

**Tom Green County Commissioners' Court  
September 10, 2002**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session September 10, 2002 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  
Michael D. Brown, County Judge

**County Judge, Mike Brown, called the meeting to order at 8:35AM**

The Pledge of Allegiance was recited and **Bishop Michael D. Pfeifer of the San Angelo Catholic Diocese** offered the invocation.

**3. Commissioner Friend moved to approve the Consent Agenda) as presented. The motion was seconded by Commissioner Weeks:**

- A. Approved the minutes of the from the Regular Meeting, August 27, 2002 as presented.
- B. Approved the Minutes from the Accounts Allowable from 8/28 - 30/02 in the amount of \$1,008,179.29, and from 8/31/02 – 9/10/02 in the amount of \$288,802.15 for a combined total of \$1,296,981.44; Purchase Orders from 8/26-30/02 in the amount of \$31,531.81 and from 9/3-6/02 in the amount of \$11,664.56 for a total of \$43,196.37.
- C. Accepted Personnel Actions as presented:

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

<b><u>NAME</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>ACTION</u></b>	<b><u>EFF. DATE</u></b>	<b><u>GRADE /STEP</u></b>	<b><u>SALARY</u></b>
Bumann, Angela R.	County Extension	New Hire	09/04/02	P/T	\$ 6.25 /HR
Vogler, Tessa L.	Environmental Control	New Hire	09/03/02	N/A	\$ 832.10 S/M
Jackson, Frank O. "TJ"	Jail	Correct Eff. Date	08/31/02	16/1	\$ 832.10 S/M
Mayberry, Rebecca B.	Jail	Rehire	09/07/02	16/1	\$ 832.10 S/M
*Gayoso, Keneth B.	Juv Detention (043)	Prom. & Stat. Chg.	09/05/02	N/A	\$ 791.66 S/M
Lin, Jerry P.	Library	New Hire	09/04/02	21/1	\$1065.33 S/M

\* Went from Standby to Full-Time

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

<b><u>NAME</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>ACTION</u></b>	<b><u>EFF. DATE</u></b>	<b><u>GRADE /STEP</u></b>	<b><u>SALARY</u></b>
Moore, Dawn M.	District Attorney	Resignation	08/31/02	P/T	\$ 6.15 /HR
Jackson, Jessica R.	District Clerk	Resignation	09/13/02	Temp	\$ 6.00 /HR
Flores, Nicole G.	Information Technology	Dismissal	09/06/02	7/1	\$ 533.72 S/M
Barron, Donald W.	CRTC (235)	Trnfr & Promotion	09/03/02	N/A	\$ 751.42 S/M
McLemore, James N.	CRTC (235)	Resignation	08/31/02	N/A	\$ 773.96 S/M
Mullins, Willard W.	CRTC (235)	Rehire	09/03/02	N/A	\$ 751.42 S/M
Conway, Rashad A.	CSCD (255)	New Hire	09/01/02	N/A	\$1021.96 S/M
Custer, Shawn J.	CSCD (218)	Salary Increase	09/01/02	N/A	\$ 8.17 /HR
Schnitzer, Diane W.	CSCD (218)	New Hire	09/01/02	N/A	\$1021.96 S/M

- D. Acknowledged the Release in Full of All Claims in Cause #C-01-1443-C styled Victor C. Carbajal vs. Tom Green County in the amount of \$10,000.00.
- E. Approved the Caliche Purchase Agreement between Jerry D. Bannister and Tom Green County located in Precinct #3. (Recorded with these minutes)
- F. Approved the request from Verizon Southwest to place communication line in ROW starting at the southeast corner of Cooper Ave. and Commerce St. for 70 feet in a southeasterly direction, then bore for 112 feet, then bury for an additional 360 feet.
- G. Approved request by Verizon Southwest to place a 2 inch GT80 communication line:
  - 1. Under Myrtle Oak Road by boring south to north starting .6 of a mile west of Post Oak Rd., bore to 51 feet and bored at a minimum depth of 30 inches.
  - 2. Under Atkins Lane by boring 48 feet from north to south at a location 1,980 feet east of Toe Nail Trail at a minimum depth of 30".

3. Under Walnut Grove Road 1 mile north of W. Grape Creek Road by boring west to east 41 feet across at a minimum depth of 30 inches.

H. Approved request by the City of San Angelo to sell the following tax foreclosure property:

1. Lot 13, Block 2, Eastland Heights to Mackle E. & Jacqueline P. Roberts for the sum of \$550.00.
2. Lot 6, Block 6, Ben Ficklin Addition to Senaida and Lydia Ortiz for the sum of \$1,000.00.
3. Lot 5 and the East 8 feet of Lot 4, Block 30, Fort Concho Addition to Minnie Magallan, David Jasso and Diana Martinez for the sum of \$2,477.00.
4. East ½ of Lot 1, Block 3, Merrick Addition to Ruben and Minnie Magallan for the sum of \$1,313.00.

**All voted in favor of the motion.**

5. The following Departments received United Way Awards from the previous campaign:

Richard Easingwood, Commissioner Precinct #4 –Platinum Award

Michael D. Brown, County Judge-----Platinum Award

Other Awards made to Departments:

Library	District Attorney	Sheriff	Purchasing
Indigent Health	Treasurer	Administration	Elections
Extension Services	Tax Assessor/Collector	Health Department	
Building Maintenance	Juvenile Justice Center	County Clerk	
Community Supervision & Corrections (2 awards)	Veterans		
Roy K. Robb Post Adjudication Center	County Attorney		
Information Technology	District Courts	Road & Bridge	
Jodie Weeks, Commissioner Precinct #3		Appraisal District	
Karl Bookter, Commissioner Precinct #2			

2002-2003 United Way County Committee Members:

Larry Justiss – Library

Molly Taylor- Elections

Chris Taylor- County Attorney

This years theme:

“Pay it Forward”

7. **Mr. & Mrs. Sylvan Polunsky** presented the County with a framed replica of “Putto with Dolphin” which is a print of the statue on top of the Courthouse Fountain. The statue on the fountain is a replica of the original which is displayed at the Saint Palace in Italy. The print will be displayed in the Tom Green County Library.
8. Molly Taylor, Elections Administrator, explained to the Court that the change of polling places had come as a suggestion from the Republican Party Committee and had been agreed to by the Democratic Party Committee and Chairman. This would be less of a hardship on the large number of senior citizens that vote in Box 459. **Commissioner Weeks moved to change the physical location of the polling place for Election Precinct 459, from the San Angelo Convention Center to the Rio Concho Patio Home Recreation Room located at 405 Rio Concho Drive. The motion was seconded by Commissioner Friend and all voted in favor.**
9. **Judge Brown moved to adopt: A Resolution by the Tom Green County Commissioners’ Court Requesting the Texas Transportation Commission to Consider Supporting the Ports-to-Plains Corridor San Angelo Reliever Route. Commissioner Friend seconded the motion and all voted in favor.**
10. **Judge Brown moved to approve the CalTech Computer Hardware and Software Consulting Contract as a matter of record. Commissioner Bookter seconded the motion and all voted in favor.**
11. **Judge Brown moved to ratify the move of the District Clerk into the former of office of the County Judge. Commissioner Friend seconded the motion and all voted in favor.**
12. **Judge Brown moved to approve the Agreement with the Skiles Company and Larry Skiles, for Financial Advisory Services relative to our dead issues and allow the County Judge to sign the contract. Commissioner Weeks seconded the motion and all voted in favor.**

6. John Begnaud, Horticulturist, Brandon Asbill, 4-H Youth Development, Marvin Ensor, Agriculture and Allen Ahlschwede, Attorney, requested for the Court to adopt a resolution dedicating the use of certain real property to the Tom Green County 4-H to enable them to secure additional funding from various foundations.

**Commissioner Bookter moved to adopt a Resolution to Dedicate the Use of Certain Real Property (being 20 acres of land out of J.Fenner Survey 1, Abstract 4985) for the use of the Tom Green County 4-H Club as a site for a permanent multi-purpose 4-H program facility. The motion was seconded by Commissioner Weeks and all voted in favor.**

13. **Judge Brown moved to approve a Resolution authorizing submission of 2003-2004 Texas Community Development Program Grant from the Office of Rural Community Affairs for the Christoval Water Project. Commissioner Bookter seconded the motion and all voted in favor.**

14. **Judge Brown moved to approve the firm of Municipal Consulting Agency as our designated Planning/Management Firm for the Christoval Water Project in the Texas Community Development Program Grant and the Firm of GSW, Inc. as the designated Consulting Engineering Firm. Commissioner Weeks seconded the motion and all voted in favor.**

15. Doug Seamans, Parks and Wildlife Game Warden, David Faison, Sheriff's Deputy, and Chris Taylor, County Attorney asked for some rules to be put into place regarding discharging firearms/hunting in the rural subdivisions where the houses are in close proximity of each other in order to avoid any further accidents or injuries from transpiring. **Local Government Code 235.022 Authority to Regulate "To promote the public safety, the commissioners' court of a county by order may prohibit or otherwise regulate the discharge of firearms on lots that are 10 acres or smaller and are located in the unincorporated are of the county in a subdivision."** Adopted May 9, 2000 by the Commissioners' Court of Tom Green County. This was the only issue discussed regarding the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

16. **Judge Brown moved to approve the following line item transfers:**

**Fund: 001 General Fund**

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
002 Purchasing	0388 Cellular Phones/Pagers	275.00	
002 Purchasing	0405 Dues & Subscriptions	65.00	
002 Purchasing	0428 Travel & Training	456.00	
002 Purchasing	0435 Books	4.00	
002 Purchasing	0109 Salary/Supervisor		800.00
003 County Clerk	0405 Dues & Subscriptions	100.00	
003 County Clerk	0428 Travel & Training	275.00	
003 County Clerk	0301 Office Supplies		375.00
036 County Treasurer	0428 Travel & Training	302.90	
006 County Court Collections	0428 Travel & Training		302.90
006 County Court Collections	0400 Professional Services	275.00	
006 County Court Collections	0105 Salary/Employees		275.00
008 Information Technology	0388 Cellular Phones/Pagers	520.00	
008 Information Technology	0428 Travel & Training		520.00
008 Information Technology	0482 Capitalized Software	13,345.00	
008 Information Technology	0469 Software Expense		9,990.00
008 Information Technology	0445 Software Maintenance		3,355.00
008 Information Technology	0678 Contract Services	11,475.00	
008 Information Technology	0105 Salary/Employees		10,000.00
008 Information Technology	0109 Salary/Supervisor		1,475.00

053 Constable Precinct #4	0301 Office Supplies	100.00	
053 Constable Precinct #4	0388 Cellular Phone/Pager	154.00	
053 Constable Precinct #4	0403 Bond Premiums	50.00	
053 Constable Precinct #4	0475 Equipment	400.00	
053 Constable Precinct #4	0105 Salary/Elected Official		704.00

**Fund:** 001 General Fund/006 Road & Bridge 2/4

081 Parks & Solid Waste	0572 Hand Tools & Equipment	2,049.40
199 Road & Bridge 2/4	0573 Road Equipment	31,475.85

(To reclassify proceeds from Surplus sales)

**Fund:** Road & Bridge Prct 1&3

198 Road & Bridge Prct 1&3	0514 Special Projects	15,500.00
198 Road & Bridge Prct 1&3	0571 Automobiles	7,444.00
198 Road & Bridge Prct 1&3	0573 Road Equipment	10,507.00
198 Road & Bridge Prct 1&3	0356 Maintenance & Paving	33,451.00

**Commissioner Friend seconded the motion and all voted in favor.**

**Future Agenda Items:**

1. Consider accepting the Extension Service travel reports.
2. Consider Space Allocation Committee recommendations.
3. Consider issues relating to damage of County property from skate boards.
4. Consider issues relating to the enforcement of fines for destruction of roads created by cuts made by plows.

**Announcements:**

1. Tessa Vogler was introduced as the New Sanitation Officer for the City/County Health Department.
2. There will be a meeting tonight at the CJ Davidson Center at ASU for the Master Plan for the State Park.
3. The Secretary of State will be the guest speaker at the Chamber of Commerce Luncheon today.
4. September 11<sup>th</sup> is Patriots Day.

**The meeting was adjourned at 10:15 AM.**

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Michael D. Brown, County Judge

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

TGC CALICHE PURCHASE AGREEMENT

I Jerry O Bannister hereby agree to sell caliche to Tom Green County, from the \_\_\_\_\_ Caliche pit located at Spring St, a machin Rd in Tom Green County Precinct 3.

I agree to sell the caliche for the sum of .50 per yard or \$ 2.50 per five yard load.

I understand that the caliche will be removed from my property at the discretion of the county Road and Bridge Superintendent.

I also understand that the County's Road Superintendent will submit invoices for any caliche removed to the County Treasurer for payment.

9-5-02  
Date

Jerry O. Bannister  
Name

Jerry O Bannister  
Signature

Box 95  
Address

Water Valley, Tex 76958  
City, State, Zip

Acknowledged in Commissioners Court this the 10<sup>th</sup> day of September, 2002.



NOTICE OF COMMUNICATION  
LINE INSTALLATION

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Date: 07-01-2002

TO THE COMMISSIONER'S COURT OF Tom Green COUNTY

ATTENTION COUNTY JUDGE:

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

Starting at 6/10 of a mile West of intersection with Post Oak Rd. on Myrtle Oak Rd in the South ROW to bore and push a 2 inch GT80 from ROW to ROW for 51' in a Northlery direction to end at this point. All to be a minimum of 30 inches in depth.

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

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

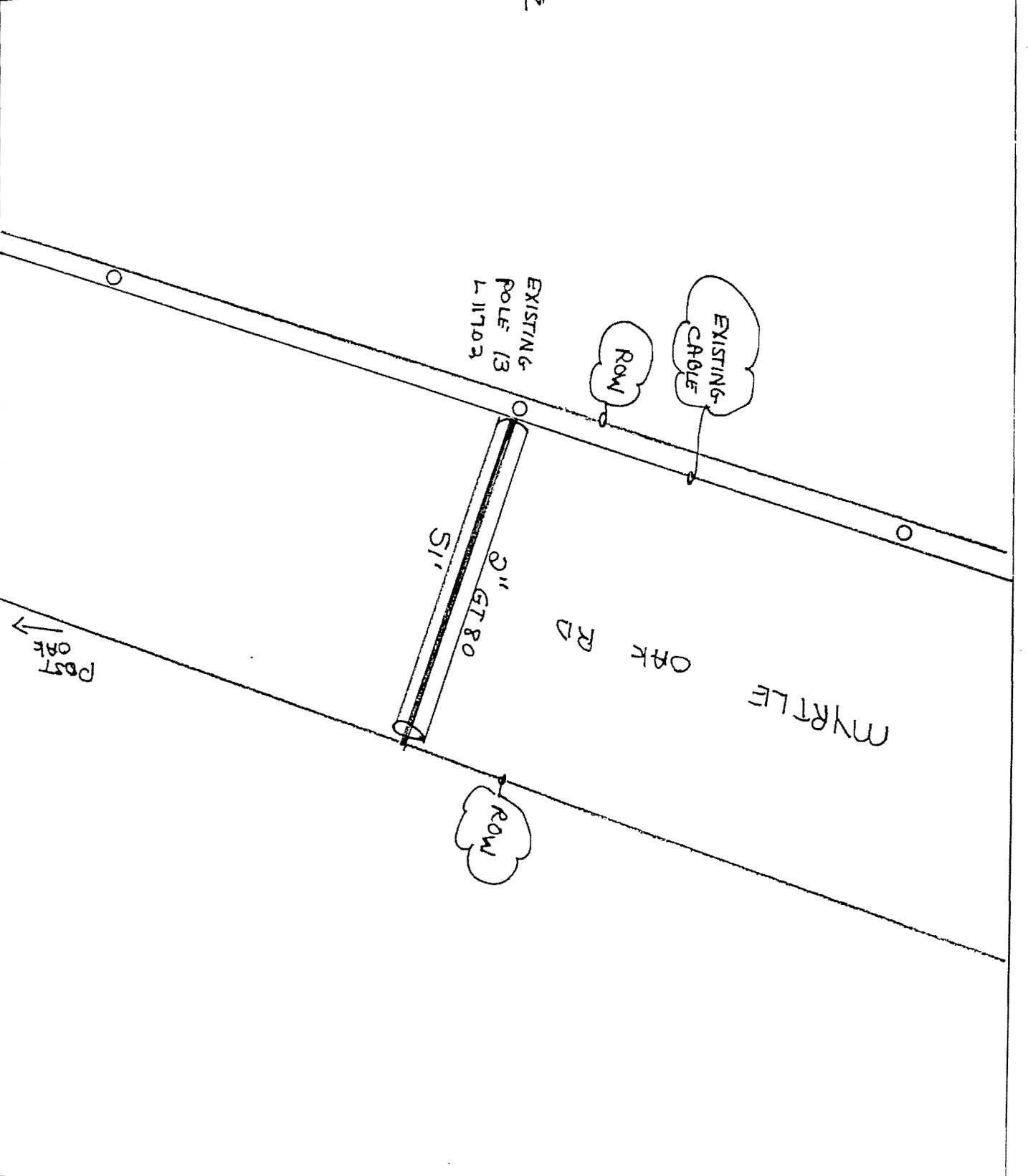
Construction of this line will begin on or after July 8, 2002 .

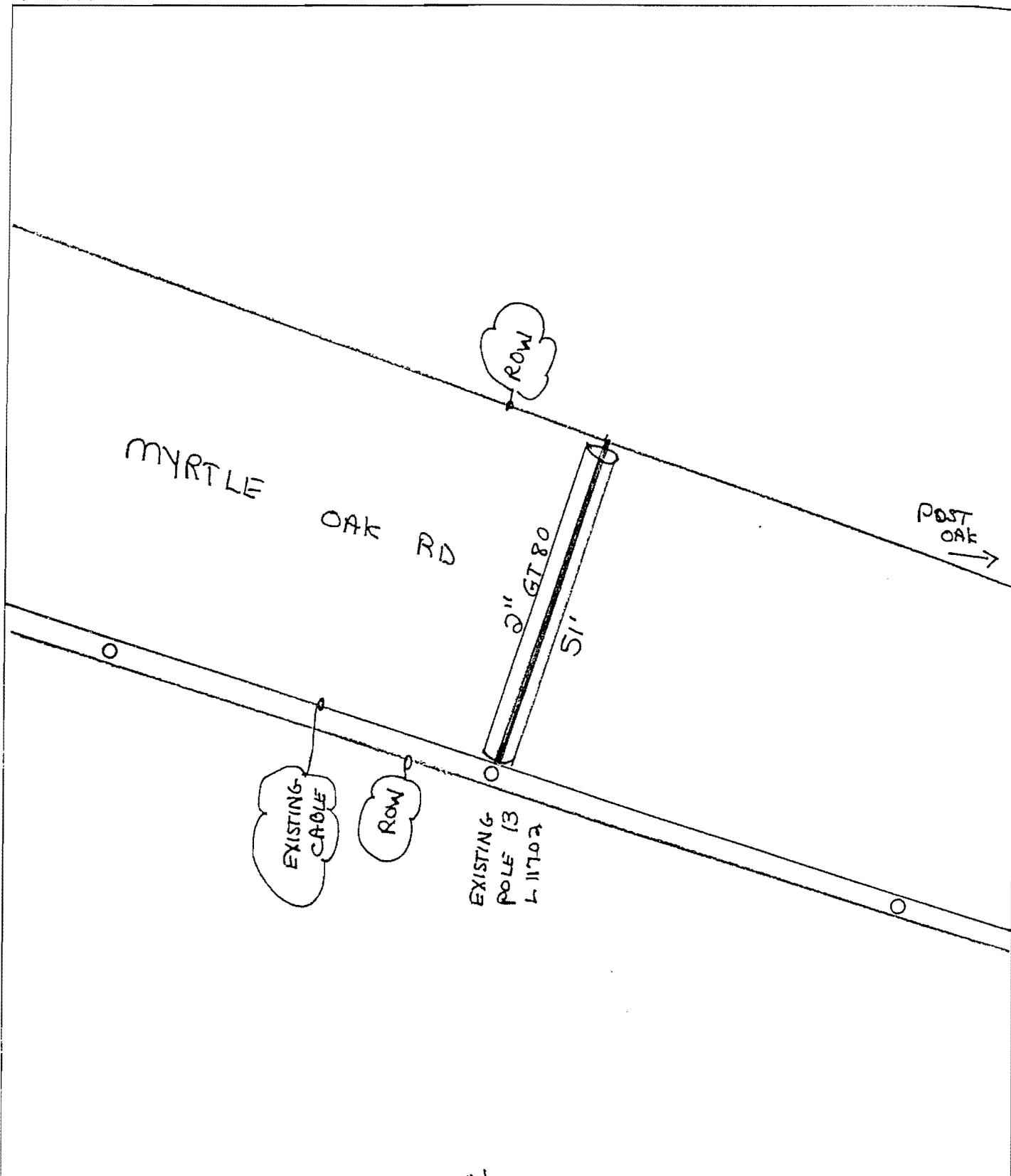
VERIZON SOUTHWEST

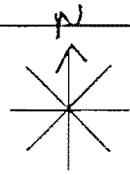
BY: MANUEL ORTEGON   
SR. ENGINEER - ACCESS DESIGN  
ADDRESS: 2020 LOOP 306  
SAN ANGELO, TEXAS 76904  
(915) 949-0884

WORK ORDER#: 9P001DB  
EXCHANGE: 5113- Carlsbad, Tx

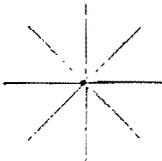
REVISIONS	DATE	BY
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6	7-1-03	BDM
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100	7-1-03	BDM





AREA <b>WEST CENTRAL</b>		 SCALE _____	GTE Telephone Operations		
TAX DIST <b>9P0010B</b>			LOCATION <b>CARLS BAD, TX</b>		
ENGINEERED BY <b>BJM</b>	DATE <b>7-1-02</b>		DESCRIPTION <b>BALDILLEZ</b>		
DRAWN BY <b>BJM</b>	DATE <b>7-1-02</b>				
APPROVED BY	DATE				
REVISED BY	DATE	SHEET _____ OF _____		W.O. NO.	

ADDRESS CITY STATE ZIP	PHONE NUMBER	NAME OF OFFICE	NAME OF OFFICE
DESCRIPTION BALLET	DATE 7-1-02	NAME Bm	NAME Bm
LOCAL OR DISTRICT	DATE 7-1-02	NAME Bm	NAME Bm
CITY GLE Southwest	NAME WEST CENTRAL	NAME WEST CENTRAL	NAME WEST CENTRAL



# TOM G COUNTY

SERVICES:  
 Sunday 10:30 AM & 5:00 PM  
 Wednesday 7:00 PM  
 Home of  
 SOUTHWEST BIBLE INSTITUTE  
 3200 San Antonio  
 949-7579

OF GOD  
 Joe Stone - Pastor  
 Sunday School 9:30 AM  
 Morning Worship 10:30 AM  
 Sunday Evening Worship 6:00 PM  
 Wednesday Evening Worship 7:00 PM  
 1442 Edmund Blvd  
 949-9482

CHURCH  
 - Established 1908 -  
 949-8045  
 Worship 10:00 a.m.  
 Worship 11:00 a.m.  
 Worship 7:00 p.m.  
 Vice Wednesday 7:00 p.m.  
 Service Wednesday 7:30 p.m.



NOTICE OF COMMUNICATION  
LINE INSTALLATION

---

Date: 07-01-2002

TO THE COMMISSIONER'S COURT OF Tom Green COUNTY

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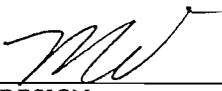
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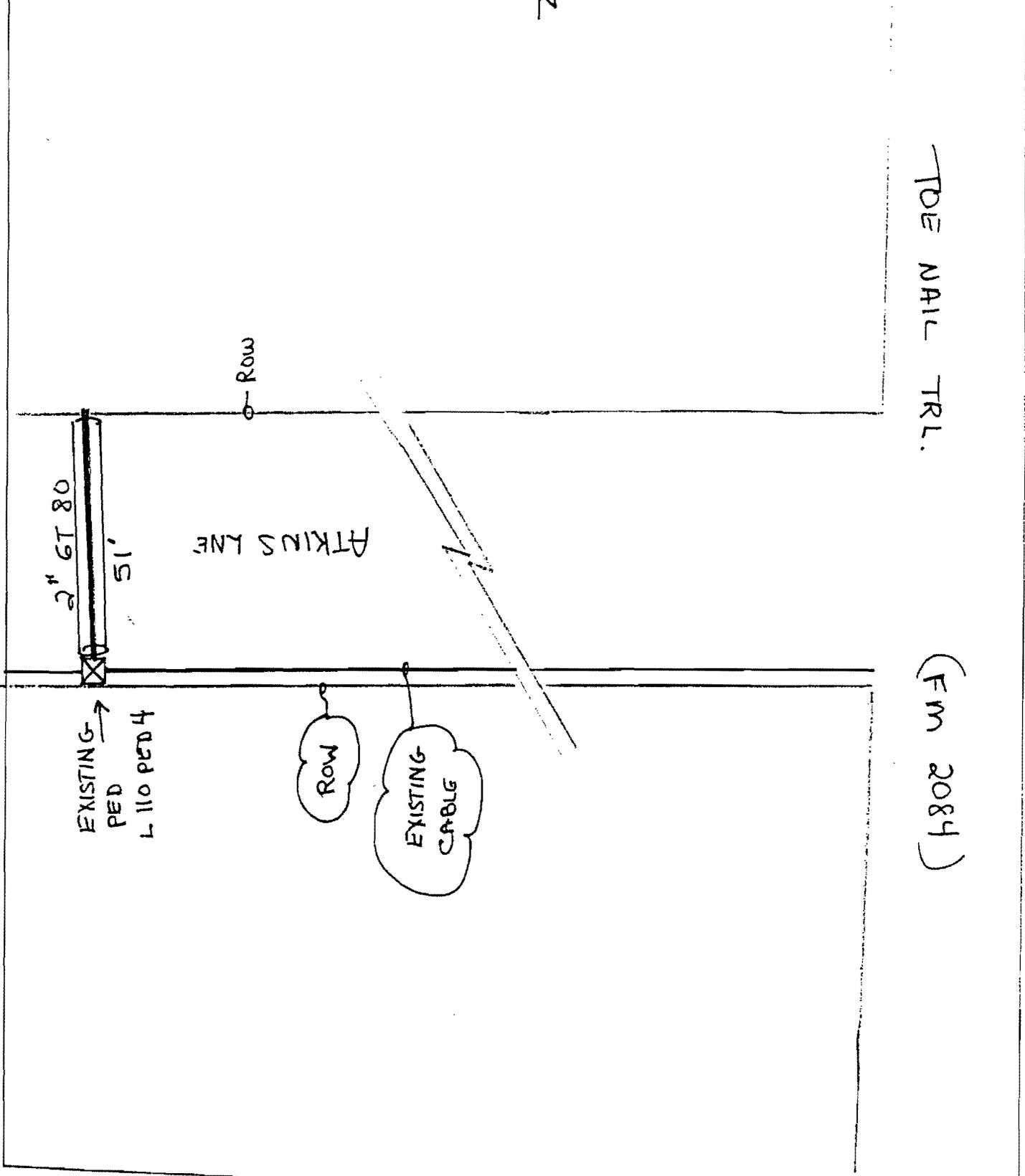
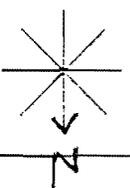
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VERIZON SOUTHWEST

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

WORK ORDER#: 9P001DB  
EXCHANGE: 5114- Christoval, Tx

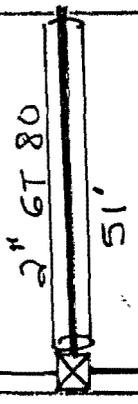
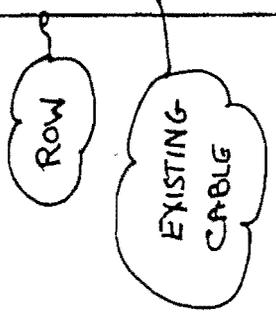
REVISION BY	DATE	SCALE	SHEET	OF	WO NO.
APPROVED BY	DATE				
DRAWN BY	DATE				
CHECKED BY	DATE				
PROJECT					
LOCATION					
WEST CENTRAL					
9900108					
B3M					
7-1-02					
B3M					
7-1-02					
GTE Telephone Operations					
CHRISTIAN, TX					
AMY SCOTT					



TOE NAIL TRL.

(FM 2084)

EXISTING PED L 110 PED 4



ATKINS LANE

Row



NOTICE OF COMMUNICATION  
LINE INSTALLATION

---

Date: 07-01-2002

TO THE COMMISSIONER'S COURT OF Tom Green COUNTY

ATTENTION COUNTY JUDGE:

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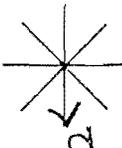
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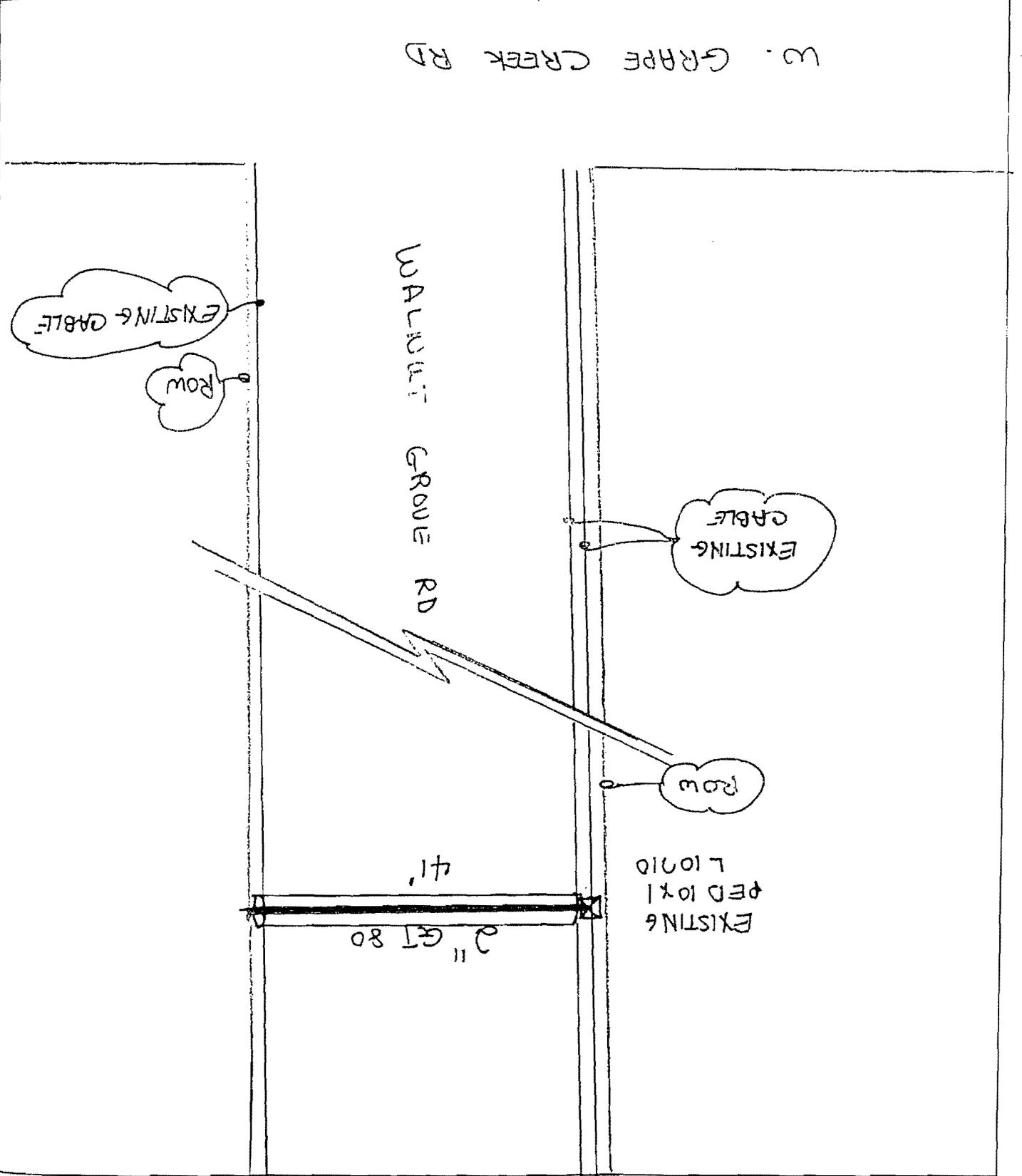
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VERIZON SOUTHWEST

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

WORK ORDER#: 9P001DB  
EXCHANGE: 5113- Carlsbad, Tx

REVISION BY	DATE	SCALE	SHEET	OF	W.O. NO.
APPROVED BY	DATE				
DRAWN BY	DATE		DESCRIPTION	LOCATION	AREA
ENGINEERED BY	DATE				
TAX DIST					



**SCHEDULE**

School ..... 10:00 a.m.  
 Worship ..... 11:00 a.m.  
 Worship ..... 7:00 p.m.  
 Service Wednesday ..... 6:00 p.m.  
 Service Wednesday ..... 7:30 p.m.

- Established 1968 -

Number **949-8045**



**JOE STONE**  
 Joe Stone - Pastor

Sunday School 9:30 AM  
 Morning Worship 10:30 AM  
 Sunday Evening Worship 6:00 PM  
 Wednesday Evening Worship 7:00 PM

1442 Edmund Blvd  
**949-9482**

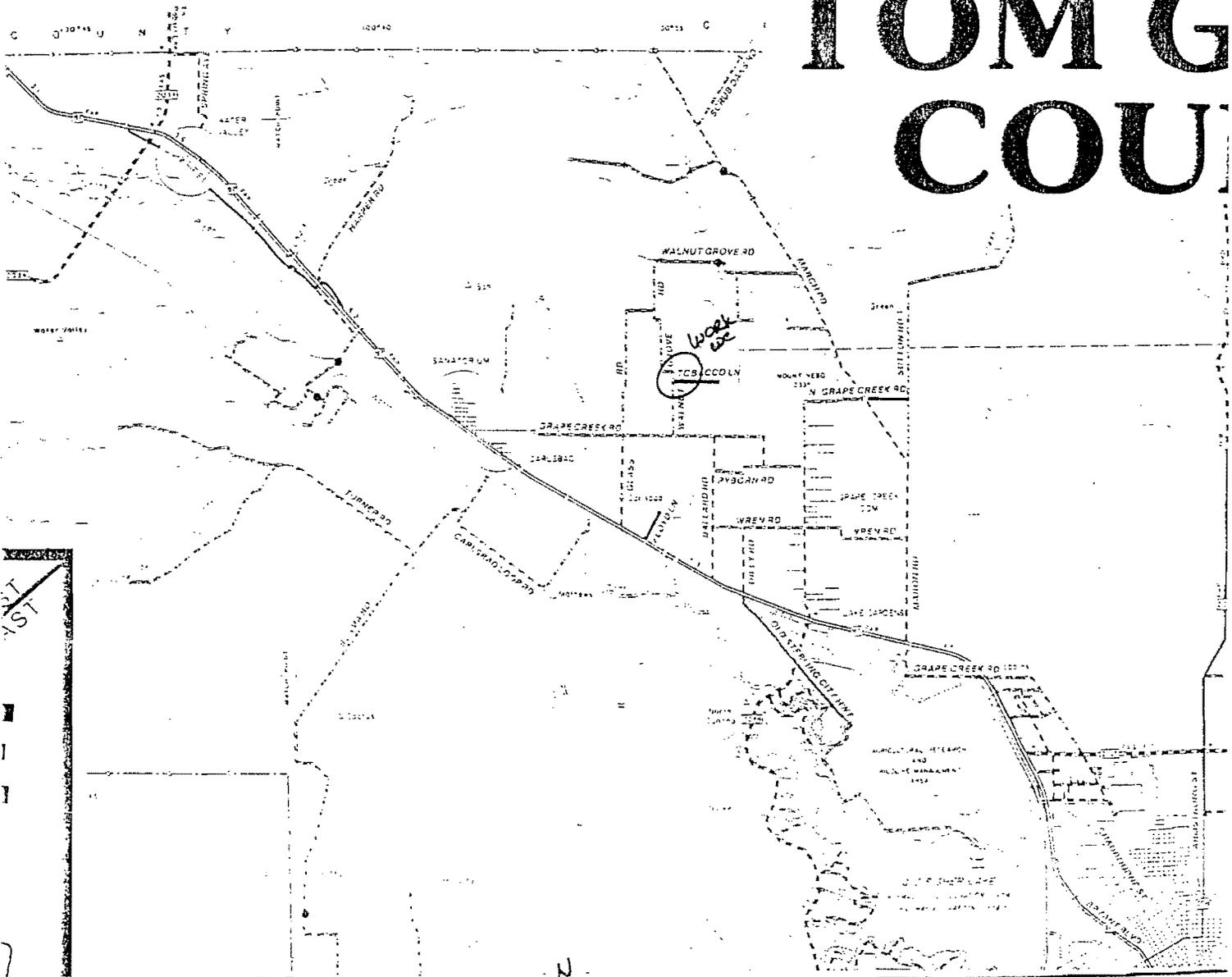
SERVICES:  
 Sunday 10:30 AM & 5:00 PM  
 Wednesday 7:00 PM

Home of  
**SOUTHWEST BIBLE INSTITUTE**

3200 San Antonio  
**949-7579**

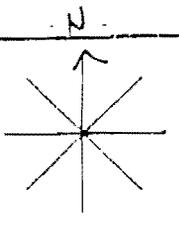
"To Know Jesus & Make Him Known"

# TOM G COU



WEST  
 CENTRAL

AREA WEST CENTRAL  
 W. O. NO. 9P0010B  
 TAX DIST. \_\_\_\_\_  
 ENGINED BY Bjm DATE 7-1-02  
 DRAWN BY Bjm DATE 7-1-02  
 APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_



SCALE \_\_\_\_\_

**GIB Southwest**  
 LOCATION CARLSBAD, TX  
 DESCRIPTION ROMAN  
 SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS

*The City Of*

# San Angelo, Texas

*P. O. Box 1751 - Zip 76902*

August 23, 2002



Mr. Micheal Brown  
County Judge  
Tom Green County  
112 W. Beauregard  
San Angelo, Tx 76903

RE: Sale of Tax Foreclosure Property(s) -- Lot 13, Blk 2, Eastland Heights Addition, Suit No. TAX89-0319B

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in April 1993 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

Lot 13, Block 2, Mineola Eastland Heights Addition is located on Scout Street. The lot size is 40' x 120'.

The City has received an offer from Mackle E and Jacqueline P Roberts in the amount of \$ 550.00 for the purchase of Lot 13, Block 2, Eastland Heights Addition.

Listed below is a breakdown of the amounts owed.

Lot 13, Block 2, Eastland Heights Addition

Taxes	\$ 438.93
District Clerk	182.80
Sheriff's Fees	86.27
Attorney Fees	-0-
City Admin	<u>146.45</u>
	\$ 854.45

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

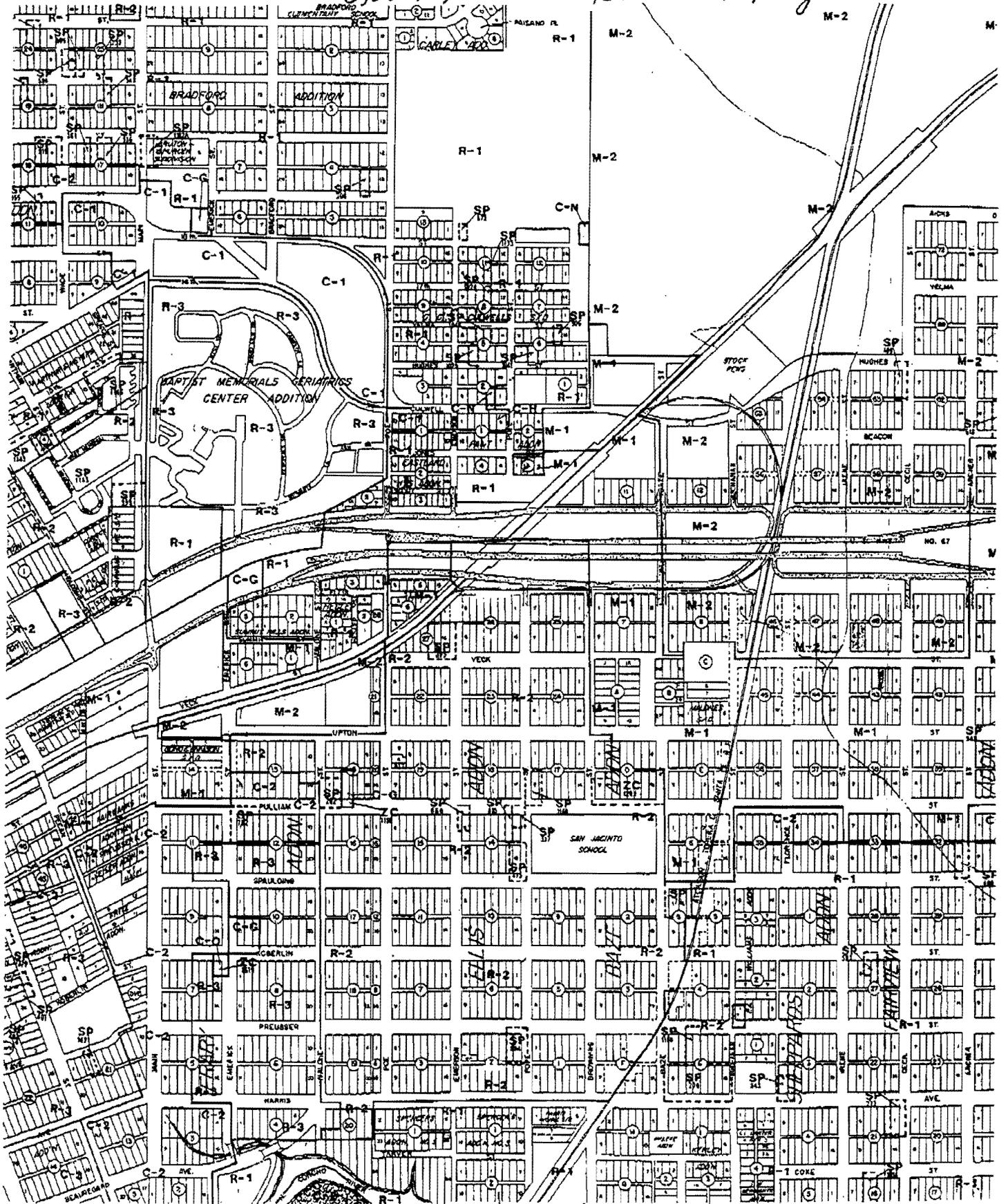
If you have any questions or require additional information, feel free to contact me at (915)657-4212.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Carver". The signature is written in black ink and is positioned above the printed name.

Sheila Carver  
Property Management Tech  
City of San Angelo

*Lot 13, Block 2, Eastland Heights*



*Lot 13, Block 2, Eastland Heights*

*The City Of*

# San Angelo, Texas

*P. O. Box 1751 - Zip 76902*

August 30, 2002



Mr. Micheal Brown  
County Judge  
Tom Green County  
112 W. Beauregard  
San Angelo, Tx 76903

RE: Sale of Tax Foreclosure Property(s) – Lot 6, Blk 6, Ben Ficklin Addition, Suit No. TAX89-0531B; Lot 5 and East 8 Ft. of Lot 4, Blk 30, Fort Concho Addition, Suit No. 97-0189-T; E/2 of Lot 1, Blk 3, Merrick Addition, Suit No. B-97-0138-T.

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in February 1996, December 1999, with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

Lot 6, Block 6, Ben Ficklin Addition is located on Ave Y Street. The lot size is 50' x 139'.

Lot 5 and East 8 Ft. of Lot 4, Block 30, Fort Concho Addition is located on Ave H. The lot size is 58' x 170'.

E/2 of Lot 1, Block 3, Merrick Addition is located on 517 W. 11<sup>th</sup> Street. The lot size is 100' x 100'.

The City has received an offer from Senaida Ortiz and Lydia Ortiz in the amount of \$ 1,000.00 for the purchase of Lot 6, Block 6, Ben Ficklin Addition, an offer from Minnie Magallan, David Jasso and Diana Martinez in the amount of \$ 2,477.00 for the purchase of Lot 5 and East 8 Ft. of Lot 4, Block 30, Ft. Concho Addition, and an offer from Ruben Magallan and Minnie Magallan in the amount of \$ 1,313.00 for the purchase of E/2 of Lot 1, Block 3, Merrick Addition.

Listed below is a breakdown of the amounts owed.

Lot 6, Block 6, Ben Ficklin Addition

Taxes	\$ 936.48
District Clerk	-0-
Sheriff's Fees	130.03
City Admin	<u>146.45</u>
	\$1,212.96

Lot 5, East 8' of Lot 4, Block 30, Fort Concho Addition

Taxes	\$ 1,321.85
District Clerk	95.00
Attorney Fees	201.00
Sheriff's Fees	40.00
Leins	819.13
City Admin	<u>146.45</u>
	\$ 2,623.43

E/2 of Lot 1, Block 3, Merrick Addition

Taxes	\$ 966.30
District Clerk	95.00
Sheriff's Fees	40.00
Attorney Fees	201.00
Leins	9.00
City Admin	<u>146.45</u>
	\$ 1,457.75

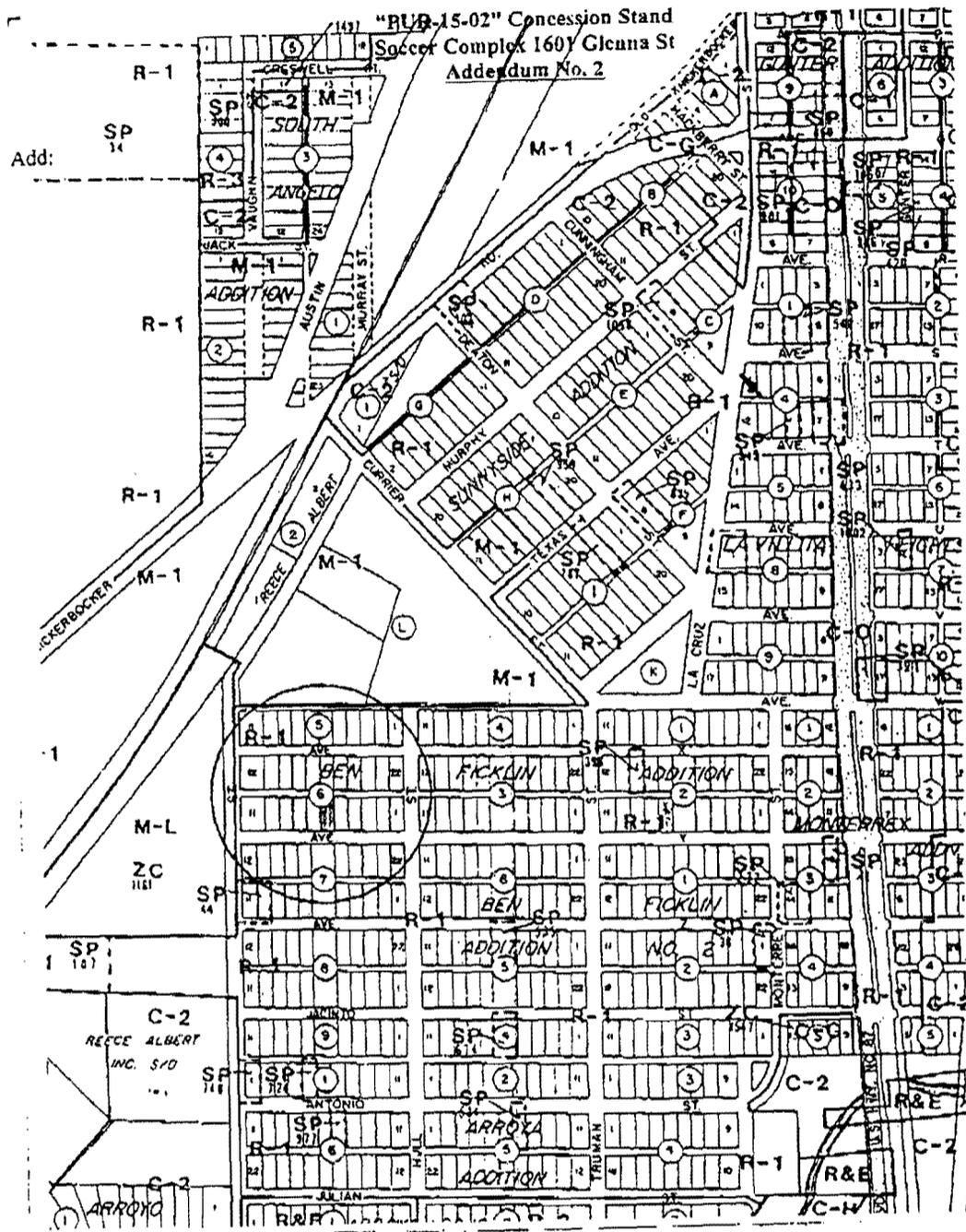
The City Council has approved the sale of the property(s). This matter is now being forwarded to you for your approval. Attached is the Tax Resale Deeds for your signature.

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

Sincerely,



Sheila Carver  
Property Management Tech  
City of San Angelo



*Lot 6, Block 6, Ben Ficklin*



*Lot 5 and East 8' of Lot 4, Block 30, Fort Concho*



# *Putto with Dolphin*

Circa 1470

**Andrea del Verrocchio (1435-1488)**

The *Putto (Angel) with Dolphin* that graces the fountain on the front lawn of the Tom Green County Courthouse is a copy of the bronze sculpture in the courtyard of the Palazzo Vecchio (Old Palace) in Florence, Italy. Verrocchio (Italian) designed this sculpture with multiple points of view for a fountain at the Medici villa at Careggi. The Putto poses in a precarious but graceful arabesque on top of a partial sphere, his body turned in gentle contrapposta.

THE STATE OF TEXAS  
COUNTY OF TOM GREEN

The Commissioners Court of Tom Green County, Texas does hereby order the change of the polling place location for Precinct 459. The new location will be the Rio Concho Patio Home Recreation Room, which is located at 405 Rio Concho Drive, San Angelo, Texas. The former location was the San Angelo Convention Center, which is located at 500 Rio Concho Drive, San Angelo, Texas.

This new location will be used for the November 5<sup>th</sup> General Election and is effective immediately. This location will be used for all future elections, which fall in this jurisdiction, that are held by Tom Green County Elections Administrator's office.

Tom Green County Elections Administrator is hereby instructed to submit pre-clearance documentation to the Justice Department so that this change may be considered for approval, and a request for expedited consideration will be included with the submission. A Public notice will be published in the newspaper notifying the voters of this change. Notices will be mailed to registered voters in precinct 459, concerning this change.

Signed this 10 day of September, 2002.

Michael D. Brown  
County Judge

Karl Bookler  
County Commissioner, Precinct 2

Absent  
County Commissioner, Precinct 4

Clayton Friend  
County Commissioner, Precinct 1

Yodie K. Webb  
County Commissioner, Precinct 3

**FINANCIAL ADVISORY AGREEMENT**  
**by and between**  
**Tom Green County, Texas**  
**(herein referred to as the "Issuer")**  
**and**  
**The Skiles Company**

Date: Sept 10, 2002

The Honorable Judge and Members of the Commissioners Court  
Tom Green County Courthouse  
San Angelo, Texas 76901

Honorable Judge and Commissioners:

1. We understand that Tom Green County (the "Issuer") will have under consideration from time to time the authorization and issuance of obligations evidencing indebtedness (all such obligations shall be referred to as "Obligations") and that in connection with the issuance of such Obligations you hereby agree to retain The Skiles Company to perform professional services as your financial advisor in accordance with the terms of this financial advisory agreement ("Agreement"). This Agreement shall apply to all Obligations that may be authorized and/or issued during the period in which this Agreement is effective.

2. As financial advisor, we agree to perform the following duties:

(a.) We will conduct a review of the financial resources of the Issuer to determine the extent of the borrowing capacity of the Issuer. This review will include an analysis of (1) the existing debt structure in relation to sources of income projected by the Issuer which may be pledged to secure payment of the Obligations to be issued, and (2) where appropriate, the trends (as estimated by representatives of the Issuer) of assessed valuation, taxing power, and future financing needs.

(b.) On the basis of the information and estimates developed through our review and other information that we consider appropriate, we will submit written recommendations with respect to a plan of finance for the issuance of Obligations that will include (1) the date of issue, (2) interest payment dates, (3) a schedule of maturities, (4) early redemption options, and (5) other matters that we consider appropriate to increase the marketability of the Obligations.

(c.) In order to assist you in selecting a date for the sale of the Obligations, we will advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates or bidding conditions.

(d.) We understand that you have retained or expect to retain a firm of recognized municipal bond attorneys, whose fees will be paid by you, who will prepare the proceedings, who will provide advice concerning the steps necessary to be taken to issue the Obligations, and who will issue an opinion approving the legality of the Obligations. We will maintain liaison with the bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

(e.) If it is necessary to hold an election to authorize the Obligations, we will assist in coordinating the assembly and transmittal to the bond attorneys of information provided by or on

behalf of the Issuer that is requested by the bond attorneys in connection with the preparation of the documents evidencing the legal proceedings that are necessary to conduct the election.

(f) In connection with the issuance of Obligations, we will supervise the preparation of the official notice of sale, the disclosure documents, the uniform bid form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale), and such other market documents which you may request or we deem appropriate. We will submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the Issuer. After such documents have been examined, approved, and certified, we will mail certain of these documents (a copy of which shall be submitted to the Issuer upon request) to a list of prospective bidders. We will also provide copies of these documents to the purchaser of the Obligations in accordance with the terms of the official notice of sale.

(g) We will make recommendations to the Issuer on the matter of credit rating(s) for the proposed issue of Obligations. Upon the request of the Issuer, we will coordinate the preparation of information to be submitted to any rating agency. In those cases where it is appropriate to present personally information to any rating agency, we will arrange for such presentation.

(h) In connection with each competitive sale, we will (1) disseminate bidding and disclosure information to prospective bidders, (2) where appropriate, organize such meetings to present information relating to the Obligations, (3) assist prospective bidders in submitting proper bids, (4) coordinate the receipt of bids (and good faith checks where indicated), (5) advise you as to the best bid, (6) advise you concerning the acceptance or rejection of the best bid, (7) if a bid is accepted, coordinate the delivery of and payment for the Obligations, (8) assist in the verification of final closing figures, and (9) upon request, recommend (based on information provided by representatives of the Issuer regarding the estimated timing of the application of the proceeds of the Obligations) a program of temporary investment of such proceeds.

(i) As your agent, we will (1) arrange for the printing of the Obligations, (2) submit the Obligations for execution and impression of a seal, and (3) cause the Obligations to be delivered to the Attorney General for approval and the Comptroller of Public accounts of registration. The Issuer shall maintain ownership of the Obligations until they are sold and delivered to the purchaser.

(j) After closing, we will deliver to the Issuer and the paying agents(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

3. While this Agreement is in effect, the Issuer agrees (upon our request) to provide or cause to be provided to us information relating the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by or on behalf of the Issuer to us under this Agreement, the Issuer agrees to use its best efforts to obtain certifications (in a form reasonably satisfactory to us) from appropriate representatives as to the accuracy of such information. the Issuer acknowledges that we shall be entitled to rely on the accuracy of all information provided by or on behalf of the issuer., In the event that such information is inaccurate, the Issuer agrees that it shall assume full responsibility (from any funds that are lawfully available for such purpose) for all losses suffered by us as a result of the inaccuracy of such information.

4. All actions taken and all recommendations made by us in performing our duties under this Agreement will be based on our best professional judgment with the goal of obtaining the most favorable terms for the Issuer.

The Honorable Judge and Commissioners  
Tom Green County, Texas  
Page 3

5. In consideration for the services rendered by us pursuant to this Agreement in connection with the authorization, issuance, and sale of Obligations, the Issuer agrees that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the Obligations to the purchaser except that our reimbursable expenses shall be payable monthly upon our submission of a written statement. Our fees do not include the following costs: (a) the printing and distribution of the notice of sale and disclosure documents and the printing of the Obligations, (b) the fees of the bond attorneys, the Attorney General, and the Comptroller of Public Accounts, (c) publication of notice in the Texas Bond Reporter, (d) fees of the rating agencies, (e) travel and communications in connection with obtaining a rating of the Obligations, attending the closing of any issue of Obligations, or any other matter, (f) the registration of the Obligations, or (g) litigation, (if any) in connection with the issuance of the Obligations.

6. The Issuer agrees that we may submit a bid (either independently or as a member of a syndicate) for any issue of Obligations when offered.

7. It is acknowledged that the purchase and sale of securities, at the request of the Issuer, and for ultimate use in defeasing outstanding obligations of the Issuer does not constitute the rendering of financial advisory services and is not subject to the terms of this Agreement.

8. If, during the term of this Agreement, we are asked to serve as underwriter with respect to any issues of obligations of the Issuer, we may terminate our obligations under this Agreement with respect to that series of obligations only. This contract will stay in effect with respect to other issues of obligations of the Issuer for which we are not acting as underwriter.

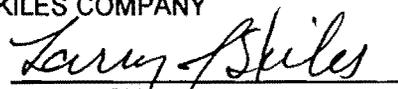
9. This Agreement shall be for a period of sixty (60) months from its date; however, this Agreement may be terminated by either party upon thirty (30) day written notice.

10. This Agreement is submitted in triplicate originals. When accepted by you, it will constitute the entire Agreement between you and ourselves for the purpose and consideration herein specified. Your acceptance will be indicated by proper signatures of your authorized representative on both copies and the returning of one executed copy to us.

Respectfully submitted,

THE SKILES COMPANY

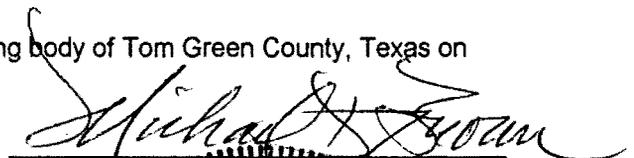
By:

  
Larry J. Skiles  
Consultant

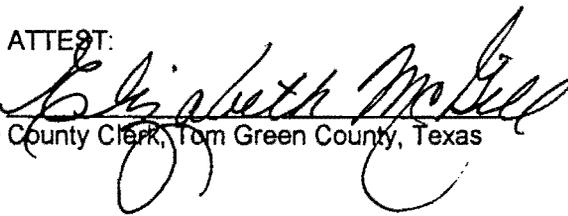
ACCEPTANCE

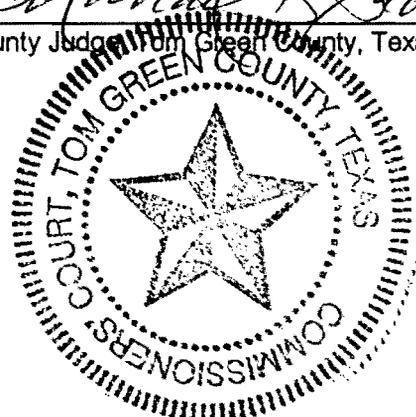
ACCEPTED pursuant to motion adopted by the governing body of Tom Green County, Texas on  
Sept 10, 2002.

By:

  
County Judge, Tom Green County, Texas

ATTEST:

  
County Clerk, Tom Green County, Texas



### FEE SCHEDULE

In consideration for the services performed by The Skiles Company, the issuer agrees that our fee for each issue of obligations will be as follows:

Base Fee, Any Issue:			\$ 3,750	
Plus				
\$12.50 per \$1,000 up to	\$ 250,000	or	\$ 6,875 for	\$ 250,000 Bonds
Plus				
\$11.50 per \$1,000 up to	\$ 250,000	or	\$ 9,750 for	\$ 500,000 Bonds
Plus				
\$ 7.00 per \$1,000 up to	\$ 500,000	or	\$13,250 for	\$ 1,000,000 Bonds
Plus				
\$ 4.75 per \$1,000 up to	\$ 1,500,000	or	\$20,375 for	\$ 2,500,000 Bonds
Plus				
\$ 2.75 per \$1,000 up to	\$ 2,500,000	or	\$27,250 for	\$ 5,000,000 Bonds
Plus				
\$ 1.50 per \$1,000 up to	\$ 5,000,000	or	\$34,750 for	\$10,000,000 Bonds
Plus				
\$ 1.00 per \$1,000 over	\$10,000,000			

Fees for Revenue Bonds or Bonds issued to state or federal agencies shall be as computed from the above schedule, plus 25% (125% of the scheduled amount). For any issue of Advanced Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10% (110% of the scheduled amount). It is also understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee to be negotiated on a case-by-case basis.

The Skiles Company will bill the Issuer at closing for each issue of obligations a net amount, which will include a fee calculated on the above schedule, as well as costs and expenses, where applicable, incurred on behalf of the Issuer. Such costs and expenses may include, but not be limited to, expenditures related to the preparation of, printing, and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, presentations to rating and/or insurance agencies, rating fees, insurance premiums, fees of the State Comptroller's Office or Municipal Advisory Council, travel costs, communications costs, courier charges, printing of the Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

**A RESOLUTION BY THE TOM GREEN COUNTY COMMISSIONERS COURT REQUESTING THE TEXAS TRANSPORTATION COMMISSION CONSIDER SUPPORTING THE PORTS-TO-PLAINS CORRIDOR SAN ANGELO RELIEVER ROUTE**

WHEREAS, throughout history, the development of the United States of America has been fueled by the efficient transportation of goods and services; and

WHEREAS, the Ports-to-Plains Trade Corridor, a planned multi-lane divided highway that will facilitate the efficient transportation of goods and services from Mexico, through West Texas, New Mexico, Oklahoma, Colorado, and ultimately into Canada and the Pacific Northwest, will:

- allow for the development of less-congested ports of entry along the Texas/Mexico border,
- provide alternatives to other congested corridors that run through major metropolitan areas, and
- include benefits such as economic growth, national security, intermodal connectivity, system connectivity, commercial vehicle compatibility, increased safety, and increased tourism; and

WHEREAS, the Ports-to-Plains Trade Corridor has already been designated as a "High-Priority Corridor" through the Transportation Equity Act for the 21<sup>st</sup> Century (TEA 21); and

WHEREAS, the Ports-to-Plains Trade Corridor has been designated part of the Texas Highway Trunk System; and

WHEREAS, the Texas Department of Transportation has already committed \$134 million to increase the amount of four-lane divided highway along the Ports-to-Plains Trade Corridor; and

WHEREAS, San Angelo, Texas lies at a strategic point on the Ports-to-Plains Trade Corridor, midway between the Corridor's intersections with Interstate 20 to the north and Interstate 10 to the south; and

WHEREAS, the San Angelo Metropolitan Planning Organization has completed a study designating the preferred location of a reliever route to fulfill the mobility objectives of the Ports-to-Plains Trade Corridor and the Texas Trunk System;

**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS COURT OF TOM GREEN COUNTY, TEXAS, unequivocally supports the Ports-to-Plains Trade Corridor, with its route designated through San Angelo, Texas, AND requests that the Texas Transportation Commission take immediate steps to move forward on this high-priority corridor by:**

- committing the necessary funds to the preliminary design process of the abovementioned reliever route;
- providing construction funding for the immediate development of two interchanges at high-accident locations on existing segments of the proposed reliever route, situated at the intersections of Loop 306 with FM 765 and FM 388.

PASSED, APPROVED and ADOPTED on this 10 day of September, 2002.

*Michael D. Brown*  
 \_\_\_\_\_  
 MICHAEL D. BROWN, County Judge  
 Tom Green County, Texas

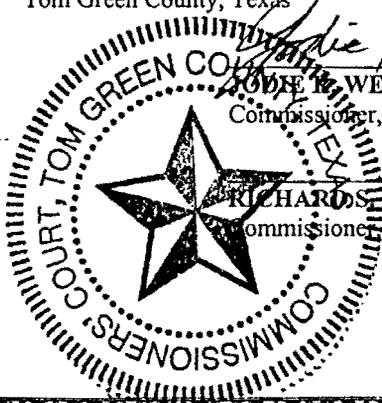
*Clayton Friend*  
 \_\_\_\_\_  
 CLAYTON FRIEND  
 Commissioner, Precinct 1

*Adie R. Weeks*  
 \_\_\_\_\_  
 ADIE R. WEEKS  
 Commissioner, Precinct 3

*Karl Bookter*  
 \_\_\_\_\_  
 KARL BOOKTER  
 Commissioner, Precinct 2

Absent  
 \_\_\_\_\_  
 RICHARD S. LEASINGWOOD  
 Commissioner, Precinct 4

ATTEST  
*Elizabeth McGill*  
 \_\_\_\_\_  
 Elizabeth McGill, County Clerk



I.

EFFECTIVE DATE OF AGREEMENT: July 1, 20002

II.

PARTIES

- (1) CalTech Software Systems, Inc. dba CalTech  
c/o Brent McCasland, President  
5106 Knickerbocker Road  
San Angelo, Texas 76904  
915/947-2148  
(In this Contract, this Party will be referred to as "CalTech")

Tom Green County  
c/o County Judge of Tom Green County, Texas  
122 W. Harris  
San Angelo, Texas 76903  
915/653-3318  
(In this Contract, this Party will be referred to as "Client")

III.

INTRODUCTION AND RECITALS

This Contract (the "Agreement") between CalTech and Client sets out the terms and conditions under which CalTech will provide service on Client's System. In consideration of the mutual promises and considerations contained within this Agreement, CalTech and Client agree as follows:

IV.

AGREEMENT

1. DEFINITIONS:

- a. "Contract Year": The twelve consecutive calendar months following the Effective Date of Agreement.
- b. "Date of Agreement": The date of the first day of a calendar quarter as shown at the top of this Agreement and styled "Effective Date of Agreement."
- c. "Emergency": The client will determine when an incident is considered a emergency. When the client determines that an incident is an emergency then the client will invoke a one hour response.
- d. "Incident": Resolving a problem with hardware or software; or installing hardware or software.
- e. "Overage": The number of hours of Service provided to Client and which are in excess of those specified within the Client's chosen Service Plan or the Response Time, or both, as applicable.
- f. "Price": The cost to Client for the Service Plan and Response Time chosen by Client.
- g. "Quarter": The first three consecutive calendar months of the calendar year beginning with the Date of Agreement and each three calendar months thereafter.

- h. **"Service" or "Services"**: Addressing an Incident or otherwise providing support for maintenance, installation, and repair of Client's System.
- i. **"Response Time"**: The amount of time between the Client's initial telephone call or other contact notifying CalTech of a problem and the time that CalTech initiates Service.
- j. **"Service Plan"**: The number of hours of Service CalTech will provide to Client. Client selects a Service Plan from the options set out on "Exhibit A."
- k. **"System"**: The computers, servers, network equipment and like hardware, and the software which belongs to Client and on which CalTech will render Services under this Agreement.
- l. **"Travel Time"**: The number of hours (or parts thereof) to Client's location outside of San Angelo City Limits.

## 2. TERM OF CONTRACT:

This Agreement begins on the Date of Agreement and continues for the Contract Year (the following twelve consecutive months). This contract automatically renews for a single year term under the same terms and conditions, (one time only) unless either party declines in writing delivered to an authorized representative of the other party, no earlier than 90 days and no later than 30 days before the initial termination date of this contract.

## 3. CONSIDERATION AND TERMINATION:

- a. Client will pay an annual fee of **\$43,720** (the "Price") for the Service Plan and Response Time Client has chosen to receive under this Agreement. Client will pay one-fourth (1/4) of the Price upon execution of this Agreement and installments of an additional one-fourth (1/4) of the Price thereafter on the 1st day of every Quarter of the Contract Year until the Price is paid in full.
- b. Client will additionally pay for the cost of Client's System and any additions or replacement to Client's System. CalTech will bill Client for these additional charges on a monthly basis. Payment is due upon receipt of the bill.
- c. Client will additionally pay the costs of Travel Time, and hours of Service in excess of the respective Service Plan or Response Time chosen by Client (that is the "overage" hourly rate for the Service Plan and Response Time). CalTech will bill Client for these additional charges on a quarterly basis.
- d. If Client fails to make any payments due under this Agreement within forty (40) days of the due date, CalTech, at its option, may cancel this Agreement immediately and will thereafter have no obligations under this Agreement. Failure of CalTech to exercise this option at any time will not constitute a waiver of their right.
- e. Taxes, if any, on amounts payable under this Agreement will be paid by Client at the same time that Client makes payment for the applicable charge for services under the selected Service Plan and Response Time, hardware, software, Travel Time, and any additional charges allowed under this Agreement.
- f. Past-due amounts earn interest at the rate of 10% per annum. Interest shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of said maximum amount shall be credited to the principal of the debt or, if that is paid, refunded.
- g. CalTech WILL CHARGE ADDITIONAL AMOUNTS FOR Travel Time for trips to locations outside the City of San Angelo. Travel Time rates will be at the then current catalog price which

is currently \$55/hr.

**4. SERVICE AND SUPPORT:**

As a part of the Service Plan selected by Client on "Exhibit A," CalTech will provide the following Services, as well as the other Services provided for under this Agreement:

- a. **Troubleshooting:** CalTech will periodically perform specific tests for potential problems with the Client's system. In the event a problem is detected with any hardware, CalTech will replace the hardware or any part thereof at Client's expense. If any replacement part is covered by a manufacturer's warranty, Client will be entitled to the benefits provided by the warranty.
- b. **Optimize:** CalTech will also optimize or configure any application or operating system software of Client so Client's System will run more efficiently. CalTech will adjust Client's System to avoid conflicts between hardware, software, or both.
- c. **Other Tests:** If Client detects any problem with hardware or software, CalTech will perform diagnostic tests on Client's System to locate and attempt to resolve the problem.
- d. **Telephone Support:** CalTech will be available by telephone to Client during CalTech's normal business hours and CalTech will answer questions about Client's System and assist Client with troubleshooting Client's System problems for up to ten (10) minutes per Incident without charge.

**5. SERVICE PLAN:**

As described in Paragraph 1(j) of the Definitions, a Service Plan means the number of hours of Service which Client receives per Contract Quarter under the Service Plan selected by Client on "Exhibit A." CalTech will perform additional hours of Service per Quarter, but will charge Client an hourly rate listed as "Overage"(as describe in Paragraph 1(e)) cost per hour as defined within "Exhibit A".

Service must be performed during CalTech's normal business hours, which are Monday thru Friday from 9:00am to 5:00pm, unless otherwise specifically agreed to herein. Hours of Service after CalTech's normal business hours will be charged against the Service Plan at the rate of one and one-half hours for each hour of Service rendered.

**6. RESPONSE TIME:**

Under this Agreement, **Response Time** means the time within which CalTech will deliver its services to Client. "One-Hour" Response Time Services provided in excess of those requested by Client will be charged at the "Cost Per Response for Overage" rate. "Response Time" or "Respond" is the amount of time between the Client's initial telephone call (or other contact notifying CalTech of a problem) and the time that CalTech initiates Service, exclusive of Travel Time (Travel Time is travel outside of the San Angelo, Texas city limits). Travel Time is billed separately at a different rate as set forth elsewhere in this Agreement. Response Time is limited to the City Limits of the City of San Angelo, Texas.

**7. EXCLUSIONS FROM SERVICE:**

CalTech is not obligated to provide the following under this Agreement: Electrical work external to computers; maintenance of any accessories, attachments, machines or other devices not part of the System; or repair of damage resulting from accident, neglect, misuse, failure of electrical power or causes other than ordinary use. CalTech is not obligated to furnish computers, printers, hardware, paper, printer supplies, cables, or other supplies or software for operation of Client's System. CalTech is not required to provide Services that are impractical because of alterations in Client's computers or their connections or because of mechanical or electrical connections to other machines or devices. This Agreement does not require CalTech to provide Services that could or may violate copyright or patent laws or otherwise be illegal.

**8. FURNISHING OF SERVICES:**

CalTech will perform Services as promptly as practicable. CalTech shall have full and free access to Client's System to perform Services. CalTech is not responsible for the failure to render Services because of reasons beyond its control.

**9. SERVICES BY OTHERS EXCLUDED:**

Client will not authorize anyone other than CalTech to repair or maintain any of Client's System during the term of this Agreement except as covered by warranty.

**10. MISCELLANEOUS MATTERS:**

- a. If any Party to this Agreement files a lawsuit, the prevailing Party shall be entitled to recover that Party's reasonable attorney's fees, costs, and expert witness fees in addition to any other relief to which entitled.
- b. This Agreement shall be construed under the laws of the State of Texas. Venue shall be in Tom Green County, Texas.
- c. This Agreement is binding upon the Parties and their respective heirs, executors, administrators, legal representative, successors and assigns.
- d. Client may not assign this Agreement without CalTech's express prior written consent. CalTech may not assign this agreement without client's express prior written consent.
- e. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not present, so long as the herein expressed purpose and intent of the Parties can still be accomplished.
- f. This is the entire and only agreement and understanding of the Parties and there are no representations, agreements, arrangements, or understandings concerning the subject matter of this Agreement which are not fully expressed and incorporated within this Agreement.
- g. Client represents that it is the proper Party to enter into this Agreement and that all resolutions or other corporate or partnership actions necessary for Client to enter into this Agreement have been fully, properly and completely satisfied.
- h. This is not an insurance contract and CalTech in no way insures Client nor is CalTech obligated to maintain insurance for the benefit of Client. Client must maintain insurance providing such coverage and limits as Client deems necessary.
- i. Client agrees not to interfere with the relationship between CalTech and its personnel or hire, retain, contract with, employ or otherwise solicit away any CalTech personnel, or induce CalTech personnel to do so with Client or any other person or entity during the term of this Agreement and for one-hundred twenty (120) days from the end of the Contract Year or the date the Client's services terminate with CalTech. Should Client and CalTech mutually agree, however, on the permanent placement of a CalTech employee for Client, or any other form of permanent employment relationship of a CalTech employee for or with Client, then Client agrees to compensate CalTech for its investment in the employee and the hiring, training, experience, and education of the employee by CalTech at the rate of 15% of the employee's actual first twelve-month "Base Annual Earnings" with Client. If employee does not continue employment for a full twelve months, then CalTech will be compensated at the rate of 15% of the employee's Base

Annual Earnings determined by annualizing the employee's highest monthly compensation while employed for or on behalf of Client. The term "Base Annual Earnings" means all income, bonuses, earnings or other compensation (excluding employee benefits, unemployment expenses and the like) paid or given to the employee.

- j. This Agreement may not be modified or amended, except in writing, signed by the Party or Parties to be bound thereby.
- k. Client, by signing this Agreement, represents that Client understands this Agreement and it is being signed by Client after having read it carefully.

#### 11. PRIVACY POLICY:

At CalTech, we respect and are committed to protecting your privacy. We also realize that in today's technology driven world it is imperative that your private information remains secure. This information includes:

- Passwords
- IP Addresses
- Phone Numbers
- Customer Information
- Employee Information
- Financial Information

We have adopted this policy to ensure that your information is secure. This information will never be given out without consent from the Commissioner's Court. CalTech will only disclose information when required by law or in the good-faith belief that such action is necessary to complete a project with other third party vendors (introduced by your entity.)

#### 12. MEDIATION:

If a Party to this Agreement has a dispute arising from this Agreement (including Services provided by CalTech) then that Party shall give the other Party notice of the dispute and will engage in a good faith effort toward resolution. If the dispute cannot be resolved through good faith negotiations, both Parties agree to submit the dispute to mediation through a mediator selected by the Parties. If the Parties cannot agree upon a mediator, they may request a mediator recommendation by a District Court Judge of Tom Green County, Texas. If the parties still cannot agree upon a mediator, then the parties can pursue other legal and equitable remedies. All mediations will be in San Angelo, Texas unless the Parties otherwise agree in writing after the dispute arises and before commencement of the mediation. Mediation will be generally conducted as an alternative dispute resolution as the frame work is provided by the Texas Civil Practice and Remedies Code.

#### 13. LIMITATION OF DAMAGES:

- a. CalTech does not warrant that CalTech will keep all or any part of the components of Client's System operating, nor that CalTech's Services will prevent disruptions in the System caused by System errors, System breakdowns or by CalTech's Services or Response Time. CalTech is not an insurer.
- b. CalTech shall not be liable for loss, injury, or damage caused by delays, interruptions or causes beyond CalTech's control.
- c. Client represents and warrants that Client understands the need for and the importance of always having a daily backup of Client's data, that Client has such backups and that Client will continue to have such daily backups during the term of this Agreement. Client further represents and warrants that such backups will always have been performed by Client prior to CalTech performing any Services. CalTech is not responsible for seeing that any such backup has been performed before



CalTech provides any Services to or on behalf of Client. Accordingly, Client understands, accepts, and releases CalTech from any loss of Client's data, due to client not performing backups.

- d. Client understands that CalTech does not write software and the software made by any other company or person other than CalTech may or may not perform unto expectations. CalTech is not liable for failure of software to perform.

SIGNED on this the 10 day of September, 2002, but effective on the "Effective Date of Agreement" shown on the beginning of this Agreement (being the first day of a Calendar Quarter).

CALTECH SOFTWARE SYSTEMS,  
INC. dba CALTECH

By: Jenny Dupre  
Name: Jenny Dupre  
Position: service mgr

CLIENT:  
Michael D. Brown  
(Tom Green County)

By: \_\_\_\_\_  
Name: Michael D. Brown  
Position: County Judge

**"EXHIBIT A" TO AGREEMENT**

DATE OF THIS "EXHIBIT A": \_\_\_\_\_.

This "Exhibit A" is a part of the Agreement between CalTech and Tom Green County, Client, and is incorporated into the Agreement.

**I.  
SERVICE PLANS**

Please initial the Service Plan below:

Client: \_\_\_\_\_ (1) Unless a one hour response is invoke by the client, CalTech will respond as follows: If Client contacts CalTech before 9:00 a.m. of any business day, CalTech will respond within eight (8) hours. However, if Client contacts CalTech after 9:00 a.m., CalTech will respond on the next business day.

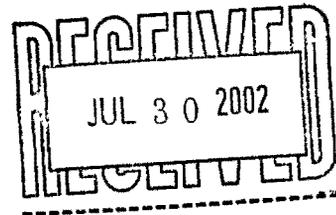
	Base Rate	
100 Network Hours/Quarter	\$72	\$7200/quarter
Overage Rate Per Hour		\$75
40 Advanced HelpDesk Support Hours/Quarter (for ITD only)	\$72	\$2880/quarter
Overage Rate Per Hour		\$75
10 Emergency Responses/Quarter	\$85	\$850/quarter
Overage Rate Per Incident		\$165

CALTECH SOFTWARE SYSTEMS,  
INC. dba CALTECH

By: Jenny Dupre  
 Name: Jenny Dupre  
 Position: service mgr

CLIENT:  
Michael D. Brown  
 (Tom Green County)

By: \_\_\_\_\_  
 Name: michael D. Brown  
 Position: County Judge



NO. C-01-1443-C

VICTOR C. CARBAJAL  
VS.  
TOM GREEN COUNTY

§ IN THE 340th DISTRICT COURT  
§  
§ IN AND FOR  
§  
§ TOM GREEN COUNTY, TEXAS

RELEASE IN FULL OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

1. That for and in consideration of the payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) this day paid to Victor C. Carbajal aka Bitoriano Carabajal, Plaintiff in the above entitled and numbered cause, and his attorney, Stace L. Williams, the receipt and sufficiency of which is hereby acknowledged, such being made by or in behalf of Tom Green County, Defendant, it is hereby agreed as follows:

2. Victor C. Carbajal, hereinafter referred to as RELEASOR ("Releasor" is defined to mean all Releasors, whether one or more), do hereby RELEASE, ACQUIT, and FOREVER DISCHARGE Tom Green County, Tom Green County Sheriff's Department, Sheriff Joe Hunt, former Sheriff Dan Gray, their respective predecessors, successors, affiliates, employees, department heads, elected officials, agents, heirs, assignees, representatives, and insurance carriers, including but not limited to Underwriters at Lloyd's of London, all jointly hereinafter referred to as RELEASEES, of and from any and **All Claims and Damages**--whether now known or unknown, accrued or to accrue in the future, that have been or could have been asserted-- arising out of, resulting from, or in any manner connected with: (1) an alleged accident occurring within the Tom Green County Jail on or about November 11, 1999, as is more fully described in the pleadings on file in the above referenced lawsuit; (2) any and all matters, events, and transactions made the basis of the above styled action; (3) any conduct, acts, or omissions on the part of RELEASEES; (4) the method or manner of the investigation, negotiation, defense, and/or settlement of this claim/case; (5) any relationship between RELEASOR and the above-named RELEASEES; and (6) any and all causes of action belonging to RELEASOR which may exist as of the date of the execution of this Release, whether or not contemplated at the present time. "**All Claims**" is defined to mean any and all liability, claims,

actions, causes of action, demands, suits, and responsibility whether based in contract, tort, constitutional law, common law, statute, or regulation or upon any other basis whatsoever (including, but not limited to, negligence, property defect, misuse of non-defective personal property, gross negligence, *res ipsa loquitur*). "Damages" means damages of every kind--whether occurring in the past or which may occur in the future--including, but not limited to, actual damages, compensatory damages, statutory damages, contractual damages, all elements of personal injury damages (including, but not limited to: (a) physical pain and mental anguish, (b) loss of earnings and earning capacity, (c) disfigurement, (d) physical impairment, (e) medical care, (f) loss of household services, (g) enjoyment of life, and (h) loss of consortium), property damage, exemplary and punitive damages, attorney's fees, pre-judgment or post-judgment interests, and any other damages of every kind.

3. This Release is intended to bar all future litigation between the parties involved in this settlement with regard to any and all causes of action which may exist as of the date of the execution of this Release, whether or not contemplated at the present time.

4. As additional consideration for this agreement, RELEASOR does further agree to defend, indemnify, and hold harmless the above described RELEASEES from and against any and all claims, demands, or causes of action arising in favor of, by, through, or under RELEASOR and out of the incidents, occurrences, and transactions made the basis of this suit. In this regard, RELEASOR promises, warrants, and represents that RELEASOR is the proper person to receive full and final settlement of all claims asserted herein, that no other person or entity has or have any right or claim to the proceeds paid herein, and that such claims have not been assigned to any other person, firm, or concern. RELEASOR further represents and warrants that all hospital, medical, and any other expenses incurred or to be incurred in the future arising out of any injuries that are the subject of this suit have been paid in full, have been excused, or will be paid in full and that no hospital or other liens exist with respect to such expenses, but if any such liens do exist, RELEASOR will defend, indemnify, and hold harmless RELEASEES from any such liens. The indemnity agreements set forth in this paragraph are expressly intended to protect RELEASEES against the consequences of their own negligence or other liability upon any theory, despite the assertion made by RELEASEES that they were in no way negligent or otherwise liable to RELEASOR under any

**theory for the incident in question.**

5. RELEASOR warrants that there is no existing spouse of RELEASOR with a potential claim for damages as a result of the accident referred to above and does hereby agree to indemnify and hold harmless RELEASEES from any claim that might be asserted by any person claiming to be RELEASOR'S spouse for damages as a result of the accident specified herein.

6. RELEASOR understands and agrees that this is in full satisfaction for all damages arising on account of the above described claims released herein and RELEASOR will receive no further sum of money and that RELEASOR agrees not to assert or prosecute any further claims or lawsuits therefore against anyone whomsoever, whether or not herein otherwise named, described, or identified. RELEASOR further transfers and assigns any and all claims arising in RELEASOR'S favor from said accident against any party or parties, whether named or unnamed in this agreement, to RELEASEES, whether such claim has or could arise from the accident aforesaid, or the prosecution of this claim or suit or settlement thereof, or of any claim arising therefrom, including negotiations, representations, or other actions or omissions whatsoever and any damages of any nature therefrom.

7. RELEASOR further transfers, bargains, sells, and assigns any and all claims arising in RELEASOR'S favor from said accident against any party or person, whether named or unnamed in this agreement, to RELEASEES, whether such claim has or could arise from the accident aforesaid, or the prosecution of this claim or suit or settlement thereof, or of any claim arising therefrom, including negotiations, representations, or other actions or omissions whatsoever and any damages of any nature therefrom.

8. RELEASOR hereby acknowledges and agrees that the Release set forth herein shall constitute, and it shall be liberally construed as, a general release of claims that were asserted or could have been asserted in the above captioned lawsuit. RELEASOR does expressly waive and assume the risk of any and all such claims that exist as of the date of this Release but of which RELEASOR does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect RELEASOR'S decision to execute this Release. RELEASOR further understands and agrees that this Release may be pleaded by RELEASEES as an absolute and final bar to any and all suits, claims, actions, or causes of action released herein.

9. RELEASOR declares and represents that RELEASOR is executing this Settlement Agreement and giving this Release relying wholly upon RELEASOR'S own judgment, belief, and knowledge of the nature, extent, and duration of damages and injuries, as well as the liability questions involved, and that RELEASOR has sought the independent legal advice of RELEASOR'S own attorney, and that RELEASOR has not been influenced to any extent whatsoever in making this Release by any representations or statements made by RELEASEES, nor by any person or persons representing RELEASEES.

10. It is further agreed and understood that this settlement is in compromise of ~~doubtful and~~ <sup>5.4,</sup> disputed claims and that payment of any money hereunder or any other consideration passing is not to be construed as an admission of liability on the part of RELEASEES, by whom liability is expressly denied, and same shall not be held or construed as any sort of confession or admission in any suit or proceeding of any nature.

11. For the same consideration above, it is further agreed by RELEASOR to dismiss or cause to be dismissed with prejudice the above captioned lawsuit, and the parties hereto have agreed to be responsible for and pay their own court costs properly accrued in said action. Other than the consideration recited herein, no other promises or agreements have been made by RELEASEES hereto. This Release contains the entire agreement between the parties, and the terms hereof are contractual and not a mere recital.

12. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits hereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, representatives, successors, and assigns.

13. RELEASOR shall be responsible for all tax consequences of the payment of any money in settlement hereunder including proper reporting, filing of the appropriate tax forms, and payment of any tax owing to the Internal Revenue Service.

14. RELEASOR specifically confirms and warrants that prior to the execution of this instrument RELEASOR has read and fully understands all the matters set forth herein and that this instrument has been fully explained in its entirety by RELEASOR'S attorney.

EXECUTED this 22 day of July, 2002.

*Victor Carabjal*

Victor C. Carabjal aka  
Bitoriano Carabjal

STATE OF TEXAS           §  
                                          §  
COUNTY OF LUBBOCK   §

BEFORE ME, the undersigned authority, on this day personally appeared Victor C. Carabjal aka Bitoriano Carabjal, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

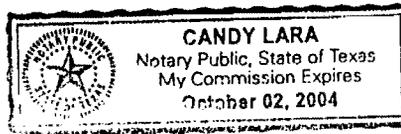
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 2002, by  
*Candy Lara*

*Candy Lara*  
Notary Public, State of Texas

APPROVED AND AGREED:

The Stace Williams Law Firm, P.C.

By: *Stace Williams*  
Stace L. Williams



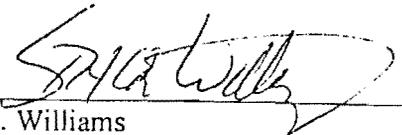
Stace L. Williams  
Texas Bar No. 00785259  
Stephen W. Stewart  
Texas Bar No. 50511607

1209 Broadway  
Lubbock, Texas 79401  
(806)744-0000 Telephone  
(806)763-3388 Telecopier

ATTORNEYS FOR RELEASOR

APPROVAL AND STIPULATION BY ATTORNEY FOR PLAINTIFF

I, Stace L. Williams, attorney of record for RELEASOR, do hereby approve of and concur in the execution of this Release in Full of All Claims which has been executed by my client and I further represent that I have discussed the terms with him and am satisfied that he fully and completely understands the effects of this document.

  
\_\_\_\_\_  
Stace L. Williams

**RESOLUTION TO DEDICATE THE USE  
OF CERTAIN REAL PROPERTY**

WHEREAS, for over seventy-five years 4-H Clubs have been organized in Tom Green County, Texas;

WHEREAS, Tom Green County has historically supported 4-H projects and programs through cooperative and partnership efforts, including funding, personnel, facilities, and equipment; and

WHEREAS, the cooperation between Tom Green County 4-H Clubs, Tom Green County, and other entities has provided the youth of Tom Green County with exceptional educational and developmental opportunities through projects and programs in agriculture, nutrition, consumer science, leadership, and community service; and

WHEREAS, the Commissioner's Court of Tom Green County supports the Tom Green County 4-H Clubs in their efforts to further expand their service to the youth of Tom Green County; and

WHEREAS, the Tom Green County 4-H Clubs have recognized a need for additional facilities to further expand 4-H programs in Tom Green County; and

WHEREAS, the Tom Green County 4-H Clubs have raised the majority of funds necessary to construct a permanent multi-purpose 4-H program facility in Tom Green County; and

WHEREAS, Tom Green County desires to assist with the construction and future operation of such facility; and

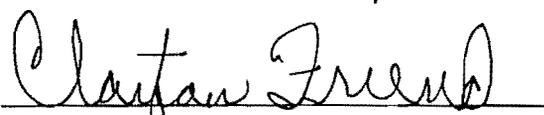
WHEREAS, Tom Green County has previously acquired certain real property and desires to make such property available for use by Tom Green County 4-H Clubs as a site for a permanent multi-purpose 4-H program facility.

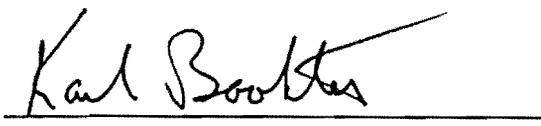
NOW, THEREFORE, BE IT RESOLVED that the Tom Green County Commissioner's Court expresses its support and approval for the construction of a permanent multi-purpose 4-H program facility in Tom Green County and dedicates the real property described on the attached Exhibit "A" for use by the Tom Green County 4-H Clubs as the site for the construction of a permanent multi-purpose 4-H program facility.

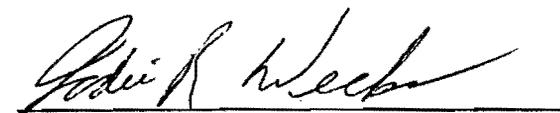
BE IT FURTHER RESOLVED that the Tom Green County Commissioner's Court expresses its intent to enter into additional agreements with the Tom Green County 4-H Clubs regarding the specific construction, ownership, management, operation, and use of such 4-H program facility.

APPROVED this the 10<sup>th</sup> day of September, 2002.

  
Michael D. Brown  
Tom Green County Judge

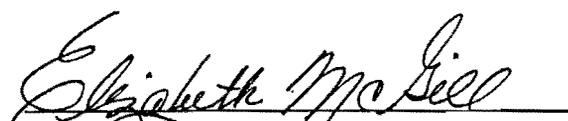
  
Clayton Friend  
Tom Green County Commissioner,  
Precinct #1

  
Karl Bookter  
Tom Green County Commissioner,  
Precinct #2

  
Jodie Weeks  
Tom Green County Commissioner,  
Precinct #3

Absent  
Richard Easingwood  
Tom Green County Commissioner,  
Precinct #4

ATTEST:

  
Elizabeth McGill  
Tom Green County Clerk



## EXHIBIT A

Being an area of 20.000 acres of land out of J. Fenner Survey 1, Abstract No. 4985, Tom Green County, Texas and also being out of that certain 5278.9 acre tract described by Warranty Deed recorded in Volume 327, Page 65, Official Public Records of Real Property of Tom Green County, Texas and said 20.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod found for the north corner of this tract and a north corner of a certain Channel Easement (j) described and recorded in Volume 382, Page 526, Deed Records of Tom Green County, Texas and also being in the west or northwest line of said 5278.9 acre tract and the east or southeast right-of-way line of U. S. Highway 67 and 277 and from said beginning corner a 100d nail found for the northeast corner of said Survey 1 bears N. 48° 14' 33" E. 3080.86 feet;

Thence with the northeast line of this tract and said Channel Easement, S. 47° 11' 41" E. 157.30 feet to a ½" iron rod found for the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 756.70 feet, central angle of 45° 24' 26", arc length of 599.69 feet and whose long chord bears S. 24° 29' 28" E. 584.12 feet to a ½" iron rod found for an angle corner of this tract;

Thence N. 88° 12' 17" E. 171.71 feet to a ½" iron rod found for an angle corner of this tract;

Thence with a northeast line of this tract, S. 57° 11' 13" E. 645.07 feet to a ½" iron pipe set for the east corner of this tract;

Thence with the southeast line of this tract, S. 32° 48' 47" W. 551.18 feet to a ½" iron pipe set for the south corner of this tract;

Thence with the southwest line of this tract, N. 57° 10' 34" W. 1432.88 feet to a fence corner for the west corner of this tract and being in the west or northwest line of said 5278.9 acre tract and the east or southeast line of said U. S. Highway 67 and 277;

Thence with the west or northwest line of this tract and said 5278.9 acre tract and the east or southeast line of said U. S. Highway 67 and 277, N. 32° 48' 47" E. 796.21 feet to the place of beginning and containing an area of 20.000 acres of land.

**RESOLUTION**

**A RESOLUTION OF THE COUNTY COMMISSIONER'S COURT OF TOM GREEN COUNTY, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.**

WHEREAS, the Commissioner's Court of Tom Green County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities principally for persons of low/moderate income, and

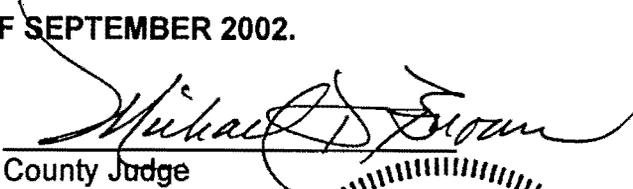
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

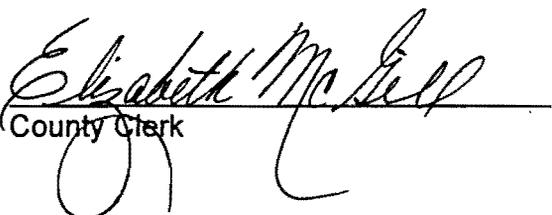
WHEREAS, it is necessary and in the best interests of Tom Green County to apply for funding under the 2003/2004 Texas Community Development Program;

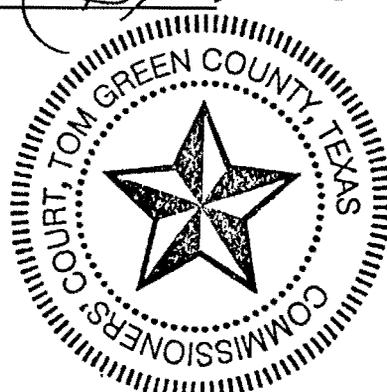
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF TOM GREEN, TEXAS:**

1. That a Texas Community Development Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Office of Rural Community Affairs.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$174,999.00 of grant funds to carry out water system improvements for the unincorporated community of Christoval.
4. That the Commissioner's Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Program.
5. That it be further stated that Tom Green County is committing \$4,499.00 as cash match and \$4,253.61 in-kind services toward the construction activities of this public facilities project. The Tom Green Fresh Water Supply District #2 will provide the cash match contribution.

**PASSED AND APPROVED THIS 10th DAY OF SEPTEMBER 2002.**

  
County Judge

  
County Clerk



**RESOLUTION**

**A RESOLUTION OF THE COUNTY COMMISSIONER'S COURT OF TOM GREEN COUNTY, TEXAS DESIGNATING A PLANNING/MANAGEMENT CONSULTING FIRM AND A CONSULTING ENGINEERING FIRM FOR THE PREPARATION AND, IF FUNDED, THE IMPLEMENTATION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM GRANT AS FUNDED THROUGH THE OFFICE OF RURAL COMMUNITY AFFAIRS.**

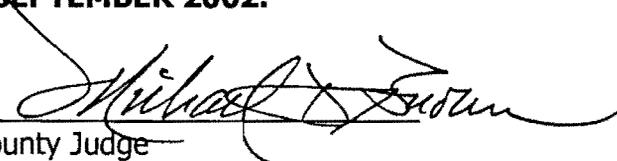
WHEREAS, Tom Green County advertised and solicited proposals from Planning/Management Consulting firms and Consulting Engineering firms;

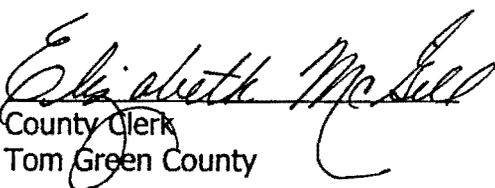
WHEREAS, Tom Green County desires to retain the existing Planning/Management firm and Consulting Engineering firm;

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

1. That the firm of Municipal Consulting Agency is hereby designated as the Planning/Management firm.
2. That the firm of GSW, Inc. is hereby designated as the Consulting Engineering firm.

**PASSED AND APPROVED THIS 10<sup>th</sup> DAY OF SEPTEMBER 2002.**

  
County Judge  
Tom Green County

  
County Clerk  
Tom Green County



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

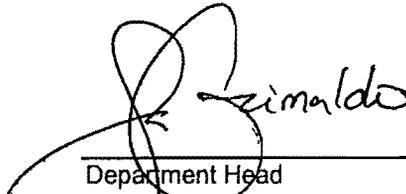
Michael D. Brown  
County Judge

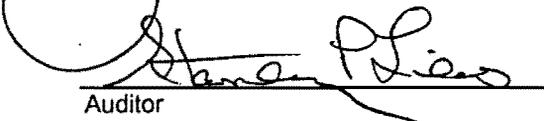
September 9, 2002

Fund: 001 General Fund

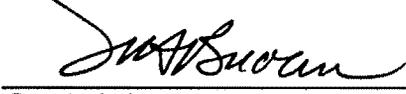
<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
002 Purchasing	0388 Cellular Phones/Pagers	275.00	
002 Purchasing	0405 Dues & Subscriptions	65.00	
002 Purchasing	0428 Travel & Training	456.00	
002 Purchasing	0435 Books	4.00	
002 Purchasing	0109 Salary/Supervisor		800.00

To Transfer Funds to Cover Anticipated Shortages

  
 \_\_\_\_\_  
 Department Head

  
 \_\_\_\_\_  
 Auditor

9-10-02  
 \_\_\_\_\_  
 Date Approved by Commissioners Court

  
 \_\_\_\_\_  
 County Judge

  
 \_\_\_\_\_  
 Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

September 9, 2002

Fund: 001 General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
003 County Clerk	0405 Dues & Subscriptions	100.00	
003 County Clerk	0428 Travel & Training	275.00	
003 County Clerk	0301 Office Supplies		375.00

To Transfer Funds to Cover Anticipated Shortages

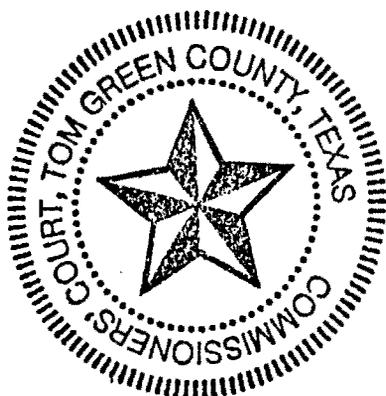
*Elizabeth Mc Gill*  
\_\_\_\_\_  
Department Head

*Stanley P. Lee*  
\_\_\_\_\_  
Auditor

9-10-02  
\_\_\_\_\_  
Date Approved by Commissioners Court

*Michael D. Brown*  
\_\_\_\_\_  
County Judge

*Elizabeth Mc Gill*  
\_\_\_\_\_  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

September 9, 2002

Fund: 001 General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
036 County Treasurer	0428 Travel & Training	302.90	
006 County Court Collections	0428 Travel & Training		302.90
006 County Court Collections	0400 Professional Service	275.00	
006 County Court Collections	0105 Salary/Employees		275.00

Transfer Training Funds to Proper Department  
To Transfer Funds to Cover Anticipated Shortages

*Tom Sporki*  
Department Head

9-10-02  
Date Approved by Commissioners Court

*Stanley P. Lee*  
Auditor

*MA Swan*  
County Judge

*Elizabeth McGill*  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

September 9, 2002

Fund: 001 General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
008 Information Technology	0388 Cellular Phones/Pagers	520.00	
008 Information Technology	0428 Travel & Training		520.00
008 Information Technology	0482 Capitalized Software	13,345.00	
008 Information Technology	0469 Software Expense		9,990.00
008 Information Technology	0445 Software Maintenance		3,355.00
008 Information Technology	0678 Contract Services	11,475.00	
008 Information Technology	0105 Salary/Employees		10,000.00
008 Information Technology	0109 Salary/Supervisor		1,475.00

Transfer Funds to Cover Budget Shortage  
Transfer Funds for Expenditures Greater Than Capitalization Rate  
Transfer Funds to Cover Contract With Cal Tech.

*Susan Counts*  
\_\_\_\_\_  
Department Head

*9-10-02*  
\_\_\_\_\_  
Date Approved by Commissioners Court

*Standa P. Lewis*  
\_\_\_\_\_  
Auditor

*Michael D. Brown*  
\_\_\_\_\_  
County Judge

*Elizabeth McGill*  
\_\_\_\_\_  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

September 9, 2002

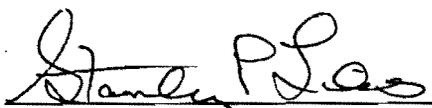
Fund: 001 General Fund

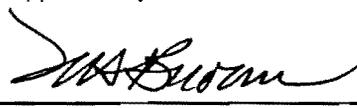
<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
053 Constable Precinct #4	0301 Office Supplies	100.00	
053 Constable Precinct #4	0388 Cellular Phone/Pager	154.00	
053 Constable Precinct #4	0403 Bond Premiums	50.00	
053 Constable Precinct #4	0475 Equipment	400.00	
053 Constable Precinct #4	0105 Salary/Elected Official		704.00

To Transfer Funds to Cover Anticipated Shortages

  
\_\_\_\_\_  
Department Head

9-10-02  
\_\_\_\_\_  
Date Approved by Commissioners Court

  
\_\_\_\_\_  
Auditor

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

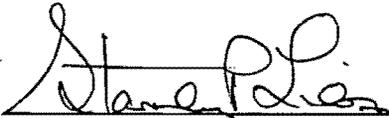
Michael D. Brown  
County Judge

September 10, 2002

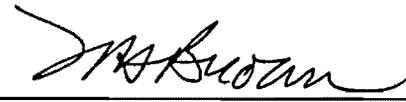
Fund: 001 General Fund/006 Road & Bridge 2/4

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
081 Parks & Solid Waste	0572 Hand Tools & Equipment	2,049.40	
199 Road & Bridge 2/4	0573 Road Equipment	31,475.85	

To Reclassify Proceeds from Surplus Sales

  
\_\_\_\_\_  
Auditor

9-10-02  
Date Approved by Commissioners Court

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Attest - County Clerk



# COMMISSIONERS' COURT TOM GREEN COUNTY



## Line-Item Transfers

Michael D. Brown  
County Judge

September 4, 2002

Fund: Road & Bridge Prct 1 & 3

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
198 Road & Bridge Prct 1 & 3	0514 Special Projects		15,500.00
198 Road & Bridge Prct 1 & 3	0571 Automobiles		7,444.00
198 Road & Bridge Prct 1 & 3	0573 Road Equipment		10,507.00
198 Road & Bridge Prct 1 & 3	0356 Maintenance & Paving	33,451.00	

Reason

Transfer Funds for Paving on Landers, etc.

*John Webb*  
*Clayton Friend*

9-10-02  
Date Approved by Commissioners' Court

*Stanley Lewis*  
Auditor

*SM Swan*  
County Judge



*Elizabeth McGeel*  
Attest - County Clerk