

**Tom Green County Commissioners' Court
August 9, 2005**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session August 9, 2005 in the Edd B. Keyes Building, with the following members present:

- Ralph E. Hoelscher, Commissioner of Precinct #1
- Karl Bookter, Commissioner of Precinct #2
- Steve Floyd, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:35 AM.
2. County Clerk, Elizabeth McGill offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Bookter moved to accept the Consent Agenda as presented. Commissioner Hoelscher seconded the motion. The following items were approved:**
 - A. Approved the Minutes of the Meeting from August 2nd, 2005.
 - B. Approved the Minutes of Accounts Allowable (Bills) from August 3rd-9th, 2005 in the amount of \$ 406,594.26.
Purchase Orders from August 1st – 12th, 2005 in the amount of \$76,109.01.
 - C. **Approved 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>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Woodard, Bobby	Jail	New Hire	8-02-05	16/1	\$874.22 S/M	
Durden, Darin	Juvenile Detention	Demotion	8-14-05	N/A	\$7.50/Hour	
Paxson, Marc	District Attorney	New Hire	8-02-05	N/A	\$6.60/Hour	
Woods, Katherine	Jail	New Hire	8-02-05	16/1	\$874.22 S/M	

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>	GRADE STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Painter, Camilla K.	Library	Resignation	8-11-05	N/A	\$6.45/Hour	
Asbill, Brandon	County Extension	Resignation	8-15-05	N/A	\$611.01 S/M	308.33 S/M
Kruse, Kachina R.	Jail	Resignation	8-18-05	16/2	\$896.30 S/M	
Cardona, Arturo	Jail	Resignation	7-26-05	18/2	\$989.01 S/M	
Shields, Amy J.	CSCD	Salary Increase	7-01-05	N/A	\$792.42 S/M	
Aguilar, Diane	Jail	Resignation	8-05-05	16/2	\$896.30 S/M	
Perez, Victoria	Juvenile Probation	Resignation	8-15-05	N/A	\$1090.62 S/M	
Mendez, Norma A.	CSCD	Resignation	8-05-05	N/A	\$816.17 S/M	
Gutierrez, Bianca E.	CSCD	Promotion	8-08-05	N/A	\$792.42 S/M	
Bennett, Ann E.	CSCD	Salary Increase	8-16-05	N/A	\$1098.72 S/M	
Hawkes, Ronald J.	CSCD	Salary Increase	8-01-05	N/A	\$1030.52 S/M	
King, Leslie M.	CSCD	New Hire	8-01-05	N/A	\$770.17 S/M	

The following personnel actions are presented for *Grants* as a matter of record: **None**

- D. Approved the request from Verizon Southwest to construct a communication line within the right-of-way of a county road 70 feet road bore from the East ROW to the West ROW of Hawk Avenue. A 1.5 inches poly pipe with drop wire will be placed at this location. The proposed work is located 880 feet to the south of Lehr Road drop wire and bore will be a minimum 24 inches deep.
- E. Approved the request from Verizon Southwest to construct a communication line within the right-of-way of a county road to bore of 70 feet with a buried drop wire in a 1.5 inches PVC from the west ROW to the East ROW of Mullins Crossing Road. Proposed bore will be located at 5461 Mullins Crossing Road. The buried drop will then be placed down the East ROW a distance of 65 feet to the existing pedestal. All drop wire will be placed a minimum of 24 inches deep.
- F. Accepted the Indigent Health Care Monthly 105 Report of Expenditures for July 2005 as a matter of record. (Recorded with these minutes.)
- G. Acknowledge September 9, 2005 as opening date for RFP 05-023 Dental Insurance.
- H. Accepted the Fee Collection Report by Justice of the Peace Precinct 1, 2, 3 and 4 for July 2005 pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed for review in County Clerk's Office.)

The motion passed 5-0.

5. **Judge Brown moved to approve all of the following as presented:**
- 1. A \$5.00 fee for the Appellate Judicial System for the Third Court of Appeals established by SB 241 (79th Regular Session).
 - 2. A \$5.00 fee authorized by SB 526 to be collected on criminal cases for the creation of a designated records fund for the Clerk of the Court.
 - 3. A Family Protection fee up to \$30.00 on civil case pursuant to SB6 – half of the fees collected will be distributed to the State and a portion to local agencies.
- Commissioner Hoelscher seconded the motion. The motion and second were rescinded.**

- Commissioner Floyd moved to approve all of the following as presented:**
- 1. A \$5.00 fee for the Appellate Judicial System for the Third Court of Appeals established by SB 241 (79th Regular Session).
 - 2. A \$5.00 fee authorized by SB 526 to be collected on criminal cases for the creation of a designated records fund for the Clerk of the Court.
 - 3. A Family Protection fee up to \$30.00 on civil case pursuant to SB6 – half of the fees collected will be distributed to the State and a portion to local agencies.
- Commissioner Hoelscher seconded the motion.**

Commissioners Floyd and Hoelscher voted in favor of the motion.
Commissioners Easingwood and Bookter voted in opposition of the motion.
Judge Brown Abstained. The motion failed as a tie vote of 2 to 2.

Commissioner Easingwood moved to approve a \$5.00 fee for the Appellate Judicial System for the Third Court of Appeals established by SB 241 in the 79th Regular Session by the adoption of such a resolution. Commissioner Floyd seconded the motion. The motion passed 5-0. (Resolution recorded with these minutes.)

Commissioner Easingwood moved to approve a \$5.00 fee authorized by SB 526 to be collected on criminal cases for the creation of a designated records fund for the Clerk of the Court. Commissioner Bookter seconded the motion. The motion passed 5-0.

Commissioner Floyd moved to approve A Family Protection fee up to \$30.00 on civil case pursuant to SB6 – half of the fees collected will be distributed to the State and a portion to local agencies. Commissioner Hoelscher seconded the motion. Commissioners Floyd and Hoelscher voted in favor of the motion. Commissioners Easingwood and Bookter voted in opposition of the motion. Judge Brown Abstained stating a conflict of interest. The motion failed as a tie vote of 2 to 2.

6. Commissioner Easingwood moved to accept the Jury Plan for District, County, Probate and Justice of the Peace Courts in accordance with Section 62.011 of the Government Code as presented. Commissioner Bookter seconded the motion. The motion passed 5-0.
7. Judge Brown moved to approve the plat of the Water Valley ISD Elementary Subdivision as presented. Commissioner Floyd seconded the motion. The motion passed 5-0.
8. Judge Brown moved to certify to funds in the amount of \$45,000.00 that had not been previously included in the FY 05 Budget and set an additional expenditure for Professional Fees (HHSC CAT-D Grant Budget line item 001-086-0675) in the amount of \$3,333.00. Commissioner Easingwood seconded the motion. The motion passed 5-0.
9. Commissioner Easingwood moved to award the contract for Management Services to Municipal Consulting Agency, headed by Valree Thompson, for the 2005 Texas Community Development Program Grant Project from the Office of Rural Community Affairs for the replacement of 2 inches or less water lines in Christoval. Commissioner Bookter seconded the motion. The motion passed 5-0. (Proposal recorded with these minutes.)
11. Judge Brown moved to adopt a Resolution listing Tom Green County as the depository for the funds and authorize the County Auditor (Stanley P. Liles), County Judge (Michael D. Brown) and County Clerk (Elizabeth McGill) as the signatures for the financial documents that pertain to the

2005 Texas Community Development Program Grant. Commissioner Easingwood seconded the motion. (Recorded with these minutes.)

11. (A) Commissioner Floyd moved to approve a Resolution, with the appropriate wording as required by the Governor's Office, for the Tom Green County Juvenile Probation Department to Contract with Big Brothers, Big Sisters of West Central Texas for a Mentoring Grant from the Office of the Governor's Criminal Justice Division to serve Juveniles in the area. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

12. **Tabled** consideration for revision of the County Parks Policy.

10. Tabled consideration for awarding Contract for Engineering Services for the 2005 Texas Community Development Program Grant Project.

13. **Commissioner Easingwood moved to authorize the Tom Green County Risk Manager to add the Sheriff's Department's Volunteer Reserve Deputies to the County's Liability policy with funding, not to exceed \$750.00, to be taken from fund 001-009-0204. Commissioner Floyd seconded the motion. The motion passed 5-0.**

14. **Judge Brown moved to exceed the effective tax rate and schedule public hearings for August 17th and August 23rd, 2005. Commissioner Bookter seconded the motion. The motion passed 5-0.**

15. The only issue discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations was regarding recommendations for Abbott Lane. **No action was taken.**

16. There were no line item transfers.

17. Future Agenda Items Discussed:

1. Consider revisions to the County Parks Policy
2. Consider awarding Contract for Engineering Services for the 2005 Texas Community Development Program Grant Project. (Valree Thompson-Municipal Consulting).
3. Consider Extension Office Schedule of Travel.
4. Consider acknowledgement of Commissioner Easingwood's certification of required training for the record.
5. Consider awarding RFB and approve Contract for County Clerk's Office.
6. Consider setting Archive fee for Criminal records and approval of plan.

18. Announcements:

1. Texas Association of Counties Post Legislative Seminar, in Austin, August 10th-13th, 2005.
2. The next regular Commissioners' Court meeting will be Tuesday August 23rd, 2005.

3. Public Hearings regarding exceeding effective tax rate will be August 17th and 23rd, 2005.

19. Judge Brown adjourned the meeting at 9:58 AM.

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on August 9th, 2005.

I hereby set my hand and seal to this record August 23rd, 2005.

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

Treasurers' Report on Bills during the Period of

August 3, 2005, 2005 TO August 9, 2005

Hand delivered Date: 08/08/05 Time: 11:30 a.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

OPER Bank Account Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations; Funds 50 & 55 Dist Attorney Hot Check Funds; the CSCD (CSCD & CRTC State Funds) Bank Account and the JUV (Juvenile State Funds) Bank Account.

CSCD, CRTC, and Juvenile submit invoices related to CSCD or JUV accounts to the Auditor for processing. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office before issuance of checks.

Bank Account Code - Budget

OPER - County Budget General Operating Account
JUV- State Budget Juvenile Operating Account
CE - Operating Account-Cafeteria Plan Trust-Employee Deductions
BOND- Property Tax Budget Bond Issues Operating Account

CSCD- State Budget CSCD General Operating Account
PC- Clearing account- Paychecks - Benefits-Deductions
95 - Operating Account for Detention Construction Funds
FORT- Operating Account for Sheriff and District Attorney Forfeiture Funds

\$406,594.26 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

Jury Checks

Voids-Month of

Miscellaneous

\$406,594.26 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mista, Deputy Treasurer

Approved in Commissioner's Court on _____

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green County Report for (Month/Year) 07/05

Amendment of the Report for (Month/Year) _____

I. Caseload Data

Number of eligible individuals at the end of the report month	104
Number of SSI appellants within caseload at the end of report month	27

II. Creditable Expenditures During Report Month

Physicians Services	1. \$8,778.87	
Prescription Drugs	2. \$3,126.60	
Hospital, Inpatient Services	3. \$15,044.84	
Hospital, Outpatient Services	4. \$1,703.38	
Laboratory/X-Ray Services	5. \$652.29	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$1,416.16	
Total Expenditures (Add #1 through #10.)		11. \$30,722.14
Reimbursements Received (Do not include State Assistance.)	12. (\$11,148.31)	
6% Case Review Findings (\$ in error)	13. (\$0.00)	
Total to be deducted (Add #12 + #13.)		14. (\$11,148.31)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$19,573.83

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 606,086.49

General Revenue Tax Levy (GRTL) \$ 19,559,893.00

8% of GRTL \$ 1,564,791.44 6% of GRTL \$ 1,173,593.58

Anita I. Dunlap

Signature of Person Submitting Report

08/01/05

Date

Print Name and Title Anita Dunlap, Director, Tom Green County Indigent Health Care

SUGGESTED COMMISSIONER'S COURT RESOLUTION

WHEREAS, TOM GREEN County, Texas, is located within the Third Court of Appeals District; and,

WHEREAS, the 79th Legislature enacted Senate Bill 241, which amends Subchapter C, Chapter 22 of the Texas Government Code: by adding Section 22.2041.

WHEREAS, in order to fund the appellate judicial system, a fee of \$5 is set for each civil suit filed in a county court, county court at law, probate court, or district court in this county, except that this fee does not apply to a suit filed by this County or to a suit for delinquent taxes. This fee shall be taxed, collected, and paid as other court costs in a suit.

IT IS FURTHER ORDERED that the Clerk of the Court who collects the aforementioned fee shall pay same to the County officer who performs the County Treasurer's functions, and said officer shall deposit said fee in a separate appellate judicial system fund. The balance of the fund shall be paid by the first of the month following collection of the fee to: Diane O'Neal, Clerk of the Court, Third Court of Appeals, P. O. Box 12547, Austin, Texas 78711.

IT IS FURTHER ORDERED that management of the appellate judicial system fund is vested in the Chief Justice of the Third Court of Appeals.

This order shall take effect September 1, 2005.

ENACTED and APPROVED on this 9th day of AUGUST, 2005.

J. M. Brown
County Judge

Ralph Hoelscher
Commissioner, Pct. 1

Karl Boaktes
Commissioner, Pct. 2

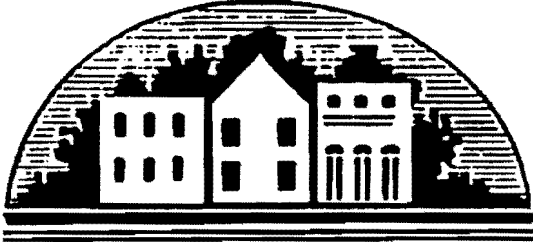
Steve Hed
Commissioner, Pct. 3

Richard E. Kingard, Jr.
Commissioner, Pct. 4

ATTESTED TO:

Elizabeth McMill
County Clerk





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**PROPOSAL FOR
GRANT ADMINISTRATION/MANAGEMENT SERVICES
FOR TOM GREEN COUNTY'S 2005
TEXAS COMMUNITY DEVELOPMENT PROGRAM GRANT**

VOL. 82 PG. 174

P.O. BOX 1247

LEONARD, TEXAS 75452

(903) 587-0807

PART I

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Municipal Consulting Agency shall provide the following scope of services to Tom Green County for the administration of their 2005 Texas Community Development Program grant project:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintain the filing system.
3. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations.
5. Furnish the County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and ORCA.
7. Prepare and submit to the ORCA documentation necessary for amending the TCDP contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare "Recipient Disclosure Report" form for County signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.

12. Provide guidance and assistance to the County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to the ORCA.
 - Establish a separate acquisition file for each parcel of real property acquired.
 - Determine necessary method(s) for acquiring real property.
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement.
 - Assist the County in negotiation with property owner(s).
13. Maintain TCDP Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either ORCA or HUD.

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the State's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to the ORCA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TCDP program income.

C. Environmental Review

1. Prepare the environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare "Request for Release of Funds" and "Certifications" to be sent to the ORCA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to the ORCA.

E. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

F. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the County in documenting compliance with all Federal and State requirements related to equal employment opportunity.
3. Assist the County in documenting compliance with all Federal and State requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local Labor Standards Officer. Notify the ORCA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from the ORCA.
6. Provide sample TCDP contract documents to Engineer.
7. Advertise for bids.
8. Make ten-day call to the ORCA.
9. Verify construction contractor eligibility with the ORCA.
10. Review construction contract.
11. Conduct "Pre-construction Conference" and prepare minutes.
12. Submit any reports of additional classification and rates to the ORCA.
13. Issue "Notice of Start of Construction" to the ORCA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.

15. Process and submit change orders to the ORCA prior to execution.
16. Obtain "Certificate of Construction Completion/Final Wage Compliance Report" and submit to the ORCA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

G. Audit / Close-out Procedures

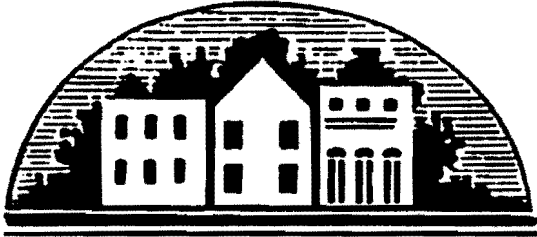
1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist the County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.

PART II

STATEMENT OF QUALIFICATIONS

Municipal Consulting Agency has been providing grant administration and management services for over fifteen years. The following items directly follow this page:

- **Valree Cox Thompson Resume**
- **Client Projects**
- **Client References**



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EXPERIENCE AND EDUCATION

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Valree Thompson, owner of Municipal Consulting Agency has over fifteen years of community and economic development experience. Prior to establishing Municipal Consulting Agency in 1991, Valree Thompson's work experience included:

- ◆ Director of Community & Economic Development for consulting firm
- ◆ Economic Research Analyst for an economic research firm
- ◆ Internship at the North Central Texas Council of Governments

Municipal Consulting Agency has worked for over forty small cities, counties, and non-profit organizations throughout the State of Texas. Valree Thompson has a Bachelors Degree in Urban Geography and a Masters Degree in Political Economy from the University of Texas at Dallas. Her specializations include community development, economic development, public administration, and urban planning/analysis.

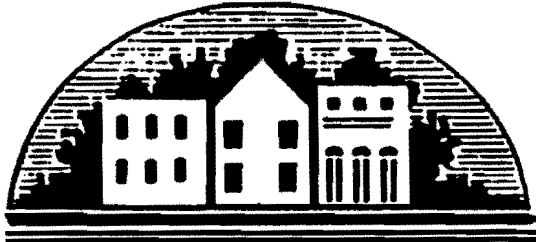
Municipal Consulting Agency specializes in assisting clients in obtaining grant funds from federal and state agencies. These grant monies can be obtained to provide community development improvements (such as water or sewer system improvements), park improvements, fire protection equipment, and economic development projects.

Municipal Consulting Agency does not charge a fee for the preparation of a grant application. Our income is derived from the grant when it has been successfully funded. Municipal Consulting Agency is committed to providing honest, professional and personal service to our clients. Our firm's reputation has been built on these principals.

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**TEXAS COMMUNITY DEVELOPMENT PROGRAM PROJECTS ADMINISTERED
BY MUNICIPAL CONSULTING AGENCY (PARTIAL LISTING)**

Client	Program	Grant Amount	Project Description
Bronte	2003 TCDP	\$174,999.00	Replacement of deteriorated water lines.
Bryson	2002 STEP-TCDP	\$131,200.00	First-time sewer service to ten homes.
Bryson	2003 TCDP	\$150,000.00	Installation of a new water well.
Chillicothe	2004 TCDP	\$150,000.00	Replacement of 10,300 linear feet of water lines.
Grandfalls	2001 TCDP	\$350,000.00	Replacement of water transmission line.
Megargel	2003 TCDP	\$150,000.00	Installation of ground storage tank.
Menard	2003 TCDP	\$174,000.00	Renovations at wastewater treatment plant.
Pyote	2004 TCDP	\$350,000.00	First-time municipal sewer service.
Quanah	2004 TCDP	\$150,000.00	Sewer treatment plant renovations.
Rising Star	2004 TCDP	\$250,000.00	Replacement of deteriorated sanitary sewer manholes.
Robert Lee	2002 TCDP	\$174,999.00	Renovations at water treatment plant.
Terrell County	2000 Colonia/EDAP	\$500,000.00	Installation of first-time municipal sewer system.
Throckmorton	2000 STEP	\$800,000.00	Pipeline for alternative water source.
Toyah	2004 TCDP	\$350,000.00	Replacement of sanitary sewer yard lines.
Toyah	2003 Disaster Relief	\$350,000.00	Replacement of streets and County roads.
Wickett	2004 TCDP	\$350,000.00	Replacement of water lines and pump station.



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**MUNICIPAL CONSULTING AGENCY
LIST OF REFERNECES**

Name	Contact Person	Address	City	Zip	Phone
Bronte	Pat Martindale	P.O. Box 370	Bronte	76933	325/473-3501
Chillicothe	Jo Stone	P.O. Box 546	Chillicothe	79225	940/852-5211
Glasscock Co.	Judge Bednar	P.O. Box 67	Garden City	79739	432/354-2382
Megargel	Ashley Hartgrave	P.O. Box 31	Megargel	76370	940/562-2341
Menard	Sharon Key	P.O. Box 145	Menard	76859	325/396-4706
Quanah	Danny Fails	P.O. Box 629	Quanah	79252	940/663-5336
Rising Star	Jan Clark	P.O. Box 35	Rising Star	76471	254/643-1212
Robert Lee	Kay Torres	P.O. Box 26	Robert Lee	76945	325/453-2831
Toyah	Sandy Terry	P.O. Box 144	Toyah	79785	432/259-3908
Wickett	Harold Ferguson	P.O. Box 185	Wickett	79788	432/943-6765

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P.O. BOX 1247

LEONARD, TEXAS 75452

(903) 587-0807

PART III

PAYMENT SCHEDULE

PROFESSIONAL MANAGEMENT SERVICES

The maximum amount of compensation and reimbursement to be paid shall not exceed \$15,000.00. The amount of compensation and reimbursement for grant management services will be provided for completion of the following project milestones per the following percentages of the maximum contract amount.

Milestone	% of Contract Fee
• Establishment of Recordkeeping System	30%
• Completion of Environmental Review	10%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	10%
• Labor Standards Compliance/Completion of Construction	10%
• Comply with EEO / Fair Housing Requirements	10%
• Labor Standards Compliance / Completion of Construction	10%
• Filing of all Required Close-out Information	10%
Total	100%

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified

1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor

agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the City/County and no other public official of such City/County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSIONERS' COURT OF TOM GREEN COUNTY, TEXAS, AUTHORIZING THE SIGNATORS ON FINANCIAL DOCUMENTS PERTAINING TO THE COUNTY'S 2005 TEXAS COMMUNITY DEVELOPMENT PROGRAM PROJECT FROM THE OFFICE OF RURAL COMMUNITY AFFAIRS.

WHEREAS, Tom Green County was funded under the 2005 Texas Community Development Program from the Office of Rural Community Affairs, and

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

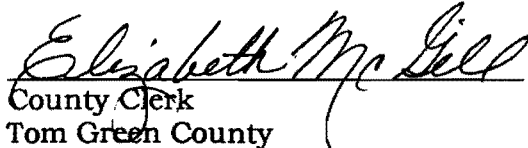
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS' COURT OF TOM GREEN COUNTY, TEXAS:

1. The following persons are authorized to sign financial documents that pertain to the 2005 Texas Community Development Program Grant
 1. County Auditor--(Stanley P. Liles)
 2. County Judge----(Michael D. Brown)
 3. County Clerk----(Elizabeth McGill)

PASSED AND APPROVED THIS 9th DAY OF AUGUST, 2005.



County Judge
Tom Green County



County Clerk
Tom Green County



Resolution
Tom Green County Commissioner's Court

WHEREAS, The Tom Green County Commissioners Court finds it in the best interest of the citizens of San Angelo, Tom Green County, Texas that the Big Brothers Big Sisters of San Angelo be operated for the year 2005 in partnership with Tom Green County Juvenile Probation Department for the purpose of placing at-risk or disadvantaged youth with positive adult role models. and

WHEREAS, Tom Green County Commissioners Court agrees to guarantee applicable matching funds for the said project as required by the grant application; and

WHEREAS, Tom Green County Commissioners Court and Big Brothers Big Sisters agrees that in the event of loss or misuse of the Criminal Justice Division funds, Tom Green County Commissioners Court and Big Brothers Big Sisters assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS Tom Green County Commissioners Court designates Michael D. Brown, Tom Green County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Tom Green County Commissioners Court approves submission of the grant application for the Tom Green County Juvenile Probation Department for the Big Brothers Big Sisters project to the Office of the Governor, Criminal Justice Division.

Signed by: 
Michael D. Brown, Tom Green County Judge

Passed and Approved this 9th day of August 2005

Grant Application Number 18052-01