

## Tom Green County Commissioners' Court October 25<sup>th</sup>, 2005

The Commissioners' Court of Tom Green County, Texas, met in Regular Session October 25<sup>th</sup>, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph Hoelscher, Commissioner of Precinct #1  
Karl Bookter, Commissioner of Precinct #2  
Steve Floyd, Commissioner of Precinct #3  
**Richard Easingwood, Commissioner of Precinct #4 (Absent)**  
Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:08 A.M.
2. Judge Brown recessed the Open Meeting to go into a Closed Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, subchapter D at 8:09AM.
5. Judge Brown reconvened the meeting in Open Session at 9:11A.M.
6. Judge Michael D. Brown offered the invocation. The Pledge of Allegiance to the United States and the Texas Flag were recited.
7. Bill Robinson, of Correction Concepts, Inc., addressed the Court and made the following announcement: The Board has selected two of three local citizens to serve on the Board of Directors and they are Steve Reames, a Professor at ASU and Cathy Ballard, Concho Valley Workforce Board.
8. **Commissioner Bookter moved to accept the Consent Agenda as presented.**  
**Commissioner Floyd seconded the motion. The following items were presented:**
  - A. Approved the Minutes of the Regular Meeting of October 11<sup>th</sup>, 2005.
  - B. Approved the Minutes of Accounts Allowable (Bills) from October 12<sup>th</sup> – 25<sup>th</sup>, 2005 in the amount of \$1,667,769.61. (Recorded with these minutes)  
Purchase Orders from October 10<sup>th</sup> – 14<sup>th</sup>, 2005 in the amount of \$768,398.52 and from October 17<sup>th</sup> – 21<sup>st</sup>, 2005 in the amount of \$326,979.63.
  - C. Accepted 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.</u> <u>DATE</u>	<u>GRADE/</u> <u>STEP</u>	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Harrell, Gail	Deputy Constable	Salary Increase	10-01-05	9/15	\$935.78 S/M	
Halfmann, Kathy	Jail	Promotion	10-16-05	N/A	\$1272.05 S/M	
Adams, Joseph M.	Constable	Salary Increase	10-01-05	N/A	\$1328.04 S/M	
Knox, Clifton P.	Constable	Salary Increase	10-01-05	N/A	\$1328.04 S/M	
Chernick, Michele B.	Constable	Salary Increase	10-01-05	N/A	\$1328.04 S/M	
Schwartz, Mark	Jail	Suspension	10-12-05	16/4	\$1003.55 S/M	
Armstrong, Dorothy	Jail	New Hire	10-17-05	N/A	\$1084.00 S/M	
Hunt, Whitney	Juvenile	New Hire	10-04-05	N/A	\$6.00/Hour	
Barton, Corey	Road & Bridge	Promotion	08-01-05	15/1	\$987.52 S/M	
Butera, Linda	JP #1	Promotion	10-18-05	12/5	\$846.26 S/M	
Lancaster, Jody	IT	Rehire	10-18-05	N/A	\$8.10/Hour	
Walker, Jeremy	Juvenile	New Hire	10-18-05	N/A	\$7.50/hour	

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Hahne, Dawn M.	Auditor	Resignation	9-28-05	N/A	\$1434.97 S/M	
Massey, Alisha	Juvenile	Dropped	10-13-05	N/A	\$7.50/Hour	
West, William	Juvenile	Dropped	10-13-05	N/A	\$7.50/Hour	
Strambler, Andre	Juvenile	Dropped	10-13-05	N/A	\$7.50/Hour	
Ford, Iyshia L.	Sheriff's Office	Resignation	10-31-05	12/2	\$785.84 S/M	
Holberg, Candace	JP #1	Resignation	10-31-05	12/5	\$846.26 S/M	
Dickenson, James	CSCD	Other	10-03-05	N/A	\$1278.21 S/M	
Chapa, Allyson	CSCD	Other	10-03-05	N/A	\$1073.67 S/M	
Watson, Andrea	CSCD	Other	10-16-05	N/A	\$1173.16 S/M	
Goldring, Lara E.	CSCD	Promotion	10-17-05	N/A	\$1238.00 S/M	
Tucker, William	CSCD	Promotion	10-17-05	N/A	\$1238.00 S/M	
Zarate, Sandra D.	CSCD	Promotion	10-01-05	N/A	\$1238.00 S/M	
Whitaker, Jeffrey R.	Sheriff's Office	Resignation	10-19-05	19/4	\$1161.73 S/M	
Taylor, Margaret	Elections	Retirement	11-30-05	N/A	\$1544.92 S/M	\$169.61/\$24.00 S/M

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

- D. Acknowledged Veteran County Service Officer, Gary Rommelfanger's, receipt of the "Dan Garcia Award of Excellence."
- E. **Tabled** the Local Government Management Review of the Tom Green County Treasurer's Office.
- F. Approved the Quarterly Solid Waste Report as presented as a matter of record.
- G. Approved the sale of City of San Angelo Tax Foreclosure properties being:
  1. The East 50 feet of the West 350 feet of the South one half of Block 2 Wade and Turner's Addition to Cesar Delatorre in the amount of \$1,600.00.
  2. Lots 21 & 22, Block 7, Ben Ficklin Addition to Robert Lopez & Estella R. Diaz in the amount of \$2,000.00.
  3. Lot 4, Block 4, Lake Concho Addition and Lot 15, Block 10, J.E.Douglas to John Lyle Guthals in the amount of \$2,074.00.
  4. The West ½ of Lot 11, all of Lot 12, Block 140, Fort Concho Addition to Anita and Lorenzo Rueda in the amount of \$700.00.
  5. Lot 11, Block 10, La Villita Heights to Anna and Joe H. Rodriguez in the amount of \$700.00.

**All voted in favor of the motion. The motion passed 4-0.**

- 9. There was **no action** on any matters discussed in Closed/Executive Session.
- 10. **Judge Brown moved to reappoint the following members to the MHMR Board of Trustees for a two year term from November 5, 2005 – November 5, 2007: Jaqueline Shannon, Roger Sidener, Pat Trevino and Jackie Walker. Commissioner Hoelscher seconded the motion. The motion passed 4-0.**

11. **Judge Brown moved to cast votes for the Appraisal District Board of Directors for a two year term beginning January 1, 2006 as follows: Dick Burnett – 196, A.H. “Chico” Denis- 196, Louis P. Gomez – 196 Walter W. Pfluger – 198 and John D. Phillips – 196 for a total of 982 votes cast by Tom Green County. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Recorded with these minutes.)**
12. **Commissioner Bookter moved to acknowledge the bores to be made and grant the request by Millersview – Doole Water Supply Corporation to place utility lines in the County right-of-way and bore under various county roads in Precincts 1 & 2 as presented with lines to be encased. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Recorded with these minutes.)**
19. **Judge Brown moved to fund the County Attorney’s Domestic Violence Unit in the total amount of \$115,000.00 to be inclusive of the previously approved funding, and make the budget amendment to allow the funding as a grant for FY 2006. The funds will be taken from reserves and the budget amended for County purposes and regular grant reporting continued. Commissioner Floyd seconded the motion. Judge Brown, Commissioners Hoelscher and Floyd voted in favor of the motion. Commissioner Bookter voted in opposition of the motion. The motion passed 3-1.**
13. **Judge Brown moved to approve the Contractual Agreement and Notice to Proceed relative to the Installation of a new chiller at the Edd B. Keyes Building with the adoption of Amendment #1 alternate regarding the demolition as to the original scope of work for the remodel of the Tom Green County Library with the monies being transferred as needed from other Building Maintenance line items. Authorize the County Judge to sign all necessary papers. Commissioner Hoelscher seconded the motion. The motion passed 4-0.**
14. **Susan Counts, Information Technology Director, reported to the Court that there had been quite a lot of down time due to a corruption of 5 hard drives on the server. The new server has been installed and they are in the process of recovering the misplaced data. Omni Base training in Austin has been completed. All but 1 new computer has been installed in the County Attorney’s office and the District Clerk’s are almost completed. They have had about 300 work orders since the last report. No Action taken on Quarterly Report given as a matter of record.**
15. **The CalTech Representatives reported that most of their hours had been spent installing the new server. They reported that the wireless installs for the Courthouse and the Justices of the Peace’s offices will be done this next quarter. (Chart of hours recorded with these minutes.) No action taken, Quarterly Report is a matter of record for information and updates.**

16. **Judge Brown tabled** the consideration for a Resolution for a cooperative effort between the City and the County for the purpose of applying to the Council of Government's Regional Solid Waste Grant Program to purchase a brush chipper for the City of San Angelo.

17. **Judge Brown moved to approve the renewal of a Highway 67/277 Grazing Lease between Gary L. & Sherry Halfmann and Tom Green County for 5 years for \$600.00. Commissioner Floyd seconded the motion. The motion passed 4-0.** (Recorded with these minutes.)

18. **Tabled consideration** of the revisions for the County Park Policy.

20. **Judge Brown moved to accept the auditor's Monthly Report for September 2005 as a matter of record as presented. Commissioner Bookter seconded the motion. The motion passed 4-0.** (Recorded with these minutes.)

21. **Judge Brown moved to acknowledge Notice of the Sub-receipt Award for the 2005 Homeland Security Grant Program. Commissioner Bookter seconded the motion. The motion passed 4-0.** (Recorded with these minutes.)

22. **Commissioner Bookter moved to accept title for a 1997 Ford van from CRTC and then transfer the title of the 1997 Ford van, as is, to the Concho Boxing Club Youth Program Inc. Commissioner Hoelscher seconded the motion. The motion passed 4-0.** (Recorded with these minutes.)

23. **No Action** regarding the Library/former Hemphill Wells Building.

24. The only issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations was:

Commissioners Easingwood is attending a school today to get updates on the newest regulations so he and Commissioner Floyd can work on the proposed changes for the subdivision rules and regulations and should have them ready for review and action within the next couple of months.

**No action was taken.**

25. **There were no line item transfers.**

26. **Future Agenda Items Discussed:**

1. Consider the County Parks Policy revisions.
2. Consider grant with the City for a Brush chipper.

27. **Announcements:**

1. The next Regular Scheduled Commissioners' Court meeting will be November 8<sup>th</sup>, 2005.
2. Employees on the Legacy insurance will have flu shots free and others will be at a cost of \$12.00.



**26. Judge Brown adjourned the meeting at 11:02 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 October 25<sup>th</sup>, 2005.**

**I hereby set my hand and seal to this record October 25<sup>th</sup>, 2005.**

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

# Treasurers' Report on Bills during the Period of

October 12, 2005, 2005 TO October 25, 2005

Hand delivered Date: 10/21/05 Time: 4:00 p.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

\$1,179,834.76 All Bank Accounts- Refer to Last Page

\$487,748.85 Payroll-Employee Paychecks 15-Oct-05

Payroll-Employee or Election Paychecks

\$186.00 Jury Checks 9/12/2005

Voids-Month of

Miscellaneous

\$1,667,769.61 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, 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

Absent

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

8-F

## TGC RESIDENTS 'FREE' LANDFILL USAGE REPORT

2005

MONTH	Patrons	COST	R&B 1/3	R&B 2/4	05 Monthly Total	FY 04 Totals	SAVINGS
OCT	137	<del>\$1,894.84</del>	\$46.57	\$71.47	<del>\$2,012.88</del>	\$2,182.96	\$170.08
NOV	110	<del>\$1,293.16</del>	\$46.59	\$71.49	<del>\$1,411.24</del>	\$2,609.00	\$1,197.76
DEC	153	<del>\$1,685.98</del>	\$45.96	\$70.53	<del>\$1,802.47</del>	\$2,237.89	\$435.42
JAN	212	\$1,483.07	\$47.74	\$73.26	<del>\$1,604.07</del>	\$3,048.80	\$1,423.94
FEB	166	\$1,334.53	\$47.83	\$73.40	<del>\$1,455.76</del>	\$2,065.39	\$609.63
MAR	181	\$2,116.95	\$48.17	\$73.92	<del>\$2,239.04</del>	\$2,431.27	\$192.23
APR	219	\$2,922.66	\$48.31	\$74.13	<del>\$3,045.10</del>	\$2,498.98	-\$546.12
MAY	170	\$1,771.08	\$48.17	\$73.92	<del>\$1,893.17</del>	\$2,085.93	\$192.76
JUNE	182	\$2,645.10	\$48.17	\$73.92	<del>\$2,767.19</del>	\$3,213.79	\$446.60
JULY	175	\$2,169.95	\$48.93	\$75.08	<del>\$2,445.09</del>	\$2,327.26	-\$117.83
AUG	182	\$2,460.44	\$50.31	\$77.20	<del>\$2,739.08</del>	\$1,992.49	-\$746.59
SEPT	180	\$2,537.63	\$50.89	\$78.10	<del>\$2,784.52</del>	<del>\$1,598.93</del>	<del>-\$1,185.59</del>
					<del>\$26,199.61</del>	\$28,292.69	\$2,072.29
					FY 05	FY 04	Savings vs FY04

*Agenda Item # 8 G*  
*Oct. 25, 2005*  
*The City Of*

# San Angelo, Texas

P.O. Box 1751 - Zip 76902



October 6, 2005

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

RE: Sale of Tax Foreclosure Property(s) – W ½ of Lot 11, all of Lot 12, Block 140, Ft Concho, TAX89-0503B; Lot 11, Blk 10, La Villita Heights, TAX89-0390-B; E 50' of the West 350' of the South one-half of Blk 2, Wade & Turner's Addn., B-02-0136; Lots 21 & 22, Blk 7, Ben Ficklin Addn., B-99-0081; Lot 4, Blk 4, Lake Concho Addn., B-03-0103-T; Lot 15, Blk 10, J E Douglas Addn., B-03-0103-T.

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in February 1995, February 1993, November 2002, January 2000, and March 2005 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.

All properties are vacant lots. The lot size for the property in Ft Concho Addn is 75' x 150' and is located at 224 W Ave S. The lot size for the La Villita property is 50' x 130' and is located on Ben Ficklin Rd. The lot size for the Wade & Turner property is 50' x 140' and is located on 15 Street. The lot size for the property in the Ben Ficklin Addn is 100' x 139' and is located on Ave Y. The lot size for the Lake Concho Addn. is 50' x 140' and is located on Parker Street and the lot size for the J E Douglas Property is 124' x 350' and is located on Pressuer Street.

The City has received an offer from Anita & Lorenzo Rueda in the amount of \$ 750.00, purchased through the Community Development Neighborhood Revitalization Program for the Fort Concho Property, an offer from Anna & Joe H Rodriguez in the amount of \$ 750.00, purchased through the Community Development Neighborhood Revitalization Program for the La Villita Property, an offer from Ceasar Delatorre in the amount of \$ 1600.00 for the Wade & Turner Addn, an offer from Robert Lopez & Estella R Diaz in the amount of \$ 2,000.00 for the Ben Ficklin property, and an offer from John Lyle Guthals in the amount of \$ 2074.00 for the Lake Concho and J E Douglas properties.

The City Council has approved the sale of the property(s). This matter is now being forwarded to you for your approval on your next agenda. Attached is each Resolution for your signature. Please forward a copy of the signed Resolutions.

Listed below is a breakdown of the amounts owed.

W ½ of Lot 11, all of Lot 12, Blk 140, Ft Concho

Purchased through the Community Development Neighborhood Revitalization Program

Taxes	\$ 3,202.79
District Clerk	1,600.25
Sheriff Fees	230.96
City Admin	<u>50.00</u>
	\$ 5,084.00

Lot 11, Block 10, La Villita Heights

Purchased through the Community Development Neighborhood Revitalization Program

Taxes	\$ 510.57
District Clerk	169.25
Sheriff Fees	135.18
Admin	<u>50.00</u>
	\$ 865.00

E 50' of the West 350' of the South one-half of Blk 2 Wade and Turner

Taxes	\$ 2,696.00
District Clerk	105.00
Sheriff Fees	40.00
Attorney	290.00
Liens	36.00
City Admin	<u>350.00</u>
	\$ 3,517.00

Lots 21 & 22, Block 7, Ben Ficklin

Taxes	\$ 2,168.62
Sheriff Fees	40.00
Attorney Fees	201.00
Liens	36.00

City Admin	<u>350.00</u>
	\$ 2,795.62

Lot 4, Block 4, Lake Concho

Taxes	\$ 708.00
District Clerk	15.00
Sheriff Fees	13.00
Attorney	197.00
City Admin	<u>350.00</u>
	\$ 1,283.00

Lot 15, Block 10, J E Douglas

Taxes	\$ 266.00
District Clerk	15.00
Sheriff Fees	13.00
Attorney	<u>197.00</u>
	\$ 791.00

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

**VOTING ENTITLEMENT**  
**FOR THE ELECTION OF MEMBERS**  
**TO THE BOARD OF DIRECTORS**  
**OF THE TOM GREEN COUNTY APPRAISAL DISTRICT**  
**FOR THE 2006 – 2007 TERM**

<b><u>TAXING UNIT</u></b>	<b><u>VOTING ENTITLEMENT</u></b>
Christoval Independent School District	85
City of San Angelo	1,367
Grape Creek Independent School District	106
San Angelo Independent School District	2,176
Tom Green County	982
Veribest Independent School District	60
Wall Independent School District	144
Water Valley Independent School District	<u>80</u>
<b>TOTAL</b>	<b>5,000</b>

**BALLOT**  
**FOR THE SELECTION OF MEMBERS**  
**TO THE BOARD OF DIRECTORS**  
**OF THE TOM GREEN COUNTY APPRAISAL DISTRICT**  
**FOR THE 2006-2007 TERM**

NAME OF THE TAXING UNIT: Tom Green County

NUMBER OF VOTES TO WHICH THIS UNIT IS ENTITLED: 982

<b><u>NOMINEE NAME:</u></b>	<b><u>NUMBER OF VOTES CAST</u></b>
Burnett, Dick .....	<u>196</u>
Denis, A. H. "Chico" .....	<u>196</u>
Gomez, Louis P. ....	<u>196</u>
Pfluger, Walter W. ....	<u>198</u>
Phillips, John D. ....	<u>196</u>
<b>TOTAL.....</b>	<b><u>982</u></b>

DATE OF VOTING ACTION: October 25<sup>th</sup>, 2005.

PRESIDING OFFICER SIGNATURE: *SM Swan*



ROAD AND METER CROSSINGS TOM GREEN COUNTY

NORTH RAY ROAD

HAVLAK ROAD

RUTH HYDE METER

SCHNEIDER ROAD

BRUCE GULY METER

JACKIE MILLER METER

KENNETH WINDHAM METER

STEVEN HALFMAN METER

NORTH ARRINGTON ROAD

ROBERT PARRY METER

SWITZER ROAD

EAST ARRINGTON ROAD

FOURTH ROAD RIGHT OF WAY (Burrage)

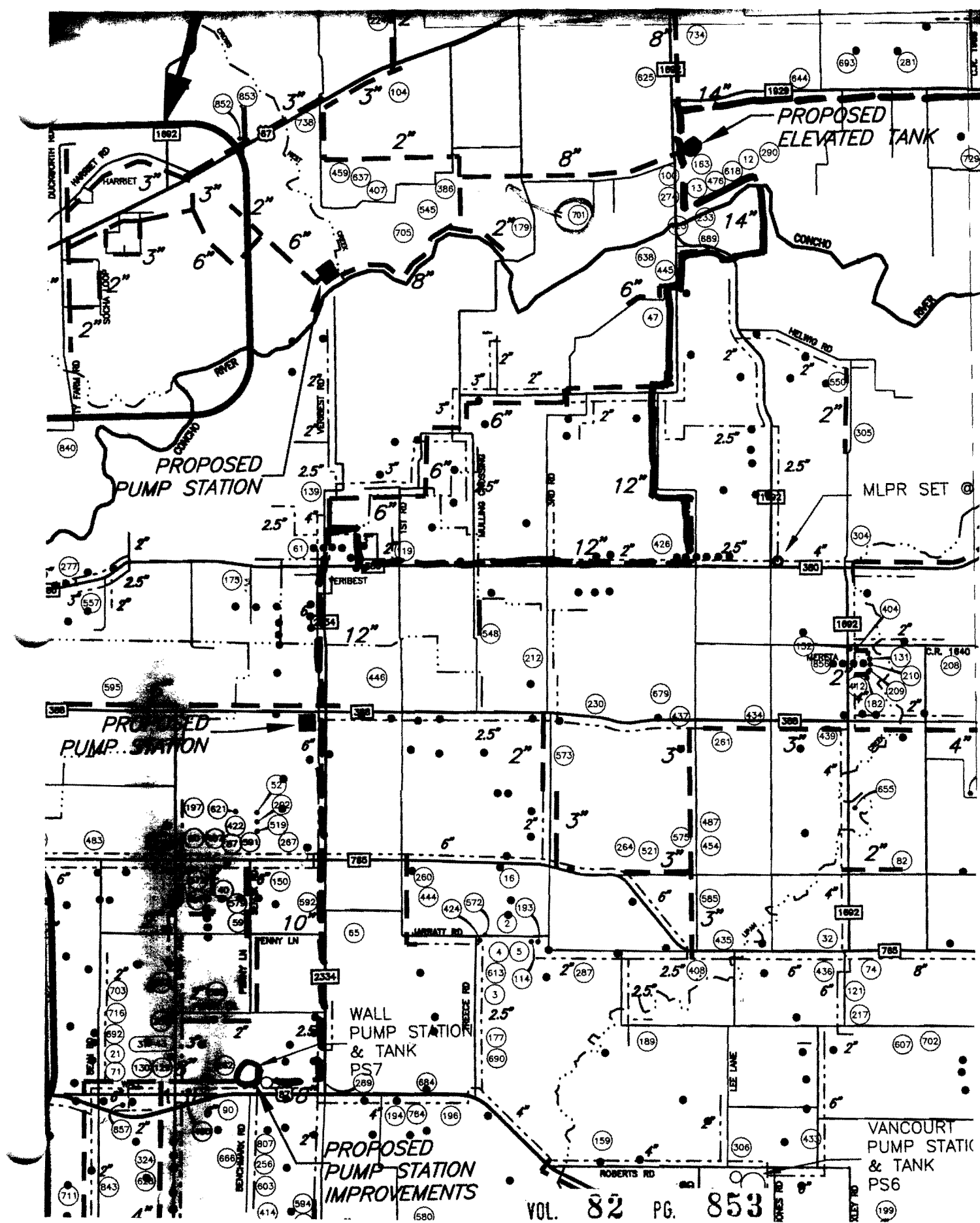
CECIL BOOK METER

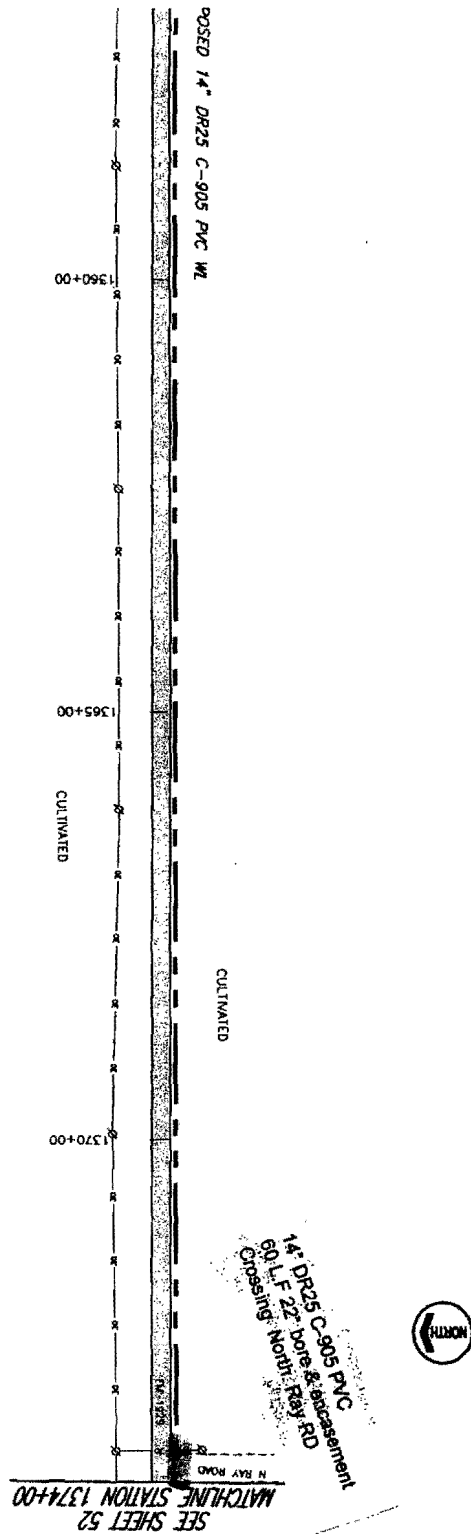
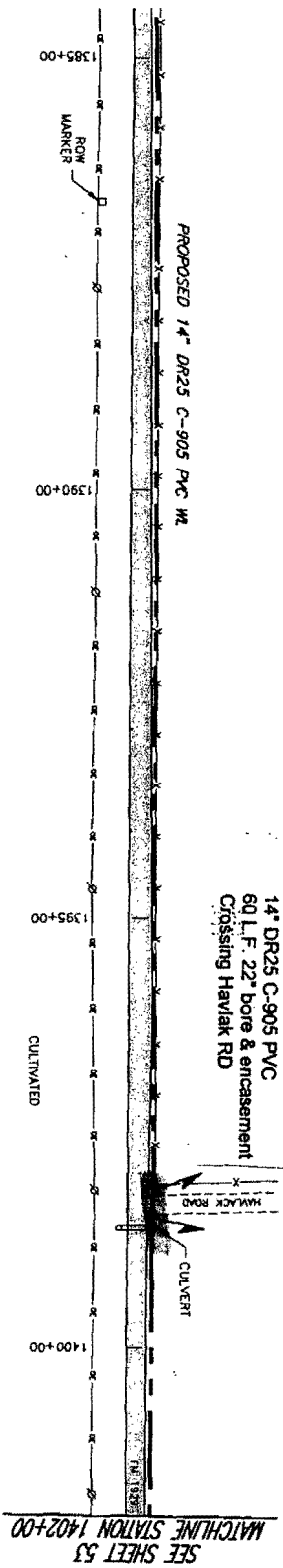
THIRD ROAD

MULLINS CROSSING

FIRST ROAD

EAST PENNY LANE





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MISSION LINE

SHEET

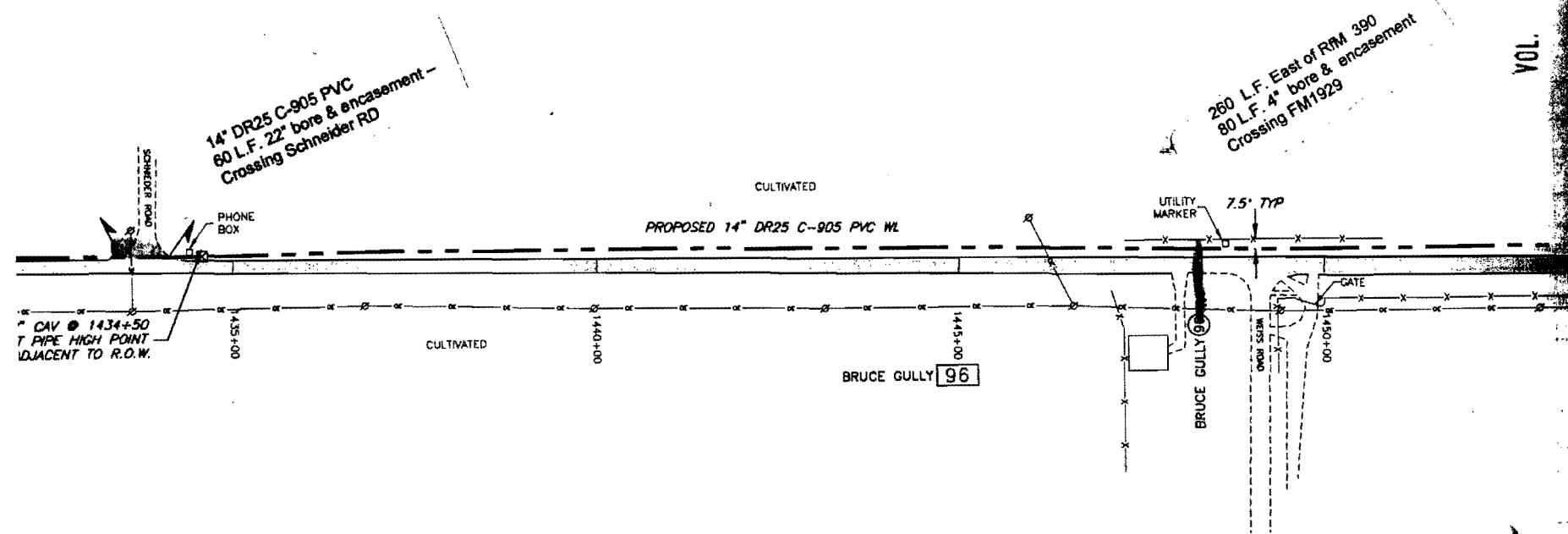
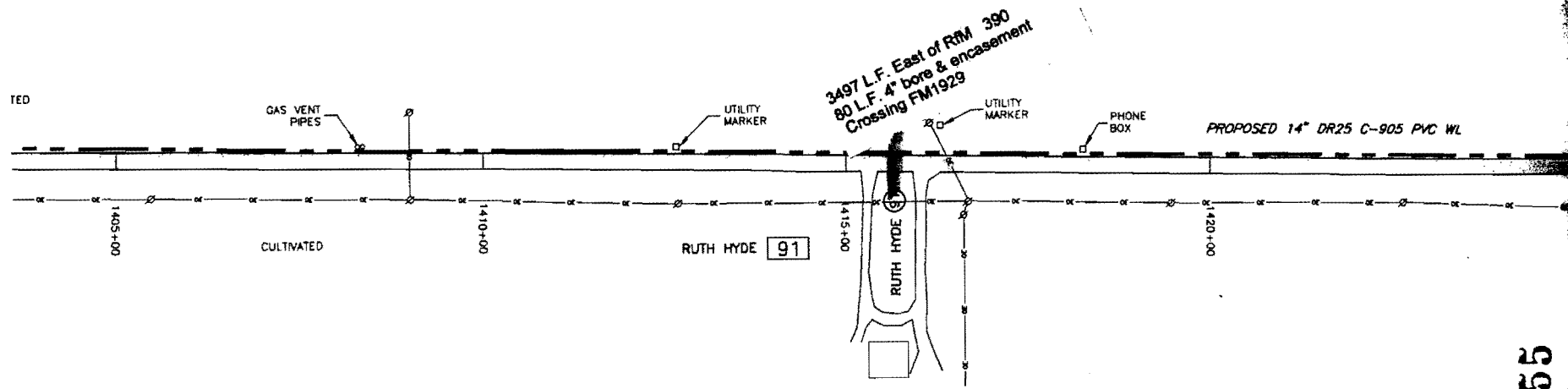
JACOB & MARTIN, LTD.  
Consulting Engineers  
3465 CURRY LANE ABILENE, TEXAS 79806  
325-695-1070 FAX 325-691-5134



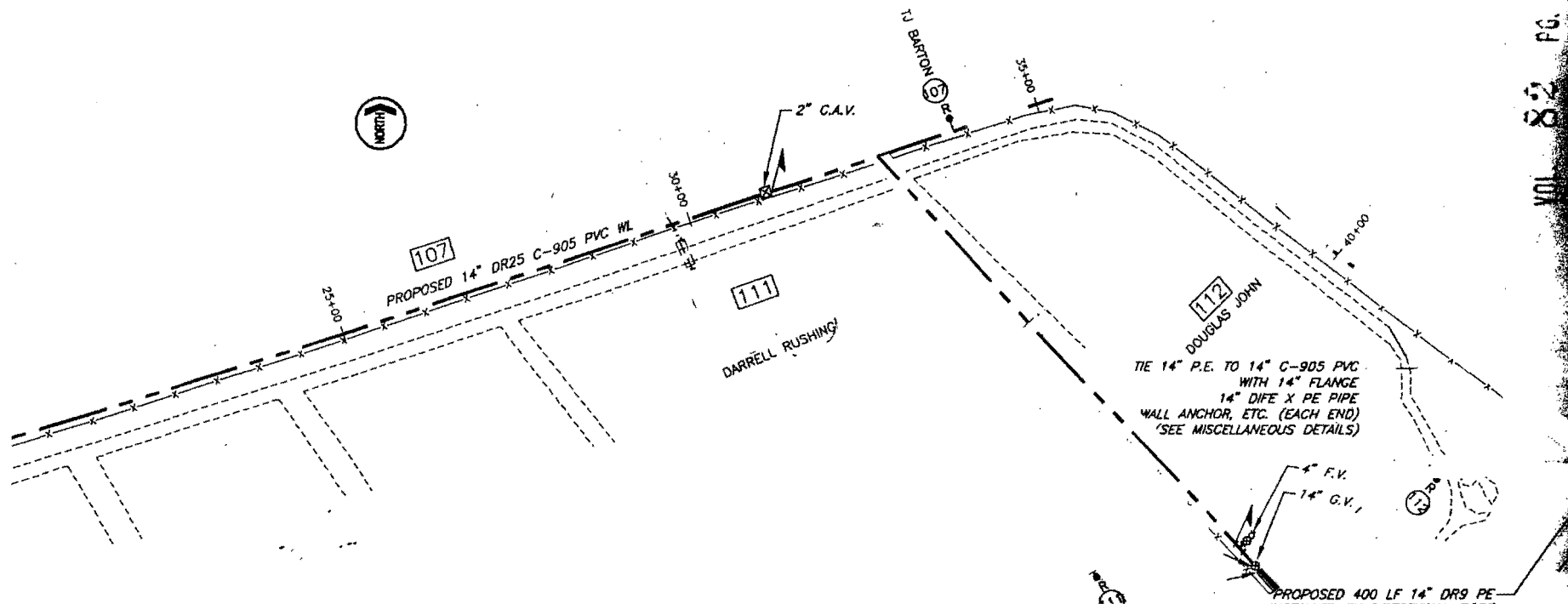
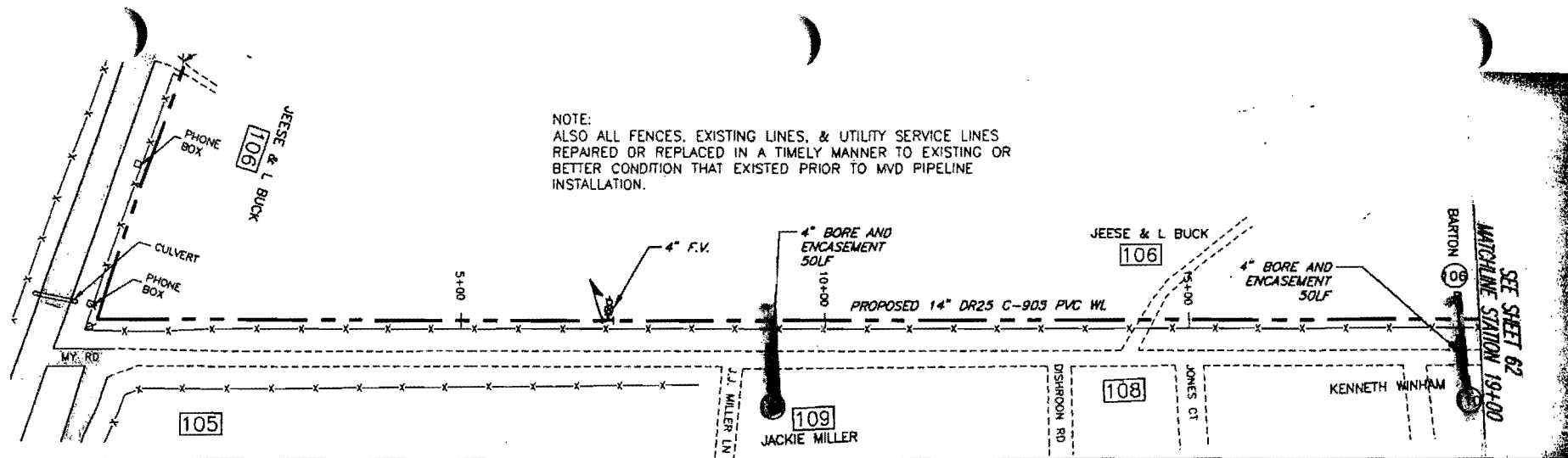
RATION  
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JACOB & MARTIN, LTD.  
Consulting Engineers  
3465 CURRY LANE ABILENE, TEXAS 79806  
325-695-1070 FAX 325-691-5134

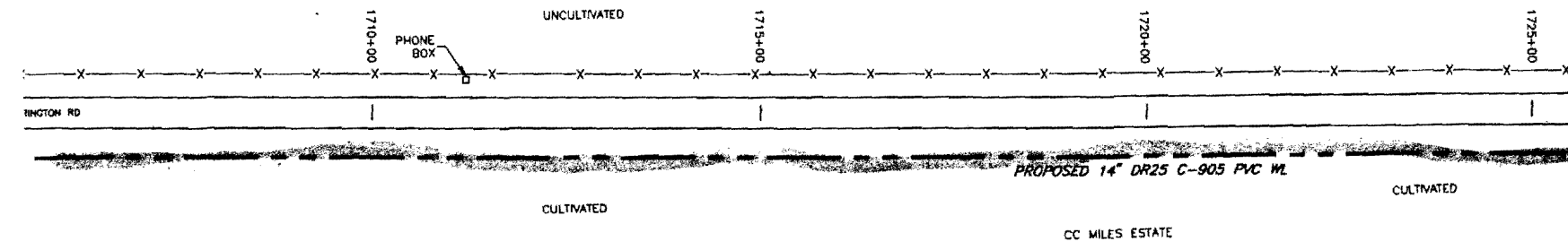
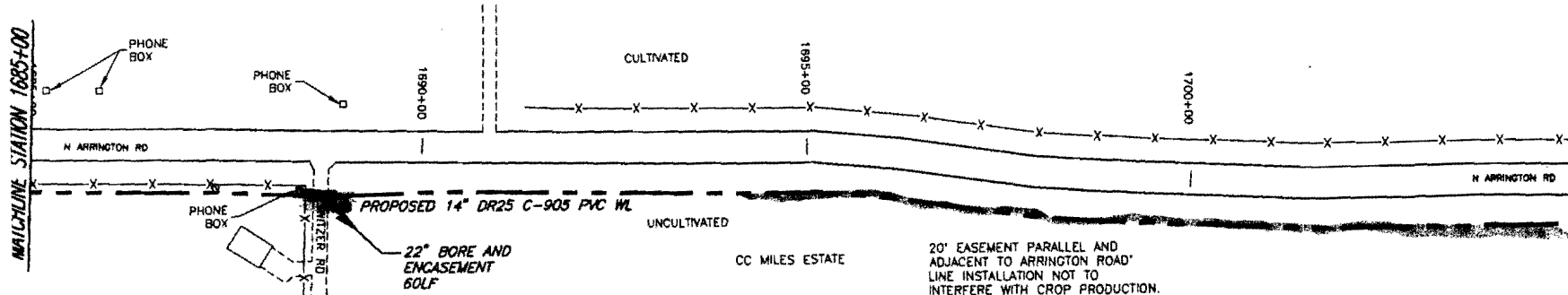




VOL. 82 PG. 855







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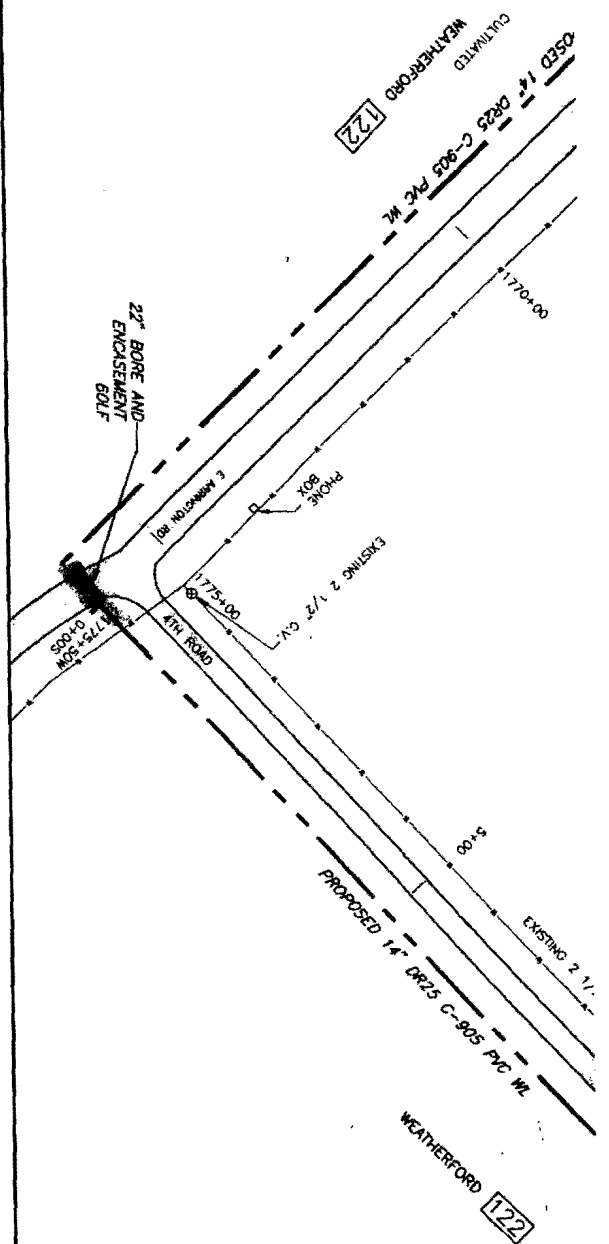
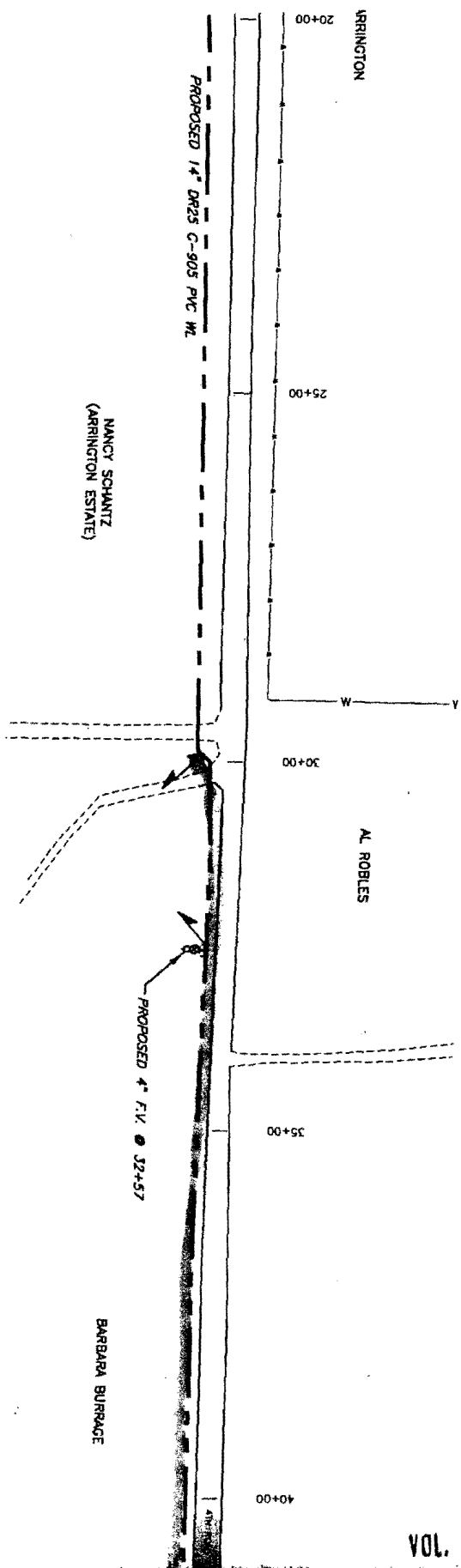
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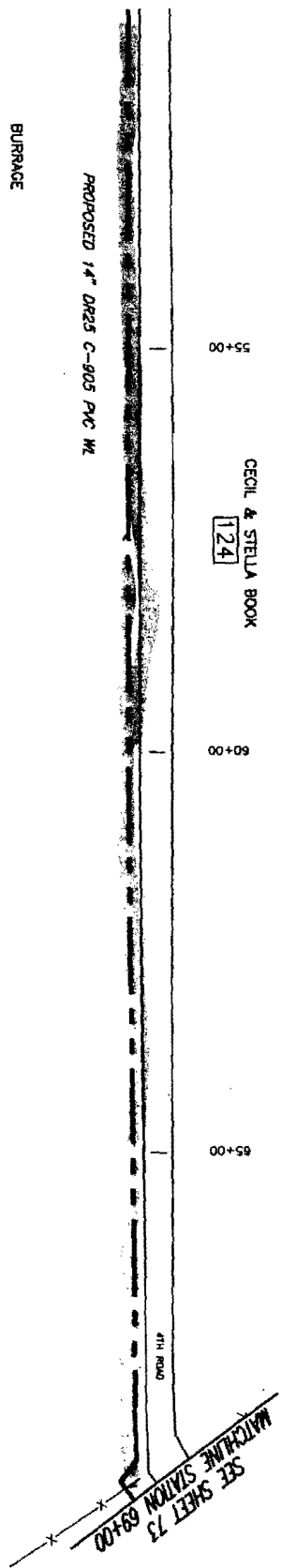
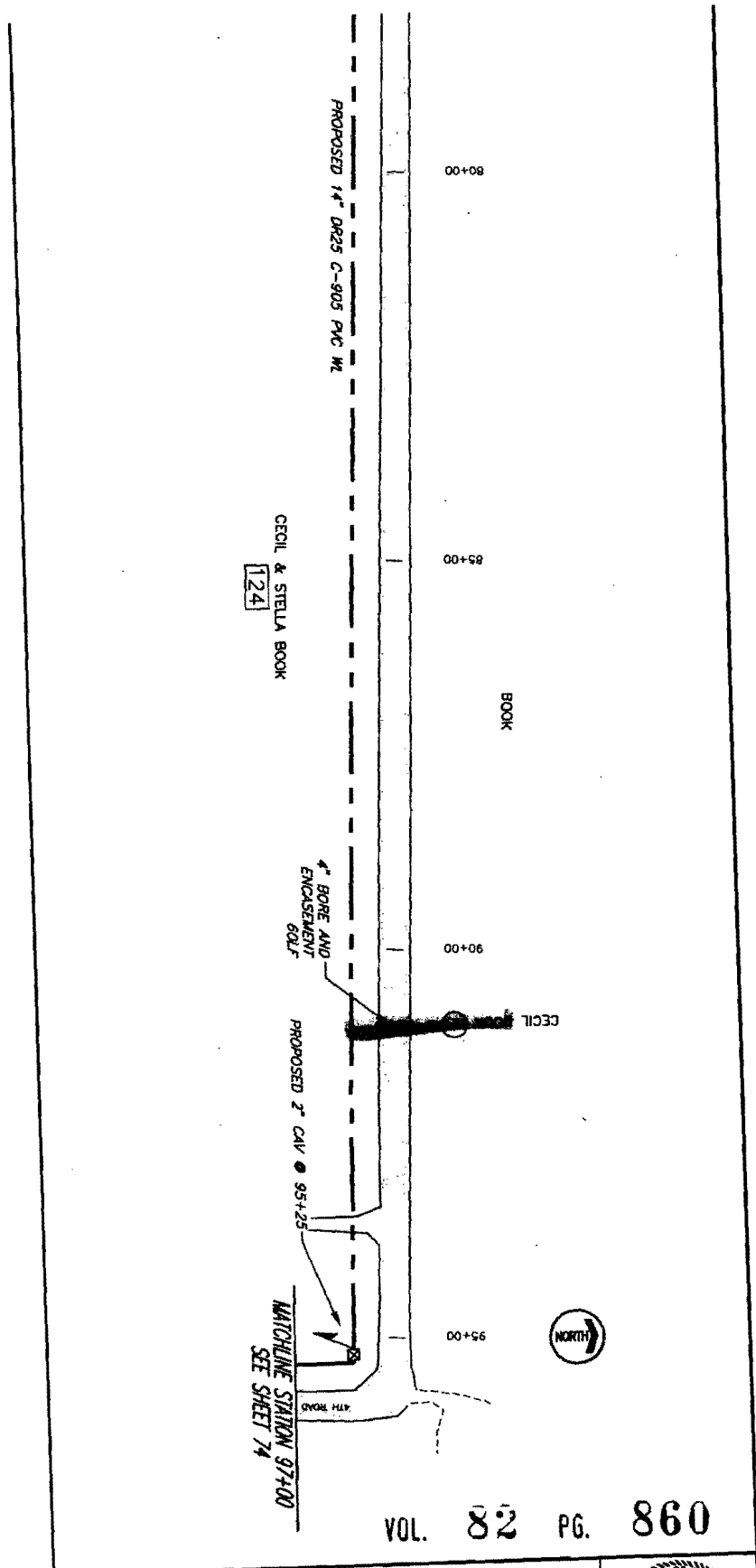
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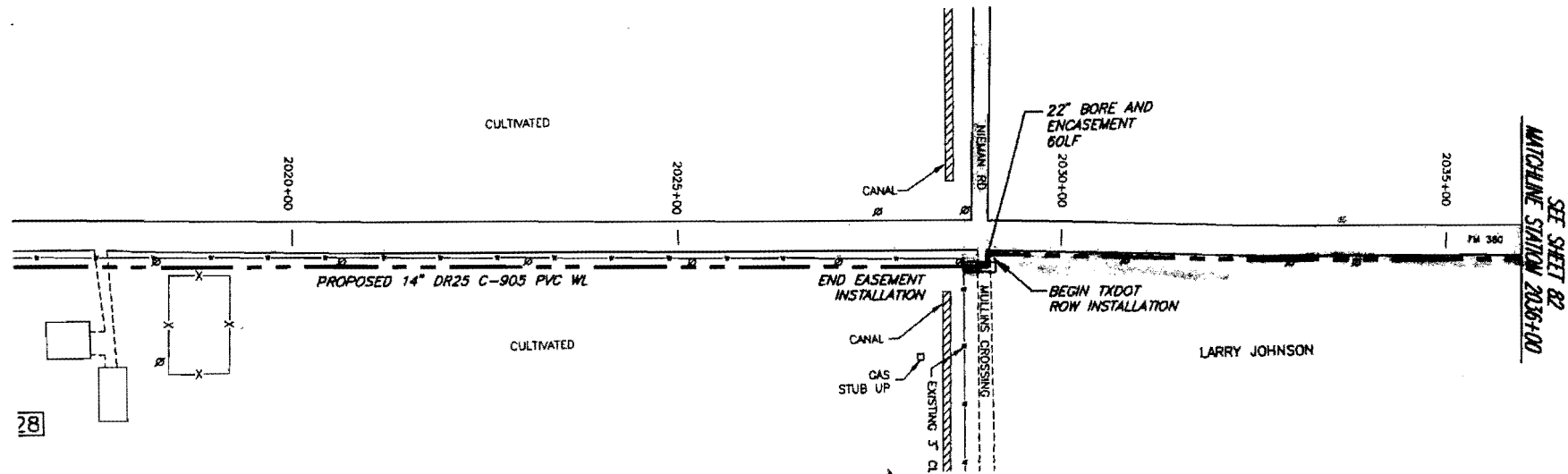
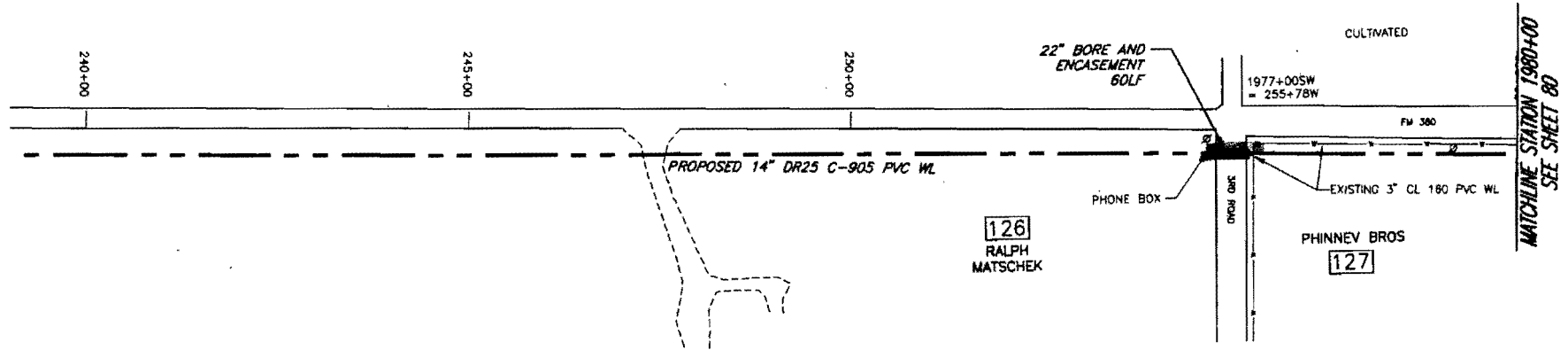
DOOLE WATER SUPPLY CORPORATION  
 WATER TRANSMISSION LINE  
 WATER LINE PLAN

JACOB & MARTIN, LTD.  
*Consulting Engineers*  
 3465 CURRY LANE ABILENE, TEXAS 79606  
 325-095-1070 FAX 325-095-1071



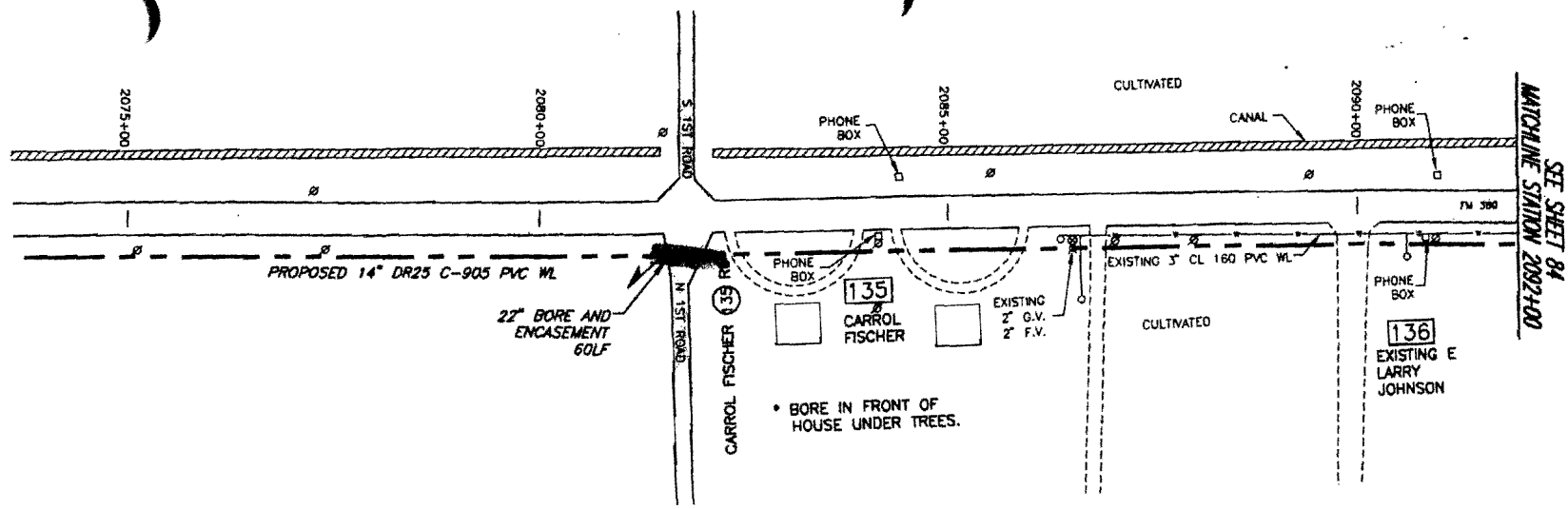
DOOLE WATER SUPPLY CORPORATION  
 WATER TRANSMISSION LINE

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 3465 CURRY LANE ABILENE, TEX  
 325-095-1070 FAX 325-095-1071

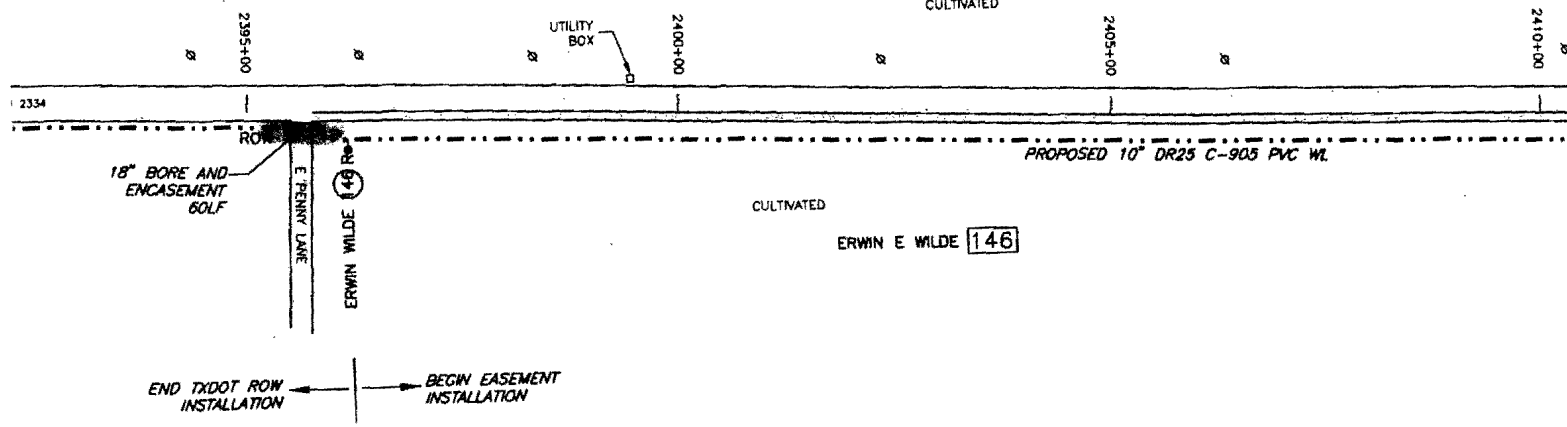


VOL. 82 PG. 861

28



SEE SHEET 84  
MATCHLINE STATION 2092+00

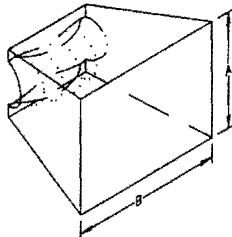


SUPPLY CORPORATION	JACOB & MARTIN Consulting Engi
	3485 CURRY LANE ARLENE, TX 79001-1070 FAX 817-325-5655
PLAN	
FILE SHEET	

VOL. 82 PG. 862

NOTES

- A. BLOCKING REQ'D. ON ALL FITTINGS 2" & LARGER. ALL REQ'D. BENDS & FITTINGS MAY NOT BE LABELLED ON THE PLANS. PIPE MAY BE CURVED UP TO 75% OF MFG. RECOMMENDED MAX. CURVATURE WITHOUT A BEND AS APPROVED BY OWNER & ENGINEER.
- B. DUCTILE IRON FITTINGS, INCLUDING THE BOLTS, FLANGES OR CLAMPS OF THE FITTINGS, SHALL BE INSTALLED IN A POLYETHYLENE ENCASEMENT PER SPECS.

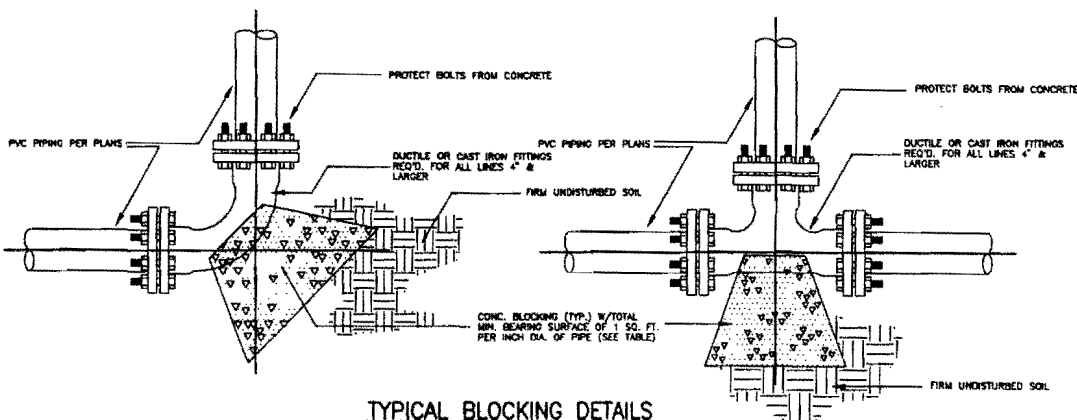


TYPICAL BLOCKING DIMENSIONS

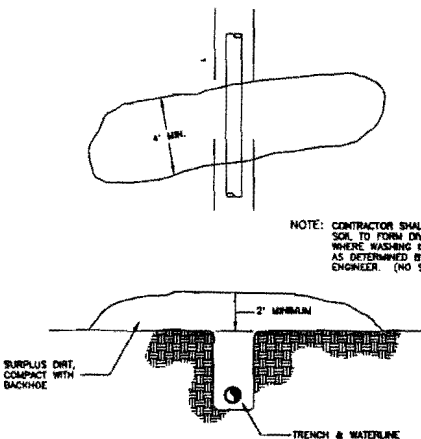
NOTE: ALL DUCTILE IRON FITTINGS SHALL BE ENCASEMENT WITH POLYETHYLENE ENCASEMENT PER SPECS.

DIMENSIONS FOR CONCRETE THRUST BLOCKS			
PIPE DIA. SIZE (INCHES)	MINIMUM SOIL BEARING AREA REQUIRED (SQUARE FEET)	TYPICAL DIMENSIONS OF BEARING AREA IN INCHES (A X B)	TYPICAL VOLUME OF CONC. REQUIRED (CUBIC FEET)
2	2.0	12" x 24"	3.0
2 1/2	2.5	12" x 30"	4.0
3	3.0	14" x 30"	4.5
4	4.0	18" x 32"	6.0
6	6.0	24" x 36"	9.0
8	8.0	29" x 40"	12.0
10	10.0	30" x 48"	15.0
12	12.0	36" x 48"	18.0

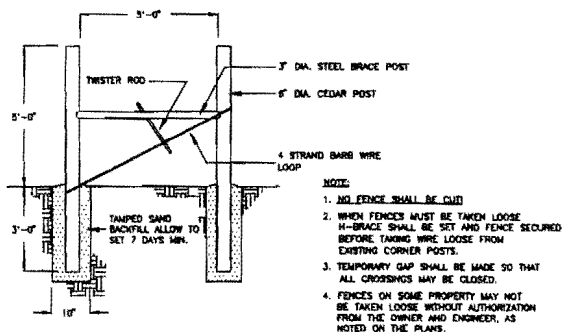
\* VARIES CONSIDERABLY W/DISTANCE BETWEEN PIPE AND BEARING POINT



TYPICAL BLOCKING DETAILS



PLAN & ELEVATION OF DIVERSION DIKES



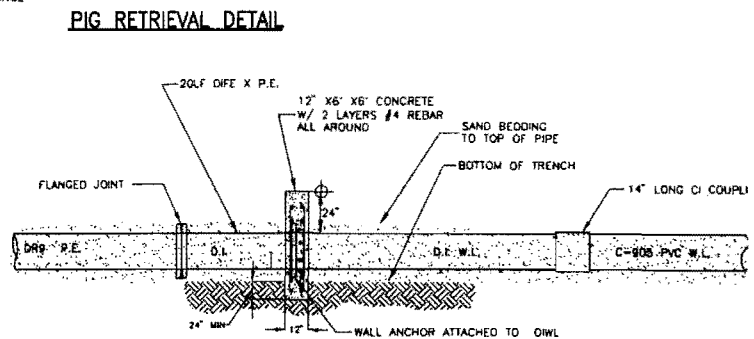
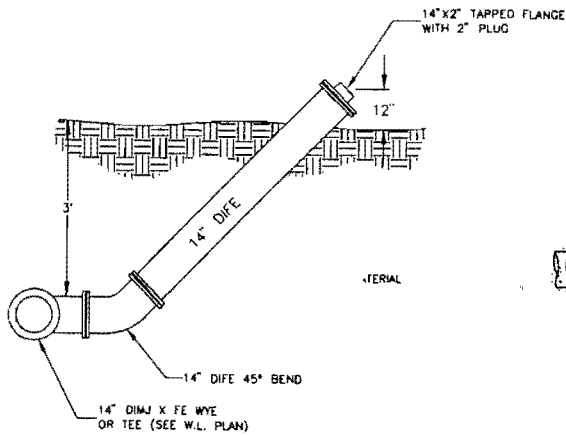
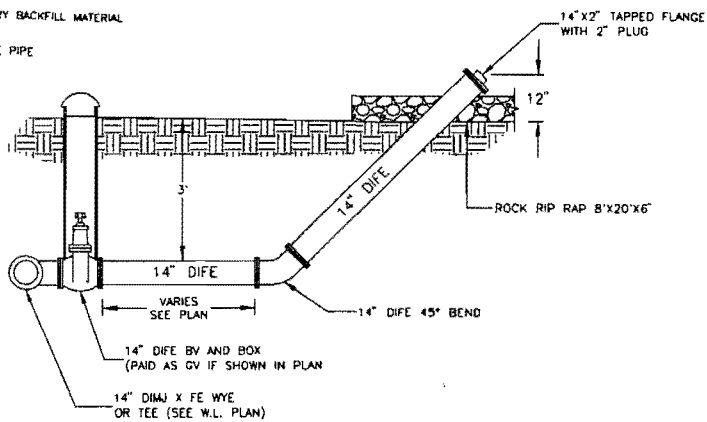
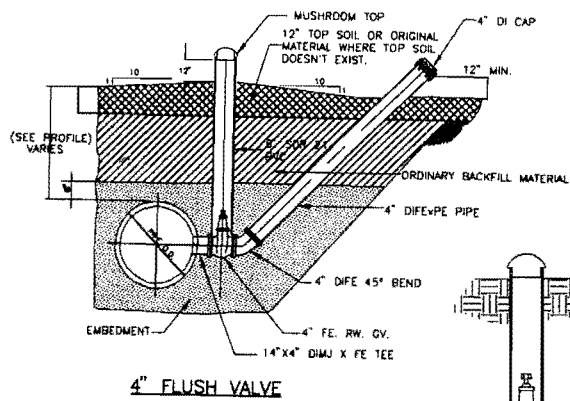
H-BRACE DETAIL



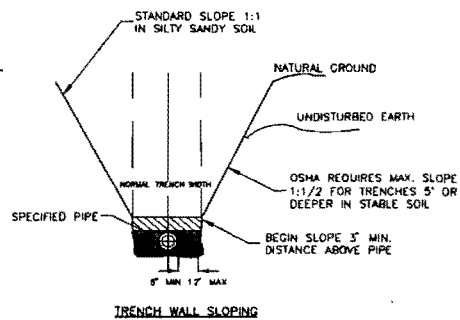
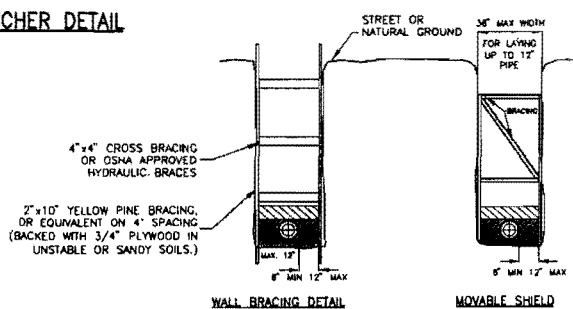
JACOB & MARTIN, LTD.  
Consulting Engineers  
3485 CURRY LANE ARLING, TEXAS 79008  
325-685-1070 FAX 325-891-5134

MILLERSVIEW-DOOLE WATER SUPPLY CORPORATION  
TREATED WATER TRANSMISSION LINE  
MISCELLANEOUS DETAILS

SCALE	NOT TO SCALE	FILE	SHEET 98	DATE FEB 2005	DESIGNED D.T.	DRAWN R.M.	CHECKED D.T.
BY	DATE	DATE	DATE	DATE	DATE	DATE	DATE
NO. REVISION	DATE	BY	DATE	DATE	DATE	DATE	DATE
SHEET	97	TOTAL	98				



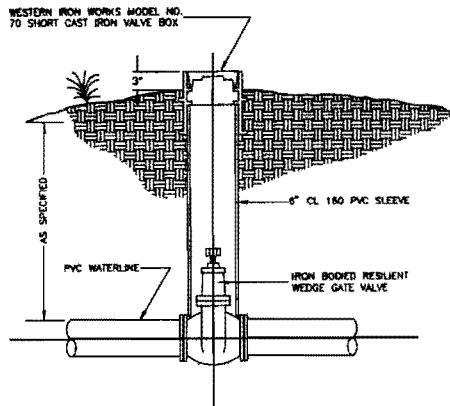
PIG LAUNCHER DETAIL



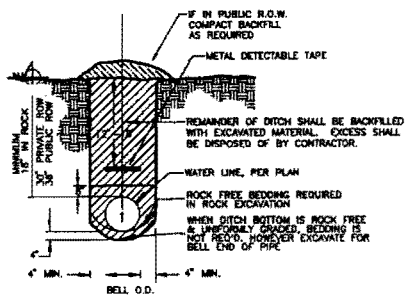
NOTE:  
TRENCH WALL PROTECTION SHALL BE  
PROVIDED FOR ALL TRENCHES GREATER  
THAN 5' DEEP (NO SEPARATE PAY).  
SEE TYPICAL TRENCH DETAIL FOR  
BACKFILL AND BEDDING REQUIREMENTS.

#### TRENCH WALL PROTECTION

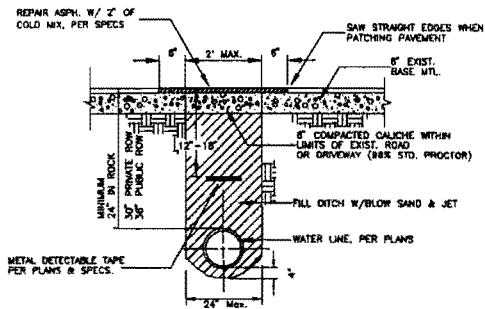
NOTE:  
BOX TO BE DESIGNED AND CONSTRUCTED TO  
SAFELY SUPPORT 3000 LBS. PER LIN. FT.  
SIDE LOADING MAX. LENGTH BOX 16'-0"



GATE VALVE & BOX

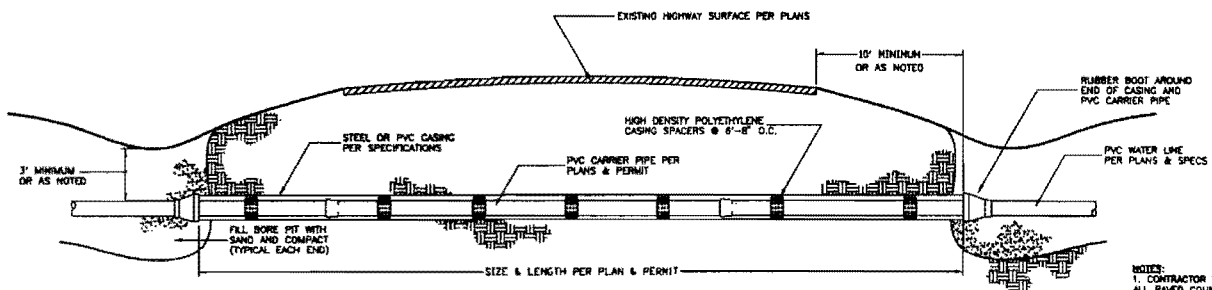


TYPICAL CROSS COUNTRY



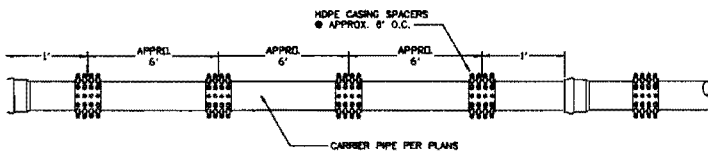
PAVED & GRAVEL ROADWAYS & DRIVEWAYS

TYPICAL TRENCH SECTIONS

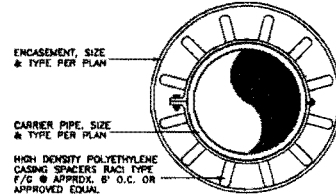


HIGHWAY & RAILROAD CROSSING ENCASEMENT FOR PVC WATERLINE

- NOTES:
1. CONTRACTOR SHALL SLICK BORE UNDER ALL PAVED COUNTY ROADS UNLESS SPECIFICALLY AUTHORIZED BY OWNER AND ENGINEER.
  2. WHERE INSTALLING SLICK BORE, THE CONTRACTOR SHALL INSTALL 40 FT. JOINT OF PIPE CENTERED IN BORE TO AVOID JOINT UNDER THE ROAD.



SPACING DETAIL



SPACER SECTION DETAIL

ENCASEMENT SPACER DETAILS

NOTICE TO PROCEED

Owner: Tom Green County  
122 West Harris  
San Angelo, Texas 76903

To: Templeton Construction Co., Inc.  
521 West Beauregard  
San Angelo, Texas 76902

Re: Expansion and Renovation of the Tom Green County Library located at 113 West  
Beauregard, San Angelo, Tom Green County, Texas *with the addition of*  
*alternate 1b.1 Renovation - (MSS)*


Owner: Tom Green County, Texas, a political subdivision of the State of Texas

Architect: Craig Kinney Architects

This is to notify you that work on the above project shall commence on the 25 day of  
October, 2005.

Dated this 25 day of October, 2005.

TOM GREEN COUNTY, TEXAS

By:   
Honorable Michael D. Brown, Tom Green  
County Judge, in his official capacity and not  
individually

# Standard Form of Agreement Between Owner and Construction Manager

where the Construction Manager is also

THE CONSTRUCTOR

1991 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY  
IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein.  
This Agreement requires modification if other general conditions are utilized.

## AGREEMENT

made as of the 25th day of October in the year of  
2005

**BETWEEN** the Owner: Tom Green County, Texas, a political subdivision of the State  
of Texas, acting by and through the County Judge of Tom Green  
County, Texas, duly authorized by resolution and approval of  
the Commissioners Court of Tom Green County, Texas  
122 West Harris  
San Angelo, Texas 76903

and the Construction Manager:  
Templeton Construction Co., Inc.  
521 West Beauregard  
P.O. Box 3405  
San Angelo, Texas 76902

The Project is: Expansion and Renovation of the Tom Green County Library  
located at 113 West Beauregard, San Angelo, Tom Green County, Texas

The Architect is: Craig Kinney Architects  
528 Orient  
San Angelo, Texas 76903

The Owner and Construction Manager agree as set forth below.

Portions of this document are derived from AIA Document A111, Standard Form of Agreement Between the Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee, copyright 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, ©1987 by The American Institute of Architects; other portions are derived from AGC Document 500, ©1980 by The Associated General Contractors of America. Material in this document differing from that found in AIA Document A111 and AGC Document 500 is copyrighted ©1991 by The American Institute of Architects and The Associated General Contractors of America. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and AGC violates the copyright laws of the United States and will subject the violator to legal prosecution.



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Vol. 82 Pg. 867

A121/CMc  
AGC 565 - 1991 1



## **TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>GENERAL PROVISIONS</b>
1.1	Relationship of Parties
1.2	General Conditions
<b>ARTICLE 2</b>	<b>CONSTRUCTION MANAGER'S RESPONSIBILITIES</b>
2.0	General Provisions
2.1	Preconstruction Phase
2.2	Guaranteed Maximum Price Proposal and Contract Time
2.3	Construction Phase
2.4	Professional Services
2.5	Unsafe Materials
2.6	Indemnification
2.7	Wage Requirements
<b>ARTICLE 3</b>	<b>OWNER'S RESPONSIBILITIES</b>
3.1	Information and Services
3.2	Owner's Designated Representative
3.3	Architect
3.4	Legal Requirements
<b>ARTICLE 4</b>	<b>COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES</b>
4.1	Compensation
4.2	Payments
<b>ARTICLE 5</b>	<b>COMPENSATION FOR CONSTRUCTION PHASE SERVICES</b>
5.1	Compensation
5.2	Guaranteed Maximum Price
5.3	Changes in the Work
<b>ARTICLE 6</b>	<b>COST OF THE WORK FOR CONSTRUCTION PHASE</b>
6.1	Costs To Be Reimbursed
6.2	Costs Not To Be Reimbursed
6.3	Discounts, Rebates and Refunds
6.4	Accounting Records
<b>ARTICLE 7</b>	<b>CONSTRUCTION PHASE</b>
7.1	Progress Payments
7.2	Final Payment
7.3	Lien Priorities
7.4	Time of Completion and Liquidated Damages

<b>ARTICLE 8</b>	<b>INSURANCE AND BONDS</b>
8.1	Insurance Required of the Construction Manager
8.2	Insurance Required of the Owner
8.3	Performance Bond and Payment Bond
<b>ARTICLE 9</b>	<b>MISCELLANEOUS PROVISIONS</b>
9.1	Dispute Resolution for the Preconstruction Phase
9.2	Arbitration
9.3	Other Provisions
<b>ARTICLE 10</b>	<b>TERMINATION OR SUSPENSION</b>
10.1	Termination Prior to Establishing Guaranteed Maximum Price
10.2	Termination Subsequent to Establishing Guaranteed Maximum Price
10.3	Suspension
<b>ARTICLE 11</b>	<b>OTHER CONDITIONS AND SERVICES</b>
<b>Attachments</b>	<b>AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR</b>
	<b>AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER</b>

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION  
MANAGER WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR**

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1 RELATIONSHIP OF PARTIES**

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

**1.2 GENERAL CONDITIONS**

For the Construction Phase, the General Conditions of the Contract shall be the 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in AIA Document A201 shall mean the Construction Manager.

**ARTICLE 2  
CONSTRUCTION MANAGER'S  
RESPONSIBILITIES**

~~The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently.~~

**2.1 PRECONSTRUCTION PHASE**

**2.1.1 PRELIMINARY EVALUATION**

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

**2.1.2 CONSULTATION**

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommen-

dations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

**2.1.3 PRELIMINARY PROJECT SCHEDULE**

When Project requirements described in Subparagraph 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

**2.1.4 PHASED CONSTRUCTION**

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

**2.1.5 PRELIMINARY COST ESTIMATES**

**2.1.5.1** When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

**2.1.5.2** When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

**2.1.5.3** When Design Development Documents have been prepared by the Architect and approved by the Owner, the

VOL. 82 PG. 870

Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

**2.1.5.4** If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

#### **2.1.6 SUBCONTRACTORS AND SUPPLIERS**

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

#### **2.1.7 LONG-LEAD TIME ITEMS**

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

#### **2.1.8 EXTENT OF RESPONSIBILITY**

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

#### **2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

#### **2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME**

~~2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed~~

~~Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.~~

**2.2.2** As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**2.2.3** The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

#### **2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE**

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- 1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- 2 A list of allowances and a statement of their basis.
- 3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- 4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.
- 5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

**2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis or both.

**2.2.6** Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

**2.2.7** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

**2.2.8** Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

**2.2.9** The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

~~**2.2.10** The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.~~

## **2.3 CONSTRUCTION PHASE**

### **2.3.1 GENERAL**

**2.3.1.1** The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or
- (2) the Owner's first authorization to the Construction Manager to:
  - (a) award a subcontract, or
  - (b) undertake construction Work with the Construction Manager's own forces, or
  - (c) issue a purchase order for materials or equipment required for the Work.

### ~~**2.3.2 ADMINISTRATION**~~

~~**2.3.2.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~

~~**2.3.2.2** If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid which conforms to the require-~~

~~ments of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~

**2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

**2.3.2.4** The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

**2.3.2.5** Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Paragraph 3.10 of AIA Document A201, including the Owner's occupancy requirements.

**2.3.2.6** The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

**2.3.2.7** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

## **2.4 PROFESSIONAL SERVICES**

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

## **2.5 UNSAFE MATERIALS**

In addition to the provisions of Paragraph 10.3 AIA Document A201, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction Manager and Architect shall then proceed in the same manner described in Subparagraph 10.3.2 of AIA Document A201. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence

of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and Architect have no reasonable objection.

### ARTICLE 3

#### OWNER'S RESPONSIBILITIES

##### 3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

##### ~~3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS~~

~~In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy:~~

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

~~contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.~~

3.1.4.3 The services of geotechnical engineers when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

##### ~~3.2 OWNER'S DESIGNATED REPRESENTATIVE~~

~~The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.~~

##### 3.3 ARCHITECT

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B141 current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B141 requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

##### 3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Paragraph 3.1.

VOL. 82 PG. 873

#### ~~ARTICLE 4~~

#### ~~COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES~~

~~The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:~~

##### ~~4.1 COMPENSATION~~

~~4.1.1 For the services described in Paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be calculated as follows:  
(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)~~

~~4.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond  
from the date of this Agreement or if the originally contemplated scope of services is significantly modified.~~

~~4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.~~

##### ~~4.2 PAYMENTS~~

~~4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.~~

~~4.2.2 Payments are due and payable ( ) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon.)~~

~~(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)~~

#### ~~ARTICLE 5~~

#### ~~COMPENSATION FOR CONSTRUCTION PHASE SERVICES~~

~~The Owner shall compensate the Construction Manager for Construction Phase services as follows:~~

##### ~~5.1 COMPENSATION~~

~~5.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:~~

~~(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)~~

VOL. 82 PG. 874

## ~~5.2 GUARANTEED MAXIMUM PRICE~~

~~5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.~~

~~(Insert specific provisions if the Construction Manager is to participate in any savings.)~~

## 5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201.

~~5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201 shall mean the Cost of the Work as defined in Article 6 of this Agreement and the terms "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Subparagraph 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Subparagraph 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Subparagraph 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

## ARTICLE 6

### COST OF THE WORK FOR CONSTRUCTION PHASE

#### 6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

#### ~~6.1.2 LABOR COSTS~~

~~1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.~~

~~2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.~~

~~(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)~~

~~3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.~~

#### ~~6.1.3 SUBCONTRACT COSTS~~

~~Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.~~

VOL. 82 PG. 875



#### 6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Clause 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

#### 6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

#### 6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.

*(If charges for self insurance are to be included, specify the basis of reimbursement.)*

- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Clause 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201 or other provisions of the Contract Documents.
- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

#### 6.1.7 OTHER COSTS

- .1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

#### 6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Subparagraph 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.2 of AIA Document A201.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction

VOL. 82 PG. 876

Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.1.9 The costs described in Subparagraphs 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Paragraph 6.2.

## 6.2 COSTS NOT TO BE REIMBURSED

6.2.1 The Cost of the Work shall not include:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Clauses 6.1.2.2 and 6.1.2.3.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office except as specifically provided in Paragraph 6.1.
- .3 Overhead and general expenses, except as may be expressly included in Paragraph 6.1.
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 6.1.5.2.
- .6 Except as provided in Clause 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7 Costs incurred in the performance of Preconstruction Phase Services.
- .8 Except as provided in Clause 6.1.7.1, any cost not specifically and expressly described in Paragraph 6.1.
- .9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

## 6.3 DISCOUNTS, REBATES AND REFUNDS

~~6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.~~

6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## 6.4 ACCOUNTING RECORDS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

# ARTICLE 7 CONSTRUCTION PHASE

## 7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~7.1.3 Provided an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment to the Construction Manager not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ days after the Architect receives the Application for Payment.~~

VOL. 82 PG. 877

**7.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**7.1.5** Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**7.1.6** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.8 of AIA Document A201, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee, less retainage of five----- percent ( 5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Subparagraph 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Subparagraph, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201.

**7.1.8** Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five-----percent ( 5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

**7.1.9** Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**7.1.10** In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

## **7.2 FINAL PAYMENT**

~~**7.2.1** Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming work, as provided in Subparagraph 12.2.2 of AIA Document A201, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

VOL. 82 PG. 878

~~7.2.2 The amount of the final payment shall be calculated as follows:~~

- ~~1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.~~
- ~~2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201 or other provisions of the Contract Documents.~~
- ~~3 Subtract the aggregate of previous payments made by the Owner.~~

~~If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.~~

~~7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201. The time periods stated in this Paragraph 7.2 supersede those stated in Subparagraph 9.4.1 of AIA Document A201.~~

~~7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.~~

~~7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by Paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.~~

## ARTICLE 8

### INSURANCE AND BONDS

#### ~~8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER~~

~~During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:~~

~~8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws. If (1) limits in excess of those required by statute are to be provided or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:~~

~~8.1.2 Commercial General Liability including coverage for Premises Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):~~

~~\$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ General Aggregate  
\$ \_\_\_\_\_ Personal and  
Advertising Injury  
\$ \_\_\_\_\_ Products-Completed  
Operations Aggregate~~

- ~~1 The policy shall be endorsed to have the General Aggregate apply to this Project only.~~
- ~~2 Products and Completed Operations insurance shall be maintained for a minimum period of at least ( ) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.~~
- ~~3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Paragraph 3.10.~~

VOL. 82 PG. 879

~~8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage.~~

~~Each Accident~~

~~8.1.4 Other coverage:~~

~~(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies.)~~

**8.2 INSURANCE REQUIRED OF THE OWNER**

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Paragraphs 11.2 and 11.3 of AIA Document A201. Such insurance shall be written for not less than the following limits, or greater if required by law:

**8.2.1 Property Insurance:**

\$ \_\_\_\_\_ Deductible Per Occurrence

\$ \_\_\_\_\_ Aggregate Deductible

**8.2.2 Boiler and Machinery insurance with a limit of:**

~~(If not a blanket policy, list the objects to be insured.)~~

**8.3 PERFORMANCE BOND AND PAYMENT BOND**

**8.3.1 The Construction Manager**

~~(Insert "shall" or "shall not") furnish bonds covering faithful perfor-~~

~~mance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Contract Sum.~~

~~8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.~~

**ARTICLE 9**

**MISCELLANEOUS PROVISIONS**

**9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE**

9.1.1 Claims, disputes or other matters in question between the parties to this Agreement which arise prior to the commencement of the Construction Phase or which relate solely to the Preconstruction Phase services of the Construction Manager or to the Owner's obligations to the Construction Manager during the Preconstruction Phase, shall be resolved by mediation or by arbitration.

~~9.1.2 Any mediation conducted pursuant to this Paragraph 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~9.1.3 Any claim, dispute or other matter in question not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

~~9.1.4 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration may be made concurrently with a demand for mediation and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~9.1.5 No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Construction Manager and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Construction Manager, a separate contractor as described in Article 6 of AIA Document A201 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner or Construction Manager or a separate contractor as described in Article 6 of AIA Document A201 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute agreement to arbitration of a dispute not described in such consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional per-~~

VOL. 82 PG. 880

~~son or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

9.1.6 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ~~9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE~~

~~9.2.1 Any other claim, dispute or other matter in question arising out of or related to this Agreement or breach thereof shall be settled in accordance with Article 4 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Paragraph shall be conducted in accordance with the provisions of Subparagraphs 9.1.2 and 9.1.3.~~

## 9.3 OTHER PROVISIONS

9.3.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction.

### 9.3.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

### ~~9.3.3 OWNERSHIP AND USE OF DOCUMENTS~~

~~The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.~~

### 9.3.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

### 9.3.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## ARTICLE 10

### TERMINATION OR SUSPENSION

#### 10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Subparagraph 4.1.1.

~~10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:~~

- ~~1 Take the Cost of the Work incurred by the Construction Manager.~~
- ~~2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~
- ~~3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.~~

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Con-

~~Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.~~

#### **10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE**

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of AIA Document A201.

**10.2.1** In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraphs 10.1.2 and 10.1.3 of this Agreement.

**10.2.2** In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager

under Subparagraph 14.1.2 of AIA Document A201 shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraphs 10.1.2 or 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

#### **10.3 SUSPENSION**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201 except that the term "cost of performance of the Contract" in that Subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Subparagraphs 5.1.1 and 5.3.4 of this Agreement.

### **ARTICLE 11**

#### **OTHER CONDITIONS AND SERVICES**

VOL. 82 PG. 882

**AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN OWNER  
AND CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER IS  
ALSO THE CONSTRUCTOR**

**AIA Document A121/CMc (1991)**

This Amendment to Standard Form Of Agreement Between Owner and Construction Manager Where The Construction Manager Is Also The Constructor is entered into by and between

Owner: Tom Green County, Texas, a political subdivision of the State of Texas, acting by and through the County Judge of Tom Green County, Texas, duly authorized by resolution and approval of the Commissioners Court of Tom Green County, Texas  
122 West Harris  
San Angelo, Texas 76903

Construction Manager: Templeton Construction Co., Inc.  
521 West Beauregard  
P.O. Box 3405  
San Angelo, Texas 76902

and is effective and binding upon the date of execution by the parties. Said Agreement pertains to the Project which is generally described as:

Expansion and renovation of the Tom Green County Library located at 113 West Beauregard, San Angelo, Tom Green County, Texas.

Any inconsistency between the provisions of this Amendment and any other provisions of the Contract Documents shall be resolved in favor of the provisions of this Amendment.

**THE TERMS OF SAID AGREEMENT ARE HEREBY MODIFIED AS FOLLOWS:**

**ARTICLE 2  
CONSTRUCTION MANAGER'S RESPONSIBILITIES**

**2.0 General Provisions**

**2.0.01** The Construction Manager shall perform the services described in this Article. The services to be provided under Paragraphs 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently. The Construction Manager shall perform the duties of and shall hold the rights of a Construction Manager-At-Risk as set forth in Section 271.118 of the Texas Local



Government Code.

**2.0.02** The Construction manager shall, in collaboration with the Owner, the Owner's legal counsel, and the Architect, assist with compliance by all parties with Texas Local Government Code Section 271.118 and other statutory provisions regarding the expansion and renovation of the Tom Green County Library .

**2.0.03** Construction Manager covenants that all the Work shall be performed in a good and workmanlike manner and that all Materials furnished and used in connection therewith shall be new and subject to approval by Architect, except as otherwise expressly provided for in the Drawings and Specifications. Construction Manager shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing, and equipping of the Project.

**2.0.04** Construction Manager shall provide competent supervision of all phases of the Work and shall cause the Work to be performed in accordance with the Drawings and Specifications and all things indicated or implied therefrom. Prior to commencement of construction, Construction Manager shall prepare and submit for Owner's approval the Progress Schedules for the Work. These schedules shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Owner's approval.

**2.0.05** Construction Manager shall prepare or cause to be prepared, as part of the Work, all shop drawings and other submittals not made a part of the Drawings and Specifications which are required. Construction Manager will also provide and be responsible for all general conditions of the Work such as hoists, safety equipment, portable toilets, etc., the cost of rental for which shall be part of construction cost. The Construction Manager may delegate safety responsibilities for the Project to subcontractors and trade contractors; however, such delegation shall not relieve the Construction Manager of any of its duties or liabilities to the Owner under this Agreement. Unless expressly provided herein to the contrary, subcontractors and trade creditors shall not be third party beneficiaries of the rights or benefits of the Owner created in this Agreement.

#### **2.1.6 SUBCONTRACTORS, TRADE CONTRACTORS AND SUPPLIERS**

The Construction Manager shall seek to develop subcontractor interest in the Project, subcontractors trade contractors and suppliers shall be selected in the manner provided in Section 271.118 (h), (i) and (j) of the Texas Local Government Code. The Construction Manager shall furnish to the Owner and Architect for their information a list of possible subcontractors and trade contractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor, trade contractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors, trade contractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed

subcontractor, trade contractor or supplier.

## **2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME**

**2.2.1** When the Drawings and Specifications are sufficiently complete, and after the bids and responses of the subcontractors and trade contractors have been reviewed and evaluated by the Construction Manager and the Construction Manager has made its recommendations to the Owner of the bids and responses to be accepted, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

**2.2.2** As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**2.2.3** The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Subparagraph 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The contingency shall be included in the Guaranteed Maximum Price. Any unused portion of the contingency shall be retained by the Owner.

## **2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE**

**2.2.10** The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established. The Project is exempt from state sales taxes on material incorporated in the Project. Construction Manager will accept exemption certificates from the Owner and, where required, will require trade contractors and subcontractors to segregate materials and labor costs.

## **2.3.2 BIDDING AND ADMINISTRATION**

**2.3.2.1** The Construction Manager shall publicly advertise, as prescribed for a governmental entity under Section 271.025 of the Texas Local Government Code, and receive bids or proposals from trade contractors, subcontractors or suppliers for the performance of all major elements of the Work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors, subcontractors, or suppliers and if the Owner determines that the Construction Manager's bid or proposal provides the "best value", as that term is used in Section 271.118(h) of the Texas Local

Government Code, for the Owner.

**2.3.2.2** The Construction Manager and the Owner or its representatives shall review all trade contractor, subcontractor, or supplier bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, if applicable, or Owner. All bids or proposals shall be made public after the award of the contract or not later than the seventh day after the date of final selection of bids or proposals, whichever is later.

**2.3.2.3** If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor, subcontractor, or supplier, but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in compensation, time and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur because of the Owner's requirement that another bid or proposal be accepted.

**2.3.2.4** If a selected trade contractor, subcontractor, or supplier defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with subparagraphs 2.3.2.1 through 2.3.2.3 above, the Construction Manager, may, without advertising, fulfill the contract requirements itself or select a replacement trade contractor, subcontractor, or supplier to fulfill the contract requirements.

**2.3.2.5** The Construction Manager shall enter into contracts with subcontractors, materials suppliers and trade contractors which are selected on the basis of best value to the Owner. The Construction Manager shall enter into a separate contract or an amendment to this contract with respect to any portions of the Work which the Construction Manager was awarded and which will be performed by the Construction Manager's staff or employees. The Construction Manager shall perform those portions of the Work that are not contracted with sub-contractors, materials suppliers or trade contractors.

**2.3.2.6** The Construction Phase shall commence on the earlier of: (i) the Owner's issuance of a Notice to Proceed, or (ii) the Owner's authorization to Construction Manager to award a contract, undertake Work with the Construction Manager's own forces, or (iii) issue a purchase order for materials or equipment required for the Work.

**2.3.2.7** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

**2.3.2.8** The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

**2.3.2.9** Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction manager shall prepare a schedule in accordance with Paragraph 3.10 of AIA document A201, including the Owner's occupancy requirements.

**2.3.2.10** The Construction Manager shall provide at least monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

**2.3.2.11** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

## **2.6 INDEMNIFICATION**

**2.6.1** CONSTRUCTION MANAGER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS OWNER (ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES), FROM AND AGAINST ALL CLAIMS, SUITS AND LIABILITY OF EVERY KIND (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES) ON ACCOUNT OF BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY ARISING IN FAVOR OF CONSTRUCTION MANAGER, OR CONSTRUCTION MANAGER'S EMPLOYEES, AGENTS AND REPRESENTATIVES IN CONNECTION WITH, ARISING OUT OF, OR INCIDENTAL TO THE ACTIVITIES OF CONSTRUCTION MANAGER (ITS EMPLOYEES, AGENTS AND REPRESENTATIVES) OR ANY CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS (AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES) HEREUNDER, OR THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT BY CONSTRUCTION MANAGER EXCEPT TO THE EXTENT SUCH CLAIMS, SUITS, OR LIABILITY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (OR OTHER FAULT) OF OWNER.

**2.6.2** CONSTRUCTION MANAGER FURTHER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS OWNER (ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES), FROM AND AGAINST ALL OTHER ("OTHER" MEANING THOSE CLAIMS NOT ADDRESSED IN THE PRECEDING PARAGRAPH) CLAIMS, SUITS, AND LIABILITY OF EVERY KIND (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES) ON ACCOUNT OF LOSS, BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE CONSTRUCTION MANAGER (ITS EMPLOYEES, AGENTS OR REPRESENTATIVES) IN CONNECTION WITH, ARISING OUT OF, OR INCIDENTAL TO, THE ACTIVITIES OF CONSTRUCTION MANAGER (ITS EMPLOYEES, AGENTS AND REPRESENTATIVES) HEREUNDER OR THE PERFORMANCE

OR NONPERFORMANCE OF HIS SERVICES UNDER THIS AGREEMENT.

THE INDEMNITIES GIVEN IN THIS PARAGRAPH 2.6.1 AND 2.6.2 ARE NOT INTENDED TO PROTECT OWNER FROM OWNER'S OWN NEGLIGENCE OR OTHER FAULT.

**2.6.3** THE CONSTRUCTION MANAGER SHALL CAUSE ALL CONTRACTORS, SUBCONTRACTORS, TRADE CONTRACTORS, AND SUPPLIERS TO AGREE TO INDEMNIFY THE OWNER, CONSTRUCTION MANAGER, CONTRACTORS, SUBCONTRACTORS, TRADE CONTRACTORS AND SUPPLIERS AND HOLD THEM HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM THAT CONTRACTORS', SUBCONTRACTORS', TRADE CONTRACTORS', AND SUPPLIERS' OPERATIONS. SUCH PROVISIONS SHALL BE IN A FORM APPROVED BY THE CONSTRUCTION MANAGER AND OWNER.

## **2.7 WAGE REQUIREMENTS**

**2.7.1** Pursuant to Chapter 2258, Texas Government Code, all contractors and any subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract. Construction Manager shall assure that these requirements are met for the Project and shall insure that every contract or subcontract relating to the Work requires, on behalf of Owner, that the prevailing wage rates be paid. To facilitate this compliance, the Construction Manager will conduct a survey of the wages received by classes of workers employed on projects of a character similar to the work in Tom Green County, Texas, and the prevailing rate of per diem wages as a sum certain expressed in dollars and cents; shall present the survey results regarding prevailing per diem to the Owner for its final determination; and shall specify in (a) the call for bids or proposals required under Paragraph 2.3.2.1 and (b) in the contractors with subcontractors and trade contractors the wage rates determined under this Paragraph 2.7.1.

**2.7.2** Any contractor or subcontractor who violates these provisions shall pay to the Owner the sum of \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project.

## **ARTICLE 3 OWNER'S RESPONSIBILITIES**

### **3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS**

**3.1.4.1** Throughout the entire Project, Owner shall provide or contract for, independently of the Construction Manager, the testing of construction materials engineering, and the verification of testing services necessary for the acceptance of the Project by the Owner. The Owner shall select

these services in accordance with Section 2254.004 of the Texas Government Code. To the greatest extent allowed by applicable law, (a) the Construction Manager shall participate with the Owner in the selection of persons who will provide such testing and verification services, and (b) the Owner will not retain or use the services of any such persons if the Construction Manager presents reasonable objections to such retention or use. In the event that (a) Construction Manager reasonably and in good faith relies upon "testing of construction materials engineering", "verification of testing services necessary for the acceptance of the Project by the Owner", or any other testing or inspection provided by the Owner under this Clause 3.1.4.1 (hereinafter collectively "Owner Provided Testing and Inspection"), (b) any Owner Provided Testing and Inspection is faulty or erroneous, and (c) the Construction Manager is required to perform additional Work as the results of its reliance upon such erroneous or faulty Owner Provided Testing and Inspection, then a Change Order shall be prepared and signed in accordance with the terms of paragraph 7.2 of AIA document A201.

**3.1.4.2** In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Clauses 3.1.4.1 through 3.1.4.4, except to the extent that the Construction Manager knows of any inaccuracy.

**3.1.4.2.1** Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

**3.1.4.2.2** Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the surveys shall be referenced to a project benchmark.

**3.1.4.2.3** The services of geotechnical engineers when such services are required by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

**3.1.4.2.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

**3.1.4.2.5** The services of other consultants when such services are reasonable required by the scope of the Project and are requested by the Construction Manager.

### **3.2 OWNER'S DESIGNATED REPRESENTATIVE**

**3.2.1** The Owner shall designate a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

**3.2.2** The Owner designates Michael D. Brown or his designee as a representative who shall be fully acquainted with the Project and has authority to:

- (1) Approve changes in the Project not to exceed \$10,000.00 per change order and only if the change order does not extend the date of substantial completion of any contract by more than ten (10) days;
- (2) Render decisions promptly consistent with the Project Schedule; and
- (3) Furnish information expeditiously as requested by the Construction Manager.

## **ARTICLE 4**

### **COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

#### **4.1 COMPENSATION**

**4.1.1** For the services described in paragraphs 2.1 and 2.2 the Construction Manager's compensation shall be a fee based upon the amount of Preconstruction Phase services required and necessary for the Project at the hourly rate of \$100.00.

**4.1.2** Compensation for Preconstruction Phase services shall be equitable adjusted if such services extend beyond that originally contemplated or the scope of services is significantly modified.

#### **4.2 PAYMENTS**

**4.2.1** Payments for Preconstruction Phase services shall be made following the presentation of the Construction Manager's invoice therefor, certification to the Owner by the Architect that such services have been fully and timely performed, and approval by the Owner.

**4.2.2** Payments are due and payable thirty (30) days from the date (a) the Construction Manager's invoice is presented to the Owner or the Architect; (b) the date the Owner receives the goods under this Agreement; or (c) the date the performance of the services under this Agreement are performed, whichever occurs later. Amounts unpaid after the date on which payment is due shall bear interest at the rate of eight percent (8%) per annum.

**ARTICLE 5**  
**COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

The Owner shall compensate the Construction Manager for the Construction Phase services as follows:

**5.1 COMPENSATION**

**5.1.1** For the Construction Manager's performance of the Work as described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined eight percent (8%) of the actual Cost of Work incurred by the Construction Manager under Paragraph 2.3 - Construction Phase.

**5.2 GUARANTEED MAXIMUM PRICE**

**5.2.1** The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount to be provided in Amendment No. 1, as per Paragraph 2.2, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**5.3 CHANGES IN THE WORK**

**5.3.2** In calculating adjustments to subcontracts (except those awarded with the owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of AIA Document A201 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of AIA Document A201 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts or contracts with trade contractors awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**ARTICLE 6**  
**COST OF THE WORK FOR CONSTRUCTION PHASE**

**6.1.2 LABOR COSTS**

- .1 Wages of construction workers directly employed by the Construction Manager in the proper performance of the Work.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative



personnel when stationed at the site with the Owner's agreement. The Construction Manager's Project Manager shall not be stationed on site, but the wages and salaries of the Project Manager attributable to the Project shall be included in the Cost of the Work.

- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessment and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Clauses 6.1.2.1 through 6.1.2.3.

### **6.1.3 SUBCONTRACT AND TRADE CONTRACTOR COSTS**

Payments made by the Construction Manager to Subcontractors and Trade Contractors in accordance with the requirements of the subcontracts and trade contractor contracts.

### **6.3 DISCOUNTS, REBATES AND REFUNDS**

**6.3.1** All refunds and amounts received from sales of surplus materials and equipment shall accrue to the benefit of the Owner.

## **ARTICLE 7 CONSTRUCTION PHASE**

### **7.1 PROGRESS PAYMENTS**

**7.1.3** Provided an Application for Payment is received by the Architect not later than the 10<sup>th</sup> day of a month, the Owner shall make payment to the Construction Manager not later than the 10<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect receives the Application for Payment.

**7.1.11** In each Request for Payment, Construction Manager shall certify that such Request for Payment represents a fair estimate of cost reimbursable to Construction Manager under the terms of Article 5 or Article 6.

**7.1.12** The Construction Manager warrants that title to all Work covered by an Application for

Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Construction Manager or any other person or entity whatsoever.

**7.1.13** The Construction Manager shall within seven (7) days following receipt of payment from the Owner pay all bills for labor and materials performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Construction Manager's failure to make payments within such time shall constitute a material breach of this contract. Construction Manager shall include a provision in each of its subcontracts imposing the same payment obligations on its subcontractors and trade contractors as are applicable to the Construction Manager hereunder, and if the Owner so requests, shall provide copies of such subcontractor or trade contractor payments to the Owner. If the Construction Manager has failed to make payments promptly to the Construction Manager's subcontractors or for material or labor used in the Work for which the Owner has made payment to the Construction Manager, the Owner shall be entitled to withhold payment to the Construction Manager in part or in whole to the extent necessary to protect the Owner.

## **7.2 FINAL PAYMENT**

**7.2.1** Final payment shall be made by the Owner to the Construction manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming work, as provided in Subparagraph 12.2.2 of AIA Document A201, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants or auditor; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

**7.2.2** The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201 or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction

Manager, the Construction Manager shall reimburse the difference to the Owner.

**7.2.3** The Owner's accountants or auditor will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants or auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, or auditor, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201. The time periods stated in this paragraph 7.2 supersede those stated in subparagraph 9.4.1 of AIA document A201.

**7.2.4** Notwithstanding anything to the contrary herein, the Owner shall only hold such sums following Substantial Completion as are deemed reasonably necessary to protect the Owner from the consequences of defective work, incomplete work, notice of unpaid claims from subcontractors, trade contractors and suppliers and/or the requirements of Texas law. If in the event an audit conducted by the Owner reveals that sums have been improperly paid to the Construction Manager, such sums shall be immediately returned and/or repaid to the Owner by the Construction Manager within ten (10) days of the demand by Owner.

**7.2.5** If the Owner's accountants or auditor report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**7.2.6** If subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 6.1 and not excluded by paragraph 6.2 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

**7.2.7** When all of the Work is completed and is ready for a final inspection, the Construction Manager shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Construction Manager is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. A Final Requisition for the Disbursement of Project Costs accompanied by the Architect's Certificate and Affidavit and Waivers of Lien

required of the Construction Manager under paragraph 7.2.7 below shall accompany the Final Application for Payment. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Construction Manager shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Construction Manager's final payment.

**7.2.8** The Construction Manager shall not be entitled to final payment unless and until it submits to the Architect (a) its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owners property might be responsible for, have been fully paid or otherwise satisfied; (b) releases and waivers of liens (excluding retainage) from all Subcontractors of the Construction Manager and of any and all other parties required by the Architect or the Owner; and (c) consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Construction Manager shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

**7.2.9** Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Construction Manager except for those claims previously made in writing against the Owner by the Construction Manager, pending at the time of final payment, and identified in writing by the Construction Manager as unsettled at the time of its request for final payment.

### **7.3 LIEN PRIORITIES**

**7.3.1** The Construction Manager shall keep Owner and Owner's property free from all mechanic's and materialman's liens and all other liens and claims, legal or equitable, arising out of the Work hereunder. In the event any such lien or claim is timely filed by any one claiming by, through or under Construction Manager, the Construction Manager shall discharge the same within a reasonable time.

**7.3.2** Construction Manager does hereby subordinate any and all liens, rights and interest (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the applicable laws of the State of Texas, whether contractual, statutory or constitutional) owned, claimed or held, or to be owned, claimed or held by Construction Manager in and to any part of the Work or the Project on which the work is performed, to the lien securing payment of sums now or hereafter borrowed by Owner, its successors or assigns, in connection with the development, design, and/or sums now or hereafter borrowed by Owner, its successors or assigns, in connection with the development, design, and/or construction of the Project. Construction Manager shall execute such further and additional evidence of the subordination of liens, rights and interests as Owner, Owner's lenders, or any ground Lessee may require. The subordination of Construction Manager's lien is made in consideration of and as an inducement to the execution and delivery of this Agreement, and shall be applicable despite any dispute between the parties to, or any default by Owner under this Agreement or otherwise.

**7.3.3** Construction Manager shall include in every contract or subcontract relating to the work to which it is a party or in which it represents Owner, and in each and every lower tier subcontract, provisions (i) that the person or entity doing the work, performing labor or furnishing materials pursuant to a subcontract agrees to subordinate any mechanic's or materialman's lien or any other claim against any part of the Work or the property in which the Work is performed or materials furnished under the Contract Documents or such subcontracts, to the lien securing payment of sums now or hereafter borrowed by Owner, its successors and assigns, in connection with the development, design and/or construction of the Project and to all liens and rights, (ii) that the required subordinations are made in consideration of and as an inducement to the execution and delivery of the Contract Documents and the subcontract in which it appears, and shall be applicable despite any dispute between or among Owner, Construction Manager, any trade contractor or subcontractor, or any default by Owner, Construction Manager, or any trade contractor or subcontractor, and (iii) that the Owner, its successors and assigns, and lenders are express third party beneficiaries who have supplied consideration for such subordinations.

#### **7.4 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

**7.4.1** It is understood and mutually agreed by and between the Construction Manager and Owner that the date of beginning and the time for completion of the Work are essential conditions of this Agreement. The Construction Manager agrees that the Work will be prosecuted regularly and diligently at such rate of progress as will insure full completion thereof within the time frame set forth in Amendment No. 1.

**7.4.2** Construction Manager agrees that the Contract Time, i.e. the period for Substantial Completion of the Work shall be determined and agreed upon simultaneously with the agreement as to the Guaranteed Maximum Price as provided in Paragraph 2.2. The Contract Time includes the number of days that Work is anticipated to be delayed due to inclement weather and/or unworkable conditions.

**7.4.3** For the purposes of this Agreement, a calendar day constitutes twenty-four (24) hours of time and is any one of seven days of a week, including Saturday, Sunday, and Holidays, regardless of whether a "working day" or not, weather conditions, or any condition or situation which may delay construction.

**7.4.4** The Contract Time may be extended as provided in Paragraphs 4.3.7 and 8.3.1 of AIA Document A201.

**7.4.5** The basis for completion under this paragraph 7.4 will be Substantial Completion as defined in AIA Document A201.

**7.4.6** If, after execution of the Certificate of Substantial Completion, the Construction Manager fails to fully complete items found incomplete or deficient during a final inspection within thirty (30) calendar days or fails to provide specified Project close-out documents within thirty (30) calendar

days, then the remaining retainage - including allowances for incomplete work - will not be disbursed until all such defective items are remedied and all close-out data is received.

**7.4.7 Liquidated Damages.** If the Construction Manager shall neglect, fail or refuse to affect Substantial Completion of the Project within the Contract time or any proper extension thereof granted by the Owner, then the Construction Manager does hereby agree to pay the Owner the sum of \$250.00 per day, not as a penalty but as liquidated delay damages for each and every calendar day following the Contract Time or proper extension thereof that Substantial Completion of the Project has not been achieved. Owner and Construction Manager agree and stipulate that it is difficult to fix the actual delay damage sustained by the Owner in this scenario. However, the said amount is fixed and agreed upon by Construction Manager and the Owner as the amount of delay damages which the Owner would sustain in such a case. The parties agree that liquidated delay damages specified herein shall be the sole measure of delay damages if and in the event Substantial Completion is not achieved as required by this Agreement.

## **ARTICLE 8 INSURANCE AND BONDS**

### **8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER**

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Paragraph 11.1 of AIA Document A201. Such insurance shall be written for not less than the following limits as set forth below:

**8.1.1** The Construction Manager must provide the Owner with certificates of insurance prior to beginning work on the Project. Each certificate of insurance must include the Project name. The certificates are to be approved by Owner and Architect before work commences. The certificates of coverage must be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates must contain enough detail to allow the Owner to confirm that the following requirements have been fulfilled by the Owner's insurance coverage. Owner reserves the right to require complete, certified copies of insurance policies at any time. Approval of the certificates or policies by the Owner does not relieve the Construction Manager of its duty of indemnification.

If the coverage period shown on the current certificate of coverage ends during the duration of the Project, the Construction Manager shall, prior to the end of the coverage period, provide a new certificate of coverage showing extension of the coverage.

**8.1.2** The required limits of insurance coverage may be satisfied by any combination of primary, excess, or umbrella liability insurance coverage, provided the primary policy complies with the requirements detailed below and the excess/umbrella policies are written on a "following form" basis. The Construction Manager may maintain reasonable deductibles, subject to approval by the Owner. The required limits of insurance do not establish a limit on the Construction Manager's liability.

**8.1.2.1** Commercial General Liability insurance at minimum limits: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.

The general aggregate limit shall apply separately to this Project or shall be equal to or greater than \$2,000,000.00. Coverage must be written on an occurrence form of policy and must include coverage for premise liability, products liability, completed operations, explosion, collapse, independent contractors liability, fire legal liability (\$50,000 limit), underground property damage and no-fault medical payments \$5,000 per person). Coverage for products/completed operations must be maintained for at least two (2) years after the Work is completed. Contractual liability must be maintained with respect to the Construction Manager's obligations in this agreement.

The General Liability insurance shall cover liability arising out of the activities performed by or on behalf of the Construction Manager or the contractors, subcontractors, and trade contractors including damage to work completed by contractors, subcontractors, and trade contractors or caused by the work or completed work of the contractors, subcontractors and trade contractors.

**8.1.2.2** Workers' compensation insurance at statutory limits, including Employers Liability at minimum limits of \$500,000 bodily injury by accident, \$500,000 by disease, aggregate. Additional requirements are provided in Paragraph 8.1.5

**8.1.2.3** Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per accident, as respects all owned, non-owned, and hired vehicles.

**8.1.2.4** The Construction Manager shall provide the Owner with a certificate reflecting Commercial Umbrella coverage. The Commercial Umbrella shall have minimum limits of \$5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.

**8.1.3** Each required insurance policy shall:

1. Waive all rights of subrogation against the Owner for losses arising from Work performed by the Construction Manager for the Owner;
2. Require the insured to immediately notify the Owner of any material change in the insurance coverage;
3. Provide the Owner with 30 days notice of cancellation, non-renewal, or termination of insurance by return receipt mail (10 days as respects non-payment of premium);
4. Be written by an insurer that is licensed to do business in Texas, classified by the Texas Department of Insurance as an "admitted" insurer, and maintains and A.M. Best rating of A/VII or better throughout the Project until the Owner has accepted the work;
5. Be written on forms that have been filed and approved by the Texas Department of

Insurance;

6. Be primary insurance as respects Owner, its officers, elected officials, employees, agents and representatives. Any insurance maintained by Owner will be in excess of Construction Manager's insurance and will not contribute to it;
7. Apply separate to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability;
8. Be maintained from the time Work commences until services are completed and accepted by Owner; and,
9. Must not contain any special limitations on the scope of coverage provided to the Owner, its officers, elected officials, employees, agents and representatives.

**8.1.4** The Construction Manager shall include all contractors, subcontractors and trade contractors as insureds under its policies or furnish Owner separate certificates for each contractor, subcontractor and trade contractor. All coverage required of contractors, subcontractors and trade contractors shall be subject to all of the insurance requirements detailed above except each contractor, subcontractor and trade contractor's general aggregate limit on Commercial General Liability shall be not less than \$1,000,000.00. The requirements of the Commercial Umbrella coverage do not apply to the contractors, subcontractors and trade contractors.

**8.1.5 State Mandated Workers' Compensation Insurance Requirements**

**8.1.5.1 Definitions (applicable to Paragraph 8.1.5)**

- a. Certificate of Coverage ("certificate") - A copy of a certificate of insurance or a certificate of authority to self-insure issued by the Texas Department of Insurance Division of Workers' Compensation (Workers' Compensation) showing statutory workers' compensation insurance coverage for the persons or entities' employees, executives, officers, partners and proprietors providing services on the Project, for the duration of the Project.
- b. Duration of the Project - Includes the time from the beginning of the Work on the Project until the Construction Manager's work on the Project has been completed and accepted by Owner.
- c. Persons providing services on the Project ("subcontractor" in 406.096 of the Texas Labor Code). Includes all persons or entities performing all or part of the services the Construction Manager had undertaken to perform on the subject, regardless of whether the person contracted directly with the Construction Manager and regardless that person has employees. This includes, without limitation, independent contractors, subcontractors, sub-contractors, motor carriers, owner-operators, employees, executives, officers, partners and proprietors of any such entity, trade contractors, or employees of any entity which furnishes persons to provide services on the Project.
- d. Services - Include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Project.



- 8.1.5.2** The Construction Manager shall provide workers' compensation insurance coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of the Texas Labor Code (401.011 (44)) for all employees of the Construction Manager providing services on the Project, for the duration of the Project.
- 8.1.5.3** The Construction Manager must provide a certificate of coverage to Owner prior to execution of this Agreement.
- 8.1.5.4** If the coverage period shown on the Construction Manager's current certificate of coverage ends during the duration of the Project, the Construction Manager must, prior to the end of the coverage period, file a new certificate of coverage with Owner showing that coverage has been extended.
- 8.1.5.5** The Construction Manager shall obtain from each person providing services on the Project, and provide to Owner:
- a. A certificate of coverage, prior to that person beginning Work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
  - b. No later than seven days after receipt by the Construction Manager, a new certificate showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 8.1.5.6** The Construction Manager shall retain all required certificates of coverage for the duration of the Project and for three years thereafter.
- 8.1.5.7** The Construction Manager shall notify Owner in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of the coverage of any person providing services on the Project.
- 8.1.5.8** The Construction Manager shall post on the Project site a notice, in the text, form and manner prescribed by the Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 8.1.5.9** The Construction Manager shall contractually require each person with whom it contracts to provide services on the Project, to:
- a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of the Texas Labor Code [401.01 (44)] for all employees of the Construction Manager providing services on the Project, for the duration of the Project;

- b. Provide to the Construction Manager, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the Duration of the Project.
- c. Provide the Construction Manager, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the Duration of the Project.
- d. Obtain from each other person with whom it contracts, and provide to the Owner:
  - (i) A certificate of coverage, prior to the other person beginning work on the project;
  - (ii) A new certificate of coverage showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (iii) Retain all required certificates of coverage on file for the duration of the Project and for three years thereafter;
  - (iv) Notify Owner in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of the coverage of any person providing services on the Project; and,
  - (v) Contractually require each person with whom it contracts to perform as required by clauses (i) - (iv) of this subparagraph, with certificates of coverage, to be provided to the person for whom they are providing services.
- e. The Construction Manager's failure to comply with any of the provisions of Paragraph 8.1.5 is a breach of contract by the Construction Manager which entitles Owner to declare this Agreement void if the Construction Manager does not remedy the breach within ten (10) days after notice of breach from Owner.

## **8.2 INSURANCE REQUIRED OF THE OWNER**

8.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under this Agreement.

8.2.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Construction Manager, contractors and their subcontractors in the Work.

8.2.3 The Owner shall purchase and maintain Builders Risk Insurance with limits that are at all times sufficient to cover the value of the exposure. The policy should be written to cover the interests of

the Owner, the Construction Manager, subcontractors, trade contractors, and all subcontractors. Further, the policy shall:

1. Stipulate that the insurer will not seek recovery, through subrogation or otherwise, against any insured (even if their negligence causes a covered loss), regardless of the extent of the insured's insurable interest.
2. Be written on an "all-risk" basis, and shall provide coverage for fire, extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, sewer backup, seepage, hydrostatic testing, pneumatic testing, mechanical testing and normal settling.
3. Apply to foundations, falsework, temporary buildings, and debris removal including demolition occasioned by enforcement of applicable legal requirements.
4. Provide coverage for consequential damage ensuing from faulty workmanship, material, construction, or design (resulting damage only, not cost of making good the workmanship).
5. Be maintained until the Owner has accepted the Project as completed or until no one other than the Owner has an insurable interest in the Project.
6. Cover portions of property stored off-site (after written approval of the Owner) at the value established by the Owner and portions of the work in transit.

### **8.3 PERFORMANCE BOND AND PAYMENT BOND**

**8.3.1** Construction Manager shall furnish bonds in accordance with Chapter 2253 of the Texas Government Code. The Performance and Payment Bonds required by this Article may be in one or separate instruments in accordance with local law. Surety companies must be licensed to do business in the State of Texas. All Payment and Performance Bonds provided by Construction Manager or any subcontractor shall comply with the requirements of Article 7.19-1 of the Texas Insurance code. The amount of each bond provided by Construction Manager shall be equal to One Hundred Percent (100%) of the Guaranteed Maximum Price. The Construction Manager has provided or will provide a bid bond or other financial security acceptable to the Owner so that the required Performance and Payment bonds will be delivered when a Guaranteed Maximum Price is established through Amendment Number 1.

**8.3.2** All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

**8.3.3** All bonds shall be originals. The Construction Manager shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

**8.3.4** Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**8.3.5** Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of the execution of this Agreement. If at any time during the continuance of this Agreement the surety of the Construction Manager's bonds becomes insolvent, Owner shall have the right to require additional and sufficient sureties which the Construction Manager shall furnish to the satisfaction of the Owner within thirty (30) days after notice to do so. In default thereof, the Construction Manager may be suspended and all payment or money due to the Construction Manager withheld.

**8.3.6** The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any work at the project site.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

### **9.2 ARBITRATION**

**9.2** As concluded by the parties to this Agreement on the advice of their counsel, and as evidenced by the signatures of the parties, it is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to arbitration and such arbitration shall be governed by the provisions of the Texas Civil Practice and Remedies Code, §171.001 et seq.

**9.2.1** If a dispute should arise under this Agreement, either party may within twenty (20) days make a demand for arbitration by filing a demand in writing with the other.

**9.2.2** The parties to this Agreement may agree on one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by each of the parties within twenty (20) days after demand for arbitration is made, and a third to be chosen by the two so named within twenty (20) days after their designation as an arbitrator. Should either party fail to timely join in the appointment of the arbitrators, the arbitrators shall be appointed in accordance with the provisions of Chapter 171 of the Texas Civil Practice and Remedies Code.

**9.2.3** All arbitration hearings conducted under the terms of this Agreement, and all judicial proceedings to enforce any of the provisions of this agreement, shall take place in Tom Green County, Texas. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place selected by the arbitrators within said County. Notice of hearing shall be given and the hearing conducted in accordance with the provisions of the Texas Civil Practice and Remedies Code. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrators. The arbitrators shall hear and determine the matter and shall

execute and acknowledge their award in writing and deliver a copy thereof to each of the parties by registered or certified mail.

**9.2.4** If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. A judgment confirming the award of the arbitrators may be rendered by any court having jurisdiction; or such court may vacate, modify, or correct the award in accordance with the provisions of Chapter 171 of the Texas Civil Practice and Remedies Code.

**9.2.5** If the arbitrators selected pursuant to Paragraph 9.2.2 above shall fail to render a written decision within twenty (20) days of the date of hearing, they shall be discharged, and three new arbitrators shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected.

**9.2.6** The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine.

**9.2.7** Unless otherwise agreed in writing, the Construction Manager shall continue to carry out his duties and responsibilities under this Agreement during any arbitration proceedings, and the Owner shall continue to make payments in accordance with this Agreement.

### **9.3.3 OWNERSHIP AND USE OF DOCUMENTS**

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, subcontractors, sub-subcontractors, trade contractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, subcontractors, sub-subcontractors, trade contractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

### **9.3.6 VENUE**

Venue shall be in Tom Green County, Texas.

### **9.3.7 WARRANTY**

The Construction Manager agrees to continue to serve as the point of contact for warranty purposes for a period of time not less than two (2) years following the date of Substantial Completion. This service will be at no additional fee. The Construction Manager's duties during this period will be to serve as the Owner's representative in contacting the appropriate contractors, subcontractors, trade contractors or suppliers for their warranty obligations and taking such steps as necessary to ensure

that the warranty obligations are complied with.

#### **9.3.8 AMENDMENT**

This Agreement, representing the entire Agreement between the parties may be amended or supplemented by mutual agreement of the parties hereto in writing. The amendment or supplementation shall be in writing attached and incorporated in this Agreement.

#### **9.3.9 INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **9.3.10 NOTICE**

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

#### **IF TO COUNTY:**

Name: Honorable Michael D. Brown  
Title: County Judge  
Address: 122 West Harris  
San Angelo, Texas 76903  
Telephone: 325/653-3318  
Facsimile: 325/659-3258

#### **IF TO CONSTRUCTION MANAGER:**

Name: Gary McClure  
Title: President  
Address: 521 West Beauregard  
P.O. Box 3405  
San Angelo, Texas 76902  
Telephone: 325/653-6904  
Facsimile: 325/658-2472

### **9.3.11 RELATIONSHIP OF PARTIES**

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

**9.3.11.2** Owner shall not have the right to control the manner(s) or prescribe the method(s) by which Construction Manager performs the Work. Construction Manager shall be wholly responsible for the construction manager services. Construction Manager is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants, contractors and subcontractors engaged in the performance of the Work.

**9.3.11.3** Construction Manager's personnel shall be and remain solely the employees of Construction Manager, and at no time or in any manner shall Construction Manager's personnel, employees, agents, representatives, engineers, consultants, contractors or subcontractors be considered as or deemed to be employees of Owner.

### **9.3.12 FINANCIAL INTEREST PROHIBITED**

Construction Manager covenants and represents that Construction Manager, its officers, employees, agents, engineers, consultants, contractors and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

### **9.3.13 TIME IS OF THE ESSENCE**

Construction Manager understands and agrees that time is of the essence.

## **ARTICLE 10 TERMINATION OR SUSPENSION**

### **10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE**

**10.1.3** If the Owner or Construction Manager terminates this Contract pursuant to this paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Subparagraph 10.1.2, be paid an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager.

- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by (a) purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Clause 10.1.3.1 and (b) reimburse the Construction Manager for reasonable cancellation expenses which were not reasonably avoidable by the Construction Manager and which were actually incurred by the Construction Manager. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

## **ARTICLE 11 OTHER CONDITIONS AND SERVICES**

This Agreement entered into as of the day and year first written above.

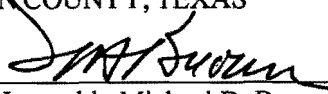



OWNER

CONSTRUCTION MANAGER

TOM GREEN COUNTY, TEXAS

TEMPLETON CONSTRUCTION CO., INC.

By:   
The Honorable Michael D. Brown  
Tom Green County Judge, in his  
official capacity and not individually

By:   
Gary McClure, President

Date: 10-25-05

Date: 10-15-05

**AMENDMENT NO. 1 TO AGREEMENT  
BETWEEN OWNER AND CONSTRUCTION MANAGER**

Pursuant to Paragraph 2.2 of the Agreement, dated between Tom Green County, Texas (Owner) and Templeton Construction Co., Inc., (Construction Manager), for expansion and renovation of the Tom Green County Library (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

**ARTICLE 1  
GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is Three Hundred Twenty-Four Thousand Four Hundred Forty-Seven and No/100 Dollars (\$324,447.00).

This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through G, as follows:


- Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based through September 28, 2005
- Exhibit B Allowance items through September 28, 2005
- Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price dated September 28, 2005
- Exhibit D Completion schedule dated September 28, 2005
- Exhibit E Alternate prices dated September 28, 2005
- Exhibit F Unit prices dated September 28, 2005
- Exhibit G Cost Estimate dated September 30, 2005.

**ARTICLE 2  
CONTRACT TIME**

The date of Substantial Completion established by this Amendment is in accordance with Exhibit D.

OWNER

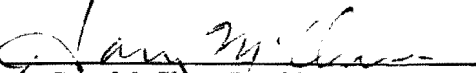
TOM GREEN COUNTY, TEXAS

By:   
The Honorable Michael D. Brown  
Tom Green County Judge, in his  
official capacity and not individually

Date: 10-25-05

CONSTRUCTION MANAGER

Templeton Construction Co., Inc.

By:   
Gary McClure, President

Date: 10-25-05

**Tom Green County  
Chiller Replacement  
Exhibit A  
Dated September 28, 2005**

**DRAWINGS, SPECIFICATIONS, ADDENDA, PROPOSAL DOCUMENTS**

**PROPOSAL DOCUMENTS**

Section CMAR-1, Invitation for Proposals, dated August 12, 2005  
Section CMAR-2, Instructions to Proposers, dated August 12, 2005  
Section CMAR-3, Proposal Packages, dated August 12, 2005  
Section CMAR-4, Proposal Form, dated August 12, 2005  
Section CMAR-5, Prevailing Wage Scale

**SPECIFICATIONS**

Specification, with cover sheet, dated July 29, 2005, Divisions 15 (Section 15000, 15121, 15135, 15140, 15172, 15190, 15200, 15245, 15260, 15510, 15515, 15681, 15975, 15990) and Division 16 (Section 16000, 16110, 16120, 16130, 16140, 16160, 16170, 16190, 16195, 16240)

**DRAWINGS**

**STRUCTURAL**

S1 Dated March 14, 2005

**MECHANICAL/PLUMBING/ELECTRICAL**

MPE1 Dated July 29, 2005

MPE2 Dated July 29, 2005

**ADDENDA**

Addendum No. 1 dated September 6, 2005

Addendum No. One MPE dated September 12, 2005

**Tom Green County  
Chiller Replacement  
Exhibit B  
Dated September 28, 2005**

**SCHEDULE OF ALLOWANCES**

There are no allowances included in this project.

**Tom Green County  
Chiller Replacement  
Exhibit C  
Dated September 28, 2005**

**BIDDING ASSUMPTIONS AND QUALIFICATIONS**

**GENERAL REQUIREMENTS**

1. The Owner will separately pay for all permits and fees.
2. Construction Manager's contingency allowance is shown in Cost Breakdown and may be used without authorization by Architect or Owner, in accordance with the contract. Unused portion will revert to Owner at completion of project.
3. Temporary Utilities will come from existing building utilities and therefore no cost for the same is included herein.
4. The Owner shall be responsible for Builders Risk Insurance.
5. Testing and Laboratory Services will be separately furnished and paid for by the Owner.
6. Dumpster and services will be furnished and paid for separately by the Owner.

**DIVISION 15 MECHANICAL**

1. Railing and toe stop is to be only at the stairs and on the North and South end of the platform as indicated on plan A/S1 and elevation B/S1.

**DIVISION 16 ELECTRICAL**

1. As per plans and specifications
2. No provision has been made to supply the building with 480v3ph power. Costs associated with the power upgrade by the utility company, if any, will be by change order.

**Tom Green County  
Chiller Replacement  
Exhibit D  
Dated September 28, 2005**

**COMPLETION SCHEDULE**

Contractor's Time of Completion shall be 60 calendar days following receipt of all materials for the project.

**Tom Green County  
Chiller Replacement  
Exhibit E  
Dated September 28, 2005**

**ALTERNATES**

Alternate No. 1: To the base proposal shall be a Lump Sum Add to furnish all labor, material, and equipment, except as otherwise noted herein, to perform all demolition work as described in, and in strict accordance with the Bidding Requirements (CMAR 1-5), plans S-1, MPE-1, MPE-2. Demolish all concrete pads, equipment and piping not removed by the Mechanical Contractor for the installation of their work. The Cooling Tower is to be removed after the new chiller is installed and in operation.



**Tom Green County  
Chiller Replacement  
Exhibit F  
Dated September 28, 2005**

**UNIT PRICES**

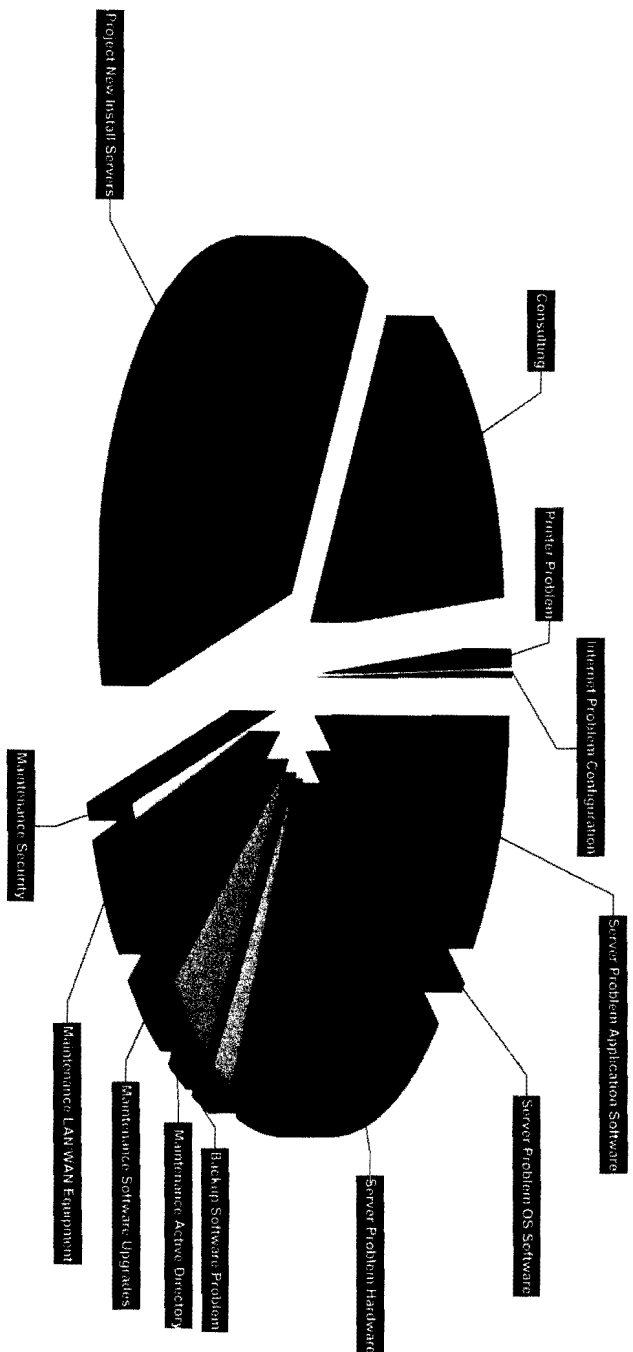
There are no unit prices

**Tom Green County  
Chiller Replacement  
Exhibit G  
Dated September 28, 2005**

**COST ESTIMATE  
SUB BID TABULATION**



CALTECH CONTRACT SUMMARY 7/1/05 thru 9/30/05





**Tom Green County Hours Used Breakdown for 7-1-05 thru 9-30-05**

Server Problem Application Software	11.25
Server Problem OS Software	0.5
Server Problem Hardware	18
Backup Software Problem	1.75
Maintenance Active Directory	2.25
Maintenance Software Upgrades	4.75
Maintenance LAN/WAN Equipment	5.5
Maintenance Security	1
Project New Install Servers	37
Consulting	15
Printer Problems	0.75
Internet Problem Configuration	0.25
PC Problem Hardware	0.75
PC Problem Application Software	18.25
LAN/WAN Problem	0.75
<b>Total</b>	<b>117.75</b>

## **TOM GREEN COUNTY**

### **Grazing Lease Agreement**

This Grazing Lease Agreement is made and entered into by and between Tom Green County, State of Texas, hereinafter referred to as **"COUNTY"** acting by and through its duly elected County Judge whose address is 122 West Harris, San Angelo, Texas 76903-5877 and GARY L. and Sherry Halfmann, hereinafter known as **"Lessee"** whose address is 1574 Holiman Lane, San Angelo, Texas 76905.

COUNTY in consideration of the covenants and agreements hereinafter set forth does by these presents demise and lease unto Lessee, for ranching purposes only, **one hundred and seventy acres (170)** situated in Tom Green County, Texas, described as follows:

See Exhibit "A" attached hereto which is incorporated herein by reference for all purposes.

#### **I. TERM**

The term of this lease shall be for a period of five (5) years beginning October 1, 2005, and ending on September 30, 2010, unless terminated sooner as provided for in this lease agreement.

#### **II. RENT**

As consideration for this lease, Lessee agrees to pay to the COUNTY at the address as shown within Paragraph X-E. the sum of \$3.50 per acre per annum, calculated upon the acreage hereinabove stated, with this rental **payable semiannually** in advance and semiannual installments of **\$297.50** each, the first of such semiannual installments in that amount being due and payable in or before October, 2005, and a like installment in the same amount being due and payable on or before the 1st day of April, 2006, and a like installment in the same amount being due payable on or before

the 1st day of each successive October and April thereafter during the entire life of this lease.

If, after the initial five (5) year term has expired, COUNTY decides to lease the Premises again, Lessee shall have the first right of refusal for an additional five (5) year lease, which **shall be exercised in writing within sixty (60) days** of written notice to Lessee that COUNTY intends to lease the property for another term. COUNTY may relet the Premises on any terms it deems advisable and shall not be bound to the terms contained in this lease. The right of first refusal shall terminate if Lessee defaults under any provision of this lease.

It is specifically agreed that in the event any of the semiannual installments become past due and remains delinquent for a period of 10 days, then the COUNTY may, at the COUNTY's option (but the COUNTY shall not be required to do so), declare this lease terminated. If the lease agreement terminates prior to the expiration date for any reason other than Lessee's default, rent shall be prorated to the date of termination, and the COUNTY shall immediately repay to Lessee all rent then prepaid and unearned.

### III.

#### MAINTENANCE OF LEASED PREMISES

Lessee agrees during the term of this lease that Lessee will commit no waste upon the LEASED PREMISES nor permit anyone to commit waste thereon and that he will return the LEASED PREMISES to the COUNTY at the termination of this lease in as good condition as when received. In this connection, Lessee specifically agrees, at his own expense and cost, from time to time, to make such minor, routine or normal repairs and maintenance upon the improvements as may be necessary to maintain the same in a good state of repair and in a usable condition, it being distinctly understood that the COUNTY shall not be required to make any repairs upon or replacements of the improvements whatsoever.

Lessee is hereby expressly obligated to keep the fences in a good, ranchman like condition and in doing so shall replace posts when reasonably necessary and shall re-hang and re-stretch wire and do any other reasonable repair and maintenance which

might be necessary so that at all times the fences are in a good, strong, stable ranchman like condition and fully capable of turning all classes of domestic livestock.

Lessee agrees not to make any changes in, any of the fences on or around the lands without the COUNTY's written consent first being obtained.

#### IV.

##### USE OF LEASED PREMISES

Leased Premises shall be used by Lessee for domestic livestock grazing purposes only and uses normally incident thereto, and for no other purpose. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, the COUNTY shall have the right to terminate this Lease by written **notice given to the Lessee, no less than sixty (60) days** prior to the date of termination. Lessee shall use only that portion of the property leased to him.

COUNTY shall have the exclusive right to cancel this Lease Agreement or any portion of the Leased Premises for any purpose during the lease term after written notice is given to Lessee and the **elapse of sixty (60) days**.

*Hunting is expressly prohibited on any part of the Leased Premises.*

COUNTY reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by COUNTY provided, however, if COUNTY enters into an oil, gas or other mineral lease, COUNTY shall require the mineral Lessee to fence all production sites during all phases of their operation.

Any productive acreage damaged by any such exploration activities will be deleted from this Lease for purposes of the computation of annual rents until such time, if ever, as the property can be productive again. Any damages paid to COUNTY for injury or death to livestock will be passed onto Lessee. Any other damages paid to COUNTY will remain with COUNTY.



V.

CONDITION OF LEASED PREMISES

A. No Warranty

COUNTY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISE OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

B. Maintenance

Lessee agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to the COUNTY, then the COUNTY, after reasonable notice and hearing, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing or repairing to be added to the rental payment with interest at the rate of ten (10) percent per annum beginning sixty (60) days from the date on which the work was completed, until such cost is paid in full. Lessee agrees to maintain all fences, gates, roads and improvements at his own expense.

VI.

LIMITATIONS OF LESSEE IN LEASED PREMISES

A. No Assignment or Subletting

Lessee shall not assign or sublet this Lease, in whole or in part, without the prior written consent of COUNTY.

B. No Encumbrances

Lessee shall not have the right to encumber said Leased Premises. This provision shall not prohibit Lessee from encumbering his personal property which may be removed from the realty without injury to the realty.

C. County's Right to Enter

At all times during the term of the Lease, COUNTY or its authorized agents shall have the right to enter said Leased Premises for the purpose of examining and

inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease. COUNTY or its authorized agents shall make reasonable efforts to verbally notify Lessee prior to or during its entry onto the Leased Premises, provided however, notification shall not be necessary in the case of an emergency as determined by COUNTY. COUNTY, or its authorized agents shall leave all gates, gaps etc. in the same position as they were found and all exterior gates shall be locked and/or closed upon entering and leaving the property.

**D. Alterations, Additions, Improvements and Fixtures**

Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of COUNTY. Consent for such alterations, additions or improvements shall not be unreasonably withheld by COUNTY. All alterations, additions or improvements made by Lessee shall become the property of COUNTY at the termination of this Lease; however, Lessee shall promptly remove, if COUNTY so elects, all alterations, additions and improvements and any other property placed in or on the Leased Premises by Lessee. Lessee shall repair any damage caused by such removal. Lessee shall not be responsible for the replacement of any fences damaged or destroyed by natural causes.

**E. Illegal Uses**

Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee at his own expense will comply, and will cause his officers, employees, agents and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

**VII.**

**DEBTS RELATED TO LEASED PREMISES**

**Incidental Charges**

Lessee shall pay or cause to be paid all incidental charges incurred in connection with his operations and use of the Leased Premises.

VII.

INDEMNIFICATION AND INSURANCE

COUNTY SHALL IN NO WAY BE RESPONSIBLE FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY LOSS OR ALLEGED LOSS FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY OF AND FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, LAWSUITS, CAUSES OF ACTION BY REASON OF ANY BODILY INJURY OR CLAIM OF BODILY INJURY TO PERSONS, OR INJURY OR DAMAGE TO PROPERTY CAUSED BY LESSEE, LESSEE'S AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY MEMBERS OF THE FAMILIES OF SUCH PERSONS, OR CAUSED BY THE LEASED PREMISES TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY FAMILIES OF SUCH PERSONS. LESSEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES AND COSTS, FOR INJURY TO OR DEATH OF THE FOLLOWING DESIGNATED PERSONS, OR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND MATTERS CONTEMPLATED BY THIS LEASE. IT IS SPECIFICALLY UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING IN FAVOR OF (I) ANY LESSEE HERETO, (II) ANY EMPLOYEES OF ANY LESSEE, (III) ANY INVITEE OF LESSEE, (IV) ANY GUEST OF LESSEE, AND (V) ANY PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY LESSEE TO INDEMNIFY AND PROTECT THE COUNTY FOR THE CONSEQUENCES OF COUNTY'S OWN NEGLIGENCE OR OTHER FAULT, WHETHER SUCH IS THE SOLE, OR A CONCURRING CAUSE, OF

THE INJURY, DEATH OR DAMAGE. IN ADDITION, LESSEE SHALL OBTAIN AND MAINTAIN AT LESSEE'S SOLE COST AND EXPENSE IN FULL FORCE AND EFFECT DURING THE ENTIRE TERM OF THIS LEASE A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) PER OCCURRENCE OF GENERAL LIABILITY INSURANCE INSURING LESSEE AND THE COUNTY AGAINST LOSS, A COPY OF WHICH INSURANCE POLICY SHALL BE FURNISHED TO THE COUNTY PRIOR TO OCTOBER 1, 1997, AND ANNUALLY THEREAFTER. SUCH GENERAL LIABILITY INSURANCE POLICY SHALL SHOW COUNTY AS AN ADDITIONAL INSURED. THIS PARAGRAPH SHALL CONSTITUTE A BAR TO ANY RECOVERY BY LESSEE OR ANY EMPLOYEE, INVITEE, GUEST, OR OTHER PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE, WHICH MAY BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AND SHALL SERVE AS A DEFENSE WHICH MIGHT BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AS A BAR TO RECOVERY IN ANY SUIT INSTITUTED ON ACCOUNT OF ANY SUCH INJURIES, DEATH OR OTHERWISE.

Lessee shall obtain and maintain continuously in effect at all times during the term hereof, casualty insurance upon the Leased Premises and improvements thereon in such amounts as to insure the repair or replacement thereof in the event of casualty. Lessee covenants that such insurance proceeds will be invested in the repair and/or replacement of said Leased Premises and/or improvements that may be damaged or destroyed. All insurance policies required herein shall be drawn in the name of Lessee, with the COUNTY, its Commissioners' Court, officials, agents and employees named as additional insureds.

Lessee shall furnish COUNTY with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, the Lessee shall immediately provide to the COUNTY written notice upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable

requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for COUNTY shall be mailed in accordance with the notice provisions of this Lease Agreement.

The Lessee shall require his insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against COUNTY its Commissioners' Court members, officials, officers, agents and employees. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations, notwithstanding said policy of insurance, are for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted on the Leased Premises.

Tom Green County shall be named an additional insured on Lessee's insurance coverage pertaining to Lessee's grazing lease with the City of San Angelo.

#### VIII.

##### DEFAULT/ABANDONMENT OF LEASED PREMISES

In the event Lessee shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of sixty (60) days, COUNTY shall have the right to terminate this Lease. COUNTY will give Lessee sixty (60) days written notice of its intention to terminate the Lease, and Lessee will have such sixty (60) days within which to cure such default and thereby avoid termination.

#### IX.

##### SURRENDER OF LEASED PREMISES; ABANDONED PROPERTY

The Leased Premises and any improvements and fixtures shall remain the property of COUNTY and shall be restored to possession of COUNTY in good condition (reasonable wear and tear, Acts of God, or casualties associated with civil disorders or military activities excepted). Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to COUNTY upon termination of this Lease.

All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of COUNTY.

X.

MISCELLANEOUS

A. Invalid or Illegal Provisions

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

B. Terms of the Essence

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE THE COUNTY, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

C. Cumulative Remedies

Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to COUNTY hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of COUNTY contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and COUNTY shall have the right to pursue any one or all such remedies or any

other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by COUNTY of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

D. Reimbursement of County's Expenses

Lessee shall pay on demand all of COUNTY's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fee and collection of payments, taxes and other assessments.

E. Notices

Any notice or demand that either party desires or is require to be given b this Lease Agreement *shall be in writing and shall be deemed sufficient if sent by United States certified mail return receipt requested, postage prepaid* to the following:

If to County: Tom Green County  
124 West Beauregard  
San Angelo, TX 76903-5851  
Attn.: Administrative Service Director

If to Lessee: Gary L. and Sherry Halfmann  
1574 Holiman Lane  
San Angelo, TX 76905

F. Amendments

No modification of this Lease shall be binding unless it be writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes this Lease Agreement and the Lease Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to a statutes, ordinances and regulations of competent government authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

G. Relationship of COUNTY and Lessee

The relationship between COUNTY and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

H. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

I. Interpretation

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

J. Late Payments

Lessee shall pay to the COUNTY a late charge, for any fee received by the COUNTY after the date that the fee is due in the amount of ten percent (10%) per annum of the outstanding fee; provided however, that this provision for late charges shall not be construed as a waiver of the right of COUNTY to terminate this Lease at its option as authorized herein.

K. Hold Over

It is distinctly understood and agreed by and between the COUNTY and the Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of COUNTY.

L. Entire Agreement

The Lease Agreement constitutes the entire agreement between the parties hereto, and COUNTY is not bound by any agreement, stipulation or representation made by any agent, employee or official of COUNTY.



**TOM GREEN COUNTY**  
Grazing Lease Agreement

STATE OF TEXAS           §  
                                     §  
COUNTY OF TOM GREEN   §

IN WITNESS WHEREOF TOM GREEN COUNTY and Sherry Halfmann and Gary L. Halfmann have executed this agreement as of the date first above written.

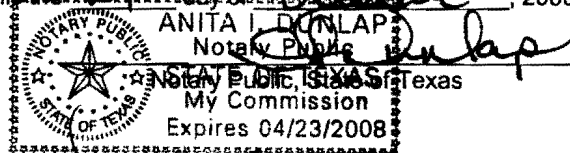
*Executed in duplicate originals on the dates specified below.*

**LESSEE**

By: *Sherry Halfmann*  
Sherry Halfmann

By: *Gary L. Halfmann*  
Gary L. Halfmann

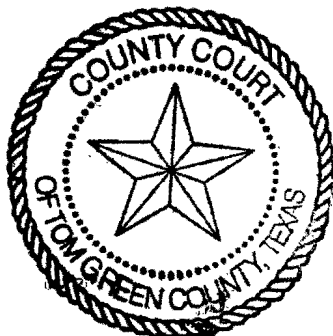
This instrument was acknowledged before me on this the 24 day of October, 2005.



**TOM GREEN COUNTY**

By: *Michael D. Brown*  
Michael D. Brown, County Judge  
Acting in his capacity as County Judge for  
Tom Green County, Texas, and not individually.

This instrument was acknowledged before me on this the 25<sup>th</sup> day of October, 2005,  
by Michael D. Brown, County Judge for Tom Green County, Texas.



*Elizabeth McGill*  
Elizabeth McGill, County Clerk  
Tom Green County, Texas

**TOM GREEN COUNTY**  
Grazing Lease Agreement - 1997

This Grazing Lease Agreement is made and entered into by and between Tom Green County, State of Texas, hereinafter referred to as "**COUNTY**" acting by and through its duly elected County Judge whose address is 122 West Harris, San Angelo, Texas 76903-5877 and GARY L. and Sherry Halfmann, hereinafter known as "**Lessee**" whose address is 1574 Holiman Lane, San Angelo, Texas 76905.

COUNTY in consideration of the covenants and agreements hereinafter set forth does by these presents demise and lease unto Lessee, for ranching purposes only, one **hundred and eighty acres (180)** situated in Tom Green County, Texas, described as follows:

See Exhibit "A" attached hereto which is incorporated herein by reference for all purposes, save and except twenty (20) acres to be designated by the COUNTY at a future date.

I.

TERM

The term of this lease shall be for a period of three (3) years beginning October 1, 1997, and ending on September 30, 2000, unless terminated sooner as provided for in this lease agreement.

II.

RENT

As consideration for this lease, Lessee agrees to pay to the COUNTY at the address as shown within Paragraph X-E. the sum of \$3.50 per acre per annum, calculated upon the acreage hereinabove stated, with this rental payable semiannually in advance and semiannual installments of \$315.00 each, the first of such semiannual installments in that amount being due and payable on or before October 1, 1997, and a like installment in the same amount being due and payable on or before the 1st day of April, 1998, and a like installment in the same amount being due payable on or before

the 1st day of each successive October and April thereafter during the entire life of this lease.

If, after the initial three (3) year term has expired, COUNTY decides to lease the Premises again, Lessee shall have the first right of refusal for an additional five (5) year lease, which shall be exercised in writing within sixty (60) days of written notice to Lessee that COUNTY intends to lease the property for another term. COUNTY may relet the Premises on any terms it deems advisable and shall not be bound to the terms contained in this lease. The right of first refusal shall terminate if Lessee defaults under any provision of this lease.

It is specifically agreed that in the event any of the semiannual installments become past due and remains delinquent for a period of 10 days, then the COUNTY may, at the COUNTY's option (but the COUNTY shall not be required to do so), declare this lease terminated. If the lease agreement terminates prior to the expiration date for any reason other than Lessee's default, rent shall be prorated to the date of termination, and the COUNTY shall immediately repay to Lessee all rent then prepaid and unearned.

### III.

#### MAINTENANCE OF LEASED PREMISES

Lessee agrees during the term of this lease that Lessee will commit no waste upon the LEASED PREMISES nor permit anyone to commit waste thereon and that he will return the LEASED PREMISES to the COUNTY at the termination of this lease in as good condition as when received. In this connection, Lessee specifically agrees, at his own expense and cost, from time to time, to make such minor, routine or normal repairs and maintenance upon the improvements as may be necessary to maintain the same in a good state of repair and in a usable condition, it being distinctly understood that the COUNTY shall not be required to make any repairs upon or replacements of the improvements whatsoever.

Lessee is hereby expressly obligated to keep the fences in a good, ranchmanlike condition and in doing so shall replace posts when reasonably necessary and shall re-hang and re-stretch wire and do any other reasonable repair and maintenance which

might be necessary so that at all times the fences are in a good, strong, stable ranchmanlike condition and fully capable of turning all classes of domestic livestock.

Lessee agrees not to make any changes in, any of the fences on or around the lands without the COUNTY's written consent first being obtained.

IV.

USE OF LEASED PREMISES

Leased Premises shall be used by Lessee for domestic livestock grazing purposes only and uses normally incident thereto, and for no other purpose. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, the COUNTY shall have the right to terminate this Lease by written notice given to the Lessee, no less than sixty (60) days prior to the date of termination. Lessee shall use only that portion of the property leased to him.

COUNTY shall have the exclusive right to cancel this Lease Agreement or any portion of the Leased Premises for any purpose during the lease term after written notice is given to Lessee and the elapse of sixty (60) days.

*Hunting is expressly prohibited on any part of the Leased Premises.*

COUNTY reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by COUNTY provided, however, if COUNTY enters into an oil, gas or other mineral lease, COUNTY shall require the mineral Lessee to fence all production sites during all phases of their operation.

Any productive acreage damaged by any such exploration activities will be deleted from this Lease for purposes of the computation of annual rents until such time, if ever, as the property can be productive again. Any damages paid to COUNTY for injury or death to livestock will be passed onto Lessee. Any other damages paid to COUNTY will remain with COUNTY.

V.

CONDITION OF LEASED PREMISES

A. No Warranty

COUNTY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISE OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

B. Maintenance

Lessee agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to the COUNTY, then the COUNTY, after reasonable notice and hearing, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing or repairing to be added to the rental payment with interest at the rate of ten (10) percent per annum beginning sixty (60) days from the date on which the work was completed, until such cost is paid in full. Lessee agrees to maintain all fences, gates, roads and improvements at his own expense.

VI.

LIMITATIONS OF LESSEE IN LEASED PREMISES

A. No Assignment or Subletting

Lessee shall not assign or sublet this Lease, in whole or in part, without the prior written consent of COUNTY.

B. No Encumbrances

Lessee shall not have the right to encumber said Leased Premises. This provision shall not prohibit Lessee from encumbering his personal property which may be removed from the realty without injury to the realty.

C. County's Right to Enter

At all times during the term of the Lease, COUNTY or its authorized agents shall have the right to enter said Leased Premises for the purpose of examining and

inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease. COUNTY or its authorized agents shall make reasonable efforts to verbally notify Lessee prior to or during its entry onto the Leased Premises, provided however, notification shall not be necessary in the case of an emergency as determined by COUNTY. COUNTY, or its authorized agents shall leave all gates, gaps etc. in the same position as they were found and all exterior gates shall be locked and/or closed upon entering and leaving the property.

**D. Alterations, Additions, Improvements and Fixtures .**

Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of COUNTY. Consent for such alterations, additions or improvements shall not be unreasonably withheld by COUNTY. All alterations, additions or improvements made by Lessee shall become the property of COUNTY at the termination of this Lease; however, Lessee shall promptly remove, if COUNTY so elects, all alterations, additions and improvements and any other property placed in or on the Leased Premises by Lessee. Lessee shall repair any damage caused by such removal. Lessee shall not be responsible for the replacement of any fences damaged or destroyed by natural causes.

**E. Illegal Uses**

Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee at his own expense will comply, and will cause his officers, employees, agents and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

**VII.**

**DEBTS RELATED TO LEASED PREMISES**

**A. Taxes**

**VOL. 82 PG. 937**

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every kind and description which during the term of this Lease may be levied on or assessed against the Leased Premises in, or on, the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to COUNTY or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and hold harmless COUNTY from all such taxes, fees, charges and assessments including attorney fees and court costs.

**B. Incidental Charges**

Lessee shall pay or cause to be paid all incidental charges incurred in connection with his operations and use of the Leased Premises.

**VII.**

**INDEMNIFICATION AND INSURANCE**

COUNTY SHALL IN NO WAY BE RESPONSIBLE FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY LOSS OR ALLEGED LOSS FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY OF AND FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, LAWSUITS, CAUSES OF ACTION BY REASON OF ANY BODILY INJURY OR CLAIM OF BODILY INJURY TO PERSONS, OR INJURY OR DAMAGE TO PROPERTY CAUSED BY LESSEE, LESSEE'S AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY MEMBERS OF THE FAMILIES OF SUCH PERSONS, OR CAUSED BY THE LEASED PREMISES TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY FAMILIES OF SUCH PERSONS. LESSEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES

OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES AND COSTS, FOR INJURY TO OR DEATH OF THE FOLLOWING DESIGNATED PERSONS, OR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND MATTERS CONTEMPLATED BY THIS LEASE. IT IS SPECIFICALLY UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING IN FAVOR OF (I) ANY LESSEE HERETO, (II) ANY EMPLOYEES OF ANY LESSEE, (III) ANY INVITEE OF LESSEE, (IV) ANY GUEST OF LESSEE, AND (V) ANY PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY LESSEE TO INDEMNIFY AND PROTECT THE COUNTY FOR THE CONSEQUENCES OF COUNTY'S OWN NEGLIGENCE OR OTHER FAULT, WHETHER SUCH IS THE SOLE, OR A CONCURRING CAUSE, OF THE INJURY, DEATH OR DAMAGE. IN ADDITION, LESSEE SHALL OBTAIN AND MAINTAIN AT LESSEE'S SOLE COST AND EXPENSE IN FULL FORCE AND EFFECT DURING THE ENTIRE TERM OF THIS LEASE A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) PER OCCURRENCE OF GENERAL LIABILITY INSURANCE INSURING LESSEE AND THE COUNTY AGAINST LOSS, A COPY OF WHICH INSURANCE POLICY SHALL BE FURNISHED TO THE COUNTY PRIOR TO OCTOBER 1, 1997, AND ANNUALLY THEREAFTER. SUCH GENERAL LIABILITY INSURANCE POLICY SHALL SHOW COUNTY AS AN ADDITIONAL INSURED. THIS PARAGRAPH SHALL CONSTITUTE A BAR TO ANY RECOVERY BY LESSEE OR ANY EMPLOYEE, INVITEE, GUEST, OR OTHER PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE, WHICH MAY BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AND SHALL SERVE AS A DEFENSE WHICH MIGHT BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AS A BAR TO RECOVERY IN ANY SUIT INSTITUTED ON ACCOUNT OF ANY SUCH INJURIES, DEATH OR OTHERWISE.

Lessee shall obtain and maintain continuously in effect at all times during the term hereof, casualty insurance upon the Leased Premises and improvements thereon



in such amounts as to insure the repair or replacement thereof in the event of casualty. Lessee covenants that such insurance proceeds will be invested in the repair and/or replacement of said Leased Premises and/or improvements which may be damaged or destroyed. All insurance policies required herein shall be drawn in the name of Lessee, with the COUNTY, its Commissioners' Court, officials, agents and employees named as additional insureds.

Lessee shall furnish COUNTY with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, the Lessee shall immediately provide to the COUNTY written notice upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for COUNTY shall be mailed in accordance with the notice provisions of this Lease Agreement.

The Lessee shall require his insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against COUNTY its Commissioners' Court members, officials, officers, agents and employees. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations, notwithstanding said policy of insurance, are for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted on the Leased Premises.

Tom Green County shall be named an additional insured on Lessee's insurance coverage pertaining to Lessee's grazing lease with the City of San Angelo.

#### VIII.

#### DEFAULT/ABANDONMENT OF LEASED PREMISES

In the event Lessee shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of sixty (60) days, COUNTY shall have the right to terminate this Lease. COUNTY will give Lessee sixty (60) days written notice of its intention to terminate the Lease, and Lessee will have such sixty (60) days within which to cure such default and thereby avoid termination.

IX.

SURRENDER OF LEASED PREMISES; ABANDONED PROPERTY

The Leased Premises and any improvements and fixtures shall remain the property of COUNTY and shall be restored to possession of COUNTY in good condition (reasonable wear and tear, Acts of God, or casualties associated with civil disorders or military activities excepted). Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to COUNTY upon termination of this Lease. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of COUNTY.

X.

MISCELLANEOUS

A. Invalid or Illegal Provisions

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

B. Terms of the Essence

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION

CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE THE COUNTY, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

C. Cumulative Remedies

Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to COUNTY hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of COUNTY contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and COUNTY shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by COUNTY of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

D. Reimbursement of County's Expenses

Lessee shall pay on demand all of COUNTY's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fee and collection of payments, taxes and other assessments.

E. Notices

Any notice or demand that either party desires or is require to be given b this Lease Agreement *shall be in writing and shall be deemed sufficient if sent by United States certified mail return receipt requested, postage prepaid* to the following:

VOL. 82 PG. 942

If to County: Tom Green County  
124 West Beauregard  
San Angelo, TX 76903-5851  
Attn.: Administrative Service Director

If to Lessee: Gary L. Halfmann  
1574 Holiman Lane  
San Angelo, TX 76905

**F. Amendments**

No modification of this Lease shall be binding unless it be writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes this Lease Agreement and the Lease Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to a statutes, ordinances and regulations of competent government authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

**G. Relationship of COUNTY and Lessee**

The relationship between COUNTY and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

**H. Headings**

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

**I. Interpretation**

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

J. Late Payments

Lessee shall pay to the COUNTY a late charge, for any fee received by the COUNTY after the date that the fee is due in the amount of ten percent (10%) per annum of the outstanding fee; provided however, that this provision for late charges shall not be construed as a waiver of the right of COUNTY to terminate this Lease at its option as authorized herein.

K. Hold Over

It is distinctly understood and agreed by and between the COUNTY and the Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of COUNTY.

L. Entire Agreement

The Lease Agreement constitutes the entire agreement between the parties hereto, and COUNTY is not bound by any agreement, stipulation or representation made by any agent, employee or official of COUNTY.

**TOM GREEN COUNTY**  
Grazing Lease Agreement

STATE OF TEXAS           §  
                                     §  
COUNTY OF TOM GREEN   §

IN WITNESS WHEREOF TOM GREEN COUNTY and Sherry Halfmann and Gary L. Halfmann have executed this agreement as of the date first above written.

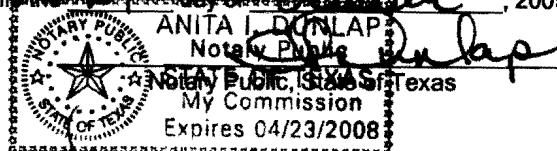
*Executed in duplicate originals on the dates specified below.*

**LESSEE**

By: *Sherry Halfmann*  
Sherry Halfmann

By: *Gary L. Halfmann*  
Gary L. Halfmann

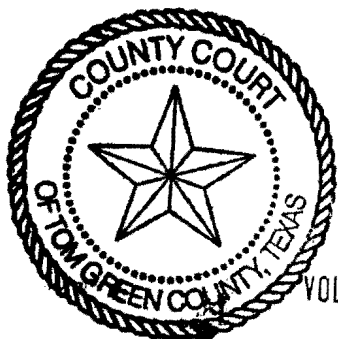
This instrument was acknowledged before me on this the 24 day of October, 2005.



**TOM GREEN COUNTY**

By: *Michael D. Brown*  
Michael D. Brown, County Judge  
Acting in his capacity as County Judge for  
Tom Green County, Texas, and not individually.

This instrument was acknowledged before me on this the 25<sup>th</sup> day of October, 2005,  
by Michael D. Brown, County Judge for Tom Green County, Texas.



*Elizabeth McGill*  
Elizabeth McGill, County Clerk  
Tom Green County, Texas

VOL. 82 PG. 945

EXHIBIT "A"

FIELD NOTES  
PROPERTY A

200.000 Acres

96-A-406  
April 17, 1996

Being an area of 200.000 acres of land out of Mrs. Julia A. Egglestone Survey 2, Abstract No. 4984, J. Fenner Survey 1, Abstract No. 4985, and J. W. Johnson Survey 10, Abstract No. 8134, 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 said Tom Green County and said 200.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a  $\frac{1}{2}$ " iron pipe set for the north corner of this tract and being in the east line of said Survey 2, 2527.27 feet S.  $00^{\circ} 23' 28''$  W. from a 2" iron pipe found for the northeast corner of said Survey 2 and from said beginning corner a fence post bears S.  $37^{\circ} 34' 48''$  W. 11.17 feet;

Thence with the northeast line of this tract and across said 5278.9 acre tract, S.  $57^{\circ} 13' 37''$  E. 1994.86 feet to a  $\frac{1}{2}$ " iron pipe set for the east corner of this tract;

Thence with the southeast line of this tract, S.  $32^{\circ} 46' 23''$  W. 4263.43 feet to a  $\frac{1}{2}$ " iron pipe set for the south corner of this tract;

Thence with the southwest line of this tract, N.  $57^{\circ} 13' 37''$  W. at 1153.08 feet pass a  $\frac{3}{8}$ " iron rod found for the east corner of a certain 22.27 acre tract described by deed recorded in Volume 199, Page 586, Official Public Records of Real Property, in all a total distance of 2320.33 feet to a  $\frac{1}{2}$ " iron pipe set for the west corner of this tract and from which fence post bears S.  $80^{\circ} 46' 52''$  E. 1.22 feet and also being the north corner of said 22.27 acre tract and being in the west or northwest line of said 5278.9 acre tract and east or southeast right-of-way line of U. S. Hwy. 67 and 277;

Thence with the west or northwest line of this tract and said 5278.9 acre tract and said right-of-way of U. S. Hwy. 67 and 277 a curve right, having a radius of 1796.86 feet, central angle for this part of  $09^{\circ} 03' 55''$ , arc length of 284.29 feet and whose long chord bears N.  $47^{\circ} 41' 50''$  E. 284.00 feet to a point from which a punch mark in brass disk right-of-way marker bears S.  $15^{\circ} 40' 26''$  W. 0.65 feet to the end of this curve and beginning of another curve to the right;

Thence with said curve to the right, having a radius of 2433.48 feet central angle of  $06^{\circ} 00' 00''$ , arc length of 254.83 feet and whose long chord bears N.  $55^{\circ} 13' 47''$  E. 254.72 feet to a point from which a punch mark in brass disk right-of-way marker bears S.  $15^{\circ} 17' 50''$  E. 0.74 feet;

EXHIBIT "A"  
Page 2 of 2 Pages

Thence N. 58° 13' 47" E. 499.40 feet to a point from which a punch mark in brass disk right-of-way marker bears S. 35° 50' 51" E. 0.62 feet for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet, central angle of 07° 00' 00", arc length of 280.45 feet and whose long chord bears N. 54° 43' 47" E. 280.27 feet to a  $\frac{1}{2}$ " iron pipe set for the end of this curve and the beginning of another curve to the left;

Thence with said curve to the left, having a radius of 1750.02 feet, central angle of 56° 26' 00", arc length of 1723.68 feet and whose long chord bears N. 23° 00' 47" E. 1654.84 feet to a point from which a punch mark in brass disk right-of-way marker bears N. 77° 58' 57" W. 0.29 feet for the end of this curve and beginning of another curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet central angle of 02° 43' 14", arc length of 109.00 feet and whose long chord bears N. 06° 33' 50" W. 108.99 feet to a point from which a punch mark in brass disk right-of-way marker bears N. 85° 02' 58" W. 0.47 feet for the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 573.69 feet, central angle of 41° 15' 21", arc length of 413.09 feet and whose long chord bears N. 12° 58' 18" E. 404.22 feet to a found punch mark in brass disk right-of-way marker for the end of this curve;

Thence N. 32° 48' 45" E. 325.15 feet to a found punch mark in brass disk right-of-way marker;

Thence N. 27° 59' 12" E. 184.45 feet to a  $\frac{1}{2}$ " iron pipe set for a northwest corner of this tract and from which a fence post bears N. 37° 34' 48" E. 3.07 feet;

Thence N. 70° 21' 11" E. 553.06 feet to the point of beginning and containing an area of 200.000 acres of land.

  
James G. "Stormy" Kimrey P.E.  
Registered Professional Land Surveyor No. 2319

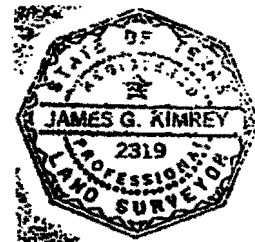




EXHIBIT A

FIELD NOTES

20.000 Acres

January 22, 2002  
02-A-0134n

Being an area of 20.000 acres of land out of Julia A. Egglestone Survey 2, Abstract No. 4984 and J. W. Johnson Survey 10, Abstract No. 8134, Tom Green County, Texas and said 20.000 acre tract also being out of that certain 200.000 acre tract to Tom Green County, State of Texas by Warranty Deed dated August 20, 1996 and recorded in Volume 577, Page 71, 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;

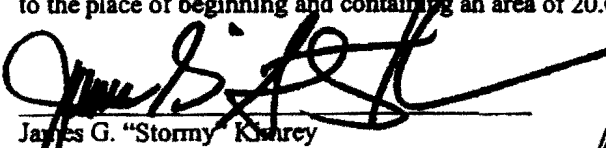
Beginning at a ½" iron pipe found for the north corner of this tract and said 200.000 acre tract and being in the east line of said Survey 2, 2527.27 feet S. 00° 23' 28" W. from a 2" iron pipe found for the northeast corner of said Survey 2 and from said beginning corner a fence post bears S. 37° 34' 48" W. 11.17 feet;

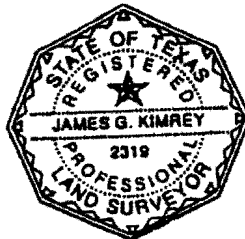
Thence with the northeast line of this tract and said 200.000 acre tract, S. 57° 13' 37" E. 1994.86 feet to a ½" iron pipe set for the east corner of this tract and said 200.000 acre tract;

Thence with the southeast line of this tract and said 200.000 acre tract, S. 32° 46' 23" W. 405.08 feet to a ½" iron pipe set for the south corner of this tract;

Thence with the southwest line of this tract and across said 200.000 acre tract, N. 57° 13' 37" W. 2306.59 feet to a ½" iron pipe set for the west corner of this tract and being in a north line of said 200.000 acre tract;

Thence with the north line of this tract and said 200.000 acre tract, N. 70° 21' 11" E. 511.14 feet to the place of beginning and containing an area of 20.000 acres of land.

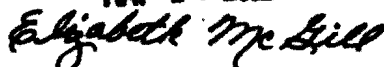
  
James G. "Stormy" Kimrey  
Registered Professional Land Surveyor No. 2319



FILED FOR RECORD  
2002 MAY 15 PM 12:38  
CLERK OF COUNTY CLERK  
COUNTY OF TOM GREEN TEXAS

STATE OF TEXAS }  
COUNTY OF TOM GREEN }  
I hereby certify that this instrument was FILED in File  
Number Sequence on the date and at the time stamped  
hereon by me, and was duly RECORDED in the Official Public  
Records of Real Property of Tom Green County, Texas on

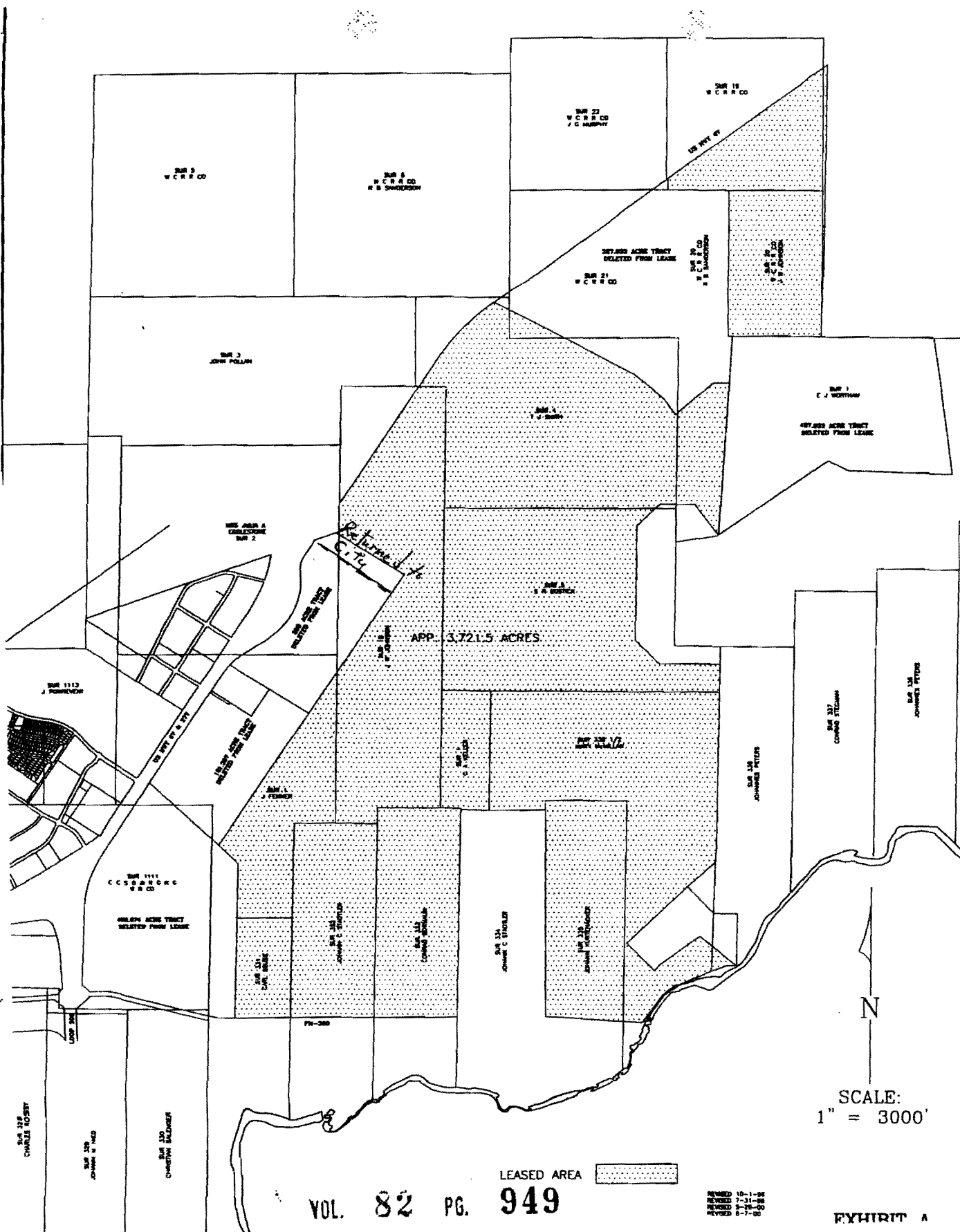
MAY 20 2002

  
ELIZABETH MCGILL COUNTY CLERK  
TOM GREEN COUNTY, TEXAS



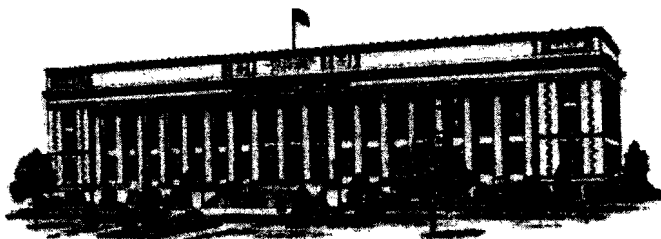
VOL. 913 PAGE 957

VOL. 82 PG. 948



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# TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF  
AUDITOR

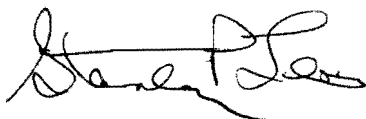
October 20, 2005

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

Gentlemen:

Attached is the Auditor's preliminary report for September 2005 which consists of The Software Group generated report *Statement of Revenues – Budget vs. Actual vs. Last Year* for General Fund and the Road & Bridge Funds and the *Statement of Expenditures – Budget vs Actual* for General Fund and the Road & Bridge Funds. Also included are additional statements to detail the General Ledger information. These include: a statement consolidating monthly receipts and disbursements for each fund; a statement summarizing cash and cash equivalents of each fund; a statement detailing the bonded indebtedness of Tom Green County; a statement featuring projected expenditures and funds available for jail construction; and a statement showing investments held by Tom Green County.

Respectfully submitted,



Stanley P. Liles  
County Auditor

Accepted:



Honorable Michael D. Brown  
County Judge

VOL. 82 PG. 950

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AUDITOR'S MONTHLY REPORT  
TO COMMISSIONERS' COURT  
SEPTEMBER 30, 2005

	Page
Combined Statement of Cash - All Funds	1
Combined Statement of Operating Cash Flows - All Funds	3
Tom Green County Bonded Indebtedness	5
Jail Construction - Projected Expenditures and Funds Availability	6
Investment Holdings	7
Statement of Revenues - General Fund	8
Statement of Revenues - Road & Bridge Precinct 1 & 3	12
Statement of Revenues - Road & Bridge Precinct 2 & 4	13
Statement of Expenditures - General Fund	14
Statement of Expenditures - Road & Bridge Precinct 1 & 3	47
Statement of Expenditures - Road & Bridge Precinct 2 & 4	48

**TOM GREEN COUNTY**  
**COMBINED STATEMENT OF CASH - ALL FUNDS**  
**FOR THE MONTH ENDED SEPTEMBER 2005**

FUND		CASH	SECURITIES BOOK VALUE	MBIA	FUNDS MANAGEMENT	TOTAL
General Fund	001	\$ 435,691.75	\$ 1,478,418.75	\$ 1,717,440.51	\$ 3,864,841.09	\$ 7,496,392.10
Road & Bridge Prcts. 1 & 3	005	27,104.27	-0-	361,675.06	-0-	388,779.33
Road & Bridge Prcts. 2 & 4	006	38,173.32	-0-	371,317.75	-0-	409,491.07
Cafeteria Plan Trust	009	7,211.49	-0-	-0-	-0-	7,211.49
County Law Library	010	1,559.95	-0-	11,376.49	64,152.38	77,088.82
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	-0-	2,500.00
Justice Court Technology Fund	012	1,224.61	-0-	116,074.37	-0-	117,298.98
Library/Hughes	014	472.96	-0-	3,669.31	482,342.36	486,484.63
Library Donations Fund	015	671.49	-0-	15,308.41	-0-	15,979.90
Records Mgt/District Clerk-GC51.3	016	838.63	-0-	4,220.81	-0-	5,059.44
Records Mgt/District Clerk-Co Wide	017	1,120.49	-0-	5,240.04	-0-	6,360.53
Courthouse Security/County Crts	018	3,423.56	-0-	133,537.35	-0-	136,960.91
Records Mgt/County Clerk	019	1,614.02	-0-	80,665.03	-0-	82,279.05
Library Miscellaneous	020	1,139.69	-0-	45,554.43	-0-	46,694.12
CIP Donations	021	4,145.69	-0-	-0-	-0-	4,145.69
Bates	022	261.65	-0-	31.86	81,877.52	82,171.03
General Land Purchase	025	121.62	-0-	10,497.05	-0-	10,618.67
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-	-0-
County Clerk Preservation	030	3,589.19	-0-	58,317.44	-0-	61,906.63
County Clerk Archive	032	2,967.11	-0-	76,962.50	-0-	79,929.61
Wastewater Treatment Fund	038	630.00	-0-	-0-	-0-	630.00
County Attorney Fee	045	7,155.81	-0-	-0-	-0-	7,155.81
Juror Donations	047	-0-	-0-	-0-	-0-	-0-
Election Contract Service	048	17,895.35	-0-	-0-	-0-	17,895.35
Judicial Education/County Judge	049	800.58	-0-	-0-	-0-	800.58
51st District Attorney Fee	050	16,022.26	-0-	-0-	-0-	16,022.26
Lateral Road	051	83.43	-0-	-0-	-0-	83.43
51st DA Special Forfeiture Acct	052	35,902.13	-0-	-0-	-0-	35,902.13
Cert. of Obligation Series 1995	053	46,363.85	-0-	-0-	-0-	46,363.85
119th District Atty Fee Acct	055	9,237.64	-0-	-0-	-0-	9,237.64
State Fees-Civil	056	12,664.82	-0-	50,500.00	-0-	63,164.82
119th DA/DPS Forfeiture Acct	057	87.35	-0-	-0-	-0-	87.35
119th DA Special Forfeiture Acct	058	11,427.21	-0-	-0-	-0-	11,427.21
Park Donations Fund	059	56.52	-0-	-0-	-0-	56.52
TAIP- CSCD	063	43,306.80	-0-	-0-	-0-	43,306.80
Diversion Target Program, CCRC	064	41,113.69	-0-	-0-	-0-	41,113.69
Comm. Supervision & Corrections	065	260,854.44	-0-	-0-	-0-	260,854.44
CRTC	066	212,004.09	-0-	-0-	-0-	212,004.09
Community Corrections Prog.	067	46,018.69	-0-	-0-	-0-	46,018.69
Substance Abuse Caseloads	069	10,754.35	-0-	-0-	-0-	10,754.35
State & Municipal Fees	071	3,924.72	-0-	10,568.19	-0-	14,492.91
Consolidated Court Costs	072	35,410.19	-0-	223,306.09	-0-	258,716.28
Graffiti Eradication Fund	073	485.21	-0-	-0-	-0-	485.21
Veterans' Service	075	3,197.15	-0-	-0-	-0-	3,197.15
Employee Enrichment Fund	076	8,505.26	-0-	-0-	-0-	8,505.26
Judicial Efficiency Fund	082	10,057.98	-0-	-0-	-0-	10,057.98
Judicial Efficiency Fund - County Crts	083	3,954.27	-0-	-0-	-0-	3,954.27
Post Adjud. Juv. Detention Fac.-Prior Year	084	2,555.85	-0-	-0-	-0-	2,555.85
4-H Building Construction	089	187,437.75	-0-	-0-	-0-	187,437.75
EFTPS/Payroll Tax Clearing Fund	094	-0-	-0-	-0-	-0-	-0-
Payroll Fund	095	5,493.70	-0-	-0-	-0-	5,493.70

VOL. 82 PG. 952

Prepared by the Tom Green County Auditor's Office

**TOM GREEN COUNTY**  
**COMBINED STATEMENT OF CASH - ALL FUNDS**  
**FOR THE MONTH ENDED SEPTEMBER 2005**

FUND		CASH	SECURITIES BOOK VALUE	MBIA	FUNDS MANAGEMENT	TOTAL
Court at Law Excess St Spmnt.	096	12,350.66	-0-	-0-	-0-	12,350.66
LEOSE Training Fund-Sheriff	097	1,850.76	-0-	10,156.05	-0-	12,006.81
Child Restraint State Fee Fund	098	7,534.31	-0-	-0-	-0-	7,534.31
Cert. of Obligation 1998 - I & S	099	35,346.67	-0-	-0-	110,896.35	146,243.02
Co Atty - LEOSE Trng Fund	100	750.61	-0-	-0-	-0-	750.61
Constable Prct 1 Leose Trng Fund	102	1,065.00	-0-	-0-	-0-	1,065.00
Constable Prct 2 Leose Trng Fund	103	1,238.04	-0-	-0-	-0-	1,238.04
Constable Prct 3 Leose Trng Fund	104	2,130.34	-0-	-0-	-0-	2,130.34
Constable Prct 4 Leose Trng Fund	105	2,573.86	-0-	-0-	-0-	2,573.86
Court Transaction Fee, JP Courts	106	3,424.72	-0-	57,224.79	-0-	60,649.51
TCOMI	109	15,906.34	-0-	-0-	-0-	15,906.34
Juvenile Deferred Processing Fees	110	14,446.01	-0-	-0-	-0-	14,446.01
Co Judge Excess Contributions	111	461.70	-0-	-0-	-0-	461.70
Pass-Thru Grants	113	149.38	-0-	-0-	-0-	149.38
Child Safety Fee - Trans. Code 502.173	114	14,222.93	-0-	-0-	-0-	14,222.93
RKR Conversion	115	123,148.36	-0-	-0-	-0-	123,148.36
CRTC Female Facility	116	(25,748.69)	-0-	-0-	-0-	(25,748.69)
Loanstar Library Grant	201	557.06	-0-	-0-	-0-	557.06
Trollinger Fund	202	368,964.64	-0-	-0-	-0-	368,964.64
Library Expansion	203	397.18	-0-	-0-	-0-	397.18
Courthouse Landscaping	301	340.24	-0-	-0-	-0-	340.24
Sheriff Forfeiture Fund	401	24,312.05	-0-	-0-	-0-	24,312.05
State Aid/Regional	500	(3,870.07)	-0-	-0-	-0-	(3,870.07)
Salary Adjustment/Regional	501	(360.50)	-0-	-0-	-0-	(360.50)
Community Corrections/Regional-State Fu	502	(2,542.67)	-0-	-0-	-0-	(2,542.67)
Community Corrections/Regional	503	15,596.54	-0-	-0-	-0-	15,596.54
IV-E Program/Regional	504	78,669.94	-0-	-0-	-0-	78,669.94
Progressive Sanctions JPO/Regional	506	(2,441.25)	-0-	-0-	-0-	(2,441.25)
Progressive Sanctions Levels 123/Region	507	146.64	-0-	-0-	-0-	146.64
Special Projects-PY's Interest Funds/Regi	509	5,255.60	-0-	-0-	-0-	5,255.60
AYUDAR Donation	580	6,712.56	-0-	-0-	-0-	6,712.56
Texas Youth Commission	582	94,614.18	-0-	-0-	-0-	94,614.18
IV-E Program	583	789,190.44	-0-	-0-	-0-	789,190.44
Post Adjudication Facility-Bldg Maintenan	584	33,630.17	-0-	-0-	-0-	33,630.17
AYUDAR/Substance Abuse Program	585	7,291.66	-0-	-0-	-0-	7,291.66
State Aid	586	13,270.27	-0-	-0-	-0-	13,270.27
Community Corrections	587	78,564.22	-0-	-0-	-0-	78,564.22
Salary Adjustment	588	18,070.14	-0-	-0-	-0-	18,070.14
Family Preservation	589	(5,558.96)	-0-	-0-	-0-	(5,558.96)
Post Adjudication Facility-State Support	590	60.05	-0-	-0-	-0-	60.05
Progressive Sanctions Levels 123	591	158.18	-0-	-0-	-0-	158.18
Progressive Sanctions JPO	592	(3,152.52)	-0-	-0-	-0-	(3,152.52)
Progressive Sanctions ISJPO	593	(325.39)	-0-	-0-	-0-	(325.39)
Special Projects-PY's Interest Funds	599	15,845.88	-0-	-0-	-0-	15,845.88
Reimb for Mandated Funding	600	-0-	-0-	-0-	-0-	-0-
District Atty Grants	613	(20,341.81)	-0-	-0-	-0-	(20,341.81)
County Atty Grants	625	(8,817.90)	-0-	-0-	-0-	(8,817.90)
Constable Grants	650	(12,533.45)	-0-	-0-	-0-	(12,533.45)
Sheriff's Office Grants	654	(4,609.13)	-0-	-0-	-0-	(4,609.13)
Adult Probation Grants	665	(4,992.56)	-0-	-0-	-0-	(4,992.56)
Misc Block Grants	699	-0-	-0-	-0-	-0-	-0-
<b>TOTAL ALL FUNDS</b>		<b>\$ 3,460,185.01</b>	<b>\$ 1,478,418.75</b>	<b>\$ 3,363,643.53</b>	<b>\$ 4,604,109.70</b>	<b>\$ 12,906,356.99</b>

VOL 82 PG 953  
Prepared by the Tom Green County Auditor's Office  
Page 2 of 49

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**TOM GREEN COUNTY**  
**COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS**  
**FOR THE MONTH ENDED SEPTEMBER 2005**

FUND		CASH, MBIA, & FM 9/1/05	RECEIPTS	DISBURSE- MENTS	SECURITY CASH FLOW	CASH, MBIA, & FM 9/30/05
General Fund	001	\$ 6,535,943.82	\$ 952,871.35	\$ 2,463,281.82	\$ 992,440.00	\$ 6,017,973.35
Road & Bridge Prcts. 1 & 3	005	385,267.06	119,089.01	115,576.74	-0-	388,779.33
Road & Bridge Prcts. 2 & 4	006	527,202.57	37,597.40	155,308.90	-0-	409,491.07
Cafeteria Plan Trust	009	4,346.70	6,329.11	3,464.32	-0-	7,211.49
County Law Library	010	80,390.56	6,230.39	9,532.13	-0-	77,088.82
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	-0-	2,500.00
Justice Court Technology Fund	012	116,914.14	3,634.84	3,250.00	-0-	117,298.98
Library/Hughes	014	483,682.59	2,802.04	-0-	-0-	486,484.63
Library Donations Fund	015	15,937.88	1,594.58	1,552.56	-0-	15,979.90
Records Mgt/District Clerk-GC51.3	016	13,349.47	725.97	9,016.00	-0-	5,059.44
Records Mgt/District Clerk-Co Wide	017	5,189.61	1,170.92	-0-	-0-	6,360.53
Courthouse Security/County Ctrs.	018	134,611.76	5,960.47	3,611.32	-0-	136,960.91
Records Mgt/County Clerk	019	79,397.55	2,986.15	104.65	-0-	82,279.05
Library Miscellaneous	020	49,585.27	3,772.17	6,663.32	-0-	46,694.12
CIP Donations	021	4,147.43	56.36	58.10	-0-	4,145.69
Bates	022	81,697.67	473.36	-0-	-0-	82,171.03
General Land Purchase	025	10,556.50	62.17	-0-	-0-	10,618.67
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-	-0-
County Clerk Preservation	030	67,700.86	10,147.41	15,941.64	-0-	61,906.63
County Clerk Archive	032	71,688.21	8,641.40	400.00	-0-	79,929.61
Wastewater Treatment Fund	038	930.00	180.00	480.00	-0-	630.00
County Attorney Fee	045	7,108.08	6,152.77	6,105.04	-0-	7,155.81
Juror Donations	047	-0-	373.00	373.00	-0-	-0-
Election Contract Service	048	18,937.80	154.86	1,197.31	-0-	17,895.35
Judicial Education/County Judge	049	671.27	134.31	5.00	-0-	800.58
51st District Attorney Fee	050	14,619.70	2,240.88	838.32	-0-	16,022.26
Lateral Road	051	15,429.23	2,166.52	17,512.32	-0-	83.43
51st DA Special Forfeiture Acct	052	35,846.35	209.04	153.26	-0-	35,902.13
Cert. of Obligation Series 1995	053	46,096.96	266.89	-0-	-0-	46,363.85
119th District Atty Fee Acct	055	9,171.22	1,498.62	1,432.20	-0-	9,237.64
State Fees-Civil	056	44,145.48	19,383.54	364.20	-0-	63,164.82
119th DA/DPS Forfeiture Acct	057	86.84	0.51	-0-	-0-	87.35
119th DA Special Forfeiture Acct	058	14,031.96	81.51	2,686.26	-0-	11,427.21
Park Donations Fund	059	56.14	0.38	-0-	-0-	56.52
TAIP, CSCD	063	19,827.02	58,370.40	34,890.62	-0-	43,306.80
Diversion Target Program, CCRC	064	31,575.19	25,797.00	16,258.50	-0-	41,113.69
Comm. Supervision & Corrections	065	175,101.06	420,079.86	334,326.48	-0-	260,854.44
CRTC	066	32,587.14	301,004.71	121,587.76	-0-	212,004.09
Community Corrections Prog.	067	19,121.17	79,834.00	52,936.48	-0-	46,018.69
Substance Abuse Caseloads	069	199.91	17,215.00	6,660.56	-0-	10,754.35
State & Municipal Fees	071	12,389.97	10,084.83	7,981.89	-0-	14,492.91
Consolidated Court Costs	072	184,149.22	75,222.22	655.16	-0-	258,716.28
Graffiti Eradication Fund	073	482.03	3.18	-0-	-0-	485.21
Veterans' Service	075	3,128.07	369.20	300.12	-0-	3,197.15
Employee Enrichment Fund	076	8,230.82	1,049.44	775.00	-0-	8,505.26
Judicial Efficiency Fund	082	10,246.50	67.78	256.30	-0-	10,057.98
Judicial Efficiency Fund - County Courts	083	3,928.35	25.92	-0-	-0-	3,954.27
Post Adj. Juv. Detention Fac.-Prior Year	084	90,773.88	253.21	88,471.24	-0-	2,555.85
4-H Building Construction	089	86,923.72	100,859.55	345.52	-0-	187,437.75
EFTPS/Payroll Tax Clearing Fund	094	-0-	-0-	-0-	-0-	-0-
Payroll Fund	095	2,245.98	5,669.19	2,421.47	-0-	5,493.70

**TOM GREEN COUNTY**  
**COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS**  
**FOR THE MONTH ENDED SEPTEMBER 2005**

FUND		CASH, MBIA, & FM 9/1/05	RECEIPTS	DISBURSE- MENTS	SECURITY CASH FLOW	CASH, MBIA, & FM 9/30/05
Court at Law Excess St Splmnt	096	1,914.34	10,576.32	140.00	-0-	12,350.66
LEOSE Training Fund-Sheriff	097	11,935.31	71.50	-0-	-0-	12,006.81
Child Restraint State Fee Fund	098	6,800.71	733.60	-0-	-0-	7,534.31
Cert. of Obligation 1998 - I & S	099	134,884.78	11,358.24	-0-	-0-	146,243.02
Co Atty - LEOSE Tng Fund	100	994.70	5.91	250.00	-0-	750.61
Constable Prct 1 Leose Tng Fund	102	1,058.01	6.99	-0-	-0-	1,065.00
Constable Prct 2 Leose Tng Fund	103	1,229.92	8.12	-0-	-0-	1,238.04
Constable Prct 3 Leose Tng Fund	104	2,118.15	14.19	-0-	-0-	2,130.34
Constable Prct 4 Leose Tng Fund	105	2,557.00	16.86	-0-	-0-	2,573.86
Court Transaction Fee, JP Courts	106	58,863.31	1,842.72	58.52	-0-	60,649.51
TCOMI	109	6,250.68	23,763.00	14,107.34	-0-	15,906.34
Juvenile Deferred Processing Fees	110	14,199.78	246.23	-0-	-0-	14,446.01
Co Judge Excess Contributions	111	185.42	276.28	-0-	-0-	461.70
Pass-Thru Grants	113	148.40	0.98	-0-	-0-	149.38
Child Safety Fee - Trans. Code 502.173	114	12,729.73	1,493.20	-0-	-0-	14,222.93
RKR Conversion	115	292,226.21	-0-	169,077.85	-0-	123,148.36
CRTC Female Facility	116	-0-	-0-	25,748.69	-0-	(25,748.69)
Loanstar Library Grant	201	5,477.22	31.84	4,952.00	-0-	557.06
Trollinger Fund	202	364,239.52	4,946.30	221.18	-0-	368,964.64
Library Expansion	203	1,056.88	7.91	667.61	-0-	397.18
Courthouse Landscaping	301	338.01	2.23	-0-	-0-	340.24
Sheriff Forfeiture Fund	401	24,171.03	141.02	-0-	-0-	24,312.05
State Aid/Regional	500	1,946.92	163.61	5,980.60	-0-	(3,870.07)
Salary Adjustment/Regional	501	106.21	-0-	466.71	-0-	(360.50)
Community Corrections/Regional-State Funds	502	(280.86)	599.34	2,861.15	-0-	(2,542.67)
Community Corrections/Regional	503	17,239.83	1,446.62	3,089.91	-0-	15,596.54
IV-E Program/Regional	504	78,513.61	226.33	70.00	-0-	78,669.94
Progressive Sanctions JPO/Regional	506	177.82	-0-	2,619.07	-0-	(2,441.25)
Progressive Sanctions Levels 123/Regional	507	146.22	0.42	-0-	-0-	146.64
Special Projects-PY's Interest Funds/Regional	509	5,774.49	16.60	535.49	-0-	5,255.60
AYUDAR Donation	580	6,693.26	19.30	-0-	-0-	6,712.56
Texas Youth Commission	582	97,264.19	277.51	2,927.52	-0-	94,614.18
IV-E Program	583	789,515.73	4,542.82	4,868.11	-0-	789,190.44
Post Adjudication Facility-Bldg Maintenance	584	33,533.49	96.68	-0-	-0-	33,630.17
AYUDAR/Substance Abuse Program	585	12,236.64	29.04	4,974.02	-0-	7,291.66
State Aid	586	(468.53)	34,354.90	20,616.10	-0-	13,270.27
Community Corrections	587	62,961.61	70,630.61	55,028.00	-0-	78,564.22
Salary Adjustment	588	9,550.05	31,377.74	22,857.65	-0-	18,070.14
Family Preservation	589	2,309.82	-0-	7,868.78	-0-	(5,558.96)
Post Adjudication Facility-State Support	590	59.88	0.17	-0-	-0-	60.05
Progressive Sanctions Levels 123	591	(2,665.00)	11,010.52	8,187.34	-0-	158.18
Progressive Sanctions JPO	592	(21,741.75)	61,366.48	42,777.25	-0-	(3,152.52)
Progressive Sanctions ISJPO	593	(3,189.65)	9,807.84	6,943.58	-0-	(325.39)
Special Projects-PY's Interest Funds	599	15,800.33	45.55	-0-	-0-	15,845.88
Reimb for Mandated Funding	600	-0-	-0-	-0-	-0-	-0-
District Atty Grants	613	-0-	-0-	20,341.81	-0-	(20,341.81)
County Atty Grants	625	-0-	-0-	8,817.90	-0-	(8,817.90)
Constable Grants	650	-0-	-0-	12,533.45	-0-	(12,533.45)
Sheriff's Office Grants	654	-0-	-0-	4,609.13	-0-	(4,609.13)
Adult Probation Grants	665	-0-	-0-	4,992.56	-0-	(4,992.56)
Misc Block Grants	699	-0-	-0-	-0-	-0-	-0-
<b>TOTAL ALL FUNDS</b>		<b>\$ 11,807,012.13</b>	<b>\$ 2,574,448.94</b>	<b>\$ 3,945,962.83</b>	<b>\$ 992,440.00</b>	<b>\$ 11,427,938.24</b>



**TOM GREEN COUNTY  
INDEBTEDNESS  
AS OF SEPTEMBER 30, 2005**

<b>MONTHLY ACTIVITY</b>
-------------------------

Indebtedness balance as of September 1, 2005	\$ 15,220,500.00
Proceeds from Contractual Obligations	
Proceeds from Bond Refunding Debt Issue	
Bonded Indebtedness Principal Paydown	
Pre FY94 Sales Tax Revenue Repayment	(3,300.00)
Indebtedness balance as of September 30, 2005	\$ 15,217,200.00

FUND	ORIGINAL INDEBTEDNESS	PRIOR PRINCIPAL PAYMENTS	FY05 PRINCIPAL PAYMENTS	INDEBTEDNESS AS OF 9/30/05
099; 98 General Obligation Refunding	\$ 18,885,000.00	\$ 2,710,000.00	\$ 1,565,000.00	\$ 14,610,000.00
Pre FY94 Sales Tax Revenue Overpayment	950,351.03	303,551.03	39,600.00	607,200.00
GRAND TOTAL	<u>\$19,835,351.03</u>	<u>\$3,013,551.03</u>	<u>\$1,604,600.00</u>	<u>\$15,217,200.00</u>

VOL. 82 PG. 956

**TOM GREEN COUNTY**  
**JAIL CONSTRUCTION PROJECTED EXPENDITURES AND FUNDS AVAILABILITY**  
September 30, 2005

	BUDGETED EXPENDITURES						CASH
	DETENTION & JUSTICE CENTER	SHAYER BUILDING	SO: WALL REPAIR	JAIL MECHANISM	RE-ROOF BARRACKS	STD TIMES PARKING LOT	
9/1/05 BALANCE							\$ 46,096.96
Interest							266.89
Bank service charges							-0-
BUDGETED EXP:	-0-	13,600.00	8,510.00	64,184.00	24,978.00	43,000.00	
Expenditures to date:	(265,957.21)	(14,176.23)	(11,160.00)	(61,684.00)	(25,361.50)	-0-	
Sep-05 Expenditures	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Sep-05 Budget Balance	\$ (265,957.21)	\$ (576.23)	\$ (2,650.00)	\$ 2,500.00	\$ (383.50)	\$ 43,000.00	
9/30/05 FUND BALANCE							<u>\$ 46,363.85</u>
LESS: Budgeted Expenditures						Standard Times Parking Lot:	43,000.00
9/30/05 FUNDS AVAILABLE							<u>\$ 3,363.85</u>

\* <NOTE> Fund 053 is the only fund containing Construction Funds. All the available funds are on deposit at Wells Fargo Bank, page 1; *Combined Statement of Cash - All Funds*; Fund 053.

VOL. 82 PG. 957

**TOM GREEN COUNTY  
INVESTMENT HOLDINGS  
as of SEPTEMBER 30, 2005**

MONTHLY ACTIVITY	
Book Value balance as of September 1, 2005	\$ 2,470,858.75
Investments Purchased (T-bills and short-term notes)	-0-
Investments Matured, Redeemed or Called (T-bills and short-term notes)	(992,440.00)
Book Value balance as of September 30, 2005	<u>\$ 1,478,418.75</u>

<b>ALL SECURITIES HELD BY GENERAL FUND; FUND 001</b>
--

SECURITY TYPE & YIELD	BOOK VALUE 07/11/05	MARKET VALUE 09/30/05	GAIN (LOSS) MARKET VALUE -> BOOK VALUE	CHANGE IN MARKET VALUE SEP -> AUG	INTEREST RECEIVED as of 9/30	INTEREST EARNED TO DATE
313385MJ2 fhlb; 3.433%	\$ 992,440.00	Matured	Matured	Matured	\$ 7,560.00	\$ 7,560.00
313397RB9 fre disc; 3.586%	491,785.69	495,208.50	3,422.81	1,308.50	-0-	-0-
313589UY7 fnma; 3.706%	486,923.06	489,910.00	2,986.94	490.00	-0-	-0-
3133XCCG6 fhlb; 3.810%	499,710.00	498,250.00	(1,460.00)	(800.00)	( 572.92)	( 572.92)
<b>TOTAL</b>	<u><b>\$ 2,470,858.75</b></u>	<u><b>\$ 1,483,368.50</b></u>	<u><b>\$ 4,949.75</b></u>	<u><b>\$ 998.50</b></u>	<u><b>\$ 6,987.08</b></u>	<u><b>\$ 6,987.08</b></u>

VOL. 82 PG. 958

## 001 - GENERAL FUND - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD	Rev Receivable	%Rm
310-3101 CURRENT TAX LEVY	12,700,319	12,700,319	46,360.49	12,666,850.09	11,951,152.35	33,468.91	0
310-3102 DELINQUENT TAXES	185,000	185,000	30,753.59	272,306.99	232,972.49	-87,306.99	-47
310-3191 PENALTY AND INTEREST	135,000	135,000	23,917.78	196,335.96	169,559.30	-61,335.96	-45
TOTAL GENERAL PROPERTY TAXES	13,020,319	13,020,319	101,031.86	13,135,493.04	12,353,684.14	-115,174.04	-1

## 001 - GENERAL FUND - BUSINESS LICENSE AND PERMITS

320-3201 ALCOHOLIC BEVERAGES	28,000	28,000	1,297.00	26,396.50	32,468.75	1,603.50	6
320-3202 SUBDIVISION PLAT FILINGS	0	0	0.00	0.00	0.00	0.00	*****
320-3204 SOBP	2,000	2,000	1,000.00	2,000.00	1,000.00	0.00	0
TOTAL BUSINESS LICENSE AND PERMITS	30,000	30,000	2,297.00	28,396.50	33,468.75	1,603.50	5

## 001 - GENERAL FUND - STATE SHARED REVENUE

330-3304 CONTRIBUTION REVENUE	0	0	0.00	0.00	98,134.88	0.00	*****
330-3312 CRB FUND	0	0	0.00	0.00	0.00	0.00	*****
330-3321 GENERAL SALES AND USE TAX	4,900,000	4,900,000	830,106.26	4,678,992.39	4,891,824.10	221,007.61	5
330-3322 NAT'L SCHOOL BREAKFAST/LUNCH PR	0	0	0.00	31,381.70	0.00	-31,381.70	*****
330-3323 PROJECT KICK	0	0	0.00	0.00	113,274.03	0.00	*****
330-3324 RKR POST ADJUDICATION FACILITY	0	0	2,507.50	90,248.75	177,437.50	-90,248.75	*****
330-3325 TITLE IV COMMUNITY SERVICE GRAN	0	0	26,033.97	59,272.16	47,809.36	-59,272.16	*****
330-3326 HHSC/COMPUTER ACCOMMODATIONS FO	36,667	36,667	0.00	334,585.30	327,963.11	-297,918.30	-812
330-3327 STATE SUPPLEMENT/COUNTY ATTY	33,900	33,900	33,900.00	67,800.00	33,900.00	-33,900.00	-100
330-3328 MENTAL HEALTH UNIT	150,000	150,000	0.00	55,000.00	110,609.98	95,000.00	63
330-3329 CIU GRANT/OAG	77,056	77,056	3,928.00	39,451.00	60,692.00	37,605.00	49
330-3330 SAFE & SOBER STEP PROGRAM	40,000	40,000	0.00	20,023.16	23,678.41	19,976.84	50
330-3331 CERT GRANT	0	0	0.00	0.00	1,040.00	0.00	*****
330-3333 FAMILY VIOLENCE INVESTIGATOR	0	0	0.00	0.00	29,033.29	0.00	*****
330-3335 MENTAL OFFENDER GRANT - JUVENIL	0	0	0.00	0.00	0.00	0.00	*****
330-3336 HOMELAND SECURITY GRANT	0	0	0.00	0.00	18,808.64	0.00	*****
330-3337 CCL SUPPLEMENT	70,000	70,000	0.00	70,000.00	66,031.00	0.00	0
330-3339 TEXAS NARCOTICS CONTROL PROGRAM	69,601	69,601	0.00	68,037.98	67,516.36	1,563.02	2
330-3341 DOMESTIC VIOLENCE PROSECUTION U	80,000	80,000	0.00	52,086.94	69,948.80	27,913.06	35
330-3343 BLOCK GRANT REVENUE	0	0	0.00	15,968.17	147,719.00	-15,968.17	*****
330-3345 DWI/DRUG COURT GRANT	0	0	0.00	35,457.43	0.00	-35,457.43	*****
330-3346 BINGO TAX	40,000	40,000	0.00	28,943.06	31,844.16	11,056.94	28
330-3349 CSCD FISCAL OFFICER SUPPLEMENT	7,539	7,539	0.00	6,142.00	7,665.00	1,397.00	19
330-3353 MIXED BEVERAGE TAX	200,000	200,000	0.00	144,385.83	225,238.37	55,614.17	28
330-3356 HUD/PAYMENT IN LIEU OF TAXES	35,000	35,000	0.00	38,050.00	37,230.00	-3,050.00	-9
330-3357 COUNTY JUDGE STATE SUPPLEMENT	10,000	10,000	2,055.68	12,055.68	9,439.03	-2,055.68	-21
330-3358 TIME PAYMENT	0	0	0.00	0.00	4,751.71	0.00	*****
330-3359 INDIGENT LEGAL SERVICES	0	0	0.00	0.00	186.79	0.00	*****
330-3360 ADA STATE SUPPLEMENT	7,760	7,760	0.00	8,780.00	2,680.00	-1,020.00	-13
330-3364 CONSOLIDATED COURT COSTS	125,000	125,000	271.90	89,746.32	132,316.02	35,253.68	28
330-3366 TOBACCO SETTLEMENT	16,000	16,000	0.00	0.00	35,216.56	16,000.00	100
330-3369 AG CHILD SUPPORT REIMBURSEMENT	3,500	3,500	362.02	4,103.70	5,865.57	-603.70	-17
330-3370 STATE ALIEN ASSISTANCE PROGRAM	10,000	10,000	0.00	0.00	18,096.00	10,000.00	100

Tom Green Auditor

## BUDGETARY ACCOUNTING SYSTEM

07:38:36 20 OCT 2005

Statement of Revenues - Budget vs Actual vs Last Year

## 001 - GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 2

## 001 - GENERAL FUND - STATE SHARED REVENUE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Rev Receivable	%Rm
330-3372 FVPU GRANT	54,500	54,500	0.00	32,733.82	48,967.39	21,766.18	40
330-3373 FVU GRANT	39,200	39,200	0.00	24,469.66	35,232.23	14,730.34	38
330-3374 FVVA GRANT	46,600	46,600	0.00	17,478.63	44,825.47	29,121.37	62
330-3375 PASS THRU GRANT REVENUE	0	0	0.00	0.00	75,920.00	0.00	*****
330-3376 VICTIM WITNESS ASSISTANCE PROGR	39,400	39,400	0.00	32,080.00	39,408.00	7,320.00	19
330-3380 AG COURT COST REIMBURSEMENT	133,000	133,000	11,187.00	105,216.54	145,441.56	27,783.46	21
330-3381 SENATE BILL 7 REVENUE	45,000	45,000	0.00	42,473.25	53,065.00	2,526.75	6
330-3382 TOBACCO GRANT	0	0	0.00	5,000.00	0.00	-5,000.00	*****
330-3385 COMMUNITY NETWORKING 2/TIFB	0	0	0.00	0.00	0.00	0.00	*****
330-3386 JUROR REIMB/STATE	0	0	0.00	0.00	0.00	0.00	*****
330-3387 LEPC/HMEP PLANNING	0	0	0.00	0.00	5,276.00	0.00	*****
330-3388 CIU GRANT/CJD	0	0	0.00	20,162.23	10,394.78	-20,162.23	*****
330-3980 REIMBURSEMENTS	0	0	0.00	0.00	0.00	0.00	*****
<b>TOTAL STATE SHARED REVENUE</b>	<b>6,269,723</b>	<b>6,269,723</b>	<b>910,352.33</b>	<b>6,230,125.70</b>	<b>7,254,480.10</b>	<b>39,597.30</b>	<b>1</b>

## 001 - GENERAL FUND - FEES OF OFFICE

340-3400 TREASURER	1,500	1,500	97.00	1,664.58	1,493.08	-164.58	-11
340-3401 COUNTY JUDGE/PROBATE	2,500	2,500	249.00	2,957.03	2,499.00	-457.03	-18
340-3402 COUNTY JUDGE	50	50	0.70	12.19	57.39	37.81	76
340-3403 COUNTY SHERIFF	110,000	110,000	9,745.70	104,124.15	112,844.39	5,875.85	5
340-3404 COUNTY ATTORNEY	34,000	34,000	2,861.85	28,710.00	33,564.04	5,290.00	16
340-3405 COUNTY CLERK	470,000	470,000	44,198.85	482,101.62	488,477.25	-12,101.62	-3
340-3406 TAX ASSESSOR/COLLECTOR FEES	375,000	375,000	36,935.10	398,165.10	378,689.20	-23,165.10	-6
340-3407 DISTRICT CLERK	138,000	138,000	12,403.19	138,223.53	135,046.10	-223.53	-0
340-3408 JUSTICE OF THE PEACE	12,000	12,000	1,095.00	15,000.68	12,397.00	-3,000.68	-25
340-3409 CONSTABLE	95,000	95,000	7,536.20	100,989.49	105,753.68	-5,989.49	-6
340-3411 TAX CERT/MOBILE HOME FEES	10,000	10,000	2,514.00	12,162.00	10,810.00	-2,162.00	-22
340-3415 RKR POST ADJUDICATION FACILITY	1,090,177	1,090,177	11,607.93	286,007.93	604,318.00	804,169.07	74
340-3420 CO CLK TSR/SR FEES	0	0	0.00	0.00	5.00	0.00	*****
340-3421 JURY FEES	3,500	3,500	199.00	2,716.03	3,159.97	783.97	22
340-3422 ELECTION REVENUE	1,800	1,800	290.10	1,132.67	1,936.70	667.33	37
340-3424 CRT BLDG INSURANCE	3,000	3,000	0.00	6,804.60	6,804.60	-3,804.60	-127
340-3425 CRT REPORTER FEES/CNTY CLERK	13,500	13,500	1,155.00	14,140.00	13,070.00	-640.00	-5
340-3426 CRT REPORTER FEES/DIST CLERK	15,000	15,000	1,575.00	15,392.29	16,080.00	-392.29	-3
340-3427 CITY PRISONER REIMBURSEMENT	85,000	85,000	5,864.00	79,389.00	117,841.00	5,611.00	7
340-3429 BOND FEES	0	0	0.00	0.00	0.00	0.00	*****
340-3430 COPIER REVENUE/LIBRARY	17,000	17,000	1,314.65	15,677.87	16,445.78	1,322.13	8
340-3434 IMMIGRATION REIMB/SHERIFF	4,000	4,000	1,848.00	5,086.76	4,578.00	-1,086.76	-27
340-3436 SHERIFF'S ARREST FEES	75,000	75,000	999.27	13,472.88	13,626.38	61,527.12	82
340-3437 ARREST WARRANTS	60,000	60,000	3,714.75	36,467.40	47,559.83	23,532.60	39
340-3438 PARKS	8,500	8,500	120.00	7,466.00	7,155.00	1,034.00	12
340-3440 ATTORNEY FEES	20,000	20,000	3,272.80	27,159.09	16,862.64	-7,159.09	-36
340-3442 CIVIL	0	0	0.00	0.00	0.00	0.00	*****
340-3443 ENVIRONMENTAL CONTROL INSPECTIO	35,000	35,000	11,430.00	46,195.00	39,630.00	-11,195.00	-32
340-3445 DUMPGROUND	0	0	0.00	0.00	8,857.00	0.00	*****
340-3446 JUVENILE DETENTION CENTER	30,000	30,000	0.00	7,200.00	21,750.00	22,800.00	76
340-3448 JP COURT COSTS	27,000	27,000	1,809.40	23,942.75	29,555.74	3,057.25	11
340-3449 DWI VIDEO	6,500	6,500	335.06	3,628.07	4,438.91	2,871.93	44

VOL. 82 PG. 960

Prepared by the Tom Green County Auditor's Office

Page 9 of 49

Tom Green Auditor

## BUDGETARY ACCOUNTING SYSTEM

07:38:36 20 OCT 2005

Statement of Revenues - Budget vs Actual vs Last Year

001 - GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 3

## 001 - GENERAL FUND - FEES OF OFFICE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year	YTD Rev	Receivable	%Rm
340-3450 DEF ADJUCATION FEES	70,000	70,000	6,766.00	85,768.96	93,064.12	-15,768.96	-23	
340-3451 JAIL PHONE CONTRACT	197,738	197,738	17,709.44	195,876.18	207,184.40	1,861.82	1	
340-3466 JAIL PHONE/SHERIFF'S OFFICE %	0	0	0.00	0.00	0.00	0.00	*****	
340-3467 FEDERAL PRISONER HOUSING CONTRA	550,000	550,000	43,260.00	602,616.00	848,358.00	-52,616.00	-10	
<b>TOTAL FEES OF OFFICE</b>	<b>3,560,765</b>	<b>3,560,765</b>	<b>230,906.99</b>	<b>2,760,249.85</b>	<b>3,403,912.20</b>	<b>800,515.15</b>	<b>22</b>	

## 001 - GENERAL FUND - FINES AND FORFEITURES

360-3601 FINES/DISTRICT COURTS	150,000	150,000	15,744.07	198,990.58	187,610.83	-48,990.58	-33	
360-3602 CNTY FINE/JP COURTS	500,000	500,000	38,041.74	464,808.51	525,914.63	35,191.49	7	
360-3603 CRT/AT/LAW	375,000	375,000	24,508.25	228,766.05	126,020.82	146,233.95	39	
360-3604 CRT/AT/LAW 2	0	0	0.00	0.00	156,574.57	0.00	*****	
360-3605 BOND FORFEITURES	25,000	25,000	4,998.00	37,555.18	56,529.00	-12,555.18	-50	
<b>TOTAL FINES AND FORFEITURES</b>	<b>1,050,000</b>	<b>1,050,000</b>	<b>83,292.06</b>	<b>930,120.32</b>	<b>1,052,649.85</b>	<b>119,879.68</b>	<b>11</b>	

## 001 - GENERAL FUND - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	78,000	78,000	5,026.91	66,396.49	109,631.68	11,603.51	15	
370-3703 INTEREST ON REPURCHASE	0	0	0.00	0.00	0.00	0.00	*****	
370-3704 INTEREST ON SECURITIES	0	0	7,560.00	6,987.08	26,767.24	-6,987.08	*****	
370-3705 MBIA INTEREST	22,000	22,000	12,651.64	117,430.84	48,424.28	-95,430.84	-434	
370-3706 FUNDS MANAGEMENT INTEREST	20,000	20,000	24,441.18	117,889.71	37,482.67	-97,889.71	-489	
370-3709 CREDIT CARD SERVICE FEES	2,500	2,500	0.00	1,967.65	4,195.97	532.35	21	
370-3713 SETTLEMENT PROCEEDS	0	0	0.00	0.00	0.00	0.00	*****	
<b>TOTAL INTEREST EARNINGS</b>	<b>122,500</b>	<b>122,500</b>	<b>49,679.73</b>	<b>310,671.77</b>	<b>226,501.84</b>	<b>-188,171.77</b>	<b>-154</b>	

## 001 - GENERAL FUND - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	5,000	5,000	-5,812.50	43,027.64	24,558.13	-38,027.64	-761	
<b>TOTAL SALES COMPENSATION/LOSS OF FIXED A</b>	<b>5,000</b>	<b>5,000</b>	<b>-5,812.50</b>	<b>43,027.64</b>	<b>24,558.13</b>	<b>-38,027.64</b>	<b>-761</b>	

## 001 - GENERAL FUND - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	1.78	15.50	-1.78	*****	
390-3903 MISCELLANEOUS REVENUE	500	500	28.79	3,911.35	2,634.40	-3,411.35	-682	
390-3904 TJPC PROBATION FEES	7,500	7,500	190.00	2,862.50	8,556.00	4,637.50	62	
390-3907 DEFENSIVE DRIVING FEES	15,000	15,000	1,072.00	13,424.00	17,508.75	1,576.00	11	
390-3909	0	0	0.00	0.00	0.00	0.00	*****	
390-3912 FLOOD AREA SCHOOL/ROAD TR ACCT	0	0	0.00	2,313.72	2,504.78	-2,313.72	*****	
390-3913 LAWSUIT PROCEEDS	0	0	0.00	0.00	0.00	0.00	*****	
390-3914 CIVIL SETTLEMENT PROCEEDS	2,220	2,220	185.00	2,220.00	2,220.00	0.00	0	
390-3916 FINGERPRINTING FEES	2,000	2,000	150.00	2,238.00	2,516.00	-238.00	-12	
390-3917 REGULAR INMATE TRANSPORT	0	0	200.00	1,700.00	900.00	-1,700.00	*****	

VOL. 82 PG. 961

Prepared by the Tom Green County Auditor's Office

Page 10 of 49

Tom Green Auditor

## BUDGETARY ACCOUNTING SYSTEM

07:38:36 20 OCT 2005

Statement of Revenues - Budget vs Actual vs Last Year

001 - GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 4

## 001 - GENERAL FUND - OTHER REVENUE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD	Rev Receivable	XRm
390-3918 PRISONER DAMAGE REIMBURSEMENT	0	0	0.00	0.00	50.00	0.00	*****
390-3919 IHC REIMB/LOCAL	120,000	120,000	931.87	153,970.18	157,327.39	-33,970.18	-28
390-3920 PRISONER MEDICAL REIMBURSEMENT	0	0	0.00	63.50	0.00	-63.50	*****
390-3922 PAYMENTS BY PROGRAM PARTICIPANT	0	0	0.00	5,141.00	0.00	-5,141.00	*****
390-3925 RESTITUTION REVENUE	0	0	0.00	41.02	226.97	-41.02	*****
390-3927 IHC STATE REIMBURSEMENT	45,000	45,000	0.00	0.00	0.00	45,000.00	100
390-3930 CRIME VICTIMS COMPENSATION	0	0	0.00	4,537.26	0.00	-4,537.26	*****
390-3947 SAHF HEALTHWISE GRANT	0	0	0.00	0.00	0.00	0.00	*****
390-3960 CHILD SAFETY	175	175	0.00	66.80	139.20	108.20	62
390-3961 SUBSTANCE ABUSE FISCAL SERVICE	384	384	0.00	342.00	384.00	42.00	11
390-3962 CCP FISCAL SERVICE FEE	1,677	1,677	0.00	1,562.00	1,875.00	115.00	7
390-3963 CRTG FISCAL SERVICE FEE	9,954	9,954	0.00	12,232.00	9,954.00	-2,278.00	-23
390-3964 TAIP FISCAL SERVICE FEE	0	0	0.00	0.00	0.00	0.00	*****
390-3965 REFUNDS	0	0	237.75	237.75	21,482.22	-237.75	*****
390-3967 DRUG COURT FISCAL SERVICE FEE	503	503	0.00	448.00	753.00	55.00	11
390-3970 SNOF FISCAL SERVICE FEE (SPECIA	535	535	0.00	493.00	577.00	42.00	8
390-3973 SALE OF LAND	0	0	0.00	5,466.00	3,750.86	-5,466.00	*****
390-3975 COURTHOUSE SECURITY BAILIFF REI	75,000	75,000	0.00	0.00	79,000.00	75,000.00	100
390-3978 PROPERTY LEASES	1,000	1,000	0.00	527.00	525.00	473.00	47
390-3980 TRANSFER IN/OUT	0	0	0.00	0.00	0.00	0.00	*****
390-3984 REIMBURSEMENT RECORDS ARCHIVE	0	0	0.00	0.00	0.00	0.00	*****
390-3985 REIMBURSEMENT JAIL COMMISSARY	48,100	48,100	0.00	32,146.99	40,347.98	15,953.01	33
390-3986 REIMBURSEMENT R & B SHOP EMPLOY	180,784	180,784	0.00	153,989.71	160,906.29	26,794.29	15
390-3987 REIMB RECORDS MGMT/CO CLK	70,000	70,000	0.00	5,455.00	5,355.00	64,545.00	97
390-3988 JAIL REIMBURSEMENT - ARAMARK	80,000	80,000	23,978.97	74,051.42	40,875.95	5,948.58	7
390-3989 REIMBURSEMENT RECORDS MGMT	5,455	5,455	0.00	0.00	0.00	5,455.00	100
TOTAL OTHER REVENUE	665,787	665,787	26,974.38	479,441.98	560,385.29	186,345.02	28
TOTAL GENERAL FUND	24,724,094	24,724,094	1,398,721.85	23,917,526.80	24,909,640.30	806,567.20	3

VOL. 82 PG. 962

Prepared by the Tom Green County Auditor's Office

Page 11 of 49

Tom Green Auditor

## BUDGETARY ACCOUNTING SYSTEM

07:38:46 20 OCT 2005

Statement of Revenues - Budget vs Actual vs Last Year

005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 1

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	12.67	27.74	76.79	72.26	72
310-3191 PENALTY & INTEREST	100	100	26.66	58.51	157.70	41.49	41
TOTAL GENERAL PROPERTY TAXES	200	200	39.33	86.25	234.49	113.75	57

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - STATE SHARED REVENUE

330-3312 CRB FUND DISTRIBUTION	520,000	520,000	0.00	499,730.01	517,904.75	20,269.99	4
TOTAL STATE SHARED REVENUE	520,000	520,000	0.00	499,730.01	517,904.75	20,269.99	4

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - FEES OF OFFICE

340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	43,553.00	463,854.00	444,575.78	-13,854.00	-3
TOTAL FEES OF OFFICE	450,000	450,000	43,553.00	463,854.00	444,575.78	-13,854.00	-3

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	2,900	2,900	208.87	2,339.98	6,071.27	560.02	19
370-3703 INTEREST ON REPURCHASE	0	0	0.00	0.00	0.00	0.00	*****
370-3705 MBIA INTEREST	3,100	3,100	2,389.54	11,519.31	3,686.09	-8,419.31	-272
TOTAL INTEREST EARNINGS	6,000	6,000	2,598.41	13,859.29	9,757.36	-7,859.29	-131

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	0	0	5,812.50	19,111.50	695.18	-19,111.50	*****
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	371.00	1,412.00	1,046.50	8,588.00	86
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	6,183.50	20,523.50	1,741.68	-10,523.50	-105

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.12	0.00	*****
390-3903 MISCELLANEOUS REVENUE	0	0	0.00	0.00	0.00	0.00	*****
390-3911 DONATIONS	0	19,820	0.00	19,820.00	0.00	0.00	0
TOTAL OTHER REVENUE	0	19,820	0.00	19,820.00	0.12	0.00	0
TOTAL ROAD & BRIDGE PRECINCT 1 & 3	986,200	1,006,020	52,374.24	1,017,873.05	974,214.18	-11,853.05	-1

VOL. 82 PG. 963

Prepared by the Tom Green County Auditor's Office  
Page 12 of 49



Tom Green Auditor

## BUDGETARY ACCOUNTING SYSTEM

07:38:46 20 OCT 2005

## Statement of Revenues - Budget vs Actual vs Last Year

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 2

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	Last Year	YTD Rev	Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	12.69	27.78	76.79	72.22	72	
310-3191 PENALTY & INTEREST	100	100	26.68	58.56	157.73	41.44	41	
TOTAL GENERAL PROPERTY TAXES	200	200	39.37	86.34	234.52	113.66	57	

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - STATE SHARED REVENUE

330-3312 CRB FUND DISTRIBUTION	520,000	520,000	0.00	499,729.99	517,904.75	20,270.01	4	
TOTAL STATE SHARED REVENUE	520,000	520,000	0.00	499,729.99	517,904.75	20,270.01	4	

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - FEES OF OFFICE

340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	43,553.00	463,854.00	444,575.77	-13,854.00	-3	
TOTAL FEES OF OFFICE	450,000	450,000	43,553.00	463,854.00	444,575.77	-13,854.00	-3	

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - INTEREST EARNINGS

370-3701 INTEREST REVENUE	4,000	4,000	57.42	2,007.50	2,455.45	1,992.50	50	
370-3705 MBIA INTEREST	6,000	6,000	3,081.81	12,898.76	4,975.93	-6,898.76	-115	
TOTAL INTEREST EARNINGS	10,000	10,000	3,139.23	14,906.26	7,431.38	-4,906.26	-49	

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - SALES COMPENSATION/LOSS OF FIXED ASSETS

380-3801 SALVAGE SALES	0	0	0.00	15,345.00	2,127.37	-15,345.00	*****	
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	184.00	1,414.00	1,315.50	8,586.00	86	
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	184.00	16,759.00	3,442.87	-6,759.00	-68	

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.00	0.00	*****	
390-3903 MISCELLANEOUS REVENUE	0	0	0.00	0.00	0.00	0.00	*****	
390-3911 DONATIONS	0	0	0.00	0.00	0.00	0.00	*****	
TOTAL OTHER REVENUE	0	0	0.00	0.00	0.00	0.00	*****	
TOTAL ROAD & BRIDGE PRECINCT 2 & 4	990,200	990,200	46,915.60	995,335.59	973,589.29	-5,135.59	-1	
TOTAL FOR REPORTED FUNDS	1,976,400	1,996,220	99,289.84	2,013,208.64	1,947,803.47	-16,988.64	-1	

VOL. 82 PG. 964

Prepared by the Tom Green County Auditor's Office  
Page 13 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:07 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 1

## 001 - GENERAL FUND - COMMISSIONERS COURT

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
001-0103 SALARY/ASSISTANTS	44,029	44,029	3,669.06	44,015.74	42,954.96	44,015.74	13.26	0
001-0105 SALARY/EMPLOYEES	15,604	15,604	1,300.30	15,426.18	0.00	15,426.18	177.82	1
001-0201 FICA/MEDICARE	4,646	4,646	380.72	4,548.02	3,262.56	4,548.02	97.98	2
001-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	9,415.34	4,017.49	9,415.34	384.66	4
001-0203 RETIREMENT	4,409	4,409	362.88	4,394.64	3,288.12	4,394.64	14.36	0
001-0301 OFFICE SUPPLIES	850	850	45.80	901.95	868.93	901.95	-51.95	-6
001-0388 CELLULAR PHONE/PAGER	250	250	87.54	292.65	455.95	292.65	-42.65	-17
001-0405 DUES & SUBSCRIPTIONS	150	150	0.00	44.95	224.57	44.95	105.05	70
001-0427 AUTO ALLOWANCE	1,100	1,100	91.66	1,099.92	930.00	1,099.92	0.08	0
001-0428 TRAVEL & TRAINING	1,800	1,800	0.00	1,517.48	1,360.49	1,517.48	282.52	16
001-0475 EQUIPMENT	1,700	1,700	0.00	1,697.12	0.00	1,697.12	2.88	0
<b>TOTAL COMMISSIONERS COURT</b>	<b>84,338</b>	<b>84,338</b>	<b>6,691.48</b>	<b>83,353.99</b>	<b>57,363.07</b>	<b>83,353.99</b>	<b>984.01</b>	<b>1</b>

## 001 - GENERAL FUND - PURCHASING

002-0105 SALARY/EMPLOYEES	33,882	33,882	2,854.46	34,253.52	31,738.32	34,253.52	-371.52	-1
002-0109 SALARY/SUPERVISOR	29,644	29,644	2,470.34	29,644.08	26,879.28	29,644.08	-0.08	-0
002-0139 CONTRACT LABOR	0	0	0.00	0.00	0.00	0.00	0.00	***
002-0201 FICA/MEDICARE	4,860	4,860	407.34	4,888.08	4,487.58	4,888.08	-28.08	-1
002-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	14,123.01	12,052.47	14,123.01	576.99	4
002-0203 RETIREMENT	4,612	4,612	381.80	4,637.46	4,392.00	4,637.46	-25.46	-1
002-0301 OFFICE SUPPLIES	400	400	1.83	430.48	434.67	430.48	-30.48	-8
002-0335 AUTO REPAIR, FUEL, E	1,100	1,100	206.49	1,307.88	885.72	1,307.88	-207.88	-19
002-0388 CELLULAR PHONE/PAGER	431	431	72.90	530.70	493.99	530.70	-99.70	-23
002-0391 UNIFORMS	285	285	67.05	398.45	384.65	398.45	-113.45	-40
002-0405 DUES & SUBSCRIPTIONS	450	450	0.00	445.00	450.00	445.00	5.00	1
002-0428 TRAVEL & TRAINING	4,000	4,000	0.00	3,609.42	3,087.50	3,609.42	390.58	10
002-0429 IN/COUNTY TRAVEL	440	440	202.67	355.20	183.44	355.20	84.80	19
002-0435 BOOKS	35	35	0.00	0.00	35.00	0.00	35.00	100
002-0475 EQUIPMENT	1,700	1,700	0.00	1,661.51	1,048.97	1,661.51	38.49	2
<b>TOTAL PURCHASING</b>	<b>96,539</b>	<b>96,539</b>	<b>7,795.16</b>	<b>96,284.79</b>	<b>86,553.59</b>	<b>96,284.79</b>	<b>254.21</b>	<b>0</b>

## 001 - GENERAL FUND - COUNTY CLERK

003-0101 SALARY/ELECTED OFFIC	46,723	46,723	3,893.58	46,722.96	45,143.04	46,722.96	0.04	0
003-0104 SALARY/CHIEF DEPUTY	26,200	26,200	2,183.36	26,200.32	25,561.20	26,200.32	-0.32	-0
003-0105 SALARY/EMPLOYEES	253,789	253,789	22,822.48	268,865.13	265,330.73	268,865.13	-15,076.13	-6
003-0109 SALARY/SUPERVISOR	86,071	86,071	5,424.16	65,089.92	63,502.32	65,089.92	20,981.08	24
003-0201 FICA/MEDICARE	31,662	31,662	2,603.68	30,872.80	30,337.89	30,872.80	789.20	2
003-0202 GROUP HOSPITAL INSUR	98,000	98,000	6,072.94	76,999.12	70,255.97	76,999.12	21,000.88	21
003-0203 RETIREMENT	30,048	30,048	2,467.52	29,609.86	30,004.81	29,609.86	438.14	1
003-0301 OFFICE SUPPLIES	29,000	29,000	1,316.25	23,630.37	20,338.23	23,630.37	5,369.63	19
003-0385 INTERNET SERVICE	120	120	58.30	116.60	58.30	116.60	3.40	3
003-0388 CELLULAR PHONE/PAGER	83	83	6.50	78.00	128.80	78.00	5.00	6
003-0403 BOND PREMIUMS	3,500	3,500	0.00	5,824.73	2,574.00	5,824.73	-2,324.73	-66
003-0405 DUES & SUBSCRIPTIONS	600	600	92.00	748.20	799.05	748.20	-148.20	-25
003-0427 AUTO ALLOWANCE	1,100	1,100	91.66	1,099.92	930.00	1,099.92	0.08	0

VOL. 82 PG. 965

Prepared by the Tom Green County Auditor's Office  
Page 14 of 49

Tom Green Auditor

B U D G E T A R Y   A C C O U N T I N G   S Y S T E M  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:07 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 2

## 001 - GENERAL FUND - COUNTY CLERK

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
003-0428 TRAVEL & TRAINING	4,000	4,000	501.74	6,297.79	4,404.31	6,297.79	-2,297.79	-57
003-0436 MICROFILMING	7,500	7,500	0.00	0.00	19,700.00	0.00	7,500.00	100
003-0442 BIRTH CERTIFICATES	14,000	14,000	4,395.50	14,315.35	10,525.13	14,315.35	-315.35	-2
003-0469 SOFTWARE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	***
003-0470 CAPITALIZED EQUIPMEN	7,600	7,600	0.00	6,500.00	3,737.00	6,500.00	1,100.00	14
003-0475 EQUIPMENT	7,000	7,000	643.29	6,804.72	6,655.25	6,804.72	195.28	3
003-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	0.00	0.00	0.00	***
003-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL COUNTY CLERK</b>	<b>646,996</b>	<b>646,996</b>	<b>52,572.96</b>	<b>609,775.79</b>	<b>599,986.03</b>	<b>609,775.79</b>	<b>37,220.21</b>	<b>6</b>

## 001 - GENERAL FUND - RISK MANAGEMENT

004-0109 SALARY/SUPERVISOR	40,000	40,000	3,333.34	40,000.08	37,692.36	40,000.08	-0.08	-0
004-0201 FICA/MEDICARE	3,175	3,175	264.56	3,137.89	2,856.31	3,137.89	37.11	1
004-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	2,406.52	4,707.67	192.33	4
004-0203 RETIREMENT	3,013	3,013	247.96	3,011.82	2,899.95	3,011.82	1.18	0
004-0204 RISK MANAGEMENT	25,000	25,000	3,526.25	16,724.03	21,608.28	16,724.03	8,275.97	33
004-0301 OFFICE SUPPLIES	300	300	0.00	21.60	218.44	21.60	278.40	93
004-0358 SAFETY EQUIPMENT	4,000	4,000	0.00	689.25	2,412.56	689.25	3,310.75	83
004-0388 CELLULAR PHONE/PAGER	420	420	56.90	477.03	419.53	477.03	-57.03	-14
004-0405 DUES & SUBSCRIPTIONS	100	100	0.00	25.00	57.50	25.00	75.00	75
004-0427 AUTO ALLOWANCE	1,500	1,500	125.00	1,500.00	1,016.40	1,500.00	0.00	0
004-0428 TRAVEL & TRAINING	3,000	3,000	680.10	2,126.01	2,505.80	2,126.01	873.99	29
<b>TOTAL RISK MANAGEMENT</b>	<b>85,408</b>	<b>85,408</b>	<b>8,610.87</b>	<b>72,420.38</b>	<b>74,093.65</b>	<b>72,420.38</b>	<b>12,987.62</b>	<b>15</b>

## 001 - GENERAL FUND - VETERAN'S SERVICE

005-0105 SALARY/EMPLOYEES	20,477	20,477	1,706.48	20,399.34	19,978.32	20,399.34	77.66	0
005-0109 SALARY/SUPERVISOR	26,862	26,862	2,238.52	26,862.24	26,207.04	26,862.24	-0.24	-0
005-0201 FICA/MEDICARE	3,713	3,713	304.71	3,656.13	3,565.72	3,656.13	56.87	2
005-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	9,415.31	8,034.95	9,415.31	384.69	4
005-0203 RETIREMENT	3,524	3,524	290.04	3,516.95	3,534.48	3,516.95	7.05	0
005-0301 OFFICE SUPPLIES	500	500	81.63	421.74	435.62	421.74	78.26	16
005-0335 AUTO REPAIR, FUEL, E	1,000	1,000	379.57	2,388.64	256.39	2,388.64	-1,388.64	139
005-0388 CELLULAR PHONE/PAGER	220	220	35.90	215.40	215.40	215.40	4.60	2
005-0427 AUTO ALLOWANCE	1,200	1,200	100.00	1,200.00	991.92	1,200.00	0.00	0
005-0428 TRAVEL & TRAINING	1,400	1,400	0.00	1,381.90	1,277.19	1,381.90	18.10	1
005-0469 SOFTWARE EXPENSE	449	449	0.00	449.00	449.00	449.00	0.00	0
005-0514 SPECIAL PROJECTS	1,000	1,000	0.00	649.77	0.00	649.77	350.23	35
005-0571 AUTOMOBILES	29,000	29,000	0.00	17,935.00	0.00	18,685.00	10,315.00	36
<b>TOTAL VETERAN'S SERVICE</b>	<b>99,145</b>	<b>99,145</b>	<b>5,890.37</b>	<b>88,491.42</b>	<b>64,946.03</b>	<b>89,241.42</b>	<b>9,903.58</b>	<b>10</b>

## 001 - GENERAL FUND - COLLECTION &amp; COMPLIANCE DIVISION - TREASURER DEPT

006-0105 SALARY/EMPLOYEES	30,545	30,545	2,547.18	30,351.04	29,343.13	30,351.04	193.96	1
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VOL. 82 PG. 966

Prepared by the Tom Green County Auditor's Office  
Page 15 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:08 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 3

## 001 - GENERAL FUND - COLLECTION &amp; COMPLIANCE DIVISION - TREASURER DEPT

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
006-0109 SALARY/SUPERVISOR	22,067	22,067	1,838.96	21,148.04	20,986.56	21,148.04	918.96	4
006-0139 CONTRACT LABOR	0	0	0.00	1,150.00	0.00	1,150.00	-1,150.00	***
006-0201 FICA/MEDICARE	4,025	4,025	331.47	3,749.93	3,583.99	3,749.93	275.07	7
006-0202 GROUP HOSPITAL INSUR	14,700	14,700	753.52	10,202.66	10,011.26	10,202.66	4,497.34	31
006-0203 RETIREMENT	3,820	3,820	314.49	3,696.07	3,771.05	3,696.07	123.93	3
006-0301 OFFICE SUPPLIES	2,000	2,105	0.00	3,749.56	1,527.34	3,749.56	-1,644.56	-78
006-0400 PROFESSIONAL SERVICE	800	800	-79.00	0.00	393.70	0.00	800.00	100
006-0405 DUES & SUBSCRIPTIONS	250	250	0.00	125.00	175.00	125.00	125.00	50
006-0428 TRAVEL & TRAINING	3,000	3,000	0.00	2,837.91	1,877.85	2,837.91	162.09	5
006-0469 SOFTWARE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	***
006-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
006-0675 TREASURER DEPT - PRO	0	0	119.90	915.55	0.00	915.55	-915.55	***
TOTAL COLLECTION & COMPLIANCE	81,207	81,312	5,826.52	77,925.76	71,669.88	77,925.76	3,386.24	4

## 001 - GENERAL FUND - HUMAN RESOURCE

007-0105 SALARY/EMPLOYEES	40,833	40,833	3,406.20	35,145.64	32,679.31	35,145.64	5,687.36	14
007-0109 SALARY/SUPERVISOR	40,000	40,000	3,333.34	40,000.08	27,642.43	40,000.08	-0.08	-0
007-0139 CONTRACT LABOR	0	0	0.00	0.00	4,810.91	0.00	0.00	***
007-0201 FICA/MEDICARE	6,184	6,184	513.84	5,734.71	4,603.47	5,734.71	449.29	7
007-0202 GROUP HOSPITAL INSUR	14,700	14,700	753.52	10,989.98	6,717.46	10,989.98	3,710.02	25
007-0203 RETIREMENT	5,868	5,868	483.23	5,459.07	4,505.80	5,459.07	408.93	7
007-0301 OFFICE SUPPLIES	1,000	1,000	55.46	667.05	597.25	667.05	332.95	33
007-0306 EDUCATION MATERIALS	700	700	0.00	320.08	0.00	320.08	379.92	54
007-0388 CELLULAR PHONE/PAGER	215	215	41.17	41.17	0.00	41.17	173.83	81
007-0405 DUES & SUBSCRIPTIONS	200	200	0.00	45.00	170.00	45.00	155.00	78
007-0428 TRAVEL & TRAINING	1,000	1,000	0.00	1,567.90	729.00	1,567.90	-567.90	-57
007-0429 IN/COUNTY TRAVEL	120	120	33.25	65.07	0.00	65.07	54.93	46
007-0475 EQUIPMENT	200	200	0.00	199.00	0.00	199.00	1.00	1
TOTAL HUMAN RESOURCE	111,020	111,020	8,620.01	100,234.75	82,455.63	100,234.75	10,785.25	10

## 001 - GENERAL FUND - INFORMATION TECHNOLOGY

008-0105 SALARY/EMPLOYEES	20,981	20,981	1,748.44	20,981.28	31,262.53	20,981.28	-0.28	-0
008-0108 SALARY/PARTTIME	19,121	19,121	1,024.10	11,569.10	11,195.63	11,569.10	7,551.90	39
008-0109 SALARY/SUPERVISOR	47,552	47,552	4,708.86	56,506.32	46,392.24	56,506.32	-8,954.32	-19
008-0201 FICA/MEDICARE	7,374	7,374	565.86	6,698.30	6,559.52	6,698.30	675.70	9
008-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	14,123.01	16,069.96	14,123.01	576.99	4
008-0203 RETIREMENT	6,998	6,998	536.41	6,462.72	6,657.38	6,462.72	535.28	8
008-0301 OFFICE SUPPLIES	6,000	6,000	149.95	2,434.03	2,408.08	5,189.85	810.15	14
008-0309 COMPUTER SUPPLIES	17,500	17,500	3,387.32	13,770.07	11,910.81	16,544.24	955.76	5
008-0388 CELLULAR PHONE/PAGER	1,621	1,621	35.90	486.73	1,172.71	486.73	1,134.27	70
008-0405 DUES & SUBSCRIPTIONS	1,089	1,089	125.00	530.00	0.00	530.00	559.00	51
008-0428 TRAVEL & TRAINING	2,500	2,500	0.00	0.00	523.41	0.00	2,500.00	100
008-0429 IN/COUNTY TRAVEL	1,000	1,000	176.31	579.16	643.65	579.16	420.84	42
008-0445 SOFTWARE MAINTENANCE	195,739	195,739	16,927.55	184,530.25	170,469.45	186,130.20	9,608.80	5
008-0449 COMPUTER EQUIPMENT M	8,165	8,165	0.00	10,932.75	7,554.37	10,932.75	-2,767.75	-34

VOL. 82 PG. 067

Prepared by the Tom Green County Auditor's Office  
Page 16 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:08 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 4

## 001 - GENERAL FUND - INFORMATION TECHNOLOGY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
008-0469 SOFTWARE EXPENSE	49,011	49,011	4,154.75	39,204.35	50,508.10	42,113.35	6,897.65	14
008-0470 CAPITALIZED EQUIPMEN	44,500	44,500	0.00	14,241.86	22,908.23	14,241.86	30,258.14	68
008-0475 EQUIPMENT	0	0	0.00	0.00	22,866.83	0.00	0.00	***
008-0482 CAPITALIZED SOFTWARE	0	0	0.00	9,633.00	0.00	9,633.00	-9,633.00	***
008-0514 SPECIAL PROJECTS	218,425	218,425	54,418.32	131,659.40	71,752.99	155,659.40	62,765.60	29
008-0601 CONTINGENCY	8,736	8,736	0.00	0.00	0.00	0.00	8,736.00	100
008-0678 CONTRACT SERVICE FOR	49,320	49,320	0.00	49,320.00	44,180.50	49,320.00	0.00	0
<b>TOTAL INFORMATION TECHNOLOGY</b>	<b>720,332</b>	<b>720,332</b>	<b>89,089.05</b>	<b>573,662.33</b>	<b>525,036.39</b>	<b>607,701.27</b>	<b>112,630.73</b>	<b>16</b>

## 001 - GENERAL FUND - NON DEPARTMENTAL

009-0146 LONGEVITY PAY	118,308	118,308	0.00	100,866.50	0.00	100,866.50	17,441.50	15
009-0201 FICA/MEDICARE	0	0	0.00	7,583.93	0.00	7,583.93	-7,583.93	***
009-0202 GROUP HOSPITAL INSUR	0	0	0.00	4,392.00	0.00	4,392.00	-4,392.00	***
009-0204 WORKERS COMPENSATION	253,000	253,000	331.23	176,285.59	183,654.56	176,285.59	76,714.41	30
009-0205 UNEMPLOYMENT INSURAN	25,000	25,000	4,159.90	21,310.87	28,759.81	21,310.87	3,689.13	15
009-0218 SECTION 218 SOCIAL S	0	0	0.00	35.00	0.00	35.00	-35.00	***
009-0301 OFFICE SUPPLIES	500	500	686.51	2,986.07	8,000.89	2,986.07	-2,486.07	497
009-0302 COPIER SUPPLIES/LEAS	30,000	30,000	2,958.81	22,482.19	27,531.25	23,921.59	6,078.41	20
009-0320 WEIGHT CERTIFICATES	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0347 PORTS TO PLAINS COAL	10,624	10,624	0.00	10,623.53	10,623.53	10,623.53	0.47	0
009-0358 SAFETY EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
009-0386 MEETINGS & CONFERENC	1,000	1,000	24.10	1,783.17	2,051.46	1,783.17	-783.17	-78
009-0387 AWARDS	3,500	3,500	0.00	1,954.70	0.00	1,954.70	1,545.30	44
009-0401 APPRAISAL DISTRICT	334,264	334,264	-7,528.44	327,300.56	303,312.67	327,300.56	6,963.44	2
009-0402 LIABILITY INSURANCE	346,000	346,000	0.00	298,980.30	312,310.34	298,980.30	47,019.70	14
009-0405 DUES & SUBSCRIPTIONS	1,000	1,000	0.00	1,400.00	1,550.00	1,400.00	-400.00	-40
009-0407 LEGAL REPRESENTATION	36,000	36,000	15,822.57	38,498.98	28,788.99	38,498.98	-2,498.98	-7
009-0408 INDEPENDENT AUDIT	53,500	53,500	25,000.00	34,000.00	51,500.00	34,000.00	19,500.00	36
009-0412 AUTOPSIES	30,000	30,000	7,548.33	41,502.87	32,607.77	41,502.87	-11,502.87	-38
009-0420 TELEPHONE	85,000	85,000	9,373.25	93,110.50	75,057.11	93,110.50	-8,110.50	-10
009-0421 POSTAGE	121,000	121,000	19,515.83	102,940.18	107,143.36	102,940.18	18,059.82	15
009-0424 ECONOMIC DEVELOPMENT	30,000	30,000	821.17	29,405.78	30,272.83	29,405.78	594.22	2
009-0428 INVESTMENT COMMITTEE	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	100
009-0430 PUBLIC NOTICES/POSTI	15,000	15,000	4,124.09	17,721.61	19,501.08	17,721.61	-2,721.61	-18
009-0431 EMPLOYEE MEDICAL	8,000	8,000	5,334.00	12,520.82	8,359.05	12,520.82	-4,520.82	-57
009-0435 BOOKS	150	150	0.00	0.00	150.00	0.00	150.00	100
009-0444 BANK SVC CHARGES	104,000	104,000	342.72	46,230.68	117,237.89	46,230.68	57,769.32	56
009-0450 OFFICE MACHINE MAINT	12,000	12,000	837.53	7,685.16	9,130.64	7,685.16	4,314.84	36
009-0453 DUMPGROUND MAINTENAN	25,000	25,000	5,276.71	28,217.62	0.00	28,217.62	-3,217.62	-13
009-0459 COPY MACHINE RENTAL	82,000	82,000	8,055.07	73,342.13	63,693.52	73,342.13	8,657.87	11
009-0468 RURAL TRANSPORTATION	14,408	14,408	0.00	14,408.00	14,408.00	14,408.00	0.00	0
009-0470 CAPITALIZED EQUIPMEN	200,000	200,000	0.00	0.00	7,000.00	0.00	200,000.00	100
009-0471 COG DUES	7,701	7,701	0.00	12,681.00	11,394.50	12,681.00	-4,980.00	-65
009-0475 EQUIPMENT	10,000	10,000	179.94	11,782.65	3,149.15	11,782.65	-1,782.65	-18
009-0480 TX ASSOCIATION OF CO	5,000	5,000	0.00	2,440.00	2,440.00	2,440.00	2,560.00	51
009-0495 TEXAS HISTORICAL COM	3,500	3,500	0.00	3,500.00	3,500.00	3,500.00	0.00	0
009-0508 WATER CONSERVATION	3,000	3,000	0.00	3,000.00	3,000.00	3,000.00	0.00	0
009-0514 SPECIAL PROJECTS	15,000	15,000	0.00	0.00	0.00	0.00	15,000.00	100

VOL. 82 PG. 968

Prepared by the Tom Green County Auditor's Office

Page 17 of 49

Tom Green Auditor

**BUDGETARY ACCOUNTING SYSTEM**  
**Statement of Expenditures - Budget vs Actual vs Last Year**  
**GENERAL FUND**

07:38:08 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 5

## 001 - GENERAL FUND - NON DEPARTMENTAL

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
009-0535 COG ASSIST AGING PGM	6,124	6,124	0.00	0.00	0.00	0.00	6,124.00	100
009-0551 SALES TAX DEBT PAYME	39,600	39,600	3,300.00	39,600.00	39,600.00	39,600.00	0.00	0
009-0571 AUTOMOBILES	170,000	170,000	0.00	55,583.05	0.00	55,583.05	114,416.95	67
009-0573 CAPITALIZED ROAD EQU	0	0	0.00	278,706.26	0.00	278,706.26	-278,706.26	***
009-0675 PROFESSIONAL FEES	22,000	22,000	3,203.45	20,322.23	22,711.76	20,322.23	1,677.77	8
009-0801 ADMINISTRATIVE FEE	7,000	7,000	413.00	5,089.00	6,309.00	5,089.00	1,911.00	27
009-0815 COBRA	0	0	0.00	3,355.00	1,005.00	3,355.00	-3,355.00	***
009-0902 AIC/CHAP CONTRIBUTIO	180,000	180,000	0.00	180,000.00	145,628.95	180,000.00	0.00	0
009-9999 AUDIT ADJUSTMENT	0	0	-252.90	-1,095.73	17,503.23	-1,095.73	1,095.73	***
<b>TOTAL NON DEPARTMENTAL</b>	<b>2,409,679</b>	<b>2,409,679</b>	<b>109,526.87</b>	<b>2,132,532.20</b>	<b>1,698,886.34</b>	<b>2,133,971.60</b>	<b>275,707.40</b>	<b>11</b>

## 001 - GENERAL FUND - RECORDS MANAGEMENT

010-0102 SALARY	3,877	3,877	323.06	3,876.72	3,782.16	3,876.72	0.28	0
010-0201 FICA/MEDICARE	297	297	24.72	296.64	289.44	296.64	0.36	0
010-0203 RETIREMENT	281	281	23.16	281.34	283.72	281.34	-0.34	-0
010-0301 OFFICE SUPPLIES	500	500	0.00	198.05	142.90	198.05	301.95	60
010-0428 TRAVEL & TRAINING	500	500	0.00	0.00	420.00	0.00	500.00	100
010-0440 UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00	***
010-0475 EQUIPMENT	0	0	0.00	0.00	1,236.00	0.00	0.00	***
010-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL RECORDS MANAGEMENT</b>	<b>5,455</b>	<b>5,455</b>	<b>370.94</b>	<b>4,652.75</b>	<b>6,154.22</b>	<b>4,652.75</b>	<b>802.25</b>	<b>15</b>

## 001 - GENERAL FUND - COUNTY JUDGE

011-0101 SALARY/ELECTED OFFIC	55,267	55,267	4,605.58	55,266.96	53,398.32	55,266.96	0.04	0
011-0105 SALARY/EMPLOYEES	28,979	28,979	2,414.88	28,978.56	28,271.76	28,978.56	0.44	0
011-0132 SALARY/STATE SUPPLEM	10,000	10,000	1,145.84	10,312.58	10,000.08	10,312.58	-312.58	-3
011-0201 FICA/MEDICARE	7,860	7,860	633.62	7,327.20	7,020.36	7,327.20	532.80	7
011-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	9,415.34	7,968.87	9,415.34	384.66	4
011-0203 RETIREMENT	7,459	7,459	642.77	7,557.57	7,488.60	7,557.57	-98.57	-1
011-0301 OFFICE SUPPLIES	1,250	1,250	53.56	849.59	1,139.18	849.59	400.41	32
011-0388 CELLULAR PHONE/PAGER	810	810	90.00	1,080.00	1,080.00	1,080.00	-270.00	-33
011-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
011-0405 DUES & SUBSCRIPTIONS	500	500	0.00	545.70	472.78	545.70	-45.70	-9
011-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
011-0428 TRAVEL & TRAINING	4,500	4,500	1,065.88	4,699.60	3,966.92	4,699.60	-199.60	-4
011-0435 BOOKS	1,800	1,800	90.00	1,960.00	1,233.01	1,960.00	-160.00	-9
011-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL COUNTY JUDGE</b>	<b>136,725</b>	<b>136,725</b>	<b>12,203.99</b>	<b>136,493.18</b>	<b>129,239.88</b>	<b>136,493.18</b>	<b>231.82</b>	<b>0</b>

## 001 - GENERAL FUND - DISTRICT COURT

012-0101 SALARY/ELECTED OFFIC	30,482	30,482	2,458.18	29,498.60	29,451.60	29,498.60	983.40	3
012-0102 SALARY/DISTRICT JUDG	356,370	356,370	29,439.60	342,136.80	337,455.12	342,136.80	14,233.20	4

VOL. 82 PG. 969

Prepared by the Tom Green County Auditor's Office

Page 18 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:09 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 6

## 001 - GENERAL FUND - DISTRICT COURT

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
012-0108 SALARY/PARTTIME	4,800	4,800	427.75	2,291.00	3,496.14	2,291.00	2,509.00	52
012-0110 SALARY/APPT - COMM C	137,301	137,301	11,441.00	136,054.37	133,951.92	136,054.37	1,246.63	1
012-0118 SALARY/PARTTIME COUR	0	0	0.00	0.00	0.00	0.00	0.00	***
012-0201 FICA/MEDICARE	40,465	40,465	3,235.18	37,626.35	37,218.15	37,626.35	2,838.65	7
012-0202 GROUP HOSPITAL INSUR	70,540	70,540	4,948.25	53,086.38	49,623.38	53,086.38	17,453.62	25
012-0203 RETIREMENT	38,402	38,402	3,107.36	36,825.57	37,535.22	36,825.57	1,576.43	4
012-0301 OFFICE SUPPLIES	8,000	8,000	448.32	5,626.47	5,827.59	5,748.47	2,251.53	28
012-0402 LIABILITY INSURANCE	10,385	10,385	0.00	8,656.75	10,108.73	8,656.75	1,728.25	17
012-0405 DUES & SUBSCRIPTIONS	1,400	1,400	0.00	1,665.00	1,810.00	1,665.00	-265.00	-19
012-0410 ASSESSED ADMINISTRAT	9,507	9,507	0.00	9,308.17	9,377.80	9,308.17	198.83	2
012-0411 REPORTING SERVICE	22,500	22,500	3,583.50	23,710.50	28,135.14	23,710.50	-1,210.50	-5
012-0428 TRAVEL & TRAINING	7,000	7,000	195.42	1,970.52	8,249.64	1,445.52	5,554.48	79
012-0435 BOOKS	12,500	12,500	699.80	9,500.48	10,884.71	9,500.48	2,999.52	24
012-0470 CAPITALIZED EQUIPMEN	12,000	12,000	0.00	0.00	0.00	0.00	12,000.00	100
012-0475 EQUIPMENT	0	0	7,348.00	12,036.39	12,548.55	12,036.39	-12,036.39	***
012-0496 NOTARY BOND	0	0	0.00	0.00	83.00	0.00	0.00	***
<b>TOTAL DISTRICT COURT</b>	<b>761,652</b>	<b>761,652</b>	<b>67,332.36</b>	<b>709,993.35</b>	<b>715,756.69</b>	<b>709,590.35</b>	<b>52,061.65</b>	<b>7</b>

## 001 - GENERAL FUND - DISTRICT ATTORNEY

013-0101 SALARY/ELECTED OFFIC	16,528	16,528	1,358.98	16,157.76	15,968.40	16,157.76	370.24	2
013-0103 SALARY/ASSISTANTS	248,377	248,377	20,967.58	236,669.29	227,871.31	236,669.29	11,707.71	5
013-0105 SALARY/EMPLOYEES	209,608	209,608	17,383.46	209,292.96	207,077.65	209,292.96	315.04	0
013-0108 SALARY/PARTTIME	14,352	14,352	915.75	9,488.78	9,198.31	9,488.78	4,863.22	34
013-0132 SALARY/STATE SUPPLEM	3,060	3,060	0.00	6,060.00	1,361.16	6,060.00	-3,000.00	-98
013-0201 FICA/MEDICARE	37,398	37,398	2,929.46	33,880.54	32,576.66	33,880.54	3,517.46	9
013-0202 GROUP HOSPITAL INSUR	64,190	64,190	4,173.40	49,343.78	42,852.44	49,343.78	14,846.22	23
013-0203 RETIREMENT	35,492	35,492	2,921.84	34,652.38	33,479.73	34,652.38	839.62	2
013-0301 OFFICE SUPPLIES	5,000	5,000	570.63	6,617.34	7,908.62	6,617.34	-1,617.34	-32
013-0335 AUTO REPAIR, FUEL, E	500	500	545.20	2,212.10	1,757.94	2,212.10	-1,712.10	342
013-0403 BOND PREMIUMS	720	720	0.00	355.00	0.00	355.00	365.00	51
013-0435 BOOKS	6,500	6,500	2,265.45	11,089.95	14,804.18	11,089.95	-4,589.95	-71
013-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL DISTRICT ATTORNEY</b>	<b>641,725</b>	<b>641,725</b>	<b>54,031.75</b>	<b>615,819.88</b>	<b>594,856.40</b>	<b>615,819.88</b>	<b>25,905.12</b>	<b>4</b>

## 001 - GENERAL FUND - DISTRICT CLERK

014-0101 SALARY/ELECTED OFFIC	47,914	47,914	3,992.78	47,913.36	46,293.12	47,913.36	0.64	0
014-0104 SALARY/CHIEF DEPUTY	55,129	55,129	4,594.08	55,128.96	53,784.24	55,128.96	0.04	0
014-0105 SALARY/EMPLOYEES	207,615	207,615	16,771.21	207,083.97	202,550.16	207,083.97	531.03	0
014-0108 SALARY/PARTTIME	12,472	12,472	553.48	8,807.70	7,906.83	8,807.70	3,664.30	29
014-0201 FICA/MEDICARE	24,804	24,804	1,916.76	23,597.90	22,987.12	23,597.90	1,206.10	5
014-0202 GROUP HOSPITAL INSUR	68,600	68,600	4,897.88	65,530.62	56,244.86	65,530.62	3,069.38	4
014-0203 RETIREMENT	23,539	23,539	1,864.39	23,226.39	23,312.31	23,226.39	312.61	1
014-0301 OFFICE SUPPLIES	20,000	20,000	3,731.21	22,782.33	18,414.45	22,782.33	-2,782.33	-14
014-0403 BOND PREMIUMS	0	0	0.00	675.00	0.00	675.00	-675.00	***
014-0405 DUES & SUBSCRIPTIONS	180	180	0.00	215.00	0.00	215.00	-35.00	-19

VOL. 82 PG. 970

Prepared by the Tom Green County Auditor's Office  
Page 19 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:09 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 7

## 001 - GENERAL FUND - DISTRICT CLERK

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
014-0427 AUTO ALLOWANCE	1,100	1,100	91.66	1,099.92	930.00	1,099.92	0.08	0
014-0428 TRAVEL & TRAINING	4,000	4,000	0.00	2,846.39	2,496.06	2,846.39	1,153.61	29
014-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
014-0475 EQUIPMENT	0	0	0.00	0.00	178.52	0.00	0.00	***
014-0514 SPECIAL PROJECTS	25,000	25,000	4,180.50	15,620.75	0.00	15,620.75	9,379.25	38
<b>TOTAL DISTRICT CLERK</b>	<b>490,353</b>	<b>490,353</b>	<b>42,593.95</b>	<b>474,528.29</b>	<b>435,097.67</b>	<b>474,528.29</b>	<b>15,824.71</b>	<b>3</b>

## 001 - GENERAL FUND - JUSTICE OF THE PEACE 1

015-0101 SALARY/ELECTED OFFIC	32,421	32,421	2,701.70	32,420.40	31,324.08	32,420.40	0.60	0
015-0105 SALARY/EMPLOYEES	36,241	36,241	3,020.04	36,819.54	34,807.88	36,819.54	-578.54	-2
015-0201 FICA/MEDICARE	5,679	5,679	448.85	5,449.00	5,420.66	5,449.00	230.00	4
015-0202 GROUP HOSPITAL INSUR	14,700	14,700	774.58	12,128.74	11,581.04	12,128.74	2,571.26	17
015-0203 RETIREMENT	5,390	5,390	443.56	5,388.22	5,308.81	5,388.22	1.78	0
015-0301 OFFICE SUPPLIES	2,000	2,000	28.01	1,391.66	1,975.13	1,648.23	351.77	18
015-0388 CELLULAR PHONE/PAGER	250	250	35.90	215.40	198.20	215.40	34.60	14
015-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
015-0405 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	***
015-0427 AUTO ALLOWANCE	5,575	5,575	464.58	5,574.96	4,725.12	5,574.96	0.04	0
015-0428 TRAVEL & TRAINING	1,100	1,100	0.00	554.33	1,100.00	554.33	545.67	50
015-0475 EQUIPMENT	0	0	0.00	325.00	0.00	325.00	-325.00	***
015-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL JUSTICE OF THE PEACE 1</b>	<b>103,356</b>	<b>103,356</b>	<b>7,917.22</b>	<b>100,267.25</b>	<b>96,440.92</b>	<b>100,523.82</b>	<b>2,832.18</b>	<b>3</b>

## 001 - GENERAL FUND - JUSTICE OF THE PEACE 2

016-0101 SALARY/ELECTED OFFIC	32,421	32,421	2,701.70	32,420.40	31,324.08	32,420.40	0.60	0
016-0105 SALARY/EMPLOYEES	35,101	35,101	2,925.10	34,839.78	33,752.08	34,839.78	261.22	1
016-0108 SALARY/PARTTIME	6,864	6,864	603.00	6,193.50	0.00	6,193.50	670.50	10
016-0201 FICA/MEDICARE	6,117	6,117	473.69	5,570.38	4,901.88	5,570.38	546.62	9
016-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	14,123.01	10,076.19	14,123.01	576.99	4
016-0203 RETIREMENT	5,805	5,805	479.99	5,734.92	5,229.88	5,734.92	70.08	1
016-0301 OFFICE SUPPLIES	2,000	2,000	123.74	899.29	1,251.65	899.29	1,100.71	55
016-0388 CELLULAR PHONE/PAGER	420	420	47.30	322.20	231.07	322.20	97.80	23
016-0403 BOND PREMIUMS	180	180	0.00	177.50	0.00	177.50	2.50	1
016-0405 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	***
016-0427 AUTO ALLOWANCE	5,575	5,575	464.58	5,574.96	4,725.12	5,574.96	0.04	0
016-0428 TRAVEL & TRAINING	1,100	1,100	0.00	957.15	1,061.30	957.15	142.85	13
016-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL JUSTICE OF THE PEACE 2</b>	<b>110,283</b>	<b>110,283</b>	<b>8,949.38</b>	<b>106,813.09</b>	<b>92,553.25</b>	<b>106,813.09</b>	<b>3,469.91</b>	<b>3</b>

## 001 - GENERAL FUND - JUSTICE OF THE PEACE 3

017-0101 SALARY/ELECTED OFFIC	32,421	32,421	2,701.70	32,420.40	31,895.19	32,420.40	0.60	0
017-0105 SALARY/EMPLOYEES	35,499	35,499	2,735.26	32,566.59	34,147.33	32,566.59	2,932.41	8

VOL. 82 PG. 971

Prepared by the Tom Green County Auditor's Office  
Page 20 of 49



Tom Green Auditor

**BUDGETARY ACCOUNTING SYSTEM**  
**Statement of Expenditures - Budget vs Actual vs Last Year**  
**GENERAL FUND**

07:38:09 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 8

## 001 - GENERAL FUND - JUSTICE OF THE PEACE 3

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
017-0108 SALARY/PARTTIME	6,864	6,864	0.00	3,065.54	0.00	3,065.54	3,798.46	55
017-0201 FICA/MEDICARE	6,147	6,147	410.96	5,223.79	5,191.62	5,223.79	923.21	15
017-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	12,547.72	11,328.78	12,547.72	2,152.28	15
017-0203 RETIREMENT	5,834	5,834	411.35	5,184.11	5,142.02	5,184.11	649.89	11
017-0301 OFFICE SUPPLIES	1,200	1,200	0.00	1,170.53	1,342.39	1,170.53	29.47	2
017-0388 CELLULAR PHONE/PAGER	400	400	55.69	455.34	529.86	455.34	-55.34	-14
017-0403 BOND PREMIUMS	180	180	0.00	92.50	0.00	92.50	87.50	49
017-0405 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	***
017-0427 AUTO ALLOWANCE	5,575	5,575	458.49	5,190.49	4,882.33	5,190.49	384.51	7
017-0428 TRAVEL & TRAINING	1,100	1,100	0.00	1,082.56	1,100.00	1,082.56	17.44	2
017-0496 NOTARY BOND	0	0	0.00	0.00	71.00	0.00	0.00	***
<b>TOTAL JUSTICE OF THE PEACE 3</b>	<b>109,920</b>	<b>109,920</b>	<b>7,903.73</b>	<b>98,999.57</b>	<b>95,630.52</b>	<b>98,999.57</b>	<b>10,920.43</b>	<b>10</b>

## 001 - GENERAL FUND - JUSTICE OF THE PEACE 4

018-0101 SALARY/ELECTED OFFIC	32,421	32,421	2,701.70	32,420.40	31,324.08	32,420.40	0.60	0
018-0105 SALARY/EMPLOYEES	34,492	34,492	2,772.80	30,072.64	33,650.88	30,072.64	4,419.36	13
018-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
018-0201 FICA/MEDICARE	5,545	5,545	449.62	5,168.20	5,279.46	5,168.20	376.80	7
018-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	10,579.42	12,052.47	10,579.42	4,120.58	28
018-0203 RETIREMENT	5,263	5,263	425.84	4,953.91	5,222.22	4,953.91	309.09	6
018-0301 OFFICE SUPPLIES	1,500	1,500	41.38	1,615.54	1,200.00	1,615.54	-115.54	-8
018-0388 CELLULAR PHONE/PAGER	250	250	190.85	462.90	447.09	462.90	-212.90	-85
018-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
018-0405 DUES & SUBSCRIPTIONS	0	0	0.00	34.00	75.00	34.00	-34.00	***
018-0427 AUTO ALLOWANCE	5,575	5,575	464.58	5,574.96	4,725.12	5,574.96	0.04	0
018-0428 TRAVEL & TRAINING	1,100	1,100	0.00	985.38	1,100.00	985.38	114.62	10
018-0496 NOTARY BOND	0	0	0.00	71.00	0.00	71.00	-71.00	***
<b>TOTAL JUSTICE OF THE PEACE 4</b>	<b>100,846</b>	<b>100,846</b>	<b>8,177.05</b>	<b>91,938.35</b>	<b>95,076.32</b>	<b>91,938.35</b>	<b>8,907.65</b>	<b>9</b>

## 001 - GENERAL FUND - DISTRICT COURTS

019-0413 COURT APPOINTED ATTO	600,000	600,000	93,306.92	752,357.40	715,261.14	752,357.40	-152,357.40	-25
019-0414 JURORS	48,000	48,000	2,580.00	46,087.00	44,581.24	46,087.00	1,913.00	4
019-0425 WITNESS EXPENSE	25,000	25,000	2,601.03	32,469.01	23,704.18	32,469.01	-7,469.01	-30
019-0483 JURORS/MEALS & LODGI	6,500	6,500	889.07	6,216.23	7,141.25	6,216.23	283.77	4
019-0491 SPECIAL TRIALS/CAPIT	175,000	175,000	0.00	19,910.00	44,877.24	19,910.00	155,090.00	89
019-0580 PSYCHOLOGICAL EXAMS	10,000	10,000	0.00	600.00	15,855.00	600.00	9,400.00	94
<b>TOTAL DISTRICT COURTS</b>	<b>864,500</b>	<b>864,500</b>	<b>99,377.02</b>	<b>857,639.64</b>	<b>851,420.05</b>	<b>857,639.64</b>	<b>6,860.36</b>	<b>1</b>

## 001 - GENERAL FUND - COUNTY COURT AT LAW 1

020-0101 SALARY/ELECTED OFFIC	101,598	101,598	8,466.44	101,597.28	98,161.68	101,597.28	0.72	0
020-0110 SALARY/APPT - COMM C	27,320	27,320	2,276.66	27,319.92	25,307.04	27,319.92	0.08	0
020-0201 FICA/MEDICARE	9,862	9,862	779.27	8,745.38	8,586.53	8,745.38	1,116.62	11

VOL. 82 PG. 972

Prepared by the Tom Green County Auditor's Office  
 Page 21 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 9

## 001 - GENERAL FUND - COUNTY COURT AT LAW 1

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
020-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	9,415.34	8,034.98	9,415.34	384.66	4
020-0203 RETIREMENT	9,359	9,359	829.08	10,100.30	9,513.43	10,100.30	-741.30	-8
020-0301 OFFICE SUPPLIES	1,100	1,100	36.68	1,029.37	601.10	1,029.37	70.63	6
020-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
020-0402 LIABILITY INSURANCE	1,500	1,500	0.00	1,452.11	1,459.51	1,452.11	47.89	3
020-0405 DUES & SUBSCRIPTIONS	350	350	0.00	315.00	469.00	315.00	35.00	10
020-0428 TRAVEL & TRAINING	2,000	2,000	0.00	2,428.68	3,207.11	2,428.68	-428.68	-21
020-0435 BOOKS	1,000	1,000	371.45	664.20	538.85	771.20	228.80	23
020-0496 NOTARY BOND	70	70	0.00	71.00	0.00	71.00	-1.00	-1
TOTAL COUNTY COURT AT LAW 1	163,959	163,959	13,513.10	163,138.58	155,879.23	163,245.58	713.42	0

## 001 - GENERAL FUND - COUNTY COURT AT LAW 2

021-0101 SALARY/ELECTED OFFIC	101,598	101,598	8,466.44	101,597.28	98,161.68	101,597.28	0.72	0
021-0110 SALARY/APPT - COMM C	27,320	27,320	2,276.66	27,319.92	25,307.04	27,319.92	0.08	0
021-0201 FICA/MEDICARE	9,862	9,862	808.72	8,912.58	8,807.21	8,912.58	949.42	10
021-0202 GROUP HOSPITAL INSUR	9,800	9,800	397.82	4,937.61	4,211.20	4,937.61	4,862.39	50
021-0203 RETIREMENT	9,359	9,359	829.08	10,100.30	9,513.43	10,100.30	-741.30	-8
021-0301 OFFICE SUPPLIES	1,100	1,100	108.33	802.47	478.93	802.47	297.53	27
021-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0402 LIABILITY INSURANCE	1,500	1,500	0.00	2,953.76	-43.63	2,953.76	-1,453.76	-97
021-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
021-0405 DUES & SUBSCRIPTIONS	350	350	0.00	395.00	370.00	395.00	-45.00	-13
021-0428 TRAVEL & TRAINING	2,000	2,000	-958.52	3,292.54	2,448.11	3,292.54	-1,292.54	-65
021-0435 BOOKS	1,000	1,000	92.00	762.90	888.89	892.90	107.10	11
021-0496 NOTARY BOND	70	70	0.00	71.00	0.00	71.00	-1.00	-1
TOTAL COUNTY COURT AT LAW 2	163,959	163,959	12,020.53	161,145.36	150,142.86	161,275.36	2,683.64	2

## 001 - GENERAL FUND - TX NARCOTICS CONTROL PROGRAM

022-0103 SALARY/ASSISTANTS	41,453	41,453	0.00	55,607.64	60,662.88	55,607.64	-14,154.64	-34
022-0132 SALARY/STATE SUPPLEM	1,120	1,120	0.00	1,660.00	1,008.84	1,660.00	-540.00	-48
022-0201 FICA/MEDICARE	3,257	3,257	0.00	3,963.31	4,271.43	3,963.31	-706.31	-22
022-0202 GROUP HOSPITAL INSUR	4,900	4,900	0.00	4,330.91	4,017.49	4,330.91	569.09	12
022-0203 RETIREMENT	3,091	3,091	0.00	4,159.17	4,620.82	4,159.17	-1,068.17	-35
022-0204 WORKERS COMPENSATION	851	851	0.00	0.00	203.00	0.00	851.00	100
022-0205 UNEMPLOYMENT INSURAN	85	85	0.00	0.00	0.00	0.00	85.00	100
022-0463 PLEDGE TO TX NARC CO	15,000	15,000	0.00	15,000.00	0.00	15,000.00	0.00	0
TOTAL TX NARCOTICS CONTROL PR	69,757	69,757	0.00	84,721.03	74,784.46	84,721.03	-14,964.03	-21

## 001 - GENERAL FUND - FELONY FAMILY VIOLENCE PROSECUTION UNIT

023-0103 SALARY/ASSISTANTS	49,934	49,934	0.00	46,556.26	50,269.42	46,556.26	3,377.74	7
023-0105 SALARY/EMPLOYEES	9,161	9,161	0.00	8,437.97	9,175.30	8,437.97	723.03	8
023-0132 SALARY/STATE SUPPLEM	1,540	1,540	0.00	1,060.00	0.00	1,060.00	480.00	31

VOL. 82 PG. 973

Prepared by the Tom Green County Auditor's Office  
Page 22 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 10

## 001 - GENERAL FUND - FELONY FAMILY VIOLENCE PROSECUTION UNIT

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
023-0201 FICA/MEDICARE	4,639	4,639	0.00	4,352.91	4,534.88	4,352.91	286.09	6
023-0202 GROUP HOSPITAL INSUR	7,350	7,350	0.00	3,931.86	2,779.16	3,931.86	3,418.14	47
023-0203 RETIREMENT	4,402	4,402	0.00	4,129.60	4,441.08	4,129.60	272.40	6
023-0204 WORKERS COMPENSATION	1,500	1,500	0.00	0.00	197.00	0.00	1,500.00	100
023-0205 UNEMPLOYMENT INSURAN	150	150	0.00	0.00	0.00	0.00	150.00	100
023-0428 TRAVEL & TRAINING	2,000	2,000	171.59	2,664.22	0.00	2,664.22	-664.22	-33
023-0676 SUPPLIES & OPERATING	750	750	57.00	980.20	2,564.03	980.20	-230.20	-31
TOTAL FELONY FAMILY VIOLENCE	81,426	81,426	228.59	72,113.02	73,960.87	72,113.02	9,312.98	11

## 001 - GENERAL FUND - FELONY FAMILY VIOLENCE INVESTIGATION UNIT

024-0105 SALARY/EMPLOYEES	30,059	30,059	0.00	30,125.92	31,992.00	30,125.92	-66.92	-0
024-0201 FICA/MEDICARE	2,300	2,300	0.00	2,233.70	2,370.00	2,233.70	66.30	3
024-0202 GROUP HOSPITAL INSUR	4,900	4,900	0.00	4,330.91	4,017.49	4,330.91	569.09	12
024-0203 RETIREMENT	2,182	2,182	0.00	2,189.02	2,397.00	2,189.02	-7.02	-0
024-0204 WORKERS COMPENSATION	700	700	0.00	0.00	1,062.00	0.00	700.00	100
024-0205 UNEMPLOYMENT INSURAN	70	70	0.00	0.00	0.00	0.00	70.00	100
024-0428 TRAVEL & TRAINING	2,500	2,500	0.00	1,096.20	1,217.86	1,096.20	1,403.80	56
024-0475 EQUIPMENT	2,000	2,000	0.00	411.60	0.00	411.60	1,588.40	79
024-0676 SUPPLIES & OPERATING	4,975	4,975	769.33	7,392.80	10,667.73	7,392.80	-2,417.80	-49
TOTAL FELONY FAMILY VIOLENCE	49,686	49,686	769.33	47,780.15	53,724.08	47,780.15	1,905.85	4

## 001 - GENERAL FUND - COUNTY ATTORNEY

025-0101 SALARY/ELECTED OFFIC	52,272	52,272	4,355.98	52,271.76	50,503.92	52,271.76	0.24	0
025-0103 SALARY/ASSISTANTS	129,860	129,860	10,821.70	129,764.04	126,692.88	129,764.04	95.96	0
025-0105 SALARY/EMPLOYEES	102,377	102,377	8,531.46	102,130.23	98,442.52	102,130.23	246.77	0
025-0108 SALARY/PARTTIME	6,898	6,898	567.60	7,478.21	6,468.77	7,478.21	-580.21	-8
025-0109 SALARY/SUPERVISOR	26,200	26,200	2,183.36	26,200.32	25,561.20	26,200.32	-0.32	-0
025-0132 SALARY/STATE SUPPLEM	33,900	33,900	3,125.00	34,200.00	33,900.00	34,200.00	-300.00	-1
025-0201 FICA/MEDICARE	26,890	26,890	2,196.27	26,109.75	25,182.32	26,109.75	780.25	3
025-0202 GROUP HOSPITAL INSUR	49,000	49,000	3,767.60	47,076.84	40,141.89	47,076.84	1,923.16	4
025-0203 RETIREMENT	25,519	25,519	2,121.26	25,564.94	25,593.51	25,564.94	-45.94	-0
025-0301 OFFICE SUPPLIES	2,750	2,750	614.63	3,734.47	3,012.79	3,734.47	-984.47	-36
025-0321 DWI/DUI TESTING	0	0	0.00	0.00	0.00	0.00	0.00	***
025-0335 AUTO REPAIR, FUEL, E	1,500	1,500	283.20	2,642.57	1,974.61	2,642.57	-1,142.57	-76
025-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
025-0405 DUES & SUBSCRIPTIONS	400	400	0.00	395.00	405.00	395.00	5.00	1
025-0428 TRAVEL & TRAINING	4,000	4,000	2,598.00	4,347.79	3,690.20	4,347.79	-347.79	-9
025-0435 BOOKS	4,520	4,520	352.89	4,842.00	3,984.85	4,842.00	-322.00	-7
025-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY ATTORNEY	466,264	466,264	41,518.95	466,935.42	445,554.46	466,935.42	-671.42	-0

## 001 - GENERAL FUND - CRISIS INTERVENTION/CJD

VOL. 82 PG. 974

Prepared by the Tom Green County Auditor's Office  
Page 23 of 49

Tom Green Auditor

**BUDGETARY ACCOUNTING SYSTEM**  
**Statement of Expenditures - Budget vs Actual vs Last Year**  
**GENERAL FUND**

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 11

## 001 - GENERAL FUND - CRISIS INTERVENTION/CJD

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
026-0105 SALARY/EMPLOYEES	0	0	525.83	17,876.63	4,626.54	17,876.63	-17,876.63	***
026-0108 SALARY/PARTTIME	0	0	0.00	10,347.50	720.00	10,347.50	-10,347.50	***
026-0201 FICA/MEDICARE	0	0	40.23	2,123.60	399.41	2,123.60	-2,123.60	***
026-0202 GROUP HOSPITAL INSUR	0	0	0.00	2,502.28	742.97	2,502.28	-2,502.28	***
026-0203 RETIREMENT	0	0	37.70	1,236.11	346.79	1,236.11	-1,236.11	***
026-0204 WORKERS COMPENSATION	0	0	0.00	0.00	116.00	0.00	0.00	***
026-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
026-0388 CELLULAR PHONE/PAGER	0	0	210.28	280.23	0.00	280.23	-280.23	***
026-0428 TRAVEL & TRAINING	0	0	1,297.60	2,948.55	943.50	3,461.35	-3,461.35	***
026-0475 EQUIPMENT	0	0	0.00	5,367.05	1,149.38	5,367.05	-5,367.05	***
026-0674 CONTRACT SERVICE	0	0	195.00	1,950.00	0.00	1,950.00	-1,950.00	***
026-0676 SUPPLIES & OPERATING	0	0	136.35	6,616.37	1,502.63	6,616.37	-6,616.37	***
026-0684 SUPPORT GROUP SUPPLI	0	0	107.58	119.95	0.00	119.95	-119.95	***
026-0685 VEHICLE OPERATING CO	0	0	0.00	41.95	0.00	41.95	-41.95	***
<b>TOTAL CRISIS INTERVENTION/CJD</b>	<b>0</b>	<b>0</b>	<b>2,550.57</b>	<b>51,410.22</b>	<b>10,547.22</b>	<b>51,923.02</b>	<b>-51,923.02</b>	<b>***</b>

## 001 - GENERAL FUND - DOMESTIC VIOLENCE PROSECUTION UNIT

027-0103 SALARY/ASSISTANTS	54,512	54,512	2,477.83	56,124.49	57,334.96	56,124.49	-1,612.49	-3
027-0105 SALARY/EMPLOYEES	24,857	24,857	0.00	24,912.04	26,455.20	24,912.04	-55.04	-0
027-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
027-0201 FICA/MEDICARE	6,072	6,072	180.16	6,001.00	6,235.97	6,001.00	71.00	1
027-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	7,446.90	6,211.63	7,446.90	2,353.10	24
027-0203 RETIREMENT	5,762	5,762	177.66	5,886.69	6,278.53	5,886.69	-124.69	-2
027-0204 WORKERS COMPENSATION	500	500	0.00	0.00	1,068.00	0.00	500.00	100
027-0205 UNEMPLOYMENT INSURAN	128	128	0.00	0.00	0.00	0.00	128.00	100
027-0301 OFFICE SUPPLIES	0	0	64.55	131.75	450.98	131.75	-131.75	***
027-0428 TRAVEL & TRAINING	5,000	5,000	467.75	3,337.04	4,989.71	3,337.04	1,662.96	33
027-0676 SUPPLIES & OPERATING	7,000	7,000	687.28	6,805.17	11,815.53	6,805.17	194.83	3
<b>TOTAL DOMESTIC VIOLENCE PROSE</b>	<b>113,631</b>	<b>113,631</b>	<b>4,808.75</b>	<b>110,645.08</b>	<b>120,840.51</b>	<b>110,645.08</b>	<b>2,985.92</b>	<b>3</b>

## 001 - GENERAL FUND - CRISIS INTERVENTION/OAG

028-0105 SALARY/EMPLOYEES	47,451	47,451	1,573.41	32,179.39	47,316.96	32,179.39	15,271.61	32
028-0201 FICA/MEDICARE	3,630	3,630	118.15	2,390.60	3,526.06	2,390.60	1,239.40	34
028-0202 GROUP HOSPITAL INSUR	8,983	8,983	0.00	4,191.24	7,292.01	4,191.24	4,791.76	53
028-0203 RETIREMENT	3,445	3,445	112.81	2,340.26	3,544.33	2,340.26	1,104.74	32
028-0204 WORKERS COMPENSATION	949	949	0.00	0.00	0.00	0.00	949.00	100
028-0205 UNEMPLOYMENT INSURAN	50	50	0.00	0.00	0.00	0.00	50.00	100
028-0388 CELLULAR PHONE/PAGER	1,000	1,000	0.00	0.00	757.51	0.00	1,000.00	100
028-0428 TRAVEL & TRAINING	2,000	2,000	0.00	154.00	1,299.25	154.00	1,846.00	92
028-0676 SUPPLIES & OPERATING	4,000	4,000	0.00	0.00	921.52	232.58	3,767.42	94
<b>TOTAL CRISIS INTERVENTION/OAG</b>	<b>71,508</b>	<b>71,508</b>	<b>1,804.37</b>	<b>41,255.49</b>	<b>64,657.64</b>	<b>41,488.07</b>	<b>30,019.93</b>	<b>42</b>

VOL. 82 PG. 975

Prepared by the Tom Green County Auditor's Office

Page 24 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 12

## 001 - GENERAL FUND - FAMILY VIOLENCE INVESTIGATOR

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
029-0135 SALARY/SERGEANTS	0	0	2,532.16	30,385.92	29,970.17	30,385.92	-30,385.92	***
029-0201 FICA/MEDICARE	0	0	197.54	2,370.48	2,338.62	2,370.48	-2,370.48	***
029-0202 GROUP HOSPITAL INSUR	0	0	376.76	4,707.67	4,017.49	4,707.67	-4,707.67	***
029-0203 RETIREMENT	0	0	185.14	2,248.80	2,290.77	2,248.80	-2,248.80	***
029-0204 WORKERS COMPENSATION	0	0	0.00	0.00	996.00	0.00	0.00	***
029-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
029-0391 UNIFORMS	0	0	50.00	600.00	600.00	600.00	-600.00	***
029-0676 SUPPLIES & OPERATING	0	0	0.00	936.76	2,344.12	936.76	-936.76	***
TOTAL FAMILY VIOLENCE INVESTI	0	0	3,341.60	41,249.63	42,557.17	41,249.63	-41,249.63	***

## 001 - GENERAL FUND - ELECTIONS

030-0105 SALARY/EMPLOYEES	33,671	33,671	2,805.90	33,670.80	32,819.37	33,670.80	0.20	0
030-0108 SALARY/PARTTIME	7,107	7,107	369.00	6,069.00	11,672.18	6,069.00	1,038.00	15
030-0109 SALARY/SUPERVISOR	35,312	35,312	2,942.72	35,312.64	34,451.28	35,312.64	-0.64	-0
030-0201 FICA/MEDICARE	5,858	5,858	577.73	6,301.10	6,069.52	6,301.10	-443.10	-8
030-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	14,123.01	12,052.47	14,123.01	576.99	4
030-0203 RETIREMENT	5,559	5,559	415.04	5,129.09	5,645.76	5,129.09	429.91	8
030-0301 OFFICE SUPPLIES	3,000	3,000	527.24	3,453.95	3,375.06	3,453.95	-453.95	-15
030-0329 ELECTION SUPPLIES	28,000	28,000	1,041.97	29,177.15	26,622.00	29,177.15	-1,177.15	-4
030-0403 BOND PREMIUMS	50	50	0.00	50.00	50.00	50.00	0.00	0
030-0405 DUES & SUBSCRIPTIONS	200	200	0.00	35.00	45.00	35.00	165.00	83
030-0421 POSTAGE	0	0	0.00	0.00	11,660.00	0.00	0.00	***
030-0422 ELECTION WORKER PAYM	30,000	30,000	6,375.00	48,348.25	20,324.75	48,348.25	-18,348.25	-61
030-0427 AUTO ALLOWANCE	480	480	40.00	480.00	397.92	480.00	0.00	0
030-0428 TRAVEL & TRAINING	1,500	1,500	0.00	1,517.83	813.00	1,517.83	-17.83	-1
030-0449 COMPUTER EQUIPMENT M	3,500	3,500	0.00	2,115.00	3,000.00	2,115.00	1,385.00	40
030-0469 SOFTWARE EXPENSE	2,500	2,500	0.00	715.50	2,195.97	715.50	1,784.50	71
030-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
030-0485 VOTER REGISTRATION	5,000	5,000	2,115.00	5,645.00	3,373.81	5,645.00	-645.00	-13
030-0496 NOTARY BOND	71	71	0.00	0.00	0.00	0.00	71.00	100
TOTAL ELECTIONS	176,508	176,508	18,339.88	192,143.32	174,568.09	192,143.32	-15,635.32	-9

## 001 - GENERAL FUND - FELONY FAMILY VIOLENCE VICTIMS' ASSISTANCE

031-0105 SALARY/EMPLOYEES	25,253	25,253	0.00	29,021.23	31,769.30	29,021.23	-3,768.23	-15
031-0201 FICA/MEDICARE	1,932	1,932	0.00	2,220.17	2,430.59	2,220.17	-288.17	-15
031-0202 GROUP HOSPITAL INSUR	7,350	7,350	0.00	1,788.26	4,676.21	1,788.26	5,561.74	76
031-0203 RETIREMENT	1,833	1,833	0.00	2,110.21	2,380.44	2,110.21	-277.21	-15
031-0204 WORKERS COMPENSATION	165	165	0.00	0.00	104.00	0.00	165.00	100
031-0205 UNEMPLOYMENT INSURAN	85	85	0.00	0.00	0.00	0.00	85.00	100
031-0428 TRAVEL & TRAINING	0	0	171.59	1,196.74	1,374.83	1,471.74	-1,471.74	***
031-0675 PROFESSIONAL FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
031-0676 SUPPLIES & OPERATING	2,000	2,000	63.32	1,875.99	4,167.87	1,875.99	124.01	6
TOTAL FELONY FAMILY VIOLENCE	38,618	38,618	234.91	38,212.60	46,903.24	38,487.60	130.40	0

VOL. 82 PG. 976

Prepared by the Tom Green County Auditor's Office  
Page 25 of 49

Tom Green Auditor

**BUDGETARY ACCOUNTING SYSTEM**  
**Statement of Expenditures - Budget vs Actual vs Last Year**  
**GENERAL FUND**

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 13

## 001 - GENERAL FUND - BLOCK GRANTS

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
032-0300 OPERATING SUPPLIES	0	0	0.00	0.00	6,652.48	0.00	0.00	***
032-0423 CONTRACTOR FEES	0	0	0.00	0.00	115,000.00	0.00	0.00	***
032-0445 SOFTWARE MAINTENANCE	0	0	0.00	0.00	53,150.00	0.00	0.00	***
032-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	91,482.40	0.00	0.00	***
032-0482 CAPITALIZED SOFTWARE	0	0	0.00	0.00	22,770.00	0.00	0.00	***
032-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
032-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL BLOCK GRANTS</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>289,054.88</b>	<b>0.00</b>	<b>0.00</b>	<b>***</b>

## 001 - GENERAL FUND - DWI/DRUG COURT

033-0101 SALARY/ELECTED OFFIC	0	0	1,055.87	26,396.75	0.00	26,396.75	-26,396.75	***
033-0103 SALARY/ASSISTANTS	0	0	208.33	5,208.25	0.00	5,208.25	-5,208.25	***
033-0105 SALARY/EMPLOYEES	0	0	1,642.54	43,374.72	0.00	43,374.72	-43,374.72	***
033-0201 FICA/MEDICARE	0	0	208.21	5,486.68	0.00	5,486.68	-5,486.68	***
033-0203 RETIREMENT	0	0	154.63	4,147.04	0.00	4,147.04	-4,147.04	***
033-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL DWI/DRUG COURT</b>	<b>0</b>	<b>0</b>	<b>3,269.58</b>	<b>84,613.44</b>	<b>0.00</b>	<b>84,613.44</b>	<b>-84,613.44</b>	<b>***</b>

## 001 - GENERAL FUND - VICTIM WITNESS ASSISTANCE PROGRAM

034-0105 SALARY/EMPLOYEES	27,500	27,500	0.00	27,500.00	30,000.00	27,500.00	0.00	0
034-0201 FICA/MEDICARE	2,104	2,104	0.00	2,007.72	2,198.10	2,007.72	96.28	5
034-0202 GROUP HOSPITAL INSUR	4,900	4,900	0.00	4,330.91	4,017.49	4,330.91	569.09	12
034-0203 RETIREMENT	1,997	1,997	0.00	1,998.08	2,247.78	1,998.08	-1.08	-0
034-0204 WORKERS COMPENSATION	550	550	0.00	0.00	98.00	0.00	550.00	100
034-0428 TRAVEL & TRAINING	910	910	0.00	50.00	760.00	50.00	860.00	95
034-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	150.00	0.00	0.00	***
<b>TOTAL VICTIM WITNESS ASSISTAN</b>	<b>37,961</b>	<b>37,961</b>	<b>0.00</b>	<b>35,886.71</b>	<b>39,471.37</b>	<b>35,886.71</b>	<b>2,074.29</b>	<b>5</b>

## 001 - GENERAL FUND - COUNTY AUDITOR

035-0102 SALARY/DISTRICT JUDG	184,292	184,292	17,732.22	186,666.48	152,047.60	186,666.48	-2,374.48	-1
035-0105 SALARY/EMPLOYEES	0	0	0.00	0.00	0.00	0.00	0.00	***
035-0108 SALARY/PARTTIME	0	0	0.00	0.00	5,726.88	0.00	0.00	***
035-0201 FICA/MEDICARE	14,649	14,649	1,382.07	14,597.75	12,480.56	14,597.75	51.25	0
035-0202 GROUP HOSPITAL INSUR	24,500	24,500	1,507.04	23,161.59	17,778.86	23,161.59	1,338.41	5
035-0203 RETIREMENT	13,902	13,902	1,314.41	14,067.75	11,936.46	14,067.75	-165.75	-1
035-0207 PROFESSIONAL SERVICE	7,200	7,200	600.00	7,200.00	7,200.00	7,200.00	0.00	0
035-0301 OFFICE SUPPLIES	1,800	1,800	152.34	1,266.36	1,813.87	1,266.36	533.64	30
035-0403 BOND PREMIUMS	100	100	0.00	92.50	0.00	92.50	7.50	8
035-0405 DUES & SUBSCRIPTIONS	1,250	1,250	0.00	1,257.50	830.00	1,257.50	-7.50	-1
035-0428 TRAVEL & TRAINING	5,000	5,000	120.00	6,372.49	2,548.46	6,372.49	-1,372.49	-27
035-0429 IN/COUNTY TRAVEL	100	100	0.00	31.92	69.72	31.92	68.08	68
035-0435 BOOKS	0	0	0.00	127.00	35.00	127.00	-127.00	***

VOL. 82 PG. 977

Prepared by the Tom Green County Auditor's Office  
Page 26 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 14

## 001 - GENERAL FUND - COUNTY AUDITOR

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
035-0469 SOFTWARE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	***
035-0475 EQUIPMENT	750	750	175.00	175.00	414.99	175.00	575.00	77
035-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY AUDITOR	253,543	253,543	22,983.08	255,016.34	212,882.40	255,016.34	-1,473.34	-1

## 001 - GENERAL FUND - COUNTY TREASURER

036-0101 SALARY/ELECTED OFFIC	44,584	44,584	3,715.34	44,584.08	43,076.16	44,584.08	-0.08	-0
036-0104 SALARY/CHIEF DEPUTY	26,862	26,862	2,238.52	26,862.24	23,157.36	26,862.24	-0.24	-0
036-0105 SALARY/EMPLOYEES	40,453	40,453	3,341.08	36,900.19	36,222.76	36,900.19	3,552.81	9
036-0108 SALARY/PARTTIME	16,000	16,000	768.05	12,226.96	7,194.50	12,226.96	3,773.04	24
036-0139 CONTRACT LABOR	0	0	0.00	644.80	0.00	644.80	-644.80	***
036-0201 FICA/MEDICARE	9,907	9,907	754.28	9,055.08	8,260.63	9,055.08	851.92	9
036-0202 GROUP HOSPITAL INSUR	19,600	19,600	1,507.04	16,862.38	14,093.68	16,862.38	2,737.62	14
036-0203 RETIREMENT	9,402	9,402	721.57	8,698.32	8,300.17	8,698.32	703.68	7
036-0301 OFFICE SUPPLIES	7,500	7,500	1,888.18	7,565.91	6,129.94	7,565.91	-65.91	-1
036-0388 CELLULAR PHONE/PAGER	500	500	44.00	528.00	528.00	528.00	-28.00	-6
036-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
036-0405 DUES & SUBSCRIPTIONS	330	330	0.00	608.75	330.00	608.75	-278.75	-84
036-0427 AUTO ALLOWANCE	1,100	1,100	91.66	1,099.92	600.00	1,099.92	0.08	0
036-0428 TRAVEL & TRAINING	5,600	5,600	11.20	5,666.76	5,370.08	5,666.76	-66.76	-1
036-0470 CAPITALIZED EQUIPMEN	7,600	7,600	0.00	0.00	0.00	0.00	7,600.00	100
036-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
036-0514 SPECIAL PROJECTS	5,200	5,200	0.00	12,788.68	0.00	12,788.68	-7,588.68	146
TOTAL COUNTY TREASURER	194,638	194,638	15,080.92	184,092.07	153,263.28	184,092.07	10,545.93	5

## 001 - GENERAL FUND - TAX ASSESSOR COLLECTOR

037-0101 SALARY/ELECTED OFFIC	44,584	44,584	3,715.34	44,584.08	43,076.16	44,584.08	-0.08	-0
037-0104 SALARY/CHIEF DEPUTY	24,955	24,955	2,079.58	24,954.96	24,346.32	24,954.96	0.04	0
037-0105 SALARY/EMPLOYEES	235,390	235,390	19,389.50	225,772.94	226,663.82	225,772.94	9,617.06	4
037-0108 SALARY/PARTTIME	5,490	5,490	0.00	3,959.06	3,584.42	3,959.06	1,530.94	28
037-0201 FICA/MEDICARE	23,747	23,747	1,851.52	21,971.61	21,998.24	21,971.61	1,775.39	7
037-0202 GROUP HOSPITAL INSUR	73,500	73,500	4,898.15	58,838.02	57,167.42	58,838.02	14,661.98	20
037-0203 RETIREMENT	22,536	22,536	1,805.75	21,724.86	22,302.40	21,724.86	811.14	4
037-0301 OFFICE SUPPLIES	4,600	4,600	181.52	4,329.90	2,855.96	4,329.90	270.10	6
037-0403 BOND PREMIUMS	3,728	3,728	0.00	4,162.00	0.00	4,162.00	-434.00	-12
037-0405 DUES & SUBSCRIPTIONS	600	600	0.00	575.00	476.90	575.00	25.00	4
037-0428 TRAVEL & TRAINING	2,000	2,000	0.00	1,212.50	1,603.00	1,212.50	787.50	39
037-0445 SOFTWARE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	***
037-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
037-0496 NOTARY BOND	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL TAX ASSESSOR COLLECTOR	441,130	441,130	33,921.36	412,084.93	404,074.64	412,084.93	29,045.07	7

VOL. 82 PG. 978

Prepared by the Tom Green County Auditor's Office  
Page 27 of 49

## 001 - GENERAL FUND - COUNTY DETENTION FACILITY

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%m
042-0105 SALARY/EMPLOYEES	1,881,589	1,881,589	144,931.55	1,833,178.42	1,804,706.64	1,833,178.42	48,410.58	3
042-0108 SALARY/PARTTIME	0	0	0.00	446.15	0.00	446.15	-446.15	***
042-0119 SALARY/OVERTIME	7,500	7,500	0.00	5,860.83	6,380.99	5,860.83	1,639.17	22
042-0127 JAIL NURSE	108,358	108,358	8,874.48	96,876.86	82,633.23	96,876.86	11,481.14	11
042-0134 SALARY/LIEUTENANTS	29,644	29,644	2,353.34	29,234.58	28,920.96	29,234.58	409.42	1
042-0135 SALARY/SERGEANTS	104,166	104,166	8,627.44	102,958.49	100,437.58	102,958.49	1,207.51	1
042-0136 SALARY/CORPORALS	188,778	188,778	15,844.14	188,869.93	190,647.86	188,869.93	-91.93	-0
042-0137 SALARY/CLERKS	111,583	111,583	6,278.52	73,474.20	73,969.68	73,474.20	38,108.80	34
042-0138 SALARY/CAPTAIN	40,876	40,876	3,406.36	40,876.32	39,879.36	40,876.32	-0.32	-0
042-0139 CONTRACT LABOR	0	0	0.00	2,794.50	0.00	2,794.50	-2,794.50	***
042-0140 COMMISSARY CLERKS	0	0	2,980.32	32,110.50	31,381.71	32,110.50	-32,110.50	***
042-0142 MED RECORDS SALARY A	0	0	0.00	0.00	0.00	0.00	0.00	***
042-0150 NON-REGULAR INMATE T	35,331	35,331	1,463.11	18,949.77	16,561.09	18,949.77	16,381.23	46
042-0201 FICA/MEDICARE	191,849	191,849	14,649.00	181,905.43	176,904.71	181,905.43	9,943.57	5
042-0202 GROUP HOSPITAL INSUR	514,500	514,500	33,155.42	443,177.01	382,542.24	443,177.01	71,322.99	14
042-0203 RETIREMENT	182,068	182,068	14,124.00	176,334.84	175,761.03	176,334.84	5,733.16	3
042-0215 TB TESTING	500	500	0.00	0.00	0.00	0.00	500.00	100
042-0301 OFFICE SUPPLIES	11,500	11,500	3,427.85	12,599.66	9,093.01	15,129.05	-3,629.05	-32
042-0303 SANITATION SUPPLIES	33,500	33,500	6,537.59	51,062.37	43,644.13	53,002.23	-19,502.23	-58
042-0308 STATE INMATE MEALS	80,000	80,000	14,003.28	95,804.94	118,195.54	95,804.94	-15,804.94	-20
042-0328 KITCHEN SUPPLIES	1,400	1,400	0.00	1,247.95	1,224.28	1,247.95	152.05	11
042-0330 GROCERIES	400,000	400,000	91,110.96	515,191.62	448,246.23	515,191.62	-115,191.62	-29
042-0333 PHOTO SUPPLIES	750	750	364.00	1,260.64	988.29	1,624.64	-874.64	117
042-0358 SAFETY EQUIPMENT	500	500	333.50	442.45	372.25	442.45	57.55	12
042-0388 CELLULAR PHONE/PAGER	2,300	2,300	296.81	1,487.87	1,235.82	1,487.87	812.13	35
042-0391 UNIFORMS	16,600	16,600	23,565.90	30,226.92	10,998.22	30,226.92	-13,626.92	-82
042-0407 LEGAL REPRESENTATION	25,000	25,000	408.00	13,748.55	15,486.78	13,748.55	11,251.45	45
042-0428 TRAVEL & TRAINING	10,000	10,000	1,784.49	9,352.78	8,291.07	11,106.38	-1,106.38	-11
042-0447 MEDICAL EXPENSE	30,000	30,000	7,500.00	30,000.00	30,000.00	30,000.00	0.00	0
042-0451 RADIO RENT & REPAIR	4,000	4,000	190.00	4,192.40	12,053.25	4,192.40	-192.40	-5
042-0475 EQUIPMENT	0	0	8,422.86	8,494.43	306.66	40,508.85	-40,508.85	***
042-0496 NOTARY BOND	355	355	-15.30	-52.10	284.00	-52.10	407.10	115
042-0511 INMATE MEDICAL EXPEN	42,770	42,770	15,343.10	59,082.28	40,086.97	59,082.28	-16,312.28	-38
042-0514 SPECIAL PROJECTS	10,000	10,000	3,544.46	3,684.55	0.00	5,079.55	4,920.45	49
042-0550 PRISONER HOUSING	1,500	1,500	112,930.00	280,969.00	127,470.00	280,969.00	-279,469.00	631
042-0902 AIC/CHAP CONTRIBUTIO	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COUNTY DETENTION FACILI	4,066,917	4,066,917	546,435.18	4,345,844.14	3,978,703.58	4,385,840.41	-318,923.41	-8

## 001 - GENERAL FUND - JUVENILE DETENTION FACILITY

043-0105 SALARY/EMPLOYEES	357,631	357,631	23,737.36	303,374.69	308,529.55	303,374.69	54,256.31	15
043-0108 SALARY/PARTTIME	84,672	84,672	3,924.65	76,326.28	80,919.64	76,326.28	8,345.72	10
043-0201 FICA/MEDICARE	33,805	33,805	2,070.45	28,694.82	29,453.98	28,694.82	5,110.18	15
043-0202 GROUP HOSPITAL INSUR	73,500	73,500	4,800.96	52,496.74	44,014.17	52,496.74	21,003.26	29
043-0203 RETIREMENT	25,964	25,964	1,706.60	22,015.14	22,873.77	22,015.14	3,948.86	15
043-0301 OFFICE SUPPLIES	2,000	2,000	258.98	2,119.87	3,902.24	2,119.87	-119.87	-6
043-0306 EDUCATION MATERIALS	2,000	2,000	1,187.61	1,996.15	1,531.89	1,996.15	3.85	0
043-0328 KITCHEN SUPPLIES	1,000	1,000	0.00	754.79	990.02	754.79	245.21	25
043-0330 GROCERIES	24,000	24,000	3,696.65	34,574.44	17,289.05	34,574.44	-10,574.44	-44



Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:10 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 16

001 - GENERAL FUND - JUVENILE DETENTION FACILITY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
043-0331 BEDDING & LINENS	2,000	2,000	0.00	1,489.76	1,781.94	1,489.76	510.24	26
043-0332 INMATE UNIFORMS	2,000	2,000	824.43	2,152.77	1,751.60	2,152.77	-152.77	-8
043-0390 LAUNDRY AND TOILETRY	4,500	4,500	323.04	4,133.56	4,254.01	4,525.90	-25.90	-1
043-0428 TRAVEL & TRAINING	7,500	7,500	2,314.62	5,642.62	3,028.96	5,642.62	1,857.38	25
043-0447 MEDICAL EXPENSE	11,000	11,000	2,194.72	21,921.61	9,111.20	21,921.61	-10,921.61	-99
043-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
043-0497 CHILD CARE/NON/RESID	4,000	4,000	0.00	330.00	166.00	330.00	3,670.00	92
TOTAL JUVENILE DETENTION FACI	635,572	635,572	47,040.07	558,023.24	529,598.02	558,415.58	77,156.42	12

001 - GENERAL FUND - RKR JUVENILE CENTER

044-0103 SALARY/ASSISTANTS	36,000	36,000	3,075.00	36,900.00	33,021.54	36,900.00	-900.00	-3
044-0105 SALARY/EMPLOYEES	376,127	376,127	1,282.97	161,506.77	256,009.10	161,506.77	214,620.23	57
044-0108 SALARY/PARTTIME	150,000	150,000	0.00	78,542.31	178,592.57	78,542.31	71,457.69	48
044-0109 SALARY/SUPERVISOR	42,025	42,025	0.00	0.00	41,314.20	0.00	42,025.00	100
044-0201 FICA/MEDICARE	46,302	46,302	327.33	20,845.93	38,402.23	20,845.93	25,456.07	55
044-0202 GROUP HOSPITAL INSUR	68,600	68,600	0.00	30,918.91	43,686.50	30,918.91	37,681.09	55
044-0203 RETIREMENT	43,941	43,941	312.47	14,413.73	24,643.22	14,413.73	29,527.27	67
044-0301 OFFICE SUPPLIES	6,000	6,000	634.30	3,168.24	4,702.30	3,666.64	2,333.36	39
044-0303 SANITATION SUPPLIES	6,000	6,000	38.77	2,617.19	5,181.78	2,617.19	3,382.81	56
044-0328 KITCHEN SUPPLIES	2,000	2,000	8.22	1,387.12	1,270.25	1,387.12	612.88	31
044-0330 GROCERIES	56,000	56,000	370.21	31,453.15	19,020.89	31,453.15	24,546.85	44
044-0331 BEDDING & LINENS	0	0	0.00	0.00	0.00	0.00	0.00	***
044-0332 INMATE UNIFORMS	0	0	0.00	0.00	0.00	0.00	0.00	***
044-0335 AUTO REPAIR, FUEL, E	2,500	2,500	55.05	751.49	238.13	751.49	1,748.51	70
044-0350 JANITORIAL SUPPLIES	0	0	0.00	0.00	1,891.44	0.00	0.00	***
044-0353 RESIDENT SUPPLIES	7,500	7,500	96.67	5,443.03	8,142.42	5,443.03	2,056.97	27
044-0388 CELLULAR PHONE/PAGER	1,000	1,000	-62.50	1,759.70	2,299.53	1,759.70	-759.70	-76
044-0390 LAUNDRY AND TOILETRY	0	0	0.00	0.00	49.62	0.00	0.00	***
044-0405 DUES & SUBSCRIPTIONS	1,920	1,920	0.00	166.00	130.00	166.00	1,754.00	91
044-0420 TELEPHONE	2,100	2,100	103.52	1,896.40	1,676.52	1,896.40	203.60	10
044-0421 POSTAGE	1,000	1,000	0.00	301.83	394.32	301.83	698.17	70
044-0427 AUTO ALLOWANCE	1,100	1,100	0.00	0.00	0.00	0.00	1,100.00	100
044-0428 TRAVEL & TRAINING	15,000	15,000	82.78	2,598.01	14,461.72	2,598.01	12,401.99	83
044-0431 EMPLOYEE MEDICAL	0	0	0.00	0.00	0.00	0.00	0.00	***
044-0440 UTILITIES	32,000	32,000	4,853.74	28,326.15	27,972.53	28,326.15	3,673.85	11
044-0447 MEDICAL EXPENSE	8,000	8,000	226.00	-3,179.04	-4,287.84	-3,179.04	11,179.04	140
044-0475 EQUIPMENT	10,000	10,000	0.00	5,078.07	15,409.14	5,078.07	4,921.93	49
044-0530 BUILDING REPAIR	4,000	4,000	618.03	9,059.41	7,363.35	9,059.41	-5,059.41	126
044-0571 AUTOMOBILES	17,000	17,000	0.00	14,240.00	0.00	14,240.00	2,760.00	16
044-0678 CONTRACT SERVICE FOR	10,000	10,000	0.00	16,580.00	9,274.20	16,580.00	-6,580.00	-66
TOTAL RKR JUVENILE CENTER	946,115	946,115	12,022.56	464,774.40	730,859.66	465,272.80	480,842.20	51

001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 1

045-0362 EAST CONCHO VOLUNTEE	5,500	5,500	0.00	5,500.00	5,000.00	5,500.00	0.00	0
045-0363 MERETA VOLUNTEER FIR	3,500	3,500	0.00	3,500.00	3,000.00	3,500.00	0.00	0

VOL. 82 PG. 980

Prepared by the Tom Green County Auditor's Office  
Page 29 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 17

## 001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 1

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
TOTAL VOLUNTEER FIRE DEPT, PR	9,000	9,000	0.00	9,000.00	8,000.00	9,000.00	0.00	0

## 001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 2

046-0364 WALL VOLUNTEER FIRE	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
046-0399 PECAN CREEK FIRE DEP	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	9,000	9,000	0.00	9,000.00	8,000.00	9,000.00	0.00	0

## 001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 3

047-0455 CIVIL DEFENSE SIREN	300	300	25.42	155.70	166.30	155.70	144.30	48
047-0456 WATER VALLEY VOL FIR	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
047-0457 CARLSBAD VOLUNTEER F	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
047-0458 GRAPE CREEK VOL FIRE	8,500	8,500	0.00	8,500.00	8,000.00	8,500.00	0.00	0
047-0461 QUAIL VALLEY VOL FIR	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	22,300	22,300	25.42	22,155.70	20,166.30	22,155.70	144.30	1

## 001 - GENERAL FUND - VOLUNTEER FIRE DEPT, PRCT 4

048-0448 CHRISTOVAL VOL FIRE	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
048-0455 CIVIL DEFENSE SIREN	150	150	25.42	153.94	166.70	153.94	-3.94	-3
048-0466 DOVE CREEK VOL FIRE	4,500	4,500	0.00	4,500.00	4,000.00	4,500.00	0.00	0
TOTAL VOLUNTEER FIRE DEPT, PR	9,150	9,150	25.42	9,153.94	8,166.70	9,153.94	-3.94	-0

## 001 - GENERAL FUND - TITLE IV COMMUNITY SERVICE GRANT

049-0105 SALARY/EMPLOYEES	0	0	0.00	31,363.94	21,028.73	31,363.94	-31,363.94	***
049-0201 FICA/MEDICARE	0	0	0.00	2,348.78	1,599.55	2,348.78	-2,348.78	***
049-0202 GROUP HOSPITAL INSUR	0	0	0.00	0.00	2,268.97	0.00	0.00	***
049-0203 RETIREMENT	0	0	0.00	2,284.80	1,526.70	2,284.80	-2,284.80	***
049-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
049-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
049-0388 CELLULAR PHONE/PAGER	0	0	-80.30	355.80	511.65	355.80	-355.80	***
049-0428 TRAVEL & TRAINING	0	0	0.00	1,292.90	2,677.45	1,292.90	-1,292.90	***
049-0675 PROFESSIONAL FEES	0	0	0.00	0.00	11,000.00	0.00	0.00	***
049-0676 SUPPLIES & OPERATING	0	0	0.00	17,841.28	11,458.52	17,841.28	-17,841.28	***
TOTAL TITLE IV COMMUNITY SERV	0	0	-80.30	55,487.50	52,071.57	55,487.50	-55,487.50	***

## 001 - GENERAL FUND - CONSTABLE, PRCT 1

050-0101 SALARY/ELECTED OFFIC	29,211	29,211	2,435.10	29,221.20	28,223.04	29,221.20	-10.20	-0
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VOL. 82 PG. 981

Prepared by the Tom Green County Auditor's Office  
Page 30 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 18

## 001 - GENERAL FUND - CONSTABLE, PRCT 1

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
050-0201 FICA/MEDICARE	2,885	2,885	215.82	2,655.66	2,709.84	2,655.66	229.34	8
050-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	4,017.49	4,707.67	192.33	4
050-0203 RETIREMENT	2,738	2,738	225.38	2,737.56	2,654.04	2,737.56	0.44	0
050-0301 OFFICE SUPPLIES	100	100	0.00	0.00	179.52	0.00	100.00	100
050-0388 CELLULAR PHONE/PAGER	250	250	51.93	324.08	315.32	324.08	-74.08	-30
050-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
050-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
TOTAL CONSTABLE, PRCT 1	48,762	48,762	4,013.33	48,323.75	45,299.25	48,323.75	438.25	1

## 001 - GENERAL FUND - CONSTABLE, PRCT 2

051-0101 SALARY/ELECTED OFFIC	27,945	27,945	2,328.76	27,945.12	27,101.92	27,945.12	-0.12	-0
051-0145 MHU SUPPLEMENT	5,471	5,471	455.92	5,471.04	0.00	5,471.04	-0.04	-0
051-0201 FICA/MEDICARE	3,207	3,207	246.23	2,999.97	2,471.71	2,999.97	207.03	6
051-0202 GROUP HOSPITAL INSUR	4,900	4,900	21.06	229.94	507.26	229.94	4,670.06	95
051-0203 RETIREMENT	3,043	3,043	232.57	2,867.59	2,447.94	2,867.59	175.41	6
051-0301 OFFICE SUPPLIES	150	150	62.15	129.45	81.96	129.45	20.55	14
051-0388 CELLULAR PHONE/PAGER	600	600	40.50	493.50	606.36	493.50	106.50	18
051-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
051-0427 AUTO ALLOWANCE	8,500	8,500	434.01	8,011.82	7,043.91	8,011.82	488.18	6
051-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
051-0475 EQUIPMENT	0	0	-226.25	128.70	0.00	128.70	-128.70	***
TOTAL CONSTABLE, PRCT 2	53,994	53,994	3,594.95	48,454.63	40,261.06	48,454.63	5,539.37	10

## 001 - GENERAL FUND - CONSTABLE, PRCT 3

052-0101 SALARY/ELECTED OFFIC	29,211	29,211	2,434.24	29,210.88	27,874.60	29,210.88	0.12	0
052-0145 MHU SUPPLEMENT	5,471	5,471	455.92	5,471.04	5,472.00	5,471.04	-0.04	-0
052-0201 FICA/MEDICARE	3,303	3,303	258.53	3,078.09	2,940.92	3,078.09	224.91	7
052-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	4,017.49	4,707.67	192.33	4
052-0203 RETIREMENT	3,135	3,135	246.13	2,961.29	2,916.08	2,961.29	173.71	6
052-0301 OFFICE SUPPLIES	100	100	0.00	14.77	80.96	14.77	85.23	85
052-0388 CELLULAR PHONE/PAGER	600	600	81.82	636.75	488.20	636.75	-36.75	-6
052-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
052-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,334.22	7,097.82	8,334.22	165.78	2
052-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL CONSTABLE, PRCT 3	55,398	55,398	4,561.74	54,592.21	50,888.07	54,592.21	805.79	1

## 001 - GENERAL FUND - CONSTABLE, PRCT 4

053-0101 SALARY/ELECTED OFFIC	29,211	29,211	2,434.24	29,210.88	28,223.04	29,210.88	0.12	0
053-0145 MHU SUPPLEMENT	5,471	5,471	455.92	5,471.04	5,472.00	5,471.04	-0.04	-0
053-0201 FICA/MEDICARE	3,303	3,303	240.89	2,816.89	2,696.61	2,816.89	486.11	15
053-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	4,017.49	4,707.67	192.33	4
053-0203 RETIREMENT	3,135	3,135	254.74	3,037.29	2,976.39	3,037.29	97.71	3

VOL. 82 PG. 982

Prepared by the Tom Green County Auditor's Office  
Page 31 of 49

**BUDGETARY ACCOUNTING SYSTEM**  
**Statement of Expenditures - Budget vs Actual vs Last Year**  
**GENERAL FUND**

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 19

**001 - GENERAL FUND - CONSTABLE, PRCT 4**

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
053-0301 OFFICE SUPPLIES	100	100	0.00	0.00	5.61	0.00	100.00	100
053-0388 CELLULAR PHONE/PAGER	600	600	63.20	662.15	706.06	662.15	-62.15	-10
053-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
053-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,433.09	7,173.47	8,433.09	66.91	1
053-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL CONSTABLE, PRCT 4</b>	<b>55,398</b>	<b>55,398</b>	<b>4,534.09</b>	<b>54,516.51</b>	<b>51,270.67</b>	<b>54,516.51</b>	<b>881.49</b>	<b>2</b>

**001 - GENERAL FUND - SHERIFF**

054-0101 SALARY/ELECTED OFFIC	53,578	53,578	4,464.82	53,577.84	51,766.08	53,577.84	0.16	0
054-0104 SALARY/CHIEF DEPUTY	42,942	42,942	3,578.56	42,942.72	41,895.36	42,942.72	-0.72	-0
054-0105 SALARY/EMPLOYEES	609,118	609,118	47,191.34	583,021.17	625,003.14	583,021.17	26,096.83	4
054-0107 SALARY/INTERNAL AFFA	30,386	30,386	2,532.16	30,385.92	31,536.80	30,385.92	0.08	0
054-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0109 SALARY/SUPERVISOR	86,839	86,839	7,062.22	87,974.18	95,330.75	87,974.18	-1,135.18	-1
054-0116 SALARY/OVERTIME HOME	0	0	0.00	0.00	14,653.94	0.00	0.00	***
054-0119 SALARY/OVERTIME	15,000	15,000	0.00	17,626.72	7,994.47	17,626.72	-2,626.72	-18
054-0131 SAFE & SOBER STEP	40,000	40,000	3,210.27	39,321.49	35,484.76	39,321.49	678.51	2
054-0134 SALARY/LIEUTENANTS	92,694	92,694	7,660.50	91,467.79	90,433.20	91,467.79	1,226.21	1
054-0135 SALARY/SERGEANTS	144,034	144,034	9,706.96	116,483.52	114,455.15	116,483.52	27,550.48	19
054-0136 SALARY/CORPORALS	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0137 SALARY/CLERKS	234,397	234,397	19,413.90	216,692.73	194,784.64	216,692.73	17,704.27	8
054-0138 SALARY/CAPTAIN	34,386	34,386	2,865.50	34,386.00	32,720.16	34,386.00	0.00	0
054-0139 CONTRACT LABOR	0	0	342.86	5,408.43	4,681.79	5,408.43	-5,408.43	***
054-0201 FICA/MEDICARE	105,828	105,828	8,001.43	97,665.40	101,104.17	97,665.40	8,162.60	8
054-0202 GROUP HOSPITAL INSUR	227,850	227,850	15,510.61	190,840.38	161,868.75	190,840.38	37,009.62	16
054-0203 RETIREMENT	100,433	100,433	7,769.40	96,155.45	101,466.21	96,155.45	4,277.55	4
054-0301 OFFICE SUPPLIES	7,500	7,500	1,571.06	10,538.64	9,029.38	10,597.77	-3,097.77	-41
054-0323 ESTRAY ANIMAL EXPEND	0	0	150.00	1,623.97	-37.58	1,698.87	-1,698.87	***
054-0324 CID/CRIMINAL INVESTI	2,000	2,000	0.00	2,822.41	2,875.25	2,822.41	-822.41	-41
054-0326 WEAPONS & AMMUNITION	0	0	0.00	0.00	-392.00	0.00	0.00	***
054-0334 LAW ENFORCEMENT BOOK	1,650	1,650	0.00	365.30	1,986.00	365.30	1,284.70	78
054-0335 AUTO REPAIR, FUEL, E	105,000	105,000	41,403.87	170,469.03	146,803.95	170,469.03	-65,469.03	-62
054-0341 TIRES & TUBES	9,500	9,500	1,914.01	5,166.18	3,230.52	5,166.18	4,333.82	46
054-0354 DWI VIDEO	1,000	1,000	0.00	282.00	6.14	282.00	718.00	72
054-0358 SAFETY EQUIPMENT	500	500	0.00	0.00	0.00	0.00	500.00	100
054-0382 LOCAL LAW ENFORCEMEN	3,200	3,200	0.00	36,767.17	15,578.00	36,767.17	-33,567.17	049
054-0388 CELLULAR PHONE/PAGER	14,000	14,000	1,744.33	14,169.86	13,113.86	14,169.86	-169.86	-1
054-0391 UNIFORMS	19,836	19,836	1,242.34	16,747.85	16,021.03	18,666.27	1,169.73	6
054-0392 BADGES	1,000	1,000	0.00	750.69	0.00	750.69	249.31	25
054-0403 BOND PREMIUMS	178	178	71.00	248.50	0.00	248.50	-70.50	-40
054-0405 DUES & SUBSCRIPTIONS	3,000	3,000	0.00	1,838.95	115.00	2,587.95	412.05	14
054-0407 LEGAL REPRESENTATION	35,000	35,000	1,360.00	33,007.87	30,585.49	33,007.87	1,992.13	6
054-0420 TELEPHONE	4,100	4,100	353.75	3,768.71	3,645.24	3,768.71	331.29	8
054-0421 POSTAGE	1,000	1,000	154.59	941.75	1,248.15	941.75	58.25	6
054-0428 TRAVEL & TRAINING	15,000	15,000	175.60	22,718.37	11,999.96	22,718.37	-7,718.37	-51
054-0431 EMPLOYEE MEDICAL	0	0	0.00	0.00	580.00	0.00	0.00	***
054-0451 RADIO RENT & REPAIR	5,000	5,000	0.00	4,908.79	9,437.13	5,048.79	-48.79	-1
054-0452 AUTO WASH & MAINTENA	400	400	42.31	101.58	422.34	101.58	298.42	75

B U D G E T A R Y   A C C O U N T I N G   S Y S T E M  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 20

## 001 - GENERAL FUND - SHERIFF

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	XRm
054-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0475 EQUIPMENT	0	0	0.00	1,222.40	7,068.44	1,222.40	-1,222.40	***
054-0484 TRAVEL/PRISONERS	30,000	30,000	5,670.33	23,615.70	14,327.93	24,287.70	5,712.30	19
054-0496 NOTARY BOND	200	200	0.00	142.00	142.00	142.00	58.00	29
054-0503 DARE PROGRAM	5,140	5,140	0.00	5,253.27	5,023.36	5,253.27	-113.27	-2
054-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
054-0571 AUTOMOBILES	108,000	108,000	0.00	102,544.00	321,576.65	230,117.04	-122,117.04	113
054-0577 K9 PROGRAM	4,500	4,500	411.57	3,403.06	7,177.70	3,555.31	944.69	21
054-0675 PROFESSIONAL FEES	0	0	0.00	1,000.00	0.00	1,000.00	-1,000.00	***
054-0680 EQUIPMENT & SUPPLIES	100,000	100,000	5,048.73	90,998.81	69,301.38	110,794.18	-10,794.18	-11
TOTAL SHERIFF	2,294,189	2,294,189	200,624.02	2,259,366.60	2,396,044.69	2,410,500.71	-116,311.71	-5

## 001 - GENERAL FUND - LEPC HAZARDOUS MATERIALS STUDY

055-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	5,275.76	0.00	0.00	***
TOTAL LEPC HAZARDOUS MATERIAL	0	0	0.00	0.00	5,275.76	0.00	0.00	***

## 001 - GENERAL FUND - JUVENILE PROBATION

056-0102 SALARY/DISTRICT JUDGE	59,584	59,584	4,965.34	59,584.08	58,131.12	59,584.08	-0.08	-0
056-0105 SALARY/EMPLOYEES	482,633	482,633	33,150.46	456,747.69	475,759.20	456,747.69	25,885.31	5
056-0125 JUVENILE BOARD	6,000	6,000	500.00	6,000.00	6,000.00	6,000.00	0.00	0
056-0139 CONTRACT LABOR	0	0	0.00	0.00	0.00	0.00	0.00	***
056-0201 FICA/MEDICARE	42,331	42,331	2,848.01	48,476.36	50,147.99	48,476.36	-6,145.36	-15
056-0202 GROUP HOSPITAL INSUR	129,850	129,850	8,288.72	111,050.09	98,515.37	111,050.09	18,799.91	14
056-0203 RETIREMENT	39,801	39,801	2,773.24	47,441.10	50,926.50	47,441.10	-7,640.10	-19
056-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
056-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	123.44	0.00	0.00	***
056-0301 OFFICE SUPPLIES	10,000	10,000	220.69	10,890.31	10,962.76	10,890.31	-890.31	-9
056-0335 AUTO REPAIR, FUEL, E	24,600	24,600	3,770.35	16,366.14	14,698.99	16,366.14	8,233.86	33
056-0428 TRAVEL & TRAINING	20,000	20,000	1,229.25	14,940.27	15,977.68	14,940.27	5,059.73	25
056-0475 EQUIPMENT	2,500	2,500	219.96	2,510.66	2,625.00	2,510.66	-10.66	-0
056-0571 AUTOMOBILES	17,000	17,000	0.00	17,600.00	18,698.00	17,600.00	-600.00	-4
056-0675 PROFESSIONAL FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
056-0678 CONTRACT SERVICE FOR	3,000	3,000	0.00	0.00	0.00	0.00	3,000.00	100
TOTAL JUVENILE PROBATION	837,299	837,299	57,966.02	791,606.70	802,566.05	791,606.70	45,692.30	5

## 001 - GENERAL FUND - RADAR UNIT

057-0473 RADAR UNIT	3,000	3,000	0.00	326.00	1,326.90	326.00	2,674.00	89
TOTAL RADAR UNIT	3,000	3,000	0.00	326.00	1,326.90	326.00	2,674.00	89

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 21

## 001 - GENERAL FUND - MENTAL HEALTH UNIT

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
058-0105 SALARY/EMPLOYEES	112,552	112,552	0.00	103,172.96	94,011.21	103,172.96	9,379.04	8
058-0201 FICA/MEDICARE	8,610	8,610	0.00	7,892.94	7,191.41	7,892.94	717.06	8
058-0202 GROUP HOSPITAL INSUR	19,600	19,600	0.00	17,323.64	11,723.09	17,323.64	2,276.36	12
058-0203 RETIREMENT	8,171	8,171	0.00	7,496.12	7,045.14	7,496.12	674.88	8
058-0204 WORKERS COMPENSATION	4,502	4,502	0.00	0.00	3,119.00	0.00	4,502.00	100
058-0205 UNEMPLOYMENT INSURAN	225	225	0.00	0.00	0.00	0.00	225.00	100
058-0301 OFFICE SUPPLIES	1,000	1,000	0.00	500.65	149.58	500.65	499.35	50
058-0335 AUTO REPAIR, FUEL, E	6,000	6,000	74.38	8,840.96	6,820.42	8,840.96	-2,840.96	-47
058-0388 CELLULAR PHONE/PAGER	900	900	108.46	1,696.08	1,880.07	1,696.08	-796.08	-88
058-0428 TRAVEL & TRAINING	2,000	2,000	0.00	245.89	789.97	245.89	1,754.11	88
058-0435 BOOKS	0	0	0.00	0.00	0.00	0.00	0.00	***
058-0475 EQUIPMENT	0	0	129.00	894.95	270.01	894.95	-894.95	***
058-0496 NOTARY BOND	0	0	0.00	71.00	0.00	71.00	-71.00	***
058-0571 AUTOMOBILES	28,000	28,000	0.00	58,851.00	18,699.00	58,851.00	-30,851.00	110
<b>TOTAL MENTAL HEALTH UNIT</b>	<b>191,560</b>	<b>191,560</b>	<b>311.84</b>	<b>206,986.19</b>	<b>151,698.90</b>	<b>206,986.19</b>	<b>-15,426.19</b>	<b>-8</b>

## 001 - GENERAL FUND - PARENT AID PROGRAM

059-0105 SALARY/EMPLOYEES	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0201 FICA/MEDICARE	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0202 GROUP HOSPITAL INSUR	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0203 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
059-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
<b>TOTAL PARENT AID PROGRAM</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>***</b>

## 001 - GENERAL FUND - ENVIRONMENTAL PROTECTION

060-0103 SALARY/ASSISTANTS	25,565	25,565	2,130.36	25,564.32	24,940.80	25,564.32	0.68	0
060-0105 SALARY/EMPLOYEES	21,512	21,512	1,792.60	21,511.20	20,986.56	21,511.20	0.80	0
060-0201 FICA/MEDICARE	4,865	4,865	405.44	4,865.28	4,566.62	4,865.28	-0.28	-0
060-0202 GROUP HOSPITAL INSUR	9,800	9,800	753.52	9,415.34	8,034.98	9,415.34	384.66	4
060-0203 RETIREMENT	4,617	4,617	361.34	4,389.06	4,292.52	4,389.06	227.94	5
060-0301 OFFICE SUPPLIES	300	300	279.98	298.27	120.20	298.27	1.73	1
060-0388 CELLULAR PHONE/PAGER	932	932	71.80	487.39	522.21	487.39	444.61	48
060-0389 TRAPPER PROGRAM	16,800	16,800	2,800.00	18,200.00	15,400.00	18,200.00	-1,400.00	-8
060-0405 DUES & SUBSCRIPTIONS	90	90	0.00	278.00	426.00	278.00	-188.00	209
060-0427 AUTO ALLOWANCE	16,525	16,525	1,377.10	16,525.20	14,004.00	16,525.20	-0.20	-0
060-0428 TRAVEL & TRAINING	2,500	2,500	0.00	1,924.09	1,446.33	1,924.09	575.91	23
<b>TOTAL ENVIRONMENTAL PROTECTIO</b>	<b>103,506</b>	<b>103,506</b>	<b>9,972.14</b>	<b>103,458.15</b>	<b>94,740.22</b>	<b>103,458.15</b>	<b>47.85</b>	<b>0</b>

## 001 - GENERAL FUND - TOBACCO COMPLIANCE GRANT

062-0105 SALARY/EMPLOYEES	0	0	0.00	1,635.00	0.00	1,635.00	-1,635.00	***
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VOL. 82 PG. 984

Prepared by the Tom Green County Auditor's Office  
Page 34 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 22

## 001 - GENERAL FUND - TOBACCO COMPLIANCE GRANT

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
062-0201 FICA/MEDICARE	0	0	0.00	124.56	0.00	124.56	-124.56	***
062-0203 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
062-0204 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	***
062-0205 UNEMPLOYMENT INSURAN	0	0	0.00	0.00	0.00	0.00	0.00	***
062-0428 TRAVEL & TRAINING	0	0	0.00	380.85	0.00	380.85	-380.85	***
062-0676 SUPPLIES & OPERATING	0	0	0.00	256.02	0.00	256.02	-256.02	***
TOTAL TOBACCO COMPLIANCE GRAN	0	0	0.00	2,396.43	0.00	2,396.43	-2,396.43	***

## 001 - GENERAL FUND - PROJECT KICK

069-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
069-0674 CONTRACT SERVICE	0	0	0.00	0.00	103,610.00	0.00	0.00	***
069-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	9,664.03	0.00	0.00	***
TOTAL PROJECT KICK	0	0	0.00	0.00	113,274.03	0.00	0.00	***

## 001 - GENERAL FUND - VEHICLE MAINTENANCE

070-0105 SALARY/EMPLOYEES	21,529	21,529	1,528.59	19,213.52	20,884.43	19,213.52	2,315.48	11
070-0109 SALARY/SUPERVISOR	37,035	37,035	3,086.26	37,035.12	36,131.76	37,035.12	-0.12	-0
070-0144 EMPLOYEES R&B COUNTY	122,276	122,276	12,041.11	121,835.53	122,737.20	121,835.53	440.47	0
070-0201 FICA/MEDICARE	13,834	13,834	1,204.43	12,795.13	13,056.02	12,795.13	1,038.87	8
070-0202 GROUP HOSPITAL INSUR	31,850	31,850	2,637.32	27,441.80	26,081.22	27,441.80	4,408.20	14
070-0203 RETIREMENT	13,129	13,129	1,194.23	12,930.31	13,467.61	12,930.31	198.69	2
070-0301 OFFICE SUPPLIES	300	300	26.92	366.88	440.44	366.88	-66.88	-22
070-0335 AUTO REPAIR, FUEL, E	4,500	4,500	486.77	4,067.65	5,592.69	4,067.65	432.35	10
070-0337 GASOLINE	6,500	6,500	9,326.11	8,218.98	-4,143.71	8,218.98	-1,718.98	-26
070-0351 SHOP SUPPLIES	10,000	10,000	5,356.74	9,718.10	4,766.60	10,268.10	-268.10	-3
070-0388 CELLULAR PHONE/PAGER	720	720	110.90	751.66	682.42	751.66	-31.66	-4
070-0391 UNIFORMS	1,200	1,200	200.90	1,212.89	1,415.59	1,212.89	-12.89	-1
070-0428 TRAVEL & TRAINING	500	500	0.00	276.16	446.85	276.16	223.84	45
070-0469 SOFTWARE EXPENSE	2,500	2,500	1,898.30	1,898.30	1,546.49	1,898.30	601.70	24
070-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	0.00	0.00	0.00	***
070-0475 EQUIPMENT	3,000	3,000	0.00	2,483.36	2,446.93	2,483.36	516.64	17
070-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
070-0572 HAND TOOLS & EQUIPME	1,000	1,000	0.00	1,126.20	1,041.70	1,126.20	-126.20	-13
TOTAL VEHICLE MAINTENANCE	269,873	269,873	39,098.58	261,371.59	246,594.24	261,921.59	7,951.41	3

## 001 - GENERAL FUND - HEALTH DEPARTMENT

075-0474 MENTAL HEALTH	47,500	47,500	0.00	47,500.00	47,500.00	47,500.00	0.00	0
075-0477 COMMITMENT EXPENSE	90,000	90,000	7,994.00	92,167.50	77,098.00	92,167.50	-2,167.50	-2
075-0478 ALCOHOL & DRUG ABUSE	12,750	12,750	0.00	12,750.00	12,750.00	12,750.00	0.00	0
075-0512 EVALUATION & RAPE EX	7,500	7,500	-460.99	15,919.06	8,791.92	15,919.06	-8,419.06	112
075-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***

VOL. 82 PG. 985

Prepared by the Tom Green County Auditor's Office  
Page 35 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 23

## 001 - GENERAL FUND - HEALTH DEPARTMENT

Account.....	Orig Budget	Curr Budget	..Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
TOTAL HEALTH DEPARTMENT	157,750	157,750	7,533.01	168,336.56	146,139.92	168,336.56	-10,586.56	-7

## 001 - GENERAL FUND - WELFARE DEPARTMENT

076-0384 HOPE HOUSE	2,500	2,500	0.00	2,500.00	2,500.00	2,500.00	0.00	0
076-0467 CONCHO VALLEY RAPE C	2,500	2,500	0.00	2,500.00	2,500.00	2,500.00	0.00	0
076-0476 TGC CHILD SERVICES B	28,000	28,000	0.00	28,000.00	28,000.00	28,000.00	0.00	0
076-0487 GUARDIANSHIP ALLIANC	2,500	2,500	0.00	2,500.00	2,500.00	2,500.00	0.00	0
076-0488 MEALS FOR THE ELDERL	2,500	2,500	0.00	2,500.00	2,500.00	2,500.00	0.00	0
076-0509 CRIME STOPPERS	1,500	1,500	0.00	1,500.00	1,500.00	1,500.00	0.00	0
TOTAL WELFARE DEPARTMENT	39,500	39,500	0.00	39,500.00	39,500.00	39,500.00	0.00	0

## 001 - GENERAL FUND - INDIGENT HEALTH CARE

078-0105 SALARY/EMPLOYEES	35,578	35,578	2,997.94	35,924.45	35,097.84	35,924.45	-346.45	-1
078-0108 SALARY/PARTTIME	10,047	10,047	760.50	8,067.99	8,895.33	8,067.99	1,979.01	20
078-0109 SALARY/SUPERVISOR	28,240	28,240	2,353.34	28,240.08	27,551.28	28,240.08	-0.08	-0
078-0139 CONTRACT LABOR	0	0	0.00	863.66	0.00	863.66	-863.66	***
078-0201 FICA/MEDICARE	4,882	4,882	453.84	5,383.63	5,401.67	5,383.63	-501.63	-10
078-0202 GROUP HOSPITAL INSUR	14,700	14,700	1,130.28	14,123.01	11,723.09	14,123.01	576.99	4
078-0203 RETIREMENT	4,633	4,633	438.21	5,242.02	5,360.47	5,242.02	-609.02	-13
078-0301 OFFICE SUPPLIES	2,500	2,500	177.15	3,733.15	3,686.93	3,733.15	-1,233.15	-49
078-0396 CONTRACT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0397 HEALTH CARE COST 10%	1,564,791	1,564,791	0.00	0.00	0.00	0.00	1,564,791.00	100
078-0398 HEALTH CARE COST ABO	50,000	50,000	0.00	0.00	0.00	0.00	50,000.00	100
078-0405 DUES & SUBSCRIPTIONS	918	918	0.00	980.00	0.00	980.00	-62.00	-7
078-0428 TRAVEL & TRAINING	2,100	2,100	0.00	2,387.67	1,612.10	2,387.67	-287.67	-14
078-0445 SOFTWARE MAINTENANCE	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
078-0469 SOFTWARE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0475 EQUIPMENT	400	1,781	0.00	1,507.00	0.00	1,507.00	274.00	15
078-0514 SPECIAL PROJECTS	0	0	0.00	0.00	120.00	0.00	0.00	***
078-0700 PHYSICIAN, NON/EMERG	0	0	0.00	131,137.71	196,233.44	131,137.71	-131,137.71	***
078-0704 PRESCRIPTION DRUGS	0	0	0.00	111,058.83	80,869.77	111,058.83	-111,058.83	***
078-0708 HOSPITAL, INPATIENT	0	0	0.00	401,731.30	626,687.84	401,731.30	-401,731.30	***
078-0712 HOSPITAL OUTPATIENT	0	0	0.00	135,720.47	309,485.75	135,720.47	-135,720.47	***
078-0716 LABORATORY/X RAY	0	0	0.00	33,720.65	43,943.29	33,720.65	-33,720.65	***
078-0720 SKILLED NURSING FACI	0	0	0.00	0.00	1,261.65	0.00	0.00	***
078-0724 FAMILY PLANNING	0	0	0.00	0.00	0.00	0.00	0.00	***
078-0726 RURAL HEALTH CLINIC	0	0	0.00	0.00	4,349.50	0.00	0.00	***
078-0728 EMERGENCY PHYSICIAN	0	0	0.00	46,875.33	70,597.37	46,875.33	-46,875.33	***
TOTAL INDIGENT HEALTH CARE	1,719,789	1,721,170	8,311.26	966,696.95	1,432,877.32	966,696.95	754,473.05	44

## 001 - GENERAL FUND - COUNTY LIBRARY

080-0103 SALARY/ASSISTANTS	40,876	40,876	3,406.36	40,876.32	39,879.36	40,876.32	-0.32	-0
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VOL. 82 PG. 986

Prepared by the Tom Green County Auditor's Office  
Page 36 of 49



Tom Green Auditor

**BUDGETARY ACCOUNTING SYSTEM**  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 24

## 001 - GENERAL FUND - COUNTY LIBRARY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
080-0105 SALARY/EMPLOYEES	494,991	494,991	38,494.43	468,877.13	465,934.39	468,877.13	26,113.87	5
080-0108 SALARY/PARTTIME	107,518	107,518	9,158.82	112,628.55	106,171.70	112,628.55	-5,110.55	-5
080-0109 SALARY/SUPERVISOR	53,177	53,177	4,431.38	53,176.56	51,879.60	53,176.56	0.44	0
080-0201 FICA/MEDICARE	53,391	53,391	4,145.36	50,595.94	49,837.53	50,595.94	2,795.06	5
080-0202 GROUP HOSPITAL INSUR	115,150	115,150	7,179.50	95,168.63	85,880.80	95,168.63	19,981.37	17
080-0203 RETIREMENT	50,669	50,669	3,986.89	49,128.71	49,825.51	49,128.71	1,540.29	3
080-0301 OFFICE SUPPLIES	16,000	16,000	631.37	15,667.99	15,788.94	15,667.99	332.01	2
080-0325 PRINTING EXPENSE	800	800	520.12	602.12	770.50	602.12	197.88	25
080-0335 AUTO REPAIR, FUEL, E	0	0	0.00	0.00	0.00	0.00	0.00	***
080-0336 AUDIO/VISUAL SUPPLIE	14,000	14,000	2,875.81	13,497.83	13,565.72	13,992.65	7.35	0
080-0385 INTERNET SERVICE	12,396	12,396	1,420.00	13,313.60	11,376.90	28,697.60	-16,301.60	132
080-0388 CELLULAR PHONE/PAGER	460	460	87.11	545.41	509.21	545.41	-85.41	-19
080-0405 DUES & SUBSCRIPTIONS	500	500	0.00	415.00	425.00	415.00	85.00	17
080-0416 COMPUTER SERVICE	4,570	4,570	0.00	3,152.00	4,595.00	3,152.00	1,418.00	31
080-0427 AUTO ALLOWANCE	1,357	1,357	113.08	1,356.96	1,150.08	1,356.96	0.04	0
080-0428 TRAVEL & TRAINING	4,500	4,500	376.28	4,976.74	4,543.88	4,976.74	-476.74	-11
080-0429 IN/COUNTY TRAVEL	300	300	0.00	0.00	70.90	0.00	300.00	100
080-0435 BOOKS	130,000	120,000	11,247.70	120,096.62	119,474.14	124,532.83	-4,532.83	-4
080-0437 PERIODICALS	16,600	16,600	249.00	15,730.10	15,908.97	15,730.10	869.90	5
080-0438 BINDING	5,000	5,000	1,060.75	4,739.55	2,956.50	4,739.55	260.45	5
080-0445 SOFTWARE MAINTENANCE	9,900	9,900	380.00	530.00	0.00	530.00	9,370.00	95
080-0449 COMPUTER EQUIPMENT M	0	0	0.00	0.00	0.00	0.00	0.00	***
080-0469 SOFTWARE EXPENSE	29,035	29,035	363.50	31,160.43	34,517.48	31,160.43	-2,125.43	-7
080-0475 EQUIPMENT	1,200	1,200	3,407.14	18,084.97	1,157.40	18,445.00	-17,245.00	437
080-0514 SPECIAL PROJECTS	12,455	12,455	0.00	0.00	0.00	0.00	12,455.00	100
080-0528 ELECTRONIC SUBSCRIPT	0	10,000	0.00	12,706.33	1,500.00	12,706.33	-2,706.33	-27
080-0592 BOOKMOBILE EXPENSE	2,500	2,500	460.92	3,612.56	2,933.01	3,612.56	-1,112.56	-45
<b>TOTAL COUNTY LIBRARY</b>	<b>1,177,345</b>	<b>1,177,345</b>	<b>93,995.52</b>	<b>1,130,640.05</b>	<b>1,080,652.52</b>	<b>1,151,315.11</b>	<b>26,029.89</b>	<b>2</b>

## 001 - GENERAL FUND - PARKS &amp; SOLID WASTE

081-0105 SALARY/EMPLOYEES	33,645	33,645	2,680.09	30,006.38	32,847.54	30,006.38	3,638.62	11
081-0108 SALARY/PARTTIME	0	0	0.00	0.00	0.00	0.00	0.00	***
081-0109 SALARY/SUPERVISOR	23,180	23,180	1,883.08	22,819.93	22,591.02	22,819.93	360.07	2
081-0201 FICA/MEDICARE	4,347	4,347	349.09	4,007.64	4,174.51	4,007.64	339.36	8
081-0202 GROUP HOSPITAL INSUR	14,700	14,700	753.52	8,628.67	12,052.47	8,628.67	6,071.33	41
081-0203 RETIREMENT	4,125	4,125	327.18	3,837.38	4,153.57	3,837.38	287.62	7
081-0301 OFFICE SUPPLIES	175	175	0.00	391.08	160.13	391.08	-216.08	123
081-0303 SANITATION SUPPLIES	2,000	2,000	951.59	2,289.19	1,533.39	2,289.19	-289.19	-14
081-0337 GASOLINE	5,500	5,500	1,008.64	8,286.13	12,245.06	8,286.13	-2,786.13	-51
081-0339 GREASE & OIL	800	800	59.10	519.02	836.84	519.02	280.98	35
081-0340 ANTI/FREEZE	150	150	0.00	105.00	206.58	105.00	45.00	30
081-0341 TIRES & TUBES	2,200	2,200	2,018.38	2,133.59	2,165.59	2,133.59	66.41	3
081-0343 EQUIPMENT PARTS & RE	10,000	10,000	1,297.41	13,656.44	16,792.55	13,656.44	-3,656.44	-37
081-0358 SAFETY EQUIPMENT	1,500	1,500	206.34	1,365.64	0.00	1,365.64	134.36	9
081-0388 CELLULAR PHONE/PAGER	1,500	1,500	107.70	1,109.94	1,445.25	1,109.94	390.06	26
081-0391 UNIFORMS	1,100	1,100	176.85	1,296.13	1,226.46	1,296.13	-196.13	-18
081-0418 HIRED SERVICES	2,889	2,889	240.77	2,889.24	2,818.80	2,889.24	-0.24	-0
081-0440 UTILITIES	10,500	10,500	1,234.34	10,255.33	11,138.50	10,255.33	244.67	2

VOL. 82 PG. 987

Prepared by the Tom Green County Auditor's Office  
Page 37 of 49

## 001 - GENERAL FUND - PARKS &amp; SOLID WASTE

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
081-0453 DUMPGROUND MAINTENAN	0	0	0.00	0.00	254.68	0.00	0.00	***
081-0460 EQUIPMENT RENTALS	6,000	6,000	0.00	4,073.55	4,799.55	4,073.55	1,926.45	32
081-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	47,000.00	0.00	0.00	***
081-0514 SPECIAL PROJECTS	66,000	66,000	158.49	7,091.94	5,234.99	11,791.94	54,208.06	82
081-0530 BUILDING REPAIR	4,500	4,500	1,531.69	6,972.69	5,107.59	6,972.69	-2,472.69	-55
081-0553 COUNTY WIDE CLEAN-UP	0	0	0.00	0.00	0.00	0.00	0.00	***
081-0571 AUTOMOBILES	50,000	48,142	0.00	48,141.85	0.00	48,141.85	0.00	0
081-0572 HAND TOOLS & EQUIPME	5,000	6,858	0.00	6,788.89	5,204.26	6,788.89	69.26	1
TOTAL PARKS & SOLID WASTE	249,811	249,811	14,984.26	186,665.65	193,989.33	191,365.65	58,445.35	23

## 001 - GENERAL FUND - SOLID WASTE

082-0108 SALARY/PARTTIME	0	0	0.00	0.00	4,702.38	0.00	0.00	***
082-0201 FICA/MEDICARE	0	0	0.00	0.00	359.73	0.00	0.00	***
082-0203 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
082-0301 OFFICE SUPPLIES	0	0	0.00	0.00	178.30	0.00	0.00	***
082-0303 SANITATION SUPPLIES	0	0	0.00	0.00	91.20	0.00	0.00	***
082-0440 UTILITIES	0	0	0.00	0.00	4,003.00	0.00	0.00	***
082-0453 DUMPGROUND MAINTENAN	0	0	0.00	0.00	26,778.13	0.00	0.00	***
082-0553 COUNTY WIDE CLEAN-UP	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL SOLID WASTE	0	0	0.00	0.00	36,112.74	0.00	0.00	***

## 001 - GENERAL FUND - TIFB GRANT

083-0678 CONTRACT SERVICE FOR	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL TIFB GRANT	0	0	0.00	0.00	0.00	0.00	0.00	***

## 001 - GENERAL FUND - COMMUNITY NETWORKING 2/TIFB

085-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
085-0475 EQUIPMENT	0	0	0.00	0.00	0.00	0.00	0.00	***
085-0674 CONTRACT SERVICE	0	0	0.00	0.00	0.00	0.00	0.00	***
085-0676 SUPPLIES & OPERATING	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL COMMUNITY NETWORKING 2/	0	0	0.00	0.00	0.00	0.00	0.00	***

## 001 - GENERAL FUND - COMPUTER ACCOMMODATIONS FOR TEXANS WITH DISABILITIES

086-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
086-0475 EQUIPMENT	0	0	0.00	111,105.80	266,751.16	111,105.80	-111,105.80	***
086-0675 PROFESSIONAL FEES	36,667	36,667	0.00	36,666.63	74,989.18	36,666.63	0.37	0
086-0676 SUPPLIES & OPERATING	0	0	0.00	123,899.81	12,432.58	123,899.81	-123,899.81	***
TOTAL COMPUTER ACCOMMODATIONS	36,667	36,667	0.00	271,672.24	354,172.92	271,672.24	-235,005.24	641

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 26

## 001 - GENERAL FUND - EXTENSION SERVICE

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
090-0102 SALARY/CEA AG	14,180	14,180	1,181.66	14,179.92	10,375.56	14,179.92	0.08	0
090-0103 SALARY/ASSISTANTS	45,737	45,737	2,589.30	40,351.02	44,620.32	40,351.02	5,385.98	12
090-0105 SALARY/EMPLOYEES	35,340	35,340	2,945.00	34,974.19	34,477.92	34,974.19	365.81	1
090-0108 SALARY/PARTTIME	7,175	7,175	380.56	3,670.63	5,557.70	3,670.63	3,504.37	49
090-0201 FICA/MEDICARE	7,836	7,836	228.79	3,721.39	4,895.01	3,721.39	4,114.61	53
090-0202 GROUP HOSPITAL INSUR	19,600	19,600	1,151.34	18,290.20	16,333.67	18,290.20	1,309.80	7
090-0203 RETIREMENT	7,437	7,437	246.81	2,932.64	3,074.61	2,932.64	4,504.36	61
090-0301 OFFICE SUPPLIES	1,200	1,200	50.58	1,223.93	1,134.92	1,223.93	-23.93	-2
090-0335 AUTO REPAIR, FUEL, E	5,000	5,000	1,072.38	4,596.38	1,556.78	4,596.38	403.62	8
090-0380 HORTICULTURE DEMONST	300	300	0.00	180.00	0.00	180.00	120.00	40
090-0388 CELLULAR PHONE/PAGER	1,200	1,200	549.56	2,284.08	1,696.55	2,284.08	-1,084.08	-90
090-0393 4/H CLUB STOCK SHOW	3,500	3,500	0.00	3,464.83	2,442.33	3,464.83	35.17	1
090-0394 HOME DEMONSTRATION E	300	300	24.66	24.66	322.29	24.66	275.34	92
090-0405 DUES & SUBSCRIPTIONS	90	90	0.00	90.00	90.00	90.00	0.00	0
090-0427 AUTO ALLOWANCE	20,527	20,527	1,093.74	18,270.23	17,410.88	18,270.23	2,256.77	11
090-0428 TRAVEL & TRAINING	3,600	3,600	0.00	2,719.63	4,057.63	2,719.63	880.37	24
090-0440 UTILITIES	1,500	1,500	395.17	2,742.03	1,839.46	2,742.03	-1,242.03	-83
090-0441 FACILITIES	3,500	3,500	1,244.73	1,244.73	0.00	1,244.73	2,255.27	64
090-0469 SOFTWARE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	***
090-0470 CAPITALIZED EQUIPMEN	0	0	0.00	0.00	75,000.00	0.00	0.00	***
090-0475 EQUIPMENT	1,500	1,500	42.98	1,939.38	2,964.94	1,939.38	-439.38	-29
090-0496 NOTARY BOND	71	71	0.00	0.00	0.00	0.00	71.00	100
090-0507 AGRICULTURE DEMONSTR	300	300	0.00	0.00	0.00	0.00	300.00	100
090-0514 SPECIAL PROJECTS	100,000	100,000	100,000.00	100,000.00	0.00	100,000.00	0.00	0
TOTAL EXTENSION SERVICE	279,893	279,893	113,197.26	256,899.87	227,850.57	256,899.87	22,993.13	8

## 001 - GENERAL FUND - COMMISSIONER PRECINCT #1

101-0101 SALARY/ELECTED OFFIC	30,402	30,402	2,501.22	30,401.82	30,496.08	30,401.82	0.18	0
101-0201 FICA/MEDICARE	2,976	2,976	213.06	2,582.38	2,582.98	2,582.38	393.62	13
101-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	4,017.49	4,707.67	192.33	4
101-0203 RETIREMENT	2,824	2,824	230.12	2,824.26	2,824.32	2,824.26	-0.26	-0
101-0301 OFFICE SUPPLIES	400	400	0.50	153.32	484.83	153.32	246.68	62
101-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
101-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
101-0405 DUES & SUBSCRIPTIONS	50	50	0.00	0.00	20.00	0.00	50.00	100
101-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
101-0428 TRAVEL & TRAINING	4,500	4,500	0.00	2,840.77	3,871.13	2,840.77	1,659.23	37
TOTAL COMMISSIONER PRECINCT #	54,730	54,730	4,030.00	52,187.80	51,496.83	52,187.80	2,542.20	5

## 001 - GENERAL FUND - COMMISSIONER PRECINCT #2

102-0101 SALARY/ELECTED OFFIC	31,564	31,564	2,630.28	31,563.36	30,496.08	31,563.36	0.64	0
102-0201 FICA/MEDICARE	3,065	3,065	246.16	2,953.94	2,772.96	2,953.94	111.06	4
102-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	3,985.77	4,707.67	192.33	4
102-0203 RETIREMENT	2,909	2,909	239.38	2,907.60	2,824.26	2,907.60	1.40	0
102-0301 OFFICE SUPPLIES	250	250	0.50	27.88	44.29	27.88	222.12	89

VOL. 82 PG. 989

Prepared by the Tom Green County Auditor's Office  
Page 39 of 49

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 27

## 001 - GENERAL FUND - COMMISSIONER PRECINCT #2

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
102-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
102-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
102-0405 DUES & SUBSCRIPTIONS	50	50	0.00	0.00	20.00	0.00	50.00	100
102-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
102-0428 TRAVEL & TRAINING	4,500	4,500	0.00	1,391.57	2,977.68	1,391.57	3,108.43	69
TOTAL COMMISSIONER PRECINCT #	55,738	55,738	4,201.42	52,052.10	50,321.04	52,052.10	3,685.90	7

## 001 - GENERAL FUND - COMMISSIONER PRECINCT #3

103-0101 SALARY/ELECTED OFFIC	30,402	30,402	2,501.22	30,401.82	30,496.08	30,401.82	0.18	0
103-0201 FICA/MEDICARE	2,976	2,976	245.54	2,973.06	2,868.90	2,973.06	2.94	0
103-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	3,958.21	193.71	3,958.21	941.79	19
103-0203 RETIREMENT	2,824	2,824	230.12	2,824.26	2,824.32	2,824.26	-0.26	-0
103-0301 OFFICE SUPPLIES	400	400	0.50	72.36	53.06	72.36	327.64	82
103-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
103-0403 BOND PREMIUMS	178	178	0.00	177.50	0.00	177.50	0.50	0
103-0405 DUES & SUBSCRIPTIONS	50	50	0.00	0.00	20.00	0.00	50.00	100
103-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
103-0428 TRAVEL & TRAINING	4,500	4,500	0.00	1,094.77	4,123.23	1,194.77	3,305.23	73
TOTAL COMMISSIONER PRECINCT #	54,730	54,730	4,062.48	50,002.06	47,779.30	50,102.06	4,627.94	8

## 001 - GENERAL FUND - COMMISSIONER PRECINCT #4

104-0101 SALARY/ELECTED OFFIC	31,564	31,564	2,630.28	31,563.36	30,496.08	31,563.36	0.64	0
104-0201 FICA/MEDICARE	3,065	3,065	255.40	3,064.80	2,883.60	3,064.80	0.20	0
104-0202 GROUP HOSPITAL INSUR	4,900	4,900	376.76	4,707.67	4,017.49	4,707.67	192.33	4
104-0203 RETIREMENT	2,909	2,909	239.38	2,907.60	2,824.32	2,907.60	1.40	0
104-0301 OFFICE SUPPLIES	250	250	0.50	134.50	61.96	134.50	115.50	46
104-0388 CELLULAR PHONE/PAGER	0	0	0.00	0.00	0.00	0.00	0.00	***
104-0403 BOND PREMIUMS	0	0	0.00	0.00	0.00	0.00	0.00	***
104-0405 DUES & SUBSCRIPTIONS	50	50	0.00	29.95	60.50	29.95	20.05	40
104-0427 AUTO ALLOWANCE	8,500	8,500	708.34	8,500.08	7,200.00	8,500.08	-0.08	-0
104-0428 TRAVEL & TRAINING	4,500	4,500	708.66	3,667.28	4,120.34	3,667.28	832.72	19
TOTAL COMMISSIONER PRECINCT #	55,738	55,738	4,919.32	54,575.24	51,664.29	54,575.24	1,162.76	2

## 001 - GENERAL FUND - COUNTY COURTS

119-0102 SALARY/BAILIFF	0	0	0.00	0.00	0.00	0.00	0.00	***
119-0105 SALARY/EMPLOYEES	20,478	20,478	1,706.48	20,477.76	30,459.60	20,477.76	0.24	0
119-0110 SALARY/APPT - COMM C	135,774	135,774	11,378.64	136,543.68	130,648.50	136,543.68	-769.68	-1
119-0139 VISITING JUDGE	0	0	0.00	0.00	0.00	0.00	0.00	***
119-0201 FICA/MEDICARE	11,953	11,953	979.31	11,765.96	12,276.54	11,765.96	187.04	2
119-0202 GROUP HOSPITAL INSUR	24,500	24,500	1,883.80	23,538.35	21,766.69	23,538.35	961.65	4
119-0203 RETIREMENT	11,344	11,344	955.39	11,763.42	12,271.43	11,763.42	-419.42	-4
119-0301 OFFICE SUPPLIES	200	200	0.00	288.84	186.48	288.84	-88.84	-44

VOL. 32 PG. 990

Prepared by the Tom Green County Auditor's Office  
Page 40 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:11 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 28

## 001 - GENERAL FUND - COUNTY COURTS

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
119-0388 CELLULAR PHONE/PAGER	0	0	35.90	215.40	100.57	215.40	-215.40	***
119-0411 REPORTING SERVICE	2,500	2,500	0.00	431.40	49.99	431.40	2,068.60	83
119-0413 COURT APPOINTED ATTO	325,000	325,000	62,482.84	463,743.43	406,377.31	463,743.43	-138,743.43	-43
119-0414 JURORS	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
119-0425 WITNESS EXPENSE	3,000	3,000	140.00	1,440.00	2,192.50	1,440.00	1,560.00	52
119-0428 TRAVEL & TRAINING	1,700	1,700	0.00	390.76	0.00	390.76	1,309.24	77
119-0483 JURORS/MEALS & LODGI	750	750	103.85	1,574.97	1,440.35	1,574.97	-824.97	110
119-0496 NOTARY BOND	0	0	0.00	0.00	71.00	0.00	0.00	***
119-0580 PSYCHOLOGICAL EXAMS	2,500	2,500	0.00	1,500.00	600.00	1,500.00	1,000.00	40
TOTAL COUNTY COURTS	540,699	540,699	79,666.21	673,673.97	618,440.96	673,673.97	-132,974.97	-25

## 001 - GENERAL FUND - JUSTICE OF THE PEACE #2 BUILDING

130-0303 SANITATION SUPPLIES	100	100	0.00	97.81	0.00	97.81	2.19	2
130-0358 SAFETY EQUIPMENT	100	100	0.00	0.00	0.00	0.00	100.00	100
130-0433 INSPECTION FEES	5	5	0.00	4.50	4.50	4.50	0.50	10
130-0462 OFFICE RENTAL	14,000	14,000	0.00	12,540.00	12,540.00	12,540.00	1,460.00	10
130-0530 BUILDING REPAIR	100	100	0.00	90.00	23.25	90.00	10.00	10
TOTAL JUSTICE OF THE PEACE #2	14,305	14,305	0.00	12,732.31	12,567.75	12,732.31	1,572.69	11

## 001 - GENERAL FUND - JUSTICE OF THE PEACE #3 BUILDING

131-0303 SANITATION SUPPLIES	100	100	87.06	87.06	76.86	87.06	12.94	13
131-0433 INSPECTION FEES	5	5	0.00	4.50	4.50	4.50	0.50	10
TOTAL JUSTICE OF THE PEACE #3	105	105	87.06	91.56	81.36	91.56	13.44	13

## 001 - GENERAL FUND - SHOP BUILDING

132-0303 SANITATION SUPPLIES	250	250	213.44	267.36	100.86	267.36	-17.36	-7
132-0358 SAFETY EQUIPMENT	726	726	0.00	0.00	0.00	0.00	726.00	100
132-0418 HIRED SERVICES	180	180	0.00	174.60	174.60	174.60	5.40	3
132-0433 INSPECTION FEES	57	57	0.00	140.18	137.31	140.18	-83.18	146
132-0440 UTILITIES	15,000	15,000	1,300.69	11,303.50	11,009.89	11,303.50	3,696.50	25
132-0530 BUILDING REPAIR	5,000	5,000	1,422.71	4,756.93	6,634.91	4,756.93	243.07	5
TOTAL SHOP BUILDING	21,213	21,213	2,936.84	16,642.57	18,057.57	16,642.57	4,570.43	22

## 001 - GENERAL FUND - BELL STREET BUILDING

133-0303 SANITATION SUPPLIES	2,500	2,500	257.44	2,471.85	2,729.92	2,471.85	28.15	1
133-0358 SAFETY EQUIPMENT	500	500	155.32	155.32	415.57	155.32	344.68	69
133-0418 HIRED SERVICES	540	540	0.00	162.96	162.96	162.96	377.04	70
133-0433 INSPECTION FEES	24	24	0.00	89.34	27.00	89.34	-65.34	272
133-0440 UTILITIES	45,000	45,000	6,663.95	32,046.28	31,602.73	32,046.28	12,953.72	29

VOL. 82 PG. 991

Prepared by the Tom Green County Auditor's Office  
Page 41 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:12 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 29

## 001 - GENERAL FUND - BELL STREET BUILDING

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
133-0514 SPECIAL PROJECTS	70,000	70,000	0.00	10,577.20	6,861.44	10,577.20	59,422.80	85
133-0530 BUILDING REPAIR	10,000	10,000	500.68	9,055.61	11,138.13	9,055.61	944.39	9
TOTAL BELL STREET BUILDING	128,564	128,564	7,577.39	54,558.56	52,937.75	54,558.56	74,005.44	58

## 001 - GENERAL FUND - NORTH BRANCH LIBRARY BUILDING

134-0303 SANITATION SUPPLIES	100	100	0.00	101.47	49.00	101.47	-1.47	-1
134-0358 SAFETY EQUIPMENT	125	125	0.00	0.00	45.88	0.00	125.00	100
134-0418 HIRED SERVICES	132	132	0.00	140.04	128.04	140.04	-8.04	-6
134-0433 INSPECTION FEES	8	8	0.00	63.48	9.00	63.48	-55.48	694
134-0440 UTILITIES	6,500	6,500	1,229.99	6,418.68	5,565.63	6,418.68	81.32	1
134-0514 SPECIAL PROJECTS	1,220	1,220	0.00	700.00	4,886.39	700.00	520.00	43
134-0530 BUILDING REPAIR	1,200	1,200	379.82	2,435.15	1,147.47	2,435.15	-1,235.15	103
TOTAL NORTH BRANCH LIBRARY BU	9,285	9,285	1,609.81	9,858.82	11,831.41	9,858.82	-573.82	-6

## 001 - GENERAL FUND - WEST BRANCH LIBRARY BUILDING

135-0303 SANITATION SUPPLIES	100	100	35.05	54.73	95.20	54.73	45.27	45
135-0358 SAFETY EQUIPMENT	125	125	0.00	0.00	117.00	0.00	125.00	100
135-0418 HIRED SERVICES	132	132	0.00	128.04	128.04	128.04	3.96	3
135-0433 INSPECTION FEES	105	105	0.00	88.69	104.50	88.69	16.31	16
135-0440 UTILITIES	8,000	8,000	1,848.29	9,720.17	7,845.52	9,720.17	-1,720.17	-22
135-0514 SPECIAL PROJECTS	6,200	6,200	0.00	6,169.70	0.00	6,169.70	30.30	0
135-0530 BUILDING REPAIR	2,000	2,000	0.00	1,088.94	3,381.83	1,088.94	911.06	46
TOTAL WEST BRANCH LIBRARY BUI	16,662	16,662	1,883.34	17,250.27	11,672.09	17,250.27	-588.27	-4

## 001 - GENERAL FUND - BUILDING MAINTENANCE

136-0103 SALARY/ASSISTANTS	22,597	22,597	1,883.08	22,596.96	22,045.92	22,596.96	0.04	0
136-0105 SALARY/EMPLOYEES	146,578	146,578	11,234.32	145,329.51	136,005.10	145,329.51	1,248.49	1
136-0109 SALARY/SUPERVISOR	41,461	41,461	3,455.04	41,460.48	40,449.36	41,460.48	0.52	0
136-0201 FICA/MEDICARE	16,114	16,114	1,186.89	15,038.61	14,604.86	15,038.61	1,075.39	7
136-0202 GROUP HOSPITAL INSUR	49,000	49,000	3,390.84	46,699.94	33,257.92	46,699.94	2,300.06	5
136-0203 RETIREMENT	15,292	15,292	1,188.27	15,196.63	14,877.83	15,196.63	95.37	1
136-0301 OFFICE SUPPLIES	500	500	98.80	555.24	508.39	555.24	-55.24	-11
136-0335 AUTO REPAIR, FUEL, E	3,500	3,500	815.54	2,188.31	3,701.60	2,188.31	1,311.69	37
136-0337 GASOLINE	3,000	3,000	981.95	5,067.27	3,369.79	5,067.27	-2,067.27	-69
136-0339 GREASE & OIL	100	100	66.11	137.75	85.52	137.75	-37.75	-38
136-0340 ANTI/FREEZE	50	50	30.83	30.83	20.00	30.83	19.17	38
136-0341 TIRES & TUBES	750	750	0.00	64.94	505.59	64.94	685.06	91
136-0342 BATTERIES	130	130	0.00	0.00	58.64	0.00	130.00	100
136-0343 EQUIPMENT PARTS & RE	600	600	35.42	1,101.42	1,502.78	1,101.42	-501.42	-84
136-0351 SHOP SUPPLIES	300	300	6.58	417.22	443.44	417.22	-117.22	-39
136-0358 SAFETY EQUIPMENT	1,000	1,000	0.00	372.15	934.30	372.15	627.85	63
136-0388 CELLULAR PHONE/PAGER	3,000	3,000	199.90	1,329.59	1,965.33	1,329.59	1,670.41	56

VOL. 82 PG. 992

Prepared by the Tom Green County Auditor's Office  
Page 42 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:12 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 30

## 001 - GENERAL FUND - BUILDING MAINTENANCE

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
136-0391 UNIFORMS	3,500	3,500	583.91	3,221.53	3,044.44	3,221.53	278.47	8
136-0428 TRAVEL & TRAINING	2,000	2,000	0.00	693.06	865.50	693.06	1,306.94	65
136-0433 INSPECTION FEES	0	0	0.00	0.00	0.00	0.00	0.00	***
136-0469 SOFTWARE EXPENSE	0	1,479	0.00	1,478.00	0.00	1,478.00	1.00	0
136-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
136-0571 AUTOMOBILES	15,000	15,000	0.00	14,000.00	17,934.56	14,000.00	1,000.00	7
136-0572 HAND TOOLS & EQUIPME	2,000	2,000	16.97	2,603.00	2,348.82	2,603.00	-603.00	-30
TOTAL BUILDING MAINTENANCE	326,472	327,951	25,174.45	319,582.44	298,529.69	319,582.44	8,368.56	3

## 001 - GENERAL FUND - TAX ASSESSOR DRIVE\_UP BOOTH

137-0514 SPECIAL PROJECTS	15,000	15,000	0.00	15,000.00	0.00	15,000.00	0.00	0
137-0530 BUILDING REPAIR	1,000	1,000	0.00	633.49	459.64	633.49	366.51	37
TOTAL TAX ASSESSOR DRIVE_UP B	16,000	16,000	0.00	15,633.49	459.64	15,633.49	366.51	2

## 001 - GENERAL FUND - HOUSEKEEPING DEPARTMENT

138-0105 SALARY/EMPLOYEES	108,571	120,907	10,226.64	120,977.36	108,084.62	120,977.36	-70.36	-0
138-0108 SALARY/PARTTIME	44,132	44,132	2,885.17	34,085.26	33,141.42	34,085.26	10,046.74	23
138-0109 SALARY/SUPERVISOR	22,067	22,067	1,838.96	22,067.52	21,529.20	22,067.52	-0.52	-0
138-0139 CONTRACT LABOR	0	0	0.00	0.00	4,301.22	0.00	0.00	***
138-0201 FICA/MEDICARE	13,370	14,314	1,134.20	13,451.62	12,374.66	13,451.62	862.38	6
138-0202 GROUP HOSPITAL INSUR	39,200	41,242	3,390.84	39,218.45	30,757.47	39,218.45	2,023.55	5
138-0203 RETIREMENT	12,688	13,584	1,071.99	12,852.20	12,195.00	12,852.20	731.80	5
138-0301 OFFICE SUPPLIES	350	350	12.31	352.16	120.13	352.16	-2.16	-1
138-0335 AUTO REPAIR, FUEL, E	800	800	215.74	1,039.31	1,046.75	1,039.31	-239.31	-30
138-0343 EQUIPMENT PARTS & RE	500	500	13.01	489.86	514.75	489.86	10.14	2
138-0351 SHOP SUPPLIES	400	400	0.00	1,482.65	616.01	1,482.65	-1,082.65	271
138-0388 CELLULAR PHONE/PAGER	924	1,020	68.40	681.43	884.35	681.43	338.57	33
138-0391 UNIFORMS	3,085	3,370	552.06	2,758.61	2,969.11	2,758.61	611.39	18
138-0427 AUTO ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	***
138-0428 TRAVEL & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	***
138-0475 EQUIPMENT	2,250	2,250	409.28	2,241.84	2,235.05	2,241.84	8.16	0
138-0572 HAND TOOLS & EQUIPME	250	250	0.00	204.93	220.52	204.93	45.07	18
TOTAL HOUSEKEEPING DEPARTMENT	248,587	265,186	21,818.60	251,903.20	230,990.26	251,903.20	13,282.80	5

## 001 - GENERAL FUND - COURT STREET ANNEX

139-0303 SANITATION SUPPLIES	2,000	2,000	245.93	1,871.34	1,727.23	2,108.94	-108.94	-5
139-0358 SAFETY EQUIPMENT	240	240	125.00	125.00	763.00	125.00	115.00	48
139-0418 HIRED SERVICES	7,128	7,128	690.40	7,904.56	7,477.88	7,904.56	-776.56	-11
139-0433 INSPECTION FEES	1,088	1,088	180.00	1,023.92	947.80	1,023.92	64.08	6
139-0440 UTILITIES	47,000	47,000	4,314.64	40,876.54	46,365.59	40,876.54	6,123.46	13
139-0504 CAPITALIZED BUILDING	0	0	0.00	4,645.00	0.00	4,645.00	-4,645.00	***
139-0514 SPECIAL PROJECTS	28,000	28,000	1,145.34	22,622.96	0.00	22,622.96	5,377.04	19

VOL. 82 PG. 993

Prepared by the Tom Green County Auditor's Office  
Page 43 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:12 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 31

## 001 - GENERAL FUND - COURT STREET ANNEX

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
139-0530 BUILDING REPAIR	25,000	25,000	696.33	40,915.89	41,168.73	40,915.89	-15,915.89	-64
TOTAL COURT STREET ANNEX	110,456	110,456	7,397.64	119,985.21	98,450.23	120,222.81	-9,766.81	-9

## 001 - GENERAL FUND - COURTHOUSE BUILDING

140-0303 SANITATION SUPPLIES	5,000	5,000	523.76	5,193.62	5,097.08	5,193.62	-193.62	-4
140-0352 YARD SUPPLIES	1,750	1,750	6.88	1,287.11	1,767.03	1,287.11	462.89	26
140-0358 SAFETY EQUIPMENT	500	500	268.46	268.46	3,361.79	268.46	231.54	46
140-0418 HIRED SERVICES	9,700	9,700	736.19	12,259.13	11,254.63	12,259.13	-2,559.13	-26
140-0433 INSPECTION FEES	1,455	1,455	130.00	1,796.15	830.04	1,796.15	-341.15	-23
140-0440 UTILITIES	77,500	77,500	15,328.40	104,102.92	66,922.35	104,102.92	-26,602.92	-34
140-0504 CAPITALIZED BUILDING	0	0	0.00	11,250.00	0.00	11,250.00	-11,250.00	***
140-0514 SPECIAL PROJECTS	24,900	24,900	0.00	4,694.00	6,055.95	4,694.00	20,206.00	81
140-0530 BUILDING REPAIR	25,000	25,000	3,265.17	23,448.11	31,854.91	23,448.11	1,551.89	6
TOTAL COURTHOUSE BUILDING	145,805	145,805	20,258.86	164,299.50	127,143.78	164,299.50	-18,494.50	-13

## 001 - GENERAL FUND - EDD B. KEYES BUILDING

141-0303 SANITATION SUPPLIES	5,000	5,000	1,049.26	4,663.95	4,838.46	4,663.95	336.05	7
141-0358 SAFETY EQUIPMENT	300	300	0.00	292.00	895.78	292.00	8.00	3
141-0418 HIRED SERVICES	10,631	10,631	1,034.77	10,340.81	10,408.86	10,340.81	290.19	3
141-0433 INSPECTION FEES	1,640	1,640	260.00	2,045.78	2,189.94	2,045.78	-405.78	-25
141-0440 UTILITIES	90,000	90,000	17,750.40	97,261.06	112,213.33	97,261.06	-7,261.06	-8
141-0514 SPECIAL PROJECTS	350,000	350,000	319.36	28,910.59	28,856.00	45,034.54	304,965.46	87
141-0530 BUILDING REPAIR	25,000	25,000	1,861.59	27,193.31	18,124.22	27,193.31	-2,193.31	-9
TOTAL EDD B. KEYES BUILDING	482,571	482,571	22,275.38	170,707.50	177,526.59	186,831.45	295,739.55	61

## 001 - GENERAL FUND - JAIL BUILDING

142-0303 SANITATION SUPPLIES	2,000	2,000	59.56	2,199.62	1,893.89	2,199.62	-199.62	-10
142-0327 KITCHEN REPAIRS	10,000	10,000	2,159.85	10,971.03	15,935.74	10,971.03	-971.03	-10
142-0343 EQUIPMENT PARTS & RE	0	0	0.00	0.00	0.00	0.00	0.00	***
142-0358 SAFETY EQUIPMENT	500	500	0.00	0.00	722.90	0.00	500.00	100
142-0383 GENERATOR FUEL	500	500	0.00	230.42	0.00	230.42	269.58	54
142-0418 HIRED SERVICES	35,230	35,230	1,224.97	17,219.88	17,583.52	17,259.88	17,970.12	51
142-0433 INSPECTION FEES	7,267	7,267	50.00	5,992.79	6,441.49	5,992.79	1,274.21	18
142-0440 UTILITIES	340,450	340,450	65,459.93	390,479.80	370,664.45	390,479.80	-50,029.80	-15
142-0465 SURVEILLANCE SYSTEM	15,000	15,000	2,463.06	19,012.33	13,356.71	19,464.97	-4,464.97	-30
142-0514 SPECIAL PROJECTS	32,000	32,000	1,090.00	32,199.06	0.00	32,199.06	-199.06	-1
142-0530 BUILDING REPAIR	62,500	62,500	9,707.44	76,513.38	49,905.65	77,873.62	-15,373.62	-25
142-0576 LAUNDRY EQUIPMENT	5,000	5,000	1,501.91	5,197.30	1,971.29	5,197.30	-197.30	-4
TOTAL JAIL BUILDING	510,447	510,447	83,716.72	560,015.61	478,475.64	561,868.49	-51,421.49	-10

VOL. 82 PG. 994

Prepared by the Tom Green County Auditor's Office  
Page 44 of 49



Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:12 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 32

## 001 - GENERAL FUND - SHERIFF BUILDING

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
143-0303 SANITATION SUPPLIES	2,000	2,000	311.42	2,109.13	1,428.97	2,109.13	-109.13	-5
143-0352 YARD SUPPLIES	250	250	0.00	232.98	18.24	232.98	17.02	7
143-0358 SAFETY EQUIPMENT	300	300	95.40	95.40	0.00	95.40	204.60	68
143-0383 GENERATOR FUEL	200	200	0.00	99.37	81.20	99.37	100.63	50
143-0418 HIRED SERVICES	275	275	0.00	256.08	256.08	256.08	18.92	7
143-0433 INSPECTION FEES	35	35	0.00	98.34	36.00	98.34	-63.34	181
143-0440 UTILITIES	35,750	35,750	8,285.93	41,539.65	36,348.89	41,539.65	-5,789.65	-16
143-0514 SPECIAL PROJECTS	0	0	0.00	0.00	22,325.50	0.00	0.00	***
143-0530 BUILDING REPAIR	10,000	10,000	436.42	12,412.24	8,420.33	12,412.24	-2,412.24	-24
TOTAL SHERIFF BUILDING	48,810	48,810	9,129.17	56,843.19	68,915.21	56,843.19	-8,033.19	-16

## 001 - GENERAL FUND - JUVENILE DETENTION BUILDING

144-0303 SANITATION SUPPLIES	2,000	2,000	167.45	1,492.21	97.11	1,492.21	507.79	25
144-0327 KITCHEN REPAIRS	1,000	1,000	0.00	506.28	769.86	506.28	493.72	49
144-0352 YARD SUPPLIES	100	100	0.00	0.00	0.00	0.00	100.00	100
144-0358 SAFETY EQUIPMENT	240	240	0.00	0.00	0.00	0.00	240.00	100
144-0383 GENERATOR FUEL	150	150	0.00	156.00	0.00	156.00	-6.00	-4
144-0418 HIRED SERVICES	2,840	2,840	295.00	2,756.32	2,480.18	2,756.32	83.68	3
144-0433 INSPECTION FEES	1,203	1,203	0.00	854.00	1,107.08	854.00	349.00	29
144-0440 UTILITIES	46,000	46,000	9,644.52	49,718.37	42,469.74	49,718.37	-3,718.37	-8
144-0514 SPECIAL PROJECTS	0	0	0.00	625.00	5,990.15	625.00	-625.00	***
144-0530 BUILDING REPAIR	11,000	11,000	1,084.13	16,987.87	23,519.58	17,055.26	-6,055.26	-55
144-0576 LAUNDRY EQUIPMENT	1,750	1,750	39.75	73.62	7.69	73.62	1,676.38	96
TOTAL JUVENILE DETENTION BUIL	66,283	66,283	11,230.85	73,169.67	76,441.39	73,237.06	-6,954.06	-10

## 001 - GENERAL FUND - TURNER BUILDING

145-0303 SANITATION SUPPLIES	100	100	0.00	51.82	0.00	51.82	48.18	48
145-0418 HIRED SERVICES	630	630	0.00	621.60	621.60	621.60	8.40	1
145-0433 INSPECTION FEES	20	20	0.00	18.00	26.77	18.00	2.00	10
145-0440 UTILITIES	6,000	6,000	1,129.09	5,725.71	5,277.11	5,725.71	274.29	5
145-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
145-0530 BUILDING REPAIR	2,500	2,500	441.64	833.41	1,332.57	833.41	1,666.59	67
TOTAL TURNER BUILDING	9,250	9,250	1,570.73	7,250.54	7,258.05	7,250.54	1,999.46	22

## 001 - GENERAL FUND - WEBB BUILDING

146-0303 SANITATION SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	***
TOTAL WEBB BUILDING	0	0	0.00	0.00	0.00	0.00	0.00	***

## 001 - GENERAL FUND - SHAVER BUILDING, 138 W HARRIS

VOL. 82 PG. 995

Prepared by the Tom Green County Auditor's Office  
Page 45 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
GENERAL FUND

07:38:12 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 33

## 001 - GENERAL FUND - SHAVER BUILDING, 138 W HARRIS

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%
147-0303 SANITATION SUPPLIES	500	500	0.00	471.09	157.57	471.09	28.91	6
147-0358 SAFETY EQUIPMENT	100	100	10.00	10.00	0.00	10.00	90.00	90
147-0418 HIRED SERVICES	200	200	0.00	194.00	194.00	194.00	6.00	3
147-0433 INSPECTION FEES	10	10	0.00	9.00	39.50	9.00	1.00	10
147-0440 UTILITIES	8,000	8,000	1,517.69	6,806.69	5,705.85	6,806.69	1,193.31	15
147-0530 BUILDING REPAIR	1,000	1,000	22.38	1,000.54	688.75	1,000.54	-0.54	-0
TOTAL SHAVER BUILDING, 138 W	9,810	9,810	1,550.07	8,491.32	6,785.67	8,491.32	1,318.68	13

## 001 - GENERAL FUND - CONTINGENCY

192-0601 RESERVES	230,006	210,442	2,874.93	2,874.93	0.00	2,874.93	207,567.07	99
TOTAL CONTINGENCY	230,006	210,442	2,874.93	2,874.93	0.00	2,874.93	207,567.07	99

## 001 - GENERAL FUND - CHS DIVISION SHERIFF

410-0105 SALARY/EMPLOYEES	0	43,667	10,916.80	36,254.34	0.00	36,254.34	7,412.66	17
410-0135 SALARY/SERGEANTS	0	9,184	2,238.52	7,834.82	0.00	7,834.82	1,349.18	15
410-0201 FICA/MEDICARE	0	4,043	997.97	3,345.13	0.00	3,345.13	697.87	17
410-0202 GROUP HOSPITAL INSUR	0	0	1,507.04	6,230.96	0.00	6,230.96	-6,230.96	***
410-0203 RETIREMENT	0	3,916	786.67	2,613.20	0.00	2,613.20	1,302.80	33
410-0301 OFFICE SUPPLIES	0	100	38.64	295.91	0.00	295.91	-195.91	196
410-0388 CELLULAR PHONE/PAGER	0	200	0.00	0.00	0.00	0.00	200.00	100
410-0391 UNIFORMS	0	2,100	0.00	1,896.75	0.00	1,896.75	203.25	10
410-0392 BADGES	0	900	0.00	379.41	0.00	379.41	520.59	58
410-0428 TRAVEL & TRAINING	0	1,500	345.63	1,483.56	0.00	1,483.56	16.44	1
410-0475 EQUIPMENT	0	9,000	837.05	12,470.63	0.00	12,470.63	-3,470.63	-39
410-0514 SPECIAL PROJECTS	0	50,000	534.84	534.84	0.00	70,144.84	-20,144.84	-40
TOTAL CHS DIVISION SHERIFF	0	124,610	18,203.16	73,339.55	0.00	142,949.55	-18,339.55	-15

## 001 - GENERAL FUND - MISCELLANEOUS

999-9999 AUDIT ADJUSTMENT	0	0	0.00	0.00	-2,377.54	0.00	0.00	***
TOTAL MISCELLANEOUS	0	0	0.00	0.00	-2,377.54	0.00	0.00	***
TOTAL GENERAL FUND	26,410,121	26,534,731	2,282,207.00	24,617,240.56	24,227,632.88	24,960,517.85	1,574,213.15	6

VOL. 82 PG. 996

Prepared by the Tom Green County Auditor's Office  
Page 46 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
ROAD & BRIDGE PRECINCT 1 & 3

07:38:25 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 1

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - CONTINGENCY

Account.....	Orig Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
192-0601 RESERVES	237,355	237,355	0.00	0.00	0.00	0.00	237,355.00	100
TOTAL CONTINGENCY	237,355	237,355	0.00	0.00	0.00	0.00	237,355.00	100

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3

198-0105 SALARY/EMPLOYEES	277,043	277,043	18,882.64	228,487.03	229,125.83	228,487.03	48,555.97	18
198-0109 SALARY/SUPERVISOR	28,240	28,240	2,353.34	28,240.08	27,551.28	28,240.08	-0.08	-0
198-0117 SALARY/ROAD SUPERINT	37,035	37,035	3,086.26	37,035.12	33,547.20	37,035.12	-0.12	-0
198-0123 SALARY/SHARED EMPLOY	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0146 LONGEVITY PAY	9,130	9,130	0.00	9,130.00	0.00	9,130.00	0.00	0
198-0201 FICA/MEDICARE	26,886	26,886	1,851.54	23,031.44	21,877.74	23,031.44	3,854.56	14
198-0202 GROUP HOSPITAL INSUR	66,150	66,150	4,144.36	53,359.66	50,186.16	53,359.66	12,790.34	19
198-0203 RETIREMENT	25,515	25,515	1,743.91	21,323.26	21,589.56	21,323.26	4,191.74	16
198-0204 WORKERS COMPENSATION	29,946	29,946	0.00	18,040.00	19,634.00	18,040.00	11,906.00	40
198-0205 UNEMPLOYMENT INSURAN	1,000	1,000	119.63	627.83	792.16	627.83	372.17	37
198-0301 OFFICE SUPPLIES	400	400	0.00	228.12	256.50	228.12	171.88	43
198-0337 GASOLINE	24,000	24,000	9,818.08	34,323.41	21,164.61	34,323.41	-10,323.41	-43
198-0338 DIESEL FUEL	45,000	45,000	17,046.50	79,727.43	48,123.11	91,064.05	-46,064.05	102
198-0339 GREASE & OIL	3,500	3,500	245.72	2,154.85	2,950.25	2,154.85	1,345.15	38
198-0340 ANTI/FREEZE	500	500	15.00	279.44	130.47	279.44	220.56	44
198-0341 TIRES & TUBES	16,000	16,000	2,372.55	11,025.36	12,937.15	11,025.36	4,974.64	31
198-0343 EQUIPMENT PARTS & RE	70,000	70,000	7,629.33	79,520.56	86,902.57	79,520.56	-9,520.56	-14
198-0356 MAINT & PAVING/PRCT	240,000	259,820	44,836.28	213,139.43	188,373.53	216,702.41	43,117.59	17
198-0388 CELLULAR PHONE/PAGER	4,800	4,800	742.42	4,618.90	3,823.68	4,618.90	181.10	4
198-0391 UNIFORMS	7,000	7,000	996.94	5,841.29	4,402.49	5,841.29	1,158.71	17
198-0405 DUES & SUBSCRIPTIONS	500	500	0.00	496.00	300.00	496.00	4.00	1
198-0428 TRAVEL & TRAINING	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
198-0440 UTILITIES	3,500	3,500	539.65	3,888.00	2,059.52	3,888.00	-388.00	-11
198-0460 EQUIPMENT RENTALS	1,500	1,500	0.00	0.00	0.00	0.00	1,500.00	100
198-0470 CAPITALIZED EQUIPMEN	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
198-0475 EQUIPMENT	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
198-0514 SPECIAL PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0571 AUTOMOBILES	0	0	0.00	0.00	0.00	0.00	0.00	***
198-0573 CAPITALIZED ROAD EQU	100,000	100,000	0.00	92,469.69	0.00	92,469.69	7,530.31	8
198-0578 MEDICAL TESTING/DRUG	1,000	1,000	0.00	728.50	802.00	728.50	271.50	27
198-0675 PROFESSIONAL FEES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
198-3980 TRANSFER IN/OUT	87,640	87,640	0.00	76,994.86	80,453.15	76,994.86	10,645.14	12
TOTAL ROAD & BRIDGE PRECINCT	1,110,285	1,130,105	116,424.15	1,024,710.26	856,982.96	1,039,609.86	90,495.14	8

## 005 - ROAD &amp; BRIDGE PRECINCT 1 &amp; 3 - MISCELLANEOUS

999-9999 AUDIT ADJUSTMENT	0	0	0.00	0.00	-5.48	0.00	0.00	***
TOTAL MISCELLANEOUS	0	0	0.00	0.00	-5.48	0.00	0.00	***
TOTAL ROAD & BRIDGE PRECINCT	1,347,640	1,367,460	116,424.15	1,024,710.26	856,977.48	1,039,609.86	327,850.14	24

VOL. 82 PG. 997

Prepared by the Tom Green County Auditor's Office  
Page 47 of 49

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM  
Statement of Expenditures - Budget vs Actual vs Last Year  
ROAD & BRIDGE PRECINCT 2 & 4

07:38:25 20 OCT 2005

The Software Group, Inc.

For the Month of September and the 12 Months Ending September 30, 2005

Page 2

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - CONTINGENCY

Account.....	Orig Budget	Curr Budget	Monthly Exp	YTD Expenses	Last Year YTD	YTD Exp + Enc	UnEnc Balance	%Rm
192-0601 RESERVES	170,511	170,511	0.00	0.00	0.00	0.00	170,511.00	100
TOTAL CONTINGENCY	170,511	170,511	0.00	0.00	0.00	0.00	170,511.00	100

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4

199-0105 SALARY/EMPLOYEES	302,633	302,633	14,296.68	199,177.08	243,088.79	199,177.08	103,455.92	34
199-0109 SALARY/SUPERVISOR	31,154	31,154	2,596.18	31,154.16	30,394.32	31,154.16	-0.16	-0
199-0117 SALARY/ROAD SUPERINT	37,962	37,962	3,163.54	37,962.48	37,036.56	37,962.48	-0.48	-0
199-0124 SALARY/SHARED EMPLOY	0	0	0.00	0.00	0.00	0.00	0.00	***
199-0146 LONGEVITY PAY	10,603	10,603	0.00	10,603.00	0.00	10,603.00	0.00	0
199-0201 FICA/MEDICARE	29,250	29,250	1,495.67	20,677.40	23,162.08	20,677.40	8,572.60	29
199-0202 GROUP HOSPITAL INSUR	68,788	68,788	3,390.84	45,913.92	48,241.60	45,913.92	22,874.08	33
199-0203 RETIREMENT	27,759	27,759	1,439.82	19,508.64	23,396.27	19,508.64	8,250.36	30
199-0204 WORKERS COMPENSATION	31,000	31,000	0.00	20,185.00	21,994.00	20,185.00	10,815.00	35
199-0205 UNEMPLOYMENT INSURAN	1,000	1,000	102.16	608.45	837.87	608.45	391.55	39
199-0301 OFFICE SUPPLIES	100	100	0.00	49.85	794.14	49.85	50.15	50
199-0337 GASOLINE	30,000	30,000	9,939.02	24,578.71	27,244.52	24,578.71	5,421.29	18
199-0338 DIESEL FUEL	50,000	50,000	2,806.56	54,356.66	50,665.51	54,356.66	-4,356.66	-9
199-0339 GREASE & OIL	4,000	4,000	839.90	2,126.18	3,403.84	2,126.18	1,873.82	47
199-0340 ANTI/FREEZE	300	300	0.00	223.88	248.71	223.88	76.12	25
199-0341 TIRES & TUBES	10,000	10,000	7,014.10	12,943.35	9,221.05	12,943.35	-2,943.35	-29
199-0342 BATTERIES	1,000	1,000	0.00	0.00	0.00	0.00	1,000.00	100
199-0343 EQUIPMENT PARTS & RE	50,000	50,000	5,108.24	64,540.62	52,189.93	64,540.62	-14,540.62	-29
199-0357 MAINT & PAVING/PRCT	240,000	240,000	37,363.78	191,065.24	191,358.50	202,315.24	37,684.76	16
199-0388 CELLULAR PHONE/PAGER	5,000	5,000	650.82	4,095.76	3,435.45	4,095.76	904.24	18
199-0391 UNIFORMS	6,000	6,000	697.51	4,250.52	4,342.14	4,250.52	1,749.48	29
199-0405 DUES & SUBSCRIPTIONS	500	500	166.00	286.00	60.00	286.00	214.00	43
199-0428 TRAVEL & TRAINING	5,000	5,000	0.00	1,869.48	0.00	1,869.48	3,130.52	63
199-0440 UTILITIES	8,500	8,500	587.40	3,634.02	3,971.62	3,634.02	4,865.98	57
199-0460 EQUIPMENT RENTALS	5,000	5,000	0.00	0.00	145.20	0.00	5,000.00	100
199-0470 CAPITALIZED EQUIPMEN	5,000	5,000	35,710.69	36,014.69	0.00	45,697.89	-40,697.89	814
199-0475 EQUIPMENT	0	0	0.00	2,258.74	0.00	2,258.74	-2,258.74	***
199-0571 AUTOMOBILES	0	0	0.00	18,704.00	38,160.00	18,704.00	-18,704.00	***
199-0573 CAPITALIZED ROAD EQU	135,000	135,000	9,683.20	31,705.09	157,925.00	83,804.09	51,195.91	38
199-0578 MEDICAL TESTING/DRUG	1,000	1,000	0.00	728.50	752.00	728.50	271.50	27
199-0675 PROFESSIONAL FEES/CD	500	500	0.00	120.00	0.00	120.00	380.00	76
199-3980 TRANSFER IN/OUT	87,640	87,640	0.00	76,994.85	80,453.14	76,994.85	10,645.15	12
TOTAL ROAD & BRIDGE PRECINCT	1,184,689	1,184,689	137,052.11	916,336.27	1,052,522.24	989,368.47	195,320.53	16

## 006 - ROAD &amp; BRIDGE PRECINCT 2 &amp; 4 - MISCELLANEOUS

999-9999 AUDIT ADJUSTMENT	0	0	0.00	0.00	6.15	0.00	0.00	***
TOTAL MISCELLANEOUS	0	0	0.00	0.00	6.15	0.00	0.00	***
TOTAL ROAD & BRIDGE PRECINCT	1,355,200	1,355,200	137,052.11	916,336.27	1,052,528.39	989,368.47	365,831.53	27

VOL. 82 PG. 998

Prepared by the Tom Green County Auditor's Office  
Page 48 of 49

006 - ROAD & BRIDGE PRECINCT 2 & 4 - MISCELLANEOUS									
Account.....	Orig	Budget	Curr Budget	...Monthly Exp	..YTD Expenses	.Last Year YTD	.YTD Exp + Enc	.UnEnc Balance	%Rm
-----									
TOTAL FOR REPORTED FUNDS	2,702,840	2,722,660	253,476.26	1,941,046.53	1,909,505.87	2,028,978.33	693,681.67	25	
=====									



**DIVISION OF EMERGENCY MANAGEMENT**  
Office of the Governor

**RICK PERRY**  
Governor

Mailing Address:  
PO Box 4087  
Austin, Texas 78773-0220

Contact Numbers:  
512-424-2138 Duty Hours  
512-424-2277 Non-Duty Hours  
512-424-2444 Fax

Physical Address:  
5805 N. Lamar Blvd.  
Austin, Texas 78752

**STEVEN McCRAW**  
Director  
Office of Homeland Security

**JACK COLLEY**  
Chief

October 12, 2005

**ROUTE TO:**

Comm Pct 1 \_\_\_\_\_  
Comm Pct 2 \_\_\_\_\_  
Comm Pct 3 \_\_\_\_\_  
Comm Pct 4 \_\_\_\_\_  
Admin Serv \_\_\_\_\_

The Honorable Michael D. Brown  
Tom Green County Judge  
122 West Harris  
San Angelo, TX 76903

Dear Judge Brown:

The enclosed *Notice of Sub-recipient Award* for the 2005 Homeland Security Grant Program is being sent to you as the chief elected official for Tom Green County. The intent of the sub-grant is to aid in improvement of your jurisdiction's ability to enhance capacity of local jurisdictions to prevent, respond to and recover from acts of terrorism and natural disasters. Our Texas Domestic Preparedness Assessment website indicates that Capt. Steve Mild is the Point of Contact (POC) for your jurisdiction. The POC has been informed that you will be receiving this packet, so it is advisable to communicate with this individual. If the POC is no longer serving, please provide this letter and it's attachments to the individual who is now performing these duties.

**The Notice of Sub-recipient Award must be signed by an individual authorized by the governing board of the jurisdiction or organization to accept grants and returned to GDEM in order to activate the grant.** At the city and county level, individuals authorized to accept grants may include county judges, mayors, city managers, or chief financial officers. Other signatures will require an accompanying statement from the senior elected official authorizing the individual to sign for the jurisdiction. For agencies and organizations, authorized individuals typically include the Executive Director or Director.

In addition, a *Direct Deposit Authorization* form has been included and is available at the Texas State Comptroller's website: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. This form must also be filled out and submitted with the signed sub-recipient agreement to GDEM. A copy of the signed *Notice of Sub-recipient Award* and *Direct Deposit Authorization* should be made and retained in the applicable grant files.

**The deadline to return the signed *Notice of Sub-recipient Award* and the *Direct Deposit Authorization* is December 9, 2005.** The signed notice must be mailed or postmarked by the due date. The offer of award will be withdrawn if the signed *Notice of Sub-recipient Award* is not returned by the due date.

Please mail the signed Notice of Sub-Recipient Award to:

**Governor's Division of Emergency Management**  
**Attention: SAA Section**  
**PO Box 4087**  
**Austin, Texas 78773-0270**

VOL. 82 PG. 1000

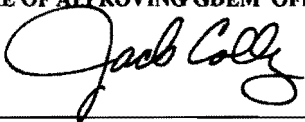
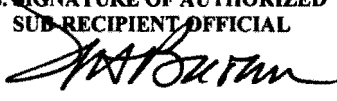
If you have any questions, or require further information regarding this award, please do not hesitate to contact Ben Patterson, SAA Section Manager at (512) 424-7809.

Sincerely,

A handwritten signature in black ink that reads "Jack Colley". The signature is written in a cursive, flowing style.

Jack Colley  
Chief

Enclosures:    *2005 Notice of Sub-recipient Award*  
                    *Direct Deposit Authorization Form*

<b>GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM)</b>  <b>HOMELAND SECURITY GRANT PROGRAM (HSGP)</b>		<b>NOTICE OF SUB-RECIPIENT AWARD FOR</b>  <b>Tom Green County</b>	
<b>1. SUB-RECIPIENT NAME AND ADDRESS:</b> Tom Green County 122 West Harris San Angelo, TX 76903		<b>4. SUB-AWARD NUMBER:</b> 2005 HSGP – 48451	
		<b>5. PERFORMANCE PERIOD:</b> FROM OCT 1, 2004 – DEC 30, 2006  <b>BUDGET PERIOD:</b> FROM OCT 1, 2004 – DEC 30, 2006	
<b>2. FEDERAL GRANT TITLE:</b> HOMELAND SECURITY GRANT PROGRAM		<b>6. DATE OF FEDERAL AWARD TO GDEM:</b> AUGUST 27, 2005	
<b>3A. FEDERAL GRANT AWARD NUMBER:</b> 2005-GE-T5-4025		<b>7. AMOUNT OF SUBAWARD:</b> \$150,000.00	
<b>3B. FEDERAL GRANTING AGENCY:</b> OFFICE FOR DOMESTIC PREPAREDNESS (ODP) DEPARTMENT OF HOMELAND SECURITY (DHS)		<b>8. SUBAWARD DATE</b> OCTOBER 11, 2005	<b>10. ACTION</b> INITIAL AWARD
<b>9. SPECIAL CONDITIONS</b> This Subaward is subject to the ODP FY 2005 Homeland Security Grant Program Guidelines and Application Kit. The Guidelines and Kit can be accessed at <a href="http://www.ojp.gov/fundopps.htm">http://www.ojp.gov/fundopps.htm</a> . The ODP periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. ODP's Information Bulletins can be accessed at <a href="http://www.ojp.usdoj.gov/odp/docs/bulletins.htm">http://www.ojp.usdoj.gov/odp/docs/bulletins.htm</a> and are incorporated by reference into this Subaward. This Subaward is also subject to the current Texas Homeland Security Grant Program (HSGP) Grant Instructions, the Federal Grant Award and to the grant guidance imposed upon GDEM by DHS. The current Texas HSGP Grant Instructions can be accessed at <a href="http://www.texasdpa.info">http://www.texasdpa.info</a> . The Texas Grant Instructions are intended to complement rather than replace the Federal Program Guidelines published by the ODP and are incorporated by reference into this Sub-award together with the attached Special Conditions.			
<b>10. STATUTORY AUTHORITY FOR GRANT</b> This project is supported under Public Law 108-334, the Department of Homeland Security Appropriations Act of 2005.			
<b>11. A-133 REPORTING REQUIREMENT:</b> All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The Federal Audit Clearinghouse submission requirements can be found at <a href="http://harvester.census.gov/sac/">http://harvester.census.gov/sac/</a> . A report must be submitted to GDEM - SAA each year this grant is active. Sub-recipient shall comply with the audit requirements set forth in OMB Circular A-133.			
<b>12. METHOD OF PAYMENT</b> Primary method is reimbursement. See the 2005 Texas Homeland Security Grant Program Guidelines for further instructions on obtaining reimbursement. (2005 Guide will be sent under separate letter)			
<b>13. DEBARMENT / SUSPENSION CERTIFICATION:</b> By signing in block 19 below, the sub-recipient official certifies the jurisdiction is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency at <a href="http://www.epls.gov">http://www.epls.gov</a> .			
<b>14. NON-SUPPLANTING CERTIFICATION:</b> By signing in block 19 below, the sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.			
<b>AGENCY APPROVAL</b>		<b>SUB-RECIPIENT ACCEPTANCE</b>	
<b>15. APPROVING GDEM OFFICIAL</b> Jack Colley, Chief Division of Emergency Management Office of the Governor		<b>17. TYPED NAME AND TITLE OF AUTHORIZED SUB-RECIPIENT OFFICIAL</b>	
<b>16. SIGNATURE OF APPROVING GDEM OFFICIAL</b> 		<b>18. SIGNATURE OF AUTHORIZED SUB-RECIPIENT OFFICIAL</b> 	<b>19. DATE</b> 10-25-05
<b>20. AWARD BREAKDOWN</b> CFDA 97.008 UASI 2005 \$ 0.00   CFDA 97.073 SHSP 2005 \$150,000.00   CFDA 97.074 LETPP 2005 \$ 0.00 CFDA 97.071 MMRS 2005 \$ 0.00   CFDA 97.053 CCP 2005 \$ 0.00			



<p><b>GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM)</b></p> <p><b>HOMELAND SECURITY GRANT PROGRAM</b></p>	<p><b>NOTICE OF SUB-RECIPIENT AWARD FOR Tom Green County</b></p>
<p>AWARD NUMBER 2005 HSGP -48451    AWARD DATE: OCTOBER 11, 2005</p>	
<p style="text-align: center;"><b><i>SPECIAL CONDITIONS</i></b></p> <ol style="list-style-type: none"> <li>1) <b>Purpose:</b> Sub-grant funds will be used to provide law enforcement and emergency response communities with enhanced capabilities for preparing and responding to the potential threats of manmade and natural disasters.</li> <li>2) <b>Overview:</b> Funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism as described in the Federal Program Guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <a href="http://www.whitehouse.gov/omb/circulars/index.html">http://www.whitehouse.gov/omb/circulars/index.html</a>.</li> <li>3) The <i>Notice of Sub-recipient Award</i> is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.</li> <li>4) Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <a href="http://www.ojp.usdoj.gov/oc/">http://www.ojp.usdoj.gov/oc/</a>.</li> <li>5) Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide.</li> <li>6) Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.</li> <li>7) Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.</li> <li>8) Sub-recipient agrees to comply with the U.S. Department of Homeland Security Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and the Notice of Award from ODP to GDEM.</li> <li>9) Sub-recipient agrees to monitor the activities of program participants as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.</li> <li>10) Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.</li> <li>11) Projects identified in the Domestic Preparedness Assessment website (<a href="http://www.texasdpa.com">www.texasdpa.com</a>) must identify and relate to the goals and objectives indicated by the applicable Texas Homeland Security Strategic Plan for the grant period of performance.</li> <li>12) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM for reporting as noted in the 2005 Federal Grant Guidelines.</li> <li>13) Sub-recipient must prepare and submit quarterly performance reports to GDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM.</li> </ol>	

- 14) GDEM may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring - including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, information provided on performance reports and payment requests, needs and threat assessments and strategies.
- 15) GDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
- 16) GDEM will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM will issue an invoice to recover the unused funds.
- 17) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
- 18) The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and the Urban Area Homeland Security Strategies.
- 19) When implementing the Office of State and Local Government Coordination and Preparedness (SLGCP) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting SLGCP funded activities.
- 20) The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: 'This Document was prepared under a grant from the SLGCP, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security.'
- 21) The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.' Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 22) The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 23) Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM prior to obligation or expenditure of such funds.
- 24) Sub-recipient acknowledges that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 25) Sub-recipient shall provide the assurances required by ODP. Failure to comply may result in the withholding of funds, termination of the award or other sanctions.

- 26) Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- 27) Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients should still complete the following other four aspects of this task no later than October 1, 2005: *(1) Formally recognize the NIMS and adopt the NIMS principles and policies, (2) Establish a NIMS baseline by determining which NIMS requirements are met, (3) Establish a timeframe and (4) Develop a strategy for full NIMS implementation and institutionalize the use of the Incident Command System (ICS).*
- 28) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.
- 29) Sub-recipient may request an advance for expenditures incurred under this program. Requests must be made in writing from the chief elected official and submitted to GDEM. Letters for advance payments must be certified by the financial officer of the sub-recipient organization. GDEM will make the determination whether an advance will be made. Conditions for use and reporting of the advance payments will be available with the forms. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html) and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html). Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services  
Division of Payment Management Services  
P.O. Box 6021  
Rockville, MD 20852

Sub-recipients must report any interest remitted to GDEM.

- 30) Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

TO : Sub-recipient address

TO: Jack Colley, Chief  
Division of Emergency Management  
Office of the Governor  
PO Box 4087  
Austin, TX 78773-0220

DIRECT DEPOSIT AUTHORIZATION

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Section 7 must be completed by the paying state agency.
- Check all appropriate box(es).

For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Interagency transfer (Sections 2 & 3)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI) <input type="checkbox"/>		2. Mail code (If not known, will be completed by Paying State Agency) <input type="checkbox"/>	
	3. Name		4. Business phone number ( )	
	5. Street address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to Section 403.018, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.		
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Name		14. City		15. State	
	16. Routing transit number		17. Customer account number (Dashes required <input type="checkbox"/> YES)		18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	19. Representative name (Please print)			20. Title		
	21. Representative signature (Optional)		22. Phone number ( )		23. Date	

EXEMPTION:

SECTION 5	I claim exemption and request payment by state warrant (check) because:		
	24. <input type="checkbox"/> I hold a position that is classified below group 8 in the position classification salary schedule.		
	25. <input type="checkbox"/> I am unable to establish a qualifying account at a financial institution.		
	26. <input type="checkbox"/> I certify that payment by direct deposit would be impractical and/or more costly to me than payment by warrant.		
	27. Authorized signature	28. Printed name	29. Date

CANCELLATION BY AGENCY

SECTION 6	30. Reason	31. Date
-----------	------------	----------

PAYING STATE AGENCY

SECTION 7	32. Signature		33. Printed name	
	34. Agency name		35. Agency number	
	36. Comments		37. Phone number ( )	
			38. Date	

WHITE - Comptroller

YELLOW - Agency

PINK - Payee

## INSTRUCTIONS FOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

### **SECTION 1: Check the appropriate box(es)**

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  - a. Complete Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  - a. Payee completes Sections 2 & 3.
- **INTERAGENCY TRANSFER** - For state employees only who transfer from one state agency to another.
  - a. Employee completes Sections 2 & 3.
  - b. Employee should submit form to the new paying state agency for completion of Section 7.
- **EXEMPTION** - If payee claims an exemption granted by Tex. Govt. Code Ann. §403.016.
  - a. Payee completes Sections 2 & 5.
- **CHANGE FINANCIAL INSTITUTION**
  - a. Payee completes Sections 2 & 3.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  - a. Payee completes Sections 2 & 3.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  - a. Payee completes Sections 2 & 3.
  - b. Section 4 is recommended to be completed by financial institution.

### **SECTION 2: PAYEE IDENTIFICATION**

- Item 1** Leave the shaded boxes blank if you do not have your 11-digit Comptroller Payee Identification number. The paying state agency will provide the information to be entered in the shaded boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** If your 3-digit mail code is not known, it will be assigned by the paying state agency.

### **SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION**

**Items 10, 11 & 12** The individual authorizing must sign, print their name and date the form.

**NOTE:** No alterations to this section will be allowed.

### **SECTION 4: FINANCIAL INSTITUTION**

**Section 4 is recommended to be completed by financial institution.**

**NOTE:** Alterations to routing and/or account number must be initiated by the financial institution representative or the payee.

### **SECTION 5: EXEMPTION**

- a. If you qualify for an exemption, check the appropriate box.
- b. Complete items 27, 28 and 29.

**NOTE:** Exemption forms are maintained by the paying state agency.

### **SECTION 6: CANCELLATION BY AGENCY**

Sections 6 & 7 must be completed by the paying state agency.

### **SECTION 7: PAYING STATE AGENCY**

Section 7 must be completed by the paying state agency before the form can be processed.

Submit the completed form to your paying state agency.

## **Concho Boxing Club "Fighting Armadillos" Youth Program Inc.**

The C.B.C. has three main objectives. To provide an athletic diversion to Drug-Use, and Alcohol abuse. It offers an alternative to Gang-Related Violence, and instead introduces the fundamentals of Olympic Style Boxing to San Angelo. We also teach them the in and out of the ring combinations. One has to be more than just a boxer to be a member of the C.B.C. The Concho Boxing Club has a code of conduct that everyone must follow in order to remain in the club. Some of the rules state: there is to be no gang-related attire to be worn in or around the club. Another, is no foul language is to be used by any member of the club at any time. They must also be on time for practices, be attentive, and willing to be taught new things. One of the most important rules is every member must maintain at-least a "C" average in school in order to participate in any club competitions. Members who do not maintain this average will be asked to enroll in tutoring classes in their school. Education is our top priority! We work with kids who are in an At-Risk category, who are youth of low income families, and youth who have the condition A.D.D. Boxing, we believe, teaches self respect, respect for others, and helps build confidence. It also gives the youth a sense of self esteem, they learn the importance of teamwork, they learn individual skills, and they learn how to establish some personal goals for themselves. Boxing also teaches the youth discipline, responsibility, leadership skills, and last but not least it teaches them sportsmanship. The youth are also given a chance to travel and meet new people from different places. We here at C.B.C. see sports as something that is suppose to be fun. It's great for our kids to win a match, but in amateur boxing, Participation is our main goal not just winning. Should one of our boxers lose a match, we'll watch the match on tape, evaluate it, and look for ways to improve on their skills. Safety is the number one rule in Amateur Boxing. The benefit of learning these skills and important values to these kids early in life will prepare them as they grow into "Adulthood". We here at C.B.C. hope the kids will take with them the values and the importance of becoming responsible young adults, long after the boxing and experiences they have learned here with us at C.B.C. have past. C.B.C., "WE ARE BUILDING FOR THE FUTURE".

Head-Coach---Sel Trejo  
617 East 13th  
San Angelo, Tx 76903  
Home#-(325)653-5026  
Cell#-(325)650-2657

