## Tom Green County Commissioners' Court April 25<sup>th</sup>, 2006

The Commissioners' Court of Tom Green County, Texas, met in Regular Session April 25<sup>th</sup>, 2006 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 8:11 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 8:11 AM.
- 5. Judge Brown reconvened the meeting in Open Session at 8:51 A.M.
- 6. Judge Brown offered the invocation. The Pledge of Allegiance to the United States and the Texas Flag were recited.
- 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 April 11<sup>th</sup>, 2006
  - B. Approved the Minutes of Accounts Allowable (Bills) from April 10<sup>th</sup> &12<sup>th</sup> April 25<sup>th</sup>, 2006 in the amount of \$1,306,692.60 (Recorded with these minutes)

Purchase Orders from April  $10^{th} - 14^{th}$ , 2006 in the amount of \$42,769.37 and from April  $17^{th} - 21^{st}$ , 2006 in the amount of \$32,039.11.

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> DATE	GRADE /STEP	<u>SALARY</u>	SUPP/CAR ALLOW
Tijerina, Roland	Jail	Rehire	4-19-06	16/1	\$931.89 S/M	
Castillo, Brenda M.	Elections	Status Change	4-19-06	N/A	\$6.00/Hour	
Mendez, Hermilo	IHC	Promotion	4-12-06	10/1	\$695.39 S/M	
West, Autumn N.	Juvenile	Salary Correction	3-1-06	N/A	\$1,000.00 S/M	
Wick, Chrystal L.	Juvenile	Salary Correction	3-1-06	N/A	\$1,000.00 S/M	
Bilyeu, Rachel L.	Juvenile	Salary Correction	10-3-05	N/A	\$1,000.00 S/M	
Bilyeu, Rachel L.	Juvenile	Salary Correction	4-03-06	N/A	\$1,000.00 S/M	\$108.33 S/M
Andrews, Crystal L.	Juvenile	Salary Correction	10-3-05	N/A	\$1,000.00 S/M	
Andrews, Crystal L.	Juvenile	Salary Correction	4-03-06	N/A	\$1,000.00 S/M	\$108.33 S/M
Fitz-Gerald IV, James	Elections	New Hire	4-17-06	N/A	\$6.00/Hour	
Holland, Nicole D.	Elections	New Hire	4-17-06	N/A	\$6.00/Hour	
Rincones, Ruben E.	Parks	Status Change	4-19-06	11/1	\$730.16 S/M	
Moffat, David C.	Juvenile	Salary Correction	10-3-05	N/A	\$1000.00 S/M	
Moffat, David C.	Juvenile	Salary Correction	4-03-06	N/A	\$1,000.00 S/M	\$108.33 S/M

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

NAME	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF.</u> DATE	GRADE /STEP	<u>SALARY</u>	SUPP/CAR ALLOW
Martinez, Danny L.	Elections	Dismissal	4-03-06	N/A	\$6.00/Hour	
Cochran, Laura M.	Elections	Resignation	3-31-06	N/A	\$6.00/Hour	
Holsey, Shelley L.	Vehicle Registration	Resignation	4-28-06	11/2	\$748.42 S/M	
Grazette, Leon E.	CSCD	New Hire	4-03-06	N/A	\$1073.67 S/M	
Aguero, Raul A.	County Clerk	Retirement	4-30-06	10/7	\$806.44 S/M	
Coppedge, Jimmy D.	Jail	Dismissal	4-12-06	N/A	\$1032.00 S/M	
Garrison, Cheri A.	<b>Custodial Services</b>	Resignation	4-19-06	N/A	\$5.45/Hour	
Shuck, Donald L.	CSCD	Resignation	4-21-06	N/A	\$792.42 S/M	
Knittle, Janice M.	Library	Resignation	4-29-06	N/A	\$6.45/Hour	
Hernandez, Rodrigo	CSCD	Resignation	4-30-06	N/A	\$914.18 S/M	
The fellowing negons	al actions one massanta	d for Cuarta a	a a maattam	of magand.	None	

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

D. Accepted the Quarterly Solid Waste Report as a matter of record. (Recorded with the minutes.)

#### The motion passed 4-0.

- 9. There was no action from the Closed/Executive Session.
- 19. Judge Brown moved to accept the Treasurer's Monthly Report for March 2006 as a matter of record. Commissioner Bookter seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 20. Judge Brown moved to adopt the Resolution in Opposition to Revenue caps and/or lowering the current revenue cap. Commissioner Bookter seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 13. Commissioner Bookter moved to adopt the Resolution Supporting the Initiatives of the City of San Angelo to Nominate the Red Arroyo Shared Use Pathway for Funding Under the Texas Statewide Transportation Enhancement Program. Judge Brown seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 18. Judge Brown moved to adopt a Resolution in support of a Brush Control Grant Application for an Ecosystem Restoration project at Twin Buttes Reservoir. The Tom Green County Water Control District #1 will make the Application for the Grant. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 22. Judge Brown moved to terminate all negotiations and issues relating to Corrections Concepts Inc. (CCI) and the proposed "Habilitation House." Commissioner Bookter seconded the motion. The motion passed 4-0.
- 15. Judge Brown moved to approve the Grant for the "Click it or Ticket" Program for 2006. Commissioner Floyd seconded the motion. The motion passed 4-0. (Recorded with the minutes.)

- 24. Judge Brown moved to adopt the Resolution proclaiming April 2006 as Sexual Assault Awareness Month in Tom Green County. Commissioner Bookter seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 25. Commissioner Floyd moved to approve the transfer of a 1982 Ford, Model 3610, tractor from Road and Bridge 1/3 inventory to the Parks Department. Judge Brown seconded the motion. The motion passed 4-0.
- 28. Judge Brown to approve the Texas VINE First Amended Annual Maintenance Grant Contract for Fiscal Year 2006 through the Office of the Attorney General. Commissioner Bookter seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 21. Commissioner Floyd moved to approve the request from Trek Resources, Inc, who is employing Darnell and Dixon, to install a road bore underneath Carlsbad Loop West, near the intersection of Burma Road in Precinct #3. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 17. Commissioner Bookter moved to approve the request from the Millersview Doole Water Supply Corporation to bore under Robbie Jones Road to service their customers. Judge Brown seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 10. Judge Brown moved to accept the recommendations of the committee and enter into negotiations with the combination of the firm of Craig Kinney Architects/ Holzman Moss Architecture (RFQ 06-008) for the renovation of the Hemphill Wells Building for the library. If negotiations fail, then it is approved to move to the next firm on the list of Leo Daily for negotiations. Commissioner Bookter seconded the motion. The motion passed 4-0.
- 11. Commissioner Hoelscher moved to accept the Library Strategic Plan by Averus, as presented. Commissioner Floyd seconded the motion. The motion passed 4-0. (Recorded with the minutes.)
- 12. Commissioner Bookter moved to accept Tract 1 of the Lehr Subdivision, subject to all fees being paid, as presented. Judge Brown seconded the motion. The motion carried 4-0.
- 14. Commissioner Floyd moved to approve the out of state travel request from Sheriff Hunt for Larry Clark and Mario DeHoyos to attend a three-day conference in Albuquerque, New Mexico in Court Security Training on May 16-18, 2006. Judge Brown seconded the motion. Judge Brown, Commissioners Floyd and Hoelscher voted in favor of the motion. Commissioner Bookter voted in opposition of the motion. The motion passed 3-1.
- 27. No Action was taken regarding the Wind Turbine Project in Tom Green County; discussion was for information to help inform the citizens. Commissioner Hoelscher explained that he has taken a County map and divided it into 8-10

thousand acre blocks to determine if there is any interest in pooling small landowners together for the development of wind towers in Tom Green County. There are two public meetings scheduled to answer questions and concerns.

- **26.** Acknowledgement of the 2005 Tom Green County United Way Awards was **Tabled** until the next Regular meeting
- 23. Judge Brown moved approve the Professional Services Agreement between Tom Green County and Allison, Bass & Associates for Assistance in the Revision of the County's Subdivision and Manufactured Home Rental Community Development Regulations and to approve the following line item transfer for funding.

Fund: General

		Budget	Budget
<b>Department</b>	<u>Account</u>	<b>Increase</b>	Decrease
9 Non-Departmental	675 Professional Fees	3,639.00	
192 Contingency	601 Reserves		3,639.00

Commissioner Floyd seconded the motion. The motion passed 3-0. (Commissioner Bookter was absent for the vote. (Recorded with the minutes.)

- 16. Commissioner Floyd moved to accept the proposal from Stone Key Estates, pursuant to the mutually acceptable collateralized Escrow agreement and after the deposit of the road cost + 10% to assure the completion of construction of the roads to County standards, then after twelve months, proof will be provided that all defects are cured and the acceptance of a lump sum payment of \$25,000.00 per mile to offset the cost of any future road maintenance, the County will accept the road into the maintenance system. Judge Brown seconded the motion. Judge Brown and Commissioners Hoelscher and Floyd voted in favor of the motion. Commissioner Bookter voted in opposition. The motion passed 3-1.
- **29. No further action was** taken regarding the report on funding for the Library/former Hemphill Wells Building
- **30.** There was no further discussion relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
- 31. There were no other line item transfers.
- 32. Future Agenda Items Discussed:
  - 1. Tom Green County United Way Awards presentations at the May 9<sup>th</sup> meeting.
  - 2. May 31<sup>st</sup> is the suggested date for the Subdivision workshop with Allison, Bass and Associates.

#### 33. Announcements:

- 1. The next Regular Scheduled Commissioners' Court meeting will be May 9<sup>th</sup>, 2006.
- 2. Public Meetings will be held concerning the Wind Turbine Project on May 8th and May 15<sup>th</sup> at 7:00 PM in the San Angelo Convention Center.

- 3. Next week will be statewide disaster operation drills.
- 34. Judge Brown adjourned the meeting at 10:50 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 April  $25^{\rm th}$ , 2006

I hereby set my hand and seal to this record April 25<sup>th</sup>, 2006.

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

## Treasurers' Report on Bills during the Period of

ricusurors respon	U. U.L			<b></b> 01
April 10 & Ap	,	TO April 25, 2	2006	
Hand delivered Date: 04	4/21/06	Time: 4:00	p.m	
The attached report includes all funds that are subject submitted to the Commissioners' Court for approval, Commissioners' Court Jurisdiction nor do they require	however, the foll	owing Funds or Bank acc		
OPER Bank Account Fund 45 County Attorney Hot Check Funds; the CSCD (CSCD & CRTC State Fund				
CSCD, CRTC, and Juvenile submit invoices related t submitted directly to the Treasurers' Office for proce				
Band OPER — County Budget General Operating Account JUV- State Budget Juvenile Operating Account CE - Operating Account-Cafeteria Plan Trust-Employee D BOND- Property Tax Budget Bond Issues Operating Acco		le - Budget CSCD- State Budget CSCI PC- Clearing account- Pay 95 - Operating Account fo FORT- Operating Account Forfeiture Funds	checks – Benefits- r Detention Constru	Deductions action Funds
\$790,294.67 All Bank Accounts- Refer to Last F	Page			
\$516,397.93 Payroll-Employee Paychedis	April 15,2006	ing 18 Constant		
Payroll-Employee or Bection Paycheds				
Jury Checks				
Voids-Month of				
Msœllaneous				
\$1,306,692.60 Grand Total				
Submitted by Marke Committee by Market	Y. Diani	na Spieker, County T	reasurer	
11/2: 201 /		-	i cusur cr	
Prepared by Mong Mate	1, Depu	ty Treasurer		
Approved in Commissioner's Court on	oxil 25,	2006		
Kan Boulton	Karl Bookter, ( Steve Floyd, C	er, Commissioner Pct Commissioner Pct #2 ommissioner Pct #3 twood, Commissione	ı	ŧ.
SNATOHOM	Mike Brown, (	County Judge		

## San Angelo Landfill Usage Report

FY 06 FREE SAN ANGELO LANDFILL USAGE COMPARED TO OPERATING COUNTY COLLECTION SITES

MONTH	DATE REC'D	Patrons	COST	R&B 1/3	R&B 2/4	PARKS	FY 06	FY 05	FY 04 COSTS	Gain / Loss FY06 - FY05
OCT	11/2	156	\$1,812.41	\$50.34	\$77.26		\$1,940.01	\$1,411.24	\$2,609.00	<b>\$528.77</b>
NOV	12/2	209	\$2,024.82	\$52.37	\$80.36		\$2,157.55	\$1,802.47	\$2,237.89	\$355.08
DEC	1/2	154	\$1,602.27	\$52.41	\$80.43		\$1,735.11	\$1,624.86	\$3,048.80	\$110.25
JAN	2/2	103	\$1,215.45	*	•		\$1,215.45	\$1,500.13	\$2,065.39	(\$284.68)
FEB	2/15	120	\$1,322.68							
FEB	2/28	97	\$1,022.70	\$52.46	\$80.51	\$141.48	\$2,619.83	\$2,239.04	\$2,431.27	\$380.79
MAR	4/2	259	\$2,935.60	52.65	80.88	\$186.64	\$3,255.77	\$3,045.10	\$2,498.98	\$210.67
APR								\$1,893.17	\$2,085.93	
MAY								\$2,767.19	\$3,213.79	
JUNE								\$2,445.09	\$2,327.26	
JULY								\$2,739.08	\$1,992.49	
AUG								\$2,784.52	\$1,598.93	
SEPT								\$24,251.89	\$26,109.73	
								FY 05	FY 04	

#19



### Dianna Spieker, CIO, CCT Tom Green County Treasurer

FY 06 Monthly Report March 2006

THE STATE OF TEXAS ()
COUNTY OF TOM GREEN ()

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; debts due to (if known) and owed by the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Tom Green County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

Special reports are included itemizing contributions; monthly yield; and portfolio holdings pertaining to the "Beacon of the Future" fund. For county purposes, all contributions are hereby accepted {LGC 81.032 }

Therefore, Dianna Spieker, County Treasurer of Tom Green County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying vouchers this the 25th day of April 2006.

i Jahra Tr. Souke, 1-8.06 Dianna Spieker, Treasurer, Tom Green County / Date

The Treasurers' Monthly Report and the Bank Reconciliation have been submitted for Audit. The Cash Balances Agree with the Auditor's Records. {LGC 114.026(b)}

Nathan Cradduck, Auditor, Tom Green County / Date

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office, the County Auditor's office, and other county staff, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced.

{LGC 114.026(d)}

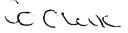
Mike Brown, County Judge / Dat

Raioh Hoelscher, Comm. Pct. #1 / Date

Karl Bookter, Comm. Pct. #2 / Date

Strol1591-20-06

Plabard Facina wood Comm. Dat. #4 / Date





## Dianna Spieker, CIO, CCT Tom Green County Treasurer

#### FY 06 Monthly Report March 2006

THE STATE OF TEXAS () COUNTY OF TOM GREEN ()

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; debts due to (if known) and owed by the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Tom Green County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

Special reports are included itemizing contributions; monthly yield; and portfolio holdings pertaining to the "Beacon of the Future" fund. For county purposes, all contributions are hereby accepted {LGC 81.032 }

Therefore, Dianna Spieker, County Treasurer of Tom Green County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

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Ladro Tr. Socia 4-8.06 Dianna Spieker, Treasurer, Tom Green County / Date

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Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office, the County Auditor's office, and other county staff, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}

Mike Brown, County Judge / Date  Ralph Hoelscher, Comm. Pct. #1 / Date  Karl Bookter, Comm. Pct. #2 / Date										
Ralph Hoelscher, Comm. Pct. #1 / Date	Karl Bookter, Comm. Pct. #2 / Date									
Steve Floyd, Comm. Pct. #3 / Date	Richard Easingwood, Comm. Pct. #4 / Date									

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# Treasurer's Monthly Report Prepared by Dianna Spieker, Tom Green County Treasurer

Section 1- Cash Flow Page 3

Section 2 – Investments Page <u>33</u>

## Treasurer's Monthly Report

Prepared by Dianna Spieker, Tom Green County Treasurer

## **Section 1- Cash Flow**

Cash Disbursement vs. Revenue Report Page 4

This reports provides the beginning balance of the month, total revenue per fund, total expenses per fund, and the ending balance of the month. It includes all:

Funds on deposit at Wells Fargo Bank
Funds held in Securities
Funds on deposit at MBIA
Funds on deposit at Funds Management

XXX-000-1010
XXX-000-1512
XXX-000-1515
XXX-000-1516

Wells Fargo Bank Collateral Page 16

Funds the Bank has pledged on behalf of Tom Green County, per the Bank Depository Bid.

Bond Indebtedness Page 17

Interest & Bank Service Charge Page 18

Sample Bank Reconciliation (OPER) Page 22

The Software Group, Inc.	Combined Statement of Receip For Transactions March	Page					
					*****		
	1	Prev Mo Balance		Receipts	Disbursements	Cla	sing Balanc
GENERAL FUND							
001-000-1010 - CASH	•		\$	2,640,650.99	\$ 2,086,497.21	\$	719,721.5
001-000-1512 - SECURITIES		986,633.06			486,923.06		499,710.0
001-000-1515 - MBIA		7,390,848.27		50, 223.83	800,000.00		6,641,072.1
001-000-1516 - FUNDS MANAGEMENT		5,807,415.15		17,426.94			5,824,842.0
Total GENERAL FUND	2	14,350,464.24	\$	2,708,301.76	\$ 3,373,420.27	\$ 1	13,685,345.7
ROAD & BRIDGE PRECINCT 1 & 3							
005-000-1010 - CASH	2	137,724.11	\$	195,722.18	\$ 262,537.25	3	70,909.0
005-000-1515 - MBIA		351,215.93		201,233.81			552,449.7
005-000-1516 - FUNDS MANAGEMENT		0.00					0.0
Total ROAD & BRIDGE PRECINCT 1				396,955.99	\$ 262,537.25	\$	623,358.7
OAD & BRIDGE PRECINCT 2 & 4							
006-000-1010 - CASH	5	134,488.70	\$	196,580.68	\$ 276,988.40	\$	54,080.9
006-000-1515 - MBIA		391,256.08	•	201,378.86	7 2.3,235.30	7	592,634.9
Total ROAD & BRIDGE PRECINCT 2	& 4 S	525,744.78	\$	397,959.54	\$ 276,988.40		646,715.9
CAPETERIA PLAN TRUST							
009-000-1010 - CASH	ŧ	7,145.38	\$	6,373.68	\$ 9,330.20	\$	4,188.8
Total CAFETERIA PLAN TRUST	•	7,145.38	\$	6,373.68	\$ 9,330.20	\$	4,188.8
COUNTY LAW LIBRARY							
010-000-1010 - CASH	\$	1,717.19	\$	10,367.14	\$ 8,762.68	\$	3,321.6
010-000-1515 - MBIA		5,885.19		2,021.19	2,100.00		5,806.3
010-000-1516 - FUNDS MANAGEMENT		64,991.14		214.83			65,205.9
Total COUNTY LAW LIBRARY		72,593.51		12,603.16	\$ 10,862.68	\$	74,333.9
CAFETERIA/ZP							
011-000-1010 - CASH	!	2,500.00	\$	9,157.95	\$ 9,157.95	\$	2,500.0
Total CAPETERIA/ZP	ś	2,500.00	\$	9,157.95	\$ 9,157.95	\$	2,500.0
JUSTICE COURT TECHNOLOGY FUND							
012-000-1010 - CASH	\$	4,798.31	\$	26,570.92	\$ 29,415.92	\$	1,953.3
012-000-1515 - MBIA		119,584.51		5,421.34	23,000.00		102,005.8
Total JUSTICE COURT TECHNOLOGY		124,382.82		31,992.26	\$ 52,415.92		103,959.1
LIBRARY/HUGHES SETTLEMENT		•					
014-000-1010 - CASH	\$	478.66	\$	1.25	\$	\$	479.93
014-000-1515 - MBIA		3,720.03		13.11			3,733.14
014-000-1516 - FUNDS MANAGEMENT		488,648.66		1,615.21	***********		490,263.8
Total Library/Hughes SetTLEMENT							

Tom Green Auditor BUDGETARY ACCOUNTING MODULE 14:25:41 07 APR 2006

om Green Auditor BUDGETAR						14:	25:41	07 APR 200
Combined Statement The Software Group, Inc. Por Transacti	ons March 0	1, 2006 - Marc	ch 31,	2006				Page
						********		
	Pre	v Mo Balance		Receipts	D:	isbursements	Clo	sing Balanc
IBRARY DONATIONS FUND								
015-000-1010 - CASH	\$	179.15	\$	1,270.70	\$	869.71	\$	580.1
015-000-1515 - MBIA		23,056.69		81.24		500.00		22,638.1
Total LIBRARY DONATIONS FUND		23,236.04	\$	1,351.94				23,218.2
ECORDS MGT DIST CLERK/GC.51.317(C)(2)								
016-000-1010 - CASH	\$	1,215.03	\$	1,011.90	\$	1,000.00	\$	1,227.7
016-000-1515 - MBIA		7,292.51		1,025.70				8,318.2
Total RECORDS MGT DIST CLERK/GC.51.317(C)(2)	\$	8,508.34		2,037.60		1,000.00		9,545.9
ECORDS MGMT/DIST CRTS/CO WIDE								
017-000-1010 - COUNTY WIDE - CASH	\$	1,926.45	\$	2,082.57	\$	2,000.00	\$	2,009.0
017-000-1515 - MBIA	·	6,532.19		2,023.01			•	8,555.2
Total RECORDS MGMT/DIST CRTS/CO WIDE	\$	8,458.64		4,105.58		2,000.00		10,564.2
DURTHOUSE SECURITY								
018-000-1010 - CASH	ş	7,236.68	\$	7,700.90	\$	10,976.09	\$	3,961.4
018-000-1515 - MBIA		75,791.10		7,267.04				83,058.]
Total COURTHOUSE SECURITY	\$	83,027.78	\$	14,967.94		10,976.09		87,019.6
ECORDS MGMT/CO CLK/CO WIDE								
019-000-1010 - CASH	ş	4,666.78	\$	2,562.60	\$	5,000.00	\$	2,229.3
019-000-1515 - MBIA		92,824.24		5,327.06				98,151.3
Total RECORDS MGMT/CO CLK/CO WIDE	\$	97,491.02						100,380.
IBRARY MISCELLANEOUS FUND								
020-000-1010 - CASH	\$	1,565.00	\$	6,952.12	\$	6,511.66	\$	2,005.
020-000-1515 - MBIA		47,284.33		166.60		2,500.00		44,950.5
Total LIBRARY MISCELLANEOUS FUND	\$	48,849.33						46,956.3
IP DONATIONS								
021-000-1010 - CA3H	\$	4,303.29	\$	11.26		74.35	\$	4,240.
Total CIP DONATIONS	\$		\$	11.26	\$	74.35	\$	4,240.3
GC BATES FUND								
022-000-1010 - CASH	\$	264.79	\$		\$		\$	265.
022-000-1515 - MBIA		32.29		0.11				32.
022-000-1516 - FUNDS MANAGEMENT		82,948.01		274.18				83,222.
Total TGC BATES FUND	\$			274.98				
ENERAL LAND PURCHASE FUND								
025-000-1010 - CASH	\$	123.08	\$	0.32	\$		\$	123 ,
025-000-1515 - MBIA		10,642.12		37.50				10,679.

иm Green Auditor Со	BUDGETARY mbined Statement of					14:	25:41	07 APR 2006
e Software Group, Inc.	For Transactions					~~~~~~~~~~~		Page 3
		Door	No Polonos	Paradota		4-1		
			v Mo Balance	Kecelpts		isbursements		sing Balance
Total GENERAL LAND PURCHASE FUND		\$	10,765.20	\$ 37.82	\$	0.00	\$	10,803.02
ESERVE FOR SPECIAL VENUE TRIALS								
026-000-1010 - CASH		\$	200,000.00	\$	\$		\$	200,000.00
Total RESERVE FOR SPECIAL VENUE TRI	ALS	\$	200,000.00	\$ 0.00	\$	0.00	\$	200,000.00
'EXAS COMMUNITY DEVELOPMENT PROGRAM								
027-000-1010 - CASH		\$	0.00	\$	\$		\$	0.00
Total TEXAS COMMUNITY DEVELOPMENT P	DOCUM			 				
TOTAL TEXAS COMMUNITY DEVELOPMENT P	ROGRAM	\$	0,00	\$ 0.00	\$	0.00	\$	0.00
COUNTY CLERK PRESERVATION								
030-000-1010 - CASH 030-000-1515 - MBIA		\$	23,259.76 58.37	\$ 11,703.79 26,000.19	\$	30,718.32	\$	4,245,23 26,058.56
Total COUNTY CLERK PRESERVATION		\$	23,318.13	\$ 37,703.98	\$	30,718.32	\$	30,303.79
COUNTY CLERK ARCHIVE								
032-000-1010 - CASH		\$	-12,530.87	\$ 26,656.75	\$	10,327.94	\$	3,797.94
032-000-1515 - MBIA			85,173.36	 3,300.10		16,800.00		71,673.46
Total COUNTY CLERK ARCHIVE		\$	72,642.49	\$ 29,956.85		27,127.94		75,471.40
CHILD ABUSE PREVENTION FUND								
035-000-1010 - CASH		\$	0.00	\$	\$		\$	0.00
Total CHILD ABUSE PREVENTION FUND		\$	0.00	\$ 0.00	\$	0.00	 \$	0.00
THE COURT OF ADDRESS THE								
THIRD COURT OF APPEALS FUND 036-000-1010 - CASH		\$	1,430.00	\$ 1,150.00	\$		\$	2,580.00
				 				**********
Total THIRD COURT OF APPEALS FUND		\$	1,430.00	\$ 1,150.00	\$	0.00	\$	2,580.00
JUSTICE COURT SECURITY FUND								
037-000-1010 - CASH		\$	672.24	\$ 558.87	\$		\$	1,231.11
Total JUSTICE COURT SECURITY FUND		\$		558.87		0.00		1,231.11
WASTEWATER TREATMENT								
038-000-1010 - CASH		\$				350.00	\$	570.00
Total WASTEWATER TREATMENT		\$	800.00	120.00		350.00		570.00
COLDERY NATIONALLY REIL ACCOUNTS								
COUNTY ATTORNEY FEE ACCOUNT 045-000-1010 - CASH		Ś	9,257.95	\$ 5,155.40	Ś	5,073.25	ė	9,340.10
				 				3,340.IU
Total COUNTY ATTORNEY FEE ACCOUNT		\$	9,257.95	\$ 5,155.40	\$	5,073.25	\$	9,340.10
JUROR DONATIONS								
047-000-1010 - CASH		\$	0.00	\$ 171.00	\$	171.00	\$	0.00

m Green Auditor	BUDGETARY AC	c c o	UNTING	мо			14::		07 APR 2006
c	Combined Statement of Rece	eipts	and Disbursem	ents	- All Funds				
e Software Group, Inc.	For Transactions Mar								Page 4
					~== ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~				
					_	r	isbursements		sing Balance
Total JUROR DONATIONS			0.00		171.00	\$	171.00		0.00
LECTION CONTRACT SERVICE									
048-000-1010 - CASH		\$	15,801.15		42.64	•	11,291.79	•	4,552.00
Total ELECTION CONTRACT SERVICE		\$	15,801.15				11,291.79		4,552.00
UDICIAL EDUCATION/COUNTY JUDGE									
049-000-1010 - CASH			1,569.88	\$	188.91	\$		\$	1,758.79
Total JUDICIAL EDUCATION/COUNTY JU	DGE	\$	1,569.88	\$	188.91	\$	0.00		1,758.79
SIST DISTRICT ATTORNEY FEE									
050-000-1010 - CASH		\$			1,166.67			\$	15,234.43
Total 51ST DISTRICT ATTORNEY FEE		\$	14,133.53				65.77		15,234.43
LATERAL ROAD FUND									
051-000-1010 - CASH			17,384.06					\$	17,450.10
Total LATERAL ROAD FUND			17,384.06		66.04		0.00		17,450.10
51ST DA SPC FORFEITURE ACCT									
052-000-1010 - CASH		\$	58,735.12	\$	5,978.86	\$	8,304.98	\$	56,409.00
Total 51ST DA SPC FORFEITURE ACCT		\$	58,735.12		5,978.86		8,304,98		56,409.00
95 CONSTRUCTION/CERT OBLIG SERIES									
053-000-1010 - CASH		\$	46,843.43	\$	158,88	\$	4,220.00	\$	42,782.31
	******								
Total 95 CONSTRUCTION/CERT OBLIG S	ERIES	\$	46,843.43	Ş	158.88	ş	4,220.00	\$	42,782.31
119TH DISTRICT ATTORNEY FEE									
055-000-1010 - CASH		\$	8,707.24		750.65		635.79		8,822,10
Total 119TH DISTRICT ATTORNEY FEE		\$		\$	750.65		635.79	\$	8,822.10
STATE PEES/CIVIL									
056-000-1010 - CASH		\$	27,662.76	\$	37,743.99	\$	39,004.00	\$	26,402.75
056-000-1515 - MBIA			25,400.00		39,000.00				64,400.00
Total STATE PEES/CIVIL		\$	53,062.76			\$	39,004.00		90,802.75
119TH DA/DPS FORFEITURE ACCT									
057-000-1010 - CASH		\$	88.49	\$	0.31	\$		\$	88.80
Total 119TH DA/DPS FORFEITURE ACCT		\$	88.49	\$	0.31	\$	0.00	\$	88.80
119TH DA/SPC FORFEITURE ACCT									
058-000-1010 - CASH		\$	10,758.06	\$	38.01	\$	508.83	\$	10,287.24

	GETARY ACCO Statement of Receipts					14:;	25:41	. 07 APR 200
The Software Group, Inc. For	Transactions March 01							Page
	Prev	Mo Balance		Receipts	Dis	abursementa	Clo	osing Balanc
Total 119TH DA/SPC FORFEITURE ACCT	\$	10,758.06		38.01		508,83	\$	10,287.2
PARK DONATIONS FUND								
059-000-1010 - CASH	\$	57,19	\$	0.15	\$		\$	57.3
Total PARK DONATIONS FUND	\$	57.19	\$	0.15	\$	0.00	\$	57.3
TAIP GRANT/CSCD								
063-000-1010 - CASH	\$	10,454.18	\$	56,481.00	\$	16,872.30	\$	50,062.8
					•		-	
Total TAIP GRANT/CSCD	\$	10,454.18	\$	56,481.00	\$	16,872,30	\$	50,062.8
DIVERSION TARGET PROGRAM								
064-000-1010 - CASH	\$	2,667.39	\$	24,918.00	\$	7,730.30	\$	19,855.0
Total DIVERSION TARGET PROGRAM	\$	2,667.39	\$	24,918.00	\$	7,730.30	\$	19,855.0
COMMUNITY SUPERVISION & CORRECTIONS								
065-000-1010 - CASH	\$	151,077.22	\$	348,001.17	\$	256,106.21	\$	242,972.1
Total COMMUNITY SUPERVISION & CORRECTIONS	\$	151,077.22	\$	348,001.17	\$	256,106.21	\$	242,972.1
COURT RESIDENTIAL TREATMENT								
066-000-1010 - CASH	\$	78,772.54	\$	302,278.17	\$	91,592.23	\$	289,458.4
Total COURT RESIDENTIAL TREATMENT	\$	78,772.54	\$	302,270 17		91,592.23	\$	289,458.4
COMMUNITY CORRECTIONS PROGRAM								
067-000-1010 - CASH	\$	18,022.98	\$	92,227.00	\$	45,841.01	\$	64,408.9
Total COMMUNITY CORRECTIONS PROGRAM	\$	18,022.98	 \$	92,227.00		45,841.01		
TOTAL COMPONENT COMPONENT PROGRAM	*	10,121.30	*	J., L., , 00	*	43,041.01	ą	64,408.9
SUBSTANCE ABUSE CASELOADS								
069-000-1010 - CASH	\$	-2,855.80	\$	20,151.00		6,657.08	\$	10,638.1
Total SUBSTANCE ABUSE CASELOADS	\$	-2,855.80	\$	20,151.00	\$	6,657.08	\$	10,638.1
STATE & MUNICIPAL PRES								
071-000-1010 - CASH	\$	7,606.02	\$	22,262.39	\$	31,378.16	\$	-1,509.7
071-000-1515 - MBIA		10,468.19		9,000.00		7,100.00		12,368.1
Total STATE & MUNICIPAL FEES	\$	18,074.21		31,262.39		38,478.16		10,858.4
STATE FEES/CRIMINAL								
072-000-1010 - CASH	\$	97,197.96	\$	105,415.73	\$	126,000.00	\$	76,613.6
072-000-1515 - MBIA		124,306.09		126,000.00				250,306.0
Total STATE FEES/CRIMINAL	\$			231,415.73			\$	326,919.7
GRAPFITI ERADICATION FUND								
073-000-1010 - CASH	\$	491.31	\$	1.28	\$		\$	492.5
	•						*	التاريدة حدو

fom Green Auditor BUDGETAF  Combined Statement						14:	25:41	07 APR 2006
	ions March 0:	1, 2006 - Mar	ch 3	1, 2006		**********		Page 6
			Receipts					
Total GRAFFITI ERADICATION FUND						0.00		492.59
VETERAN'S SERVICE FUND								
075-000-1010 - CASH	\$	4,281.78	\$	367.90	\$	149.51	\$	4,500.17
Total VETERAN'S SERVICE FUND	\$	4,281.78		367.90		149.51		4,500.17
EMPLOYEE ENRICHMENT FUND								
076-000-1010 - CASH	\$	11,125.33	\$	984.03	\$	232.19	\$	11,877.17
Total EMPLOYEE ENRICHMENT FUND	\$					232.19		
TID YOU'S PRETOTENCY								
JUDICIAL EFFICIENCY 082-000-1010 - CASH	\$	11,666.92	\$	30.51	\$		\$	11,697.43
Total JUDICIAL EFFICIENCY						0.00		11,697.43
COUNTY COURT JUDICIAL EFFICIENCY								
083-000-1010 - CASH	\$	5,061.86	\$	13.24	\$		\$	5,075.10
Total COUNTY COURT JUDICIAL EFFICIENCY	\$	5,061.86				0.00		5,075.10
JUV DETENTION FACILITY								
084-000-1010 - CASH	\$			8.81	\$		\$	2,599.09
Total JUV DETENTION FACILITY	\$	2,590.28		8.81		0.00		2,599.09
4H BUILDING CONSTRUCTION								
089-000-1010 - CASH	\$	2,929.13				42,147.08		1,937.59
Total 4H BUILDING CONSTRUCTION	\$	2,929.13				42,147.08		1,937.59
EFTPS/PAYROLL TAX CLEARING								
094-000-1010 - CASH		0.00				337,216.61	\$	0.00
Total EFTPS/PAYROLL TAX CLEARING	\$					337,216.61	\$	0.00
PAYROLL FUND								
095-000-1010 - CASH	\$					1,834,585.52		
Total PAYROLL FUND	\$					1,834,585.52		3,845.24
COURT AT LAW_EXCESS STATE SUPPLEMENT								
096-000-1010 - CASH	\$	6,047.68		16.08		340.00	•	
Total COURT AT LAW_EXCESS STATE SUPPLEMENT	\$					340.00		5,723.76
LEOSE TRAINING FUND								
097-000-1010 - CASH	\$		\$	11,595.85	\$		\$	12,458.17
097-000-1515 - MBIA		11,309.09		39.85				11,348.94

Tom Green Auditor BUDGETAR Combined Statement					14:	25:41	07 APR 2006
Che Software Group, Inc. For Transact	ions March 01	., 2006 - Mar	ch 31	, 2006			Page 7
				Receipts		-	sing Salance
Total LEOSE TRAINING FUND		12,171.41		11,635.70	0.00		23,807,1
CHILD RESTRAINT STATE FEE FUND							
098-000-1010 - CASH	\$	3,312.69	\$	1,052,00	\$	\$	4,364.69
Total CHILD RESTRAINT STATE FEE FUND	\$	3,312.69	\$	1,052.00	\$ 0.00		4,364.69
98 I&S/CERT OBLIG SERIES							
099-000-1010 - CASH	\$	98,610.95	\$	67,834.99	\$	\$	166,445.94
099-000-1516 - FUNDS MANAGEMENT		155,852.09		250.78			156,102.87
Total 98 I&S/CERT OBLIG SERIES	\$	254,463.04		68,085.77	\$ 0.00		322,549.83
COUNTY ATTORNEY LEOSE TRAINING FUND							
100-000-1010 - CASH	\$	24.49	\$	708.14	\$	\$	732.63
Total COUNTY ATTORNEY LEOSE TRAINING FUND	\$	24.49	\$	708.14	\$ 0.00	\$	732.63
CONSTABLE PRCT 1 LEOSE TRAINING FUND							
102-000-1010 - CASH	\$	824.32	•	671.57	\$	\$	1,495.89
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$	824.32			0.00	\$	1,495.89
CONSTABLE PRCT 2 LEOSE TRAINING FUND							
103-000-1010 - CASH	\$	1,252.94		672.67	******	\$	1,925.61
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$	1,252.94	\$	672.67	0.00	\$	1,925.61
CONSTABLE PRCT 3 LEOSE TRAINING FUND							
104-000-1010 - CASH	\$	1,383.20		824.07		\$	2,207.27
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$	1,383.20	\$	824.07	\$ 0.00		2,207.27
CONSTABLE PRCT 4 LEOSE TRAINING FUND							
105-000-1010 - CASH	\$	2,249.45	\$	749.96	312.00	\$	2,687.41
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$	2,249,45	\$	749.96	\$ 312.00	\$	2,697.41
ADMIN FEE FUND/CCP 102.072							
106-000-1010 - CASH	\$	2,086.76	\$	1,839.04	\$	\$	3,925.80
106-000-1515 - MBIA		68,096.41		243.70	 ******		68,340.11
Total ADMIN FRE FUND/CCP 102.072	\$	70,183.17					72,265.91
AFTERCARE SPECIALIZED CASELOADS							
107-000-1010 - CASH	\$	4,261.26		9,281.00	2,840.66		10,701.60
Total AFTERCARE SPECIALIZED CASELOADS	\$	4,261.26			2,840.66		10,701.60
CASELOAD REDUCTION PROGRAM							
108-000-1010 - CASH	\$	12,183.35	\$	18,940.00	\$ 7,638.64	\$	23,484.71

	ARY ACCO				14:	25:41	07 APR 200
	sactions March (						Page
				******	 *****		
	P	M. D		Paradata			
		ev Mo Balance		keceipts	isbursements		sing Balance
Total CaseLOAD REDUCTION PROGRAM	\$	12,183.35	\$	18,940.00	\$ 7,638,64		23,484.7
COMI							
109-000-1010 - CASH	\$	-105.17	•	26,398.00	\$ 8,815.20	ş	17,477.6
Total TCOMI	\$	-105.17		26,398.00	8,815.20	\$	17,477,6
JUVENILE DEFERRED PROCESSING FEES							
110-000-1010 - CASH	\$	16,052.06	\$	224.21	\$	\$	16,276.2
Total JUVENILE DEFERRED PROCESSING FEES	\$	16,052.06		224.21	\$ 0.00	\$	16,276.2
COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016							
111-000~1010 - CASH	\$	1,561.84	\$	4.08	\$ 	\$	1,565.9
Total COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016	\$	1,561.84	\$	4.08	\$ 0.00		1,565.9
PASS THRU GRANTS							
113-000-1010 - CASH	\$	151.18	\$	0.40	\$ 	\$	151.5
Total PASS THRU GRANTS	\$	151,18	\$	0.40	\$ 0.00	\$	151.5
CHILD SAFETY FEE TRANSPORTATION CODE 502.173							
114-000-1010 - CASH	\$	21,449.50	\$	2,180.07	\$ 	\$	23,629.5
Total CHILD SAFETY FEE TRANSPORTATION CODE 502.		21,449.50		2,180.07	0.00		23,629.5
ROY K. ROBB FACILITY CONVERSION							
115-000-1010 - CASH	\$	179.84	\$		\$ 179.84	•	0.00
Total ROY K. ROBB FACILITY CONVERSION	\$	179.84		0.00	179.84		0.00
CRTC FEMALE FACILITY PGM #003							
116-000-1010 - CASH	\$	242,660.49		455,072.73	95,580.45	,	602,152.77
Total CRTC FEMALE FACILITY PGM #003	\$	242,660.49	\$	455,072.73	\$ 95,580.45	\$	602,152.7
LONESTAR LIBRARY GRANT							
201-000-1010 - CASH	\$	5,659.76		25.95		\$	5,685.71
Total LONESTAR LIBRARY GRANT	\$	5,659.76					
TROLLINGER FUND							
202-000-1010 - CASH	\$	26,731.20	\$	2,327.89	\$ 217.42	\$	28,841.67
202-000-1515 - MBIA		375,274.96		1,322.29	 		376,597.25
Total TROLLINGER FUND	\$	402,006.16			217.42		405,438.92
LIBRARY EXPANSION							
203-000-1010 - CASH	\$	2,139.59	\$	5.60	\$	\$	2,145.19

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om Green Auditor BUDGETARY Combined Statement of				14:	25:41	07 APR 2006
ne Software Group, Inc. Por Transaction						Page 5
	v Mo Balance	Receipts		isbursements		sing Balance
Total LIBRARY EXPANSION	\$ 2,139.59			0.00	\$	2,145.19
DURTHOUSE LANDSCAPING						
301-000-1010 - CASH	\$ ~83.35	\$ -0.22	\$		\$	-83.5
Total COURTHOUSE LANDSCAPING	\$ -83.35	\$ -0.22	\$	0.00	\$	-83.5
HERIPF FORFEITURE FUND						
401-000-1010 - CASH	\$ 22,877.34	\$ 80.51	•	644.95	\$	22,312.90
Total SHERIFF FORFEITURE FUND	\$ 22,877.34	\$ 80.51		644.95		22,312.9
TATE AID/REGIONAL						
500-000-1010 - CASH	\$ 5,495.34	\$ 4,999.95	\$	4,621.87	\$	5,873.4
Total STATE AID/REGIONAL	\$ 5,495.34	\$ 4,999,95	\$	4,621.87	\$	5,873.42
ALARY ADJUSTMENT/REGIONAL						
501-000-1010 - CASH	\$ 47.23	\$ 475.97	\$	466,26	\$	56.94
Total SALARY ADJUSTMENT/REGIONAL	\$ 47.23	\$ 475.97		466.26	\$	56.94
OMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS						
502-000-1010 - CASH	\$ 7,701.45	5,051.39		4,032.19	\$	8,720.65
Total COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS	\$ 7,701.45	\$ 5,051.39		4,032.19	\$	8,720.65
OMMUNITY CORRECTIONS/REGIONAL						
503-000-1010 - CASH	\$ 40,196.66	\$ 1,542.61		530.48	\$	41,208.79
Total COMMUNITY CORRECTIONS/REGIONAL	\$ 40,196.66	\$ 1,542.61		530.48	\$	41,208.79
_e program/regional						
504-000-1010 - CASH	\$ 88,892.51	\$ 302.21	\$		\$	89,194.72
Total IV_E PROGRAM/REGIONAL	\$ 88,892.51	\$ 302.21	\$	0.00	\$	89,194.72
on_residential/regional						
505-000-1010 - CASH	\$ 0.00	\$ 	\$		\$	0.00
Total NON_RESIDENTIAL/REGIONAL	\$ 0.00	\$ 0.00	\$	0.00	\$	0.00
ROGRESSIVE SANCTIONS JPO/REGIONAL						
506-000-1010 - CASH	\$ -1,050.22	\$ 3,572.22	\$	2,616.04	\$	-94.04
Total PROGRESSIVE SANCTIONS JPO/REGIONAL	\$ -1,050.22	\$ 3,572.22	\$	2,616.04	\$	-94.04
ROGRESSIVE SANCTIONS LEVELS 123/REGIONAL						
507-000-1010 - CASH	\$ 9,676.53	\$ 1,607.76	\$	1,545.76	\$	9,738.53

om Green Auditor	om Green Auditor BUDGETARY ACCOUNTING MODULE  Combined Statement of Receipts and Disbursements - All Funda							14:25:41 07 APR 2006 s				
he Software Group, Inc.	For Transaction								Page 10			
		<b>D</b>	No. Dollands		Danadaha							
			v Mo Balance		Receipts		isbursements		sing Balance			
Total PROGRESSIVE SANCTIONS LEVI	ELS 123/REGIONAL	\$	9,676.53			\$						
Y INT FUNDS/REGIONAL JUV PROB												
509-000-1010 - CASH		\$	5,321.29	\$	18.09	\$		\$	5,339.38			
Total PY INT FUNDS/REGIONAL JUV	PROB	\$	5,321,29	\$	18.09	\$	0.00	\$	5,339.38			
AYUDAR DONATIONS												
580-000-1010 - CASH		\$	4,639.37		16.69	\$	103.88	\$	4,552.18			
Total AYUDAR DONATIONS		\$	4,639.37	\$	16.69		103.88	\$	4,552.18			
rexas youth commission												
582-000-1010 - CASH		\$	109,361.26		360.17	\$	18,48	\$	109,702.95			
Total TEXAS YOUTH COMMISSION		\$	109,361.26		360.17		18.48	\$	109,702.95			
IV_E PROGRAM												
583-000-1010 - CASH		\$	786,579.48	\$	42,562.58	\$	27,184.72	\$	801,957.34			
Total IV_E PROGRAM		\$	786,579.48	\$	42,562.58	\$	27,184.72	\$	801,957.34			
POST ADJUDICATION FACILITY												
584-000-1010 - CASH		\$	14,259.47		48.48	\$		\$	14,307.95			
Total Post ADJUDICATION FACILITY	·	\$	14,259.47	\$	48.48	\$	0.00	\$	14,307.95			
AYUDAR/SUBSTANCE ABUSE PROGRAM												
585-000-1010 - CASH		\$	0.00	\$		\$		\$	0.00			
Total AYUDAR/SUBSTANCE ABUSE PRO	OGRAM	\$	0.00	\$	0.00	\$	0.00	\$	0.00			
STATE AID												
586-000-1010 - CASH		\$	7,273.09		19,833.05	•	3,398.16					
Total STATE AID		\$	7,273.09	\$	19,833.05	\$	3,398.16	\$	23,707.98			
COMMUNITY CORRECTIONS												
587-000-1010 - CASH		\$	101,063.23		17,904,59		19,419.48	\$	99,548.34			
Total COMMUNITY CORRECTIONS		\$	101,063.23						99,548.34			
GALARY ADJUSTMENT												
588-000-1010 - CASH		\$	14,551.07		8,274.87	\$	6,152.66	\$	16,673.28			
Total SALARY ADJUSTMENT		\$	14,551.07		8,274.87		6,152.66		16,673.28			
PAMILY PRESERVATION												
589-000-1010 - CASH		\$	271.35	\$	0.92	\$		\$	272.27			

Combined Stateme	-							. 07 APR 2006
The Software Group, Inc. For Transa	actions March 01	-			Page 1			
		Prev Mo BalanceRe		-				osing Balance
Total FAMILY PRESERVATION	\$	271.35		0.92		0.00	\$	272.2
JUVENILE LOCAL INTEREST FUND								
590-000-1010 - CASH	\$	60.86	\$	0.21	\$		\$	61.01
Total JUVENILE LOCAL INTEREST FUND	\$	60.86	\$	0.21	\$	0.00	\$	61.07
PROGRESSIVE SANCTIONS LEVELS 123								
591-000-1010 - CASH	\$	3,322.48		2,763.56		2,677.12	•	3 408.92
Total PROGRESSIVE SANCTIONS LEVELS 123	\$	3,322.48		2,763.56		2,677.12	\$	3,408,92
PROGRESSIVE SANCTIONS JPO								
592-000-1010 - CASH	\$	11,113.71	•	11,569.87		13,089.49	\$	9,594.09
Total PROGRESSIVE SANCTIONS JPO	\$	11,113.71		11,569.87		13,089.49	\$	9,594.09
PROGRESSIVE SANCTIONS ISJPO								
593-000-1010 - CASH	\$	1,549.44	\$	2,212.66	\$	2,556.60	\$	1,205.50
Total PROGRESSIVE SANCTIONS ISJPO	\$	1,549.44	\$	2,212.66	\$	2,556.60	\$	1,205.50
PY INT FUNDS/JUV PROB								
599-000-1010 - CASH	\$	3,383.78	\$	16.27	\$		\$	3,400.05
Total PY INT FUNDS/JUV PROB	\$	3,383.78	\$	1, 27	\$	0.00	\$	3,400.05
REIMB FOR MANDATED FUNDING								
600-000-1010 - CASH	\$	32,601.17	\$	3,244.22	\$		\$	35,845.39
Total REIMB FOR MANDATED FUNDING	\$	32,601.17	\$	3,244.22	\$	0.00	\$	35,845.39
DISTRICT ATTY GRANTS								
613-000-1010 - CASH	\$	-20,397.06	\$	34,906.79	\$	15,489.63	\$	-979.90
Total DISTRICT ATTY GRANTS	\$	-20,397.06	\$	34,906.79	\$	15,489.63	\$	-979.90
COUNTY ATTY GRANTS								
625-000-1010 - CASH	\$	54,009.03				13,063.42		47,563.61
Total COUNTY ATTY GRANTS	\$	54,009.03		6,618.00		13,063.42		47,563.61
CONSTABLE GRANTS								
650-000-1010 - CASH		-63,982.46			\$	17,613.17		-81,595.63
Total CONSTABLE GRANTS	\$	-63,982.46		0.00		17,613.17		-81,595.63
SHERIPF'S OFFICE GRANTS								
654-000-1010 - CASH	\$	-27,799.29	\$	3,544.00	\$	7,255.92	Ś	-31,511.21

n Green Auditor	BUDGETARY A Combined Statement of Re					14:25:41 07 APR 2006			
e Software Group, Inc.	For Transactions N	-							Page 12
		Pre	v Mo Balance			Di	sbursements	Clo	sing Balance
Total SHERIFF'S OFFICE GRANTS		\$	-27,799.29		3,544.00	\$	7,255.92	\$	-31,511.21
DULT PROBATION GRANTS									
665-000-1710 - CASH		\$	-32,361.64	\$	12,083.86	\$	9,452.06	\$	-29,729.84
Total ADULT PROBATION GRANTS		\$	-32,361.64	\$	12,083.86	\$	9,452.06	\$	-29,729.84
EACON FOR THE PUTURE									
680-000-1010 - CASH		\$	174,441.59	\$	1,133.48	\$	2,825.96	\$	172,749.11
Total BEACON FOR THE PUTURE		\$	174,441.59	\$	1,133.48	\$	2,825.96	\$	172,749.11
MISC BLOCK GRANTS									
699-000-1010 - CASH		\$	~6,678.28	-				\$	-6,678.28
Total MISC BLOCK GRANTS		\$	-6,678.28		0,00		0.00	\$	-6,678.28
									**********
TOTALS - ALL FUNDS		\$ 1	9,914,644.78	\$	7,870,121.29	\$ 7	7,225,906.86	\$ 2	0,558,859.21

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MAR. 31. 2006 9:16AM

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Page	1									
***			*************							
	MELLS FARGO PLEDGE REPORT									
	COLLATERAL FOR: 2V9 TOM GREEN COUNTY									
* ** * * * * *			DATE: MARCH :	1, 2006	DEFOSITORY	Institution.	F CALIF		the second	
*****							****	S AND P		
SX	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE MATURITY	NOODY	*FITCH	MARKET VALUE	
PEDERA 58	l reserve i 11176kgc4	D12638	- 6,000,000.00	4,782,824.52	FMCL 357595	5.50 07/01/34			4,675,855.53	
58	313847377	011670	7,975,000.00	946,147-14	FXCL 535498	6.00 06/01/30	AAA		948,573.39	
58	31385JRT7	009516	5,100,000.00	946,759.72	FNCL 545958	6.00 11/01/32	AAA		948,143.78	
58	31405ATV5	012103	6,300,000.00	4,511,310.93	PMCL 783664	5.50 06/01/34			4,410,414.42	
*TOTAL	XPL_CODE	ZV9	25,375,000.00	11,187,042.31					10,982,987.14	
~~ ~ ~ ~ ~										

## TOM GREEN COUNTY INDEBTEDNESS

## March-06

#### FUND 099 OUTSTANDING GENERAL OBLIGATION DEBT

### GO REFUNDING BONDS, SERIES 1998

## **ORIGINAL DEBT ISSUED \$18,885,000.00**

PREVIOUS BALANCE OUTSTANDING	PRINCIPAL PAYMENT DUE	CURRENT BALANCE OUTSTANDING	SCHEDULED DUE DATE	
18,885,000.00	\$0.00	18,885,000.00	01-Feb-99	PAID
18,885,000.00	\$0.00	18,885,000.00	01-Feb-00	PAID
18,885,000.00	\$0.00	18,885,000.00	01-Feb-01	PAID
18,885,000.00	\$120,000.00	18,765,000.00	01-Feb-02	PAID
18,765,000.00	\$1,095,000.00	17,670,000.00	01-Feb-03	PAID
17,670,000.00	\$1,495,000.00	16,175,000.00	01-Feb-04	PAID
16,175,000.00	\$1,565,000.00	14,610,000.00	01-Feb-05	PAID
14,610,000.00	\$1,760,000.00	12,850,000.00	01-Feb-06	PAID
12,850,000.00	\$1,845,000.00	11,005,000.00	01-Feb-07	
11,005,000.00	\$1,925,000.00	9,080,000.00	01-Feb-08	
9,080,000.00	\$2,005,000.00	7,075,000.00	01-Feb-09	
7,075,000.00	\$2,090,000.00	4,985,000.00	01-Feb-10	
4,985,000.00	\$2,190,000.00	2,795,000.00	01-Feb-11	
2,795,000.00	\$2,265,000.00	530,000.00	01-Feb-12	
530,000.00	\$320,000.00	210,000.00	01-Feb-13	
210,000.00	\$210,000.00	0.00	01-Feb-14	

<sup>\*</sup> PRINCIPAL PAYMENTS DUE ANNUALLY ON THE 1st DAY OF FEBRUARY. ACTUALLY PAID EVERY JANUARY

<sup>\*\*</sup> INTEREST PAYMENTS ARE DUE SEMI-ANNUALLY ON THE 1st DAY OF FEBRUARY AND AUGUST

	Previous Month	Current Month
Wells Fargo Oper Checking Interest Annual Yield	4.500%	4.610%
MBIA Annual Yield	4.590%	4.620%
Funds Management Compound Effective Yield	4.150%	4.430%
Beacon to the Future Fund	4.456%	4.487%

Revenues as of 02/10/06	Budgeted	Received To Date	Receivable Pending
FY06 ALL Accounts			( Negative # - Under Budget)
			(Positve # - Excess of Budget
Depository Interest [-3701	\$84,050.00	\$84,815.10	\$765.10
Security Interest [-3704	\$75,000.00	\$17,933.20	(\$57,066.80)
MBIA [-3705	\$80,145.00	\$83,635.14	\$3,490.14
Funds Management [-3706	\$74,800.00	\$75,527.29	\$727.29
Trollinger Royalties[-3712	\$15,000.00	\$10,411.24	(\$4,588.76)
	\$328,995.00	\$272,321.97	(\$56,673.03)
Bank Services Charges [-0444	Budgeted	Paid To Date	Expenditure Pending
ALL ACCOUNTS FY 06	\$75,200.00	\$9,627.24	\$65,572.76
ALL ACCOUNTS FT 00	\$75,200.00	\$5,021.24	•
			( Negative # - Over Budget)
			(Positve # - Under Budget)

## ceen Print from AbleTerm session(tgcrisc)

11:44 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

penditure Account ID Mask(s): [-0444

1 2 3 4 5 6 7 8 9 .0 .1 .2 .3	001-009-0444 009-232-0444 052-252-0444 053-283-0444 057-250-0444 065-218-0444 084-284-0444 110-110-0444 401-054-0444 500-226-0444 500-321-0444	Current Budget 75,000.00 200.00 0.00 0.00 0.00 0.00 0.00	YTD Exp 9,627.24 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	Encumbrance  0.00 0.00 0.00 0.00 0.00 0.00 0.0	Unenc. Balance 65,372.76 200.00 0.00 0.00 0.00 0.00 0.00 0.00 0
۲ 1	of 4 **	75,200.00	9,627.24	0.00	65,572.76

nter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for etailed Budget Inquiry, or 'X' to Exit:

#### creen Print from AbleTerm session(tgcrisc)

11:45 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

evenue Account ID Mask(s): [-3701; [-3703; [-3704; [-3705; [-3706; [-3712

:#.	Acct ID	Current Budget	YTD Revenue	Revenue Receivable
1	001-370-3701	40,000.00	29,272.38	10,727.62
2	001-370-3704	75,000.00	17,933.20	57,066.80
3	001-370-3705	60,000.00	58,694.51	1,305.49
4	001-370-3706	70,000.00	60,001.00	9,999.00
5	005-370-3701	2,900.00	720.62	2,179.38
6	005-370-3705	3,100.00	5,774.68	-2,674.68
7	006-370-3701	4,000.00	713.11	3,286.89
8	006-370-3705	6,000.00	6,317.19	-317.19
9	007-370-3701	0.00	0.00	0.00
10	009-370-3701	125.00	111.28	13.72
11	010-370-3701	200.00	37.16	162.84
12	010-370-3705	100.00	129.88	-29.88
13	010-370-3706	400.00	1,053.59	-653.59
** 1	of 9 **	328,995.00	272,321.97	56,673.03

Enter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for Detailed Budget Inquiry, or 'X' to Exit:

teen Print from AbleTerm session(tgcrisc) 11:43 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

venue Account ID Mask(s): [-3701

.1 2 3 4 5 6 7 8 9 0 11	Acct ID	40,000.00 2,900.00 4,000.00 0.00 125.00 200.00 900.00 100.00 50.00 100.00	YTD Revenue 29,272.38 720.62 713.11 0.00 111.28 37.16 36.09 6.95 32.31 18.40 29.22 89.87	Revenue Receivable 10,727.62 2,179.38 3,286.89 0.00 13.72 162.84 863.91 93.05 17.69 81.60 70.78 910.13
12 13	018-370-3701 019-370-3701	1,000.00 350.00	89.87 54.33	910.13 295.67
- 1	of 7 **	84,050.00	84,815.10	-765.10

nter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for etailed Budget Inquiry, or 'X' to Exit: \_\_\_\_

## 3creen Print from AbleTerm session(tgcrisc) 11:43 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

Revenue Account ID Mask(s): [-3704

	Acct ID 001-370-3704	Current Budget 75,000.00	YTD Revenue 17,933.20	Revenue Receivable 57,066.80
** 1	of 1 **	75,000.00	17,933.20	57,066.80

Enter "Account Index" for Detailed Budget Inquiry or 'X' to Exit:

## reen Print from AbleTerm session(tgcrisc)

11:44 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

venue Account ID Mask(s): [-3705

1 2 3 4 5 6 7 8 9 10 11 12	Acct ID	Current Budget 60,000.00 3,100.00 6,000.00 100.00 1,500.00 200.00 50.00 50.00 1,500.00 300.00 600.00	YTD Revenue 58,694.51 5,774.68 6,317.19 129.88 2,031.48 63.83 329.72 97.40 115.16 1,770.79 1,486.27 796.50	Revenue Receivable 1,305.49 -2,674.68 -317.19 -29.88 -531.48 -63.83 -129.72 -47.40 -65.16 -270.79 -1,186.27 -196.50
12 13	020-370-3705 022-370-3705	600.00 0.00	796.50 0.54	-196.50 -0.54
* 1	of 2 **	80,145.00	83,635.14	-3,490.14

nter 'N' for Next Screen, 'P' for Previous Screen, "Account Index" for etailed Budget Inquiry, or 'X' to Exit: \_\_\_\_

## Gareen Print from AbleTerm session(tgarisa)

11:44 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

Revenue Account ID Mask(s): [-3706

##.	Acct ID	Current Budget	YTD Revenue	Revenue Receivabl	e
1	001-370-3706	70,000.00	60,001.00	9,999.0	0
2	010-370-3706	400.00	1,053.59	-653.5	9
3	014-370-3706	3,000.00	7,921.51	-4,921.5	1
4	022-370-3706	400.00	1,344.67	-944.6	7
5	099-370-370.6	1,000.00	5,206.52	-4,206.5	2
** 1	of 1 **	74,800.00	75,527.29	-727.2	9

## Screen Print from AbleTerm session(tgcrisc)

11:44 AM 04/08/2006

-- Budget Inquiry - 2005-2006 Fiscal Year --

Revenue Account ID Mask(s): [-3712

##. Acct ID..... Current Budget 1 202-370-3712 15,000.00 10,411.24 Revenue Receivable 4,588.76

\*\* 1 of 1 \*\* 15,000.00 10,411.24 84 PG. 1458.76

21

```
-- Bank Statement Reconciliation --
                                                                             OPER
                                         Time : 11:56am
               : 04/05/06
Date Reconciled
Checking Acct Code: OPER (TGC OPERATING ACCOUNT)
              : 01/31/06
: 0067115949 (TGC OPERATING ACCOUNT)
: $5,318.45
: $0.00
Closing Date
Bank Account #
Interest Earned
Service Charges
                                    $ 1,476,955.16
            Ledger Bank Balance
                                        183,604.75
            + Outstanding Checks
                                            0.00
            - Outstanding Deposit Slips
                                           5,318.45
            + Interest Earned
                                            0.00
            - Service Charges
                                    $ 1,665,878.36
            Bank Statement Balance
                                            (3450)
                                                         CKA JOES
                                          3450.00
                                             188.00 unreconcilable - Avait
                                           Carrow fractors (2001)
                                        $ 1,668,439.86
```

34.50-3,450.00+ 122.00+ 976.00-005 1,668,439.86+ 1,668,439.86+

1,665,878-36+

1,568,439.85-

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0.00\*

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## Treasurer's Monthly Report

Prepared by Dianna Spieker, Tom Green County Treasurer

## Section 2 - Investments Daily and Long Term

Per the Public Funds Investment Act and the Tom Green County Investment Policies, the Investments Report is required on a Quarterly Basis. However, in an effort to keep the Commissioners' Court informed <u>available</u> information is provided on a Monthly basis.

Daily Liquidity Pools
Funds can be deposited and withdrawn on a daily basis

Investor's Cash Trust -Funds Management

MBIA

Capital Campaign Funds (Library)

Page 34

Page 34

Page 34

Page 39

Investments

Funds used to purchase items that require selling the item to or waiting until maturity to access the funds

Security Report Page 40

Trollinger Investments Page 44

VOL. 84 PG 117

INVESTORS CASH TRUST ACCOUNTS		April 3, 2006 03/31/06 PM Posting		
ACCOUNT NAME	ACCOUNT#	INTEREST	BALANCE	TOTAL
TOM GREEN COUNTY - GENERAL ACCOUNT	654-0001432	\$23,816.66	\$6,463,534.12	\$6,487,350.78
TOM GREEN COUNTY - DEBT SERVICE	654-0001443	\$575.19	\$156,102.87	\$156,678.06
VOL.				
<b>∞</b>				
P6.				
AVERAGE RATE (03/01/06 THROUGH 03/31/06-31 days): 4.349	<b>∕∕</b> ₀			
$\infty$	TAL:	\$24,391.85	\$6,619,636.99	\$6,644,028.84

ICT GOVERNMENT	CASH & AGENCY SECURITIES PORT	FOLIO			······································	
As of 2/28/2006						
CUSIP	Security Name	Coupon	Maturity	Quantity	Market Value	%MV
Agency Bond						
3128X4D81	Federal Home Loan Bank	4.920	02/28/2007	6,000,000	5,992,260.00	1.05%
3128X4DD0	FHLMC Nt	3.830	06/20/2006	8,000,000	7,972,480.00	1.40%
3128X4YN5	Freddie Mac Nt	4.750	02/06/2007	4,000,000	3,990,560.00	0.70%
N/A	Freddie Mac Nt	4.406	07/06/2007	30,000,000	29,992,500.00	5.28%
3133X9QG8	Fed Home Loan Bank	4.460	06/02/2006	10,000,000	9,999,700.00	1.76%
31359MYG2	FNMA Nt	4.000	08/08/2006	5,000,000	4,981,250.00	0.88%
3136F7FZ5	FNMA Nt	4.030	07/21/2006	5,000,000	4,381,250.00	0.88%
					67,910,000.00	11.95%
Repurchase Agreen	nent					
58799F003	State Street Bank Repo	4.250	03/01/2006	629,000	628,925.74	0.11%
601315008	TRP Goldman Sachs Govt	4.540	04/03/2006	90,000,000	89,983,531.50	15.83%
601315010	TRP CS First Boston Govt	4.540	04/03/2006	48,000,000	47,994,392.32	8.44%
602015010	TRP Salomon Smith Barney Govt	4.530	03/28/2006	90,000,000	89,983,042.50	15.83%
602065019	TRP BA Securities Govt	4.530	03/31/2006	95,000,000	94,982,206.50	16.71%
602135018	TRP Merrill Lynch Govt	4.595	04/13/2006	55,000,000	54,998,337.19	9.67%
602235127	TRP BNP Paribas Govt	4.570	03/31/2006	55,000,000	54,997,695.58	9.67%
602285019	TRP Bear Stearns Govt	4.580	03/01/2006	40,000,000	39,995,011.11	7.04%
602285022	TRP BNP Paribas Gout	4.580	03/01/2006	27,000,000	26,996,632.50	4.75%
					500,559,774.94	88.05%
					568,469,774.94	100.00%
					104,698,580.13	ICT TP
					673,168,355.07	TOTAL ICT

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# **Economic** Commentary

March 2006

Market Commentary

Prepared by Byron Gehlhardt, Portfolio Manager, MBIA Asset Management Group

#### **Federal Reserve Continues**

Chairman Ben Bernanke's first meeting ended like many of Chairman behavior in the rederal Reserve Open Market Committee (FOMC) hiking its key overnight lending rate to 4.75 percent from 4.50 percent. The accompanying statement maintained that "some further policy firming may be needed" and also shed light on other matters. The statement characterized the lower-than-expected fourth quarter growth as a result of temporary or special factors as opposed to previous language, remarking that this growth was "uneven." The FOMC also noted that growth may be likely to moderate at a more sustainable pace and commented that there appears to be a minimal pass-through of increasing energy costs into inflation.

The Fed continues to confound the market as participants have multiple takes on where the FOMC may find its "neutral" rate. With the statement making more weighted comments towards inflation continuing to be moderate and in a sustainable tolerance level, some market participants believe that there may be one more hike to go unless economic data show higher, more uncomfortable levels of inflation. Other participants think that the current Fed stance is stimulative

because nominal GDP for the past year exceeds the nominal fed funds rate (6.7 percent vs. 4.75 percent). This spread has been historically much closer in times of tighter economic conditions, meaning that there could be some further room for the Fed to hike rates and not throttle the economy. For now, the market is pricing in a 35 percent chance of rates making it to 5.25 percent after the Fed's June meeting.

The next FOMC meeting will be May 10, 2006. Economic statistics to watch in April are ISM Manufacturing (4/3), Employment Report (4/7), Retail Sales (4/13), Import Price Index (4/13), Capacity Utilization (4/14), Produce: Price Index (4/18), Consumer Price Index (4/19), Leading Indicators (4/20), Durable Goods Orders (4/26), 1st Quarter 06 GDP

As of March 31, 2006, the Dow was up approximately 1.1 percent for the month (up 3.7 percent for the year). The NASDAQ was up 2.6 percent for the month (up 6.1 percent for the year). The S&P 500 finished the month up 1.1 percent (up 3.7 percent for the year).

#### Sector Review

U.S. Treasuries: Treasuries continued their decline in March as the market continued to digest the reality that inflation continues to be a concern as it remains on the higher end of the Fed's comfort range. Our portfolios will continue to target a duration in the mid 30s as it appears likely that another hike may be in the works, barring anything unexpected in the next wave of economic releases. At month-end, three-month bills posted a 4.60 percent discount, six-month bills a 4.80 percent discount; two-year Treasuries were yielding 4.82 percent, five-year Treasuries 4.81 percent, and 10-year notes 4.85 percent.

Repurchase Agreements: Overnight repurchase agreements (repo) started the month trading at 4.52 percent and traded in the 4.45 to 4.50 percent range for the balance of the month, with rates edging towards 4.75 percent as the market priced in the 25 basis point hike in the key fed funds rate. Repo should trade in the 4.75 percent context the market for the formal formal the market for pricing throughout the month of April. Currently, the market is pricing in about a 90 percent chance that the Fed will hike rates on its May 10th meeting.

Commercial Paper: The trend of increasing commercial

paper supply persisted in March and spreads continued to be quite firm as investors are scooping up front-end paper offering attractive levels. We expect to maintain our short duration stance throughout the month, maintaining weighted average maturities in the 35- to 40-day range. At the end of the month, one-month CP was offered at 4.76 percent, threemonth paper at 4.86 percent, and six-month paper at 4.94 percent (all yields quoted on a discount basis)

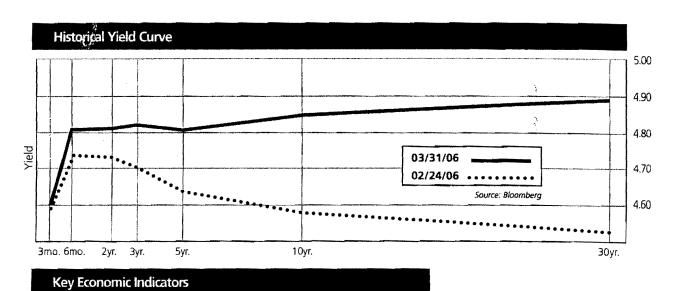
U.S. Government Agencies: Freddie Mac grabbed headlines in March as its CFO Martin Baumann resigned with President and COO Eugene McQuade taking the post until another replacement can be found. This news and the announcement of further accounting errors did not significantly hurt the firm as its current quarter earnings appear to be on track and most of the management issues are behind them. At month's end, discount notes were trading at 4.63 percent in the one-month area, 4.76 percent for three-month securities and 4.87 percent for six-month securities. One-year agency paper was being offered at a 5.13 percent yield.

The opinions expressed above are those of MBIA Asset Management and are subject to change without notice. VOL.

Market Summary

Prepared by Jake Danaher, Portfolio Manager, MBIA Asset Management Group

Monthly Market Sum	mary – Week-e	nding Rates	and Yields			
Overwight Dates	03/03	03/10	03/17	03/24	03/31	1st QTD AVG
Overnight Rates  Effective Fed Funds	4.51	4.51	4.60	4.69	5.00	4.50
Repurchase Agreements	4.43	4.46	4.60	4.58	4.50	4.50 4.37
Discount Rates					and the same the same that the	- drawn groundstate, as to a conduct or a conjugat
1 Month Treasury Bill	4.45	4.46	4.50	4.66	4.65	4.35
1 Month Agency Disc.	4.42	4.47	4.53	4.64	4.67	4.41
1 Month Com'l Paper	4.57	4.63	4.68	4.76	4.77	4.54
3 Month Treasury Bill	4.62	4.62	4.64	4.65	4.63	4.51
3 Morith Agency Disc.	4.59	4.64	4.66	4.73	4.76	4.53
3 Month Com'l Paper	4.75	4.79	4.82	4.87	4.91	4.68
5 Month Treasury Bill	4.58	4.61	4.61	4.61	4.66	4.49
6 Month Agency Disc.	4.70	4.75	4.75	4.79	4.85	4.63
Month Com'l Paper	4,90	4.96	4.94	5.00	5.04	4.82
»	namen njek grinner gil nilgar e e e e e k nele - a ek k sjek ke er de gek p an artiser e k k a seriene (1954 ere en pjekkjen			additional and a supplementary to the state of the supplementary and the supplementary a	Marks while an entire growing by digitarian reprinting by a	
Year Treasury	4.75	4.77	4.74	4.76	4.82	4.64
Year Agency	5.02	5.08	4.98	5.05	5.12	4.93
Year Treasury	4.76	4.74	4.65	4.72	4.82	4.61
Year Agency	4.99	4.96	4.91	4.98	5.05	4.85
S Year Treasury	4.71	4.77	4.62	4.66	4.82	4.56
Year Agency	5.06	5.11	4.99	5.02	5.17	4.94



#### Date of Release 03/10 03/16 For the Period 4.7% 0.1% **Actual** Prior 4.8% 4.7% 0.1% 0.7% 0.1% 0.2% 107.2 -102.7 4.75% 4.50% 1.7% 1.6% Unemployment Rate Consumer Price Index February February - Less Food and Energy February 03/16 0.2% 102.0 4.75% 1.7% Consumer Confidence FOMC Rate Decision Gross Domestic Product March 03/28 03/28 03/30 4QF

MBIA Asset Management Group 113 King Street Armonk, New York 10504 Client Services: 1-800-395-5505 www.MBIA.com



Asset Management Group

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## Texas CLASS Daily Rates March 2006

For more information, call MBIA Asset Management at (800)395-5505 Fax: (800)765-7600

## CLASS

Date	Daily Rates	Annual Yield	
03/01/06	4.47%	4.57%	
03/02/06	4.47%	4.58%	
03/03/06	4.47%	4.57%	
03/04/06	4.47%	4.57%	
03/05/06	4.47%	4.57%	
03/06/06	4.47%	4.58%	
03/07/06	4.47%	4.57%	
03/08/06	4.47%	4.57%	
03/09/06	4.47%	4.57%	
03/10/06	4.47%	4.57%	
03/11/06	4.47%	4.57%	
03/12/06	4.47%	4.57%	
03/13/06	4.47%	4.57%	
03/14/06	4.48%	4.58%	
03/15/06	4.51%	4.61%	
03/16/06	4.49%	4.59%	
03/17/06	4.49%	4.59%	
03/18/06	4.49%	4.59%	
03/19/06	4.49%	4.59%	
03/20/06	4.49%	4.60%	
03/21/06	4.52%	4.62%	
03/22/06	4.52%	4.63%	
03/23/06	4.54%	4.64%	
03/24/06	4.59%	4.70%	
03/25/06	4.59%	4.70%	
03/26/06	4.59%	4.70%	
03/27/06	4.61%	4.72%	
03/28/06	4.62%	4.73%	
03/29/06	4.61%	4.72%	
03/30/06	4.63%	4.74%	
03/31/06	4.72%	4.83%	
Average	4.52%	4.62%	

Rates can vary over time. Past performance is no guarantee of future results.

March 2006

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# Texas CLASS Portfolio Holdings March 2006

For more information, call MBIA Asset Management at (800)395-5505 Fax: (800)765-7600



Face Amount		<b>Maturity Date</b>	Yield/Rate	Value
FEDERAL FARM C	REDIT BANK NOTES			
\$10,750,000.00	Federal Farm Credit Bank Notes	03/29/2007	4.70%	\$10,751,075.00
\$10,750,000.00	TOTAL FEDERAL FARM CRED	IT BANK NOTES	Property Commencer Services	\$10,751,075.00
FEDERAL HOME I	OAN MORTGAGE NOTES			
\$10,000,000.00	Federal Home Loan Mortgage Notes	07/14/2006	4.06%	\$9,918,000.00
\$20,500,000.00		03/15/2007	5.06%	\$20,243,135.00
\$10,000,000.00	-	11/03/2006	4.50%	\$9,963,000.00
\$15,000,000.00	Federal Home Loan Mortgage Notes	11/24/2006	4.61%	\$14,940,000.00
\$10,000,000.00	Federal Home Loan Mortgage Notes	10/15/2006	4.30%	\$9,875,000.00
\$17,000,000.00	Federal Home Loan Mortgage Notes	02/12/2007	4.80%	\$16,945,600.00
\$13,000,000.00	Federal Home Loan Mortgage Notes	02/23/2007	4.80%	\$12,957,100.00

March 2006



# FEDERAL HOME LOAN MORTGAGE NOTES

				· ************************************	
\$95,500,000.00	TOTAL FEDERAL HOME LOAN MORTGAGE NOTES		GAGE NOTES		\$94,841,835.00
FEDERAL HOME I	OAN BANK NOT	ES			
\$20,000,000.00	Federal Home Bank Notes	Loan	02/15/2007	4.91%	\$20,348,000.00
\$50,000,000.00	Federal Home Bank Notes	Loan	05/10/2006	4.66%	\$49,985,000.00
\$6.000,000.00	Federal Home Bank Notes	Loan	02/22/2007	5.10%	\$5,997,000.00
\$10,000,000.00	Federal Home Bank Notes	Loan	02/23/2007	5.04%	\$9,990,000.00
\$11,155,000.00	Federal Home Bank Notes	Loan	01/30/2007	4.94%	\$11,114,842.00
\$10,000.000.00	Federal Home Bank Notes	Loan	01/12/2007	4.80%	\$9,960,000.00
\$5,000,000.00	Federal Home Bank Notes	Loan	11/22/2006	4.50%	\$4,979,500.00
\$2,500,000.00	Federal Home Bank Notes	Loan	01/16/2007	4.78%	\$2,473,250.00
\$25,000,000.00	Federal Home Bank Notes	Loan	06/15/2006	4.15%	\$24,955,000.00
\$5,000,000.00	Federal Home Bank Notes	Loan	07/21/2006	4.33%	\$4,973,500.00

March 2006



FEDERAL HOME	LOAN BANK NOTES			
\$8,000,000.00	Federal Home Loan Bank Notes	01/10/2007	4.83%	\$7,898,400.00
\$4,840,000.00	Federal Home Loan Bank Notes	10/16/2006	4.70%	\$4,776,112.00
\$5,000,000.00	Federal Home Loan Bank Notes	09/15/2006	4.36%	\$4,951,500.00
\$6,000,000.00	Federal Home Loan Bank Notes	12/29/2006	4.72%	\$5,881,800.00
\$12,000,000.00	Federal Home Loan Bank Notes	07/13/2006	4.62%	\$11,905,200.00
\$180,495,000.00	TOTAL FEDERAL HOME LOAN	BANK NOTES		\$180,189,104.00
\$180,499,000.00				
	AL MORTGAGE ASSOCIATI	ION NOTES		
	Federal National	O5/09/2006	4.74%	\$25,000,000.00
FEDERAL NATION	Federal National Mortagage Association Notes Federal National Mortagage		4.74%	\$25,000,000.00 \$14,926,500.00
FEDERAL NATION \$25,000,000.00	Federal National Mortagage Association Notes Federal National	05/09/2006	.,	

March 2006



# FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES

\$25,000,000.00	Federal National	06/15/2006	3.75%	\$24,872,500.00
\$10,565,000.00	Mortagage Association Notes Federal National Mortagage Association Notes	05/12/2006	4.04%	\$10,535,418.00
\$90,565,000.00	TOTAL FEDERAL NATIONAL MORTG	AGE ASSOCIATIO	N NOTES	\$90,215,418.00
FREDDIE MAC NO	ΓES			
\$14,000,000.00	FREDDIE MAC Notes	05/05/2006	3.70%	\$13,970,600.00
	FREDDIE MAC Notes	07/07/2006	3.95%	\$14,810,100.00
\$20,000.000.00	FREDDIE MAC Notes	05/10/2006	3.80%	\$19,903,400.00
\$49,000,000.00	TOTAL FREDDIE MAC NOTES			\$48,684,100.00
US TREASURY SE	CURITIES			
\$11,000,000.00	US Treasury	07/15/2006	4.67%	\$11,066,000.00
\$7,500,000.00	Securities US Treasury Securities	05/15/2006	4.33%	\$7,476,750.00
\$18,500,000.00	TOTAL US TREASURY SECURITIES			\$18,542,750.00



MUNICIPAL				
\$32,900,000.00	Texas Public Finance Authority	05/16/2006	4.80%	\$32,896,710.00
\$32,900,000.00	TOTAL MUNICIPAL			\$32,896,710.00
COMMERCIAL PA	PER			
<b>\$1</b> 10,500,000.00	Alpine Securitization	04/03/2006	4.92%	\$110,500,000.00
\$73,124,000.00	Newport Funding Corp	04/03/2006	4.89%	\$73,124,000.00
\$50,000,000.00	Morgan Stanley	07/10/2006	4.83%	\$50,000,000.00
\$106,000,000.00	Koch Industries, Inc.	04/03/2006	4.82%	\$106,000,000.00
\$20,000,000.00	Kitty Hawk Funding Corp	04/17/2006	4.79%	\$19,962,400.00
\$35,000,000.00	Greyhawk Funding LLC	04/10/2006	4.72%	\$34,967,100.00
\$72,000,000.00	Greyhawk Funding	04/03/2006	4.92%	\$72,000,000.00
\$30,000,000.00	Greenwich Capital Hldgs	11/06/2006	4.62%	\$30,003,600.00
\$46.470,000.00	Goldman Sachs	04/03/2006	4.90%	\$46,470,000.00
\$20,000,000.00	Fountain Square Comml Fundng	06/26/2006	4.76%	\$19,770,400.00

March 2006



# COMMERCIAL PAPER

\$50,000,000.00	Ticonderoga Funding LLC	04/06/2006	4.86%	\$49,978 500.00
\$15,000,000.00	Surrey Funding Corp	04/11/2006	4.65%	\$14,983,800.00
\$50,000,000.00	Surrey Funding Corp	04/03/2006	4.92%	\$50,000,000.00
\$15,000,000.00	Societe Generale North America	05/05/2006	4.58%	\$14,936,400.00
\$14,000,000.00	Sigma Finance Corp	06/01/2006	4.64%	\$13,888,420.00
\$25,000,000.00	Sheffield Receivables Co	04/03/2006	4.65%	\$25,000,000.00
\$17,060,000.00	Ranger Funding	04/25/2006	4.64%	\$17,009,843.60
\$110,500,000.00	Rabobank Nederland	04/03/2006	4.90%	\$110,500,000.00
<b>\$</b> 50,000,000.00	Public Square II CP	04/03/2006	4.93%	\$50,000,000.00
\$50,000,000.00	Windmill Funding I Corp	04/03/2006	4.90%	\$50,000,000.00
\$115,000,000.00	UBS Finance Delaware Inc.	04/03/2006	4.90%	\$115,000,000 00
\$35,000,000.00	Transamerica Asset Fndg	05/12/2006	4.84%	\$34,817,300.00
<b>\$</b> 15,000,000.00	Amstel Funding Corp	06/20/2006	4.66%	\$14,840,550.00
\$115,000,000.00	Aspen Funding Corp.	04/03/2006	4.89%	\$115,000,000.00
\$15,000,000.00	Atomium Funding Corp	04/13/2006	4.67%	\$14,979,750.00
\$15,000,000.00	Atomium Funding Corp	06/27/2006	4.80%	\$14,324,650.00

March 2006



COMMERCIAL P	APER			
\$81,049,000.00	Barton Capital Corp	04/03/2006	4.91%	\$81,016,580.40
\$20,000,000.00	Barton Capital Corp.	05/15/2006	4.77%	\$19,887,600.00
\$28,500,000.00	Corporate Asset	05/12/2006	4.82%	\$28,351,230.00
\$15,965,000.00	Funding CIT Group Inc	05/02/2006	4.61%	\$15,903,375.10
\$115,000,000.00	Chesham Finance LLC	04/03/2006	4.93%	\$114,954,000.00
\$50,000,000.00	EBURY FINANCE	09/29/2006	4.78%	\$48,740,000.00
\$20,000,000.00	Edison Asset Securitization	06/15/2006	4.62%	\$19.801,200.00
\$1,600,168,000.00	TOTAL COMMERCIAL PAPER		\$	1,597,211,699.10
\$1,600,168,000.00 OTHER SECURITE			\$	1,597,211,699.10
OTHER SECURITE		03/31/2006		\$1,597,211,699.10
OTHER SECURITE	<b>ES</b> The Reserve Funds	03/31/2006 03/31/2006		
\$103,726,000.00 \$125,000.000.00	<b>ES</b> The Reserve Funds		4.79%	<b>\$</b> 103,726,000.00

March 2006

## TRUSTEE'S CERTIFICATE

We, the undersigned, hereby certify that Dianne Spieker is the Chairman of the Board of Trustees of Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS") an investment pool organized and operating pursuant to Texas Government Code Chapter 2256, as amended, and we hereby certify to the following:

- 1) As a member of the Board of Trustees of Texas CLASS, Ms. Spieker, as County Treasurer for Tom Green County, Texas is not required to cause Tom Green County to invest any of its funds in Texas CLASS; and
- 2) Ms. Spieker is not compensated for her service on the Board of Trustees of Texas CLASS; but is reimbursed only for valid travel related expenses for her attendance at meetings of the Board of Trustees of Texas CLASS.

The parties hereto have caused this Certificate to be duly executed in counterparts, each of which shall constitute an original as of the date on which the last party executes the certificate.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the  $\frac{G^{3}h}{2}$  day of  $\frac{1}{2}$  2006.

DIANNA SPIEKER

Chairman, Texas CLASS Board of Trustees

MBIA ASSET MANAGEMENT GROUP

Program Administrator for Texas CLASS

Greg Wright

CLASS Administrator

MBIA Asset Management Group

NAT549/16000 Dallas 1054479\_1.DOC



# Notes March 2006

For more information, call MBIA Asset Management at (800)395-5505 Fax: (800)765-7600

You may now view and print your Participant Profile on Client Connection. Under Summaries and Reports, click on Statement Reports and then Participant Profile. Follow instructions to make revisions to your Participant information.

As a registered investment adviser, we are required to furnish you with a copy of our ADV Part II of the SEC registration form. If you would like a copy of this form, please contact us at 800-395-5505.

The following information is provided in accordance with Texas state statute 2256.0016. As of March 31, 2006, the portfolio contained the following securities by type:

US Government Agency Bond - 12.90%, US Commercial Paper - 63.98%, US Commercial Paper Floating Rate Note - 5.63%, US Government Agency Discount Note - 1.50%, US Government Agency Floating Rate Note - 3.75%, Taxable Municipal Bond - 1.44%, Short Term Investment Fund - 4.52%, US Treasury Note - 0.81%, Collateralized Deposit Account - 5.48%

The portfolio is marked to market at the end of each business day.

Current information can be provided to you by calling your Client Service Representative at 1-800-395-5505.

Market Value at 3/31/2006 - \$2,302,058,691.10 Amortized Cost at 3/31/2006 - \$2,304,278,152.45 Difference - \$2,304,278,152.45

The current LOC for the portfolio is \$5,000,000.

The NAV on 3/31/2006 is equal to 1.00

Dollar Weighted Average Maturity - 36 days The final maturity dates of all securities were less than one year.

The custodial bank for Texas CLASS is Wells Fargo, TX.

March 2006

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The portfolio manager of MBIA Capital Management Corp, sub-advisor for Texas CLASS, is Byron Gehlhardt.

There were no changes to the Third Amended and Restated Trust Agreement.

For the month of March 2006, MBIA Municipal Investors Service Corporation, in its role as Program Administrator, accrued fees of \$131,015 based on average assets for Texas CLASS of \$2,203,710,009. The fee is accrued on a daily basis by multiplying the value of the investment property as determined each day by the fee rate of 20 basis points (.0020) divided by 365 Days. MBIA reserves the right to abate fees listed in the Third Amended and Restated Trust Agreement. The monthly fee is the sum of all daily fee accruals for the month of March. The fee is paid monthly upon notification to the custodial bank. As of March 31, 2006 the fee was 7 basis points.

MBIA Asset Management Client Services will be closed Friday, April 14th for Good Friday.

March 2006



SAN ANGELO AREA FOUNDATION
.... NURTURING A LEGACY OF PHILANTHROPY FOR WEST TEXAS

Beacon to the Future Fund Fund Statement 01 ,01 ,2006 - 02,28,2006 Fund ID: Beacon Ms. Dianna M. Speaker Tom Green County Treasurer 112 W. Beauregard Ave. San Angelo, TX 76903-5850

<b>Endowment Contributions</b>				
Total Historical	0.00			
Balance [Corpus]				
Fund Activity				
Fund Balance (Beginning period)	1,310,052.18			
Contributions (This year)	7,025.00			
Investment Activity				
Interest & Dividends	9,000.97			
Unrealized Gains (Losses)	0.00			
Realized Gains (Losses)	0.00			
Disbursements				
Grants/Scholarships	0.00			
Investment/Management Fees	0.00			
Fund Balance (Ending Period)	1,326,078.15			
Available to Grant in 2006	.00			
Total Assets	1,326,078.15			
Total Liabilities	0.00			
Total Net Assets of the Fund	1,326,078.15			

# Detail

CONTRIBUTIONS:		
Donor	Date .	Amount
Mr. William F. Collins	01/10/2006	500.00
Mr. Steve Smith	01/24/2006	25.00
Mr. and Mrs Jack Grafa	01/25/2006	2,500.00
Mr. and Mrs. Dennis Grafa	02/10/2006	500.00
Ms. Carolyn R. Utt	02/21/2006	2,000.00
Ms. Suzanne Utt	02/21/2006	500.00
Anonymous Gift	02/27/2006	1,000.00
*** Total Gifts:		7,025.00

Current 7 day yield (annualized) for the fund: 4.52%

Gross effective annualized yield - inception to date: 4.487%

Net Effective annualized yield – inception to date: 4.35% (less fees)

# FY 2006 Investment Report

# Vocabulary

Accretion	The process to increase book value to equal original face value. (Discount)	Broker	Seattle-Northwest
Accrued Interest	Interest Due County but not paid until next coupon date.	Cusip#	3133XCCG6
Decretion	The process to decrease book value to equal original face value. (Premium)	Purchases Date	7/11/2005
Unrealized Gain/(Loss)	The value of the security held IF it was sold on a particular date.	Matures	6/30/2006
Book Value	What your books show the value of the security is.	Price	\$99.9420
Market Value	What the liquidation value is.	Coupon	3.75%
		Yield	3.81%
		Quantity	\$500,000.00

# Federal Home Loan Note

Purchases \$500,000.00 @ 99.942% = \$499,710.00 plus Interest \$572.92 = \$500,282.92 First IPD 12/30/05

\$0.00 Interest Received This Month

\$0.00 Change In Book Value This Month vs. Last Month

\$0,00 Principal Received This Month

\$290.00, Change In Market Value This Month vs. Last Month

									Unrealized Life of Sec.	Unrealized
(C)		3133XCCG6			2/28/2006	2/28/2006		0	Incl all Interest	Market vs Book
المسا		History	Original Price	Accretion(Decretion)	Book Value	Market Value	Received Interest	Accrued Interest	Gain/(Loss)	Gain/(Loss)
	FY 05	September 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,950.00	\$0.00	\$0.00	(\$1,760.00)	(\$1,760.00)
73	FY 06	October 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,650.00	\$0.00	\$0.00	(\$2,060.00)	(\$2,060.00)
	FY 06	November 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,600.00	\$0.00	\$0.00	(\$2,110.00)	(\$2,110.00)
b	FY 06	December 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,900.00	\$9,375.00	\$0.00	\$7,565.00	(\$1,810.00)
	FY 06	January 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,150.00	\$0.00	\$0.00	(\$1,560.00)	(\$1,560.00)
-	FY 06	February 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,150.00	\$0.00	\$0.00	(\$1,560.00)	(\$1,560.00)
	FY 06	March 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,440.00	\$0.00	\$0.00	(\$1,270.00)	(\$1,270.00)
1	FY 06	April 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
l	FY 06	May 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 06	June 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
İ	FY 06	July 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 06	August 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 06	September 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00

The County's Maintains a passive Investment stradegy.

YOL.

With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.



Wells Fargo Brokerage Services, LLC GILBERT RAMON 1000 LOUISIANA, SUITE 650 HOUSTON, TX 77002

(713)319-1114

The 2006 Statement of Financial Condition for Wells Fargo Brokerage Services, LLC (WFBS) is now available. You may view it on our website at www.wellsfargo.com/ibs or call 866-234-4624 for a complimentary copy to be mailed to you. Wells Fargo Brokerage Services, LLC and Wells Fargo Institutional Securities, LLC are brokerage affiliates of Wells Fargo & Company and members of the NASD and SIPC. WFBS provides clearing services for WFIS, and WFIS accounts are carried by WFBS.

We have included with your statement a current copy of the Investment Account Agreement that outlines the terms and conditions of your account. Please note the changes that are identified in the cover letter and contact your investment representative if you have any questions.

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# Your Investment Account(s)

TOM GREEN COUNTY ATTN MS DIANNA M SPIEKER

**Account Number** 12849899

992,750.00

50%

#### **Account Value Summary**

This Statement Period 03/01/2006 - 03/31/2006		Amount Last Statement Period	Amount This Statement Period	% Portfolio	This summary does not reflect the value of unpriced securities or overnight repurchase agreements.
Cash	\$	0.00	\$ 0.00	0%	. <del></del>
Money Market Mutual Funds		0.00	0.00	0%	
Bonds		994,600.00	498,440.00	100%	
Stocks		0.00	0.00	0%	
Mutual Funds		0.00	0.00	0%	
Unit Investment Trusts		0.00	0.00	0%	
Other		0.00	0.00	0%	
Total Account Value	\$	994,600.00	\$ 498,440.00	100%	
Value Change Since Last Statement Period Percent Decrease Since Last Statement Period			\$ 496,160.00 50%		

#### Income Summary

Percent Decrease Since Last Year-End

Value Last Year-End

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	0.00	0.00
Other	0.00	0.00
Income Total	\$ 0.00	\$ 0.00

# Money Market Mutual Funds Summary

Description	Amount
Opening Balance	\$ 0.00
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Income Earned	0.00
Closing Balance	\$ 0.00

Investments: • NOT FDIC insured • May lose value • No bank guarantee

Although all figures shown are believed to to be accurate, statement data should not be used for tax purposes. Rely only on year-end tax forms when preparing your return.

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UN#0906040-00009814 74886-0010 41617 04/05/06 P2

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#### Important Information

General: This Customer Account Statement is provided to institutional customers of Wells Fargo Brokerage Services, LLC ("WFBS"). For WFBS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank Safekeeping Statement.

The WFBS Customer Account Statement reflects principal and agent security purchase and sale transactions, the receipt and disbursement of cash and securities, and other brokerage activities of WFBS relating to a customer's account during the statement period.

The WFBS Customer Account Statement contains a list of securities held in safekeeping by WFBS as of the statement date except for customers who maintain a safekeeping account at the Bank.

The Bank Safekeeping Statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date. This Bank Safekeeping Statement does not include purchases and sales of securities or repurchase agreement or reverse repurchase activities.

Customer account statements are provided monthly to customers who have transactions during the month affecting money balances and/or security positions, otherwise, they are provided quarterly.

Lost securities will be replaced at no charge if reported to a customer's investment representative within six months of mailing date.

A copy of the financial statements for WFBS is available for personal inspection at its main offices in Minneapolis, Minnesota or a copy will be furnished to a customer upon written request.

A fee will be charged to customers to transfer their existing WFBS account to another broker/dealer or any other financial institution.

Pricing: Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange listed securities, the price provided is the closing price at month end. For unlisted securities, it is the "bid" price at month end. CDs that mature in one year or less are shown at last price traded. For CDs that mature in greater than one year and other instruments that trade infrequently, prices are an estimate based on the price of similar securities for which prices are available.

Prices on this statement may not always be obtained when the asset is sold. Brokered Certificates of Deposit: Brokered Certificates of Deposit ("CDs"), like bonds, are subject to price fluctuation and, as a result, the value of a CD if sold prior to maturity may be less than its value at the time of purchase and significant loss of principal could result. Moreover, while WFBS generally makes a market in the CDs that it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFBS will make its best effort to help investors find a buyer.

SIPC: WFBS is a member of the Securities Investor Protection Corporation (SIPC). As such, in the event of the insolvency or liquidation of WFBS, securities held in safekeeping at WFBS are covered by SIPC against the loss of securities, but not investment risk, up to a maximum of \$500,000 per customer, which includes a \$100,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This insurance does not apply to securities held in safekeeping by the Bank. For further information regarding SIPC coverage, see the SIPC web site at www.sipc.gov.

NASD Public Disclosure Program: WFBS is a member of the National Association of Securities Dealers (NASD) and is regulated by its affiliate NASD Regulation, Inc. (NASDR). Under NASR's Public Disclosure Program, NASDR provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Such information can be obtained from the NASDR Public Disclosure Program hotline number (1-800-289-9999) or the NASDR web site (<a href="www.nasdr.com">www.nasdr.com</a>). An investor brochure that includes information describing the NASDR Public Disclosure Program will be furnished to a customer upon written request.

Free Credit Balances: Any customer free credit balances may be used in the business of WFBS subject to limitation of 17 CFR Section 240 15c3-2 under the Securities Exchange Act of 1934. A customer has the right to receive in the course of normal business operations, the delivery of the following: any free credit balances to which he or she is entitled or any fully paid securities to which he or she is entitled and any securities purchased on margin upon full payment by the customer of any indebtedness to WFBS.

Order Routing: WFBS will route equity orders taking into consideration, among other factors, the quality and speed of execution, as well the credits and cash or other payments it may receive from any exchange, other broker/dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFBS will route executions at prices equal or superior to the nationally dis\_flayed best bid or best offer. WFBS will also attempt to obtain the best execution regardless of any compensation it may receive. WFBS uses the compensation received to help keep costs competitive and provide

customers with quality execution services. The nature and source of credits and payments WFBS receives in connection with specific orders will be furnished to a customer upon request.

WFBS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. These reports are publicly available at <a href="http://www.tagaudit.com/r6viewpub.asp.WFBS">http://www.tagaudit.com/r6viewpub.asp.WFBS</a> will furnish a printed copy of the quarterly report upon written request. In addition, WFBS will provide on request more detailed information relating to the routing of any order in the six months prior to the request.

Equity Dividend Reinvestment Disclosure. In any "Dividend Reinvestment" transaction, WFBS acted as agent. Further information regarding this transaction will be furnished to a customer upon written request.

Account Transfers: A fee will be charged to customers to transfer their existing WFBS account to another broker/dealer or any other financial institution.

Non Deposit Investments Not Bank or FDIC Insured: WFBS is a subsidiary of Wells Fargo & Company and is not a bank or thrift and is separate from any other affiliated bank or thrift. WFBS is a registered broker/dealer and a member of the NASD. No affiliate of WFBS is responsible for the securities sold by WFBS. Non-deposit investment products recommended, offered or sold by WFBS, including mutual funds, are not federally insured or quaranteed by, or obligations of, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve System or any other agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by, any bank or WFBS; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and investment return to fluctuate, and when the investment is sold. the value may be higher or lower than the amount originally invested.

Mutual Funds: The distributor of Wells Fargo mutual funds is affiliated with WFBS. Mutual funds are sold by prospectus only. Please read the prospectus for further information information about sales charges, deferred sales charges, withdrawal charges, and management or other fees.

Customer Complaints: Customer complaints may be directed to the WFBS Compliance Department by calling 1-800-835-2265 extension 70345 between 8 AM and 5 PM CST or by writing to Compliance Department, Wells Fargo Brokerage Services, LLC, 608 Second Avenue South, N9303-109, Minneapolis, MN 55479.

Statement Ending:

March 31, 2005

500,000.00

Page 3 of 3

**Daily Account Activity** 

03/31/06 03/31/06 Cash Disbursement

Your inves	tment tran	sactions during	this statement peri	od.					
	Settleme	nt /							
Transaction	/ Effective						Principal	Income	Debit / Credit
Trade Date	Date	Activity	CUSIP	Description	Par / Quantity	Price	Amount	Amount	Amount
		ent Activity						······	***************************************
03/31/06	03/31/06	Matured	313589UY7	MATURITY - 313589UY7			500,000.00		500,000.00
Cash A	ctivity								······································
	/ Settleme			Description				Debit Amount /	Credit Amount /

# Portfolio Holdings Your security positions are held at Wells Fargo Brokerage Services, LLC

See important information regarding security pricing on Page 2

CUSIP	Description	Maturity Date	Coupon	Current Par I Original Par	Market Price*	Market Value	Par / Quantity Pledged**	Callable
Bonds								
3133XCC	G6 FED HOME LOAN NOTE	06/30/06	3.750%	500,000.000	99.688	498,440.00		N
	· · · · · · · · · · · · · · · · · · ·			500,000.000		498,440.00	0.00	

\*Prices are provided as a guide to determine portfolio value. Some prices are provided by outside sources and may be approximations. All Certificates of Deposit (CDs) are priced as if held to maturity. Early liquidation may result in a lower value. For more specific values, call your Wells Fargo investment representative.

ACH DIV/INT DISBURSEMENT

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UN#6505040~00009814 74866-0018 41517 04/05/06 P2

<sup>\*\*</sup>Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

# **Trolinger Investments**

Sally Hunter Trolinger Estate County Court Cause No. OOP542 County Clerk Records Volume 401 Beginning Page 621

Various oil, gas and mineral royalty interests were willed to Tom Green County to be used for the Library of Tom Green County.

Only working interest is the Yates Field, which is continuing to produce positive cash flow.

These holdings will be held until such time as the Commissioners' Court deems it prudent to divest said holdings.

An itemized listing of Inventory will be included annually beginning with the January 2004 Treasurer's Report.

# STATE OF TEXAS

### COUNTY OF TOM GREEN

#### RESOLUTION

WHEREAS the 79<sup>th</sup> Texas Legislature is seeking to address the method by which public education is funded during a Special Session beginning April 17, 2006; and

WHEREAS the State of Texas previously retreated from its historic level of funding for public education, thereby requiring local school districts to increase property taxes to fund education; and

WHEREAS 61 percent of the average taxpayer's property tax burden is due to school taxes while only 14 percent is due to county taxes; and

WHEREAS Texas homeowners and businesses need meaningful property tax relief; and

WHEREAS proposed bills to lower the existing appraisal cap from 10% to 3% or 5% are not true solutions to the school property tax problem; and

WHEREAS proposed bills to place harsh revenue caps on county and city governments also are not true solutions to the school property tax problem; and

WHEREAS county government is already struggling to meet the demands of under-funded and unfunded state mandates such as indigent health care, indigent defense and federal mandates such as the Help America Vote Act and the Clean Air Act; and

WHEREAS noted Texas economist Dr. Ray Perryman and The Perryman Group completed a detailed study of appraisal and revenue caps that concluded such caps would have a devastating effect on local governments and the entire state's economy and job outlook; and

WHEREAS the study shows that both types of caps restrict the flexibility of local governments to respond to changing needs, emergency situations and state and federal mandates; and

WHEREAS the study shows caps bear no relation to the legitimate demand for costs of public services provided by local government, such as demographic shifts and industrial development; and

WHEREAS the study shows that appraisal and revenue caps particularly constrain the capacity of high-growth areas to meet service and infrastructure needs; and

WHEREAS the study shows that such caps adversely affect bond rating, thus limiting local governments' ability to meet infrastructure needs while raising the costs for such; and

WHEREAS the study shows that appraisal and revenue caps depress property values; and

WHEREAS the study shows that <u>appraisal caps</u> discourage real estate activity, distort market outcomes, penalize business start-ups, limit long-term economic growth, create systematic inequities among taxpayers, arbitrarily redistribute the tax burden and tend to be regressive with persons in disadvantaged neighborhoods subsidizing those who are more fortunate;

WHEREAS the study shows <u>revenue caps</u> have resulted in substantial increases in state funding of local services in other states that have passed them; and

WHEREAS undermining a property tax system based upon fair market value is questionable public policy and will result in a distorted, inequitable taxation scheme;

NOW THEREFORE, BE IT RESOLVED, that Tom Green County does hereby express its opposition to revenue caps and lowering the current appraisal cap and does hereby urge the 79<sup>th</sup> Legislature to reduce the school property tax burden by again assuming the state's historic share of support for public education.

Passed and approved by the County Co	mmissioners' Court of Tom Green County, Texas, on this the	<u> </u>
day of April, 2006.	Sund /	
	MARDUOUN	
	Michael D. Brown, County Judge	
ROLE Holder	/sull miller	
Ralph Hoelscher, Commissioner Pc	t. 1 Karl Bookter, Commissioner Pct.	2
Star Hed	$\Lambda \iota = \iota$	
Steve Floyd, Commissioner Pct 3	Richard Easingwood, Commission	ner Pct. 4

ATTEST:

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; Ralph E. Hoelscher, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Steve C. Floyd, Commissioners, Pct 3; and Richard S. Easingwood, Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated.

Subscribed and acknowled	dged before me by the said County	Officials, on this the $25$ th day of
April	2006.	Attest: Elizabeth McGill, County Clerk
	A Commence of the second of th	Elizabeth McGill, County Clerk Tom Green County, Texas



# COMMISSIONERS' COURT

# RESOLUTION

SUPPORTING THE INITIATIVES OF THE CITY OF SAN ANGELO TO NOMINATE THE RED ARROYO SHARED USE PATHWAY FOR FUNDING UNDER THE TEXAS STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM

WHEREAS, the Red Arroyo Shared Use Pathway would provide an alternative transportation corridor along with a unique opportunity to link many of San Angelo's transportation routes with a diverse mix of commercial, residential, educational, and recreational land uses; and,

WHEREAS, it is the desire of the City of San Angelo, Tom Green County, Texas, to support the Texas Statewide Transportation Enhancement Program Nomination for the Red Arroyo Shared Use Pathway for the benefit of the citizens of San Angelo, of the County, and the West Texas region; and,

WHEREAS, this Red Arroyo Shared Use Pathway is the desire of the citizens of San Angelo as evidenced by the support of the San Angelo Area Bicycle and Pedestrian Plan; and,

WHEREAS, the San Angelo City Council formally recognized the San Angelo Area Bicycle and Pedestrian Plan as a transportation objective of the City and incorporated it by name into San Angelo's Comprehensive Plan as part of the City's overall transportation planning process; and,

WHEREAS, the San Angelo Area Bicycle and Pedestrian Plan incorporates the Red Arroyo Shared Use Pathway as an integral part of the overall transportation plan; and,

WHEREAS, federal highway enhancement funds are available through the Texas Department of Transportation for eligible projects including "provision of facilities for pedestrians and bicycles"; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF TOM GREEN COUNTY, TEXAS, supports the initiatives of the City Council of San Angelo, Texas to nominate the Red Arroyo Shared Used Pathway project for funding under the Texas Statewide Transportation Enhancement Program.

IN WITNESS THEREOF, passed and approved this 25 day of April, 2006.

Passed and approved by the County Commissioners' Court of Tom Green County, Texas, on this the 25 day of April, 2006

MATOUTUN

Michael D. Brown, County Judge

Commissioner Pct.

Don the Karl Bookter, Commissioner Pct. 2

bsent ichard Easingwood, Commissioner Pct. 4

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; Ralph E. Hoelscher, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Steve C. Floyd, Commissioners, Pct 3; and Richard S. Easingwood, Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated.

187331Y<sup>3</sup>

Subscribed and acknowledged before me by the said County Officials, on this the

4 Pril

"Attest:

Elizabeth McGill, County Clerk

Tom Green County, Texas

# Red Arroyo Shared Use Pathway

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Transportation planning includes addressing the access and mobility needs of bicyclists and pedestrians to travel to work and non-work destinations - including education centers, commerce, entertainment, and recreation - within and in close proximity to neighborhoods. This is part of the overall goal targets set by the U.S. Department of Transportation in April of 1994: (1) to double the percentage of trips made by foot and bicycle in the United States; and (2) to simultaneously reduce the number of injuries and fatalities suffered by bicyclists and pedestrians by ten percent.

Towards this goal a consultant was hired to conduct a Bicycle/Pedestrian Study for the San Angelo Area. A twenty-one panel advisory committee was established to discuss the alternative transportation issues. After extensive public involvement the study was concluded in March 2005. This completed plan provides a strategy for creating an environment where people could choose to bicycle or walk to their destinations and provide recreational opportunities for walking and bicycling to encourage a healthy and active lifestyle. At the November 15, 2005 City Council meeting this plan was formally recognized as a transportation objective of the City and incorporated by name into San Angelo's Comprehensive Plan as part of the City's overall planning process. At the March 7, 2006 City Council meeting the Red Arroyo Shared Use Pathway was selected as the City's nomination to the Texas Statewide Transportation Enhancement Program.

A significant part of the Bicycle/Pedestrian Plan includes the Red Arroyo Shared Use Pathway which would provide connectivity from Sherwood Way to Forest Trail continuing to Knickerbocker Road and then extending to Bryant Boulevard and up to connect to the existing North Concho River Trail for a total length of 7.82 miles.

Based on responses to a Bicycle/Pedestrian survey 52% of respondents said more trails should be constructed along rivers and creeks and 48% said near neighborhoods. This shared use pathway would accomplish both of those ideas. In addition, this pathway incorporates Goal 4 of the Comprehensive Plan Transportation Section with the "Use of alternative modes of transportation" and the Ten Year Action Plan of the San Angelo 2001 Parks, Recreation, and Open Space Master Plan that accentuates Hike and Bike trails along the Red Arroyo corridor.

The preliminary cost estimate of a condensed version of the Red Arroyo project would be a 10 foot-wide sidewalk with lighting, five bridges, restrooms, three parking areas, bike racks, benches, and many other amenities that would span 3.7 miles from Knickerbocker Road to Sherwood Way with a spur to Forest Trail at a cost of \$3.1 million (bicycle/pedestrian map shown below) with a local match needed of \$717,273.



# **RESOLUTION NO. 2006 – 4 – 12 – 2006**

# Tom Green County Water Control Improvement District No. 1

WHEREAS, The Tom Green County Water Control Improvement District No. 1 is part of the Bureau of Reclamation San Angelo Project, and

WHEREAS, The San Angelo Project includes Twin Buttes Reservoir which is the water supply for the Tom Green County Water Control Improvement District No. 1, and

WHEREAS, The City of San Angelo, The Tom Green County Water Control Improvement District No.1, and downstream water users will benefit from Ecosystem Restoration in the Twin Buttes Reservoir

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Tom Green County Water Control Improvement District No. 1 agrees and authorizes that the District Manager has reviewed and supports the proposal submitted and the partners are capable of providing the amount of funding and/or in-kind contributions specified in the funding plan and if selected for a Challenge Grant, the Tom Green County Water Control Improvement District No. 1 will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

PASSED AND APPROVED BY TOM GREEN COUNTY COMMISSIONERS' COURT IN TOM GREEN COUNTY, TEXAS, ON THIS THE  $25^{th}$  DAY OF <u>APRIL</u>, 2006.

Mount

Michael D. Brown, County Judge Karl W. Bookter, Commissioner, Pct. 2 Hbsent Steve C. Floyd, Commissioner, Pct 3 Richard S. Easingwood, Jr., Commissioner, Pct. 4

Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge; Ralph E. Hoelscher, Commissioner, Pct. 1; Karl W. Bookter, Commissioner, Pct. 2; Steve C. Floyd, Commissioners, Pct 3; and Richard S. Easingwood, Commissioner, Pct. 4, Tom Green County, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes, therein expressed and in the capacity therein stated.

Subscribed and acknowledged before me by the said County Officials, on this the

Elizabeth McGill, County Cler Tom Green County, Texas

	For TxDOT Use Only —
☐ Federal Pass Through	Misc. Contract Number: 586XXF5040
Grant Funds CFDA #20.600	Charge Number: 060504A1DT
State Grant Funds	Project Year: N/A
	PIN (14 characters only): <u>17560011847030</u>
TEXAS TRAFFIC SA	AFETY PROGRAM GRANT AGREEMENT
THE STATE OF TEXAS	
THE COUNTY OF TRAVIS	
Department of Transportation, hereinafte	between the State of Texas, acting by and through the Texas er called the Department, and <u>Tom Green County</u> , hereinafter ctive when fully executed by both parties. For the purpose of ated as a(n):
State Agency Unit of Local Government Other (describe):	Non-Profit Organization Educational Institution
AUTHORITY: Texas Transportation C Highway Safety Plan for the following F	Code, Chapter 723, the Traffic Safety Act of 1967, and the iscal Year(s) 2006.
Project Title: <u>STEP - CIOT</u>	
	occupant restraint use in all passenger vehicles and trucks by on enforcement and public information and education effort.
	tive on May 1, 2006, or on the date of final signature of both une 30, 2006 unless terminated or otherwise modified.
Maximum Amount Eligible for Reimb	ursement: \$ <u>10,000</u> .
Attachment A, Mailing Addres  Attachment B, General Terms  Attachment C, Project Descrip  Attachment D, Action Plan (T)  Attachment E, Project Budget	and Conditions (TxDOT Form 1854) tion (TxDOT Form 2076)

VOL. 84 PG. 17a31 of 2 TxDOT Form 2075-CIOT (rev. 3/15/2006)

Project Title: STEP - CIOT

THE SUBGRANTEE

# TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

THE STATE OF TEXAS

Executed for the Executive Director and approved
for the Texas Transportation Commission for the
purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.
Tansportation Commission.
By Millia Mullufy & District Engineer
Texas Department of Transportation
(For local project grants under \$100,000 or for grants of \$100,000 or more that are recommended for approval.)
- Spp. Carry
Date: 4/27/04
Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under \$100,000.)
Date:

Project Title: STEP - CIOT

#### **Mailing Addresses**

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims, and correspondence. (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

Name:	R.Ron Sanders
Title:	Detective 1st Sergeant
Organization:	Tom Green County Sheriff's Office
Address:	222 West Harris
	San Angelo, Texas 76903
Phone:	325-655-8111
Fax:	325-6555393
E-mail:	ron.sanders@co.tom-green.tx.us

Note: Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

For Texas Department of Transportation:

Name: James Whitlock

Title: Traffic Safety Specialist

Organization: Texas Department of Transporation

Address: 4502 Knickerbocker Road

San Angelo, Texas 76904

Phone: 325-947-9271

Fax: 325-947-9292

E-mail: jwhitlo@dot.state.tx.us

Project Title: <u>STEP - CIOT</u> Subgrantee: <u>Tom Green County</u>

# Texas Traffic Safety Program GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

# ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

# ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

Project Title: <u>STEP - CIOT</u> Subgrantee: <u>Tom Green County</u>

- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

## ARTICLE 3. COMPENSATION

A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project

Project Title: <u>STEP - CIOT</u> Subgrantee: <u>Tom Green County</u>

Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants only: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "Pl&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "Pl&E Activities." The TxDOT amount for Subcategory B, "Pl&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

Project Title: <u>STEP - CIOT</u>
Subgrantee: <u>Tom Green County</u>

- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
  - A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

# ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

# ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

# ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the

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TxDOT Form 1854 (rev. 3/15/2006)

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Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

# ARTICLE 7. REPORTING AND MONITORING

The Subgrantee must complete and submit the Final Performance Report and Administrative Evaluation Report to the Department via the Buckle Up Texas website (<a href="www.buckleuptexas.com">www.buckleuptexas.com</a>) no later than twenty (20) days from the end of the enforcement period (June 4, 2006). The due date for the Final Performance Report and Administrative Evaluation Report is June 24, 2006. The Subgrantee shall submit the Final Performance Report and Administrative Evaluation Report electronically using forms approved by the Department that are provided on the website.

The Final Performance Report and Administrative Evaluation Report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

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#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

#### ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

## ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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#### ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- · This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

# ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

# ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

# ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business

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lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

## ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

## ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

## ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

Project Title: <u>STEP - CIOT</u> Subgrantee: <u>Tom Green County</u>

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

## ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

# ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

## ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

Project Title: <u>STEP - CIOT</u> Subgrantee: <u>Tom Green County</u>

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

# ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

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Subgrantee: <u>Tom Green County</u>

# ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  - 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

## ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at: <a href="http://www.dot.state.tx.us/cso/default.htm">http://www.dot.state.tx.us/cso/default.htm</a>.

Project Title: STEP - CIOT

Name of Subgrantee: Tom Green County

# **Traffic Safety Project Description**

# I. OBJECTIVES & PERFORMANCE MEASURES

The Objectives of this grant are to accomplish the following by June 30, 2006:

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

	Objectives/Performance Measures	Number
A.	Number and type citations to be <b>issued under STEP</b>	
	1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) mobilization.	746
	2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT mobilization.	76
B.	Number of STEP - CIOT enforcement hours worked	317.15
C.	Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT mobilization, between pre & post survey results, by at least the following percentage points	2
D.	Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
	1. Submit the Final Performance Report and Administrative Evaluation Report.	1
	2. Submit the following number of Requests for Reimbursement	1
E.	Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
	1. Conduct a minimum of one (1) presentation for the Memorial Day Holiday CIOT mobilization.	1
	2. Conduct a minimum of two (2) media exposures for the Memorial Day Holiday CIOT mobilization (e.g., news conferences, news releases and interviews).	2
	3. Conduct a minimum of one (1) community event.	1
	4. Obtain and distribute the following number of public information and education materials.	1000

# Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

Traffic Safety Project Description 8.4 PG. Page 1888

### RESPONSIBILITIES OF THE SUBGRANTEE:

- Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- The Objectives/Performance Measures shall be included in the Final Performance Report and B. Administrative Evaluation Report.
- Submit all required reports to the Department fully completed with the most current C. information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B.
- D. Complete and submit a Final Performance Report and Administrative Evaluation Report electronically on the Buckle Up Texas website (www.buckleuptexas.com) no later than twenty (20) days after the end of the enforcement period. The due date for this report is June 24, 2006. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- E. A Final Request for Reimbursement (RFR) must be submitted no later than forty-five (45) days after the end of the grant period. The due date for the Final Request for Reimbursement is August 14, 2006. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- F. Attend meetings according to the following:
  - The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
  - The project director or other qualified person will be available to represent the Subgrantee 2. at meetings requested by the Department.
- When applicable, all newly developed public information and education (PI&E) materials must G. be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.
- No out of state travel is allowed under this grant agreement. H.
- Maintain verification that all expenses, including wages or salaries, for which reimbursement is I. requested is for work exclusively related to this project.
- Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting J. refers to the use of federal funds to support personnel or any activity already supported by local
- K. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- Carry out the objectives of this grant by implementing the Operational Plan. L.
- Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.
- N. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department (TxDOT) prior to the costs being incurred.

- O. Support grants enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- P. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found on the Buckle Up Texas Website (www.buckleuptexas.com). The pre and post-observational surveys for the cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will be conducted by the Texas Transportation Institute (TTI).

### III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. Review of periodic reports
  - 2. Physical inspection of project records
  - 3. Telephone conversations
  - 4. E-mails and letters
  - 5. Meetings
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D, the Traffic Safety Project Budget, Attachment E and attainment of project objectives.



### ACTION PLAN FY 2006

PROJECT TITLE: STEP - CIOT	KEY:
ODDO FOR THE TOTAL COUNTY	p = planned activity
OBJECTIVE: To complete administrative and general grant requirements by <u>06/30/2006</u> , as defined below:	c = completed activity r = revised

								PRC	JEC	TMC	NTH	1				
ACTIVITY		RESPONSIBLE	ОС	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1.	Submit letter regarding signature authority.	Subgrantee								Р						
2.	Submit operational cost per vehicle mile (If applicable).	Subgrantee								Р						
3.	Hold Grant delivery meeting.	Department								Р						
4.	Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee									Р					
5.	Submit Request(s) for Reimbursement.	Subgrantee											P			
6.	Conduct Monitoring.	Department								P	P					
7.	Conduct Surveys	Subgrantee								Р	P					
8.	Conduct Enforcement	Subgrantee								P	Р					

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Attachment D



### ACTION PLAN FY 2006

PROJECT TITLE: STEP - CIOT	KEY:
	p = planned activity
<b>OBJECTIVE:</b> To support grant efforts with a public information and education (PI&E) program by <u>06/30/2006</u> , as	c = completed activity r = revised
defined below:	

Mo	odify these activities as appropriate:		PROJECT MONTH													
ACTIVITY		RESPONSIBLE	OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	oc	NO
1.	Determine types of materials needed.	Subgrantee								Р						
2.	Distribute materials.	Subgrantee								Р	Р					
3.	Maintain records of all PI & E material received/distributed.	Subgrantee								Р	Р					
4.	Conduct presentation.	Subgrantee								Р						
5.	Conduct media exposures (e.g., news conferences, news releases, and interviews)	Subgrantee								Р	Р					
6.	Conduct community events (e.g., health fairs, booths).	Subgrantee								Р						

To add another row to table, press TAB at end of row.

Attachment E



\* \* \* \* \*

### **Traffic Safety Project Budget**

Form 2077-ciot (rev. 3/21/2006) Page 1 of 2

(for Law Enforcement Projects)

Project Title: STEP - CIOT Name of Subgrantee: Tom Green County Fiscal Year: 2006 (Round figures to nearest dollar) Cbeck here if this is a revised budget. Other/ Date Revised: \_\_ TxDOT State/Local Budget Category I - Labor Costs (100) Salaries Overtime or Regular Time Salary rates are estimated for budget purposes only. Reimbursements will be based on actual costs per employee in accordance with Subgrantee's payroll policy and salary rate. List details: A. Enforcement (overtime) 1. Officers/Deputies: 267.15 hrs. @ \$20.00 per hr. 5,343 5,343 2. Sergeants: <u>50.00</u> hrs. @ \$<u>20.00</u> per hr. 1,000 1,000 3. Lieutenants/Other: \_\_\_\_ hrs. @ \$\_\_\_ B. PI&E Activities (overtime) See Grant Instructions. 10.00 hrs. @ \$20.00 per hr. 200 C. Other (i.e., overtime staff, supervisory support, conducting surveys) See Grant Instructions. Specify: surveys, performance reporting RFR, dispatch 40.00 hrs. @ \$20.00 per hr. 800 800 7,343 7,343 (200) Fringe Benefits\* Specify fringe rates: A. Overtime: 14.82% B. Part-Time: \_\_\_ 0 C. Regular Time: 0 Total Fringe Benefits..... 1,089 1,089 I. Totai Labor Costs (100 + 200) ...... 8,432 0\_ 8,432

<sup>\*</sup> Budget Detail Required: As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

### Attachment E

TxDOT Form 2077-ciot (rev. 3/21/2006) Page 2 of 2

Project Title: STEP - CIOT Subgrantee: Tom Green County

Fiscal Year: <u>2006</u>	(Round fi	gures to nearest	dollar)
Check here if this is a revised budget.	(	Other/	<b></b>
Date Revised:	<u>TxDOT</u>	State/Local	TOTAL_
Budget Category II - Other Direct Costs			
(300) Travel* Reimbursements will be in accordance with Subgrantee's travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.			
A. Travel and Per Diem (includes conferences, training workshops, and other non-enforcement travel)			0
B. Subgrantee Enforcement Vehicle Mileage: Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the applicable state mileage reimbursement rate as established by the Legislature in the travel provisions of the General Appropriations Act. Documentation of cost per mile is required prior to reimbursement.	1 560		
3,734.00 miles @ \$ <u>0.4200</u> per mile	1,568 1,568	0	1,568
	1,500		1,568
(400) Equipment*			0
(500) Supplies*			0
(600) Contractual Services*			0
(700) Other Miscellaneous*  A. Registration fees (training, workshops, conferences, etc.)			0 0
Total Other Miscellaneous	0		
II. Total Other Direct Costs (300 + 400 + 500 + 600 + 700)	1,568	0	1,568
Budget Category III – Indirect Costs			
(800) Indirect Cost Rate* (at%)			0
Summary:			
Total Labor Costs	8,432	0	8,432
Total Other Direct Costs	1,568	0	1,568
Total Indirect Costs	<u>.</u>	0	0
Grand Total (I+II+III)	10,000	0	10,000
Fund Sources (Percent Share)	100.00%	0.00%	<del>-</del>

<sup>\*</sup> Budget Detail Required: As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

### TRAFFIC SAFETY OPERATIONAL PLAN

FY06 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	Enforcement Period
Occupant Protection     Jurisdiction wide     (Daylight hours)	Memorial Day Holiday May 22 – June 4, 2006

FY 06 Memorial Day Holiday CIOT STEP Schedule							
Pre-surveys	Pre-Media Campaign	Enforcement Blitz	Post-surveys	Post-Media Campaign			
From date of grant execution through May 7th	May 8 - May 21	May 22 - June 4	June 5 - June 11	June 12 – June17			

### **Description of Activities**

Pre-Surveys (From date of grant execution through May 7th)

Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at <a href="https://www.buckleuptexas.com">www.buckleuptexas.com</a>. Click on the "Survey Worksheet and Tools" link.

### Pre-Media Campaign (5/8 – 5/21)

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT.

CIOT 03/15/06 Operational Plan 84 PG. 195

VOL.

Note: The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting presurvey and pre-media activities at a later date. These activities must occur prior to enforcement activities beginning.

### Enforcement Blitz (5/22-6/4)

Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

### **Post-surveys** (6/5 - 6/11)

Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at <a href="https://www.buckleuptexas.com">www.buckleuptexas.com</a>. Click on the "Survey Worksheet and Tools" link.

### **Post-media Campaign** (6/12 – 6/17)

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

Note: The Post-media Campaign may begin immediately after the post observational surveys are conducted.



### Concho Valley Rape Crisis Center, Inc.

Formerly Assault Victim Services

### **PROCLAMATION**

WHEREAS, sexual violence is a devastating and intolerable crime, affecting men, women, and children of all races, ages, cultures, economic situations, and abilities;

WHEREAS, sexual violence is a major social problem in homes, schools, and communities across Tom Green County, Texas, resulting in countless physical, mental, and other health consequences; and

WHEREAS, sexual violence seriously affects our youth, with one out of every three girls and one out of every six boys being sexually abused before the age of 18; and

WHEREAS, rape remains the most underreported crime in the United States; and

WHEREAS, the San Angelo Police Department responded to 125 sexual violence calls in 2005; and

WHEREAS, the Concho Valley Rape Crisis Center, Inc. and Tom Green County, in conjunction with other organizations nationwide, designates the month of April as an additional opportunity to promote awareness and prevention of sexual violence; and

WHEREAS, the Concho Valley Rape Crisis Center, Inc. promotes services for survivors of sexual violence through provider trainings, counseling, and support services; outreach services in schools and communities throughout the Concho Valley; and

WHEREAS, the Concho Valley Rape Crisis Center, Inc. is committed to eliminating sexual violence through education and community action across the Concho Valley and promoting equality, safety, and respect among all individuals; therefore be it

RESOLVED, that I, Michael D. Brown, Tom Green County Judge; Ralph E. Hoelscher, Karl Bookter, Steve Floyd, Richard S. Easingwood Jr., Tom Green County Commissioners, do hereby proclaim April 2006, Sexual Assault Awareness Month in Tom Green County, and urge all citizens of Tom Green County to participate fully in activities and events to observe Sexual Assault Awareness Month.

Michael D. Brown, Judge

Karl Booktor Pot 2

Richard S. Easingwood Jr., Pct. 4

Ralph E. Hoelscher, Pct. 1

Stove Floyd Pct 3

315 Koberlin & San Angelo, Texas 76903-3611 & Phone (325) 655-2000 & Fax (325) 655-6439 & www.cv-rcc.or

VOL. 84 PG. 197



### ATTORNEY GENERAL OF TEXAS GREG ABBOTT

April 17, 2006

The Honorable Michael Brown Tom Green County Judge 122 West Harris Avenue San Angelo, Texas 76903

Dear Judge Brown:

On behalf of the Attorney General (OAG), we are pleased to provide Texas VINE funds to Tom Green County for the purpose or allowing you to continue participating in this worthwhile statewide program through August 31, 2006. VINE provides an invaluable safety net for crime victims and an important communication tool for criminal justice professionals.

Enclosed you will find three original copies of the First Amended Annual Maintenance Grant Contracts for Fiscal Year 2006 for Grant Contract 06-04522.

Judge, it is important to note that the OAG previously funded six months of the State's 2006 fiscal year (September 1, 2005 to February 28, 2006). The attached amendment increases the amount made available for the VINE service from \$12,940 to \$25,880. The R-01 attached to the amendment clarifies the exact time frame and funds that are to be amended to Grant Contract 06-04522.

Appriss, the certified vendor, may have already sent you an invoice to the time frame cited. It is important that you refrain from paying that invoice until you have received an original copy signed by the Office of the Texas Attorney General.

All three of the aforementioned original documents must be returned to us in a complete package. The Courts timely attention to this matter of mutual concern will be appreciated. Upon OAG approval, an executed copy of the contract will be returned to you along with instructions on the proper billing process.

Thank you for your support of Texas VINE. If you have any questions, please contact Dr. Gary Walker at 512-936-1236 or by e-mail at gary.walker@oag.state.tx.us.

Sincerely.

Herman Millholland, Director Crime Victim Services Division

Enclosures (3)

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# Texas VINE First Amended Annual Maintenance GRANT CONTRACT Fiscal Year 2006

### **Tom Green County**

### FIRST AMENDED GRANT CONTRACT FISCAL YEAR 2006

THIS FIRST FISCAL YEAR 2006 AMENDED GRANT CONTRACT, including all Exhibits and Schedules attached hereto and incorporated herein by reference (the Agreement) is made and entered into by and between Tom Green County, Texas hereinafter referred to as 'COUNTY' and the Office of the Attorney General of Texas (OAG). COUNTY and the OAG may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

### INDUCEMENTS

Whereas, on or about 1/12/2006, the OAG and the COUNTY agreed to and executed that certain *Texas VINE Annual Maintenance Grant Contract* identified as OAG Contract No. 06-04522 hereinafter the "Original Contract."

Whereas, the OAG and COUNTY desire to amend and or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter.

Whereas, the OAG and the COUNTY intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this First Amended Grant Contract and the remaining unchanged provisions of the Original Contract

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows:

### SECTION 1. AMENDMENTS/MODIFICATIONS

- 1.1 Amendment to Subsection 4.1 Maximum Liability of the OAG.

  The OAG and COUNTY agree to amend the Original Contract by replacing subsection 4.1
- Maximum Liability of the OAG in the Original Contract by replacing subsection 4.1

  Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and

timely performance of all its duties, responsibilities, obligations, liability, and for

reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY and NO/100 DOLLARS (\$25,880) for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

Page 1

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### 1.2 Amendment to Subsection 6.1 Initial Term

The OAG and COUNTY agree to amend the Original Contract by replacing subsection 6.1 Initial Term in the Original Contract with the following subsection:

6.1 Initial Term. This term of this Agreement shall commence on the final approval, execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate on August 31, 2006. The R-01 attached to this amendment describes the period of services funded under this First Amended Grant Contract. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Initial Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

### **SECTION 2. ENTIRE AGREEMENT**

The entire agreement between the OAG and the COUNTY consists of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this *First Amended Grant Contract* and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General	Tom Green County, Texas
	SM Suoan
Donald Clemmer	By: Michael Brown
Deputy Attorney General for Criminal Justice	County Judge
Date:	Date: 4-25-06

Page 2

## Exhibit R-01 FY06 First Amended Grant Maintenance Automated Victim Notification Services Tom Green County March 1, 2006 to August 31, 2006

Category: Large<sup>271</sup>:

Subject to the terms and conditions included in the Agreement, this **Exhibit R-01 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

### Maintenance Amount.

Customer shall pay the certified vendor a maintenance amount for continuing service determined as follows.

Standard Amount <sup>272</sup>	Discount Rate <sup>273</sup>	Discount Amount	Total Annual	# Months to 8/31/06	Total Renewal:	
\$32,350	20%	\$6,470	\$25,880	6	\$12,940	

### Services After Termination.

Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

### DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

Exhibit R-01 FY06 Maintenance Renewal - 4/11/2006

<sup>271</sup> based on the size category of the county listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

<sup>272</sup> based on the size category of the county and the related price listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

<sup>273</sup> based on the number of counties participating as defined in Service Price: IV. Discounts for Annual Service of the Vendor Certification



# Texas VINE First Amended Annual Maintenance GRANT CONTRACT Fiscal Year 2006

### **Tom Green County**

### FIRST AMENDED GRANT CONTRACT FISCAL YEAR 2006

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### **INDUCEMENTS**

Whereas, on or about 1/12/2006, the OAG and the COUNTY agreed to and executed that certain *Texas VINE Annual Maintenance Grant Contract* identified as OAG Contract No. 06-04522 hereinafter the "Original Contract."

Whereas, the OAG and COUNTY desire to amend and or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter.

Whereas, the OAG and the COUNTY intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this First Amended Grant Contract and the remaining unchanged provisions of the Original Contract.

**NOW, THEREFORE**, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows:

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  The OAG and COUNTY agree to amend the Original Contract by replacing subsection 4.1

  Maximum Liability of the OAG in the Original Contract with the following subsection:
  - 4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY and NO/100 DOLLARS (\$25,880) for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

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IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General	Tom Green County, Texas
	Snekwan
Donald Clemmer	By: Michael Brown
Deputy Attorney General for Criminal Justice	County Judge
Date:	Date: 4-25-06

Page 2

## Exhibit R-01 FY06 First Amended Grant Maintenance Automated Victim Notification Services Tom Green County March 1, 2006 to August 31, 2006

Category: Large<sup>271</sup>:

Subject to the terms and conditions included in the Agreement, this **Exhibit R-01 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

### Maintenance Amount.

Customer shall pay the certified vendor a maintenance amount for continuing service determined as follows.

Standard	Discount	Discount	Total Annual	# Months to	Total
Amount <sup>272</sup>	Rate <sup>273</sup>	Amount		8/31/06	Renewal:
\$32,350	20%	\$6,470	\$25,880	6	\$12,940

### Services After Termination.

Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

### DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

### Exhibit R-01 FY06 Maintenance Renewal - 4/11/2006

<sup>271</sup> based on the size category of the county listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

based on the size category of the county and the related price listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

based on the number of counties participating as defined in Service Price: IV. Discounts for Annual Service of the Vendor Certification



# Texas VINE First Amended Annual Maintenance GRANT CONTRACT Fiscal Year 2006

### **Tom Green County**

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  The OAG and COUNTY agree to amend the Original Contract by replacing subsection 4.1
- The OAG and COUNTY agree to amend the Original Contract by replacing subsection 4.3 Maximum Liability of the OAG in the Original Contract with the following subsection:
  - 4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance herein shall not exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY and NO/100 DOLLARS (\$25,880) for the Term of this Agreement. The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

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IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

Office of the Attorney General	Tom Green County, Texas
•	JA Louin
Donald Clemmer	By: Michael Brown
Deputy Attorney General for Criminal Justice	County Judge
Date:	Date: 4-25-06

Page 2

## Exhibit R-01 FY06 First Amended Grant Maintenance Automated Victim Notification Services Tom Green County March 1, 2006 to August 31, 2006

Category: Large<sup>271</sup>:

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Standard	Discount	Discount	Total Annual	# Months to	Total
Amount <sup>272</sup>	Rate <sup>273</sup>	Amount		8/31/06	Renewal:
\$32,350	20%	\$6,470	\$25,880	6	\$12,940

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### DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

### Exhibit R-01 FY06 Maintenance Renewal - 4/11/2006

<sup>271</sup> based on the size category of the county listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

based on the size category of the county and the related price listed in Service Price: I. County Standard Pricing Guide of the Vendor Certification

based on the number of counties participating as defined in Service Price: IV. Discounts for Annual Service of the Vendor Certification



J/m #21

March 21, 2006

Tom Green County – Commissioner's Court The Honorable Mike Brown 113 W. Beauregaurd San Angelo, TX 76903

Re: Carlsbad Loop West Road Bore

Dear Judge Brown,

Trek Resources, Inc. is a bonded operator of oil and gas wells in the State of Texas. Beginning in late May or early June of this year, Trek plans to drill an oil and gas well, also known as the Collyns Ranch #1, in Tom Green County, Texas. When drilling operations commence, Trek will need access to a nearby fresh water well located on the Burma Loop near the townsite of Carlsbad. This water well is owned by Gaylon Weiershausen who may be contacted at P.O. Box 368, Carlsbad, TX 76902.

In order to gain access to the water well, Trek is employing Darnell and Dixon of San Angelo to install a road bore underneath Carlsbad Loop West, near the intersection of the Burma Road. A 3" polypipe fresh water line will run from the water well along Carlsbad Loop West, through the underground road bore, and will continue along Burma Road to William Wayne and Jeriann Cox's property. The Cox's may be contacted at PO Box 67, Carlsbad, TX 76934.

Should you have any questions or need any additional information, please do not hesitate to contact Angie Amyx at 214-382-3227.

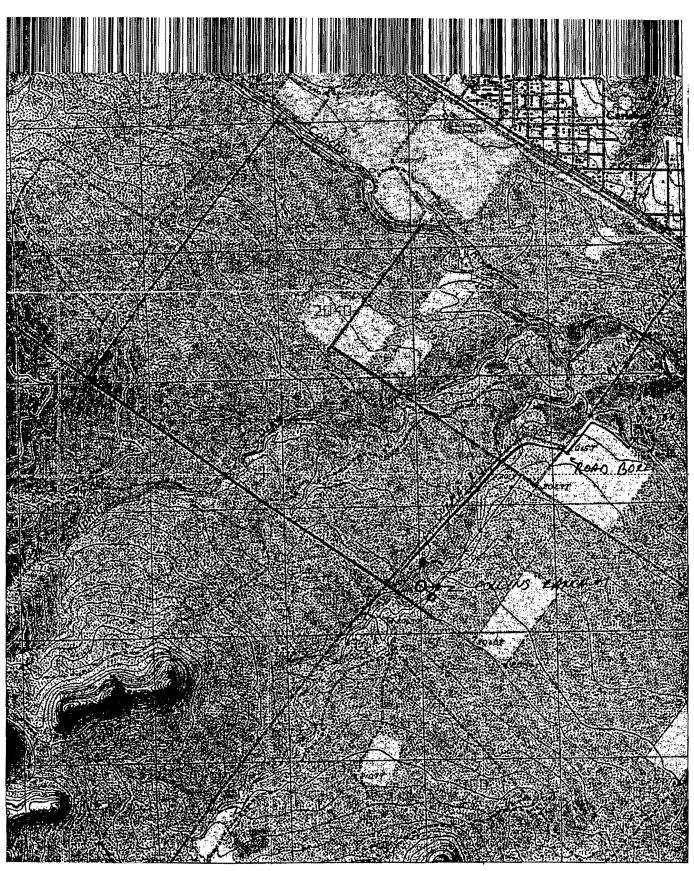
Sincerely,

Conrad Mirochna VP of Operations

Cc: Jimmy Dixon Darnell & Dixon

VOL. 84 PG. 211

955 ONE ENERGY SQUARE 4925 GREENVILLE AVE. DALLAS, TEXAS 75206 OFFICE: 214-265-1161 TOLL-FREE: 877-859-8669 FAX: 214-373-8035



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MILLERSVIEWDOOLE USC

PAGE 02

MILLERSVIEW - DOOLE

WATER SUPPLY CORPORATION

P.O. Box 130 Millersview, Texas 76862

325-483-5438 - Phone

325-483-5462 - Fax

April 19, 2006

Honorable Judge Brown Commissioner Karl Bookter, Precinct #2 Commissioners Court 122 W Harris San Angelo, TX 76903

ROUTE TO:
Comm Pct 1
Comm Pct 2
Comm Pct 3
Comm Pct 4
kitmin 3.

Dear Commissioners Court:

Millersview-Doole Water Supply Corporation is requesting to meet with the County Commissioners at the next Commissioners Court Scheduled for April 25<sup>th</sup>, 2006. The purpose of this request is to discuss road bores on Robbie Jones Road to service customers with water meters.

Enclosed is a map with measurements of the road and names of landowners in the vicinity

Thank you,

Sincerely.

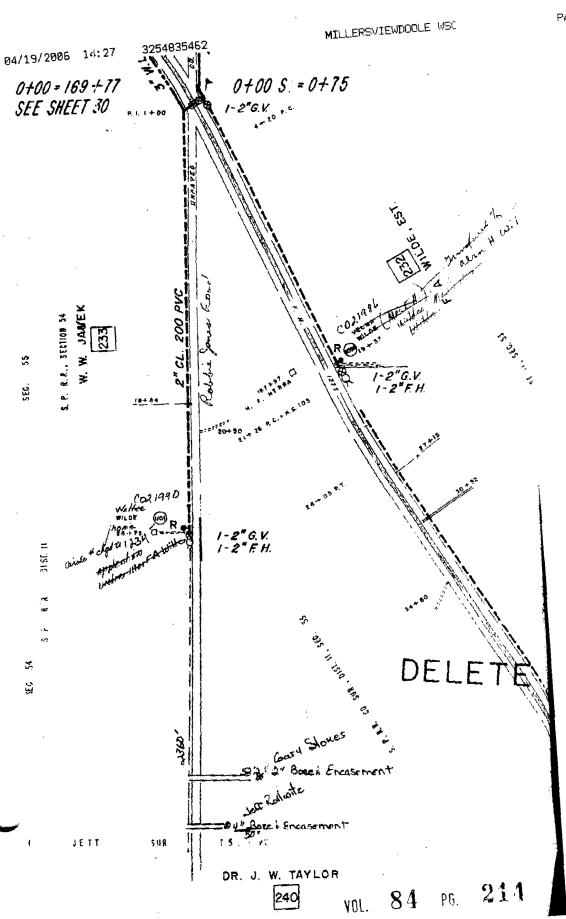
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Easement Acquisition

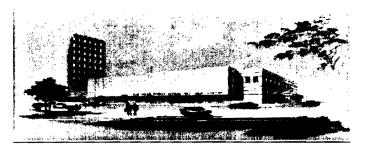
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# Tom Green County Library Strategic Plan 2006-2012

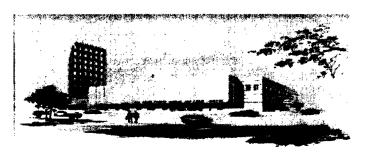


The Tom Green County Library, Edd B. Keyes Building

"The vision for the Tom Green County Library is to provide up-to-date facilities and services for the foreseeable future that are environmentally pleasing, user-friendly and a source of intellectual stimulation and pride for the entire community."

"The Tom Green County Library is on a mission to provide the tools and resources that will afford each resident of the County the opportunity to succeed in a quest for knowledge, information, and personal enrichment."

# Tom Green County Library Strategic Plan 2006 -2012 Part 1: Summary Report



The Tom Green County Library, Edd B. Keyes Building

"The vision for the Tom Green County Library is to provide up-to-date facilities and services for the foreseeable future that are environmentally pleasing, user-friendly and a source of intellectual stimulation and pride for the entire community."

"The Tom Green County Library is on a mission to provide the tools and resources that will afford each resident of the County the opportunity to succeed in a quest for knowledge, information, and personal enrichment."

### Letter of Transmittal

February 27, 2006

Mr. Larry D. Justiss Library Director 113 West Beauregard Avenue San Angelo, Texas 76903

Dear Larry:

We are pleased to transmit the Strategic Plan for the Tom Green County Library. The events and activities that have led to this milestone have been exciting and productive. Early in the process, we recognized the enthusiasm of the community for the library and the professional pride that the library staff takes in serving the community. These attitudes have made development of this Strategic Plan document a source of pleasure for us.

The Strategic Plan document is presented in two parts. Part One relates Library history and then offers statements of vision, mission and values. These statements are the foundation for the programs and actions detailed in Part Two of the Strategic Plan. Part Two contains objectives, desired outcomes and strategies necessary for taking full advantage of the opportunities that Tom Green County has to significantly expand its library service.

In presenting this plan, we wish to recognize and to express our thanks to those community leaders who have contributed so much of their energy and prestige to guarantee the success of this expansion effort. We wish especially to thank County Judge Mike Brown, San Angelo Councilwoman Jamie Rainey, County Commissioner Ralph Hoelscher, San Angelo Museum of Art Director Howard Taylor and philanthropists Steve and Pollyanna Stephens. We would be remiss if we did not acknowledge your invaluable assistance and the staff of the library.

Any program for major expansion of a community service such as this carries with it implied changes in existing functions and suggested needs for new functions. We have made every effort to identify these changes and needs and to address them in the Strategic Plan. Additional documents as outlined in the Contract for Services will focus on specific aspects of library expansion and service and technology improvements.

Finally, we wish to express our enthusiasm as participants in this effort that will be of lasting benefit for Tom Green County and its citizens. The excitement felt for this program of library improvements is palpable throughout the community. With such support and enthusiasm, the community will have a top-notch cultural and educational facility and a source of pride. Congratulations!

Sincerely,

Darrell Noe President David Price Vice President

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## INTRODUCTION AND HISTORY OF TOM GREEN COUNTY LIBRARY

### INTRODUCTION

The Tom Green County Library is distinguished by its history, its commitment to service, and its record of library innovation.

The Tom Green County Library Strategic Plan identifies and supports new directions for the expertise and energy of San Angelo and Tom Green County leaders, community participants interested in the future of the library system, and the director and staff of the Tom Green County Library. The Strategic Plan continues and reinforces Library traditions, local efforts for facility expansion, and provides suggested innovations for technology and community-based library services. The actions laid out through this planning effort are for specific steps needed to implement a new vision and mission for the library system. For these reasons, the Tom Green County Library Strategic Plan is an extremely important roadmap for providing excellent Library facilities and programs.

In midyear 2005, the County Librarian, Larry Justiss, and members of the San Angelo City Council and the Commissioner's Court of Tom Green County authorized a cooperative agreement to convert the vacant 85,000 square foot Hemphill-Wells Building in downtown San Angelo (approximately one block from the present Central Library) into a new Central Library. Both the vision and cooperation reflected in this agreement were extraordinary.

In an early organizational meeting, City Council members Jamie Rainey and Dwain Morrison joined with County Commissioners Ralph Hoelscher and Steve Floyd to support feasibility for converting the vacant building to a new Central Library. After an architectural study proved the idea to be feasible, the City Council and Commissioner's Court jointly voted formal support for the project. The City of San Angelo would provide a 99 year lease to Tom Green County for use as a Central Library, and the County Commissioners would provide funds to start the development of the project. An immediate community-based fund-raising program was initiated. This fund-raising effort is co-chaired by Steve and Pollyanna Stephens, two prominent residents of San Angelo. The fund-raising program is named Beacon to the Future. By early 2006, the fund-raising effort has successfully attracted approximately one-half of the \$16.4 million dollar goal.

Concurrently, Averus Corporation was hired by Tom Green County as library consultants in the effort to develop this strategic plan, to prepare a library building program for the conversion of the Hemphill-Wells Building, to coordinate the selection of an architect for the project, to write a technology plan, to review financial requirements, and generally to review progress and efforts on the project.

In undertaking this strategic planning effort, it is crucial to recognize that the Tom Green County Library is a significant public library in Central West Texas. Its leadership in library technology and its collection development over the years have produced a collection of over 320,000 items in print and media formats. Circulation of items has reached a total over 575,000 items per year. Patron visits exceed 430,000 per year. Information requests exceed 102,000 questions per year, and children's circulation exceeds 130,000 items per year. Operating with an annual budget that exceeds one million dollars, the Tom Green County Library is a vibrant and active public library system.

The Tom Green County Library will lead by serving. Roots are firmly planted in service. As the library takes steps to expand and to innovate, it will continue to serve citizens and to foster the learning environment through community-based library services. No person or organization can meet all the needs that can be identified. Strategic decisions must be made. The keys to a successful outcome of this strategic planning process are a clear focus and willingness to make the hard choices that the Tom Green County Commissioners, the Library Board, the Library Director, Friends of the Library, and the citizens of San Angelo and Tom Green County must make in the future development of the library system.

The success of this effort will be the development of an outstanding library service organization. That organization and its services will prove a catalyst in San Angelo's downtown development, an innovator in information technologies, a leader in childhood reading development, a new community center, and an exciting place for learning and enjoying all the benefits of knowledge and information in today's heavily inter-linked world.

The winners in this strategic planning effort are and will continue to be the people of Tom Green County.

### **HISTORY OF TOM GREEN COUNTY LIBRARY\***

The first movement for a public library in San Angelo began in 1902 with the organization of the San Angelo Woman's Club. By 1904, members of this club had collected 500 volumes of history, biography and reference. The books were housed in the rear of the old Wingfield Drug Store which was destroyed by fire only a few years later.

On January 15, 1921, Mrs. W. M. Whitfield and Mrs. E. S. Noble presented a proposal to County Judge Charlie Paul for a county library. The second public library was opened on May 18, 1921, stocked with 325 donated volumes. It was located on the second floor of the First National Bank Building. Volunteers operated the library and kept it open two days a week.

The Woman's Club —— believing that all parts of Tom Green County should receive the benefits to be derived from books —— conceived the idea of a county federation of women's clubs, which would help to crystallize public opinion in favor of the library movement. The organization of the Tom Green County Federation of Women's Clubs was completed March 25, 1925, and was termed "the direct cause of the Tom Green County Library coming into being."

Pressed by Tom Green County Federation of Women's Clubs, the county commissioners provided space in the basement of the new courthouse when it was completed in October of 1928.

Miss Doris Wood arrived May 1, 1929, as county librarian. She classified and catalogued 3,547 volumes, or \$7,800.00 worth of books, and the library formally opened September 3, 1929.

During 1929, four rural book stations were established, one at Mereta, Tankersley, Knickerbocker and Veribest. In 1930, Christoval, Wall and Water Valley were added to the schedule. A station in the school at Grape Creek opened in 1931, and the Dunbar Branch was established in 1933. Makeshift bookmobile service was extended to 16 rural schools in 1935 by using a county car.

Ground was broken in formal ceremonies in December 1937 for the new Tom Green County Library Building —— the building now housing the Health Department. Mrs. Sol Mayer, who gave \$36,000.00 to finance the construction, turned the first spade of soil on the lot east of the City Hall. When the library opened its doors in 1938, it had a book collection of 15,406 volumes and was designed to house approximately 30,000 volumes.

Library supporters began calling for installation of a bookmobile service as soon as the new library was dedicated. In October of 1939, a commercial trailer was purchased and equipped as a traveling library. The trailer was a gift of the Massie Foundation, costing \$850.00. The county purchased a 1940 Dodge coupe to be used in pulling this unit. The Massie Memorial Traveling Library made its initial run in November 1939. On February 17, 1947, a new bookmobile —— a large, panel—type truck ——arrived in San Angelo equipped to carry 3,000 books. Total cost for purchase of the bookmobile was \$3,381.96. Some \$2,000.00 was supplied by Massie Memorial Fund and \$1,000.00 by an anonymous donor. The old bookmobile was sold for \$750.00. Groundbreaking ceremonies for the new \$73,500.00 children's wing of the library were held August 15, 1956. Mr. Sol Mayer donated \$63,500.00 for construction of the wing. The two—story building opened May 9, 1957, and almost doubled the floor space of the

library. It housed the children's department, an auditorium with a seating capacity of 275, and a staff—room with kitchen.

A new Gerstenslager Bookmobile was put into operation on May 9, 1969. It has a capacity of 6,000 books, more than double the amount of the old bookmobile. The bookmobile makes regular stops in the city and throughout the county, carrying both adult and juvenile books and materials. The new unit cost \$22,882.00, and the Tom Green County Commissioners Court provided funds for purchase.

On May 12, 1972, the Angelo West Branch of the Tom Green County Library was opened. County Judge Edd B. Keyes signed the contract for rental of the building at K—Mart Plaza to house the branch. The branch housed some 13,182 volumes and circulated over 73,000 volumes in 1975.

The Dunbar Branch moved to a new location in August of 1975. This branch, named the North Angelo Branch, was purchased for \$57,000.00. The building is a brick structure containing 4,200 square feet, and is located at 3001 North Chadbourne. Around 19,000 volumes of magazines, newspapers, books and large print books are housed at this facility.

By 1979 the Central Library had been in its building 41 years and had run out of space. When the Sears Roebuck Department store moved from downtown to the new Sunset Mall that year, the county purchased the three-story building for use as a library and County office facility.

Appropriate renovations were made and the library moved into its new quarters on the main floor of the Judge Edd B. Keyes Building at 113 West Beauregard in April 1981. The former library building was traded to the city in exchange for rural ambulance and fire service, and currently houses the Public Health Department.

When Angelo West Branch outgrew its rented quarters in the K-Mart Shopping Plaza, the Friends of the Tom Green County Library raised funds to build a new building at a city-owned site at College Hills Boulevard and Vista del Arroyo. The branch opened in its spacious new quarters in January 1983. The usage of the branch continued to increase and, in 1991, the building was expanded, using funds raised by the Friends. It now houses over 48,000 volumes.

The Tom Green County Library System currently owns 320,080 volumes of which 251,575 volumes are housed in the Main Library. The system circulated over 577,324 volumes in 2005 and this circulation is continuing to grow.

Keeping up with technology, the library system has had an automated catalog since 1992, and it also provides free access to the Internet at all three library locations. Library Director Larry Justiss and staff members continuously strive to provide the best

books and the best information services possible to the children and adults of Tom Green County.

\*This section is quoted in its entirety from the "About the Library," Tom Green County Library System Online Webpage. http://www.tgclibrary.com

vol. 84 PG. 223

### LONG TERM VISION, VALUES, AND MISSION

### LONG TERM VISION

During December, 2005 and January, 2006 a series of meetings was held with various groups in Tom Green County. Each of these meetings was preceded by distribution of a questionnaire. The questionnaire was designed to elicit thoughts and insights about the functions and services of the Tom Green County Library System. The questionnaires were variously designed to seek input from library staff, financial and other supporters of the Library and the general public.

Many thoughtful responses were received through the questionnaires as well as from the meetings that were held with the various groups. From analyzing the responses it became apparent that the Tom Green Library System is an important component of the cultural and intellectual life of the community. Virtually all respondents want to see a library system that is meeting their needs for personal growth in knowledge and cultural stimulation.

To quote, briefly, from some of the questionnaires:

- That it (the Library) come to be viewed as the center of community activity . . . for the informational needs of every sector of the community
- · A friendly, clean, welcoming building
- More accommodations for the patrons
- An attractive and functional facility for study and research as well as intellectual and social interaction.
- A facility that we all can be proud of.

With this excellent input, we have developed the following statement of the Vision for the Tom Green County Library System.

### Vision for the Tom Green County Library

The **vision** for the Tom Green County Library is to provide up-to-date facilities and services for the foreseeable future that are environmentally pleasing, user-friendly and a source of intellectual stimulation and pride for the entire community.

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### **VALUES**

Values are an important aspect of library service. Community values guide the county library. They provide the framework through which this plan will be accomplished.

Again, the process of distributing and evaluating questionnaires, along with the several public meetings helped define the values that are important for realizing a library system that is excellent in collections as well as in services. Among the values that were clearly identified in the process of public input, were the following.

- Service
- · User friendliness of staff
- Commitment to excellence
- · Comfortable environment for public and staff
- Adequacy of current technological services as well as the ability to accommodate innovations
- Relevance of collections to community needs
- Access to information
- West Texas heritage
- Encouragement of literacy in all age groups

Each of these values will be addressed through the various elements that constitute the process of conceptualization and implementation of the planning and building process for the Tom Green County Library System. Some are focused primarily on the new facility at the Hemphill-Wells Building. However, all apply in varying degrees to both the Central Library and the Branch Libraries.

### MISSION

Based upon the community input, library staff input, and input from the library director, the mission of the Tom Green County Library can be stated as follows.

The Tom Green County Library is on a mission to provide the tools and resources that will afford each resident of the County the opportunity to succeed in a quest for knowledge, information, and personal enrichment.

This quest may be placed in a context that ranges in focus from the neighborhood to the universe.

# SUMMARY OF THE STRATEGIC PLAN 2006 - 2012

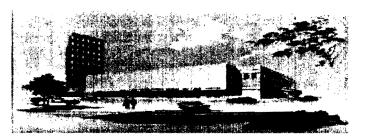
The process of obtaining community and staff feedback when combined with the library's history and excellent record of community service have culminated in the statements of vision, mission and values for the Tom Green County Library. A summary of major points comprising the Strategic Plan follows. Detailed strategies for implementing the elements of the Strategic Plan are contained in the technical document which is the second component of this Plan.

- After 100 years of progress in library resources and services, the Tom Green County Library has availed itself of an exciting opportunity to undertake a major expansion by moving into a refurbished Hemphill-Wells Building.
- Statements of vision and mission for the Tom Green County Library have been developed from feedback received in a series of questionnaires as well as meetings with staff, library supporters and the general public.
- The vision is to provide up-to-date facilities and services for the foreseeable future that are environmentally pleasing, user friendly, and a source of intellectual stimulation and pride for the entire community.
- The process of community input also established an inventory of values to be reflected in services at the new Central Library at the Hemphill-Wells Building as well as at the branch libraries. These values stress userfriendliness, a comfortable environment and excellence in collections.
- To accommodate expanded facilities and services, this plan for the next six years stresses reasonable increases in both professional and technical staffing. The number of positions needed to staff expanded services will be a product of library standards, a completed space plan and a completed financial analysis for the library system.
- The strategic plan calls for
  - Conversion of the Hemphill-Wells Building to the new Tom Green County Central Library. Since this transition represents an almost threefold increase in physical size, space planning, technology and financial needs will become important technical studies within the Hemphill-Wells Building conversion process.

- Expansion of the Angelo West Branch Library by approximately 2,500 square feet
- > Expansion of the North Angelo Branch Library by approximately 1,400 square feet
- Establishment and on-going implementation of a plan that responds to technological changes and enhances the ability of the public to more readily pursue and achieve personal education and intellectual fulfillment
- Development of specific plans and programs to improve the visibility of the Tom Green County Library by enhancing its role in and service to the community. Carrying out this strategy will require creation of a new organizational unit reporting to library administration that oversees development, public relations and community involvement.
- Encouragement of continued staff development at professional and technical levels through planned programs of continuing education and skill development
- Careful analysis and planned policy responses to the fiscal impacts and personnel needs to be created by expansion of the Central Library and the branches as well as continuing changes in technological capabilities and services
- Continuing pursuit and enhancement of the currently excellent library responses in the areas of public service and incorporation of technology into expanded library operation

Each of these areas is examined in more detail in the Technical document which comprises the second part of this Strategic Plan. That document offers objectives, desired outcomes and strategies for advancement in community service and achievement of excellence over the next several years. Accomplishment of the objectives for these areas will result in major progress along the path to realization of the Library Vision and fulfillment of its Mission.

# Tom Green County Library Strategic Plan 2006 -2012 Part II: Technical Report



The Tom Green County Library, Edd B. Keyes Building

"The vision for the Tom Green County Library is to provide up-to-date facilities and services for the foreseeable future that are environmentally pleasing, user-friendly and a source of intellectual stimulation and pride for the entire community."

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# CONTINUATION OF TOM GREEN COUNTY LIBRARY STRATEGIC PLAN 2006 -2012

This document is Part Two of the Strategic Plan 2006 -2012 for the Tom Green County Library. Part One established the framework for this document by reviewing Tom Green County's history of library development, and establishing the vision, values, and mission for the library system.

With the history, vision, values, and mission as guides, this section identifies objectives, desired outcomes, and strategies that will turn the framework into a library operation that excels in collections as well as public service. Seven strategies are given for carrying out a planned program of expansion and improvement.

- Conversion of the Hemphill-Wells Building to the new Central Library
- Plans for Angelo West and North Angelo Branch Libraries
- Library Technology Planning
- Increasing Library Visibility
- Development of Library Staff
- Organizational Development
- Development of Library Services and Collections

### LIBRARY STANDARDS

### **Texas State Library Standards 2004**

### And

### Proposed Library Service Levels in Tom Green County

Texas Public Library Standards 2004	Tom Green County Library	Tom Green County Library	Tom Green County Library
Standards 2004	Existing Service Level in FY 2004 05	Recommended Service Levels in FY 2008-09	Recommended Service Levels in FY 2012-13
Estimated Service Area Population*	Tom Green County: 103,018*	Tom Green County: 105,000**	Tom Green County: I I 5,000**
*Texas State Library estimates	San Angelo: 92,750*	San Angelo: 94,500**	San Angelo: 102,500**
Averus Corporation estimates			
Personnel:	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
Personnel: Texas Public Library Standards (TPLS), 2004			
Texas Public Library Standards (TPLS), 2004 Basic = 1 MLS County Librarian + 5 MLS Librarian +27 FTE staff	County Library:	County Library:	County Library:
Texas Public Library Standards (TPLS), 2004 Basic = I MLS County Librarian + 5 MLS	County Library:  Staffing Standards:  I MLS County Librarian + 5 FTE MLS Librarians + 27 FTE	County Library: Staffing Standards:  I MLS County Librarian + 7 MLS Librarians + 27 FTE	County Library:  Staffing Standards:  I MLS County Librarian + 9 MLS Librarians + 30 FTE
Texas Public Library Standards (TPLS), 2004  Basic = I MLS County Librarian + 5 MLS Librarian +27 FTE staff  Enhanced = I MLS County Librarian + 7 MLS	County Library:  Staffing Standards:  I MLS County Librarian + 5 FTE MLS Librarians + 27 FTE staff	County Library: Staffing Standards:  I MLS County Librarian + 7 MLS Librarians + 27 FTE staff	County Library: Staffing Standards:  I MLS County Librarian + 9 MLS Librarians + 30 FTE staff

for all staff per year for all staff per year

for all staff per year

	• •	• •	. ,
General Collection	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
TPLS Basic:	Items per capita:	Items per capita:	Items per capita:
= 1.5 to 2.99 items/capita	320,090 items	385,000 items	460,000 items
= 15% of collection less than 5 years old	Or	Or	Or
= Entire collection weeded every 5 years	3.11 items/capita	3.3 items/capita	4 items/capita
TPLS Enhanced:	% of collection less than 5 years old	% of collection less than 5 years old	% of collection less than 5 years old
= 3.0 to 3.99 items/capita	13%	21%	25%
= 20% of collection less than 5 years old	% of collection weeded	% collection weeded	% of collection weeded
= Entire collection weeded every 4 years	20%	25%	25%
TPLS Comprehensive:	Interlibrary Loan Offered:	Interlibrary Loan Offered:	Interlibrary Loan Offered:
= over 4 items/capita	Yes	Yes	Yes
= 25% of collection less than 5 years old			

Information Services	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
=Reference	Yes	Yes	Yes
=Telephone reference	Yes	Yes	Yes
=Library use	Yes	Yes	Yes
	Yes	Yes	Yes
=Database searching	Yes	Yes	Yes
=Reference via e-mail or fax			

Accessibility:	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
= Library is open 60 hrs/week	Yes (65 hrs/wk)	Yes (65 hrs/wk)	Yes (65 hrs/wk)
= Library has on online catalog of holdings	Yes	Yes	Yes
=Library provides remote access to catalog	Yes	Yes	Yes
Community Programming:	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
≈Programs presented to community needs and interests	Yes	Yes	Yes
=Adult and Children's reading programs	Yes	Yes	Yes
=Collaborating with community	Yes	Yes	Yes

organizations			
=Outreach services to the unserved	Yes	Yes	Yes

Public Relations:	Tom Green County Library:	Tom Green County Library:	Tom Green County Library:
=Use basic	V	Yes	V.
PR/marketing tools	Yes	res	Yes
=Survey citizens of library every 5 years	Yes	Yes	Yes
=Annual report prepared professionally	Yes	Yes	Yes
=Proactive community involvement	Yes	Yes	Yes
=Target neighborhood groups and special need areas	Yes	Yes	Yes
=Use proactive marketing plan and target promotions	Yes	Yes	Yes

# THE TOM GREEN COUNTY LIBRARY'S STRATEGIC FOCUS FOR THE NEXT SEVEN YEARS

### STRATEGY ONE:

# THE CONVERSION OF THE HEMPHILL-WELLS BUILDING INTO THE CENTRAL LIBRARY

In cooperation with the City of San Angelo, the Tom Green County Commissioners have determined to move the Tom Green County Library's Central Library to the presently vacant Hemphill-Wells building at the Southeast corner of South Irving Street and West Beauregard Avenue. This move of one block will expand the Central Library to an 85,000 square foot facility. The present Central Library occupies a 25,000 square foot facility located in the Edd B. Keys Building at 113 West Beauregard Avenue.

County Commissioner Ralph Hoelscher and San Angelo City Council Member Jamie Rainey initiated the proposal to convert the Hemphill Wells Building into the Central Library. Supported by Commissioner Steve Floyd and City Council Member Dwain Morrison, a feasibility study was undertaken through the efforts of Mr. Howard Taylor, Director of the San Angelo Museum of Art. Mr. Taylor is also the Chair of the Design Committee of Downtown San Angelo. Architect Craig Kinney of San Angelo was selected as the project architect for the Feasibility Study. Architect Killis Almond of San Antonio was selected as the consulting architect, and Bill McClanahan of San Angelo was selected as the structural engineer.

Coinciding with the architectural and structural analysis of the Hemphill-Wells building, Councilwoman Jamie Rainey and Commissioner Hoelscher worked with prominent members of the community, teams of employees of the City and County, as well as County Librarian Larry Justiss and the members of the Tom Green County Library Board to determine the feasibility of converting the Hemphill-Wells Building into the Central Library. The architects and structural engineer completed a report that stated that the Hemphill-Wells Building is adaptive for use as a public library and/or office space. The report also confirmed that the library stack floors will require additional structural reinforcement. The report further reviewed cost estimates of rehabilitation and projected \$125 a square foot or \$10 million to complete the conversion.

Since the publication of the Feasibility Study, very positive steps have been taken. The former owner and chief executive of the Town and Country Stores, Mr. Steve Stephens and his wife Pollyanna have agreed to co-chair the community fund-raising effort. To date, approximately \$11.4 million dollars have been raised for the building conversion project. A goal of \$1.5 million dollars to establish an endowment for library

operations has also been exceeded by \$400,000. These efforts are major strides toward a successful fund-raising program.

On December 1, 2005, the library consulting firm Averus Corporation was hired to provide consulting services focused on several major components of a long-range plan for the Tom Green County Library. Specifically these included preparation of a library building program for the Hemphill-Wells Building, guidance in selecting an architect for the conversion project, the development of a financial plan for the library system, and the preparation of a technology plan. These actions and documents will be critical to the success of the conversion project, and they will guide the actions of future planning for the Tom Green County Library.

Averus Corporation is directed by Darrell Noe, President, and David Price, Vice President. Both individuals are thoroughly experienced in public administration and library administration. Mr. Price is the project manager for the project with over twenty-five years experience in library management at every level of public library administration, and the construction of 15 public libraries in his career. He has also acted as a library and technology consultant for public libraries. He has also served as a deputy city manager in Aurora, Colorado, and as a budget and administrative analyst in the City of Fort Worth, Texas. Mr. Noe is a former city planner and the Assistant Planning Director for the City of Fort Worth, Texas, and he was the Planning Director in Aurora, Colorado. He recently retired from a business experience with American Airlines. Mr. Price is currently the County Librarian/Information Technology Director for Burnet County Texas.

The first action of the consultants was to conduct a series of meetings with the Tom Green County Library staff, the Beacon to the Future Fundraising Committee, the Friends of the Library, and the Library Board. The final meeting was held as a public hearing to receive public input from residents of San Angelo and Tom Green County. These meetings were preceded by the completion of questionnaires specifically designed for each interest group. After completing the questionnaires, the consultants held meetings (using power point presentations) to present the questionnaire results to the staff and each interest group. The public hearing was a presentation on the results of the community questionnaires. Over 280 questionnaires were tabulated, and approximately 30 individuals attended this meeting and made comments.

The public input process provided the consultants with valuable information on citizen data, their desires for a new library, their feelings about the library system, and comments and observations about public libraries. The data obtained from these questionnaires, comments made by staff and interest groups, and comments and data obtained by the general public will be influential in the development of the Tom Green County Library Strategic Plan. The results will equally be useful in helping the consultants develop the building program and determine the space planning for the Hemphill-Wells Building.

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Major points that were highlighted in the staff, interest group, and public questionnaires are as follows:

- There is solid support for the move of the Central Library to the Hemphill-Wells Building.
- All groups want staff personnel who are well-trained and committed to excellent service.
- All groups want a well-designed, user friendly and adequately sized space for public use.
- All groups want space for community meeting rooms and group activities.
- All groups want space for cultural activities such as art displays and museum exhibits.
- All groups want space for ancillary services such as a coffee shop, a bookstore, and a business center (for copying, faxing, scanning, and sale of office and study supplies).
- All groups want space for expanded technology and public technology training.
- All groups want space for expanded Internet access and computer utilization.
- All groups want expanded book and media collections.
- All groups want new information technologies such as expanded research databases and on-line audio books.
- All groups want the Tom Green County Library to be the major community information resource center.
- All groups want expanded space to develop a superior children's library.
- Staff wants sufficient office space to process materials, research collection development, achieve staff development and training, and work in comfortable public spaces for customer service and collection management.
- All groups want the Tom Green County Library to reflect its community values and expand the branch libraries to reflect neighborhood and cultural values.

- All groups want the Central Library in the Hemphill-Wells Building to foster downtown San Angelo development and economic expansion.
- All groups feel that the Tom Green County Library should be more visible
  in the community, and that it should activate a comprehensive public
  relations and development program for improving services and expanding
  economic viability.

Each of these major points from the questionnaires and public meetings will influence space planning, technology development, and architectural design of a new Central Library as well as the development of expanded roles for the branch libraries.

### **OBJECTIVE**

To design, construct, and complete a relocation of the Tom Green County Central Library into a modern public library that provides for the information needs of all Tom Green County citizens, promotes reading for all ages, provides books and media resources for lending and public use, and expands the use of library technology for efficient operations and public access to computers and Internet access.

### **DESIRED OUTCOME**

 The design and construction of a rehabilitated facility at the Hemphill-Wells Building that will provide users with an attractive and efficient facility in downtown San Angelo; a well-trained and customer-based staff; a community center for public groups; and ancillary services that support and complement all library users' information needs.

### STRATEGIES FOR 2006 TO 2009

- Complete a long-range strategic plan for the Tom Green County Library.
- Complete fundraising efforts with adequate funds to meet the requirements of the building program and technology plan.
- · Prepare a library building program for the Hemphill-Wells Building.
- Hire an architect to design and oversee construction of a refurbished building.
- Develop a technology plan for the library system.
- Prepare a financial analysis of the project and long-term operational costs.
- Commence construction.

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- Complete construction
- Moving collections and resources into the new Central Library.
- Opening Day!

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### STRATEGY TWO:

THE DEVELOPMENT OF A PLAN FOR THE ANGELO WEST AND ANGELO NORTH BRANCH LIBRARIES

### ANGELO WEST BRANCH LIBRARY

The Angelo West Branch Library is a 5,096 square foot branch library that presently serves a growing area of west San Angelo. While this branch was expanded in 1991, the current facility needs further expansion to meet public use demands. The library serves as a community hub, and it is a popular children's center serving younger families in the area. As a popular materials center, the library is very factive and circulation demonstrates a high demand by area residents.

The important issue for the Angelo West Branch Library is definition of its role in the Tom Green County Library. The determination of this role is critical to the future development of the branch libraries in the library system. As the Tom Green County Library plans a massive expansion of the Central Library, it is not reasonable to suggest that the branch libraries meet major information, reading, entertainment, and information technology needs of the people of San Angelo.

The branch libraries should focus on introducing reading and learning through service to younger families and children. They should serve as a popular reading and media center for young adults, and adults. They should offer large-print reading materials to senior adults. All users should be able to gain access to the Internet and utilize information technologies as the major means to gain access to reference and specialized information resources. Highly used materials and staff professional judgment should dictate the nature of the collection, but in general, reference and factual materials, and print volumes not used in 3 to 5 years, should be located at the Central Library. The branch collection should have a high turn rate with few items designated as shelf sitters.

By using the library's circulation system, place-a-hold system, and technological innovations, any resident of the neighborhoods served by the Angelo West Library can retrieve any material from the Central Library or the North Branch through daily deliveries. Thus, the emphasis of the Angelo West Branch is a "popular service philosophy" aimed at the broad circulation of library items.

The Angelo West Branch Library is noted for its community support, excellent material circulation, and strong support from the Friends organization. What it lacks is adequate space for its current services. This role will require that the Angelo West Branch expand approximately 2,500 square feet.

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Furthermore, this strategic plan for the Angelo West Branch will require complete review of the current operations of the branch to make needed adjustments in weeding the current collections at the library. It should require a comprehensive review of the Children's collection and activities and redirect these into a family reading center and an early childhood learning/discovery center. It should prepare for an expansion in the use of information technology, and it should provide for a leisure reading area where coffee and snacks can be purchased.

### **OBJECTIVE**

The objective of the Angelo West Branch Library is to introduce the library to neighborhood users as a reading development center for young residents and as a center of popular resource materials, Internet access, and community programs for all ages.

### **DESIRED OUTCOMES**

Expand the Angelo West Branch by approximately 2,500 square feet.

- A 1000 square foot expansion and reorganization of the Children's collection to be a family-based introduction to reading and learning center with significant emphasis on experiential reading and learning.
- A 500 square foot expansion of the adult shelving area to include an expanded large-print collection. This collection should be weeded, and items in the collection over five years old should be sent to the Central Library.
- A 500 square foot expansion to develop an information technology center where library users and students can use computer and other information technology.
- A 500 square foot expansion to provide a small 200 square foot business center (copiers, fax services, study supplies), and a 300 square foot coffee bar area.
- Hours to be accessible to neighborhood needs.

### **STRATEGIES FOR 2006 - 2012**

- Determine the financial feasibility of an expanded Angelo West Branch Library.
- Hire an architect for design concept and construction cost estimates.
- Negotiate construction contracts and begin construction.
- Opening Day for library operations and services!
- Insure that the collections and services follow a "popular service philosophy."

### NORTH ANGELO BRANCH LIBRARY

The North Angelo Branch Library is a small, 2,800 square feet library, located in North San Angelo. The library is located in a community area that serves families and a significant population of senior citizens. Like the Angelo West Branch Library, the North Angelo Branch Library is focused on neighborhood needs.

The questionnaires that were completed on the North Angelo Branch Library indicated that the library should expand in space, and that it should focus on the economic and cultural interests of its neighborhoods. Like the West Angelo Branch Library, this library should equally focus on collections and services that are a "popular service philosophy".

Actions should be to enlarge a basic reading collection, provide a popular media collection, and to provide large-print materials for senior citizens. Provision of additional computers and the provision of a vibrant children's collection are essential actions. Literacy programs should be implemented in coordination with the local literacy council.

The size of the North Angelo Branch Library is inadequate. Ideally, the library should expand into the adjacent space occupied by a Justice of the Peace. This expansion would increase its size to 4,200 square feet. In the additional 1,400 square feet, the library could construct a 600 square foot multipurpose meeting room, and the remaining 800 square feet could house additional shelving for collection expansion, and additional space for computers. Inclusion of the meeting room will accommodate literacy programs, and a neighborhood meeting place. Community programming for small groups could be fostered and unserved groups could easily be targeted. Internet computers should be expanded. The Children's Area should, like the Angelo West Branch Library, focus on early childhood reading and learning—through-discovery experiences.

### **OBJECTIVE**

The objective of the North Angelo Branch Library is to serve its neighborhood by providing an adequate facility that will serve as a popular resource center, provide access to the Internet, provide a modern children's collection and learning center, specializing in highly used and large-print materials.

### **DESIRED OUTCOMES**

- Expand the North Angelo Branch Library to 4,200 square feet by occupying the adjacent space in the current building.
- Improve the children's area by developing a reading and a discovery learning center.

- Provide at least 12 computers for Internet access.
- Expand the large print collection.
- Incorporate literacy programs through cooperation with the local literacy council.

### STRATEGIES FOR 2006 -2012

- Negotiate with the County Commissioners to expand the North Angelo Branch Library into full occupancy of the current library building, and relocate the Justice of the Peace into another county facility.
- · Determine architectural and financial needs.
- Seek a funding source or make grant applications.
- Refurbish the building when the space is available.
- Develop a plan for children's reading and discovery learning center.
- Implement a literacy program through the local literacy council.
- Insure that the collections and services follow a "popular service philosophy."

### STRATEGY THREE:

### LIBRARY TECHNOLOGY PLANNING

The Tom Green County Library is committed to the highest level of library technology development. The library has shown leadership in providing library technology for library operations and public use of library technology. The Tom Green County Library's first use of computer technology was to circulate library materials and to create a public catalog. This technology is provided by a vendor named GEAC Computer Corporation. GEAC is a well established vendor in the library technology market whose roots go back to the first major vendor of library circulation technology. While the Tom Green County Library has operated in a very stable technological environment, new upgrades to its current GEAC system will be required. This issue will be addressed in detail in a future study of the Tom Green County Library technology.

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In addition to operational technology, the Tom Green County Library has implemented major advances in the provision of Internet access computers. Currently, the library system has an inventory of 59 computers that are available for public use. The library has been the beneficiary of Bill and Melinda Gates Foundation Grants, and other State assistance in providing state-of-the-art computers. Computers have advanced the use of the library as a community technological center. At the same time, it has placed additional stress on space usage in the present Central Library. Recently, the library director has relocated bound and older periodicals and magazines to the basement area, and added new computers in the space that was opened. This space reutilization is a positive step, but space for computer access will continue to be inadequate when related to need until the new Central Library building is opened. Again, this issue will be addressed in detail in a future study of the Tom Green County Library technology.

Databases and other software technology are other distinguishing features of the Tom Green County Library technology. The Tom Green County Library benefits from the Texas State Library and Archives Commission TexShare state-wide database subscription service. Through this program the Tom Green County Library is able to provide full-text articles from journals, newspapers, magazines, and many other sources. Entire books are also available on-line. Database topics include homework help for students, health information, business information, biography and genealogy, as well as literature and archival information. The TexShare Database Program provides a wealth of electronic database access to over 700 public, academic, and libraries of clinical medicine throughout the state at a significant cost savings. These electronic databases are powerful research tools available 24 hours a day in the homes or offices of registered patrons of participating Texas libraries. A comprehensive review of the TexShare program and other software will be addressed in detail in a future study of the Tom Green Library technology.

### **OBJECTIVE**

The objective of the Tom Green County Library is to plan and implement a comprehensive technology program that focuses on the update and future improvements of library operations through the GEAC Library Management Solutions; the provision of an adequate number of computers for public use of the Internet; and the provision of databases and special software for public use through the Library System computers.

### **DESIRED OUTCOMES**

- The GEAC library technology system is updated and maintained to library operational standards.
- Radio Frequency Identification (RFID) technology is added to the GEAC Library Management Solutions for materials security and efficient circulation of library materials.
- Computers are monitored, replaced and added as needs and resources require according to the new library technology plan.
- The TexShare Database program is continued and expanded as the State Library increases support for the program.
- Special software is used as it is demanded.

### STRATEGIES FOR 2006 - 2012

- Financial Feasibility study and Technology Plan lay out an economic means to achieve technology requirements for the library system and the Hemphill-Wells project.
- GEAC library technology system is upgraded.
- RFID system is implemented to parallel the construction of the Hemphill-Wells project.
- Computers and wireless technology are added to the Hemphill-Wells project for full service capability.
- Wireless technology is universal in all libraries.
- The TexShare Data base program is utilized and continued as the major database service for the Tom Green County Library.
- Special software is evaluated annually and purchased within budget

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### STRATEGY FOUR:

### INCREASING THE PUBLIC VISIBILITY OF THE LIBRARY

Public visibility for the Tom Green County Library is an essential ingredient for successful ongoing operation of the library system. Visibility translates to a public understanding of the activities and programs of the library system through standard public relations, fund-raising and marketing techniques. Increasing the visibility of the library is designed to advance the library services and public programs, and financial development that the Library Board, Director, and staff deem important. Visibility also entails making these goals comprehensible by the general public. The use of standard fund-raising, public relations, and marketing tools gives the library leadership and staff the means to respond to public aspirations and requests, and to succeed in achieving those goals.

Modern public relations and marketing techniques begin with determining those attributes of services and programs that may be of interest to library users. A successful library campaign to raise funds, promote services and programs uses marketing techniques such as surveys or focus groups to discover what particular features motivate library users in their giving, and using those services and programs. That way, the library leaders can design campaigns, services and programs that fit the library users' desires. Marketing becomes a way of tapping the current users' desires and giving them force in the process of fund-raising, service delivery, and program production. Using these techniques enhances rather than reduces the value of these services and programs. The public act of marketing in this context thus increases rather than decreases the success factors for fund-raising, and supporting library services and community-based program offerings.

The Tom Green County Library acts as a center of learning through public use of library materials and technology. The Library also acts to foster local communications and public value through supporting the ability of citizens to learn and organize ideas that are expressed in meetings and group gatherings. While the library takes a neutral view on the content of its services and programs, the library leadership is generally obligated to support the advocacy of their occurrence through active public relations, marketing, and fund raising efforts.

To actively raise money, present its services, and to promote community programs, the Tom Green County Library must assume an advocacy role in the areas of fundraising, public relations, and marketing of the library system. Each unit of service should have a clear purpose and function, and specific objectives that can be translated in writing into a fund-raising campaign, public relations activities, and marketing materials available for public use. A fund-raising and marketing plan designed by the library administration and professional staff should be prepared on an annual basis. That plan should be established in a calendar format, and actions to implement it should be structured accordingly. Each library service will be generally described and publicly

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distributed through such means as grant applications, brochures, instruction, speeches and presentations, and written articles using local newspapers and media radio and television stations.

Equally, community-based programs deserve aggressive promotion and content explanation for effective public attendance. Implementing such services and programs will require that a new unit of organization be created to promote the library system in all of its fund-raising, public relations, and marketing operations. This unit should be headed by a fund-raising, public relations or communications specialist, and consist of a grants development assistant who can prepare grant applications and organize fund-raising campaigns. A production assistant is also needed to insure that grant applications, brochures, reports, flyers, and other documents supporting the library's public activities can be quickly and efficiently produced and distributed. A professional staff member should head the unit under the direction of the library director, and work with all library professionals and staff to interpret, plan, and organize effective support for these services and programs. The creation of an annual marketing plan fully approved by the library board and the library director is an essential task of this office.

### **OBJECTIVE**

The objective of the Tom Green County Library is to be an effective public service agency through the development of a public communications and development office that will raise funds, explain library services, and promote the library's community-based programs to the public.

### **DESIRED OUTCOMES**

- The creation of a Public Communications and Development Office led by a professional communications and development director, and staffed with a grants specialist and a graphics specialist.
- The creation of a set of public fund-raising and communications policies to use as the basis of operations.
- The development of an annual marketing and fund-raising plan.
- The creation of standard brochures, publications, and other documents to explain the services and functions of the library system.
- The marketing of library programs for content definition and public attendance.
- An interactive role with foundations and public officials, the public media, and responses to issues or events affecting the Library System.

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### STRATEGIES FOR 2006 -2012

- Create a new Public Communications and Development Office under the direction of the Library Director.
- Develop policies that determine the functions and operations of the Public Communications and Development Office.
- · Create an annual fund raising and marketing plan.
- Produce grant applications, public relations, and marketing materials as the annual plans may require.
- Secure new funds for the Library.
- Interact with foundation and public officials, and the public media routinely.

### STRATEGY FIVE:

### THE DEVELOPMENT OF LIBRARY STAFF

### PROFESSIONAL STAFF DEVELOPMENT

The professional staff plays a pivotal role in developing and providing public library services. As a group, the professional staff is the representation of the principles and values of the library profession as earned through graduate education and obtaining a Master's degree in Library Science or Library and Information Sciences. These degrees represent extensive study of the humanities or sciences in combination with the exacting study of the organization of knowledge, information sciences and technology, and the administration of libraries and their sub-organizations as they deliver services to users and the general public.

A professional librarian for the Tom Green County Library is a major investment in human, economic, and educational resources. The staff provides the leadership, management, policy development, collection development, and the information services development that guides the daily and long-term progress of the library system. Whether a professional staff member is managing a major organizational unit or is involved in collection enrichment or the delivery of services to users, the necessary common element is always professional knowledge and perspective, and the need for continuing improvement.

### **OBJECTIVE**

The objective of the Tom Green County Library is to continue to develop a well-trained and effective professional staff demonstrating leadership, exercising independent judgment, and directing and coordinating services on behalf of the general public.

### **DESIRED OUTCOMES**

- Exercise leadership in the management of the library system and direct operational units that deliver services to the public.
- Foster a work environment that values excellence, respect, diversity, and accountability.
- Promote open communication and personal integrity.
- Sustain a performance-based work culture utilizing staff development, technology, and innovative leadership and management strategies.
- Direct collection development efforts toward the needs and requests of the public with application of professional librarian selection principles.
- Engage in professional library associations that promote the enhancement of professional librarian development.
- Promote the visibility of the library system by using proven marketing and public relation tools.
- Identify target community groups and provide proactive programs to meet their interests.

### **STRATEGIES FOR 2006 - 2012**

- Train professional staff in leadership and management. Librarians should have the opportunity to participate in library leadership or community sponsored leadership classes.
- Insure that monthly meetings of the professional staff with the Library Director are conducted that emphasize information on current activities, progress on the strategic plan, and general questions and answers.
- Evaluate the progress of collection development and assign professional staff responsibilities and accountability.

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- Each professional librarian shall annually participate in the library systems planning for fund-raising, public relations, and marketing.
- Each professional librarian shall annually participate in community program planning and target group identification.

### TECHNICAL STAFF DEVELOPMENT

The technical staff of the Tom Green County Library is the essential group of employees who provide daily services that insure that the public is effectively accommodated. Through the various organizational units of the Tom Green County Library the technical staff is engaged in the daily business of the library system. Whether a technical staff person works at a circulation desk, provides technical processing of books and materials, drives the bookmobile, or assists other staff, much of the daily work of the library system is achieved through these employees.

All employees thus share common values and development needs to continue to progress in their jobs and work activities. Not only do these employees need to embody the common knowledge and technical steps of work activities, they also share the common need to participate in continuing staff development. Ongoing training and learning throughout the library environment is the only way that all employees can effectively engage in their jobs, deliver sustainable results, and help the public effectively utilize the Library's huge amounts of materials and information technology on a daily basis.

### **OBJECTIVE**

It is the objective of the staff of the Tom Green County Library to participate in a continuing education process that involves all employees throughout the work year. Each employee shall have the opportunity to attend formal work related educational opportunities that are relevant to assigned jobs and work interests.

### **DESIRED OUTCOMES**

- Each employee shall annually attend at least one scheduled continuing education opportunity at a local cooperative system workshop, a local college or university class, a web class, or a program at a professional library association.
- The Library Director and the professional staff should routinely present to staff in-house workshops on relevant topics, or updated policies or procedures.

- Employees should be encouraged to take advantage of general County learning and staff development opportunities.
- Promotions and employment advances should consider the efforts of continuing education in an employee's library career.

### **STRATEGIES FOR 2006 - 2012**

- The Library Director shall annually develop a staff development plan that allows each employee to attend an annual continuing education opportunity.
- The Library Director and each professional staff member shall present to selected staff members a workshop on relevant topics, or updated policies or procedures.
- Within a three year period, each employee should attend a County sponsored workshop or class.
- Promotions should be encouraged, and the amount of continuing education opportunities attended should be considered as a major factor in promotions.
- The professional staff should attend a Texas Library Association Conference at least once in every three years.
- The Library Director should attend one Texas Library Association Conference each year and one American Library Association Conference every two years.
- The chair of the Library Board and one Board member should attend the Texas Library Association Conference each year.

### STRATEGY SIX:

### ORGANIZATIONAL DEVELOPMENT

Pursuit of the vision and mission for the Tom Green County Library will have major implications for the size, organization and management of the Library staff. The substantial increase in size for the Central Library, expansion of the branches and continuing innovations in technology must all be considered when determining how best to staff and serve the needs of patrons who have expressed high expectations for library service in upcoming years.

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The organizational challenges that are implied in the vision and mission statements and implementation of this plan require discussions that must involve the Library Director, the Library Board and the County Commissioners. Since a number of organizational strategies can be effectively utilized, those involved in the discussion must evaluate and decide how they wish to respond to the changing needs that will result from following the steps outlined in this plan.

### **OBJECTIVE**

The Library Director, the Library Board and the County Commissioners are to evaluate and decide how to respond to expanded services in terms of larger physical facilities, personnel and fiscal needs as well as overall management strategies.

### **DESIRED OUTCOMES**

- An organizational plan that is directly related to realization of the Tom Green County Library's Vision and Mission
- A statement of management strategy that will support and implement the needed organization and management changes implied by the programs of expansion being undertaken
- A strategy for meeting the additional fiscal needs that arise from the changes to be made in staffing and management
- Approval of a phased plan to meet increased staff and operational needs of the improved library service

### STRATEGIES FOR 2006 -2012

- Once space planning and the building program for the Hemphill-Wells Building are completed and approved, submit an analysis and recommendations for staffing and management of the new facility for approval by the Library Board and County Commissioners
- Develop a phased program to incorporated needed changes and staff enhancement as expansion of the branches is accomplished
- Reevaluate on an annual basis the organizational and management plan to identify needed refinements and possible changes to respond to changes in public demand as well as technology

### STRATEGY SEVEN:

### THE DEVELOPMENT OF LIBRARY SERVICES AND COLLECTIONS

The Tom Green County Library is fortunate to have enjoyed excellent circulating and reference collections during its long history. From these collections, the development of library services for adults, young adults, and children have emerged as separate sections of the collections. In recent times, adult reference and information technology have also emerged to satisfy the vast array of information needs demanded by our society and individuals.

The Tom Green County Library is well-prepared to make the changes that this strategic plan advocates with its current organizational establishment and the collections and services that it currently operates. This strategic plan is not suggesting major changes or new directions in the current routines of operating the library system, collection development, or delivery of library services. Obviously, the expansion of the Central Library into the Hemphill-Wells Building will require moving the current collections of the Central Library. Once in the Hemphill-Wells Building, the collection will be able to expand for many years to come. The provision of Information Technology and reference services can equally be expanded. The ability to reshape the Children's Library into a modern reading, learning and discovery center will be an exciting outcome from the move. Today's new media in the forms of DVD entertainment and knowledge audiovisuals make it an exciting environment in which the library system can and will grow. Online use of technology will grow as books, music, and articles will be able to be checked out to a user's MP3 or similar device much like a current hardback or paperback book. These new areas of collection development and information service delivery will stimulate the librarians and staff for many years to come.

### **OBJECTIVE**

The Tom Green County Library will continue to deliver services and develop its collections in similar fashion to its current methods, incorporating changes as the times and material formats or technologies dictate.

### **DESIRED OUTCOMES**

- Continue to expand the collections and services within limitations of the budget for library materials and information technology.
- Weed the collections annually to maintain relevant and popular use collections.
- Maintain the present delivery of services methods.

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• Adapt to new formats and new technologies as they develop.

### STRATEGIES FOR 2006 -2012

- Expand the collections so that they exceed 4 items per capita.
- Continue to foster and implement a customer-centered organization that generates excellence in public services.
- Innovate and experiment with new formats to reach the highest level of service and satisfaction with the staff and public.
- Re-evaluate the current Law Library. This special collection requires a thorough
  weeding and transfer of the remaining legal materials to the General Reference
  Collection. The use of legal databases ought to be the major means of serving
  local lawyers and citizens interested in the law.
- Circulate laptop computers within the wireless-based library facilities as the next step in expanding computer access and conducting database research.

### **ACKNOWLEDGEMENTS**

Averus Corporation wishes to express its appreciation to the many people who have supported the Tom Green County Library. The residents of San Angelo and Tom Green County have demonstrated an active support of the library system through heavy use of its facilities and services. We wish to take this opportunity to acknowledge a few of those individuals who have assisted us in the preparation of this report, and who have championed this worthy effort of setting new directions for the Tom Green County Library.

### **Tom Green County Commissioner's Court**

- Mike Brown, County Judge
- Ralph Hoelscher, Precinct 1
- Karl Bookter, Precinct 2
- Steve Floyd, Precinct 3
- Richard Easingwood, Precinct 4

### San Angelo City Council and City Manager

- J. W. Lown, Mayor
- Jamie Rainey, SMD 1
- Dwain Morrison, SMD 2
- Joe Holguin, SMD 3
- Emilio Perez-Jimenez, SMD 4
- Devin Bates, SMD 5
- Charlotte Farmer, SMD 6
- Harold Dominguez, City Manager

### **Tom Green County Library**

- Library Board:
  - o Sylvan Polunsky, Chair
  - o Joel Sugg, Vice Chair
  - o Gloria Duarte, Secretary
  - o William F. Collins
  - o Terence Dairympie (Terry)
  - o Dennis Grafa
  - o Kay Holland
  - o Kathy Koehn
  - o Philip R. Lane
  - o Cindy McCammon
  - o Mark Thieman
- Larry D. Justiss, Library Director
- Martha McCloskey, Associate Library Director
- The entire staff of the Tom Green County Library
- The Friends of the Tom Green County Library

### Citizen Advocates

- Steve and Pollyanna Stephens, Co-chairs, Beacon to the Future Committee
- Howard Taylor, Director, San Angelo Museum of Fine Arts
- Beacon to the Future Committee
  - o Mike Boyd
  - o Stephen Brown

- o Dudra Butler
- o Steve Cecil
- o Sonny Cleere
- o William (Bill) F. Collins
- o Gary Cox
- o Donna Crisp
- o Eric Eggemeyer
- o Sam Feazell
- o Anne Fischer
- o Jack Grafa
- o Elizabeth Grindstaff
- o Brenda Gunter
- o Fred Hernandez
- o Ralph Hoelscher
- o Kay Holland
- o Ella Mae Johnson
- o Fred Key
- o Lorenzo Lasater
- o Joan Labay-Marquez
- o Dayna Mayer
- o Amy McLaughlin
- o Kathy Munoz
- o Ernest Perez
- o Lee Pfluger

- o Syl Polunsky
- o Jon Preston
- o Jamie Rainey
- o Jim Raymond
- o Frank Rose
- o Joel Sugg
- o Howard Taylor
- o Steve Tefas

### **RETAINER AGREEMENT**

### Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

### Services of Attorney

- The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to the revision of the Tom Green County Subdivision Regulations.
- 2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.
- 3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and consultation required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

### Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of \$240.00 per hour for services rendered by partners of the firm and \$210.00 for services rendered by associates of the firm. The client will be billed at the rate of \$100.00 per hour for

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services rendered by any paralegal of the firm. A travel time fee of \$50.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, reports, studies, and exhibits incurred by Attorneys in this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

### **Devotion of Time**

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

### Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally concluded or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of Honorable Mike Brown, Tom Green County Judge, 112 West Beauregard, San Angelo, Texas 76903.

### Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

TOM GREEN COUNTY, TEXAS

**ATTORNEYS** 

ALLISON, BASS & ASSOCIATES, L.L.P.

Judge Mike Brown

By: James P. Allison / Robert T. Bass

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# COMMISSIONERS' COURT TOM GREEN COUNTY



### **Line-Item Transfers**

Michael D. Brown County Judge April 24, 2006

Fund: General Fund

Depart	tment	Account	<u>t</u>	Increase	<u>Decrease</u>
	Non-Departmental Contingency	675 601	Professional fees Reserves	3,639.00	3,639.00

### Reason

Transfer Funds for funding for Professional Services Agreement between Tom Green County and Allison,
Bass & Associates for Assistance in the Revision of the County's Subdivision and Manufactured Home
Rental Community Development Regulations.

Richard Easingwood Department Head

Date Approved by Commissioners' Court

County Jud

Attest - County Clerk

VOL.  $84\,$  PG.  $264\,$