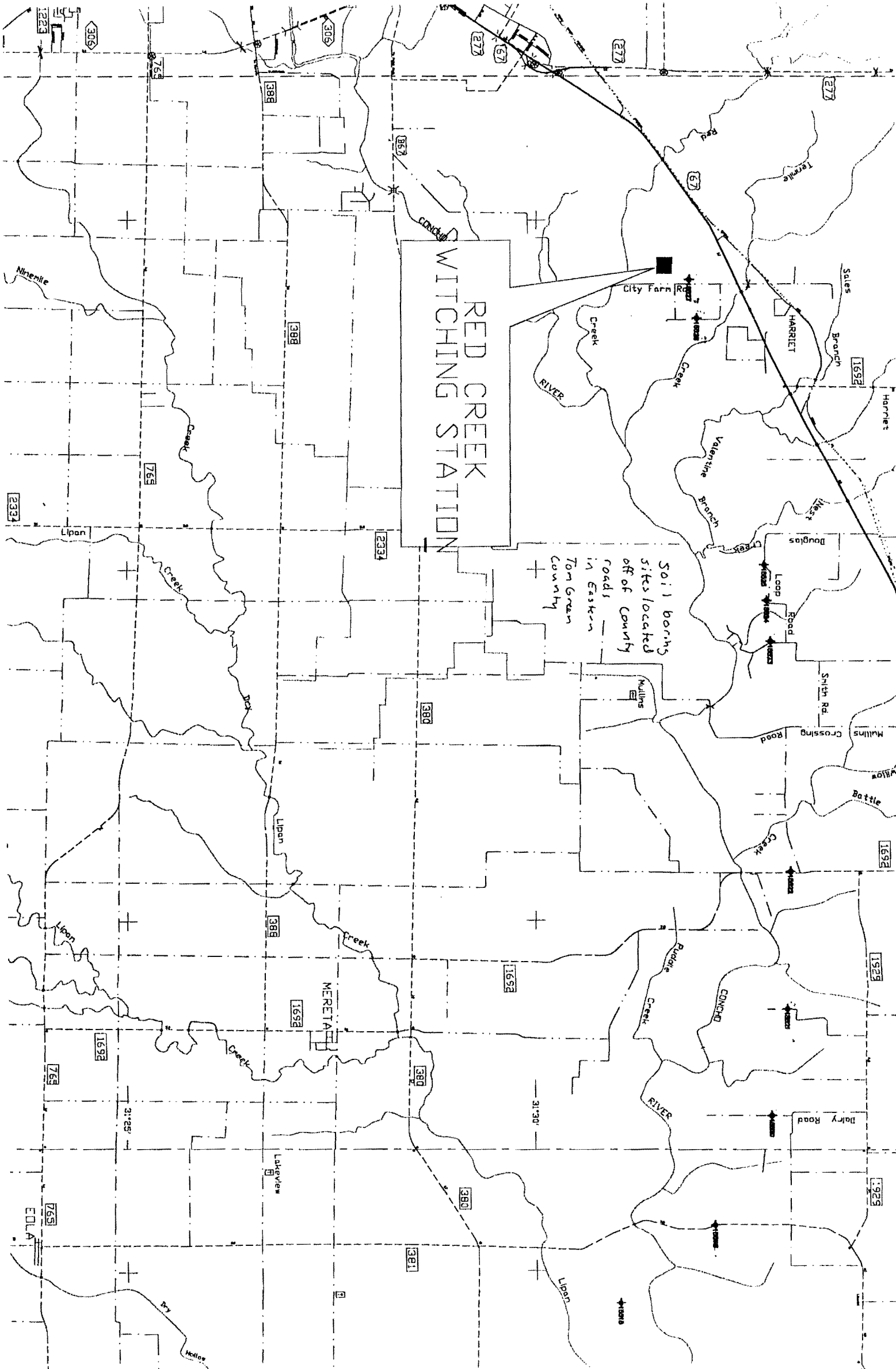
The bores will be approximately 3-6" in diameter, ranging from 25-30' in depth. All safety issues will be adhered to in accordance with TMUTCD policy. Bores will have to be left open for a 24-hour period in order to conduct a perk test for determining the water levels at the bore sites. All holes will be covered during this 24-hour period and will be refilled after the testing is completed. Dig test will be notified at all bore locations. You will be notified 24 hours prior to all drilling

Thank you,

Right of Way Service, Inc.



William H. Wood



RED CREEK SWITCHING STATION

Soil borings sites located off of county roads in Eastern Tom Green County

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSIONERS' COURT OF TOM GREEN COUNTY, TEXAS, AUTHORIZING THE SIGNATORS ON FINANCIAL DOCUMENTS PERTAINING TO THE COUNTY'S 2001 TEXAS COMMUNITY DEVELOPMENT PROGRAM GRANT PROJECT FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY.

WHEREAS, Tom Green County was funded under the 2001 Texas Community Development Program from the Texas Department of Housing and Community Affairs, and

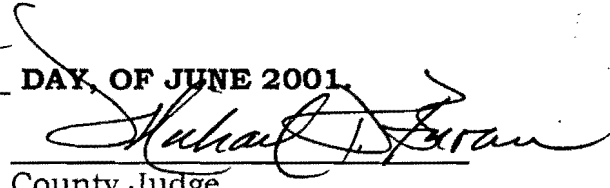
WHEREAS, it is necessary to designate three (3) persons to sign financial documents relating to the 2001 Texas Community Development Program - Grant Project;


NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF TOM GREEN COUNTY, TEXAS:

1. The following persons are authorized to sign financial documents that pertain to the 2001 Texas Community Development Program grant:

**Michael D. Brown
Stanley Liles
Elizabeth McGill**

PASSED AND APPROVED THIS 5 DAY OF JUNE 2001.


County Judge
Tom Green County


County Clerk
Tom Green County