

**Tom Green County Commissioners' Court  
November 29<sup>th</sup>, 2005**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session November 29<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
- 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 8:10 AM.
5. Judge Brown reconvened the meeting in Open Session at 9:10 A.M.
6. Commissioner Hoelscher offered the invocation. The Pledge of Allegiance to the United States and the Texas Flag were recited.
8. **Commissioner Easingwood moved to accept the Consent Agenda as presented. Judge Brown seconded the motion. The following items were presented:**
  - A. Approved the Minutes of the Special Canvass Meeting on November 21st, 2005.
  - B. Approved the Minutes of Accounts Allowable (Bills) from November 23<sup>rd</sup> -29<sup>th</sup>, 2005 in the amount of \$2,770.15. (Recorded with these minutes) Purchase Orders from November 21<sup>st</sup> – 25<sup>th</sup>, 2005 in the amount of \$35,369.21.
  - 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. DATE</u>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Benton, Michael	Elections	Promotion	12-01-05	N/A	\$1544.92 S/M	\$24.00 S/M

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	GRADE /STEP	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Ford, Brandi	CSCD	New Hire	11-16-05	N/A	\$1073.67 S/M	
Hernandez, Neomi C.	CSCD	Salary Increase	11-16-05	N/A	\$1033.92 S/M	
Campbell, Keanndris	CSCD	Transfer	11-01-05	N/A	\$812.21 S/M	
Hammock, Leanne	Library	Resignation	12-02-05	N/A	\$6.05/Hour	
Barron, Alexis	Library	Resignation	12-06-05	N/A	\$6.90/Hour	
Arvedson, Casey	Vehicle Registration	Resignation	12-02-05	12/2	\$784.84 S/M	

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

**All voted in favor of the motion. The motion passed 5-0.**

9. **Judge Brown moved to authorize Attorney Dana Banks to enter into reconciliation settlement negotiations with the EOC for all outstanding claims as discussed in Closed/Executive Session. Commissioner Easingwood seconded the motion. The motion passed 5-0.**
  10. **Judge Brown moved to adopt Proclamation proclaiming December 5<sup>th</sup> – 11<sup>th</sup>, 2005 as “Tree of Angels Week” to honor surviving victims of violent crimes and victims’ families by allowing loved ones to bring an angel to place on the special tree on display in the County Justice Center. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
  11. **Commissioner Floyd moved to authorize Archie Kountz, RISK Manager, to develop a policy to implement adding workers comp coverage to volunteers with estimated premium fees not to exceed \$10,000.00. Policy will be presented at the December 13<sup>th</sup>, 2005 Commissioners Court meeting for further action. Commissioner Bookter seconded the motion. The motion passed 5-0.**
  12. **Judge Brown moved to approve the Agreement between Tom Green County and Averus, Inc. Regarding Consulting Services for the Tom Green County Library expansion to the Hemphill-Wells Building and authorize the Judge to sign the necessary papers. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
  13. **Commissioner Bookter moved to appoint Deen Dickson to fill the unexpired term of Tom Green County Constable for Precinct #2 until the next general election on November 7, 2006. Commissioner Floyd seconded the motion. The motion passed 5-0.**
  - 13 (A). **Judge Brown moved to Order a Countywide Burn Ban restricting outdoor burning based on recommendations of the Texas Forest Service and the dry conditions. Commissioner Floyd seconded the motion. The motion passed 5-0. (Order recorded with these minutes.)**
  14. **No further Action** regarding the Library/former Hemphill Wells Building.
  15. The only issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations were:
    1. Bonding requirements.
    2. Commissioners Easingwood and Floyd are working 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.**
16. **There were no line item transfers.**

**17. Future Agenda Items Discussed:**

1. Go over Contract lists.
2. Review for action the policy for comp insurance for volunteers.
3. Consider recommendations for terminating contracts and relationships with architect regarding the library expansion in the Edd B. Keyes Building.

**18. Announcements:**

1. Deen Dickson will be sworn in Friday morning, December 2, 2005, in Judge Brown's Courtroom by Justice of the Peace Russell Smith at 10:00 AM.
2. The next Regular Scheduled Commissioners' Court meeting will be December 13<sup>th</sup>, 2005.

**19. Judge Brown adjourned the meeting at 11:01 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 November 29<sup>th</sup>, 2005.**

**I hereby set my hand and seal to this record November 29<sup>th</sup>, 2005.**

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Gary Monico, Chief Deputy Clerk, for  
Elizabeth McGill, County Clerk and  
Ex-officio Clerk of the Commissioners' Court

# Treasurers' Report on Bills during the Period of

November 23, 2005, 2005 TO November 29, 2005

Hand delivered Date: 11/23/05 Time: 9:30 a.m.

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

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

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

### Bank Account Code - Budget

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

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

\$1,712.15 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

\$1,058.00 Jury Checks

11/23/2005

Voids-Month of

Miscellaneous

\$2,770.15 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  
Richard Easingwood Richard Easingwood, Commissioner Pct #4  
Mike Brown Mike Brown, County Judge

**TOM GREEN COUNTY  
PROCLAMATION**

**Tree of Angels Week**

**WHEREAS**, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim.

**WHEREAS**, recognizing that violent crime has a destructive impact on victims and their families. The Tree of Angels ceremony has become a tradition observed in Tom Green County to recognize that the holiday season is a difficult time for victims and their families. The event honors surviving victims of violent crime and victims' families by allowing loved ones to bring an angel to place on a special Christmas tree to be displayed in the Tom Green County Justice Center for all citizens to observe and honor.

**WHEREAS**, all Tom Green County recognizes the important work of all who commit themselves to assist crime victims and their loved ones. Traditions like the Tree of Angels reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

**NOW THEREFORE, BE IT RESOLVED THAT** the Commissioners Court of Tom Green County, State of Texas, do proclaim December 5 - 11, 2005 as **TREE of ANGELS WEEK** and urge citizens of Tom Green County to participate in the Tree of Angels ceremony on Thursday, December 8, 2005.

**PASSED and ADOPTED** by the Commissioners Court of Tom Green County, State of Texas on the 29th day of November 2005.

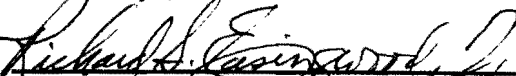
  
Mike Brown, Tom Green County Judge



  
Ralph Hoelscher, Commissioner Precinct 1

  
Karl W. Bookter, Commissioner Precinct 2

  
Steven Floyd, Commissioner Precinct 3

  
Richard Easingwood Jr., Commissioner Precinct 4

AGREEMENT BETWEEN TOM GREEN COUNTY AND AVERUS, INC.  
REGARDING CONSULTING SERVICES  
FOR THE TOM GREEN COUNTY LIBRARY

This Agreement, hereinafter referred to as "Agreement", by and between Tom Green County, a political and legal subdivision of the State of Texas with its general offices located at 122 West Harris, San Angelo, Texas 76903 (hereinafter referred to as "County"), and Averus, Inc., with its general offices located at 111 Wild Horse Way, Georgetown, Texas 78628 (hereinafter referred to as "Averus" or "Consultant"), is made and entered into to be effective the 29<sup>th</sup> day of November, 2005.

WITNESSETH

WHEREAS, Averus has represented to the County that it has the skill, knowledge and expertise to provide to the County consulting services for the completion of a Library Strategic Plan and a building program for the conversion and renovation of the Hemphill-Wells building into a new central library for use by the citizens of Tom Green County;

WHEREAS, Averus is represented by Darrell Noe, its President and David Price, its Vice-President;

WHEREAS, David Price shall serve as the project manager for Averus to complete the scope of services necessary to develop and complete a Library Strategic Plan and building program for County;

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

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

1. Consultant shall perform the following services for and on behalf of the County:
  - a. Review the strategic plan process developed by the Director of the Tom Green County Library, Larry Justiss.
  - b. Complete the strategic plan process developed by the Director of the Tom Green County Library, Larry Justiss.
  - c. Conduct an analysis from the current available data and information for the Tom Green County Library.

- d. Review the financial data available for the Tom Green County Library.
  - e. Review the financial issues and requirements as it relates to the conversion and renovation of the Hemphill-Wells building into a central library for Tom Green County.
  - f. Develop the protocol and strategy for the funding for the conversion, operation, and renovation of the Hemphill-Wells building into a central library for Tom Green County.
  - g. Develop a written building program for the conversion, operation, and renovation of the Hemphill-Wells building into a central library for Tom Green County.
  - h. Develop a written program for the conversion and construction of the Tom Green County Library and its implementation.
  - i. Develop a technology program for the Tom Green County Library which shall be implemented by the Director of the Tom Green County Library, Larry Justiss.
  - j. Provide professional assistance and advice in the selection and consideration of an architect for the Tom Green County Library to be located in the Hemphill-Wells building.
2. This Agreement is based upon the objective information and assumptions which are as follows:
- a. The conversion and renovation of the Hemphill-Wells building to a central library for the use by the citizens of Tom Green County.
  - b. The development and completion of this objective will require library consulting services who shall prepare a written Library Strategic Plan and develop a building program for the architectural and construction phases.
  - c. Develop a technology plan for the construction and operation of the Tom Green County Library and the preparing of financial analysis as necessary and required for the Tom Green County Library.
  - d. Provide professional assistance and advice throughout the project period.
  - e. County designates Larry Justiss, the Library Director for the Tom Green County Library, as its representative in working with Consultant in developing a Library Strategic Plan, Building Program Services, and technology plan.

- f. Larry Justiss shall provide to the Consultant information, documentation and projections that the Consultant may need in performing its analysis and submitting its recommendations.
  - g. Consultant will provide to Larry Justiss and County drafts, projections and general conclusions for review, comments, recommendations, and feedback.
  - h. The representative of the County and Consultant will communicate on a regular and routine basis in achieving the goal of developing a Library Strategic Plan, Building Program Services, and technology plan and meet at such times as necessary to share the information, develop the programs, consider the progress, obtain direction, and make presentations to the County and other interested individuals as to the progress and advancement of the project.
3. The financial parameters in reference to the completion of the Library Strategic Plan and Building Program Services are that it is projected a total budget between Twelve and Sixteen Million Dollars (\$12,000,000.00 - \$16,000,000.00) for the funding of the Library Strategic Plan and Building Program Services for the conversion and renovation of the Hemphill-Wells building into a new central library for Tom Green County.
4. County and Consultant agree to the following:
- a. County's representative and Consultant will work together for the conversion and renovation of the Hemphill-Wells building into a new central library for Tom Green County.
  - b. County's representative will schedule the meetings with the County as necessary beyond routine contacts with the Consultant.
  - c. Consultant will meet the dates for the element time lines except when the County changes the dates or unforeseen circumstances arise which require a change in the element time line.
  - d. Consultant shall prepare written reports and documents for the County's review and approval and said reports and documents shall become the property of the County upon the acceptance of the reports and documents by the County for official use.
  - e. Consultant shall deliver to the County's representative five (5) copies of the written reports and documents.
  - f. The reports and documents may be reproduced by the County.



- g. Consultant shall also provide one (1) electronic copy of the reports and documents for storage or reproduction.
- h. Consultant retains the right to quote from the reports and documents and to receive publically credit for the authorship and preparation of such reports and documents for its library consulting services as it relates to the conversion and renovation of the Hemphill-Wells building into a new central library for Tom Green County.
- i. County reserves the right to change the scope of services.
- j. In the event such request for a change of services is given by the County, the terms and conditions will be negotiated between the County and Consultant.

5. The time line for the completion of the Library Strategic Plan and Building Program Services is as follows:

<u>Element</u>	<u>Begin</u>	<u>Conclude</u>
Strategic Plan	December 1, 2005	February 28, 2006
Building Program	December 1, 2005	March 31, 2006
Financial Need Assessments	March 1, 2006	March 31, 2006
Technology Plan	June 1, 2006	November 30, 2006
Professional Assistance/Advice	December 1, 2005	September 30, 2008

These time lines are based upon a start date of December 1, 2005, and assume no unforeseen circumstance which may interrupt or delay the projected time lines. Any delay in the time lines not the result of delay or negligence by the Consultant will require a new mutually agreed upon time line.

6. The total compensation for the professional services to be paid by the County to the Consultant for the services related to the Library Consulting Services for the completion of the Library Strategic Plan and Building Program Services for the conversion and renovation of the Hemphill-Wells building into a new central library for Tom Green County shall not exceed One Hundred Ten Thousand Dollars (\$110,000.00) which is inclusive of expenses and costs.

7. Payments on account of Consultant's professional services shall be made as follows:

- a. On December 1, 2005, the payment of the sum of \$20,000.00 to cover the expenses associated with the professional services which include administrative, travel, advanced professional requirements and reports and document reproductions as may be required. There shall be no other payment for any other expenses by the County.
- b. On April 1, 2006 the payment of \$15,000.00.

- c. On October 1, 2006 the payment of \$15,000.00.
- d. On January 2, 2007 the payment of \$25,000.00.
- e. On July 1, 2007 the payment of \$15,000.00.
- f. On October 1, 2008 the payment of \$20,000.00.

Payments to Consultant shall be based upon Consultant completing its obligations and services to the County. Consultant's professional services in reference to this project shall be through September 30, 2008. In the event a new scope of services is determined by the County to be necessary and in the best interest of the County and if County requests the continued service of the Consultant, the terms, conditions and compensation for these services will be negotiated between the parties.

8. In connection with the scope of services outlined in this Agreement, it is agreed and fully understood by the Consultant that County may at its sole discretion cancel or indefinitely suspend further work hereunder or terminate this Agreement upon thirty (30) days written notice to the Consultant with the understanding that immediately upon receipt of such said notice, all work performed under this Agreement shall cease. Consultant shall invoice the County for all work and services satisfactorily completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits or consequential damages. Consultant shall deliver all reports, analysis, documents, or other work to the County relating to the project and that said reports, analysis, documents, or other work shall then become the property of the County upon the termination of the Agreement and the payments due.

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

10. This Agreement represents the entire Agreement between the parties which may be amended or supplemented by mutual agreement of the parties in writing.

11. Consultant shall comply with all applicable federal, state and local laws and ordinances where applicable, as amended.

12. As a condition of this Agreement, Consultant hereby covenants that it will take all necessary action to ensure that, in connection with any work under this Agreement, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements.

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

14. 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 W. Harris  
San Angelo, Texas 76903  
Telephone: 325/653-3318  
Facsimile: 325/659-3258

**IF TO CONSULTANT:**

Name: David Price  
Title: Vice-President  
Company: Averus, Inc.  
Address: 111 Wild Horse Way  
Georgetown, Texas 78628  
Telephone: 512/715-5229  
Facsimile: 512/756-2539

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

16. County shall not have the right to control the manner(s) or prescribe the method(s) by which Consultant performs the work. Consultant shall be wholly responsible for the Consultant's services. Consultant is entirely and solely responsible for its acts and the acts of its agents, employees,

representatives, engineers, consultants and subcontractors engaged in the performance of the work.

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

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

19. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or Consultant.

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

EXECUTED this 29 day of November, 2005, to be effective the 29th day of November, 2005.

COUNTY:

TOM GREEN COUNTY

By: 

Michael D. Brown, acting in his official capacity as County Judge and not in his individual capacity  
County Judge

Date: 11-29-05

**CONSULTANT:**

AVERUS, INC.

By: *Darrell Noe*  
Darrell Noe, President

Date: 11-25-05

By: *David Price*  
David Price, Vice-President

Date: 11-23-05

STATE OF TEXAS §

COUNTY OF TOM GREEN §

ORDER RESTRICTING OUTDOOR BURNING

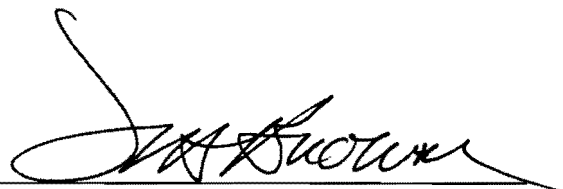
WHEREAS, the Texas Forest Service and the Commissioners' Court of Tom Green County have determined that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners' Court of Tom green county that all outdoor burning is banned in the unincorporated area of the county for a period of 90 days from the date of adoption of this order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to Local Government Code §204.906, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, natural Resources Code, and meet the standards of Section 153,047, Natural Resources Code.

In accordance with local Government Code §204.906(h), a violation of this Order is a Class C Misdemeanor, punishable by a fine not to exceed \$500.

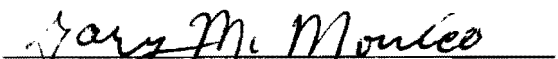
ADOPTED this 29<sup>th</sup> day of November, 2005 by a unanimous vote of the Tom Green County Commissioners' Court.





Michael D. Brown, County Judge  
Tom Green County

ATTEST:

  
Gary Monico, Chief Deputy County Clerk, for  
Elizabeth McGill, County Clerk,  
Tom Green County, Texas