

Tom Green County Commissioners' Court
May 23rd, 2006

The Commissioners' Court of Tom Green County, Texas, met in Regular Session May 23rd, 2006. Keyes Building, with the following members present:

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

1. County Judge Michael Brown called the meeting to order at 8:35 AM.
2. Commissioner Ralph Hoelscher offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Easingwood moved to accept the Consent Agenda as presented. Commissioner Hoelscher seconded the motion. The following items were presented:**

- A. Approved the Minutes of the Regular Meetings from May 9th, 2006.
- B. Approved the Minutes of Accounts Allowable (Bills) from May 10th – 23rd 2006 in the amount of \$ 1,324,173.88. (Recorded with these Minutes.)
 Approved the Purchase Orders from May 8th – 12th, 2006 in the amount of \$49,035.03 and from May 15th – 19th, 2006 in the amount of \$21,616.09
- C. Accepted the Personnel Actions as presented.

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Olivas, Rudolpho V.	Elections	New Hire	5-10-06	N/A	\$6.00/Hour	
Morales, Eddie	Elections	New Hire	5-08-06	N/A	\$6.00/Hour	
Arnold, John P.	Jail	New Hire	5-15-06	16/1	\$931.89 S/M	
Marrow, Jamie L.	IHC	New Hire	5-15-06	N/A	\$6.85/Hour	
Moore, Dwayne	Custodial Services	New Hire	5-16-06	N/A	\$5.45/Hour	

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Lott, Tyler K.	County Attorney	Resignation	5-19-06	N/A	\$6.45/Hour	
Muehlbrad, Roger K.	Jail	Resignation	5-31-06	16/1	\$931.89 S/M	
Lopez, Anthony C.	Sheriff	Dismissal	5-15-06	19/7	\$1251.06 S/M	
McCurdy, Alfred	Juvenile	Retirement	6-30-06	N/A	\$1710.72 S/M	
Johnson, Catherine Y.	Jail	Resignation	5-12-06	12/1	\$766.67 S/M	

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

- D.** Approved the detachment of 103.932 acres of land from the Wall ISD to be annexed into the San Angelo ISD. (Recorded with these minutes)
- E.** Approved request from Concho Valley Electric Co-Op to place approximately 1000 feet of overhead power line within the County's right of way along Fifth and Houston Streets in Carlsbad.
- F.** Accepted the Investment Hours, per Investment Policy, for the Citizen Member as a matter of record. (Recorded with these minutes)
- G.** Accepted the Extension Service Monthly Schedule of Travel for April 2006 as a matter of record. (Recorded with these minutes)
- H.** Acknowledged Michael D. Brown's, County Judge, Affidavits of Completion for the required Continuing Education hours in Public Information Act and the Open Meetings Act as a matter of record. (Recorded with these minutes.)
- I.** Approved the sale of Tax Foreclosure Property by the City of San Angelo to Raul and Mary Valencia in the amount of \$3,583.00 for Lots 4,5&6, Block 1 of the Lasker Addition in the City of San Angelo. (Recorded with these minutes)

The motion passed 5-0.

10. No Action was taken on the Quarterly Tom Green County Data Systems Report. (Recorded with these minutes as a matter of record).

7. Judge Brown moved to approve the Memorandum of Understanding and lease agreement with the San Angelo Independent School District for an Alternative Campus of Extended Studies (ACES) Program on the Juvenile Justice Center Property. Commissioner Bookter seconded the motion. The motion passed 5-0. (Recorded with these minutes)

11. Judge Brown moved to authorize a part time employee for the District Clerk and the Treasurer for data entry to ensure compliance with SB 1863 with the funding from the line items as presented for a period to end September 30th, 2006. Commissioner Floyd seconded the motion. The motion passed 5-0.

9. Commissioner Floyd moved to approve the District Clerk's Purchase Agreement for:

- 1. The Civil Case Management Efiling Interface;**
- 2. The Attorney Subscriber Web Access;**
- 3. The Set-up Installation and Training for the E-filing.**

Judge Brown seconded the motion. The motion passed 5-0. (Recorded with these minutes)

11. Commissioner Bookter moved to approve the Iron Horse I Subdivision, as presented, in Precinct #2 upon the approval of the City/County Health Department and to have the Covenants and Restrictions recorded with these

- minutes as a part of the record. Judge Brown seconded the motion. The motion passed 5-0.
- 10. Commissioner Easingwood moved to award the construction contract for the Tom Green County Texas Community Development Program (725869) Grant Project (Christoval Water System Improvement) to Texas Water and Soil Company based on recommendations by Jacob & Martin, Ltd., Engineering, in the amount of \$112,178.00 and the deductible alternate bid in the amount of \$13,000.00. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes).**

 - 14. Commissioner Easingwood moved to approve the Treasurer's monthly report, for April 2006, as presented. Commissioner Hoelscher seconded the motion. The motion passed 5-0. (Recorded with these minutes).**

 - 11. Commissioner Hoelscher moved to accept the Auditor's monthly report, for April 2006, as presented. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes).**

 - 8. Commissioner Easingwood moved to approve the combining of two positions CID Environmental Control position with Sgt. Sandy Moore transferring from Patrol Sergeant into that position at a Grade 20 step 4 with the funding coming from remainder of salaries in the prior positions, to be effective June 1, 2006. The motion was seconded by Commissioner Floyd. The motion passed 5-0.**

 - 10. Tabled** Consideration of presentation by Independent Engineering firm with request for possible MOU with the City of San Angelo for roads in subdivisions.

 - 12. Commissioner Easingwood moved to approve the changes made in Chapter 1 of the Tom Green County Personnel Policy, as presented. Commissioner Floyd seconded the motion. The motion carried 5-0.**

 - 13. Commissioner Easingwood moved to approve Municipal Equipment Lease/Purchase Agreement with Frost Bank (Contract # 774049375-001) dated as May 1, 2006 in the amount of \$152,885.00 for the HART Anthem System in the County Clerk's Office and ratify the County Judges signature. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes).**

 - 17. There were no Committee Reports for the Library/former Hemphill Wells Building.**

 - 18. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.**

19. There were no line item transfers.

20. The following Future Agenda Items were discussed:

1. Budget Workshop/Meetings begin May 24, 2006.
2. Subdivision Workshop/Meeting will be June 1, 2006.
3. Consider adoption of abatement procedures from the Health and Safety Code to be assessed by the Constables and environmental officer.
4. Consider possible fireworks ban and/or Countywide burn ban.
5. Consider issues with the Christoval Youth Baseball Association's insurance obligation or other use of facility.

17. Announcements:

1. Next Regular Commissioners' Court Meeting will be June 13th, 2006.

18. United Way's Day of Caring (July) projects requested.

22. County Judge Mike 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 May 23rd, 2006.

I hereby set my hand and seal to this record 23rd, 2006.

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

413

Treasurers' Report on Bills during the Period of May 10, 2006 TO May 23, 2006

Hand delivered Date: 05/19/06 Time: 3:00 p.m.

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

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

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

Bank Account Code - Budget

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

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

\$803,757.79 All Bank Accounts - Refer to Last Page
\$520,416.09 Payroll-Employee Paychecks 15-May-06
Payroll-Employee or Election Paychecks
Jury Checks
Voids-Month of
Miscellaneous

\$1,324,173.88 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Gloria Mata, Deputy Treasurer

Approved in Commissioner's Court on 5-23-06

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



CONCHO VALLEY ELECTRIC COOPERATIVE, INC.

Office: (325) 655-6957
Fax: (325) 655-6950
www.cvec.coop

2530 Pulliam Street
P.O. Box 3388
San Angelo, Texas 76902

May 12, 2006

Steve Floyd
Tom Green County
112 W. Beauregard Ave.
San Angelo, TX 76903

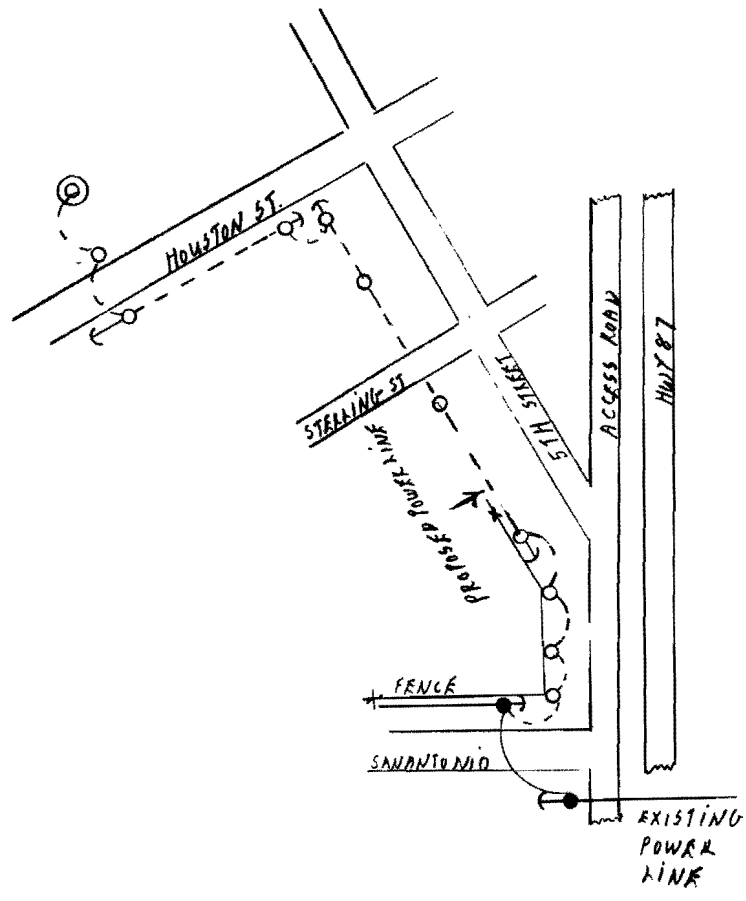
Concho Valley Electric Cooperative has received a request for electric service in Carlsbad.

Concho Valley Electric Cooperative is requesting County permission to build a power line to serve this customer.

Concho Valley Electric Cooperative proposes to build a new electric line coming from an existing line on the west side of San Antonio St. in Carlsbad. The drawing included shows the proposed route. The proposed electric line will start on San Antonio St. and head south to the north side of the access road that runs parallel to highway 87. The line will head east on the north side of Fifth St. and continue east up to the west side of Houston St. The electric line will then head north for approximately 350 feet then cross Houston St. to the location where a customer has requested service.

Thank you,

Terry McCracken



WALL ISD BOARD OF EDUCATION MINUTES
FRIDAY, MAY 5, 2006

The Wall ISD Board of Education met in Special Session Friday, May 5, 2006 at 11:00 a.m. in the Wall Administration Office in Wall, Tx. The following board members and school personnel were present: Monroe Dierschke, Jr., John Begnaud, Bernie Fuchs, Michael Hoelscher, Michael Mikulik, Kevin Niehues, Erwin Schwartz, Jr. and Superintendent Walter Holik, Jr. The following board members were absent: None. Others present: Marquette Maresh – School Attorney, Harold Dominguez – City Manager of San Angelo, Mindy Ward – City of San Angelo Attorney

Special Notes/Comments: The board retired to Closed Session @ 11:01 am. Returned to Regular Session @ 11:07 am. Public Hearing 11:08 am – 11:24 am.

Motion by Erwin Schwartz, Jr., seconded by Michael Hoelscher to adopt a finding that the petition for detachment and annexation meets the requirements of section 13.051 (b)(1)(B) of the Texas Education Code, and includes an adequate metes and bounds description of the territory to be detached and annexed.

Ayes: All Nays: None

Motion by Bernie Fuchs, seconded by Kevin Niehues to adopt a finding that Wall ISD does not own real property in the territory and will not be reduced to an area less than nine square miles.

Ayes: All Nays: None

Motion by John Begnaud, seconded by Michael Mikulik to adopt a finding that the total taxable value of the property to be detached is not be greater than 5% of the total taxable value of all of Wall ISD's property or San Angelo ISD's property.

Ayes: All Nays: None

Motion by Kevin Niehues, seconded by Erwin Schwartz, Jr. to adopt a finding that the total taxable value of the property to be detached is not greater than \$5,000 property value per student in average daily attendance at Wall ISD or San Angelo ISD.

Ayes: All Nays: None

Motion by Michael Hoelscher, seconded by John Begnaud that the proposed detachment and annexation has positive social, economic, and educational effects.

Ayes: All Nays: None

Motion by Erwin Schwartz, Jr., seconded by Kevin Niehues that it be resolved that the Wall ISD Board of Trustees approved the petition for detachment and annexation because (1) the petition was signed by a majority of the surface owners in the territory to be detached and annexed, (2) the petition contained an adequate metes and bounds description, (3) the total taxable value of the property to be detached is not greater than 5% of the taxable value of all of Wall ISD's or San Angelo ISD's property, (4) the total taxable value of the property to be detached is not greater than \$5,000 in property value per student in average daily attendance at Wall ISD or San Angelo ISD, and (5) the social, economic, and educational effects are positive.

Ayes: All Nays: None

Motion by Kevin Niehues, seconded by Bernie Fuchs that the Board authorize the Board President and Superintendent to summarize the Board's findings and resolution regarding the detachment as decided here today and report the same to the County Commissioner's Court.

Ayes: All Nays: None

Meeting adjourned at 11:45 AM

Monroe Dierschke, Jr.
Monroe Dierschke, Jr.

Michael Hoelscher
Michael Hoelscher, Secretary
5-11-06
Date

**WALL INDEPENDENT SCHOOL DISTRICT'S
REPORT OF FINDINGS AND RESOLUTION RELATED TO THE
DETACHMENT AND ANNEXATION OF ~~0312~~ ^{103.932} ACRES OF REAL PROPERTY
IN THE F. KLAMBERG SURVEY 163**

On May 5, 2006, at a lawfully called meeting of the Wall ISD Board of Trustees, a petition was presented to the Wall ISD Board of Trustees seeking to have ^{103.932} acres of real property in the F. Klamberg Survey 163 located near Goodfellow Air Force Base detached from Wall ISD and annexed to San Angelo ISD. At that same meeting a public hearing was conducted in which community members were given an opportunity to present information for the Board's consideration. (number) individuals made comments to the Board.

Following the public hearing, the Wall ISD Board of Trustees made the following findings:

- Both Wall ISD and San Angelo ISD are contiguous to each other.
- The property proposed for detachment includes ~~103.932~~ acres of real property in the F. Klamberg Survey 163 located near Goodfellow Air Force Base.
- The property is owned by the City of San Angelo and has no residents.
- The petition for detachment and annexation was signed by a majority of the surface owners of the taxable property in the territory to be detached.
- A metes and bounds description of the proposed territory to be detached and annexed was included as an exhibit to the petition for detachment and annexation.
- The detachment of the territory in question would not reduce Wall ISD to an area of less than nine square miles.
- Wall ISD does not own any real property in the affected territory.
- The assessed taxable value of the detached area according to the 2006 tax rolls was \$35,748.
- The assessed taxable value of all property in San Angelo ISD according to the 2006 tax rolls was \$2,743,551.20. The detached property is not greater than five percent of the taxable value of all of San Angelo ISD's property.
- The assessed taxable value of all property in Wall ISD according to the 2005 tax rolls was \$157,025.42. The detached property is not greater than five percent of the taxable value of all of Wall ISD's property.

- San Angelo ISD's average student daily attendance is 13,622. The total taxable value of the detached property is not greater than \$5,000 property value per student in average daily attendance.
- Wall ISD's average student daily attendance is 926. The total taxable value of the detached property is not greater than \$5,000 property value per student in average daily attendance.
- The detachment and annexation would have positive social, economic, and educational effects on current and future students because SAN ANGELO ISD COURSE OFFERINGS, VARIETY OF EXTRA-CURRICULAR ACTIVITIES, AND REDUCED TRANSPORTATION COSTS.

Having made the findings stated above, on May 5, 2006, the Wall ISD Board of Trustees adopted a resolution to approve the petition to detach 103.932 acres of real property in the F. Klamberg Survey 163 located near Goodfellow Air Force Base from Wall ISD and annex the same property to San Angelo ISD. The draft minutes of the meeting are attached as Exhibit A.

Accordingly, this report of the action of the Wall ISD Board of Trustees and accompanying minutes are being submitted to the Tom Green County Commissioner's Court as provided by Texas Education Code § 13.051(h) so that the Commissioner's Court may enter an order redefining the boundaries of Wall ISD and San Angelo ISD.

Respectfully submitted,

Monroe Dierschke
 Monroe Dierschke, Wall ISD Board President

Walter Holik
 Walter Holik, Wall ISD Superintendent

5-5-06
 Date

5/5/06
 Date



The City of

San Angelo, Texas

P.O. Box 1751 • Zip 76902

Legal Department
(325) 657-4407
(325) 481-2695 FAX
April 19, 2006

APR 20 2006

Mr. Walter Holik
Superintendent, Wall ISD
P.O. Box 259
Wall, Texas 76957

Re: Petition for Detachment

Dear Mr. Holik,

Enclosed please find an original Petition for Detachment for certain property located in Wall ISD. I am also enclosing a copy of the Petition for Annexation into SAISD.

I have faxed both to your attorney as requested. Please let me know if you have any questions or require anything else.

Thanks for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Mindy Ward".

Mindy Ward
City Attorney

MW/cs
Enclosures

ATTACHMENT "A"

FIELD NOTES

83.932 Acres

January 18, 2006
06-A-0054

Being an area of 83.932 acres of land out of and a part of F. Klamberg Survey 163, Abstract No. 1552 and J. Wagner Survey 162, Abstract No. 3961, City of San Angelo, Tom Green County, Texas and said 83.932 acre tract also being out of that certain 84.2 acre tract described in deed dated October 16, 1973 and recorded in Volume 606, Page 764-765, Deed Records of Tom Green County, Texas and said 83.932 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" galvanized iron pipe found for the southeast corner of this tract and also being the intersection of the east line of said 84.2 acre tract and the north right-of-way line of F. M. Highway 388 and said beginning corner also being the intersection of the west line of W. B. Tyler's Subdivision, Tract 4 (Vol. 2, Pg. 55, Plat Records of Tom Green County, Texas) with the north line of said F. M. Highway 388;

Thence with the south line of this tract and the north line of said F. M. Highway 388, S. 82° 35' 49" W. (Call S. 81° 25' W.) at 615.74 feet pass the southeast corner of a Channel Easement described and recorded in Volume 385, Page 527, Deed Records of Tom Green County, Texas, at 815.74 feet pass the southwest corner of said Channel Easement, in all a total distance of 1056.97 feet to a 1/2" iron rod with cap set for the southwest corner of this tract and from which an 8" fence post bears N. 69° 11' 06" W. 2.21 feet;

Thence with the west line of this tract and said 84.2 acre tract and the east line of a certain Nelson Acres recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas, N. 05° 05' 46" W. (Call N. 06° 26' W.) at 1271.19 feet pass a 1/2" iron rod with cap found at the northeast corner of said Nelson Acres, in all a total distance of 2936.14 feet to a 6" cedar fence post found for an angle corner of this tract and said 84.2 acre tract;

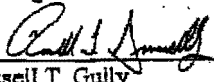
Thence N. 46° 45' 05" E. 368.56 feet (Call N. 47° 29' E. 391.67 feet to a fence corner found for the northwest corner of this tract and in the south bank of Main Concho River;

Thence with the south bank of said Main Concho River with its meanders as follows, S. 59° 17' 53" E. (Call S. 59° 55' E.) 125.33 feet, S. 62° 18' 41" E. (Call S. 59° 55' E.) 197.84 feet, N. 83° 29' 38" E. 319.22 feet (Call N. 82° 38' E. 319.17 feet), S. 86° 56' 43" E. 514.31 feet (Call S. 84° 54' E. 514.17 feet) to a 1/2" iron rod with cap set at fence corner for the northeast corner of this tract and said 84.2 acre tract;

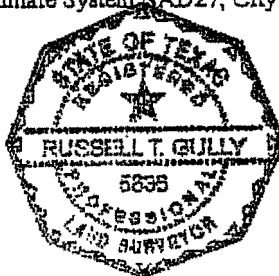
Thence with the east line of this tract and said 84.2 acre tract, S. 01° 26' 55" W. (Call South) 2894.63 feet to the place of beginning and containing an area of 83.932 acres of land.

See Attached Plat of Survey.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo datum.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "B"

FIELD NOTES

20.000 Acres

February 21, 2006
06-A-0054d

Being an area of 20.000 acres of land out of and a part of Friedrich Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 20.000 acre tract also being out of that certain 72.815 acre tract to Mike Dixon and Loren Ammerman by Warranty Deed With Vendor's Lien dated December 4, 2002 and recorded in Volume 1034, Page 546, Official Public Records of Real Property of Tom Green County, Texas and said 20.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap set for the southeast corner of this tract and said 72.815 acre tract and also being the northeast corner of End Street of Nelson Acres as per plat recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas;

Thence with the south line of this tract and said 72.815 acre tract and north line of said Nelson Acres, S. 80° 14' 33" W. 758.68 feet to 1/2" iron rod with cap set for the south southwest corner of this tract;

Thence N. 09° 52' 20" W. 16.55 feet to a 2" fence corner for an ell corner of this tract;

Thence S. 80° 17' 08" W. 547.63 feet to a 1/2" iron rod with cap set for the west southwest corner of this tract;

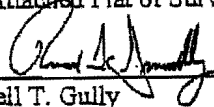
Thence with the west line of this tract and said 72.815 acre tract, N. 01° 14' 52" E. 663.86 feet to a fence corner for angle corner, N. 00° 44' 11" E. 137.44 feet to a 1/2" iron rod with cap set for the northwest corner of this tract;

Thence with the north line of this tract and across said 72.815 acre tract, S. 89° 15' 49" E. 1222.41 feet to a 1/2" iron rod with cap set for the northeast corner of this tract;

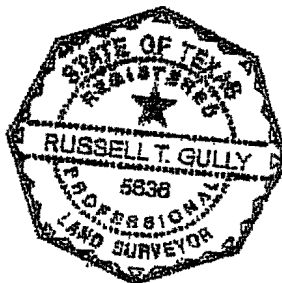
Thence with the east line of this tract and said 72.815 acre tract, S. 05° 05' 46" E. 583.05 feet to the place of beginning and containing an area of 20.000 acres of land.

Bearings recited herein are based upon Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "C"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054e

Being an area of 3.371 acres of land out of and a part of Friedrich Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 3.371 acre tract also being out of that certain 72.815 acre tract to Mike Dixon and Loren Ammerman by Warranty Deed With Vendor's Lien dated December 4, 2002 and recorded in Volume 1034, Page 546, Official Public Records of Real Property of Tom Green County, Texas and said 3.371 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the southeast corner of this tract and in the east line of said 72.815 acre tract and being 583.05 feet N. 05° 05' 46" W. from the southeast corner of said 72.815 acre tract;

Thence with the south line of this tract and across said 72.815 acre tract, N. 89° 15' 49" W. 1222.41 feet to a ½" iron rod with cap set for the southwest corner of this tract;

Thence with the west line of this tract and said 72.815 acre tract, N. 00° 44' 11" E. 181.34 feet to a ½" iron rod with cap set for the northwest corner of this tract;

Thence with the westerly north line of this tract, S. 89° 21' 33" E. 300.52 feet to a ½" iron rod with cap set for the north northeast corner of this tract;

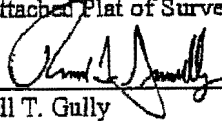
Thence S. 00° 49' 36" W. 81.17 feet to a ½" iron rod with cap set for an ell corner of this tract;

Thence with the easterly north line of this tract, S. 89° 15' 49" E. 911.74 feet to a ½" iron rod with cap set for the east northeast corner of this tract;

Thence with the east line of this tract and said 72.815 acre tract, S. 05° 05' 46" E. 101.19 feet to the place of beginning and containing an area of 3.371 acres of land.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "D"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054f

Being an area of 3.371 acres of land out of F. Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 3.371 acre tract also being out of that certain 83.932 acre tract to City of San Angelo by Warranty Deed dated February 1, 2006 and recorded as Instrument No. 605515, Official Public Records of Real Property of Tom Green County, Texas and said 3.371 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the southwest corner of this tract in the west line of said 83.932 acre tract and being 1955.42 feet N. 05° 05' 46" W. from the southwest corner of said 83.932 acre tract;

Thence with the west line of this tract and said 83.932 acre tract, N. 05° 05' 46" W. 980.72 feet to a 6" cedar fence post for the northwest corner of this tract and an angle corner of said 83.932 acre tract;

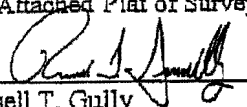
Thence with the northwest line of this tract and said 83.932 acre tract, N. 46° 45' 05" E. 179.01 feet to a point for the northeast corner of this tract;

Thence with the east line of this tract and parallel to the west line of said 83.932 acre tract, S. 05° 05' 46" E. 1105.69 feet to a ½" iron rod with cap set for the southeast corner of this tract;

Thence with the south line of this tract, N. 89° 15' 49" W. 141.50 feet to the place of beginning and containing an area of 3.371 acres of land.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



THE CITY OF SAN ANGELO
LEGAL DEPARTMENT
P.O. Box 1751
San Angelo, Texas 76902
(325) 657-4407
(325) 481-2695 (FAX)

Mindy Ward, City Attorney
Kaye Holland Edwards, Attorney
Linda Sjogren, Attorney
Jeff Betty, Attorney

Kathy Keane, City Clerk
Deborah Michalewicz, Deputy Clerk
Delma Martinez, Legal Assistant
Joanna Howell, Legal Assistant

DATE: 4/18/06
TO: Marquette Marsh
FROM: Mindy Ward
FAX NO. 512-467-9318 PAGES: 12 (including cover page)

Note: Ms. Marsh
Here a copy of the agenda item (#9) and the
petition to Wall ISD and San Angelo ISD for detachment
and annexation of certain property from WISD to SAISD.
Please call me if you need to discuss or need
anything else from me. 325-657-4210
Mindy Ward
City Attorney

CONFIDENTIAL

THE INFORMATION CONTAINED IN THE ATTACHED DOCUMENT(S) IS ATTORNEY-CLIENT PRIVILEGED AND IS CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE NAMED RECIPIENT(S) AND DISSEMINATION, DISTRIBUTION, DISCUSSION OR COPYING IS STRICTLY PROHIBITED WITHOUT PERMISSION OF THE ATTORNEY AND CLIENT. DISSEMINATION, DISTRIBUTION OR DISCUSSION WAIVES THE ATTORNEY-CLIENT PRIVILEGE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

PETITION OF CITY OF SAN ANGELO REQUESTING ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE SAN ANGELO
INDEPENDENT SCHOOL DISTRICT:

The City of San Angelo ("City") is the owner of the area described in Exhibits "A," "B," and "C," save and except the area described in Exhibit "D," each such exhibit being attached hereto and made a part hereof for all purposes. The City hereby petitions the San Angelo Independent School District to annex the area described in Exhibits "A," "B," and "C," save and except the area described in Exhibit "D," inasmuch as the City has requested that this area be detached by the Wall Independent School District.

The area described in Exhibits "A," "B," and "C," save and except the area described in Exhibit "D," is contiguous to the present boundaries of the San Angelo Independent School District. The area to be detached does not have residents and may be detached from the Wall Independent School District and annexed to the San Angelo Independent School District inasmuch as the total taxable value of the property according to the most recent certified appraisal roll for each school district is not greater than (A) five percent of the district's taxable value of all property in that district as determined under Subchapter M, Chapter 403, Government Code; and (B) \$5,000 property value per student in average daily attendance as determined under Section 42.005; and the Wall Independent School District does not own any real property located in the area to be detached. The Wall Independent School District will not be reduced to an area of less than nine square miles.

CITY OF SAN ANGELO, TEXAS

By: *Joseph W. Lown*
Joseph W. Lown, Mayor

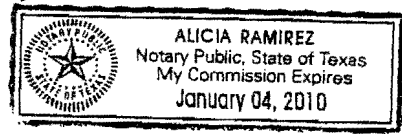
ATTEST:

By: *Alicia Ramirez*
Alicia Ramirez, City Clerk

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

Sworn to and subscribed before me on the 18th day of April, 2006, by Joseph W. Lown, as Mayor of the City of San Angelo, a Texas home rule municipal corporation, on behalf of said corporation.

Alicia Ramirez
Notary Public, State of Texas



ATTACHMENT "A"

FIELD NOTES

83.932 Acres

January 18, 2006

06-A-0054

Being an area of 83.932 acres of land out of and a part of F. Klarnberg Survey 163, Abstract No. 1552 and J. Wagner Survey 162, Abstract No. 3961, City of San Angelo, Tom Green County, Texas and said 83.932 acre tract also being out of that certain 84.2 acre tract described in deed dated October 16, 1973 and recorded in Volume 606, Page 764-765, Deed Records of Tom Green County, Texas and said 83.932 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/4" galvanized iron pipe found for the southeast corner of this tract and also being the intersection of the east line of said 84.2 acre tract and the north right-of-way line of F. M. Highway 388 and said beginning corner also being the intersection of the west line of W. B. Tyler's Subdivision, Tract 4 (Vol. 2, Pg. 55, Plat Records of Tom Green County, Texas) with the north line of said F. M. Highway 388;

Thence with the south line of this tract and the north line of said F. M. Highway 388, S. 82° 35' 49" W. (Call S. 81° 25' W.) at 615.74 feet pass the southeast corner of a Channel Easement described and recorded in Volume 385, Page 527, Deed Records of Tom Green County, Texas, at 815.74 feet pass the southwest corner of said Channel Easement, in all a total distance of 1056.97 feet to a 1/2" iron rod with cap set for the southwest corner of this tract and from which an 8" fence post bears N. 69° 11' 06" W. 2.21 feet;

Thence with the west line of this tract and said 84.2 acre tract and the east line of a certain Nelson Acres recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas, N. 05° 05' 46" W. (Call N. 06° 26' W.) at 1271.19 feet pass a 1/4" iron rod with cap found at the northeast corner of said Nelson Acres, in all a total distance of 2936.14 feet to a 6" cedar fence post found for an angle corner of this tract and said 84.2 acre tract;

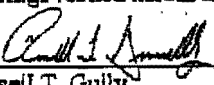
Thence N. 46° 45' 05" E. 368.56 feet (Call N. 47° 29' E. 391.67 feet to a fence corner found for the northwest corner of this tract and in the south bank of Main Concho River;

Thence with the south bank of said Main Concho River with its meanders as follows, S. 59° 17' 53" E. (Call S. 59° 55' E.) 125.33 feet, S. 62° 18' 41" E. (Call S. 59° 55' E.) 197.84 feet, N. 83° 29' 38" E. 319.22 feet (Call N. 82° 38' E. 319.17 feet), S. 86° 56' 43" E. 514.31 feet (Call S. 84° 54' E. 514.17 feet) to a 1/4" iron rod with cap set at fence corner for the northeast corner of this tract and said 84.2 acre tract;

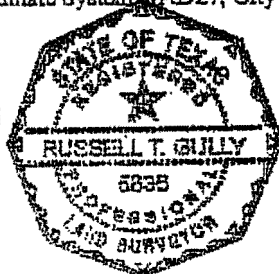
Thence with the east line of this tract and said 84.2 acre tract, S. 01° 26' 55" W. (Call South) 2894.63 feet to the place of beginning and containing an area of 83.932 acres of land.

See Attached Plat of Survey.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo datum.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "B"

FIELD NOTES

20.000 Acres

February 21, 2006
06-A-0054d

Being an area of 20.000 acres of land out of and a part of Friedrich Klarnberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 20.000 acre tract also being out of that certain 72.815 acre tract to Mike Dixon and Loren Ammenman by Warranty Deed With Vendor's Lien dated December 4, 2002 and recorded in Volume 1034, Page 546, Official Public Records of Real Property of Tom Green County, Texas and said 20.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap set for the southeast corner of this tract and said 72.815 acre tract and also being the northeast corner of End Street of Nelson Acres as per plat recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas;

Thence with the south line of this tract and said 72.815 acre tract and north line of said Nelson Acres, S. 80° 14' 33" W. 758.68 feet to 1/2" iron rod with cap set for the south southwest corner of this tract;

Thence N. 09° 52' 20" W. 16.55 feet to a 2" fence corner for an ell corner of this tract;

Thence S. 80° 17' 08" W. 547.63 feet to a 1/2" iron rod with cap set for the west southwest corner of this tract;

Thence with the west line of this tract and said 72.815 acre tract, N. 01° 14' 52" E. 663.86 feet to a fence corner for angle corner, N. 00° 44' 11" E. 137.44 feet to a 1/2" iron rod with cap set for the northwest corner of this tract;

Thence with the north line of this tract and across said 72.815 acre tract, S. 89° 15' 49" E. 1222.41 feet to a 1/2" iron rod with cap set for the northeast corner of this tract;

Thence with the east line of this tract and said 72.815 acre tract, S. 05° 05' 46" E. 583.05 feet to the place of beginning and containing an area of 20.000 acres of land.

Bearings recited herein are based upon Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "C"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054e

Being an area of 3.371 acres of land out of and a part of Friedrich Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 3.371 acre tract also being out of that certain 72.815 acre tract to Mike Dixon and Loren Ammerman by Warranty Deed With Vendor's Lien dated December 4, 2002 and recorded in Volume 1034, Page 546, Official Public Records of Real Property of Tom Green County, Texas and said 3.371 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the southeast corner of this tract and in the east line of said 72.815 acre tract and being 583.05 feet N. 05° 05' 46" W. from the southeast corner of said 72.815 acre tract;

Thence with the south line of this tract and across said 72.815 acre tract, N. 89° 15' 49" W. 1222.41 feet to a ½" iron rod with cap set for the southwest corner of this tract;

Thence with the west line of this tract and said 72.815 acre tract, N. 00° 44' 11" E. 181.34 feet to a ½" iron rod with cap set for the northwest corner of this tract;

Thence with the westerly north line of this tract, S. 89° 21' 33" E. 300.52 feet to a ½" iron rod with cap set for the north northeast corner of this tract;

Thence S. 00° 49' 36" W. 81.17 feet to a ½" iron rod with cap set for an ell corner of this tract;

Thence with the easterly north line of this tract, S. 89° 15' 49" E. 911.74 feet to a ½" iron rod with cap set for the east northeast corner of this tract;

Thence with the east line of this tract and said 72.815 acre tract, S. 05° 05' 46" E. 101.19 feet to the place of beginning and containing an area of 3.371 acres of land.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "D"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054f

Being an area of 3.371 acres of land out of F. Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 3.371 acre tract also being out of that certain 83.932 acre tract to City of San Angelo by Warranty Deed dated February 1, 2006 and recorded as Instrument No. 605515, Official Public Records of Real Property of Tom Green County, Texas and said 3.371 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap set for the southwest corner of this tract in the west line of said 83.932 acre tract and being 1955.42 feet N. 05° 05' 46" W. from the southwest corner of said 83.932 acre tract;

Thence with the west line of this tract and said 83.932 acre tract, N. 05° 05' 46" W. 980.72 feet to a 6" cedar fence post for the northwest corner of this tract and an angle corner of said 83.932 acre tract;


Thence with the northwest line of this tract and said 83.932 acre tract, N. 46° 45' 05" E. 179.01 feet to a point for the northeast corner of this tract;

Thence with the east line of this tract and parallel to the west line of said 83.932 acre tract, S. 05° 05' 46" E. 1105.69 feet to a 1/2" iron rod with cap set for the southeast corner of this tract;

Thence with the south line of this tract, N. 89° 15' 49" W. 141.50 feet to the place of beginning and containing an area of 3.371 acres of land.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "A"

FIELD NOTES

83.932 Acres

January 18, 2006

06-A-0054

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Beginning at a 1/2" galvanized iron pipe found for the southeast corner of this tract and also being the intersection of the east line of said 84.2 acre tract and the north right-of-way line of F. M. Highway 388 and said beginning corner also being the intersection of the west line of W. B. Tyler's Subdivision, Tract 4 (Vol. 2, Pg. 55, Plat Records of Tom Green County, Texas) with the north line of said F. M. Highway 388;

Thence with the south line of this tract and the north line of said F. M. Highway 388, S. 82° 35' 49" W. (Call S. 81° 25' W.) at 615.74 feet pass the southeast corner of a Channel Easement described and recorded in Volume 385, Page 527, Deed Records of Tom Green County, Texas, at 815.74 feet pass the southwest corner of said Channel Easement, in all a total distance of 1056.97 feet to a 1/2" iron rod with cap set for the southwest corner of this tract and from which an 8" fence post bears N. 69° 11' 06" W. 2.21 feet;

Thence with the west line of this tract and said 84.2 acre tract and the east line of a certain Nelson Acres recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas, N. 05° 05' 46" W. (Call N. 06° 26' W.) at 1271.19 feet pass a 1/2" iron rod with cap found at the northeast corner of said Nelson Acres, in all a total distance of 2936.14 feet to a 6" cedar fence post found for an angle corner of this tract and said 84.2 acre tract;

Thence N. 46° 45' 05" E. 368.56 feet (Call N. 47° 29' E. 391.67 feet to a fence corner found for the northwest corner of this tract and in the south bank of Main Concho River;

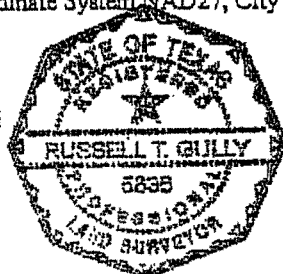
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Thence with the east line of this tract and said 84.2 acre tract, S. 01° 26' 55" W. (Call South) 2894.63 feet to the place of beginning and containing an area of 83.932 acres of land.

See Attached Plat of Survey.

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Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "B"

FIELD NOTES

20.000 Acres

February 21, 2006
06-A-0054d

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Beginning at a ½" iron rod with cap set for the southeast corner of this tract and said 72.815 acre tract and also being the northeast corner of End Street of Nelson Acres as per plat recorded in Volume 1, Page 333, Plat Records of Tom Green County, Texas;

Thence with the south line of this tract and said 72.815 acre tract and north line of said Nelson Acres, S. 80° 14' 33" W. 758.68 feet to ½" iron rod with cap set for the south southwest corner of this tract;

Thence N. 09° 52' 20" W. 16.55 feet to a 2" fence corner for an ell corner of this tract;

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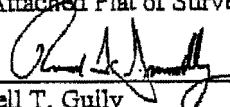
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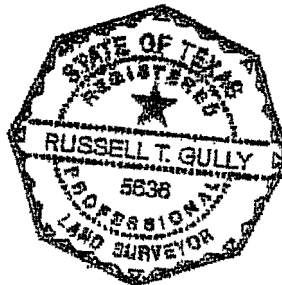
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See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "C"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054e

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Thence with the south line of this tract and across said 72.815 acre tract, N. 89° 15' 49" W. 1222.41 feet to a ½" iron rod with cap set for the southwest corner of this tract;

Thence with the west line of this tract and said 72.815 acre tract, N. 00° 44' 11" E. 181.34 feet to a ½" iron rod with cap set for the northwest corner of this tract;

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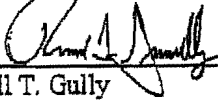
Thence S. 00° 49' 36" W. 81.17 feet to a ½" iron rod with cap set for an ell corner of this tract;

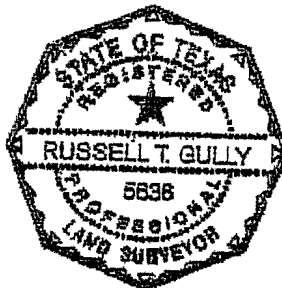
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Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.


Russell T. Gully
Registered Professional Land Surveyor No. 5636



ATTACHMENT "D"
FIELD NOTES

3.371 Acres

February 21, 2006
06-A-0054f

Being an area of 3.371 acres of land out of F. Klamberg Survey 163, Abstract No. 1552, City of San Angelo, Tom Green County, Texas and said 3.371 acre tract also being out of that certain 83.932 acre tract to City of San Angelo by Warranty Deed dated February 1, 2006 and recorded as Instrument No. 605515, Official Public Records of Real Property of Tom Green County, Texas and said 3.371 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the southwest corner of this tract in the west line of said 83.392 acre tract and being 1955.42 feet N. 05° 05' 46" W. from the southwest corner of said 83.932 acre tract;

Thence with the west line of this tract and said 83.932 acre tract, N. 05° 05' 46" W. 980.72 feet to a 6" cedar fence post for the northwest corner of this tract and an angle corner of said 83.932 acre tract;

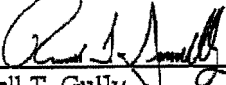
Thence with the northwest line of this tract and said 83.932 acre tract, N. 46° 45' 05" E. 179.01 feet to a point for the northeast corner of this tract;

Thence with the east line of this tract and parallel to the west line of said 83.932 acre tract, S. 05° 05' 46" E. 1105.69 feet to a ½" iron rod with cap set for the southeast corner of this tract;

Thence with the south line of this tract, N. 89° 15' 49" W. 141.50 feet to the place of beginning and containing an area of 3.371 acres of land.

Bearings recited herein are based on Texas Coordinate System NAD27, City of San Angelo Datum.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636



**Minutes of Special Meeting
The Board of Trustees
San Angelo ISD**

A Special meeting of the Board of Trustees of San Angelo ISD was held May 4, 2006, beginning at 12:00 PM in the San Angelo ISD Administration Building, board room, 1621 University, San Angelo, Texas 76904.

1. Call to Order and Establish Quorum

The meeting was called to order at 12:03 p.m.

Present: Board of Trustees – Dan Baker, Tim Archer, Gerard Gallegos and Max Parker

Absent: Lanny Layman, Terry Bader, Johnny Silvas

Present: Administration, Staff and Others – Dr. Pugh, Joanne Rice, Jeff Bright, Jamie Highsmith, Steve Van Hoozer, KLST, Laurie Whiteaker and others

2. Public Hearing On City Of San Angelo's Petition To Annex 107.303 Acres

Presenter: Jeff Bright

A public hearing was held concerning the city of San Angelo's petition to annex 107.303 acres of land.

3. Consider Resolution On Petition For Annexation

Presenter: Jeff Bright

A motion to approve the resolution regarding the City's petition for annexation.

Motion: Tim Archer

Second: Max Parker

Passed: 4-0

4. Adjournment

Hearing no objection the board adjourned at 12:08 p.m.

Approved:

President Lanny Layman

Secretary Max Parker

RESOLUTION ON PETITION FOR ANNEXATION

WHEREAS, the board of trustees of San Angelo Independent School District received a petition from the City of San Angelo to annex approximately 107 acres out of the F. Klamberg Survey 163 and J. Wagner Survey 162, Tom Green County, Texas, such tract now located within the boundaries of Wall Independent School District and sought to be detached from that school district; and

WHEREAS, the board of trustees determined that the petition was valid and met the requirements of Texas Education Code section 13.051 (b); and


WHEREAS, the board of trustees of San Angelo Independent School District published proper notice of and conducted a hearing on the matter of the petition on May 4, 2006, and received comments from all persons interested in the petition; and

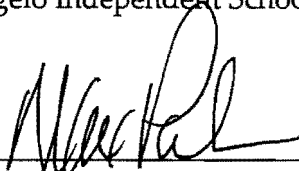
WHEREAS, the board of trustees considered the educational interests of current students residing or future students expected to reside in the affected territory and the social, economic, and educational effects of the proposed boundary change, and the board of trustees finds:

1. That there are no current residents of the affected territory or current students in the affected territory;
2. That, based on the board's current information, future students are expected to reside within the affected territory, which will be used in part for the construction of housing for Goodfellow Air Force Base;
3. That the educational interests of future student residents of the affected territory will be served by the territory's annexation to San Angelo ISD, which provides greater variety in course offerings than Wall ISD, greater variety of extracurricular activities, and strong vocational and technology education opportunities;
4. That there will be no social effects on either district because the affected territory has no current residents or students;
5. That there will be a beneficial economic effect on San Angelo ISD if annexation is approved because the district can reasonably foresee increased student enrollment based on residents of the area who are affiliated with Goodfellow AFB, which will increase funding for San Angelo public schools; and
6. That there will be no educational effect on either district because the affected district has no residents or students.

NOW, THEREFORE, BE IT RESOLVED that based on the above findings, the Petition from the City of San Angelo for Annexation of approximately 107 acres, petitioned for Detachment from Wall Independent School District, be **APPROVED.**

Adopted by the Board of Trustees, San Angelo Independent School District, at a lawfully called meeting on May 4, 2006.

for 
Lanny Layman
President of the Board


Max Parker
Secretary of the Board

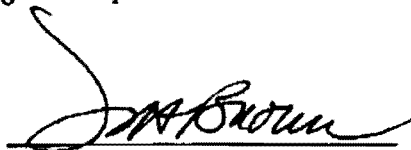
ORDER**THE COMMISSIONERS COURT OF TOM GREEN COUNTY, TEXAS,**

having received a resolution dated May 5, 2006, from the Board of Trustees of Walls Independent School District, Tom Green County, Texas, granting the Petition of the City of San Angelo to detach approximately 104 acres out of the F. Klamburg Survey 163 and J. Wagner Survey 162, Tom Green County from Walls Independent School District and having also received a resolution dated May 4, 2006, from the Board of Trustees of San Angelo Independent School District, Tom Green County, Texas, granting the Petition of the City of San Angelo to annex the same territory to the San Angelo Independent School District, and

having acknowledged and approved the transfer of property as reflected in the Petition of the City of San Angelo at the Commissioners Court meeting of May 23, 2006, does hereby, in accordance with its duties under Texas Education Code section 13.051 (i)

ORDER

that the respective boundaries of Walls Independent School District and San Angelo Independent School District are redefined such that the approximately 104 acres described in the Petition of the City of San Angelo are now included within the boundaries of San Angelo Independent School District.



Michael D. Brown, County Judge
of Tom Green County, Texas,
acting in his official capacity
and not individually

DATE:

May 23, 2006

Frank Russell Company
Russell University
909 A Street
Tacoma, WA 98402



Certificate of Attendance
This certificate is presented to

Matt Lewis

In recognition of professional achievement having successfully completed

Russell Summit 2006 (Institutional)

VOL. 84 PG. 348

Field of Study: Consulting

Sponsor Number: 102785

CPE Credits: 10

Date: March 4 – 7, 2006

Signature:

Deysh S. Beaudoin

CFP® Subject Code: Investment Planning

CFP® Credits: 10

Location: Hollywood, FL

Delivery: Live

In accordance with standards of the National Registry of CPE Sponsors, CPE credits have been based on a 50-minute hour.



AB

**TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System**

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Steve Sturtz	TITLE: CEA AG /NR
COUNTY: Tom Green	MONTH: April

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
4/3-4/8	GPS Training (Ft. Stockton) 4-H project selection/ Producer Sale management sheep and goats (Christoval, San Angelo)	546		
4/10- 4/15	4-H Livestock Judging practice and contest (Levelland). Natural Resource Leadership Course (Jasper). TWA/TSCRA Planning Meeting 4-H Project Management Selection - Cattle, Goats & Sheep. Producer Mangement Cotton, Rangeland, Livestock (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1450		
4/17-4/22	Forage Training (Kerrville), District 4-H Livestock Judging Meetings-2 (ASU, District Office) Natural Resource Field Day Planning Meeting. 4-H Project Management/ Selection Goats & Sheep (Garden City, Lamesa, Big Spring, Wall, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	1265		
4/24-4/29	TCEQ Pesticide Clean Up Day (Wall) State Master Volunteer Livestock Committee Meeting - San Angelo. Natural Resource Field Day- District Office. 4-H Project Management Cattle, Goats & Sheep (Wall, Christoval, Water Valley, Grape Creek). Office Mgmt (Reports, Mail, E-Mail, Phone).	785		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		4046	0	0

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

DATE: April		NAME: Steve Sturtz		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
142	40	112	2	
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		38	2	336

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
5/2	D7 Livestock Judging & Meats Judging (San Angelo)
5/4	TWA/TSCRA Planning Meeting (District Office)
5/4	Livestock Association Meeting
5/5	Shamrock Shuffle Planning Meeting
5/6	District 7 Round-up (ASU)
5/9	Farm Bill Hearings (ASU)
5/10-5/11	TWA/ TSCRA Field Day (San Angelo)
5/10-5/12	D7 TCAAA Training/Retreat Centennial
5/13-5/14	Lamb and Goat Sales (San Angelo, Brownwood, Stephenville)
5/16-5/19	SALE Leadership Training (College Station)
5/24-5/25	Emergency Preparedness Meeting (Ft Worth)

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

DATE: April 06		NAME: John Begnaud		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
466	53	18		1
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
42	5	12	17	

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
5-1	San Saba Pecan Field Day
5-2	ESP Board Meeting-Brownwood
5-4	Kiwanis Club Program
5-5,6	District 4-H soils Judging contest
5-8	Irion County Horticulture Program
5-9	Concho Valley Master Gardener Meeting and Elections
5-10-12	TCAAA annual district retreat
5-15	Xeriscape Program- Abilene
5-16,17	Extension Disaster Preparedness training-Lubbock
5-18,19	Kids, Kows and More
5-22	Dossier Training
5-25	Baptist Memorials Water Conservation Landscaping Program
5-31	Extension Horticulture Retreat-Fort Worth

DATE: April		NAME: Garry Branham		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
37	22	678	1	439
RADIO	TELEVISION	FIELD VISITS	PROGRAMS	TOTAL
		10	32	1219

MAJOR PLANS FOR NEXT MONTH:	
DATE	ACTIVITY
1	Council Meeting
2	District Livestock Judging Contest
4	Fair Meeting
6	District Roundup
9	Shamrock Shuffle Meeting
10-12	TCAAA Meeting
15	Animal Shelter Meeting
16-17	Disaster Preparedness Training
18-19	Kids, Kows & More
22	Career Ladder Training
23	Shamrock Shuffle Meeting
24-25	4-H Summit
30	Grand Opening

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Michael D. Brown**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 21st day of March, 2006.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 06-22979P

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CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Michael D. Brown**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 21st day of March, 2006.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

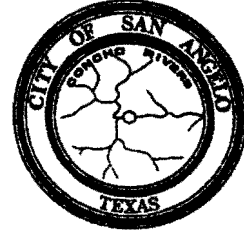
Certificate No.: 06-22978M

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The City Of

San Angelo, Texas

P.O. Box 1751 - Zip 76902



April 28, 2006

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

RE: Sale of Tax Foreclosure Property(s) – Lots 4, 5 & 6, Block 1, Lasker Addn.. Suit
No: B-4673-B and TAX89-0212-B

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in March 1987 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The size of all lots combined is 150' x 140' and is located in the 200 Block of West 15th Street.

The City has received an offer from Raul & Mary Valencia in the amount of \$ 3,583.00 for the purchase of the property.

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

Listed below is a breakdown of the amounts owed.

Lots 4, 5 & 6, Block 1, Lasker Addition

Taxes	\$ 5,308.17
District Clerk	369.00
Sheriff Fees	158.22
Attorney Fees	391.88
Admin	<u>350.00</u>
	\$ 6,577.37

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

Sincerely,

Sheila Carver

Sheila Carver
Property Management Tech
City of San Angelo



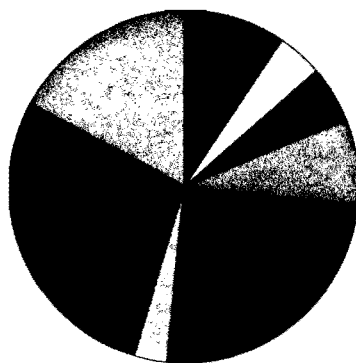
Tom Green County
Executive Technology Service Report
provided by CalTech
1/1/2006 - 3/31/2006

Total Service Time:	157.25
Total Project Time:	10.50
Emergency Incidents Used:	7
Total Contract Time Used:	139.75
Other Time (Travel):	0.00

Contract Time Used by Contacts

Susan Counts	139.25
Mitch Mitchell	0.50

Contract Time by Problem Category



■ Backup System Problem	7.5%
■ Equipment List	2.1%
□ Internet Problem	4.1%
■ LAN/WAN Problem	5.2%
■ Maintenance	7.8%
■ Misc	25.0%
■ PC Problem	3.0%
■ Projects	27.8%
■ Research	0.5%
□ Server Problem	17.0%
Total:	100.0%

**MEMORANDUM OF UNDERSTANDING
SAN ANGELO ISD'S
ALTERNATIVE CAMPUS EDUCATION SERVICES (A.C.E.S)
DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding ("MOU") between San Angelo Independent School District ("SAISD"), Tom Green County, a political subdivision of the State of Texas ("TGC"), and the Tom Green County Juvenile Probation Department ("TGCJPD") is entered under the authority of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Section 37.013 of the Texas Education Code. The subject of the MOU is SAISD's Alternative Campus Education Services ("A.C.E.S."), a disciplinary alternative education program in accordance with Section 37.008 of the Texas Education Code, and the services to be provided in that program by the TGCJPD. The location of the program is the Tom Green County Juvenile Justice Center ("JJC"), 1253 W. 19th Street, San Angelo, Tom Green County, Texas.

PURPOSE AND BENEFIT

1. SAISD, TGC, and TGCJPD enter this MOU for the purpose of providing an additional disciplinary alternative education program for SAISD that will also have support and assistance from TGCJPD through assignment of one or more juvenile probation officers to the program, in accordance with the terms of the MOU. The A.C.E.S. program will serve those SAISD students who are persistent or serious offenders who have not been successful in the SAISD's Carver Learning Center ("CLC").
2. SAISD will benefit from this MOU by having an additional, more structured setting as an alternative to expulsion for those students whose school conduct would otherwise result in expulsion. TGCJPD will benefit by having an opportunity to more closely supervise juvenile offenders and to provide additional services to those individuals.

TERM, TERMINATION AND AMENDMENT

3. This MOU shall be effective June 1, 2006, and will continue until May 31, 2007. On June 1, 2007, the MOU will renew for a one-year period, June 1, 2007 to May 31, 2008, unless any party terminates the MOU in writing according to terms of this MOU.
4. This MOU may be terminated by any party by giving thirty (30) days written notice to the other parties, with or without cause. The decision to

terminate the MOU must be made by the governing body of the party in an open meeting, according to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

5. This MOU may be amended at any time provided the amendment is in writing, approved by the governing body of each party, and executed by each party.

COUNTY RIGHTS AND RESPONSIBILITIES

6. TGC shall provide and make available to SAISD for their exclusive use and control one portable building located on the premises of the Tom Green County Juvenile Justice Center to house the A.C.E.S. program. Further, the terms of the separate Lease Agreement between TGC and SAISD shall address and control issues related to the facility itself.

JUVENILE PROBATION DEPARTMENT'S RIGHTS AND RESPONSIBILITIES

7. TGCJPD shall provide a juvenile probation officer to provide life skills training and behavior modification counseling for students assigned by SAISD to the A.C.E.S. program. TGCJPD will make reasonable efforts to ensure that a juvenile probation officer is assigned to the A.C.E.S. program for each year this MOU is in effect; however, the obligation to provide a probation officer is subject to the availability of funds and staffing, as determined solely by the TGCJPD. In addition to life skills training and behavior modification counseling, the juvenile probation officer shall serve as a student monitor and carry out related court work and other probation duties and responsibilities for adjudicated students while assigned to the A.C.E.S. program.

8. TGCJPD shall also provide a part-time drug and alcohol abuse counselor for the A.C.E.S. program; however, the obligation to provide a part-time drug and alcohol abuse counselor is subject to the availability of funds and staffing, as determined solely by the TGCJPD.

9. The juvenile probation officer and part-time drug and alcohol abuse counselor shall at all times while providing services to the A.C.E.S. program be employees of TGCJPD and shall be under the direct supervision and control of TGCJPD.

10. TGCJPD shall maintain workers' compensation insurance for its employees assigned to the A.C.E.S. program, as required by law.

SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES

11. SAISD shall provide all necessary instructional staff, which shall include at a minimum a full-time certified teacher and a full-time aide, and instructional materials required for delivering an educational program, in accordance with Texas Education Code Section 37.008, to students assigned to the A.C.E.S. program as an alternative to expulsion from Carver Learning Center or, in the case of a student who commits an offense that requires expulsion from school under Texas Education Code Section 37.007, from any other SAISD campus.
12. All staff of SAISD shall at all times while providing services to the A.C.E.S. program be employees of SAISD and shall be under the direct supervision and control of SAISD.
13. Except as otherwise provided in this MOU, SAISD shall be responsible for all costs and expenses associated with operation of the A.C.E.S. program, including the equipment, materials and supplies.
14. SAISD shall maintain workers' compensation insurance for its employees assigned to the A.C.E.S. program, as required by law.

INSURANCE

15. SAISD shall maintain property and casualty insurance sufficient to cover the furniture, equipment, supplies, and other SAISD personal property associated with the A.C.E.S. program.
16. Each participating party of this MOU is a governmental entity, with varying extents of governmental immunity and potential for liability. All parties are subject to constitutional limits on their ability to insure or indemnify other parties. Therefore, each participating party shall also maintain sufficient insurance, as determined by each entity, to cover the entity and its employees from potential exposure or claims for personal injury or other legal liability that may arise from the operation of the A.C.E.S. program.

APPROVED AND AGREED:

San Angelo Independent School District

By Joanne Rice
Joanne Rice, Acting Superintendent

Date: 6/5/06

Tom Green County

By Michael D. Brown

Michael D. Brown, County Judge
of Tom Green County, Texas,
acting in his official capacity
and not individually

Date: May 23, 2006

Tom Green County Juvenile Probation Department

By Mark Williams

Mark Williams, Chief Juvenile
Probation Officer

Date: 5/23/06

LEASE AGREEMENT

This Lease Agreement ("Agreement") is between Tom Green County, a political subdivision of the State of Texas, acting by and through its duly authorized representative, Michael D. Brown, County Judge ("Lessor") and the San Angelo Independent School District, acting by and through its duly authorized representative, Lanny Layman, Board President ("Lessee") upon the terms, provisions, and conditions set forth below:

I.

Lessor, in consideration of the stated compensation and the mutual covenants and conditions below, leases to Lessee the following real property ("premises") for a term of one year commencing on June 1, 2006, and ending on May 31, 2007, such real property being described as follows:

One portable building and the immediately surrounding property located at the Tom Green County Juvenile Justice Center ("TCJJC"), 1253 W. 19th Street, San Angelo, Tom Green County, Texas.

II.

Lessee may use the premises for operation of a disciplinary alternative education program, Alternative Campus Education Services ("A.C.E.S.").

III.

Lessee shall pay to Lessor the sum of \$1,400 per year as rental for the premises, to be paid to Lessor at 113 W. Beauregard Ave., San Angelo, Texas, on the first day of June for each year that this Agreement is in effect.

IV.

Lessee shall be solely responsible for the maintenance, repair and upkeep of the premises and for the payment of all utilities associated with and necessary for the operation of the A.C.E.S. program. Utilities includes water, electricity, heating, and telephones.

Lessee shall be authorized to make alterations to or improvements on premises, including any additional wiring or cabling, to ensure that premises are suitable for the authorized use, at its sole expense, and as authorized in writing by Lessor.

V.

Lessee shall have peaceable and exclusive possession of the premises, and shall not be subject to divestiture except upon mutual termination by Lessor and Lessee.

VI.

Any notice required or permitted to be given or served by Lessor to Lessee shall be deemed given when mailed, postage prepaid, properly addressed to Lessee for delivery by certified or registered mail. Any notice required or permitted to be given by Lessee to Lessor shall be deemed given when mailed to Lessor, postage prepaid, properly addressed to Lessor for delivery by certified mail.

The address for notices required or permitted under this Lease are:

For Lessor

Hon. Michael D. Brown
County Judge
Tom Green County
122 West Harris
San Angelo, Texas 76903

For Lessee

Joanne Rice
Acting Superintendent
San Angelo ISD
1621 University Ave.
San Angelo, Texas 76904-5164

Until changed, notices and communications to Lessor and Lessee shall be sent to the addresses as shown above but each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least 15-days' written notice.

VII.

LESSEE ACKNOWLEDGES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PREMISES OR ANY OF THE IMPROVEMENTS LOCATED IN THE BUILDING. LESSEE AGREES THAT THIS LEASE CONSTITUTES SUFFICIENT WARNING THAT DANGEROUS CONDITIONS, RISKS, AND HAZARDS MAY EXIST AT PREMISES. LESSEE ACCEPTS THESE PREMISES AS IS AND WHERE IS AND AGREES THAT LESSEE WILL NOT FILE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST LESSOR RELATED TO ITS USE OF THE PORTABLE BUILDING AND PREMISES.

VIII.

This Agreement contains the complete expression of the agreement between the parties, and there are no premises, representations, agreements, warranties or inducements except those made and set out in this Agreement. No alterations of any of its terms, covenants, or conditions shall be binding unless reduced to writing and signed by the parties. It is agreed that all of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law.

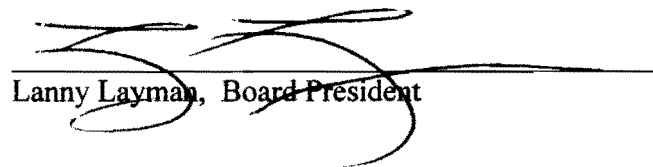
IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the 23
day of May, 2006.

TOM GREEN COUNTY



Michael D. Brown, County Judge of Tom Green
County, Texas, acting in his official capacity and
not individually

SAN ANGELO INDEPENDENT SCHOOL
DISTRICT



Lanny Layman, Board President

Purchase Agreement

This agreement is made and entered into this 23 day of May, 2006, by and between Tom Green County ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Hardware Install Location

Tom Green County Courthouse

System Administrator/Client Project Manager

Contact: Sherri Woodfin
Phone: (325) 659-6578

Equipment/Item Description	Qty	Unit Price	Extended Amount
Set-up Installation and Training	2	\$1,000	\$2,000
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	Subtotal Charge		\$ 2,000
	Purchase Price		\$ 2,000
	Deposit (25%)		\$ 500

Client

Tom Green County

County

Mike Brown

Contact Name (Print)

County Judge

Title/Position

[Signature]

Authorized Signature

5-23-06

Date

Tyler Technologies, Inc. | The Software Group Division

Glenn Smith

Contact Name (Print)

President

Title/Position

Authorized Signature

Date

Terms and Conditions

1. Agreement to Sell and Purchase Equipment.

For the Purchase Price stated on the face hereof, Tyler agrees to sell and deliver to Client, and Client agrees to purchase and accept from Tyler the Equipment described and listed on the face hereof or any continuation sheets hereof.

2. Sub-license of the Program.

For the purpose of this paragraph and if applicable to the Equipment, the term "Program" shall mean the Supplier's operating system software. For the Purchase Price, Tyler agrees to obtain for Client from the Supplier of each item of Equipment a non-exclusive, non-assignable sub-license to use and practice the Program. The sub-license does not grant to Client the right to produce, publish, or license the Program to others, or to use the Program in any manner other than with the Equipment. Client acknowledges and agrees that the entire right and title to the Program and the material therein contained is and shall remain the property of Supplier and has been expressly reserved unto Supplier. Client further acknowledges and agrees that Supplier has exclusive right to protect by copyright or otherwise, to produce, publish, sell and distribute the Program and all material therein contained. The provisions of this subparagraph shall be considered as a third-party beneficiary contract for the benefit of the supplier and enforceable by the Supplier.

3. Purchase Price and Method of Payment.

Client agrees to pay to Tyler and Tyler agrees to accept from Client, as payment in full for the Equipment, the Purchase Price in the following manner and at the following times:

- (1) Twenty-five percent (25%) of the Purchase Price upon execution of the Purchase Agreement by both and
- (2) The remaining balance of the unit price of each item of Equipment delivered to Client within ten (10) days after said Equipment is delivered.

4. Costs and Taxes.

The Purchased Price does not include shipment costs for the Equipment from the Supplier's place of manufacture to Client's installation site and insurance while the same is in transit. Also, the Purchase Price does not include any taxes or other government impositions, including without limitation, sales and use taxes. All such costs of shipping, freight, warehousing, handling, insurance, taxes, and government impositions, if any, shall be invoiced separately to Client and Client shall pay the same in addition to the purchase Price.

5. FOB Point.

Delivery of each unit of Equipment shall be F.O.B. supplier's place of manufacture.

6. Schedule of Delivery.

Delivery of each unit of Equipment shall take place within ninety (90) days after execution of this Purchase Agreement by both of the parties; provided, however, that Tyler shall have no liability to Client for delays in delivery due to causes beyond the control and without the fault or negligence of Tyler, such as but not limited to, acts of God, acts of government, fire, flood, strikes, embargos, material shortages, delays in transportation, and client's failure to or delay in signing the non-exclusive sub-license agreement.

7. Installation of Equipment and Acceptance.

Upon the completion of the installation, Client shall obtain from the installer a Certificate of Completion of Installation, or similar document, which Certificate or similar document shall constitute Client's acceptance of the Equipment and Program. Such acceptance shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and rights and remedies available to Client under the Paragraph hereof entitled Warranties.

8. Site Requirements.

Client shall provide a suitable environment, location, and space for the installation and operation of the Equipment, which space shall be free from excessive personnel traffic, dust and smoke. Client shall provide sufficient and adequate electrical circuits for the Equipment in accordance with Supplier's specifications for said Equipment. Client shall provide for the installation of the CRT cable, printer cable, and communications cable to the specifications of the Supplier.

9. Warranties.

(a) Tyler warrants that each unit of Equipment shall be new and unused, and, if Client fully and faithfully performs each and every obligation required of it including making all payments hereunder when due, Client's title to each unit of Equipment shall be free and clear of all liens and encumbrances arising through Tyler.

(b) The parties understand and agree that Tyler is not the manufacturer of the Equipment. As such, Tyler does not warrant or guarantee the condition of the Equipment or the operational characteristics of the Equipment. Tyler hereby grants and gives to Client any warranty adjustments Tyler may receive from the manufacturer or Supplier of the Equipment.

(c) THIS PARAGRAPH CONTAINS ALL THE REPRESENTATION AND WARRANTIES OF Tyler. NO OTHER WARRANTIES ARE APPLICABLE TO THIS PURCHASE AGREEMENT OR THE EQUIPMENT DELIVERED HEREUNDER INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED OR PARTICULAR PURPOSE.

10. Security Interest in Tyler.

Client hereby grants to Tyler a security interest in each unit of Equipment delivered hereunder from the time of its delivery until its Purchase Price is paid in full to secure payment of any remaining balances of its Purchase Price. Tyler may enforce its security interest in any manner provided by the laws of the State of Texas. Client agrees upon the request of Tyler, to sign any documents necessary to perfect or to continue perfected the security interest of Tyler.

11. Separate License Agreement.

The parties understand and agree that this Purchase Agreement contains no rights and remedies for either party related to any separate Software License Agreement between the parties. The rights and remedies of either party relating to any licensed software product and its use on and with the Equipment shall be as stated in said separate License Agreement.

12. Equipment Maintenance.

It shall be the responsibility of Client to repair and maintain the Equipment after its acceptance.

13. Limitations on Liability.

Tyler's liability for damages arising out of or in connection with this Purchase Agreement, whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the total Purchase Price or the total amount paid by Client hereunder, whichever is less. Notwithstanding anything to the contrary, in no event shall Tyler be liable to client or any person claiming through Client, for (i) indirect, remote, incidental, special, exemplary, punitive, or consequential damages (ii) any damages whatsoever due to causes beyond the reasonable control of Tyler or (iii) loss of use, profits, or revenues by Client.

14. Independent Contractor.

Tyler shall be and remain at all times an Independent Contractor and shall not be considered for any purpose as an officer, agent, or employee of either Client or a Supplier. Tyler shall not represent to any person that it is an agent or employee of Client or a Supplier.

15. Governing Law.

This Purchase Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas. In the event any part of this Purchase Agreement is invalidated by a court or legislative action, the remainder hereof shall remain in full force and effect.

16. Entirety of Agreement and Amendments.

(a) This Purchase Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Purchase Agreement.

(b) This Purchase Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

17. Approval of Governing Body.

Client represents and warrants to Tyler that this Purchase Agreement has been approved by its governing body and is a binding obligation upon Client.

Software License Agreement

This agreement is made and entered into this 23 day of May, 2006, by and between Tom Green County ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Software Product/Item Description	Qty	Unit Price	License Fee/ Amount
TSG Civil Case Management Efiling Interface Includes Electronic filing of cases and subsequent filings with associated documents. -Transfers both Cases and Documents - Cases are filed with Texas Online - County then transfers files to their system - County is responsible for transferring data from Texas Online to RS6000	1	12,500	12,500
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	Subtotal Charge		\$ 12,500
	Purchase Price		\$ 12,500
	Deposit (25%)		\$ 4,125

Client

Tom Green County

County

Mike Brown

Contact Name (Print)

County Judge

Title/Position

[Signature]

Authorized Signature

5-23-06

Date

Tyler Technologies, Inc. | The Software Group

Division

Glenn Smith

Contact Name (Print)

President

Title/Position

Authorized Signature

Date

Terms and Conditions

1. Software Product License.

- (a) Upon Client's acceptance of each Software Product described on the face of this agreement, for the License Fee set forth on the face opposite said description, Tyler shall grant to Client and Client shall accept from Tyler a fully-paid, royalty free, non-exclusive, non-transferable license to use and practice (but not permit others to use and practice) the Software Product, subject to the following conditions and limitations:
- (b) The Software Product shall only be used and practiced for its intended purpose strictly within the territorial boundaries of the county in which Client performs its services.
- (c) In the event Client enters into a separate agreement with Tyler for the purchase of post-acceptance Software Support Services, any Software Product changes, improvements or enhancements delivered there under shall be subject to the same license as set forth in Paragraph 1 and subject to the same restrictions thereon.
- (d) The Software Product and all changes, improvements and enhancements thereto, shall at all times be and remain the property of Tyler, and Client's sole rights therein shall be to use and practice the same, as permitted by Subparagraphs 1 (a) and 1 (b) above. Client agrees that all algorithms, techniques and processes contained in the Software Product and any changes, improvements and enhancements thereto, constitute trade secrets of Tyler, and Client shall further agree to use reasonable care to safeguard the same against disclosure to unauthorized employees of Client and all persons not employed by Client. Client shall not, under any circumstance, modify, copy, reproduce, or in any way duplicate any written or machine-readable material provided it by Tyler, without the express written approval signed by an officer of Tyler. Notwithstanding the foregoing, client may make archival copies of those portions of the Software Product and all changes, improvements and enhancements thereto which are supplied by Tyler on machine-readable media, but such copies shall not be disclosed to unauthorized employees of Client or persons not employed by Client.
- (e) The term of the license granted by this paragraph shall be perpetual, but the term of any post-acceptance Software Support Service Agreement shall be as set forth therein.

2. Responsibilities of Tyler.

- For the license Fee set forth in the face hereof, Tyler shall perform the following in addition to any responsibilities set forth on the face hereof:
- (a) Install Tyler proprietary Software Product on Client's equipment, which Software Product will be in substantial compliance with its specifications set forth in Exhibit A attached hereto and made a part hereof by reference.
- (b) After the aforementioned installation, test the Software Product in accordance with Tyler's standard acceptance test procedure, and cause the Software Product to be accepted by Client.
- (c) After Client's acceptance of the Software Product, correct any functions of the Software Product that failed said standard acceptance test procedure but which did not prevent acceptance of the Software Product.
- (d) For a period of sixty days (60) after client's acceptance of the Software Product, correct any other defects in said Software Product.
- (e) After acceptance of the Software Product, Tyler will deliver to Client, a back-up copy of the Software Product on the standard off-line data storage media used by Tyler.

3. Responsibilities of Client.

- In addition to the other responsibilities set forth herein, Client will perform the following:
- (a) Designate an employee of Client as its System Administrator.
- (b) Provide all training of its personnel, except and to the extent this agreement specifically requires Tyler to provide training.
- (c) Collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product.
- (d) Retain separate copies of records of all data entered into the computer Equipment.
- (e) Provide the computer systems into which the Software Product will be loaded.
- (f) Install any Software Product changes or updates into the Software Product, which are supplied by Tyler in accordance with this agreement.
- (g) Client agrees to allow remote access by Tyler for purposes of software support via a secure Microsoft-based connection (VPN).

4. License Fee.

Client agrees to pay to Tyler, and Tyler agrees to accept from Client, as payment in full for the license granted herein and all other responsibilities to Tyler set forth in Paragraph 2 hereof, the total sum of money set forth for each Software Product listed on the face hereof, payable in the following manner:

- (a) Twenty-five percent (25%) of the Total Agreement Amount set forth on the hereof upon execution of the License Agreement by both parties; and
- (b) Fifty percent (50%) of the License Fee upon installation of the Software Product on Client's Equipment; and
- (c) The remaining balance of the License Fee, fifteen days (15) after Client's acceptance of the Software Product.

The total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sale and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

5. Acceptance of the Software Product.

- (a) Within thirty (30) days after a Software Product has been installed on Client's equipment, Tyler will test the Software Product in accordance with Tyler's standard acceptance test procedure, by demonstrating to Client thereby that the Software Product performs all of its functions identified in Exhibit A, which demonstration shall constitute Client's acceptance of the Software Product. Upon acceptance, Client shall pay the remaining balance of the License Fee for the accepted Software Product.
- (b) Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose, shall constitute Client's acceptance of the Software Product, without exception and for all purposes.

(c) Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and the operation of any provision of this agreement, which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Subparagraph, Client's sole right and remedy against Tyler therefore shall be to require Tyler to correct the cause thereof.

6. Schedule for Acceptance.

Tyler will install the Software Product and cause the same to be accepted within ninety days (90) after Client makes available to Tyler the equipment into which the Software Product is to be loaded. Tyler shall exercise reasonable effort to cause the Software Product to be accepted according to the schedule set forth in this Paragraph, but shall not be liable for failure to meet said schedule, if and to the extent said failure is due to causes beyond the control and without the fault of negligence of Tyler.

7. Standard Format.

Any form or format, on which data is to be reproduced or displayed, shall be the standard form utilized by Tyler for such purpose and Client will not have the right (except under the Paragraph hereof entitled Post Acceptance Software Support Service) to change or modify such forms or formats.

8. Post-Acceptance Software Support Services.

To the extent that Tyler offers post-acceptance Software Support Services to all its clients, Tyler will offer to sell and supply such services to Client. Following are the post-acceptance Software Support Services presently offered to Tyler's clients:

- (a) Conversion and clean-up of a client's existing data;
- (b) Training;
- (c) Software update and enhancements; and
- (d) Technical Support.

9. Limitation on Liability.

(a) THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

(b) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the license fee set forth herein or the total amount paid by Client hereunder, whichever is less. Notwithstanding anything to the contrary, in no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive, or consequential damages, or (ii) for any damages whatsoever due to causes beyond the reasonable control of Tyler, or (iii) damages resulting from the loss of use, loss or damage to Client source data, loss of revenues, or from loss or destruction of materials provided to Tyler by Client.

10. Client Information.

All data provided to Tyler by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. Tyler agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of Tyler and all persons not employed by Tyler.

11. Data Security; Indemnification.

(a) The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data, as each Client deems necessary for its operations. The term "processing" for the purpose of this Paragraph shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disk, tapes, or other media.

(b) The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

(c) It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties. The Client shall indemnify and hold harmless Tyler, its officers, agents and employees, from and against any and all claims, demands, damages, and causes of action arising out of, resulting from or in any way related to the disclosure of data, whether authorized or unauthorized.

12. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of Texas. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

13. Entirety of Agreement and Amendments.

(a) This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

(b) This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

14. Approval of Governing Body.

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

Software License Agreement

This agreement is made and entered into this 25 day of May, 2006, by and between Tom Green County ("Client") and Tyler Technologies, Inc. | The Software Group Division ("Tyler"), a Texas Corporation with its principal place of business at 6500 International Parkway, Suite 2000, Plano, Texas.

Software Product/Item Description	Qty	Unit Price	License Fee/ Amount
Attorney Subscriber Web Access	1	8000	8000
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.		Subtotal Charge	\$ 8,000
		Purchase Price	\$ 8,000
		Deposit (25%)	\$ 2,000

Client

Tom Green County

County

Mike Brown

Contact Name (Print)

County Judge

Title/Position

[Signature]

Authorized Signature

5-23-06

Date

Division

Glenn Smith

Contact Name (Print)

President

Title/Position

Authorized Signature

Date

Tyler Technologies, Inc. | The Software Group

Terms and Conditions

1. Software Product License.

(a) Upon Client's acceptance of each Software Product described on the face of this agreement, for the License Fee set forth on the face opposite said description, Tyler shall grant to Client and Client shall accept from Tyler a fully-paid, royalty free, non-exclusive, non-transferable license to use and practice (but not permit others to use and practice) the Software Product, subject to the following conditions and limitations:

(b) The Software Product shall only be used and practiced for its intended purpose strictly within the territorial boundaries of the county in which Client performs its services.

(c) In the event Client enters into a separate agreement with Tyler for the purchase of post-acceptance Software Support Services, any Software Product changes, improvements or enhancements delivered there under shall be subject to the same license as set forth in Paragraph 1 and subject to the same restrictions thereon.

(d) The Software Product and all changes, improvements and enhancements thereto, shall at all times be and remain the property of Tyler, and Client's sole rights therein shall be to use and practice the same, as permitted by Subparagraphs 1 (a) and 1 (b) above. Client agrees that all algorithms, techniques and processes contained in the Software Product and any changes, improvements and enhancements thereto, constitute trade secrets of Tyler, and Client shall further agree to use reasonable care to safeguard the same against disclosure to unauthorized employees of Client and all persons not employed by Client. Client shall not, under any circumstance, modify, copy, reproduce, or in any way duplicate any written or machine-readable material provided it by Tyler, without the express written approval signed by an officer of Tyler. Notwithstanding the foregoing, client may make archival copies of those portions of the Software Product and all changes, improvements and enhancements thereto which are supplied by Tyler on machine-readable media, but such copies shall not be disclosed to unauthorized employees of Client or persons not employed by Client.

(e) The term of the license granted by this paragraph shall be perpetual, but the term of any post-acceptance Software Support Service Agreement shall be as set forth therein.

2. Responsibilities of Tyler.

For the license Fee set forth in the face hereof, Tyler shall perform the following in addition to any responsibilities set forth on the face hereof:

(a) Install Tyler proprietary Software Product on Client's equipment, which Software Product will be in substantial compliance with its specifications set forth in Exhibit A attached hereto and made a part hereof by reference.

(b) After the aforementioned installation, test the Software Product in accordance with Tyler's standard acceptance test procedure, and cause the Software Product to be accepted by Client.

(c) After Client's acceptance of the Software Product, correct any functions of the Software Product that failed said standard acceptance test procedure but which did not prevent acceptance of the Software Product.

(d) For a period of sixty days (60) after client's acceptance of the Software Product, correct any other defects in said Software Product.

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(b) Provide all training of its personnel, except and to the extent this agreement specifically requires Tyler to provide training.

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(d) Technical Support.

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(b) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence or strict liability, shall be limited to the license fee set forth herein or the total amount paid by Client hereunder, whichever is less. Notwithstanding anything to the contrary, in no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive, or consequential damages, or (ii) for any damages whatsoever due to causes beyond the reasonable control of Tyler, or (iii) damages resulting from the loss of use, loss or damage to Client source data, loss of revenues, or from loss or destruction of materials provided to Tyler by Client.

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(b) The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

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This Agreement shall be interpreted in accordance with the laws of the State of Texas. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

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(a) This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

(b) This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereof.

14. Approval of Governing Body.

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

Tom Green County
Subdivision Application Form
(Please Print or Type)

Name of Subdivision IRONHORSE I

Location WALL HAWK AVE., WALL, TEXAS

Is location within the ETJ Yes _____ No Prct. # 2

Type of Request: Preliminary _____ Final Replat _____
Amended _____ Vacation _____ Revised _____

Owner(s) of the Subdivision LIFAN DEVELOPMENT COMPANY, LLC.

Address: P.O. BOX 229 WALL, TX 76957

Phone # 325-651-4443

Existing land use: AGRICULTURE/FARM

Proposed land use: HOUSING DEVELOPMENT

Total Acreage: 120 Number of Lots: 88

Proposed source of water supply:

Name of Water System PRIVATE Individual Well _____

Proposed sewage disposal system:

Individual Septic tank Private sewage system _____

Are there existing deed restrictions on this property?

No Yes _____ If yes, please give the deed record reference:
Volume _____ Page _____

Are any off-site drainage, access or other easements necessary for this subdivision? No Yes _____ (Please explain) _____

Are there any deviations or variances from existing subdivision rules & regulations requested?

No _____ Yes _____ (Please explain) _____
N/A

The owner hereby designates COLE MCCLORY / MICHAEL BIGGERSTAFF
(Name)
as the official representative. P.O. Box 229
(Address) (phone)

Application fee (\$150.00 + 10.00 per lot) Paid by Owner _____
Representative _____ To be paid to the Tom Green County
Clerk's office prior to placing on the Commissioners' Court Agenda.
Bring Plat, Tax Certificate showing "Zero" taxes owed, and receipt for
application fee to Court on day of the Agenda Presentation.

The owner is aware that there will be an additional filing fee after approval by the Tom Green County Commissioners Court. The filing fee will also be paid to the Tom Green County Clerk at the time of filing of the plat for the records.

The undersigned hereby applies for subdivision plat approval in accordance with the regulations for the development of subdivisions and manufactured home rental communities as set out by the Commissioners Court of Tom Green County and certifies that the information contained on this application is true and accurate to the best of my knowledge.

Owner's signature [Signature] Date 5/17/06
Date _____
Representative's signature _____ Date _____

Total Paid _____ Date Paid _____
Commissioner's Court action /date _____

DRAFT 3

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §

**DEDICATION AND DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
IRONHORSE I**

On the ___ day of May, 2006, LIPAN DEVELOPMENT COMPANY, LLC, with the principal office in Wall, Texas, hereinafter called "Developer:"

WITNESSETH:

WHEREAS, Developer is the Owner of the real property described in Article II of this Declaration and desires to create thereon a Rural Residential Estates community with open spaces, and other facilities for the benefit of the said community:

WHEREAS, Developer desires to provide for preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described in Article II, to the Covenants, Restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of said property and each Owner thereof:

WHEREAS, Developer believes that it is desirable for the efficient preservation of the values and amenities in said community to create an Association that would have the powers of maintaining, administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, the real property described in Article II hereinbelow shall be referred to as "Ironhorse I."

WHEREAS, Developer contemplates formally dedicating the roads or streets of said Subdivision to Tom Green County, Texas; and has filed in the Official Records the plat or map recorded _____ of Tom Green County, Texas.

NOW, THEREFORE, Developer does hereby adopt the map, designated thereon and to be known as "Ironhorse I," Tom Green County, Texas, and its plan for subdividing such lands into Tracts, roads and easements, and does hereby dedicate to the public all roadways and easements for the uses designated on said map or plat. Further, Developer declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, charges and liens, sometimes hereinafter referred to as "Covenants and Restrictions," hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit it, shall have the following meaning:

- (a) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.
- (b) "Assessment" or "Assessments" shall mean and refer individually or collectively to the Annual Assessments, the Special Assessments, the Special Group Assessments and the Individual Assessments, where the context requires.
- (c) "Association" shall mean and refer to a non-profit Texas corporation to be formed and named at the discretion of Developer and the Association which has (or will have) the power, duty and responsibility of administering and enforcing these restrictions and covenants and otherwise maintaining and enhancing the quality of life for the Plot Owners.
- (d) "Board" shall mean and refer to the Board of Directors of the Association.
- (e) "Bylaws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions thereof.
- (f) "Charges" shall mean and refer to charges imposed against an Owner delinquent in the payment of his/her/its Assessments, including, but not limited to the "fines" as described in Article IV, Section 41 hereof.
- (g) "Class A Member" shall mean each Owner of a Plot.
- (h) "Class B Member" shall mean Developer.
- (i) "Developer" shall mean and refer to LIPAN DEVELOPMENT COMPANY, LLC, a Texas Limited Liability Company, or any entity which may be assigned the rights of Developer pursuant to a written assignment executed by the then present Developer and recorded in the Records. In addition, in the event an entity obtains title to all of the Plots then owned by Developer as a result of foreclosure of any mortgage or deed in lieu thereof, such entity may elect to become Developer by a written election recorded in the Records. No Person merely purchasing one or more Plots from LIPAN DEVELOPMENT COMPANY, LLC, or its successor or assigns, in the ordinary course of business shall be considered a "Developer."
- (j) "Development Period" shall mean a period commencing on the date of the recording of these covenants and restrictions in the Records and continuing thereafter until and ending on the earlier of (a) the date of the sale by Developer of the last Plot owned by Developer, (b) the date Developer