

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

4/13

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

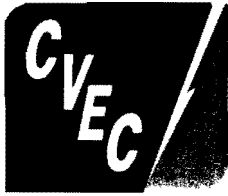
Richard Easingwood, Jr.

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

Your Touchstone Energy® Partner 



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

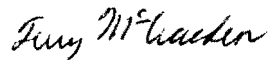
Steve Floyd
Tom Green County
112 W. Beauregard Ave.
San Angelo, TX 76903

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

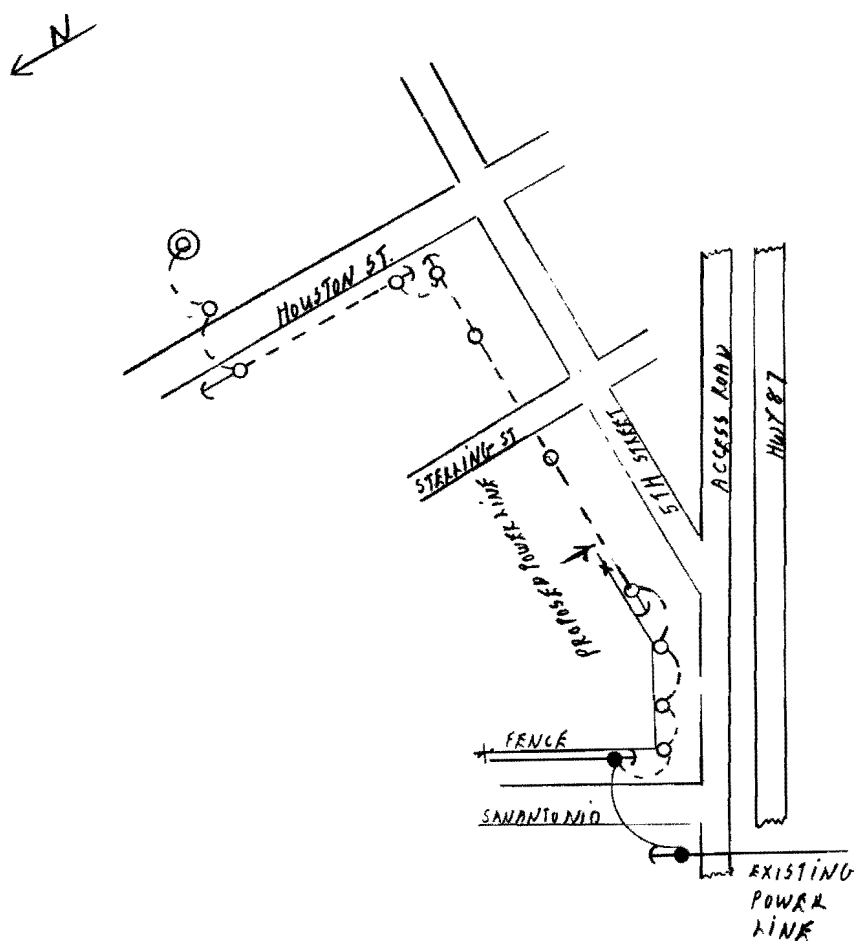
Concho Valley Electric Cooperative is requesting County permission to build a power line to serve this customer.

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 ~~03.12~~ 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 ~~03.12~~^{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. 0 (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 ~~03.12~~^{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~~²⁰⁰⁵ tax rolls was ~~\$35,748~~.
- The assessed taxable value of all property in San Angelo ISD according to the ~~2006~~²⁰⁰⁵ tax rolls was ~~2,743,551.20~~^{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~~²⁰⁰⁵ tax rolls was ~~\$157,025.44~~. 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 COARSE OFFERINGS, VARIETY OF EXTRA-CURRICULAN 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 Jr.
Monroe Dierschke, Wall ISD Board President

5-5-06
Date

Walter Holik Jr.
Walter Holik, Wall ISD Superintendent

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

PETITION OF CITY OF SAN ANGELO REQUESTING DETACHMENT

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE WALL INDEPENDENT
SCHOOL DISTRICT:

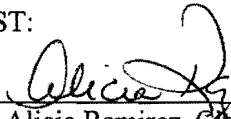
The City of San Angelo ("City") is the owner of the area described in Exhibits "A," "B," and "C," save and except the area described in Exhibit "D," each such exhibit being attached hereto and made a part hereof for all purposes. The City hereby petitions the Wall Independent School District to detach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


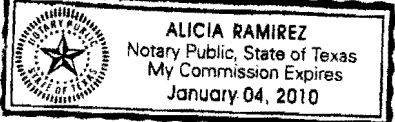
By: 
Joseph W. Lown, Mayor

ATTEST:

By: 
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.


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. 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 1/4" 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 1/4" 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;

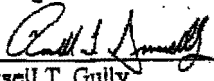
Thence N. 46° 45' 05" E. 368.56 feet (Call N. 47° 29' E. 391.67 feet to a fence corner found for the northwest corner of this tract and in the south bank of Main Concho River;

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;

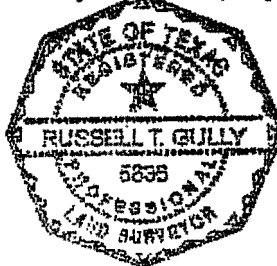
Thence with the east line of this tract and said 84.2 acre tract, S. 01° 26' 55" W. (Call South) 2894.63 feet to the place of beginning and containing an area of 83.932 acres of land.

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 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 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;

Thence S. 80° 17' 08" W. 547.63 feet to a ½" 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 ½" 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 ½" iron rod with cap set for the northeast corner of this tract;

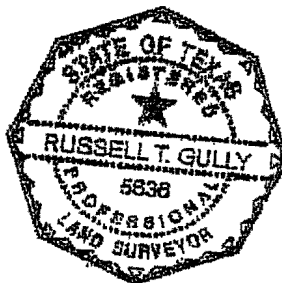
Thence with the east line of this tract and said 72.815 acre tract, S. 05° 05' 46" E. 583.05 feet to the place of beginning and containing an area of 20.000 acres of land.

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 Armerman 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 1/4" 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 1/4" 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 1/4" 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 1/4" iron rod with cap set for the north northeast corner of this tract;

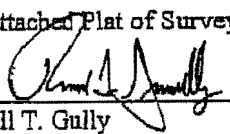
Thence S. 00° 49' 36" W. 81.17 feet to a 1/4" iron rod with cap set for an ell corner of this tract;

Thence with the easterly north line of this tract, S. 89° 15' 49" E. 911.74 feet to a 1/4" 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. Klamburg 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.

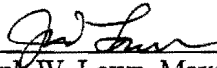
PETITION OF CITY OF SAN ANGELO REQUESTING ANNEXATION

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

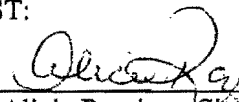
The City of San Angelo ("City") is the owner of the area described in Exhibits "A," "B," and "C," save and except the area described in Exhibit "D," each such exhibit being attached hereto and made a part hereof for all purposes. The City hereby petitions the San Angelo Independent School District to 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, Mayor

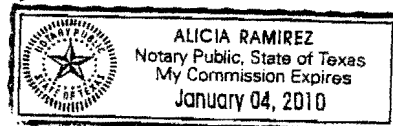
ATTEST:

By: 
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.


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. 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 1/4" 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 1/2" 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;

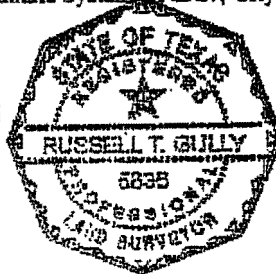
Thence with the east line of this tract and said 84.2 acre tract, S. 01° 26' 55" W. (Call South) 2894.63 feet to the place of beginning and containing an area of 83.932 acres of land.

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 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 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 Klamburg 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




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, Mayor

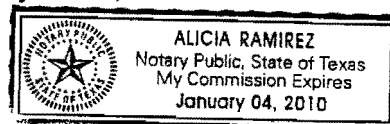
ATTEST:

By: 
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.


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. Klamburg 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;

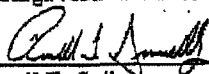
Thence N. 46° 45' 05" E. 368.56 feet (Call N. 47° 29' E. 391.67 feet to a fence corner found for the northwest corner of this tract and in the south bank of Main Concho River;

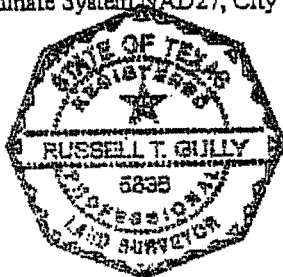
Thence with the south bank of said Main Concho River with its meanders as follows, S. 59° 17' 53" E. (Call S. 59° 55' E.) 125.33 feet, S. 62° 18' 41" E. (Call S. 59° 55' E.) 197.84 feet, N. 83° 29' 38" E. 319.22 feet (Call N. 82° 38' E. 319.17 feet), S. 86° 56' 43" E. 514.31 feet (Call S. 84° 54' E. 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 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 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;

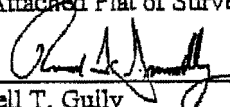
Thence with the west line of this tract and said 72.815 acre tract, N. 01° 14' 52" E. 663.86 feet to a fence corner for angle corner, N. 00° 44' 11" E. 137.44 feet to a 1/2" iron rod with cap set for the northwest corner of this tract;

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;

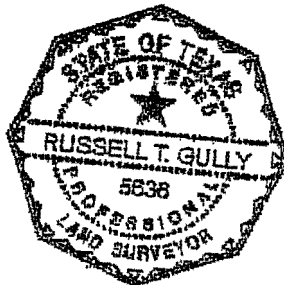
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Bearings recited herein are based upon Texas Coordinate System NAD27, City of San Angelo Datum.

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 Klarnberg 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 1/4" 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 1/4" 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 1/4" 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 1/4" iron rod with cap set for the north northeast corner of this tract;

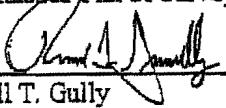
Thence S. 00° 49' 36" W. 81.17 feet to a 1/4" iron rod with cap set for an ell corner of this tract;

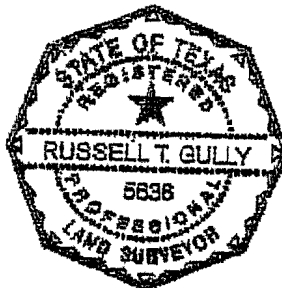
Thence with the easterly north line of this tract, S. 89° 15' 49" E. 911.74 feet to a 1/4" iron rod with cap set for the east northeast corner of this tract;

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 83.392 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;

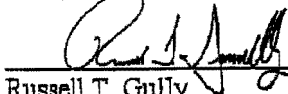
Thence with the northwest line of this tract and said 83.932 acre tract, N. 46° 45' 05" E. 179.01 feet to a point for the northeast corner of this tract;

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

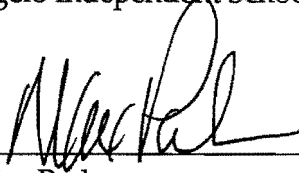
WHEREAS, the board of trustees considered the educational interests of current students residing or future students expected to reside in the affected territory and the social, economic, and educational effects of the proposed boundary change, and the board of trustees finds:

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

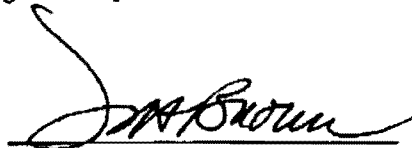
ORDER**THE COMMISSIONERS COURT OF TOM GREEN COUNTY, TEXAS,**

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:

Dwight 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: Torn 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 activitiles, 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, Stephneville)
5/16-5/19	SALE Leadership Training (College Station)
5/24-5/25	Emergency Preparedness Meeting (Ft Worth)

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: John Begnaud	TITLE: County Extension Agent-Horticulture
COUNTY: Tom Green	MONTH: April 2006

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
1	Permian Basin Pecan Meeting	222		
2,10,11,18, 25,26,27	Master Gardener class and projects-Jail Landscape	255		
8,9	Nursery Clinic and programs	43		
10	Christoval Forrest-Tree measurements	62		
17	Sutton County Vegetable Program*	130		
18	Menard County Pond Construction Program	128		
20	Taylor County Master Gardener-Fruit and Nut Program	178		
3,4,7,10,13 14,17,19,24	Tom Green County-Orchards, landscapes and nursery visits	366		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1384	0	0

Other expenses (list) *Mileage paid by other sources

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

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Garry Branham COUNTY: Tom Green	TITLE: CEA 4-H & Youth Development MONTH: April
--	--

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
3-5,17,19-20, 26	4-H Building Work	232		
3	Adult Ldrs., Council Mtg., Consumer Decision Making	17		
9,11	4-H Meeting Programs	88		
8	4-H Fund raiser	23		
10, 11	Consumer Decision Making	55		
12	Educational Presentation Practice	13		
13	Youth Government Day Program , office errands	11		
18	County Roundup	22		
20	Wild West Day Committee	14		
23	Children's Fair	49		
24	Runnels County Roundup	75		
27-29	Range Evaluation	210		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		809	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.

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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

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

Name:	Kathy Aycock	Title:	County Extension Agent - FCS
County:	Tom Green	Month:	April, 2006

[illegible]

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.

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PG.

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County Extension Agent

Kathryn A. Cox

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

VOL. 84 PG. 356

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.

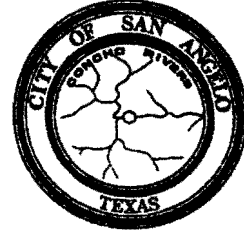
Certificate No.: 06-22978M

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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,

A handwritten signature in cursive script that reads "Sheila Carver".

Sheila Carver
Property Management Tech
City of San Angelo



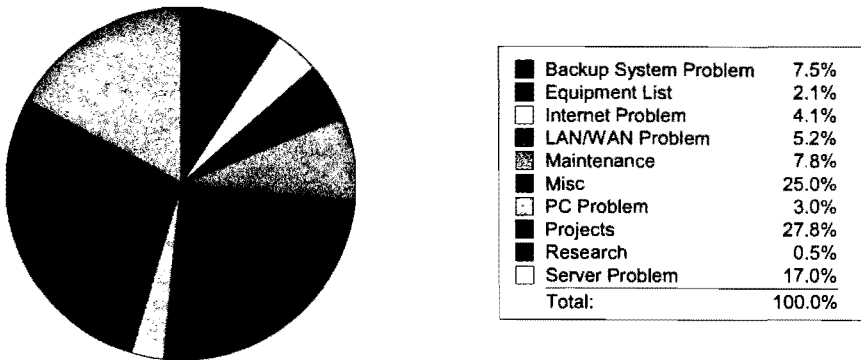
Tom Green County
Executive Technology Service Report
provided by CalTech
1/1/2006 - 3/31/2006

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



**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 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.

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
<p>This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.</p> <p>CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.</p>	Subtotal Charge		\$ 2,000
	Purchase Price		\$ 2,000
	Deposit (25%)		\$ 500

**Tyler Technologies, Inc. | The Software Group
Division**

Glenn Smith

Contact Name (Print)

President

Title/Position

Authorized Signature

Date _____

Date _____

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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.

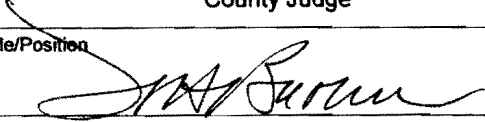
17. Approval of Governing Body.

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	Division
Tom Green County	Glenn Smith
County	Contact Name (Print)
Mike Brown	President
Contact Name (Print)	Title/Position
County Judge	
Title/Position	Authorized Signature
	
Authorized Signature	Date
5-23-06	
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.

(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

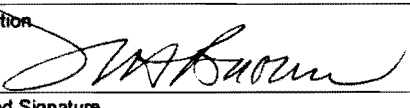
County

Mike Brown

Contact Name (Print)

County Judge

Title/Position



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.

(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.

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In addition to the other responsibilities set forth herein, Client will perform the following:

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(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.

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(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.

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(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.

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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.

(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.

**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 LIPAN 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:"

W I T N E S S E T H:

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

voluntarily terminates its Class B Member status by recording a written notice of such termination in the Records or (c) December 31, 2025.

- (k) "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon any Plot which is designed and intended for residential use.
- (l) "Individual Assessments" shall mean and refer to the assessments that may be from time to time imposed upon an individual Owner in accordance with the provisions of Article IV, Section 34(c) hereof.
- (m) "Managing Agent" shall mean and refer to any Person who has been designated or engaged by the Board to manage the affairs of the Association, to the extent the Board elects to make such designation.
- (n) "Maximum Lawful Rate" shall mean and refer to the lesser of (a) the maximum lawful rate of interest permitted to be charged from time to time for the use or forbearance of money by applicable law, or (b) eighteen percent (18%) per annum.
- (o) "Member" shall mean and refer to each Owner.
- (p) "Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Plot whether or not such holder(s) actually reside(s) on any part of the Plot.
- (q) "Payment and Performance Lien" shall mean and refer to the lien described within Article IV, Sections 41 and 42 below.
- (r) "Person" shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.
- (s) "Plat" shall mean the plat of the Property as mentioned above.
- (t) "Plot" or "Tract" shall mean an entire numbered Tract or Plot as shown on the Plat and as included in the above-described property or a Developer-approved combination of one or more of said Plots or parts of said Plots. Developer may refuse to approve a splitting or combination of said Plots.
- (u) "Records" shall mean the Official Public Records of Real Property or Official Public Records of Tom Green County, Texas, including the Map, Plat, and/or Cabinet Records of Tom Green County, Texas.
- (v) "Special Assessments" shall mean and refer to assessments imposed upon Owners for capital improvements or unusual or emergency matters, in accordance with the provisions of Article IV, Section 37 hereof.

- (w) "Special Group Assessment" shall mean and refer to assessments imposed upon certain of the Owners for capital improvements or unusual or emergency matters, in accordance with the provisions of Article IV, Section 38 hereof.
- (x) "Trustee" shall mean any entity or person selected by the Association from time to time to act as trustee in connection with the Association's enforcement of remedies.

ARTICLE II
Property Subject to This
Declaration and Additions Thereto

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Tom Green County, Texas, and is more particularly described as follows:

THE SURFACE ESTATE ONLY, IN AND TO:

The lands situated in Tom Green County, Texas _____

ARTICLE III
Limitations to Title

All Properties shall be subject to the following limitations, exceptions and conditions, or pertinent part thereof;

Section 1. Title is subject to all easements, rights-of-way, restrictions and Covenants of record in Tom Green County, Texas, prior to the recording hereof or apparent from an examination of the land, and the Map or Plat for Ironhorse I of record in Tom Green County, Texas.

Section 2. Title is subject to all outstanding oil, gas and other minerals, and any leasehold estates heretofore granted or which may hereafter be granted in connection therewith, including the right of ingress and egress and the reasonable use of the surface for exploring, developing and producing any and all such oil, gas and other minerals. Developer hereby waives in favor of Owner, and hereby grants to Owner, all of Developer's right, title and interest in and to all surface damages resulting therefrom which may occur on or to Owner's Tract, if any.

Section 3. Title to all subsurface water rights shall be retained by Developer in its deed to the Owner of Tracts in Ironhorse I.

ARTICLE IV

Covenants and Restrictions

In addition to all other Covenants and Restrictions provided in or by this Declaration, the Properties shall be, unless otherwise expressly exempt therefrom in this Declaration, subject to the following Covenants and Restrictions running with the land which shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, representatives, successors or assigns, to-wit:

Section 1. No mobile home, house trailer, or camper trailer shall be placed or maintained on the Properties, except that any mobile home or house trailer owned by a contractor may be maintained on any Tract by such contractor only during the period of construction. Any dispute or question as to what constitutes a mobile home, house trailer, camper trailer, ready-built home, modular home, recreational vehicle, tent, or structures similar thereto, shall be resolved conclusively by the determination of the Architectural Control Committee, which is set out in Article V below.

Section 2. No residence on any Tract within Blocks 3, 4, 5, 6, and 7 shall contain less than 2,200 square feet of heated and cooled living area, excluding garages, carports, covered porches, and attached storage areas. No residence on any Tract within Blocks 1 and 2 shall contain less than 1,900 square feet of heated and cooled living area, excluding garages, carports, covered patios, and attached storage areas. All residential construction shall have 90% exterior of brick or stone. Stucco can be used as an accent to brick or rock, not to exceed 50% of total exterior surfaces. All fireplace chimneys will consist of rock, brick or stucco finish. Construction shall only use new materials and all construction will be concluded within 270 days of starting date. Any deviation must be approved in writing and signed by the Architectural Control Committee.

Section 3. All residences must have at least a two car garage. The garage can be detached but must be of same architecture and finish as residence. Any parking structures other than garages must have prior written approval of the Architectural Control Committee. No shared driveways or front entry garage shall be allowed on the properties within Blocks 3, 4, 5, 6, and 7. Front entry garages will be allowed on properties located within Blocks 1 and 2. Front entry garage doors will be required to be wood laminated over pre-manufactured metal panel garage door units.

Section 4. No more than one (1) residence per Tract and no Tract will be subdivided. There shall be no multiple family dwellings constructed on a Tract. There shall be no more than one single family per household.

Section 5. All roofs will be of the following: 250 lb. or greater laminated composition roofing shingles, standing seam metal or hidden fastener metal roofs, clay, slate tile. No wood roofs are acceptable.

Section 6. All exterior paint, stain, brick, rock, and roof colors must be identified in plans submitted to and approved in writing by the Architectural Control Committee.

Section 7. All Tracts must have a minimum of 24 transverse feet of concrete in driveway apron accessing garages. All driveways will be paved of concrete, asphalt, or two-coat and compacted by a contractor pre-approved by the Architectural Control Committee.

Section 8. Any landscape design and improvement must be reviewed and approved by Architectural Control Committee. Any and all plan elevations are subject to Architectural Control Committee review and approval.

Section 9. No trailer houses, double-wide, or other manufactured homes can be moved onto a Tract. All automobiles, tractors, trucks, motor homes, campers, and any other vehicles on a Tract must be currently inspected and in operable condition unless they are stored in a fully enclosed garage or barn. No commercial vehicles may be stored on a Tract at any time.

Section 10. All Tracts must be well maintained at all times including dwellings, out buildings and fences. The landscaping of all Tracts shall be maintained in a clean and neat manner, and each Owner shall mow all grass and vegetation on each Tract every thirty days. Should an Owner fail to keep said Tract mowed every thirty days, Developer or Association shall be entitled to mow the Tract and assess a fine or penalty to Owner in the amount of \$50. Only interior fencing shall be allowed and same shall enclose no more than 20% of property surface area. The interior fencing must be attached to residence and shall be constructed pursuant to requirements provided in Section 24. Since Ironhorse I is designed as an open area community, no property boundary fencing shall be allowed.

Section 11. There shall not be located on any Tract any radio, or other towers.

Section 12. No water wells may be drilled on any Tract. It is mandatory that every residence constructed within Ironhorse I be adequately plumbed to include an R.O. (Reverse Osmosis) water treatment system and such shall be provided on all interior sinks and ice makers.

Section 13. All outbuildings must be of new materials that are of low maintenance, brick, or pre-engineered metal buildings are preferred. All buildings must have exterior finished within 45 days of start. All outbuildings must be approved in writing by the Architectural Control Committee before construction may begin.

Section 14. All buildings and structures of whatever nature, except for fences, must be set back at least one hundred (100) feet from center of front property access to streets and at least thirty (30) feet from any Tract owned by another Owner.

Section 15. No buildings or improvements, including, but not limited to, residential buildings, garages, carports, barns, patios, sleeping porches, fences or walls, bar-b-cue pits, storage houses, swimming pools, or other facilities of whatever nature, whether permanent or temporary, shall be constructed or moved on until the construction plans and specifications, including exterior color or material, and a plat showing the location of the proposed structure have been approved in writing by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures on the property and with the natural surroundings, and as to location with respect to the topography, and the finish grade of elevation.

Section 16. No toxious or offensive activity shall be conducted upon the Properties, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner.

Section 17. All electrical wiring and all plumbing installation (including sprinkler systems) in any building, structure, or exterior irrigation shall be installed in a good and workmanlike manner and in compliance with all applicable rules and regulations of the Texas Department of Health or other regulatory authority.

Section 18. All residences shall be connected to a permanent septic tank system for sewage disposal. Each septic tank system shall comply with the minimum standards required or recommended by the State of Texas or Tom Green County, or any regulatory authority of either the state or the county, whichever standards are the more stringent.

Section 19. No abandoned or inoperative motor vehicle or other machinery shall be placed, or permitted to remain, on the Properties. No part of the Properties shall be used or maintained as a dumping or storage ground for junk, rubbish, trash, garbage or other waste material, and no such items or materials shall be kept or permitted on the Properties except temporarily in containers adequate for that purpose. All such containers or receptacles shall be placed either indoors or in an area screened by natural vegetation or terrain or artificial structure so that it is not visible from the roads or streets or from the neighboring Tracts. Every Owner shall be responsible for keeping his Tract in a neat and clean condition.

Section 20. No quarrying or mining operations of any kind or character shall be conducted on or under any Tract.

Section 21. All Tracts must be used only for residential purposes.

Section 22. No Tract shall be used for any kind or character of business or commercial purpose, except as explicitly described in Section 23 below.

Section 23. No swine or poultry shall be permitted on the Properties. Household pets and domestic animals (dogs and/or canines) may be permitted on the Properties, provided; however, that nothing herein shall be construed to permit the business or commercial use thereof other than explicitly stated hereinbelow or to permit an annoyance or nuisance to any Owner. Any and all such pets or domestic animals must be confined at all times to the Tract of Owner by fence or otherwise. As an exception to Section 21 and 22 above, however, the following uses of the Properties shall be permitted:

(a) Any Owner may conduct planting, growing, cultivating and harvesting from a domestic garden produced from the soil whether on the ground or enclosed provided, that no operational activities in connection therewith shall be conducted during darkness, no retail sales shall be conducted thereon, and no operation shall be conducted thereon under conditions of wind and dryness that would cause dust to be carried to any adjoining Tract.

(b) Any Owner may conduct on a Tract in an enclosed building any work of art, crafts, journalism, or other personal fabrication, design or construction provided that no third-party employees are required on a Tract in connection with such work and no retail sales are conducted on a Tract.

Section 24. An approved interior fence would be 6' x 1" x 6" dog-eared cedar pickets with metal posts (pipe or tubing), rock or brick matching dwelling, and/or professionally constructed wrought iron fencing.

Section 25. No firearm shall be discharged upon any Tract, or on any road, at any time, or for any manner whatsoever. No dairies, dog kennels, or other type of breeding kennels shall be permitted on the Properties.

Section 26. No Tract shall be used or maintained as a dumping ground for rubbish, trash, or junk of any nature. All garbage and waste shall be kept in containers upon each Tract until disposed of in an approved landfill. Temporary storage shall be permitted for only seven (7) days. No burning of trash or debris shall be permitted at any time.

Section 27. Owners of each Tract shall be subject to irrigation rules and regulations for the development by not watering more than two times each week, and watering on the Tract shall be limited to night-time hours only after the yard on the Tract is established, night-time hours being after 6:00 P.M. daily. Developer will allow Owners to employ additional watering when each Tract Owner is establishing new turf around landscaping, said additional hours to be with the written consent of Developer.

Section 28. If any Owner sells an undeveloped Tract at any time prior to the completion of the sale of all originally platted Tracts by Developer, Owner will be required to provide Developer with a copy of the sales contract regarding the sale of its Tract to a third-party. Sale of that Tract will require the consent of the Developer, in writing, to said sale and shall entitle Developer to receive 50% of the net profit of the sale of that lot over the purchase price of that lot from Seller to Owner. Seller will maintain a lien on any lot sold by Owner prior to the sale of all of the originally platted lots by Developer. After the sale of all original platted Tracts by Developer, all rights of the Developer to any portion of the sales price for any Tract sold by an Owner shall terminate and expire and will be no of further force and effect.

Section 29. These Covenants and Restrictions shall be effective for a term of thirty years from date of recording during which time they may be amended, altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded. Following such thirty year period, all such Covenants and Restrictions shall be automatically extended for successive periods of ten years unless otherwise amended, altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded.

Section 30. Membership

- (a) Each and every Owner of each and every Plot shall automatically be a Member of the Association. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Plot. Ownership of any Plot shall be the sole qualification for being a Member; however, a Member's privileges may be regulated or suspended as provided in these covenants and restrictions, the Bylaws or the rules and regulations promulgated by the Board. Any Person who holds an interest in and to all or any part of a Plot merely as security for the performance of an obligation shall not be a Member.
- (b) During the Development Period, the Association shall have two (2) classes of Members:
 - Class A:** The Class A Members shall be all Owners of Plots (other than Developer during the Development Period).
 - Class B:** The Class B Member shall be Developer.
- (c) Upon the expiration of the Development Period, the Class B membership shall terminate, and thereafter the Association shall have one (1) class of Members (the Class A Members).

Section 31. Transfers

- (a) The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of such Owner's interest in such Owner's Plot and then only to the purchaser or assignee as the new Owner of the Plot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Plot. Such transfer shall automatically operate to transfer the membership to the new Owner thereof.
- (b) Within a reasonable period of time following the recordation in the public records of a deed to any Plot, the Owner of such Plot shall have the affirmative duty and obligation to provide to the Association (and thereafter to revise and update, within fifteen (15) days after any material change has occurred) various items of information reasonably requested by the Association, including, but not limited to, (i) the full name and address of the Owner; (ii) the full name of each individual family member who resides within the Dwelling Unit of such Owner; (iii) the business address, occupation and telephone numbers of such Owner; (iv) the description and license plate number of each automobile owned or used by such Owner (or those residing with such Owner) and brought within the Plots; (v) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owner cannot be located) in case of an emergency; and (vi) such other information as may be reasonably requested from time to time by the Association. In the event any Owner fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

Section 32. Voting Rights

- (a) During the Development Period, the Class A Members and the Class B Member shall constitute the voting Members of the Association. Class A Members in good standing (as defined below) shall be entitled to cast one (1) vote per Plot. Where more than one (1) Owner owns and holds a record fee interest in a Plot, such Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Plot yield more than one (1) vote. The Class B Member shall be entitled to cast eight (8) votes for each Plot, except with respect to matters covered by Article IV, Sections 36(g) and 37 hereof, for which the Class B Member shall be entitled to cast only one (1) vote for each Plot.
- (b) Following the expiration of the Development Period, the Class A Members shall constitute the sole voting Members of the Association. Class A Members in good standing shall be entitled to cast one (1) vote per Plot. Where more than one (1) Owner owns and holds a record fee interest in a Plot, such

Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Plot yield more than one (1) vote.

- (c) Any Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these covenants and restrictions, the recommendation by Developer applicable to the plans and specifications for his/her/its Plot, or any rule or regulation promulgated by the Board; or (ii) delinquent in the full, complete and timely payment of any Assessment or Charge which is levied, payable or collectible pursuant to the provisions of these covenants and restrictions, the Bylaws or any rule or regulation promulgated by the Board. The voting rights of any Member who is not in good standing may be suspended by the Board for any period during which such Member remains not in good standing. Prior to suspending a Member's voting rights for failure to maintain good standing, the Board shall provide the Member with a written notice of each violation affecting the Member's good standing and an opportunity to cure such violations. If, after receiving notice of a violation, the Member does not cure the violation and return to good standing within thirty (30) days of the date of notice, the Board may suspend the Member's voting rights without further notice.
- (d) The Board may make such rules and regulations, consistent with the terms of these covenants and restrictions and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

Section 33. Notice: Voting Procedures; Meetings Quorum, notice and voting requirements of and pertaining to the Association may be set forth within the Articles and Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Texas law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

Section 34. Creation of the Lien and Personal Obligation of Assessments Subject to Section 36(c) below, Developer, for each Plot owned by it during any period following the expiration of the Development Period, hereby covenants and agrees, and each subsequent Owner of any Plot, by acceptance of a Deed therefor, whether or not reference to the covenants shall be so expressed in any such Deed or other conveyance, shall be deemed to have covenanted and agreed (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Plot so as to have affected the purchase price) to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (a) regular Annual Assessments;

- (b) Special Assessments, and, to the extent applicable, Special Group Assessments, to be fixed, established and collected from time to time as hereinafter provided; and
- (c) Individual Assessments and fines levied against individual Members to reimburse the Association for (i) extra or unusual costs incurred for items such as (but not limited to) (A) maintenance and repairs to portions of the Plots required to be made as a result of the willful or negligent acts of the individual Member; or (B) the remedy, cure or minimizing of problems caused by, or as a result of, violations of these covenants and restrictions by a Member; and (ii) costs incurred relating to or resulting from violations by individual Members of rules and regulations pertaining to the Association.

The Annual, Special, Special Group, and Individual Assessments, together with such late charges, interest and costs of collection thereof as are hereinafter provided, shall be a charge running with the land and shall be a continuing lien upon each Plot against which each such Assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Plot at the time when the Assessment fell due. Subject to applicable state law, each Owner shall be directly liable and responsible to the Association for the acts, conduct and omission of such Owner and its respective Guests, invitees and employees, associated with the Dwelling Unit(s) or improvements located on such Owner's Plot.

Section 35. Purposes of Assessments The Assessments levied by the Association shall be used for the purposes of promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the Members of the Association and in supplementing some services and facilities normally provided by or associated with governmental or quasi-governmental entities, and otherwise for the operation of the Association, including, but not limited to or for: (i) carrying out the duties of the Board as set forth in these covenants and restrictions; (ii) carrying out the other various matters set forth or envisioned herein; and (iii) for any matter or thing designated by the recognized controlling governmental entity in connection with any zoning, subdivision, platting, building, development or occupancy requirements. The items and areas described above are not intended to be exhaustive but merely illustrative.

Section 36. Basis and Amount of Annual Assessments

- (a) Regular Annual Assessments, Special Assessments and Special Group Assessments shall be borne one hundred percent (100%) by the Class A Members and, if applicable, Developer.
- (b) Notwithstanding the foregoing, until the end of the expiration of the Development Period, Developer shall not be liable for Annual Assessments for any Plots owned by it. In lieu thereof, during the Development Period, Developer shall be responsible for all expenses actually incurred by the Association, in excess of the Annual Assessments. Notwithstanding the foregoing, in the event the Association incurs any expense not ordinarily anticipated in the day-to-day management and operation of the Association, including but not limited to expenses incurred in connection with lawsuits

against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Developer for such expenses shall not exceed the amount that Developer would be required to pay if it were liable for Annual Assessments as any other Owner, and any excess, amounts payable by the Association shall be assessed to all Owners, including Developer. From and after the expiration of the Development Period, to the extent that Developer owns one (1) or more Plots, Developer shall pay regular Annual Assessments in the same manner as the other Owners of Plots. In the event Developer fails to pay any sums by this paragraph (b), there shall exist a self executing and continuing Performance Lien and equitable charge against each Plot owned by Developer or the Association shall be entitled to exercise the remedies contemplated in Section 26 below.

- (c) The regular Annual Assessments relating to any common properties for the current Fiscal Year shall be established, assessed, included in and covered by the regular Annual Assessments to be imposed upon Owners of Plots pursuant to subparagraph (e) below.
- (d) In determining each regular Annual Assessment, the Board shall separately assess each Plot in the manner herein provided, and each Plot shall be charged with and subjected to a lien for the amount of such separate Assessment which shall be deemed the "Annual Assessment" with respect to such Plot.
- (e) The initial Annual Assessments for the initial calendar year shall be pursuant to a budget prepared by the Developer upon Developer's projections of reasonable expenses to be incurred in that initial calendar year. Thereafter, the Board may be permitted at any time during the term of these covenants and restrictions to increase the regular Annual Assessment for each Plot without a vote of the Members from Fiscal Year to Fiscal Year, but such an adjustment shall not exceed ten percent (10 %) of the previous Fiscal Year's regular Annual Assessment assessed against the Plots in question.
- (f) The maximum Annual Assessment may not be otherwise increased beyond the restrictions set forth in subparagraph (e) above without the approval of at least fifty-one percent (51%) of the Class A Members at a meeting or meetings called for that purpose with at least fifty percent (50%) of the Class A Members (or their proxies) present, after adequate notice.
- (g) Following the expiration of the Development Period, the Board shall not take formal action on the Annual Assessment more than once in any Fiscal Year. Each and every meeting of the Board in which final action is taken on an Annual Assessment, Special Assessment or Special Group Assessment shall be open to Owners.
- (h) In addition to regular Annual Assessments, Special Assessments, Special Group Assessments and Individual Assessments, each Owner of a Plot (other than the initial, bona fide developer or homebuilder) shall be obligated, at the

time of the purchase of the Plot by such Owner and simultaneously therewith, to pay the Association the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) as a one-time acquisition and transfer fee to supplement the funds of the Association. Developer may defer collection of this one-time acquisition and transfer fee for certain Plots purchased for resale until such resale.

Section 37. Special Assessments. In addition to the regular Annual Assessments authorized by Section 36 hereof, the Association may levy in any Fiscal Year a Special Assessment, applicable to that Fiscal Year only, for the purpose of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common properties Developer may later dedicate to the Plots, including any necessary fixtures and personal property related thereto, or (b) defraying, in whole or in part, the cost of any extraordinary, unusual or emergency matters (including, without limitation, those matters arising out of litigation and/or judgments). Prior to the expiration of the Development Period, any Special Assessment in respect to dedication of and any improvements to common properties must have the affirmative vote of Developer and at least two-thirds (2/3's) of the Class A Members, and such assessment shall be payable by all Owners, including Developer. From and after the expiration of the Development Period, any Special Assessment must have the affirmative approval of at least two-thirds (2/3's) of the Class A Members at a meeting or meetings called for that purpose with at least thirty percent (30%) of the Class A Members (or their proxies) present, after adequate notice.

Section 38. Special Group Assessments. Where any such funds are required for the purpose of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including any necessary fixtures and personal property related thereto, or (b) defraying, in whole or in part, the cost of any extraordinary, unusual or emergency matters (including, without limitation, those matters arising out of litigation and/or judgments) upon a portion of the Plots restricted to the common use and enjoyment of the Owners of Plots sharing a common interest, separate and apart from the interest of all of the Owners of Plots, then the Board shall be permitted to levy a Special Group Assessment against only the Plots in that group. These Special Group Assessments shall be levied in the same manner as hereinbefore provided for Special Assessments, except that the voting Members shall be comprised only of Owners of Plots to be affected by the Special Group Assessment.

Section 39. Rate of Assessments Prior to the expiration of the Development Period, regular Annual Assessments, Special Assessments, and, to the extent of the affected Plots only, Special Group Assessments in respect to Plots must be fixed at a uniform rate for all Plots, unless otherwise approved by Developer. From and after the expiration of the Development Period, regular Annual Assessments, Special Assessments, and, to the extent of the affected Plots only, Special Group Assessments in respect to Plots must be fixed at a uniform rate for all Plots, unless otherwise approved by at least two-thirds (2/3rds) of the members of the Board.

Section 40. Due Dates of Assessments Once Developer has established a budget for the Annual Assessments and has notified all Plot Owners as to the initial date when such Annual Assessments first become due and payable, the Annual Assessment

shall be due and payable in full in advance on the first day of each Fiscal Year and shall, if not paid within thirty (30) consecutive calendar days thereafter, automatically become delinquent. The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation established by the preceding sentence. The Board may further prescribe (a) procedures for collecting advance regular Annual Assessments from new Owners out of "closing transactions" and (b) different procedures for collecting Assessments from Owners who have had a recent history of being untimely in the payment of Assessments. Written notice of the applicable Assessment shall be furnished in a timely manner by the Board to every Owner by mail.

Section 41. Effect of Non-Payment of Assessment; the Personal Obligation of Owner; the Lien in Respect to a Plot; and Remedies of Association

- (a) Effective as of, and from and after the filing and recordation of these covenants and restrictions, there shall exist a self-executing and continuing contract Payment and Performance Lien and equitable charge on each Plot to secure the full and timely payment of each and all Assessments and all other Charges and monetary amounts and performance obligations due hereunder with respect to the Plots, including the obligations of Developer under Section 20(c) hereof. Such lien shall be at all times superior to any claim of homestead by or in any Owner of a Plot. If any Assessment or Charge or other monetary amount or any part thereof is not paid by the Owner of a Plot on the date(s) when due, then the unpaid amount of the Assessment or Charge or other monetary amount shall (after the passage of any stated grace period) be considered delinquent and shall, together with any late charge and interest thereon at the Maximum Lawful Rate and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Plot of the non-paying Owner which shall bind such Plot in the hands of the Owner and the Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid Assessment or other monetary obligation and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such Assessment or other monetary obligation shall remain the Owner's personal obligation and shall not pass to the Owner's successors in title unless expressly assumed by them. However, the lien for unpaid Assessments or other monetary obligation shall be unaffected by any sale, conveyance or transfer of a Plot and shall continue in full force and effect.
- (b) No Owner may waive or otherwise escape liability for any Assessment or other monetary obligation provided herein by abandonment of his/her/its Plot. No diminution or abatement of Assessments or other monetary obligation shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any

municipal or other governmental authority, the obligation to pay such Assessments or other monetary obligation being a separate and independent covenant on the part of each Owner.

- (c) The Association may also give written notification to the holder(s) of any mortgage on the Plot of the non-paying Owner of such Owner's default in paying any Assessment or Charge or other monetary obligation, particularly where the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage, and a written request to receive such notification.
- (d) If any Assessment or Charge or other monetary obligation or part thereof not paid when due, the Association shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the account and/or to reflect any time-price differential assessment schedule adopted by the Association. The unpaid amount of any such delinquent Assessment or Charge or other monetary obligation shall bear interest from and after the date when due at the Maximum Lawful Rate until fully paid. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid Assessments or Charges and delinquent accounts, and there shall also be added to the amount of any unpaid Assessment or Charge or any delinquent account any and all reasonable attorneys' fees and other costs of collection incurred by the Association.
- (e) In respect to the Plots, the Association may, at its discretion, but subject to all applicable debt collection statutes, prepare and file a lien affidavit in the Records which specifically identifies the unpaid Assessments or Charges or other monetary obligation. Each owner consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.
- (f) All agreements between any Owner and the Association and/or Developer, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or Developer or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association and/or Developer should ever receive an amount deemed interest by applicable law which shall exceed the Maximum Lawful Rate, such amount which would be excessive interest shall be applied to the reduction of the actual base assessment amount or principal amount owing hereunder and other indebtedness of Owner to the Association and/or Developer and not to the payment of interest of, if such excessive

interest exceeds the unpaid balance of the actual Annual Assessment due and such other indebtedness, the excess shall be refunded to Owner in question. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Developer shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the maximum amount permitted by applicable law. The terms and provisions of this subparagraph (f) shall control and supersede every other provision of all agreements between any Owner and the Association and/or Developer.

Section 42. Power of Sale in Respect to Plots

- (a) The lien covering the Plots described within Section 41 above is and shall be a contract Payment and Performance Lien. Each Owner of a Plot, for the purpose of better securing each and all monetary obligations described within these covenants and restrictions and in consideration of the benefits received and to be received by virtue of the ownership of its Plot, by acceptance of its Deed, is deemed to have granted, sold and conveyed unto the Trustee, such Owner's Plot, to have and to hold such Plot, together with the rights, privileges and appurtenances thereto belonging unto the Trustee, and to its substitutes or successors, forever. Each Owner, by its acceptance of the Deed is deemed to have bound himself and/or herself and/or itself, and his or her or its heirs, executors, administrators, devisees, personal representatives, successors and assigns to warrant and forever defend such Owner's Plot unto the Trustee, its substitutes or successors and assigns, forever, against the claim, or claims of all Persons claiming or to claim the same or any part thereof.
- (b) This conveyance by Owners of the Plots is made in trust to secure payment by Owners of all Plots of each and all Assessments and other obligations prescribed by these covenants and restrictions to and for the benefit of the Association, as the beneficiary. In the event of default in the payment of any obligation hereby secured, in accordance with the terms thereof, then and in such event, the Association may elect to declare the entire indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured due and payable (subject, however, to the notice and cure provisions set forth in Section 51.002 of the Texas Property Code), and in the event of default in the payment of such indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or its successor or substitute as hereinafter provided, at the request of the Association (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the Plot then subject to the lien hereof, and mailing and filing notices as required by Section 51.002, Texas Property Code, as then amended, and otherwise complying with that statute, the Trustee shall sell the Plot of the non-paying Owner, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten

o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Plot then subject to the lien hereof as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers (the "Purchaser" or "Purchasers" herein), with general warranty binding upon Owner, his or her or its heirs, executors, administrators, devisees, personal representatives, successors and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a reasonable commission to itself, which commission shall be due and owing in addition to the attorney's fees herein provided for, and then to the Association the full amount of principal, interest, attorney's fees and other charges due and unpaid on such indebtedness secured hereby, rendering the balance of the sales price, if any, to Owner, his or her or its heirs, executors, administrators, devisees, personal representatives, successors and assigns and/or to any other lien holders (if so required by applicable law); and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to such sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Owner, his or her or its heirs, executors, administrators, devisees, personal representatives, successors and assigns.

- (c) It is agreed that in the event foreclosure of the Performance and Payment Lien hereunder is commenced by the Trustee, or its substitute or successor, the Association may at any time before the sale of the Plot of the non-paying Owner direct the Trustee to abandon the sale, and may then institute suit for the collection of such indebtedness and for the foreclosure of the contract Payment and Performance Lien created hereby. It is further agreed that if the Association should institute a suit for the collection thereof and/or for a foreclosure of the contract Payment and Performance Lien created hereby, that the Association may at any time before the entry of a final judgment in such suit dismiss the same, and require the Trustee, its substitute or successor, to sell the Plot of the non-paying Owner in accordance with the provisions of this Section 41. The Association, if it is the highest bidder, shall have the right to purchase at any sale of the Plot in question and to have the amount for which such Plot is sold credited on the debt then owing. The Association in any event is hereby authorized to appoint a substitute Trustee, or a successor Trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor Trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the indebtedness hereby secured has been paid in full, or until the Plot of the non-paying Owner is sold hereunder, and each substitute and successor Trustee shall succeed to all of the rights and powers of the original Trustee named herein. In the event any sale is made of the Plot of the non-paying Owner, or any portion thereof, under the terms of this Section 41, owner, his or her or its heirs, executors, administrators, devisees, personal representatives, successors and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the Plot so sold to the Purchaser or

Purchasers at such sale, and in the event of Owner's failure to do so, Owner shall thereupon from and after the making of such sale be and continue as a tenant at will of such Purchaser or Purchasers, and in the event of Owner's failure to surrender possession of the Plot in question upon demand, the Purchaser or Purchasers, his or her or its or their heirs, executors, administrators, devisees, personal representatives, successors and assigns, shall be entitled to institute and maintain an action for forcible detainer of the Plot of the non-paying Owner in the Justice of the Peace Court in the Justice Precinct in which such Plot, or any part thereof, is situated. The foreclosure of the continuing contract Payment and Performance Lien on any one or more occasions shall not remove, replace, impair or extinguish the same continuing Payment and Performance Lien from securing all obligations arising from and after the date of foreclosure.

Section 43. Subordination of the Lien The lien on the Plots securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Plot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

- (a) bona-fide first mortgage or deed of trust liens for purchase money and/or improvement purposes placed against a Plot prior to the recording of a lien by the Association, including without limitation Institutional Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;
- (b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and
- (c) such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Plot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; (ii) the permitted Payment and Performance Lien on the Plot alone and not on or to any easement appurtenant for use and enjoyment of any common properties. Such sale shall not relieve such Plot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

Section 44. Constitution of the Board of Directors

- (a) The affairs of the Association shall be managed by a Board consisting of three (3) individuals, each of whom shall be elected by a vote of Members.

- (b) The Directors need not be Members of the Association. Of the initial Board, one (1) Director shall be elected for a one (1) year term, one (1) Director shall be elected for a two (2) year term, and the remaining one (1) Director shall be elected for a three (3) year term. Other than the constitution of the initial Board, Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise of a Director, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve in such capacity until the expiration of the term of the Director whose position he or she was elected to fill.

Section 45. Powers and Duties

- (a) The affairs of the Association shall be conducted by its Board. The Board, for the benefit of the Association and Members, may provide and may pay for, out of the Assessment fund(s) provided for in Section 36 above, costs and expenses incurred in connection with the affairs of the Association. If for any reason during the Development Period, the Board is not deemed authorized to act for and on behalf of the Association and Members, then Developer may exercise the powers and authority granted under this Section 45, to act for and on behalf of the Association and Members, and the Association shall reimburse Developer for any and all reasonable expenses incurred in so acting.
- (b) The Board may provide and may pay for, out of the Assessment fund(s) provided for in Section 36 above, one or more of the following:
- (i) Care, preservation and maintenance of any common properties and the furnishing and upkeep of any desired personal property for use in or on any common properties;
 - (ii) Supplementing (to the extent, if any, deemed necessary, appropriate and affordable by the Board) the police, fire, ambulance, garbage and trash collection and similar services within the Plots traditionally provided by local governmental agencies;
 - (iii) Taxes, insurance and utilities (including, without limitation, electricity, gas, water, sewer and telephone charges) which pertain to any common properties;
 - (iv) The services of any Person (including Developer and any affiliates of Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager of the Association, including the hiring and employment of one or more managers, secretarial, clerical, staff and support employees;

- (v) Such fidelity bonds as the Board may determine to be advisable;
 - (vi) Legal and accounting services (including audit fees) and all costs and expenses reasonably incurred by the Board; and
 - (vii) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes or Assessments which the Board is required to obtain or pay for pursuant to the terms of these covenants and restrictions or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of these covenants and restrictions.
- (c) The Board shall have the following additional rights, powers and duties:
- (i) To execute all declarations of ownership for tax assessment purposes with regard to any common properties owned by the Association;
 - (ii) To enter into agreements or contracts with insurance companies, Taxing Authorities, the holders of first mortgage liens on individual Plots and utility companies with respect to (A) any taxes on any common properties, (B) monthly escrow and impound payments by a mortgagee regarding the assessment, collection and disbursement process, (C) utility installation, consumption and service matters, and D) the escrow or impounding of monies sufficient to timely pay the Annual Assessment applicable to any Plot;
 - (iii) To borrow funds (including, without limitation, the borrowing of funds from Developer and/or its affiliates) to pay costs of operation, secured by such assets of the Association as deemed appropriate by the lender and the Association;
 - (iv) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
 - (v) To protect or defend any common properties from loss or damage by suit or otherwise, to sue or defend in any court on behalf of the Association and to provide adequate reserves for repairs and replacements;
 - (vi) To make reasonable rules and regulations for the operation of any common properties and to amend them from time to time;
 - (vii) To prepare an annual operating budget and to make available for review by each Owner, upon the written request of an Owner desiring such review, at the Association offices within ninety (90) days after the end of each Fiscal Year an financial report;

- (viii) To adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; if proceeds are insufficient to repair damaged or replace lost property; and to assess Owners in proportionate amounts to cover the deficiency;
 - (ix) To provide adequate reserves for maintenance, repairs, operations, taxes and assessments for any common properties;
 - (x) To engage the services of attorneys and accountants (including an annual audit) in connection the business of the Association; and
 - (xi) To enforce the provisions of these covenants and restrictions and any rules made hereunder or by the Board and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (d) The Board is specifically authorized and empowered to establish (and to revise and amend from time to time) a monetary "fines" system which may include component steps such as warning citations, ticketing, due process hearings and appeals and a flat rate or discretionary range or geometric progression of fine amounts, which, when pronounced, shall constitute a permitted Individual Assessment secured by the continuing contract Payment and Performance Lien herein established.
- (e) The Association may (i) borrow monies from Developer; (ii) lease equipment from Developer; (iii) contract with Developer concerning the provision of any personnel, labor, supplies, materials and services, provided such contract terms and conditions are (A) generally comparable (in terms of price, quality and timeliness) with those that might be otherwise obtained from unrelated third parties, and (B) as to professional management contracts, terminable by the Association at any time for any reason whatsoever and without penalty upon furnishing at least ninety (90) days advance notice thereof to Developer. The Board shall not be required to solicit bids from unrelated third parties before entering into any contract with Developer and the reasonable judgment and resolution of the Board to enter into any such contract with Developer (absent fraud, gross negligence or willful misconduct) shall be final and conclusive and binding upon the Association and all of its Members.

Section 46. Duties of the Board of Directors with Respect to Assessments

- (a) In the event that the Board determines for any Fiscal Year to revise the amount or rate of the Annual Assessment established for the then current or prior Fiscal Year or to establish a Special Assessment or Special Group Assessment, the Board shall fix the amount of the Assessment in question against each Plot and the applicable due date(s) for each Assessment, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Plots and Assessments applicable thereto which shall be kept in the office of the Association.

- (b) The Board shall, upon reasonable demand, furnish to any Owner originally liable for any Assessment, a certificate in writing signed by an officer of the Association or the Managing Agent, setting forth whether the Assessment in question has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 47. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any owner (including, without limitation, Developer) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association. Any contract entered into on behalf of the Association shall have a term not to exceed three (3) years and be terminable on thirty (30) days prior written notice.

Section 48. Liability Limitations Neither any Owner nor a Director nor the officers and managers of the Association, including the Managing Agent, shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or for a tort of another Owner, whether such other Owner was acting on behalf of the Association or otherwise. Neither Developer, the Association, its Directors, officers, managers, agents or employees shall be liable for any actual, incidental or consequential damages for failure to inspect any Plot or the improvements located thereon or portion thereof or for failure to repair or maintain the same. Developer, the Association or any other Person liable to make such repairs or maintenance shall not be liable for any personal injury or other actual, incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Plot or any improvement located thereon or portion thereof.

Section 49. Reserve Funds. The Board may, at its option, establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts or any other recognized bookkeeping or tax procedures in order to better demonstrate that the amounts deposited therein are capital contributions and not net or taxable income to the Association.

Section 50. Registered Sex Offenders No registered sex offender (as defined in Chapter 62 of the Texas Code of Criminal Procedure and those certain provisions in the criminal codes applicable to sex offenders for each state in the United States of America) shall own or reside on any part of any Plot. Developer and/or the Association may from time to time, at its own discretion, search the following online databases (as long as such databases continue to be in existence under their respective URL's listed below) to determine if any Owner or any person residing on any Plot owned by Owner, if such information has been furnished to Developer and/or the Association by such Owner, is a registered sex offender in the State of Texas, or any other state in the United States of America, and found to be in violation of this restriction:

- <https://records.txdps.state.tx.us/soSearch/soSearch.cfm>
- www.instantbackgroundchecks.us

The failure to comply with this restriction may, at the Association's option, subject the Owner to an individual assessment of \$1000.00 per day for each day that such Owner fails to comply with this restriction. The non-payment of such assessment can result in a lien against said Plot, which lien may be foreclosed on in order to collect such fine in accordance with the provisions of covenants and restrictions.

To help prevent future violations of this restriction, every Owner of a Plot shall also search the online databases listed above prior to selling each Plot to a prospective purchaser. Developer and/or the Association shall not be obligated to provide any Owner or prospective purchaser (including any potential lender of prospective purchaser) an Estoppel Certificate or other letter evidencing Owner's current "good standing" under these covenants and restrictions until such Owner provides Developer and/or the Association with a notarized affidavit evidencing that Owner has conducted the required searches under this Section 50.

DEVELOPER ASSUMES NO LIABILITY FOR THE USE OR INTERPRETATION OF INFORMATION IN THESE COVENANTS AND RESTRICTIONS RELATING TO THE RESTRICTION PROVIDED UNDER THIS SECTION 50. THESE COVENANTS AND RESTRICTIONS AND ITS CONTENTS (INCLUDING, BUT NOT LIMITED TO THE RESTRICTION PROVIDED UNDER THIS SECTION 50) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS, AND EVERY OWNER OF EACH AND EVERY PLOT, AGREES THAT HE/SHE/IT WILL NOT BRING ANY ACTION OR SUIT AGAINST DEVELOPER, THE ASSOCIATION, THE ACC, THE BOARD, OR THE OFFICERS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM, TO RECOVER ANY SUCH DAMAGES BASED ON ANY PROVISION OF THESE COVENANTS AND RESTRICTIONS (INCLUDING, BUT NOT LIMITED TO, THIS SECTION 50) AND EACH AND EVERY OWNER HEREBY RELEASES, REMISES AND QUITCLAIMS ALL CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY POSSIBLE CLAIMS UNDER SECTIONS 209.009 AND 301.004 OF THE TEXAS PROPERTY CODE) ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 51. Rights of Certain Mortgagees and Mortgage Insurers The provisions within these Sections 51 – 61 are for the primary benefit of:

- (a) The owners and holders of Institutional Mortgages which are required to satisfy the applicable requirements of FHA, VA, FNMA, FHLMC and other

similar governmental, quasi-governmental and nationally recognized public and/or private sources of end financing (such mortgagees sometimes collectively referred to herein as "Eligible Mortgagees" and their mortgages referred to as "Eligible Mortgages"); and

- (b) The insurers, guarantors, participants and subsidizers of the Eligible Mortgages, sometimes collectively referred to herein as the "Eligible Insurers".

To the extent applicable, necessary or proper, the provisions of Sections 51 – 61 apply not only to these covenants and restrictions but also to the Articles and By-Laws of the Association. Sections 51 – 61 are supplemental to, and not in substitution of, any other provisions of these covenants and restrictions, the Articles and By-Laws, but in the event of ambiguity or conflict, Sections 51 – 61 shall control.

Section 52. Notices of Action An Eligible Mortgagee or Eligible Insurer who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and a reasonable description of the Dwelling Unit covered by the Eligible Mortgage) will be entitled to receive timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Plots or which materially affects any Dwelling Unit on which there is an Eligible Mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (c) any delinquency in the payment of Assessments or charges owed by an Owner of a Dwelling Unit subject to the Eligible Mortgage of such Eligible Mortgagee or Eligible Insurer, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) any proposed action which would require the consent of the Eligible Mortgagees as required hereinbelow.

Section 53. Joinder to Documents

- (a) In addition to the provisions set forth within these Sections 51 – 61, Eligible Mortgagees who have requested the Association to notify them concerning any proposed action that requires the consent of a specified percentage of Eligible Mortgagees also have the right to join in the decision making about certain amendments to these covenants and restrictions. In such regard amendments of a "material nature", as hereinafter defined, must be approved by (i) at least sixty-seven percent (67%) of Owners, and (ii) Eligible Mortgagees representing at least fifty-one percent (51%) of the Dwelling

Units that are subject to Eligible Mortgages. A substantive change to any of the following would be considered material.

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of any common Properties;
- (iv) responsibilities for maintenance and repairs;
- (v) boundaries of any Plot covered by an Eligible Mortgage;
- (vi) convertibility of Dwelling Units into common properties or vice versa;
- (vii) expansion to the Plots;
- (viii) insurance or fidelity bonds;
- (ix) leasing of Dwelling Units;
- (x) imposition of any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit;
- (xi) a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee; or
- (xii) modification of any provisions that expressly benefit Eligible Mortgagees or Eligible Insurers.

Additions or amendments such as the correction of a technical error or the clarification of a statement shall not be considered or construed as being of a material nature.

- (b) If and when Owners are considering termination of the coverage of these covenants and restrictions over the Plots for reasons other than substantial destruction or condemnation, the Eligible Mortgagees representing at least sixty-seven percent (67%) of the mortgaged Dwelling Units in the Plots must approve such termination.

Section 54. Special FHLMC Provision

- (a) So long as required by FHLMC, the following provisions apply in addition to and not in lieu of the other provisions of these Sections 51 – 61. Unless two-thirds (2/3) of the Eligible Mortgagees or Owners of Plots give their consent, and subject to the condition that any proposed action of the Association

purportedly covered by the following requirements must be material and adverse, the Association shall not:

- (i) except as expressly permitted hereby, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any common properties which the Association owns, directly or indirectly (exclusive of the granting of easements for public utilities or for other public purposes consistent with the intended use of the Plots);
 - (ii) change the method of determining the obligations in respect to Assessments, Charges or other monetary obligations which may be levied against an Owner;
 - (iii) by act or omission charge, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance as contemplated by these covenants and restrictions and maintenance of Dwelling Units and of any common properties;
 - (iv) assign any future income of the Association, including its right to receive Assessments;
 - (v) fail to maintain fire and extended coverage insurance on assets owned by the Association, as required by these covenants and restrictions; or
 - (vi) use hazard insurance proceeds for any losses to any common properties for any purpose other than the repair, replacement or reconstruction of such properties.
- (b) The provisions of this Section 54 shall not be construed to reduce the percentage vote that must be obtained from Eligible Mortgagees when a larger percentage vote is otherwise required for any of the actions described in this Section 54.
- (c) Eligible Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the common properties (if any) and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for any common properties owned by the Association, and Eligible Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.
- (d) No provision of these covenants and restrictions or the Bylaws shall give or shall be construed as giving any Owner or other party priority over any right of the first mortgage of any Plot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of a common property (if any).
- (e) Upon request, each Owner shall be obligated to furnish the Association the name and address of the holder of any Mortgage encumbering such Owner's Plot.

- (f) Should FNMA or FHLMC subsequently delete any of their respective requirements which necessitate the provisions of these Sections 51 – 61 or make any such requirements less stringent, the Board, without the approval of Owners, may cause an amendment to these Sections 51 – 61 to be recorded to reflect such change or changes.

Section 55. Approval of Amendments The failure of an Eligible Mortgagee or Eligible Insurer to respond within thirty (30) days to any written request of the Association or the Board for approval of an addition or amendment shall constitute an implied written approval of the addition or amendment.

Section 56. Inspection of Books The Association shall have current copies of the Declaration, Articles, Bylaws, rules and regulations, books, records and financial statements available for inspection by Owners and by Eligible Mortgagees and Eligible Insurers during normal business hours or under other reasonable circumstances.

Section 57. Financial Statements The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each Fiscal Year. Each such Eligible Mortgagee and Eligible Insurer shall have the right to have such statements audited by an independent certified public accountant at its sole cost and expense, which audited report shall be made available to the Association within thirty (30) days following completion. The Association shall not be obligated to cause its financial statements to be audited by more than one (1) Eligible Mortgagee or Eligible Insurer more than once in any Fiscal Year.

Section 58. Enforcement The provisions of these Sections 51 – 61 are and shall be for the benefit of Eligible Mortgagees and Eligible Insurers and their successors and may be enforced by any of them by any available means, at law, or in equity.

Section 59. Attendance at Meetings Any authorized representative(s) of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting of the Association which an Owner may attend.

Section 60. Annexation With respect to any annexation of additional lands within the scheme of these covenants and restrictions, the following additional provisions shall apply:

- (a) Prescribing Assessments and/or granting voting rights to the annexed properties shall be generally in accordance with these covenants and restrictions;
- (b) All improvements intended for future phases will be substantially completed prior to annexation and will be consistent with the initial improvements in terms of quality of construction; and
- (c) The annexation document(s) that will be recorded will likely be a declaration similar to these covenants and restrictions.

Section 61. Working Capital Fund To the extent required by any promulgated regulations of any Eligible Mortgagees and/or Eligible Insurers, and/or, after the expiration of the Development Period, if determined by the Board to be reasonably necessary to the operation of the Association, the Association shall establish a working capital fund at least equal to two month's, or one-sixth (1/6), of the Annual Assessment for each Plot. Any amounts paid into this fund should not be considered as advance payments of regular assessments. Each Owner's share of the working capital fund should be collected at the time the sale of the Plot is closed or at the time such fund is established and then should be transferred to the Association for deposit to a segregated fund.

Section 62. Power of Attorney.

- (a) Except with respect to any matter set forth herein which requires the consent and/or approval of a certain number or percentage of Owners and such consent and/or approval is not obtained (for which the power of attorney granted herein shall not apply), and only during the term of the Development Period, each and every Owner hereby makes, constitutes and appoints Developer as his/her/its true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her/its and in his/her/its name, place and stead and for his/her/its use and benefit, to do the following:
 - (i) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Plots;
 - (ii) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s) and restriction(s) as Developer shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and
 - (iii) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Plots, or any part thereof, with any easements and rights-of-way to be therein contained as Developer shall deem necessary, proper and expedient under the conditions as may then be existing.
- (b) The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Records and shall remain in full force and effect until the expiration of the Development Period, at which time such rights, powers and authority shall terminate.
- (c) Notwithstanding any other provision set forth herein, the provisions of paragraph (a) above cannot be amended or modified in any respect without the consent of Owners owning at least fifty-one percent (51%) of the Plots subject to this Declaration.

Section 63. Amendments. The covenants and restrictions set forth herein are expressly subject to change, modification and/or deletion by means of amendment, at any time and from time to time, on the following basis:

- (a) During the Development Period (i) in response to any governmental or quasi-governmental guideline requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, or (ii) in respect to any amendments desired by Developer, Developer shall have the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of these covenants and restrictions, and each and every Owner specifically and affirmatively authorizes and empowers Developer, utilizing the attorney-in-fact status set forth in Section 62 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Developer (in its sole and absolute discretion) shall deem reasonable and appropriate.
- (b) From and after conclusion of the Development Period, these covenants and restrictions, other than amendments of a "material nature", may be amended or changed upon the express written consent of the Board, without the approval of any Owner.
- (c) Amendments of a "material nature" to the Declaration must be agreed to and approved, from and after the expiration of the Development Period, by Owners owning at least fifty-one percent (51%) of the Plots.
- (d) A substantive change to any provision dealing with or governing any of the following items will be considered an amendment of a "material nature":
 - (i) voting rights of any Member;
 - (ii) increases in Annual Assessments that raise the previous Annual Assessment amount by more than ten percent (10%), liens securing the payment of Assessments, or subordination of liens securing the payment of Assessments, or materially and adversely changing the method of determining the obligations in respect to Assessments, Charges or other monetary obligations which may be levied against an Owner;
 - (iii) material reduction of reserves for maintenance, repair, and replacement of any common properties;
 - (iv) responsibility for maintenance and repairs;
 - (v) except as expressly permitted herein, convertibility of any Plot into common properties or vice versa;

-
- (vi) the addition, annexation, or withdrawal of the property to or from the Plots, except as expressly permitted by the provisions of these covenants and restrictions hereof;
 - (vii) hazard or fidelity insurance requirements;
 - (viii) imposition of any restrictions on an Owner's right to sell or transfer his/her/its Plot;
 - (ix) restoration or repair (after a hazard damage or partial condemnation) of common properties in a manner other than that specified herein; or
 - (x) any action to terminate the legal status of the Plots after substantial destruction or condemnation occurs or any action which materially and adversely alters the use of hazard insurance proceeds in respect to any losses to any common properties for any purpose other than the repair, replacement or reconstruction of any common properties.
- (e) A substantive change to any provision dealing with or governing any of the following items will be considered as "material", subject to the condition that any proposed action of the Association purportedly covered by the following must be material and adverse:
- (i) except as expressly permitted hereby, any act or omission to act seeking to abandon, partition, subdivide, encumber, sell or transfer an common properties which the Association owns, directly or indirectly (exclusive of the granting of easements for public utilities or for other public purposes consistent with the intended use of the Plots);
 - (ii) any act or omission to act changing, waiving or abandoning any scheme of regulations or enforcement thereof pertaining to the design or the exterior appearance as contemplated by these covenants and restrictions and maintenance of any common properties;
 - (iii) any act assigning any future income of the Association, including its right to receive Assessments; or
 - (iv) failing to maintain fire and extended coverage insurance on assets owned by the Association, as required by these covenants and restrictions.
- (f) Additions or amendments to these covenants and restrictions such as the correction of a technical error or the clarification of a statement shall not be considered or construed as being "material," which amendment or amendments may be made by Developer or the Board. Any and all amendments shall be duly recorded in the Records.

Section 64. Severability. Each section, part, term or provision of these covenants and restrictions shall be considered severable, and if, for any reason, any section,

part, term or provision herein or therein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other sections, parts, terms or provisions of these covenants and restrictions, as applicable, as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto and thereto, and said invalid sections, parts, terms or provisions shall not be deemed to be a part of these covenants and restrictions, as applicable.

ARTICLE V.
Architectural Control Committee

There shall be maintained an Architectural Control Committee, hereinafter referred to as the Committee, which shall be governed by the following rules and regulations.

Section 1. Committee Members. The Committee shall consist of five members. Each member shall serve for life unless he resigns or is removed as hereinafter provided. The initial members of the Committee shall be Michael Biggerstaff, Cole McCrory, Charlie Halfmann, Gene Gully, and Jim Mundell. At the death, resignation or removal of any member, then a majority of the Owners of the Tracts shall select his successor. The designation of new members shall be in writing and shall be duly recorded in the Official Records of Tom Green County, Texas.

Section 2. Committeemen. Any member may resign by filing with the Committee a ten day written notice thereof. Any member may be removed for good cause by a majority vote of the Committee. If a member delivers to the Committee a written request for a hearing within ten days after receiving written notice of his removal, he shall be given a hearing before the Committee to reconsider whether good cause exists. If the Committee determines after hearing that no good cause exists, then the member shall be reinstated.

Section 3. Failure to Act. In the event a Committee member fails to perform his responsibilities as generally provided herein, then the other Committee members may replace the member of the Committee with a new member selected and approved by remaining members who shall likewise serve for life subject to the rules and procedures herein stated. The designation of such new members shall be in writing, duly recorded, and same shall be conclusive as to the membership of the Committee.

Section 4. Responsibilities. It shall be the responsibility of the Committee to preserve the value of the Properties and to encourage its prudent and proper development. It shall review the construction plans and specifications and proposed location of improvements as required in Article IV, Section 15, above and shall make prompt rulings thereon. All rulings or recommendations shall be in writing with a copy to be delivered to the Owner or his agent and a copy to be retained for the permanent records of the Architectural Control Committee.

Section 5. Timeliness. In the event the Committee should fail to issue its written ruling in response to the Owner's request therefore within thirty (30) days from receipt of each request and properly supported with adequate plans and specifications and location data, then it shall be presumed that the Architectural Control Committee has approved such request. All documents must be delivered to Architectural Control Committee in person or by certified mail.

Section 6. Failure of Owner to Submit Request. In the event an Owner fails to submit a request properly accompanied with construction plans and specifications and location data but proceeds with the construction thereof, or in the event an Owner proceeds with construction following the disapproval of the Committee, or proceeds with construction that is inconsistent with the plans and specifications or locations that have been approved by the Committee, the Committee shall have the right, at its election, to secure injunctive relief against such construction, including judicial relief requiring the removal of such construction, by bringing suit thereon prior to the expiration of sixty days following completion of the construction thereof. Architectural Control Committee reserves the right to recover any/all incurred costs relative to pursuit of violating party.

Section 7. Policies and Guidelines. The Committee shall, by a majority vote, determine such policies and guidelines as it shall deem to be feasible in assisting Owners in planning the construction of their improvements. Nothing herein, however, shall be construed as an estoppel of the Committee in adopting new policies and guidelines when prior rulings or policies and guidelines have, in the opinion of the Committee proven to be detrimental to the purposes and responsibilities of the Committee.

Section 8. Delegation. The Committee may, at its discretion and from time-to-time, delegate its duties of review and approval and rulings thereon to one or more of its members. Any rulings by either the Committee or any delegate thereof shall be final and conclusive unless, upon receipt of written request for review from the Owner within ten days from a ruling rendered only by any delegate, the Committee should determine to grant a review of the ruling. If such request is granted, the Committee shall set a time and place for a full Committee review, the decision of which by a majority of its members shall then be final.

Section 9. Fees and Compensation. Members of the Committee shall serve without remuneration for their personal services except that they shall be reimbursed for all reasonable expenses, including automobile mileage, incurred by them in the performance of their duties and further except that the Committee shall remunerate any delegate for his reviewing and issuing a ruling on the plans and specifications and locations data, including an inspection of the site of the proposed improvement. The Committee may, at its discretion, charge an Owner a fee not to exceed \$50.00 for each separate item to be constructed to defray its expenses. Any additional financial needs of the Committee shall be funded by the Developer upon the presentation of requests by the Committee and approval thereof by the Developer.

Section 10. Enforcement. It shall be the primary responsibility, but not the duty, of the Committee to enforce strict compliance by Owners with the Covenants and Restrictions provided in Article IV above. As an exception to the funding provision of Section 9 above, the Developer shall fund all reasonable and necessary legal expense of the Architectural Control Committee in pursuing such enforcement. Said Covenants and Restrictions may be enforced by proceedings at law or in equity, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance, or by any other legal remedy. Owner waives notice of non-compliance. If, however, the Committee should notify Owner in writing of non-compliance of any Covenants and Restrictions and Owner fails to cure same within ten days from delivery thereof, the Committee, or its agent, shall be authorized to enter upon Owner's tract to correct such non-compliance at the expense and cost of Owner which shall become due and payable on demand, shall bear interest at the rate of eighteen percent (18%) per annum, and shall become liable for the Committee's reasonable attorney's fees and court costs incurred in enforcement which shall likewise become payable upon demand, bear interest at the rate of eighteen percent (18%) per annum, and become a lien against the Tract. Failure of the Committee to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title to any such Tract under violation. Enforcement of the strict compliance with the Covenants and Restrictions may also be pursued by the Developer at the cost and expense of the

Developer or by any Owner also at the cost and expense of the Developer; provided, however, that the Owner is successful in obtaining, judicial relief thereon.

ARTICLE VI **Annual Charge**

For the purpose of providing funds for the maintenance of common areas and common elements, each Tract shall be subject to an annual charge, (hereinafter referred to as the "Annual Charge"), as follows:

Section 1. The Annual Charge shall be \$250.00 commencing on June 1, 2006, and shall be paid to Developer. The Developer may increase the amount of the Annual Charge, but the Annual Charge shall in no event be increased more than 10% per year.

Section 2. The Annual Charge shall be billed each year in June. Any Owner failing to pay within thirty (30) days of billing date, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.

Section 3. The Annual Charge hereby imposed shall be and remain a charge against and a continued lien against any Tract, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanics lien, contract, deed of trust or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the Tract in question shall be considered a prior and superior lien on the Tract and shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.

Section 4. If the Owner of any Tract shall fail to pay the annual Charge, when due, the Developer shall have the right to enforce the lien which is hereby imposed, under the law of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.

Section 5. Such funds received by Developer shall be used by it for the payment of any expense in maintaining the Common Properties contained in the Plat.

ARTICLE VII **General Provisions**

Section 1. Notices. All Notices required herein shall be deemed effective if delivered personally or if sent by United States certified mail with adequate postage paid addressed to the Sendee at his last known address.

Section 2. Severability. Invalidation of any one of the provisions, covenants, restrictions or conditions of this Declaration by judgment of a court of competent jurisdiction shall in no wise affect any other provisions, covenant, restriction or condition which shall remain in full force and effect.

DATED this ____ day of May, 2006.

LIPAN DEVELOPMENT COMPANY, L.L.C.

By: _____

By: _____

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

 This instrument was acknowledged before me on the _____ day of May, 2006, by
_____, President of LIPAN DEVELOPMENT COMPANY, L.L.C., on behalf of
said Corporation.

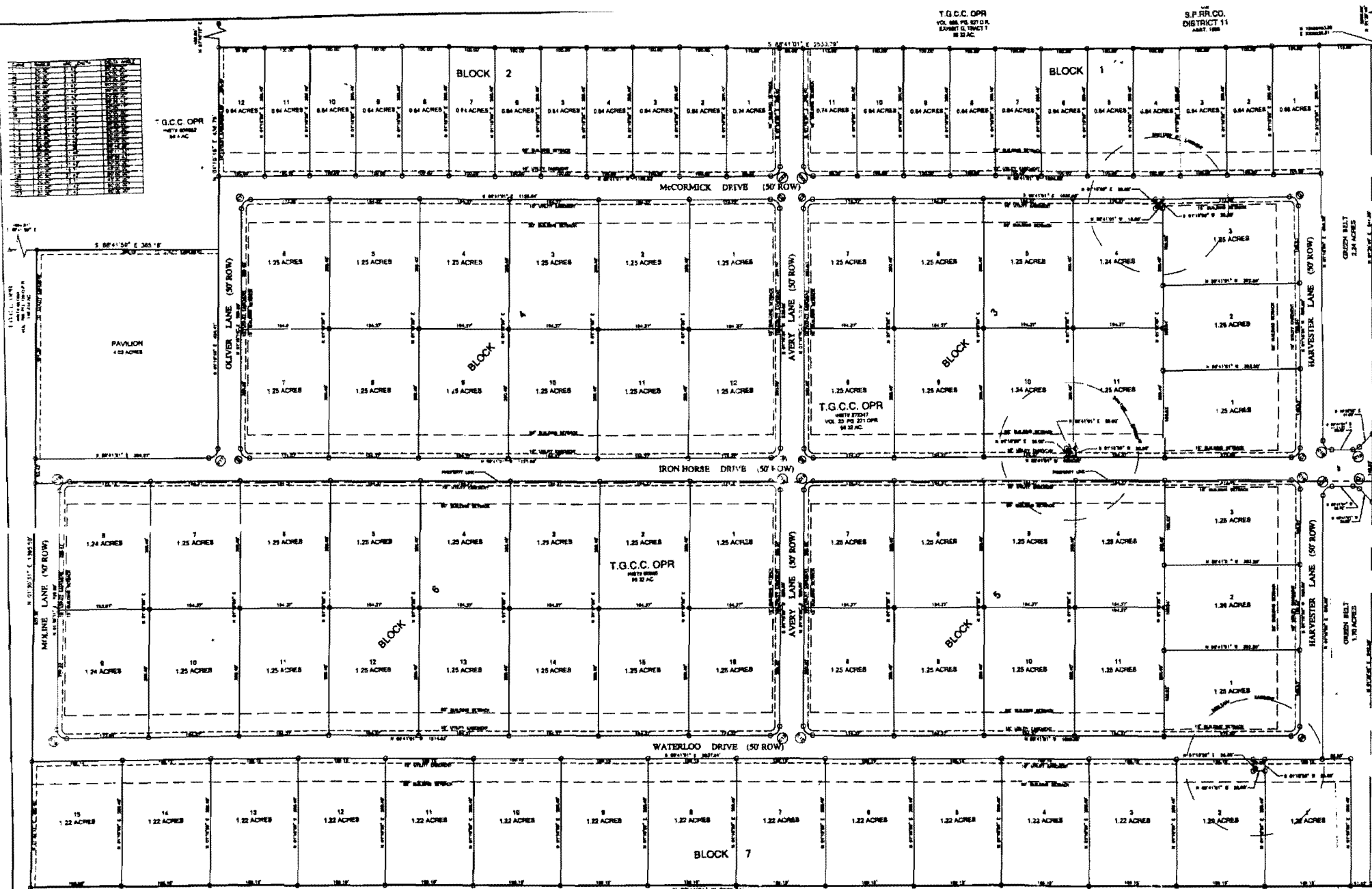
Notary Public – State of Texas

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

 This instrument was acknowledged before me on the _____ day of May, 2006, by
_____, _____ of LIPAN DEVELOPMENT COMPANY, L.L.C., on
behalf of said Corporation.

Notary Public – State of Texas



LEGEND

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1.00	1.00	1.00	1.00	1.00
2.00	2.00	2.00	2.00	2.00
3.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	4.00
5.00	5.00	5.00	5.00	5.00
6.00	6.00	6.00	6.00	6.00
7.00	7.00	7.00	7.00	7.00
8.00	8.00	8.00	8.00	8.00
9.00	9.00	9.00	9.00	9.00
10.00	10.00	10.00	10.00	10.00
11.00	11.00	11.00	11.00	11.00
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16.00	16.00	16.00	16.00	16.00
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19.00	19.00	19.00	19.00	19.00
20.00	20.00	20.00	20.00	20.00
21.00	21.00	21.00	21.00	21.00
22.00	22.00	22.00	22.00	22.00
23.00	23.00	23.00	23.00	23.00
24.00	24.00	24.00	24.00	24.00
25.00	25.00	25.00	25.00	25.00
26.00	26.00			

115 of all cases of lead in Surrey by 60. Address: The 1960, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 83

911 COORDINATOR

STATE OF TEXAS
COUNTY OF TOM GREEN

DEDICATION

COUNTY CLERK

COUNTY COMMISSION

SPECIAL NOTES:

The Commissioner of Agriculture and the
 individuals of the State have been commonly
 their legal title of Town Group County Department
 have been initiated.

No structure in this institution shall be accepted
 full membership in a private association or in an
 other institution which has been approved
 and permitted by the State Group County
 Departmental Board Department.

Town Group County Commissioner's Court under an
 Representative Commissioner or to the private water
 availability for any town in this institution.



BRIDWELL SURVEYING
8228 WRANGLER LANE
SAN ANGELO, TEXAS 76904
(336) 840-2347

SURVEYOR'S CERTIFICATE
KNOWN ALL MEN BY THESE PRESENTS:
 That I, Robert T. Bryant, a Registered Professional
 and Surveyor to hereby certify that I prepared this plat
 upon an actual on the ground survey of this tract. That
 the various measurements shown hereon were taken and/or
 are under my supervision.

T.G.C.C. OFF
 907TH BDRY
 VOL. 88A. PG. 12 OFF
 NLANDST. 88 88 AC.

IRON HORSE I
TOM GREEN COUNTY, TEXAS
OWNER - DEVELOPER
LIPAN DEVELOPMENT COMPANY, L.L.C.

T.G.C.C. DPR
 00019 477811
 VOL. 72A PG. 200 DPR
 14.000 AC

BID TABULATION

**TOM GREEN COUNTY
WATER SYSTEM IMPROVEMENTS**

Engineer: Jacob & Martin, Ltd.
Abilene, Texas

Bid Date: May 9, 2006; 2:30 PM

Texas Water & Soil Co.		Darnell & Dickson Construction		Roberts Construction Company	
3022 West FM 2105		5039 N Chadbourne		P. O. Box 60086	
San Angelo, TX 76901		San Angelo, TX 76903		San Angelo, Texas 76906	
Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Install the Following:					
\$ 18.25	\$ 71,631.25	\$ 32.00	\$ 125,600.00	\$ 33.00	\$ 129,525.00
\$ 6.25	\$ 6,218.75	\$ 25.84	\$ 25,710.80	\$ 25.00	\$ 24,875.00
\$ 2.50	\$ 1,125.00	\$ 14.00	\$ 6,300.00	\$ 15.00	\$ 6,750.00
\$ 600.00	\$ 6,600.00	\$ 625.68	\$ 6,882.48	\$ 800.00	\$ 8,800.00
\$ 285.00	\$ 1,710.00	\$ 405.60	\$ 2,433.60	\$ 575.00	\$ 3,450.00
\$ 2,400.00	\$ 12,000.00	\$ 2,510.00	\$ 12,550.00	\$ 1,600.00	\$ 8,000.00
\$ 375.00	\$ 1,500.00	\$ 930.00	\$ 3,720.00	\$ 1,200.00	\$ 4,800.00
\$ 1,000.00	\$ 1,000.00	\$ 889.92	\$ 889.92	\$ 900.00	\$ 900.00
\$ 765.00	\$ 1,530.00	\$ 891.00	\$ 1,782.00	\$ 1,775.00	\$ 3,550.00
\$ 250.00	\$ 250.00	\$ 488.00	\$ 488.00	\$ 950.00	\$ 950.00
\$ 225.00	\$ 7,875.00	\$ 288.00	\$ 10,080.00	\$ 410.00	\$ 14,350.00
\$ 0.15	\$ 738.00	\$ 0.11	\$ 541.20	\$ 0.25	\$ 1,230.00
\$ 112,178.00		\$ 196,978.00		\$ 207,180.00	
Install the Following:					
\$ 2,400.00	\$ 12,000.00	\$ 2,297.00	\$ 11,485.00	\$ 1,600.00	\$ 8,000.00
\$ 1,000.00	\$ 1,000.00	\$ 876.00	\$ 876.00	\$ 900.00	\$ 900.00
\$ 13,000.00		\$ 12,361.00		\$ 8,900.00	
120		300		210	

#14



Dianna Spieker, CIO, CCT
Tom Green County Treasurer

FY 06 Monthly Report
April 2006

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

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

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

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

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

Filed with accompanying vouchers this the 23rd day of May 2006.

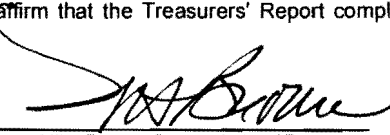

Dianna Spieker, Treasurer, Tom Green County / Date

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


Nathan Cradduck, Auditor, Tom Green County / Date

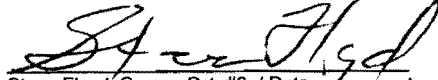
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office, the County Auditor's office, and other county staff, approve the report, subject to the independent auditor's review and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

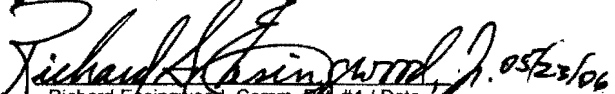
In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}


Mike Brown, County Judge / Date


Ralph Hoelscher, Comm. Pct. #1 / Date


Karl Bookter, Comm. Pct. #2 / Date


Steve Floyd, Comm. Pct. #3 / Date


Richard Easingwood, Comm. Pct. #4 / Date 05/23/06

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

Section 1- Cash Flow Page 3

Section 2 – Investments Page 20

Prepared by Dianna Spieker, Tom Green County Treasurer

Section 1- Cash Flow

Cash Disbursement vs. Revenue Report Page 4

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

Funds on deposit at Wells Fargo Bank	XXX-000-1010
Funds held in Securities	XXX-000-1512
Funds on deposit at MBIA	XXX-000-1515
Funds on deposit at Funds Management	XXX-000-1516

Wells Fargo Bank Collateral Page 110

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

Bond Indebtedness Page 17

Interest & Bank Service Charge Page 18

Sample Bank Reconciliation (OPER) Page 19

	Prev Mo Balance	.....Receipts	..Disbursements	Closing Balance
GENERAL FUND				
001-000-1010 - CASH	\$ 719,721.54	\$ 1,987,666.79	\$ 2,347,151.92	\$ 360,236.41
001-000-1512 - SECURITIES	499,710.00			499,710.00
001-000-1515 - MBIA	6,641,072.10	340,163.20	774,000.00	6,207,235.30
001-000-1516 - FUNDS MANAGEMENT	5,824,842.09	21,463.29		5,846,305.38
Total GENERAL FUND	\$ 13,685,345.73	\$ 2,349,293.28	\$ 3,121,151.92	\$ 12,913,487.09
ROAD & BRIDGE PRECINCT 1 & 3				
005-000-1010 - CASH	\$ 70,909.04	\$ 77,310.16	\$ 123,745.85	\$ 24,473.35
005-000-1515 - MBIA	552,449.74	26,863.55		579,313.29
005-000-1516 - FUNDS MANAGEMENT	0.00			0.00
Total ROAD & BRIDGE PRECINCT 1 & 3	\$ 623,358.78	\$ 104,173.71	\$ 123,745.85	\$ 603,786.64
ROAD & BRIDGE PRECINCT 2 & 4				
006-000-1010 - CASH	\$ 54,080.98	\$ 77,277.50	\$ 91,061.23	\$ 40,297.25
006-000-1515 - MBIA	592,634.94	27,018.03		619,652.97
Total ROAD & BRIDGE PRECINCT 2 & 4	\$ 646,715.92	\$ 104,295.53	\$ 91,061.23	\$ 659,950.22
CAFETERIA PLAN TRUST				
009-000-1010 - CASH	\$ 4,188.86	\$ 6,286.88	\$ 5,583.41	\$ 4,892.33
Total CAFETERIA PLAN TRUST	\$ 4,188.86	\$ 6,286.88	\$ 5,583.41	\$ 4,892.33
COUNTY LAW LIBRARY				
010-000-1010 - CASH	\$ 3,321.65	\$ 5,543.12	\$ 6,530.08	\$ 2,334.69
010-000-1515 - MBIA	5,806.37	3,026.49		8,832.86
010-000-1516 - FUNDS MANAGEMENT	65,205.97	240.26		65,446.23
Total COUNTY LAW LIBRARY	\$ 74,333.99	\$ 8,809.87	\$ 6,530.08	\$ 76,613.78
CAFETERIA/ZP				
011-000-1010 - CASH	\$ 2,500.00	\$ 5,411.16	\$ 5,411.16	\$ 2,500.00
Total CAFETERIA/ZP	\$ 2,500.00	\$ 5,411.16	\$ 5,411.16	\$ 2,500.00
JUSTICE COURT TECHNOLOGY FUND				
012-000-1010 - CASH	\$ 1,953.31	\$ 3,117.48	\$ 1,304.83	\$ 3,765.96
012-000-1515 - MBIA	102,005.85	461.33		102,467.18
Total JUSTICE COURT TECHNOLOGY FUND	\$ 103,959.16	\$ 3,578.81	\$ 1,304.83	\$ 106,233.14
LIBRARY/HUGHES SETTLEMENT				
014-000-1010 - CASH	\$ 479.91	\$ 1.99	\$	\$ 481.90
014-000-1515 - MBIA	3,733.14	14.35		3,747.49
014-000-1516 - FUNDS MANAGEMENT	490,263.87	1,806.46		492,070.33
Total LIBRARY/HUGHES SETTLEMENT	\$ 494,476.92	\$ 1,822.80	\$ 0.00	\$ 496,299.72

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions April 01, 2006 - April 30, 2006

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The Software Group, Inc.

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
LIBRARY DONATIONS FUND				
015-000-1010 - CASH	\$ 580.14	\$ 1,457.01	\$ 932.26	\$ 1,104.89
015-000-1515 - MBIA	22,638.13	87.83		22,725.96
Total LIBRARY DONATIONS FUND	\$ 23,218.27	\$ 1,544.84	\$ 932.26	\$ 23,830.85
RECORDS MGT DIST CLERK/GC.51.317(C) (2)				
016-000-1010 - CASH	\$ 1,227.73	\$ 870.07	\$ 29.85	\$ 2,067.95
016-000-1515 - MBIA	8,318.21	30.99		8,349.20
Total RECORDS MGT DIST CLERK/GC.51.317(C) (2)	\$ 9,545.94	\$ 901.06	\$ 29.85	\$ 10,417.15
RECORDS MGMT/DIST CRTS/CO WIDE				
017-000-1010 - COUNTY WIDE - CASH	\$ 2,009.02	\$ 1,618.78	\$ 2,000.00	\$ 1,627.80
017-000-1515 - MBIA	8,555.20	2,030.29		10,585.49
Total RECORDS MGMT/DIST CRTS/CO WIDE	\$ 10,564.22	\$ 3,649.07	\$ 2,000.00	\$ 12,213.29
COURTHOUSE SECURITY				
018-000-1010 - CASH	\$ 3,961.49	\$ 6,773.01	\$ 7,520.59	\$ 3,213.91
018-000-1515 - MBIA	83,058.14	6,311.74		89,369.88
Total COURTHOUSE SECURITY	\$ 87,019.63	\$ 13,084.75	\$ 7,520.59	\$ 92,583.79
RECORDS MGMT/CO CLK/CO WIDE				
019-000-1010 - CASH	\$ 2,229.38	\$ 1,999.59	\$ 2,000.00	\$ 2,228.97
019-000-1515 - MBIA	98,151.30	2,371.74		100,523.04
Total RECORDS MGMT/CO CLK/CO WIDE	\$ 100,380.68	\$ 4,371.33	\$ 2,000.00	\$ 102,752.01
LIBRARY MISCELLANEOUS FUND				
020-000-1010 - CASH	\$ 2,005.46	\$ 3,647.74	\$ 3,263.58	\$ 2,389.62
020-000-1515 - MBIA	44,950.93	177.63		45,128.56
Total LIBRARY MISCELLANEOUS FUND	\$ 46,956.39	\$ 3,825.37	\$ 3,263.58	\$ 47,518.18
CIP DONATIONS				
021-000-1010 - CASH	\$ 4,240.20	\$ 17.82	\$ 60.47	\$ 4,197.55
Total CIP DONATIONS	\$ 4,240.20	\$ 17.82	\$ 60.47	\$ 4,197.55
TGC BATES FUND				
022-000-1010 - CASH	\$ 265.48	\$ 1.10		\$ 266.58
022-000-1515 - MBIA	32.40	0.12		32.52
022-000-1516 - FUNDS MANAGEMENT	83,222.19	306.65		83,528.84
Total TGC BATES FUND	\$ 83,520.07	\$ 307.87	\$ 0.00	\$ 83,827.94
GENERAL LAND PURCHASE FUND				
025-000-1010 - CASH	\$ 123.40	\$ 0.51		\$ 123.91
025-000-1515 - MBIA	10,679.62	41.05		10,720.67

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions April 01, 2006 - April 30, 2006

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The Software Group, Inc.

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total GENERAL LAND PURCHASE FUND	\$ 10,803.02	\$ 41.56	\$ 0.00	\$ 10,844.58
RESERVE FOR SPECIAL VENUE TRIALS				
026-000-1010 - CASH	\$ 200,000.00	\$	\$	\$ 200,000.00
Total RESERVE FOR SPECIAL VENUE TRIALS	\$ 200,000.00	\$ 0.00	\$ 0.00	\$ 200,000.00
TEXAS COMMUNITY DEVELOPMENT PROGRAM				
027-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total TEXAS COMMUNITY DEVELOPMENT PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
COUNTY CLERK PRESERVATION				
030-000-1010 - CASH	\$ 4,245.23	\$ 10,020.12	\$ 10,347.60	\$ 3,917.75
030-000-1515 - MBIA	26,058.56	9,072.55		35,131.11
Total COUNTY CLERK PRESERVATION	\$ 30,303.79	\$ 19,092.67	\$ 10,347.60	\$ 39,048.86
COUNTY CLERK ARCHIVE				
032-000-1010 - CASH	\$ 3,797.94	\$ 8,740.72	\$ 7,327.94	\$ 5,210.72
032-000-1515 - MBIA	71,673.46	295.82		71,969.28
Total COUNTY CLERK ARCHIVE	\$ 75,471.40	\$ 9,036.54	\$ 7,327.94	\$ 77,180.00
CHILD ABUSE PREVENTION FUND				
035-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total CHILD ABUSE PREVENTION FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
THIRD COURT OF APPEALS FUND				
036-000-1010 - CASH	\$ 2,580.00	\$ 795.00	\$	\$ 3,375.00
Total THIRD COURT OF APPEALS FUND	\$ 2,580.00	\$ 795.00	\$ 0.00	\$ 3,375.00
JUSTICE COURT SECURITY FUND				
037-000-1010 - CASH	\$ 1,231.11	\$ 586.03	\$ 14.64	\$ 1,802.50
Total JUSTICE COURT SECURITY FUND	\$ 1,231.11	\$ 586.03	\$ 14.64	\$ 1,802.50
WASTEWATER TREATMENT				
038-000-1010 - CASH	\$ 570.00	\$ 150.00	\$	\$ 720.00
Total WASTEWATER TREATMENT	\$ 570.00	\$ 150.00	\$ 0.00	\$ 720.00
COUNTY ATTORNEY FEE ACCOUNT				
045-000-1010 - CASH	\$ 9,340.10	\$ 4,186.12	\$ 4,480.03	\$ 9,046.19
Total COUNTY ATTORNEY FEE ACCOUNT	\$ 9,340.10	\$ 4,186.12	\$ 4,480.03	\$ 9,046.19
JUROR DONATIONS				
047-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00

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Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
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The Software Group, Inc.

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total JUROR DONATIONS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ELECTION CONTRACT SERVICE				
048-000-1010 - CASH	\$ 4,552.00	\$ 4,403.23	\$ 7,482.89	\$ 1,472.34
Total ELECTION CONTRACT SERVICE	\$ 4,552.00	\$ 4,403.23	\$ 7,482.89	\$ 1,472.34
JUDICIAL EDUCATION/COUNTY JUDGE				
049-000-1010 - CASH	\$ 1,758.79	\$ 132.87	\$ 878.20	\$ 1,013.46
Total JUDICIAL EDUCATION/COUNTY JUDGE	\$ 1,758.79	\$ 132.87	\$ 878.20	\$ 1,013.46
51ST DISTRICT ATTORNEY FEE				
050-000-1010 - CASH	\$ 15,234.43	\$ 539.36	\$ 821.15	\$ 14,952.64
Total 51ST DISTRICT ATTORNEY FEE	\$ 15,234.43	\$ 539.36	\$ 821.15	\$ 14,952.64
LATERAL ROAD FUND				
051-000-1010 - CASH	\$ 17,450.10	\$ 72.26	\$	\$ 17,522.36
Total LATERAL ROAD FUND	\$ 17,450.10	\$ 72.26	\$ 0.00	\$ 17,522.36
51ST DA SPC FORFEITURE ACCT				
052-000-1010 - CASH	\$ 56,409.00	\$ 557.40	\$ 1,452.25	\$ 55,514.15
Total 51ST DA SPC FORFEITURE ACCT	\$ 56,409.00	\$ 557.40	\$ 1,452.25	\$ 55,514.15
95 CONSTRUCTION/CERT OBLIG SERIES				
053-000-1010 - CASH	\$ 42,782.31	\$	\$	\$ 42,782.31
Total 95 CONSTRUCTION/CERT OBLIG SERIES	\$ 42,782.31	\$ 0.00	\$ 0.00	\$ 42,782.31
119TH DISTRICT ATTORNEY FEE				
055-000-1010 - CASH	\$ 8,822.10	\$ 686.99	\$ 250.75	\$ 9,258.34
Total 119TH DISTRICT ATTORNEY FEE	\$ 8,822.10	\$ 686.99	\$ 250.75	\$ 9,258.34
STATE FEES/CIVIL				
056-000-1010 - CASH	\$ 26,402.75	\$ 88,562.15	\$ 105,513.15	\$ 9,451.75
056-000-1515 - MBIA	64,400.00	15,000.00	61,000.00	18,400.00
Total STATE FEES/CIVIL	\$ 90,802.75	\$ 103,562.15	\$ 166,513.15	\$ 27,851.75
119TH DA/DPS FORFEITURE ACCT				
057-000-1010 - CASH	\$ 88.80	\$ 0.35	\$	\$ 89.15
Total 119TH DA/DPS FORFEITURE ACCT	\$ 88.80	\$ 0.35	\$ 0.00	\$ 89.15
119TH DA/SPC FORFEITURE ACCT				
058-000-1010 - CASH	\$ 10,287.24	\$ 4,788.26	\$ 1,426.41	\$ 13,649.09

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total 119TH DA/SPC FORFEITURE ACCT	\$ 10,287.24	\$ 4,788.26	\$ 1,426.41	\$ 13,649.09
PARK DONATIONS FUND				
059-000-1010 - CASH	\$ 57.34	\$ 0.24		\$ 57.58
Total PARK DONATIONS FUND	\$ 57.34	\$ 0.24	\$ 0.00	\$ 57.58
TAIP GRANT/CSCD				
063-000-1010 - CASH	\$ 50,062.88	\$ 992.00	\$ 17,337.19	\$ 33,717.69
Total TAIP GRANT/CSCD	\$ 50,062.88	\$ 992.00	\$ 17,337.19	\$ 33,717.69
DIVERSION TARGET PROGRAM				
064-000-1010 - CASH	\$ 19,855.09	\$ 1,359.00	\$ 7,831.66	\$ 13,382.43
Total DIVERSION TARGET PROGRAM	\$ 19,855.09	\$ 1,359.00	\$ 7,831.66	\$ 13,382.43
COMMUNITY SUPERVISION & CORRECTIONS				
065-000-1010 - CASH	\$ 242,972.18	\$ 155,040.91	\$ 189,678.76	\$ 208,334.33
Total COMMUNITY SUPERVISION & CORRECTIONS	\$ 242,972.18	\$ 155,040.91	\$ 189,678.76	\$ 208,334.33
COURT RESIDENTIAL TREATMENT				
066-000-1010 - CASH	\$ 289,458.48	\$ 8,367.31	\$ 94,301.03	\$ 203,524.76
Total COURT RESIDENTIAL TREATMENT	\$ 289,458.48	\$ 8,367.31	\$ 94,301.03	\$ 203,524.76
COMMUNITY CORRECTIONS PROGRAM				
067-000-1010 - CASH	\$ 64,408.97	\$ 1,180.00	\$ 44,332.03	\$ 21,256.94
Total COMMUNITY CORRECTIONS PROGRAM	\$ 64,408.97	\$ 1,180.00	\$ 44,332.03	\$ 21,256.94
SUBSTANCE ABUSE CASELOADS				
069-000-1010 - CASH	\$ 10,638.12		\$ 6,761.85	\$ 3,876.27
Total SUBSTANCE ABUSE CASELOADS	\$ 10,638.12	\$ 0.00	\$ 6,761.85	\$ 3,876.27
STATE & MUNICIPAL FEES				
071-000-1010 - CASH	\$ -1,509.75	\$ 16,695.80	\$ 12,582.59	\$ 2,603.46
071-000-1515 - MBIA	12,368.19	4,000.00	8,000.00	8,368.19
Total STATE & MUNICIPAL FEES	\$ 10,858.44	\$ 20,695.80	\$ 20,582.59	\$ 10,971.65
STATE FEES/CRIMINAL				
072-000-1010 - CASH	\$ 76,613.69	\$ 280,436.44	\$ 334,097.34	\$ 22,952.79
072-000-1515 - MBIA	250,306.09	49,000.00	242,000.00	57,306.09
Total STATE FEES/CRIMINAL	\$ 326,919.78	\$ 329,436.44	\$ 576,097.34	\$ 80,258.88
GRAFFITI ERADICATION FUND				
073-000-1010 - CASH	\$ 492.59	\$ 2.04	\$ 0.25	\$ 494.38

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total GRAFFITI ERADICATION FUND	\$ 492.59	\$ 2.04	\$ 0.25	\$ 494.38
VETERAN'S SERVICE FUND				
075-000-1010 - CASH	\$ 4,500.17	\$ 366.99	\$ 123.46	\$ 4,743.70
Total VETERAN'S SERVICE FUND	\$ 4,500.17	\$ 366.99	\$ 123.46	\$ 4,743.70
EMPLOYEE ENRICHMENT FUND				
076-000-1010 - CASH	\$ 11,877.17	\$ 46.86	\$ 3,840.06	\$ 8,083.97
Total EMPLOYEE ENRICHMENT FUND	\$ 11,877.17	\$ 46.86	\$ 3,840.06	\$ 8,083.97
JUDICIAL EFFICIENCY				
082-000-1010 - CASH	\$ 11,697.43	\$ 1,903.59		\$ 13,601.02
Total JUDICIAL EFFICIENCY	\$ 11,697.43	\$ 1,903.59	\$ 0.00	\$ 13,601.02
COUNTY COURT JUDICIAL EFFICIENCY				
083-000-1010 - CASH	\$ 5,075.10	\$ 587.28	\$ 1,144.50	\$ 4,517.88
Total COUNTY COURT JUDICIAL EFFICIENCY	\$ 5,075.10	\$ 587.28	\$ 1,144.50	\$ 4,517.88
JUV DETENTION FACILITY				
084-000-1010 - CASH	\$ 2,599.09	\$ 10.07		\$ 2,609.16
Total JUV DETENTION FACILITY	\$ 2,599.09	\$ 10.07	\$ 0.00	\$ 2,609.16
EFTPS/PAYROLL TAX CLEARING				
094-000-1010 - CASH	\$ 0.00	\$ 337,449.55	\$ 337,449.55	\$ 0.00
Total EFTPS/PAYROLL TAX CLEARING	\$ 0.00	\$ 337,449.55	\$ 337,449.55	\$ 0.00
PAYROLL FUND				
095-000-1010 - CASH	\$ 3,845.24	\$ 1,822,773.32	\$ 1,820,818.08	\$ 5,800.48
Total PAYROLL FUND	\$ 3,845.24	\$ 1,822,773.32	\$ 1,820,818.08	\$ 5,800.48
COURT AT LAW_EXCESS STATE SUPPLEMENT				
096-000-1010 - CASH	\$ 5,723.76	\$ 24.33	\$ 140.00	\$ 5,608.09
Total COURT AT LAW_EXCESS STATE SUPPLEMENT	\$ 5,723.76	\$ 24.33	\$ 140.00	\$ 5,608.09
LEOSE TRAINING FUND				
097-000-1010 - CASH	\$ 12,458.17	\$ 48.50	\$ 10,000.00	\$ 2,506.67
097-000-1515 - MBIA	11,348.94	10,043.63		21,392.57
Total LEOSE TRAINING FUND	\$ 23,807.11	\$ 10,092.13	\$ 10,000.00	\$ 23,899.24
CHILD RESTRAINT STATE FEE FUND				
098-000-1010 - CASH	\$ 4,364.69	\$ 686.50	\$ 53.50	\$ 4,997.69

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Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
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The Software Group, Inc.

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total CHILD RESTRAINT STATE FEE FUND	\$ 4,364.69	\$ 686.50	\$ 53.50	\$ 4,997.69
98 I&S/CERT OBLIG SERIES				
099-000-1010 - CASH	\$ 166,445.94	\$ 40,279.32		\$ 206,725.26
099-000-1516 - FUNDS MANAGEMENT	156,102.87	575.19		156,678.06
Total 98 I&S/CERT OBLIG SERIES	\$ 322,548.81	\$ 40,854.51	\$ 0.00	\$ 363,403.32
COUNTY ATTORNEY LEOSE TRAINING FUND				
100-000-1010 - CASH	\$ 732.63	\$ 103.32		\$ 835.95
Total COUNTY ATTORNEY LEOSE TRAINING FUND	\$ 732.63	\$ 103.32	\$ 0.00	\$ 835.95
CONSTABLE PRCT 1 LEOSE TRAINING FUND				
102-000-1010 - CASH	\$ 1,495.89	\$ 6.20		\$ 1,502.09
Total CONSTABLE PRCT 1 LEOSE TRAINING FUND	\$ 1,495.89	\$ 6.20	\$ 0.00	\$ 1,502.09
CONSTABLE PRCT 2 LEOSE TRAINING FUND				
103-000-1010 - CASH	\$ 1,925.61	\$ 7.97		\$ 1,933.58
Total CONSTABLE PRCT 2 LEOSE TRAINING FUND	\$ 1,925.61	\$ 7.97	\$ 0.00	\$ 1,933.58
CONSTABLE PRCT 3 LEOSE TRAINING FUND				
104-000-1010 - CASH	\$ 2,207.27	\$ 8.59		\$ 2,215.86
Total CONSTABLE PRCT 3 LEOSE TRAINING FUND	\$ 2,207.27	\$ 8.59	\$ 0.00	\$ 2,215.86
CONSTABLE PRCT 4 LEOSE TRAINING FUND				
105-000-1010 - CASH	\$ 2,687.41	\$ 11.17		\$ 2,698.58
Total CONSTABLE PRCT 4 LEOSE TRAINING FUND	\$ 2,687.41	\$ 11.17	\$ 0.00	\$ 2,698.58
ADMIN FEE FUND/CCP 102.072				
106-000-1010 - CASH	\$ 3,925.80	\$ 1,705.73	\$ 4,052.41	\$ 1,579.12
106-000-1515 - MBIA	68,340.11	4,262.71		72,602.82
Total ADMIN FEE FUND/CCP 102.072	\$ 72,265.91	\$ 5,968.44	\$ 4,052.41	\$ 74,181.94
AFTERCARE SPECIALIZED CASELOADS				
107-000-1010 - CASH	\$ 10,701.60		\$ 2,899.39	\$ 7,802.21
Total AFTERCARE SPECIALIZED CASELOADS	\$ 10,701.60	\$ 0.00	\$ 2,899.39	\$ 7,802.21
CASELOAD REDUCTION PROGRAM				
108-000-1010 - CASH	\$ 23,484.71	\$ 29.38	\$ 7,278.08	\$ 16,236.01
Total CASELOAD REDUCTION PROGRAM	\$ 23,484.71	\$ 29.38	\$ 7,278.08	\$ 16,236.01
TCOMI				
109-000-1010 - CASH	\$ 17,477.63		\$ 8,948.81	\$ 8,528.82

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions April 01, 2006 - April 30, 2006

13:45:27 10 MAY 2006

The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
Total TCOMI	\$ 17,477.63	\$ 0.00	\$ 8,948.81	\$ 8,528.82
JUVENILE DEFERRED PROCESSING FEES				
110-000-1010 - CASH	\$ 16,276.27	\$ 317.82	\$	\$ 16,594.09
Total JUVENILE DEFERRED PROCESSING FEES	\$ 16,276.27	\$ 317.82	\$ 0.00	\$ 16,594.09
COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016				
111-000-1010 - CASH	\$ 1,565.92	\$ 6.48	\$	\$ 1,572.40
Total COUNTY JUDGE EXCESS CONTRIBUTIONS 25.0016	\$ 1,565.92	\$ 6.48	\$ 0.00	\$ 1,572.40
PASS THRU GRANTS				
113-000-1010 - CASH	\$ 151.58	\$ 0.63	\$	\$ 152.21
Total PASS THRU GRANTS	\$ 151.58	\$ 0.63	\$ 0.00	\$ 152.21
CHILD SAFETY FEE TRANSPORTATION CODE 502.173				
114-000-1010 - CASH	\$ 23,629.57	\$ 1,744.99	\$	\$ 25,374.56
Total CHILD SAFETY FEE TRANSPORTATION CODE 502.173	\$ 23,629.57	\$ 1,744.99	\$ 0.00	\$ 25,374.56
ROY K. ROBB FACILITY CONVERSION				
115-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total ROY K. ROBB FACILITY CONVERSION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CRTC FEMALE FACILITY PGM #003				
116-000-1010 - CASH	\$ 602,152.77	\$ 7,166.41	\$ 93,205.65	\$ 516,113.53
Total CRTC FEMALE FACILITY PGM #003	\$ 602,152.77	\$ 7,166.41	\$ 93,205.65	\$ 516,113.53
LONESTAR LIBRARY GRANT				
201-000-1010 - CASH	\$ 5,685.71	\$ 23.54	\$ 1,283.72	\$ 4,425.53
Total LONESTAR LIBRARY GRANT	\$ 5,685.71	\$ 23.54	\$ 1,283.72	\$ 4,425.53
TROLLINGER FUND				
202-000-1010 - CASH	\$ 28,841.67	\$ 616.59	\$ 20,309.87	\$ 9,148.39
202-000-1515 - MBIA	376,597.25	21,447.72		398,044.97
Total TROLLINGER FUND	\$ 405,438.92	\$ 22,064.31	\$ 20,309.87	\$ 407,193.36
LIBRARY EXPANSION				
203-000-1010 - CASH	\$ 2,145.19	\$ 8.88	\$	\$ 2,154.07
Total LIBRARY EXPANSION	\$ 2,145.19	\$ 8.88	\$ 0.00	\$ 2,154.07
COURTHOUSE LANDSCAPING				
301-000-1010 - CASH	\$ -83.57	\$ 99.65	\$	\$ 16.08

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total COURTHOUSE LANDSCAPING	\$ -83.57	\$ 99.65	\$ 0.00	\$ 16.08
SHERIFF FORFEITURE FUND				
401-000-1010 - CASH	\$ 22,312.90	\$ 1,469.65	\$	\$ 23,782.55
Total SHERIFF FORFEITURE FUND	\$ 22,312.90	\$ 1,469.65	\$ 0.00	\$ 23,782.55
STATE AID/REGIONAL				
500-000-1010 - CASH	\$ 5,873.42	\$ 6,683.98	\$ 6,111.86	\$ 6,445.54
Total STATE AID/REGIONAL	\$ 5,873.42	\$ 6,683.98	\$ 6,111.86	\$ 6,445.54
SALARY ADJUSTMENT/REGIONAL				
501-000-1010 - CASH	\$ 56.94	\$ 476.21	\$ 473.09	\$ 60.06
Total SALARY ADJUSTMENT/REGIONAL	\$ 56.94	\$ 476.21	\$ 473.09	\$ 60.06
COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS				
502-000-1010 - CASH	\$ 8,720.65	\$ 5,271.47	\$ 4,109.23	\$ 9,882.89
Total COMMUNITY CORRECTIONS/REGIONAL_STATE FUNDS	\$ 8,720.65	\$ 5,271.47	\$ 4,109.23	\$ 9,882.89
COMMUNITY CORRECTIONS/REGIONAL				
503-000-1010 - CASH	\$ 41,208.79	\$ 4,446.08	\$ 537.46	\$ 45,117.41
Total COMMUNITY CORRECTIONS/REGIONAL	\$ 41,208.79	\$ 4,446.08	\$ 537.46	\$ 45,117.41
IV_E PROGRAM/REGIONAL				
504-000-1010 - CASH	\$ 89,194.72	\$ 8,331.25	\$	\$ 97,525.97
Total IV_E PROGRAM/REGIONAL	\$ 89,194.72	\$ 8,331.25	\$ 0.00	\$ 97,525.97
NON_RESIDENTIAL/REGIONAL				
505-000-1010 - CASH	\$ 0.00	\$	\$	\$ 0.00
Total NON_RESIDENTIAL/REGIONAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PROGRESSIVE SANCTIONS JPO/REGIONAL				
506-000-1010 - CASH	\$ -94.04	\$ 2,299.56	\$ 2,616.04	\$ -410.52
Total PROGRESSIVE SANCTIONS JPO/REGIONAL	\$ -94.04	\$ 2,299.56	\$ 2,616.04	\$ -410.52
PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL				
507-000-1010 - CASH	\$ 9,738.53	\$ 1,616.97	\$	\$ 11,355.50
Total PROGRESSIVE SANCTIONS LEVELS 123/REGIONAL	\$ 9,738.53	\$ 1,616.97	\$ 0.00	\$ 11,355.50
PY INT FUNDS/REGIONAL JUV PROB				
509-000-1010 - CASH	\$ 5,339.38	\$ 20.69	\$	\$ 5,360.07

Tom Green Auditor

B U D G E T A R Y A C C O U N T I N G M O D U L E
Combined Statement of Receipts and Disbursements - All Funds
For Transactions April 01, 2006 - April 30, 2006

13:45:27 10 MAY 2006

The Software Group, Inc.

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	Prev Mo BalanceReceipts	..Disbursements	Closing Balance
Total PY INT FUNDS/REGIONAL JUV PROB	\$ 5,339.38	\$ 20.69	\$ 0.00	\$ 5,360.07
AYUDAR DONATIONS				
580-000-1010 - CASH	\$ 4,552.18	\$ 17.72	\$ 939.93	\$ 3,629.97
Total AYUDAR DONATIONS	\$ 4,552.18	\$ 17.72	\$ 939.93	\$ 3,629.97
TEXAS YOUTH COMMISSION				
582-000-1010 - CASH	\$ 109,702.95	\$ 425.14	\$ 1,044.12	\$ 109,083.97
Total TEXAS YOUTH COMMISSION	\$ 109,702.95	\$ 425.14	\$ 1,044.12	\$ 109,083.97
IV_E PROGRAM				
583-000-1010 - CASH	\$ 801,957.34	\$ 47,532.28	\$ 28,470.24	\$ 821,019.38
Total IV_E PROGRAM	\$ 801,957.34	\$ 47,532.28	\$ 28,470.24	\$ 821,019.38
POST ADJUDICATION FACILITY				
584-000-1010 - CASH	\$ 14,307.95	\$ 55.45		\$ 14,363.40
Total POST ADJUDICATION FACILITY	\$ 14,307.95	\$ 55.45	\$ 0.00	\$ 14,363.40
STATE AID				
586-000-1010 - CASH	\$ 23,707.98	\$ 8,617.94	\$ 2,666.72	\$ 29,659.20
Total STATE AID	\$ 23,707.98	\$ 8,617.94	\$ 2,666.72	\$ 29,659.20
COMMUNITY CORRECTIONS				
587-000-1010 - CASH	\$ 99,548.34	\$ 23,212.43		\$ 122,760.77
Total COMMUNITY CORRECTIONS	\$ 99,548.34	\$ 23,212.43	\$ 0.00	\$ 122,760.77
SALARY ADJUSTMENT				
588-000-1010 - CASH	\$ 16,673.28	\$ 8,005.51	\$ 6,835.54	\$ 17,843.25
Total SALARY ADJUSTMENT	\$ 16,673.28	\$ 8,005.51	\$ 6,835.54	\$ 17,843.25
FAMILY PRESERVATION				
589-000-1010 - CASH	\$ 272.27	\$ 274.39		\$ 546.66
Total FAMILY PRESERVATION	\$ 272.27	\$ 274.39	\$ 0.00	\$ 546.66
JUVENILE LOCAL INTEREST FUND				
590-000-1010 - CASH	\$ 61.07	\$ 61.55		\$ 122.62
Total JUVENILE LOCAL INTEREST FUND	\$ 61.07	\$ 61.55	\$ 0.00	\$ 122.62
PROGRESSIVE SANCTIONS LEVELS 123				
591-000-1010 - CASH	\$ 3,408.92	\$ 2,768.03	\$ 2,707.15	\$ 3,469.80

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total PROGRESSIVE SANCTIONS LEVELS 123	\$ 3,408.92	\$ 2,768.03	\$ 2,707.15	\$ 3,469.80
PROGRESSIVE SANCTIONS JPO				
592-000-1010 - CASH	\$ 9,594.09	\$ 12,410.23	\$ 13,027.83	\$ 8,976.49
Total PROGRESSIVE SANCTIONS JPO	\$ 9,594.09	\$ 12,410.23	\$ 13,027.83	\$ 8,976.49
PROGRESSIVE SANCTIONS ISJPO				
593-000-1010 - CASH	\$ 1,205.50	\$ 2,214.35	\$ 2,556.60	\$ 863.25
Total PROGRESSIVE SANCTIONS ISJPO	\$ 1,205.50	\$ 2,214.35	\$ 2,556.60	\$ 863.25
PY INT FUNDS/JUV PROB				
599-000-1010 - CASH	\$ 3,400.05	\$ 13.17	\$ 5,180.50	\$ -1,767.28
Total PY INT FUNDS/JUV PROB	\$ 3,400.05	\$ 13.17	\$ 5,180.50	\$ -1,767.28
REIMB FOR MANDATED FUNDING				
600-000-1010 - CASH	\$ 35,845.39	\$ 17,924.00		\$ 53,769.39
Total REIMB FOR MANDATED FUNDING	\$ 35,845.39	\$ 17,924.00	\$ 0.00	\$ 53,769.39
DISTRICT ATTY GRANTS				
613-000-1010 - CASH	\$ -979.90		\$ 15,556.78	\$ -16,536.68
Total DISTRICT ATTY GRANTS	\$ -979.90	\$ 0.00	\$ 15,556.78	\$ -16,536.68
COUNTY ATTY GRANTS				
625-000-1010 - CASH	\$ 47,563.61	\$ 260.00	\$ 13,545.17	\$ 34,278.44
Total COUNTY ATTY GRANTS	\$ 47,563.61	\$ 260.00	\$ 13,545.17	\$ 34,278.44
CONSTABLE GRANTS				
650-000-1010 - CASH	\$ -81,595.63	\$ 60.73	\$ 17,782.59	\$ -99,317.49
Total CONSTABLE GRANTS	\$ -81,595.63	\$ 60.73	\$ 17,782.59	\$ -99,317.49
SHERIFF'S OFFICE GRANTS				
654-000-1010 - CASH	\$ -31,511.21	\$ 3,695.00	\$ 9,515.02	\$ -37,331.23
Total SHERIFF'S OFFICE GRANTS	\$ -31,511.21	\$ 3,695.00	\$ 9,515.02	\$ -37,331.23
BIG BROTHERS BIG SISTERS				
656-000-1010 - CASH	\$ 0.00		\$ 22,096.06	\$ -22,096.06
Total BIG BROTHERS BIG SISTERS	\$ 0.00	\$ 0.00	\$ 22,096.06	\$ -22,096.06
ADULT PROBATION GRANTS				
665-000-1010 - CASH	\$ -29,729.84	\$ 4,219.00	\$ 9,578.26	\$ -35,089.10

Tom Green Auditor

BUDGETARY ACCOUNTING MODULE
Combined Statement of Receipts and Disbursements - All Funds
For Transactions April 01, 2006 - April 30, 2006

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The Software Group, Inc.

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	Prev Mo Balance	Receipts	Disbursements	Closing Balance
Total ADULT PROBATION GRANTS	\$ -29,729.84	\$ 4,219.00	\$ 9,578.26	\$ -35,089.10
BEACON FOR THE FUTURE				
680-000-1010 - CASH	\$ 172,749.11	\$	\$ 22,521.59	\$ 150,227.52
Total BEACON FOR THE FUTURE	\$ 172,749.11	\$ 0.00	\$ 22,521.59	\$ 150,227.52
MISC BLOCK GRANTS				
699-000-1010 - CASH	\$ -6,678.28	\$ 8,931.00	\$ 34,909.77	\$ -32,657.05
Total MISC BLOCK GRANTS	\$ -6,678.28	\$ 8,931.00	\$ 34,909.77	\$ -32,657.05
TOTALS - ALL FUNDS	\$ 20,556,921.62	\$ 5,700,755.37	\$ 7,062,841.57	\$ 19,194,835.42

WELLS FARGO PLEDGE REPORT

COLLATERAL FOR: ZV9 TOM GREEN COUNTY

DATE: APRIL 30, 2006

DEPOSITORY INSTITUTION: WF CALIF

SK	SECURITY	SEQ. NO.	ORIGINAL FACE	CURRENT FACE	DESCRIPTION	RATE	MATURITY	MOODY	S AND P *FITCH	MARKET VALUE
FEDERAL RESERVE BANK										
58	31376KGC4	012638	6,000,000.00	4,746,136.02	FNCL 357595	5.50	07/01/34			4,603,751.94
58	31384V3F7	011670	7,975,000.00	930,512.55	FNCL 535498	6.00	06/01/30	AAA		930,375.84
58	31385JRT7	009516	5,100,000.00	929,686.39	FNCL 545998	6.00	11/01/32	AAA		928,200.93
58	31405ATV5	012103	6,300,000.00	4,457,776.18	FNCL 783664	5.50	06/01/34			4,336,273.12
*TOTAL XPL_CODE ZV9			25,375,000.00	11,064,111.14						10,798,601.83

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TOM GREEN COUNTY INDEBTEDNESS

April-06

FUND 099 OUTSTANDING GENERAL OBLIGATION DEBT

GO REFUNDING BONDS, SERIES 1998

ORIGINAL DEBT ISSUED \$18,885,000.00

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

* PRINCIPAL PAYMENTS DUE ANNUALLY ON THE 1st DAY OF FEBRUARY. ACTUALLY PAID EVERY JANUARY

** INTEREST PAYMENTS ARE DUE SEMI-ANNUALLY ON THE 1st DAY OF FEBRUARY AND AUGUST

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Prepared by TGC Treasurer

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	<u>Previous Month</u>	<u>Current Month</u>
Wells Fargo Oper Checking Interest Annual Yield	4.610%	4.700%
MBIA Annual Yield	4.620%	4.820%
Funds Management Compound Effective Yield	4.430%	4.660%
Beacon to the Future Fund	4.487%	4.660%

Revenues as of 05/16/06	Budgeted	Received To Date	Receivable Pending
FY06 ALL Accounts			(Negative # - Under Budget)
			(Positive # - Excess of Budget)
Depository Interest [-3701	\$84,050.00	\$102,641.86	\$18,591.86
Security Interest [-3704	\$75,000.00	\$17,933.20	(\$57,066.80)
MBIA [-3705	\$80,145.00	\$120,355.91	\$40,210.91
Funds Management [-3706	\$74,800.00	\$99,919.14	\$25,119.14
Trollinger Royalties[-3712	\$15,000.00	\$10,913.23	(\$4,086.77)
	\$328,995.00	\$351,763.34	\$22,768.34
Bank Services Charges [-0444	Budgeted	Paid To Date	Expenditure Pending
ALL ACCOUNTS FY 06	\$75,200.00	\$21,174.21	\$54,025.79
			(Negative # - Over Budget)
			(Positive # - Under Budget)

-- Bank Statement Reconciliation --

Date Reconciled : 05/10/06 Time : 01:49pm

1. Checking Acct Code: OPER (TGC OPERATING ACCOUNT)
2. Closing Date : 04/30/06
3. Bank Account # : 3087115949 (TGC OPERATING ACCOUNT)
4. Interest Earned : \$5,451.03
5. Service Charges : \$0.00

Ledger Bank Balance	\$	845,577.18
+ Outstanding Checks		206,206.11
- Outstanding Deposit Slips		0.00
+ Interest Earned		5,451.03
- Service Charges		0.00
<hr/>		
Bank Statement Balance	\$	1,057,234.32

72.00 unreconciled

<19,493.74>

<31,854.72> deposit transfer

<16.50> JE 19363

<976.20> JE 19396 } transfer

<415.00> JE 19364

U.*

<1.50> Auto extra deposit 3360.00 / 3362.10

<4728> service charge

1387.00 JP# 1 deposit transfer 4728.00

1,006,588.38

WELLS FARGO BANK, N.A.
SAN ANGELO BUSINESS BANKING
36 W BEAUREGARD AVE
SAN ANGELO, TX 76903

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Account Number: 308-7115949
Statement Start Date: 04/01/06
Statement End Date: 04/30/06

TOM GREEN COUNTY
TGC OPERATING
112 W BEAUREGARD AVE
SAN ANGELO TX 76903-5835

W0

For Customer Assistance:
Call 800-225-5935 (1-800-CALL-WELLS).

Account Number	Beginning Balance	Ending Balance
Choice IV with Interest-Public Funds 308-7115949	1,668,439.86	1,006,588.38

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

Section 2 – Investments Daily and Long Term

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

Daily Liquidity Pools

Funds can be deposited and withdrawn on a daily basis

Investor's Cash Trust -Funds Management

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MBIA

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Capital Campaign Funds (Library)

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Investments

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

Security Report

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Trollinger Investments

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Monthly Account Statement

April 1, 2006 through April 30, 2006

Jureb Management

TOM GREEN COUNTY
GENERAL ACCOUNT
ATTN: DIANNA SPIEKER
COUNTY TREASURER
113 W BEAUREGARD AVE
SAN ANGELO TX 76903-5834

002275

Investment Professional: CEF-SAMCO CAPITAL MARKETS
4900 WOODWAY DR # 545
HOUSTON TX 77056-1800

|||||

Your Portfolio Summary by Fund Name

Fund Name	Total Shares Owned	x	Share Price on 04/30/2006	=	Value on 04/30/2006
Non-Retirement					
ICT-Government & Agency SEC Port-Svc	6,667,270.630		\$1.00		\$6,667,270.63
Total Portfolio					\$6,667,270.63

Account Activity

ICT-Government & Agency SEC Port-Svc

Fund Number 44 TOM GREEN COUNTY
Account Number 6540001432 GENERAL ACCOUNT

Reference Number	Trade Date	Transaction Description	Dollar Amount	Balance
		Beginning Value on 04/01/2006		\$6,487,350.78
	04/28/2006	INCOME REINVEST	\$22,693.68	\$6,510,044.46
		Ending Value on 04/30/2006		\$6,510,044.46

ICT-Government & Agency SEC Port-Svc

Fund Number 44 TOM GREEN COUNTY
Account Number 6540001443 DEBT SERVICE ACCOUNT

Reference Number	Trade Date	Transaction Description	Dollar Amount	Balance
		Beginning Value on 04/01/2006		\$156,678.06
	04/28/2006	INCOME REINVEST	\$548.11	\$157,226.17
		Ending Value on 04/30/2006		\$157,226.17

Transaction Description Legend	ARC Account Receivable Entry	POP Point-Of-Purchase
--------------------------------	------------------------------	-----------------------



Monthly Account Statement

April 1, 2006 through April 30, 2006

Your Distributions Summary This Year

<i>Fund Name</i>	<i>Fund Account Number</i>	<i>Income Dividends/ Short-Term Gain</i>	<i>Long-Term Gain</i>	<i>Total</i>
ICT-Government & Agency SEC Port-Svc	44-6540001432	\$82,245.74	—	\$82,245.74
ICT-Government & Agency SEC Port-Svc	44-6540001443	\$3,994.20	—	\$3,994.20
Total Earnings		\$86,239.94	\$0.00	\$86,239.94

Yield Summary

<i>Fund Name</i>	<i>Fund Account Number</i>	<i>7-Day Current Yield on 04/30/06</i>
ICT-Government & Agency SEC Port-Svc	44-6540001432	4.58%
ICT-Government & Agency SEC Port-Svc	44-6540001443	4.58%

Yields are historical and are not guaranteed. An investment in this fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or by any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

Not FDIC Insured • No Bank Guarantee • May Lose Value

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Monthly Account Statement

March 1, 2006 through March 31, 2006

TOM GREEN COUNTY
GENERAL ACCOUNT
ATTN: DIANNA SPIEKER
COUNTY TREASURER
113 W BEAUREGARD AVE
SAN ANGELO TX 76903-5834

002349

Investment Professional: CEF-SAMCO CAPITAL MARKETS
4900 WOODWAY DR # 545
HOUSTON TX 77056-1800

|||||

Your Portfolio Summary by Fund Name

Fund Name	Total Shares Owned	Share Price on 03/31/2006	=	Value on 03/31/2006
Non-Retirement ICT-Government & Agency SEC Port-Svc	6,644,028.840	\$1.00		\$6,644,028.84
Total Portfolio				\$6,644,028.84

Account Activity

ICT-Government & Agency SEC Port-Svc

Fund Number 44 TOM GREEN COUNTY
Account Number 6540001432 GENERAL ACCOUNT

Reference Number	Trade Date	Transaction Description	Dollar Amount	Balance
		Beginning Value on 03/01/2006		\$6,463,534.12
	03/31/2006	INCOME REINVEST	\$23,816.66	\$6,487,350.78
		Ending Value on 03/31/2006		\$6,487,350.78

ICT-Government & Agency SEC Port-Svc

Fund Number 44 TOM GREEN COUNTY
Account Number 6540001443 DEBT SERVICE ACCOUNT

Reference Number	Trade Date	Transaction Description	Dollar Amount	Balance
		Beginning Value on 03/01/2006		\$156,102.87
	03/31/2006	INCOME REINVEST	\$575.19	\$156,678.06
		Ending Value on 03/31/2006		\$156,678.06

Transaction Description Legend ARC Account Receivable Entry POP Point-Of-Purchase



EX

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Monthly Account Statement

March 1, 2006 through March 31, 2006

Your Distributions Summary This Year

<i>Fund Name</i>	<i>Fund Account Number</i>	<i>Income Dividends/ Short-Term Gain</i>	<i>Long-Term Gain</i>	<i>Total</i>
ICT-Government & Agency SEC Port-Svc	44-6540001432	\$59,552.06	—	\$59,552.06
ICT-Government & Agency SEC Port-Svc	44-6540001443	\$3,446.09	—	\$3,446.09
Total Earnings		\$62,998.15	\$0.00	\$62,998.15

Yield Summary

<i>Fund Name</i>	<i>Fund Account Number</i>	<i>7-Day Current Yield on 03/31/06</i>
ICT-Government & Agency SEC Port-Svc	44-6540001432	4.43%
ICT-Government & Agency SEC Port-Svc	44-6540001443	4.43%

Yields are historical and are not guaranteed. An investment in this fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or by any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

ICT GOVERNMENT CASH & AGENCY SECURITIES PORTFOLIO				
As of 3/31/2006				
	Security Name	Coupon	Maturity	% OF MV
1	TRP Bear Stearns Govt	4.860	04/03/2006	17.92%
2	TRP BNP Paribas Govt	4.860	04/03/2006	17.74%
3	TRP Goldman Sachs Govt	4.540	04/03/2006	16.13%
4	TRP JP Morgan Govt	4.830	04/03/2006	13.98%
5	TRP Merrill Lynch Govt	4.595	04/13/2006	9.86%
6	TRP CS First Boston Govt	4.540	04/03/2006	8.60%
7	Freddie Mac Nt	4.406	07/06/2007	5.38%
8	TRP Goldman Sachs Govt	4.810	04/03/2006	3.58%
9	Fed Home Loan Bank	4.523	06/02/2006	1.79%
10	FHLMC Nt	3.830	06/20/2006	1.43%



Summary Statement April 2006

For more information, call MBIA Asset Management at (800)395-5505
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CLASS

Tom Green County

Account Number: TX-01-0145-0001

Account Name: GENERAL OPERATIONAL

	Beginning Balance	Investments	Disbursements	Income Earned	Average Daily Balance	Month End Balance
This Month	\$9,091,899.44	\$0.00	\$600,000.00	\$34,126.13	\$8,829,726.29	\$8,526,025.57
Fiscal YTD Ending 09/30/06	\$3,363,643.53	\$7,787,800.00	\$2,779,900.00	\$154,482.04	\$6,064,837.38	\$8,526,025.57

Total of all accounts

	Beginning Balance	Investments	Disbursements	Income Earned	Average Daily Balance	Month End Balance
This Month	\$9,091,899.44	\$0.00	\$600,000.00	\$34,126.13	\$8,829,726.29	\$8,526,025.57
Fiscal YTD Ending	\$3,363,643.53	\$7,787,800.00	\$2,779,900.00	\$154,482.04	\$6,064,837.38	\$8,526,025.57



Texas CLASS Portfolio Holdings April 2006

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Face Amount		Maturity Date	Yield/Rate	Value
FEDERAL FARM CREDIT BANK NOTES				
\$10,750,000.00	Federal Farm Credit Bank Notes	03/29/2007	4.90%	\$10,754,085.00
<hr/>				<hr/>
\$10,750,000.00	TOTAL FEDERAL FARM CREDIT BANK NOTES			\$10,754,085.00
FEDERAL HOME LOAN MORTGAGE NOTES				
\$20,500,000.00	Federal Home Loan Mortgage Notes	03/15/2007	5.06%	\$20,252,155.00
\$17,000,000.00	Federal Home Loan Mortgage Notes	02/12/2007	4.80%	\$16,946,790.00
<hr/>				<hr/>
\$37,500,000.00	TOTAL FEDERAL HOME LOAN MORTGAGE NOTES			\$37,198,945.00
FEDERAL HOME LOAN BANK NOTES				
\$20,000,000.00	Federal Home Loan Bank Notes	02/15/2007	4.91%	\$20,312,400.00
\$50,000,000.00	Federal Home Loan Bank Notes	05/10/2006	4.66%	\$49,996,000.00



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FEDERAL HOME LOAN BANK NOTES

\$5,000,000.00	Federal Home Loan Bank Notes	07/21/2006	4.33%	\$4,978,750.00
\$6,000,000.00	Federal Home Loan Bank Notes	02/22/2007	5.10%	\$5,994,600.00
\$10,000,000.00	Federal Home Loan Bank Notes	02/23/2007	5.04%	\$9,986,000.00
\$11,155,000.00	Federal Home Loan Bank Notes	01/30/2007	4.94%	\$11,114,284.25
\$10,000,000.00	Federal Home Loan Bank Notes	01/12/2007	4.80%	\$9,960,400.00
\$5,000,000.00	Federal Home Loan Bank Notes	11/22/2006	4.50%	\$4,980,350.00
\$2,500,000.00	Federal Home Loan Bank Notes	01/16/2007	4.78%	\$2,474,975.00
\$25,000,000.00	Federal Home Loan Bank Notes	06/15/2006	4.15%	\$24,968,500.00
\$8,000,000.00	Federal Home Loan Bank Notes	01/10/2007	4.83%	\$7,905,600.00
\$6,000,000.00	Federal Home Loan Bank Notes	12/29/2006	4.72%	\$5,892,060.00
\$5,000,000.00	Federal Home Loan Bank Notes	09/15/2006	4.36%	\$4,958,350.00

\$163,655,000.00 TOTAL FEDERAL HOME LOAN BANK NOTES

\$163,522,269.25



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FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES

\$25,000,000.00	Federal National Mortgage Association Notes	05/09/2006	4.90%	\$25,000,000.00
\$10,565,000.00	Federal National Mortgage Association Notes	05/12/2006	4.04%	\$10,556,231.05
\$25,000,000.00	Federal National Mortgage Association Notes	06/15/2006	3.75%	\$24,918,500.00
\$15,000,000.00	Federal National Mortgage Association Notes	07/12/2006	4.22%	\$14,943,300.00
\$5,000,000.00	Federal National Mortgage Association Notes	01/12/2007	4.70%	\$4,925,350.00
\$10,000,000.00	Federal National Mortgage Association Notes	08/22/2006	4.12%	\$9,965,400.00
\$10,000,000.00	Federal National Mortgage Association Notes	03/02/2007	5.19%	\$9,823,100.00
<hr/>				
\$100,565,000.00	TOTAL FEDERAL NATIONAL MORTGAGE ASSOCIATION NOTES			\$100,131,881.05

FREDDIE MAC NOTES

\$14,000,000.00	FREDDIE MAC Notes	05/05/2006	3.70%	\$13,996,080.00
\$10,000,000.00	FREDDIE MAC Notes	07/14/2006	4.06%	\$9,937,400.00



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FREDDIE MAC NOTES

\$15,000,000.00	FREDDIE MAC Notes	03/23/2007	5.24%	\$14,643,900.00
\$10,000,000.00	FREDDIE MAC Notes	05/11/2007	5.27%	\$9,997,300.00
\$15,000,000.00	FREDDIE MAC Notes	11/24/2006	4.61%	\$14,940,150.00
\$10,000,000.00	FREDDIE MAC Notes	10/15/2006	4.30%	\$9,891,400.00
\$15,000,000.00	FREDDIE MAC Notes	07/07/2006	3.95%	\$14,864,100.00
\$20,000,000.00	FREDDIE MAC Notes	05/10/2006	3.80%	\$19,976,000.00
\$10,000,000.00	FREDDIE MAC Notes	04/17/2007	5.27%	\$9,498,300.00
\$10,000,000.00	FREDDIE MAC Notes	11/03/2006	4.50%	\$9,963,400.00
\$13,000,000.00	FREDDIE MAC Notes	02/23/2007	4.80%	\$12,958,010.00

\$142,000,000.00 TOTAL FREDDIE MAC NOTES

\$140,666,040.00

US GOVERNMENT GUARANTEED SECURITIES

\$12,000,000.00	FEDERAL HOME LN BK	07/13/2006	4.62%	\$11,928,960.00
\$4,840,000.00	FED HOME LN BK	10/16/2006	4.70%	\$4,784,388.40

\$16,840,000.00 TOTAL US GOVERNMENT GUARANTEED SECURITIES

\$16,713,348.40

US TREASURY SECURITIES

\$11,000,000.00	US Treasury Securities	07/15/2006	4.67%	\$11,048,510.00
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US TREASURY SECURITIES

\$7,500,000.00	US Treasury Securities	05/15/2006	4.33%	\$7,494,075.00
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\$18,500,000.00	TOTAL US TREASURY SECURITIES
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\$18,542,585.00

MUNICIPAL

\$32,900,000.00	Texas Public Finance Authority	05/16/2006	4.80%	\$32,898,684.00
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\$32,900,000.00	TOTAL MUNICIPAL
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\$32,898,684.00

COMMERCIAL PAPER

\$71,000,000.00	Alpine Securitization Corp	05/01/2006	4.90%	\$71,000,000.00
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\$15,000,000.00	Amstel Funding Corp	06/20/2006	4.66%	\$14,895,750.00
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\$30,000,000.00	AMSTERDAM FUNDING	05/15/2006	4.91%	\$29,942,400.00
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\$16,745,000.00	Atlantis One Funding Corp	05/11/2006	4.90%	\$16,722,226.80
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\$15,000,000.00	Atomium Funding Corp	06/27/2006	4.80%	\$14,970,300.00
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\$75,000,000.00	Barton Capital Corp.	05/01/2006	4.82%	\$75,000,000.00
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\$50,000,000.00	Public Square II CP	05/01/2006	4.91%	\$50,000,000.00
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COMMERCIAL PAPER

\$19,000,000.00	Park Ave Receivables Corp	05/15/2006	4.94%	\$18,963,520.00
\$50,000,000.00	Morgan Stanley	07/10/2006	4.96%	\$50,000,000.00
\$25,696,000.00	Koch Industries Inc	05/01/2006	4.87%	\$25,696,000.00
\$37,909,000.00	Kitty Hawk Funding Corp	05/15/2006	4.94%	\$37,836,214.72
\$35,000,000.00	Greyhawk Funding LLC	05/16/2006	4.93%	\$34,928,250.00
\$20,000,000.00	Greyhawk Funding LLC	05/11/2006	4.93%	\$19,972,800.00
\$30,000,000.00	Greenwich Capital Hldgs	11/06/2006	4.80%	\$30,003,600.00
\$20,000,000.00	Fountain Square Comm'l Fundng	06/26/2006	4.76%	\$19,844,200.00
\$18,190,000.00	Variable Funding	05/01/2006	4.84%	\$18,190,000.00
\$100,000,000.00	UBS Finance (DE) LLC	05/01/2006	4.89%	\$100,000,000.00
\$40,000,000.00	Tulip Funding	05/15/2006	4.93%	\$39,923,600.00
\$35,000,000.00	Transamerica Asset Fndg	05/12/2006	4.84%	\$34,947,500.00
\$30,000,000.00	Thunder Bay Funding	05/16/2006	4.94%	\$29,938,200.00
\$14,900,000.00	Three Pillars Funding Corp.	05/16/2006	4.94%	\$14,869,455.00
\$50,000,000.00	Three Pillars Funding Corp.	05/05/2006	4.91%	\$49,952,944.40



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FREDDIE MAC NOTES

\$15,000,000.00	FREDDIE MAC Notes	03/23/2007	5.24%	\$14,643,900.00
\$10,000,000.00	FREDDIE MAC Notes	05/11/2007	5.27%	\$9,997,300.00
\$15,000,000.00	FREDDIE MAC Notes	11/24/2006	4.61%	\$14,940,150.00
\$10,000,000.00	FREDDIE MAC Notes	10/15/2006	4.30%	\$9,891,400.00
\$15,000,000.00	FREDDIE MAC Notes	07/07/2006	3.95%	\$14,864,100.00
\$20,000,000.00	FREDDIE MAC Notes	05/10/2006	3.80%	\$19,976,000.00
\$10,000,000.00	FREDDIE MAC Notes	04/17/2007	5.27%	\$9,498,300.00
\$10,000,000.00	FREDDIE MAC Notes	11/03/2006	4.50%	\$9,963,400.00
\$13,000,000.00	FREDDIE MAC Notes	02/23/2007	4.80%	\$12,958,010.00

\$142,000,000.00 TOTAL FREDDIE MAC NOTES

\$140,666,040.00

US GOVERNMENT GUARANTEED SECURITIES

\$12,000,000.00	FEDERAL HOME LN BK	07/13/2006	4.62%	\$11,928,960.00
\$4,840,000.00	FED HOME LN BK	10/16/2006	4.70%	\$4,784,388.40

\$16,840,000.00 TOTAL US GOVERNMENT GUARANTEED SECURITIES

\$16,713,348.40

US TREASURY SECURITIES

\$11,000,000.00	US Treasury Securities	07/15/2006	4.67%	\$11,048,510.00
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COMMERCIAL PAPER

\$20,000,000.00	Surrey Funding Corp	06/15/2006	5.00%	\$19,874,600.00
\$17,500,000.00	Surrey Funding Corp	05/16/2006	4.89%	\$17,464,125.00
\$15,000,000.00	Societe Generale North America	05/05/2006	4.58%	\$14,991,900.00
\$14,000,000.00	Sigma Finance Corp	06/01/2006	4.64%	\$13,939,800.00
\$30,000,000.00	Sheffield Receivables Co	05/16/2006	4.93%	\$29,938,500.00
\$39,334,000.00	Ranger Funding	05/15/2006	4.86%	\$39,258,872.06
\$100,000,000.00	Rabobank Nederland	05/01/2006	4.91%	\$100,000,000.00
\$20,000,000.00	Barton Capital Corp.	05/15/2006	4.77%	\$19,961,800.00
\$28,500,000.00	Corporate Asset Funding	05/12/2006	4.82%	\$28,457,250.00
\$15,965,000.00	CIT Group Inc	05/02/2006	4.61%	\$15,962,764.90
\$50,000,000.00	Chariot Funding LLC A-1/P-1	05/15/2006	4.93%	\$49,904,000.00
\$100,000,000.00	Chesham Finance LLC	05/01/2006	4.91%	\$100,000,000.00
\$100,000,000.00	Dexia Delaware LLC	05/01/2006	4.86%	\$100,000,000.00
\$20,000,000.00	EBURY Finance LLP	05/10/2006	4.90%	\$19,975,400.00
\$20,000,000.00	EBURY Finance LLP	05/11/2006	4.89%	\$19,972,600.00
\$50,000,000.00	EBURY FINANCE	09/29/2006	4.96%	\$48,919,500.00
\$20,000,000.00	Edison Asset Securitization	06/15/2006	4.62%	\$19,874,600.00



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COMMERCIAL PAPER

\$20,000,000.00	Falcon Asset SEC Corp	05/17/2006	4.93%	\$19,956,000.00
<hr/>				
\$1,478,739,000.00	TOTAL COMMERCIAL PAPER			\$1,476,048,672.88

OTHER SECURITIES

\$37,407,000.00	The Reserve Funds	04/30/2006	4.76%	\$37,407,000.00
\$125,000,000.00	JPMorgan Chase CDA	04/30/2006	4.95%	\$125,000,000.00
<hr/>				
\$162,407,000.00	TOTAL OTHER SECURITIES			\$162,407,000.00
<hr/>				
\$2,163,856,000.00	TOTAL INVESTMENTS			\$2,158,883,510.58



Notes

April 2006

For more information, call MBIA Asset Management at (800)395-5505
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You may now view and print your Participant Profile on Client Connection. Under Summaries and Reports, click on Statement Reports and then Participant Profile. Follow instructions to make revisions to your Participant information.

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

The following information is provided in accordance with Texas state statute 2256.0016. As of April 30, 2006, the portfolio contained the following securities by type:

US Government Agency Bond - 15.75%, US Commercial Paper - 62.32%, US Commercial Paper Floating Rate Note - 5.99%, US Government Agency Discount Note - 2.03%, US Government Agency Floating Rate Note - 3.98%, Taxable Municipal Bond - 1.52%, Short Term Investment Fund - 1.73%, US Treasury Note - 0.86%, Collateralized Deposit Account - 5.82%

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

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

Market Value at 4/30/2006 -	\$2,158,883,510.58
Amortized Cost at 4/30/2006 -	\$2,160,665,272.75
Difference -	(\$1,781,762.17)

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

The NAV on 4/30/2006 is equal to 1.00

Dollar Weighted Average Maturity - 40 days
The final maturity dates of all securities were less than one year.

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



For more information, call MBIA Asset Management at (800)395-5505
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The portfolio manager of MBIA Capital Management Corp, sub-advisor for Texas CLASS, is Byron Gehlhardt.

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

For the month of April 2006, MBIA Municipal Investors Service Corporation, in its role as Program Administrator, accrued fees of \$130,368 based on average assets for Texas CLASS of \$2,265,927,158. The fee is accrued on a daily basis by multiplying the value of the investment property as determined each day by the fee rate of 20 basis points (.0020) divided by 365 Days. MBIA reserves the right to abate fees listed in the Third Amended and Restated Trust Agreement. The monthly fee is the sum of all daily fee accruals for the month of April. The fee is paid monthly upon notification to the custodial bank. As of April 30, 2006 the fee was 7 basis points.

MBIA Asset Management Client Services will be closed on Monday, May 29th for Memorial Day.

Economic Commentary

April 2006

Market Commentary

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

Bernanke and Strong Economic Data Stir April Marketplace

April proved to be a volatile month with each piece of economic data scrutinized with a "data dependent" Fed. The next Federal Open Market Committee (FOMC) meeting is scheduled for May 10, and while markets have a priced in a 100 percent chance that the Fed will raise rates to 5.00 percent, the focus is on what the committee will do at the June 30 meeting. The market searched for clues in the minutes of the March 28 FOMC meeting where the Fed had a "dovish" tone, indicating that inflation is under control. Strong data was released on the employment front, with the economy once again breaking the 200-thousand mark in new payrolls in March. Many economists view the economy as operating near full employment, with the unemployment rate having trickled down to 4.7 percent.

The Producer Price Index and Consumer Price Index dropped to 3.5 percent and 3.4 percent respectively, demonstrating that the Fed has been doing its job in taming inflation. Contrary to these benign inflation statistics, the markets were surprised with the enduring strength of the real estate markets with both new home sales and existing home sales exceeding analysts' estimates. Coupling that with the recent surge in oil prices as well as strong durable goods orders, the economy appears to be healthy and firing on all cylinders.

Chairman Ben Bernanke stunned the markets during the Joint Economic Committee of Congress Meeting on April 27 by saying: "Even if in the committee's judgment the risks to its objectives are not entirely balanced, at some point in the future the committee may decide to take no action at one of more meetings in the interest of allowing more time to receive information relevant to the outlook." This statement caused markets to reevaluate their forward rate expectations and adjust where they anticipate the end of the Fed's rate tightening cycle may lie.

Economic statistics to watch in May are ISM Manufacturing (5/1), Employment Report (5/5), FOMC Rate Decision (5/10), Retail Sales (5/11), Import Price Index (5/12), Capacity Utilization (5/16), Producer Price Index (5/16), Consumer Price Index (5/17), Leading Indicators (5/18), Durable Goods Orders (5/24), and minutes of the May 10 FOMC Meeting (5/31).

As of April 30, 2006, the Dow was up approximately 2.3 percent for the month (up 6.1 percent for the year). The NASDAQ was down 0.7 percent for the month (up 5.3 percent for the year). The S&P 500 finished the month up 1.2 percent (up 5.0 percent for the year).

Sector Review

U.S. Treasuries: Treasuries continued their decline in April with the five- and 10-year both peaking in yield on April 26 and then dropping off a few basis points once Bernanke made his statement to Congress. Our portfolios will continue to target a duration in the mid 30s as it appears likely that another hike is in the works with the potential for another, barring anything unexpected, in the next wave of economic releases. At month-end, three-month bills posted a 4.65 percent discount, six-month bills a 4.73 percent discount, two-year Treasuries were yielding 4.86 percent, five-year Treasuries 4.91 percent, and 10-year notes 5.05 percent.

Repurchase Agreements: Overnight repurchase agreements (repo) started the month trading at 4.70 percent, and traded in the 4.65 - 4.70 percent range for the balance of the month with rates edging towards 4.75 percent with month-end pressures. Repo should trade in the 4.75 percent context prior to the May 10 Fed meeting and then should edge up to the 5.00 percent area. Currently, the market is pricing in almost a 100 percent chance that the Fed will hike rates on its May 10 meeting.

Commercial Paper: The trend of increasing commercial paper supply persisted in April and spreads continued to be quite firm as investors are scooping up front-end paper primarily staying around the next Fed meeting. We expect to maintain our short duration stance throughout the month, maintaining weighted average maturities in the 35- to 40-day range. At the end of the month, one-month CP was offered at 4.98 percent, three-month paper at 5.01 percent, and six-month paper at 5.04 percent (all yields quoted on a discount basis).

U.S. Government Agencies: Agency spreads remained firm in April as supply continues to be reduced. Freddie Mac announced a tender offer which they hope will take \$6-8 Billion in outstandings out of the current supply. At month's end, discount notes were trading at 4.80 percent in the one-month area, 4.88 percent for three-month securities and 4.93 percent for six-month securities. One-year Agency paper was being offered at a 5.19 percent yield. WAM targets will remain in the 35- to 40 day area in the near term.

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

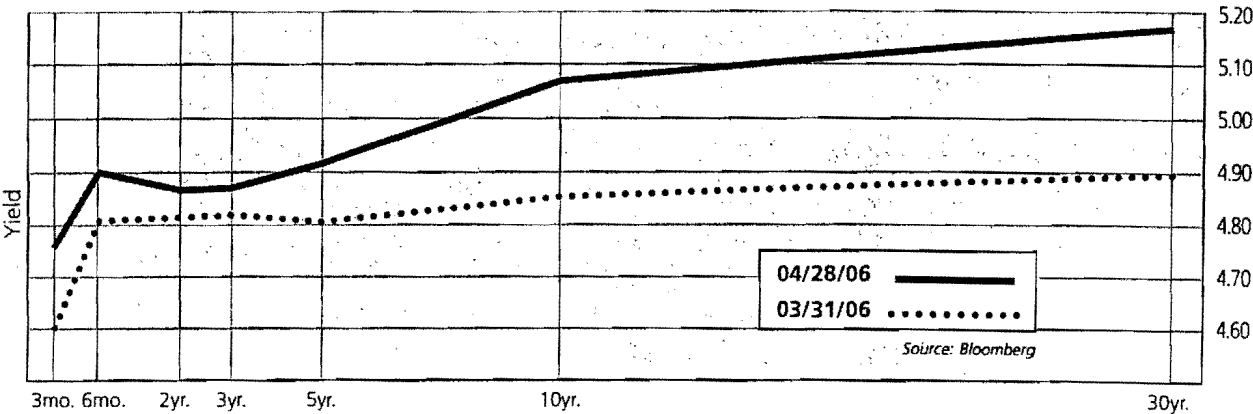
Market Summary

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

Monthly Market Summary – Week-ending Rates and Yields

	04/07	04/13	04/21	04/28	2nd QTD AVG	1st QTR AVG
Overnight Rates						
Effective Fed Funds	4.76	4.82	4.74	4.86	4.80	4.50
Repurchase Agreements	4.68	4.74	4.59	4.68	4.67	4.37
Discount Rates						
1 Month Treasury Bill	4.64	4.54	4.58	4.60	4.59	4.35
1 Month Agency Disc.	4.67	4.65	4.72	4.80	4.71	4.41
1 Month Com'l Paper	4.77	4.79	4.83	4.94	4.83	4.54
3 Month Treasury Bill	4.69	4.70	4.74	4.76	4.72	4.51
3 Month Agency Disc.	4.78	4.82	4.85	4.88	4.83	4.53
3 Month Com'l Paper	4.94	4.98	4.99	5.03	4.99	4.68
6 Month Treasury Bill	4.84	4.91	4.90	4.90	4.89	4.49
6 Month Agency Disc.	4.88	4.91	4.93	4.93	4.91	4.63
6 Month Com'l Paper	5.07	5.14	5.12	5.13	5.12	4.82
Yields						
1 Year Treasury	4.86	4.95	4.90	4.90	4.90	4.64
1 Year Agency	5.21	5.28	5.20	5.17	5.21	4.93
2 Year Treasury	4.88	4.94	4.89	4.86	4.89	4.61
2 Year Agency	5.17	5.22	5.20	5.15	5.18	4.85
5 Year Treasury	4.89	4.96	4.91	4.91	4.92	4.56
5 Year Agency	5.28	5.35	5.28	5.27	5.29	4.94

Historical Yield Curve



Key Economic Indicators

	For the Period	Date of Release	Expected	Actual	Prior
Unemployment Rate	March	04/07	4.8%	4.7%	4.8%
Consumer Price Index	March	04/19	0.4%	0.4%	0.1%
- Less Food and Energy	March	04/19	0.2%	0.3%	0.1%
Consumer Confidence	April	04/25	106.2	109.6	107.5
FOMC Rate Decision		05/10	5.00%		4.75%
Gross Domestic Product	1QA	04/28	4.9%	4.8%	1.7%

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



Asset Management Group



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

2201 SHERWOOD WAY,
SUITE 205
SAN ANGELO, TX 76901
325-947-7071

March 2006

VOL. 84
Pg. 452

Beacon to the Future Fund
Fund Statement 01/01/2006 - 03/31/2006

Fund
ID:
Beacon

Ms. Dianna Spieker
Tom Green County Treasurer
112 W. Beauregard Ave.
San Angelo, TX 76903-5850

Endowment Contributions

Total Historical Balance [Corpus] **0.00**

Fund Activity

Fund Balance (Beginning period) **1,310,052.18**

Contributions (This year) **45,350.00**

Investment Activity

Interest & Dividends **14,160.96**

Unrealized Gains (Losses) **0.00**

Realized Gains (Losses) **0.00**

Disbursements

Grants/Scholarships **0.00**

Investment/Management Fees **-1,711.95**

Fund Balance (Ending Period) **1,367,851.19**

Available to Grant in 2006 **1,308,659.08**

Total Assets **1,367,851.19**

Total Liabilities **0.00**

Total Net Assets of the Fund **1,367,851.19**

Detail

CONTRIBUTIONS:

Donor	Date	Amount
Mr. William F. Collins	01/10/2006	500.00
Mr. Steve Smith	01/24/2006	25.00
Mr. and Mrs Jack Grafa	01/25/2006	2,500.00
Mr. and Mrs. Dennis Grafa	02/10/2006	500.00
Ms. Carolyn R. Utt	02/21/2006	2,000.00
Ms. Suzanne Utt	02/21/2006	500.00
Anonymous Gift	02/27/2006	1,000.00
Texas Omega Pi Chapter of Beta Sigma Phi	03/15/2006	25.00
Anonymous Gift	03/15/2006	10,000.00
Anonymous Gift	03/15/2006	25,000.00
Dr. and Mrs. Dale McDonald	03/16/2006	1,000.00
Mr. and Mrs. Syl Polunsky	03/21/2006	100.00
Mr. and Mrs. Robert Eckert	03/21/2006	1,000.00
DeCoty Coffee Company	03/22/2006	1,000.00
Dr. and Mrs. Fazlur Rahman	03/29/2006	200.00
*** Total Gifts:		45,350.00

Current 7 day yield (annualized) for the fund: 4.660%

Gross effective annualized yield - inception to date: 4.663%

Net Effective annualized yield - inception to date: 4.162%
(less fees)

"Available to Grant" is a percent calculation of the fund balance according to the fund agreement.
(If twelve quarters history does not exist, the average will be calculated on available history.) "Available to Grant" is calculated annually after the fund is one year old.
Total Historical Balance [Endowment Corpus] does not include current year contributions

ICT GOVERNMENT CASH & AGENCY SECURITIES PORTFOLIO						
As of 3/31/2006						
CUSIP	Security Name	Coupon	Maturity	Quantity	Market Value	%MV
Agency Bond						
3128X4D81	Federal Home Loan Bank	4.920	02/28/2007	6,000,000	5,983,380.00	1.07%
3128X4DD0	FHLMC Nt	3.830	06/20/2006	8,000,000	7,977,840.00	1.43%
3128X4YN5	Freddie Mac Nt	4.750	02/06/2007	4,000,000	3,986,360.00	0.71%
3133X9QG8	Fed Home Loan Bank	4.523	06/02/2006	10,000,000	9,999,900.00	1.79%
31359MYG2	FNMA Nt	4.000	08/08/2006	5,000,000	4,982,800.00	0.89%
3136F7FZ5	FNMA Nt	4.030	07/21/2006	5,000,000	4,982,800.00	0.89%
N/A	Freddie Mac Nt	4.406	07/06/2007	30,000,000	30,001,200.00	5.38%
					67,914,280.00	12.17%
Repurchase Agreement						
601315008	TRP Goldman Sachs Govt	4.540	04/03/2006	90,000,000	89,988,421.80	16.13%
601315010	TRP CS First Boston Govt	4.540	04/03/2006	48,000,000	47,994,023.43	8.60%
602135018	TRP Merrill Lynch Govt	4.595	04/13/2006	55,000,000	54,993,427.51	9.86%
603275020	TRP Goldman Sachs Govt	4.810	04/03/2006	20,000,000	19,997,779.09	3.58%
603315003	TRP BNP Paribas Govt	4.860	04/03/2006	99,000,000	98,989,301.07	17.74%
603315005	TRP JP Morgan Govt	4.830	04/03/2006	78,000,000	77,991,441.32	13.98%
603315008	TRP Bear Stearns Govt	4.860	04/03/2006	100,000,000	99,989,193.00	17.92%
85799F003	State Street Bank Repo	4.230	04/03/2006	85,000	84,990.01	0.02%
					490,028,577.24	87.83%
					557,942,857.24	100.00%
					104,576,927.50	ICT TP
					662,519,784.73	TOTAL ICT



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2201 SHERWOOD WAY.
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325-947-7071

April 2006

Beacon to the Future Fund
Fund Statement 01/01/2006 - 04/30/2006

Fund
ID:
Beacon

Ms. Dianna Spieker
Tom Green County Treasurer
112 W. Beauregard Ave.
San Angelo, TX 76903-5850

Endowment Contributions	
Total Historical Balance [Corpus]	0.00
Fund Activity	
<i>Fund Balance (Beginning period)</i>	<i>1,310,052.18</i>
Contributions (This year)	132,700.00
Investment Activity	
Interest & Dividends	19,518.38
Unrealized Gains (Losses)	0.00
Realized Gains (Losses)	0.00
Disbursements	
Grants/Scholarships	0.00
Investment/Management Fees	-1,711.95
<i>Fund Balance (Ending Period)</i>	<i>1,460,558.61</i>
<i>Available to Grant in 2006</i>	<i>1,460,558.61</i>
<i>Total Assets</i>	<i>1,460,558.61</i>
<i>Total Liabilities</i>	<i>0.00</i>
<i>Total Net Assets of the Fund</i>	<i>1,460,558.61</i>

Detail

CONTRIBUTIONS:

Donor	Date	Amount
Mr. William F. Collins	01/10/2006	500.00
Mr. Steve Smith	01/24/2006	25.00
Mr. and Mrs Jack Grafa	01/25/2006	2,500.00
Mr. and Mrs. Dennis Grafa	02/10/2006	500.00
Ms. Carolyn R. Utt	02/21/2006	2,000.00
Ms. Suzanne Utt	02/21/2006	500.00
Anonymous Gift	02/27/2006	1,000.00
Texas Omega Pi Chapter of Beta Sigma Phi	03/15/2006	25.00
Anonymous Gift	03/15/2006	10,000.00
Mr. and Mrs. Weldon Lindsey	03/15/2006	25,000.00
Dr. and Mrs. Dale McDonald	03/16/2006	1,000.00
Mr. and Mrs. Robert Eckert	03/21/2006	1,000.00
Mr. and Mrs. Syl Polunsky	03/21/2006	100.00
DeCoty Coffee Company	03/22/2006	1,000.00
Dr. and Mrs. Fazlur Rahman	03/29/2006	200.00
Ms. Margaret Mallard	04/06/2006	3,000.00
Dian Graves Owen Foundation	04/07/2006	25,000.00
Mr. and Mrs. Millard McAfee	04/11/2006	1,000.00
Anonymous Gift	04/11/2006	100.00
Atmos Energy Corporation	04/13/2006	2,000.00
Mr. and Mrs. Bill Pfluger	04/13/2006	10,000.00
Mr. and Mrs. Dennis Grafa	04/13/2006	1,500.00

"Available to Grant" is a percent calculation of the fund balance according to the fund agreement.
(If twelve quarters history does not exist, the average will be calculated on available history.) "Available to Grant" is calculated annually after the fund is one year old.
Total Historical Balance [Endowment Corpus] does not include current year contributions



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American Electric Power	04/17/2006	6,000.00	Mr. and Mrs. James A. Carter	04/25/2006	5,000.00
First National Bank of Mertzon	04/17/2006	2,500.00	Ratliff, Edwards & DeHoyos	04/25/2006	250.00
Mrs. Mary June Beck	04/18/2006	25,000.00	City Lumber & Wholesale, Inc.	04/27/2006	1,000.00
San Angelo National Bank	04/18/2006	5,000.00	*** Total Gifts:		132,700.00

Current 7 day yield (annualized) for the fund: 4.66%

Gross effective annualized yield - inception to date: 4.66%

Net Effective annualized yield - inception to date: 4.28%
(less fees)

VOL. 84 Pg. 455

FY 2006 Investment Report

Vocabulary

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

Federal Home Loan Note

Purchases \$500,000.00 @ 99.942% = \$499,710.00 plus Interest \$572.92 = \$500,282.92

First IPD 12/30/05

\$0.00 Interest Received This Month	\$0.00 Change In Book Value This Month vs. Last Month
\$0.00 Principal Received This Month	\$410.00 Change In Market Value This Month vs. Last Month

3133XCCG6		4/28/2006		4/28/2006		0		Unrealized Life of Sec	Unrealized
History	Original Price	Accretion(Decretion)	Book Value	Market Value	Received Interest	Accrued Interest	Incl all Interest	Gain/(Loss)	Market vs Book
									Gain/(Loss)
FY 05 September 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,950.00	\$0.00	\$0.00		(\$1,760.00)	(\$1,760.00)
FY 06 October 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,650.00	\$0.00	\$0.00		(\$2,060.00)	(\$2,060.00)
FY 06 November 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,600.00	\$0.00	\$0.00		(\$2,110.00)	(\$2,110.00)
FY 06 December 2005	\$499,710.00	\$572.92	\$499,710.00	\$497,900.00	\$9,375.00	\$0.00		\$7,565.00	(\$1,810.00)
FY 06 January 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,150.00	\$0.00	\$0.00		(\$1,560.00)	(\$1,560.00)
FY 06 February 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,150.00	\$0.00	\$0.00		(\$1,560.00)	(\$1,560.00)
FY 06 March 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,440.00	\$0.00	\$0.00		(\$1,270.00)	(\$1,270.00)
FY 06 April 2006	\$499,710.00	\$572.92	\$499,710.00	\$498,850.00	\$0.00	\$0.00		(\$860.00)	(\$860.00)
FY 06 May 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
FY 06 June 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
FY 06 July 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
FY 06 August 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
FY 06 September 2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

The County's Maintains a passive Investment strategy.
With interest rates as they are, with safety in mind, diversification is taking a higher priority than that of yield.

Trolinger Investments

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

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

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

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

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

#16

TOM GREEN COUNTY



SAN ANGELO, TEXAS

OFFICE OF
AUDITOR

May 17, 2006

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

Gentlemen:

Attached is the Auditor's report for April 2006 which consists of The Software Group generated report *Statement of Revenues – Budget vs. Actual vs. Last Year* for General Fund and the Road & Bridge Funds and the *Statement of Expenditures – Budget vs Actual* for General Fund, Road & Bridge Funds and the Grant Funds (600 series) that were previously reported with the General Fund. Also included are additional statements to detail the General Ledger information. These include: a statement consolidating monthly receipts and disbursements for each fund; a statement summarizing cash and cash equivalents of each fund; a statement detailing the bonded indebtedness of Tom Green County; a statement featuring projected expenditures and funds available for jail construction; and a statement showing investments held by Tom Green County.

Cordially,

Nathan Cradduck
County Auditor

Accepted:

Honorable Michael D. Brown
County Judge

**AUDITOR'S MONTHLY REPORT
TO COMMISSIONERS' COURT
APRIL 30, 2006**

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TOM GREEN COUNTY
COMBINED STATEMENT OF CASH - ALL FUNDS
FOR THE MONTH ENDED APRIL 2006

FUND		CASH	SECURITIES BOOK VALUE	MBIA	FUNDS MANAGEMENT	TOTAL
General Fund	001	\$ 360,236.41	\$ 499,710.00	\$ 6,207,235.30	\$ 5,846,305.38	\$ 12,913,487.09
Road & Bridge Prcts. 1 & 3	005	24,473.35	-0-	579,313.29	-0-	603,786.64
Road & Bridge Prcts. 2 & 4	006	40,297.25	-0-	619,652.97	-0-	659,950.22
Cafeteria Plan Trust	009	4,892.33	-0-	-0-	-0-	4,892.33
County Law Library	010	2,334.69	-0-	8,832.86	65,446.23	76,613.78
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	-0-	2,500.00
Justice Court Technology Fund	012	3,765.96	-0-	102,467.18	-0-	106,233.14
Library/Hughes	014	481.90	-0-	3,747.49	492,070.33	496,299.72
Library Donations Fund	015	1,104.89	-0-	22,725.96	-0-	23,830.85
Records Mgt/District Clerk-GC51.3	016	2,067.95	-0-	8,349.20	-0-	10,417.15
Records Mgt/District Clerk-Co Wide	017	1,627.80	-0-	10,585.49	-0-	12,213.29
Courthouse Security/County Crts.	018	3,213.91	-0-	89,369.88	-0-	92,583.79
Records Mgt/County Clerk	019	2,228.97	-0-	100,523.04	-0-	102,752.01
Library Miscellaneous	020	2,389.62	-0-	45,128.56	-0-	47,518.18
CIP Donations	021	4,197.55	-0-	-0-	-0-	4,197.55
Bates	022	266.58	-0-	32.52	83,528.84	83,827.94
General Land Purchase	025	123.91	-0-	10,720.67	-0-	10,844.58
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-	-0-
County Clerk Preservation	030	3,917.75	-0-	35,131.11	-0-	39,048.86
County Clerk Archive	032	5,210.72	-0-	71,969.28	-0-	77,180.00
Third Court of Appeals Fund	036	3,375.00	-0-	-0-	-0-	3,375.00
Justice Court Security Fund	037	1,802.50	-0-	-0-	-0-	1,802.50
Wastewater Treatment Fund	038	720.00	-0-	-0-	-0-	720.00
County Attorney Fee	045	9,046.19	-0-	-0-	-0-	9,046.19
Juror Donations	047	-0-	-0-	-0-	-0-	-0-
Election Contract Service	048	1,472.34	-0-	-0-	-0-	1,472.34
Judicial Education/County Judge	049	1,013.46	-0-	-0-	-0-	1,013.46
51st District Attorney Fee	050	14,952.64	-0-	-0-	-0-	14,952.64
Lateral Road	051	17,522.36	-0-	-0-	-0-	17,522.36
51st DA Special Forfeiture Acct	052	55,514.15	-0-	-0-	-0-	55,514.15
Cert. of Obligation Series 1995	053	42,782.31	-0-	-0-	-0-	42,782.31
119th District Atty Fee Acct	055	9,258.34	-0-	-0-	-0-	9,258.34
State Fees-Civil	056	9,451.75	-0-	18,400.00	-0-	27,851.75
119th DA/DPS Forfeiture Acct	057	89.15	-0-	-0-	-0-	89.15
119th DA Special Forfeiture Acct	058	13,649.09	-0-	-0-	-0-	13,649.09
Park Donations Fund	059	57.58	-0-	-0-	-0-	57.58
TAIP, CSCD	063	33,717.69	-0-	-0-	-0-	33,717.69
Diversion Target Program, CCRC	064	13,382.43	-0-	-0-	-0-	13,382.43
Comm. Supervision & Corrections	065	208,334.33	-0-	-0-	-0-	208,334.33
CRTC	066	203,524.76	-0-	-0-	-0-	203,524.76
Community Corrections Prog.	067	21,256.94	-0-	-0-	-0-	21,256.94
Substance Abuse Caseloads	069	3,876.27	-0-	-0-	-0-	3,876.27
State & Municipal Fees	071	2,603.46	-0-	8,368.19	-0-	10,971.65
Consolidated Court Costs	072	22,952.79	-0-	57,306.09	-0-	80,258.88
Graffiti Eradication Fund	073	494.38	-0-	-0-	-0-	494.38
Veterans' Service	075	4,743.70	-0-	-0-	-0-	4,743.70
Employee Enrichment Fund	076	8,083.97	-0-	-0-	-0-	8,083.97
Judicial Efficiency Fund	082	13,601.02	-0-	-0-	-0-	13,601.02
Judicial Efficiency Fund - County Crts	083	4,517.88	-0-	-0-	-0-	4,517.88
Post Adjud. Juv. Detention Fac.-Prior Yea	084	2,609.16	-0-	-0-	-0-	2,609.16
4-H Building Construction	089	-0-	-0-	-0-	-0-	-0-
EFTPS/Payroll Tax Clearing Fund	094	-0-	-0-	-0-	-0-	-0-
Payroll Fund	095	5,800.48	-0-	-0-	-0-	5,800.48

TOM GREEN COUNTY
COMBINED STATEMENT OF CASH - ALL FUNDS
FOR THE MONTH ENDED APRIL 2006

FUND		CASH	SECURITIES BOOK VALUE	MBIA	FUNDS MANAGEMENT	TOTAL
Court at Law Excess St Splmnt.	096	5,608.09	-0-	-0-	-0-	5,608.09
LEOSE Training Fund-Sheriff	097	2,506.67	-0-	21,392.57	-0-	23,899.24
Child Restraint State Fee Fund	098	4,997.69	-0-	-0-	-0-	4,997.69
Cert. of Obligation 1998 - I & S	099	206,725.26	-0-	-0-	156,678.06	363,403.32
Co Atty - LEOSE Tng Fund	100	835.95	-0-	-0-	-0-	835.95
Constable Prct 1 Leose Trng Fund	102	1,502.09	-0-	-0-	-0-	1,502.09
Constable Prct 2 Leose Trng Fund	103	1,933.58	-0-	-0-	-0-	1,933.58
Constable Prct 3 Leose Trng Fund	104	2,215.86	-0-	-0-	-0-	2,215.86
Constable Prct 4 Leose Trng Fund	105	2,698.58	-0-	-0-	-0-	2,698.58
Court Transaction Fee, JP Courts	106	1,579.12	-0-	72,602.82	-0-	74,181.94
Aftercare Specialized Caseloads	107	7,802.21	-0-	-0-	-0-	7,802.21
Caseload Reduction	108	16,236.01	-0-	-0-	-0-	16,236.01
TCOMI	109	8,528.82	-0-	-0-	-0-	8,528.82
Juvenile Deferred Processing Fees	110	16,594.09	-0-	-0-	-0-	16,594.09
Co Judge Excess Contributions	111	1,572.40	-0-	-0-	-0-	1,572.40
Pass-Thru Grants	113	152.21	-0-	-0-	-0-	152.21
Child Safety Fee - Trans. Code 502.173	114	25,374.56	-0-	-0-	-0-	25,374.56
CRTC Female Facility	116	516,113.53	-0-	-0-	-0-	516,113.53
Loanstar Library Grant	201	4,425.53	-0-	-0-	-0-	4,425.53
Trollinger Fund	202	9,148.39	-0-	398,044.97	-0-	407,193.36
Library Expansion	203	2,154.07	-0-	-0-	-0-	2,154.07
Courthouse Landscaping	301	16.08	-0-	-0-	-0-	16.08
Sheriff Forfeiture Fund	401	23,782.55	-0-	-0-	-0-	23,782.55
State Aid/Regional	500	6,445.54	-0-	-0-	-0-	6,445.54
Salary Adjustment/Regional	501	60.06	-0-	-0-	-0-	60.06
Community Corrections/Regional-State Ft	502	9,882.89	-0-	-0-	-0-	9,882.89
Community Corrections/Regional	503	45,117.41	-0-	-0-	-0-	45,117.41
IV-E Program/Regional	504	97,525.97	-0-	-0-	-0-	97,525.97
Progressive Sanctions JPO/Regional	506	(410.52)	-0-	-0-	-0-	(410.52)
Progressive Sanctions Levels 123/Region	507	11,355.50	-0-	-0-	-0-	11,355.50
Special Projects-PY's Interest Funds/Regi	509	5,360.07	-0-	-0-	-0-	5,360.07
AYUDAR Donation	580	3,629.97	-0-	-0-	-0-	3,629.97
Texas Youth Commission	582	109,083.97	-0-	-0-	-0-	109,083.97
IV-E Program	583	821,019.38	-0-	-0-	-0-	821,019.38
Post Adjudication Facility-Bldg Maintenanc	584	14,363.40	-0-	-0-	-0-	14,363.40
State Aid	586	29,659.20	-0-	-0-	-0-	29,659.20
Community Corrections	587	122,760.77	-0-	-0-	-0-	122,760.77
Salary Adjustment	588	17,843.25	-0-	-0-	-0-	17,843.25
Family Preservation	589	546.66	-0-	-0-	-0-	546.66
Juvenile Local Interest Fund	590	122.62	-0-	-0-	-0-	122.62
Progressive Sanctions Levels 123	591	3,469.80	-0-	-0-	-0-	3,469.80
Progressive Sanctions JPO	592	8,976.49	-0-	-0-	-0-	8,976.49
Progressive Sanctions ISJPO	593	863.25	-0-	-0-	-0-	863.25
Special Projects-PY's Interest Funds	599	(1,767.28)	-0-	-0-	-0-	(1,767.28)
Reimb for Mandated Funding	600	53,769.39	-0-	-0-	-0-	53,769.39
District Atty Grants	613	(16,536.68)	-0-	-0-	-0-	(16,536.68)
County Atty Grants	625	34,278.44	-0-	-0-	-0-	34,278.44
Constable Grants	650	(99,317.49)	-0-	-0-	-0-	(99,317.49)
Sheriff's Office Grants	654	(37,331.23)	-0-	-0-	-0-	(37,331.23)
Big Brothers/Big Sisters	656	(22,096.06)	-0-	-0-	-0-	(22,096.06)
Adult Probation Grants	665	(35,089.10)	-0-	-0-	-0-	(35,089.10)
Beacon for the Future	680	150,227.52	-0-	-0-	-0-	150,227.52
Misc Block Grants	699	(32,657.05)	-0-	-0-	-0-	(32,657.05)
TOTAL ALL FUNDS		\$ 3,559,197.14	\$ 499,710.00	\$ 8,491,899.44	\$ 6,644,028.84	\$ 19,194,835.42

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
FOR THE MONTH ENDED APRIL 2006

FUND		CASH, MBIA, & FM 4/1/06	RECEIPTS	DISBURSE- MENTS	CASH, MBIA, & FM 4/30/06
General Fund	001	\$ 13,185,635.73	\$ 1,264,293.28	\$ 2,036,151.92	\$ 12,413,777.09
Road & Bridge Prcts. 1 & 3	005	623,358.78	79,173.71	98,745.85	603,786.64
Road & Bridge Prcts. 2 & 4	006	646,715.92	79,295.53	66,061.23	659,950.22
Cafeteria Plan Trust	009	4,188.86	6,286.88	5,583.41	4,892.33
County Law Library	010	74,333.99	5,809.87	3,530.08	76,613.78
Cafeteria/Zesch & Pickett	011	2,500.00	-0-	-0-	2,500.00
Justice Court Technology Fund	012	103,959.16	3,578.81	1,304.83	106,233.14
Library/Hughes	014	494,476.92	1,822.80	-0-	496,299.72
Library Donations Fund	015	23,218.27	1,544.84	932.26	23,830.85
Records Mgt/District Clerk-GC51.3	016	9,545.94	901.06	29.85	10,417.15
Records Mgt/District Clerk-Co Wide	017	10,564.22	1,649.07	0.00	12,213.29
Courthouse Security/County Crts.	018	87,019.63	7,084.75	1,520.59	92,583.79
Records Mgt/County Clerk	019	100,380.68	2,371.33	0.00	102,752.01
Library Miscellaneous	020	46,956.39	3,825.37	3,263.58	47,518.18
CIP Donations	021	4,240.20	17.82	60.47	4,197.55
Bates	022	83,520.07	307.87	-0-	83,827.94
General Land Purchase	025	10,803.02	41.56	-0-	10,844.58
Reserve for Special Venue Trials	026	200,000.00	-0-	-0-	200,000.00
Texas Community Development Program	027	-0-	-0-	-0-	-0-
County Clerk Preservation	030	30,303.79	10,092.67	1,347.60	39,048.86
County Clerk Archive	032	75,471.40	9,036.54	7,327.94	77,180.00
Third Court of Appeals Fund	036	2,580.00	795.00	-0-	3,375.00
Justice Court Security Fund	037	1,231.11	586.03	14.64	1,802.50
Wastewater Treatment Fund	038	570.00	150.00	-0-	720.00
County Attorney Fee	045	9,340.10	4,186.12	4,480.03	9,046.19
Juror Donations	047	-	-0-	-0-	-0-
Election Contract Service	048	4,552.00	4,403.23	7,482.89	1,472.34
Judicial Education/County Judge	049	1,758.79	132.87	878.20	1,013.46
51st District Attorney Fee	050	15,234.43	539.36	821.15	14,952.64
Lateral Road	051	17,450.10	72.26	-0-	17,522.36
51st DA Special Forfeiture Acct	052	56,409.00	557.40	1,452.25	55,514.15
Cert. of Obligation Series 1995	053	42,782.31	-0-	-0-	42,782.31
119th District Atty Fee Acct	055	8,822.10	686.99	250.75	9,258.34
State Fees-Civil	056	90,802.75	27,562.15	90,513.15	27,851.75
119th DA/DPS Forfeiture Acct	057	88.80	0.35	-0-	89.15
119th DA Special Forfeiture Acct	058	10,287.24	4,788.26	1,426.41	13,649.09
Park Donations Fund	059	57.34	0.24	-0-	57.58
TAIP, CSCD	063	50,062.88	992.00	17,337.19	33,717.69
Diversion Target Program, CCRC	064	19,855.09	1,359.00	7,831.66	13,382.43
Comm. Supervision & Corrections	065	242,972.18	155,040.91	189,678.76	208,334.33
CRTC	066	289,458.48	8,367.31	94,301.03	203,524.76
Community Corrections Prog.	067	64,408.97	1,180.00	44,332.03	21,256.94
Substance Abuse Caseloads	069	10,638.12	-0-	6,761.85	3,876.27
State & Municipal Fees	071	10,858.44	8,695.80	8,582.59	10,971.65
Consolidated Court Costs	072	326,919.78	38,436.44	285,097.34	80,258.88
Graffiti Eradication Fund	073	492.59	2.04	0.25	494.38
Veterans' Service	075	4,500.17	366.99	123.46	4,743.70
Employee Enrichment Fund	076	11,877.17	46.86	3,840.06	8,083.97
Judicial Efficiency Fund	082	11,697.43	1,903.59	-0-	13,601.02
Judicial Efficiency Fund - County Courts	083	5,075.10	587.28	1,144.50	4,517.88
Post Adjud. Juv. Detention Fac.-Prior Year	084	2,599.09	10.07	-0-	2,609.16
4-H Building Construction	089	1,937.59	-0-	1,937.59	-0-
EFTPS/Payroll Tax Clearing Fund	094	-	-0-	-0-	-0-
Payroll Fund	095	3,845.24	2,489.90	534.66	5,800.48

TOM GREEN COUNTY
COMBINED STATEMENT OF OPERATING CASH FLOWS - ALL FUNDS
FOR THE MONTH ENDED APRIL 2006

FUND		CASH, MBIA, & FM 4/1/06	RECEIPTS	DISBURSE- MENTS	CASH, MBIA, & FM 4/30/06
Court at Law Excess St Splmnt.	096	5,723.76	24.33	140.00	5,608.09
LEOSE Training Fund-Sheriff	097	23,807.11	92.13	0.00	23,899.24
Child Restraint State Fee Fund	098	4,364.69	686.50	53.50	4,997.69
Cert. of Obligation 1998 - I & S	099	322,548.81	40,854.51	-0-	363,403.32
Co Atty - LEOSE Tng Fund	100	732.63	103.32	-0-	835.95
Constable Prct 1 Leose Tmg Fund	102	1,495.89	6.20	-0-	1,502.09
Constable Prct 2 Leose Tmg Fund	103	1,925.61	7.97	-0-	1,933.58
Constable Prct 3 Leose Tmg Fund	104	2,207.27	8.59	-0-	2,215.86
Constable Prct 4 Leose Tmg Fund	105	2,687.41	11.17	-0-	2,698.58
Court Transaction Fee, JP Courts	106	72,265.91	1,968.44	52.41	74,181.94
Aftercare Specialized Caseloads	107	10,701.60	-0-	2,899.39	7,802.21
Caseload Reduction	108	23,484.71	29.38	7,278.08	16,236.01
TCOMI	109	17,477.63	-0-	8,948.81	8,528.82
Juvenile Deferred Processing Fees	110	16,276.27	317.82	-0-	16,594.09
Co Judge Excess Contributions	111	1,565.92	6.48	-0-	1,572.40
Pass-Thru Grants	113	151.58	0.63	-0-	152.21
Child Safety Fee - Trans. Code 502.173	114	23,629.57	1,744.99	-0-	25,374.56
CRTC Female Facility	116	602,152.77	7,166.41	93,205.65	516,113.53
Loanstar Library Grant	201	5,685.71	23.54	1,283.72	4,425.53
Trollinger Fund	202	405,438.92	2,064.31	309.87	407,193.36
Library Expansion	203	2,145.19	8.88	-0-	2,154.07
Courthouse Landscaping	301	(83.57)	99.65	-0-	16.08
Sheriff Forfeiture Fund	401	22,312.90	1,469.65	-0-	23,782.55
State Aid/Regional	500	5,873.42	6,683.98	6,111.86	6,445.54
Salary Adjustment/Regional	501	56.94	476.21	473.09	60.06
Community Corrections/Regional-State Funds	502	8,720.65	5,271.47	4,109.23	9,882.89
Community Corrections/Regional	503	41,208.79	4,446.08	537.46	45,117.41
IV-E Program/Regional	504	89,194.72	8,331.25	-0-	97,525.97
Progressive Sanctions JPO/Regional	506	(94.04)	2,299.56	2,616.04	(410.52)
Progressive Sanctions Levels 123/Regional	507	9,738.53	1,616.97	-0-	11,355.50
Special Projects-PY's Interest Funds/Regional	509	5,339.38	20.69	-0-	5,360.07
AYUDAR Donation	580	4,552.18	17.72	939.93	3,629.97
Texas Youth Commission	582	109,702.95	425.14	1,044.12	109,083.97
IV-E Program	583	801,957.34	47,532.28	28,470.24	821,019.38
Post Adjudication Facility-Bldg Maintenance	584	14,307.95	55.45	-0-	14,363.40
State Aid	586	23,707.98	8,617.94	2,666.72	29,659.20
Community Corrections	587	99,548.34	23,212.43	-0-	122,760.77
Salary Adjustment	588	16,673.28	8,005.51	6,835.54	17,843.25
Family Preservation	589	272.27	274.39	-0-	546.66
Juvenile Local Interest Fund	590	61.07	61.55	-0-	122.62
Progressive Sanctions Levels 123	591	3,408.92	2,768.03	2,707.15	3,469.80
Progressive Sanctions JPO	592	9,594.09	12,410.23	13,027.83	8,976.49
Progressive Sanctions ISJPO	593	1,205.50	2,214.35	2,556.60	863.25
Special Projects-PY's Interest Funds	599	3,400.05	13.17	5,180.50	(1,767.28)
Reimb for Mandated Funding	600	35,845.39	17,924.00	-0-	53,769.39
District Atty Grants	613	(979.90)	-0-	15,556.78	(16,536.68)
County Atty Grants	625	47,563.61	260.00	13,545.17	34,278.44
Constable Grants	650	(81,595.63)	60.73	17,782.59	(99,317.49)
Sheriff's Office Grants	654	(31,511.21)	3,695.00	9,515.02	(37,331.23)
Big Brothers/Big Sisters	656	-	-0-	22,096.06	(22,096.06)
Adult Probation Grants	665	(29,729.84)	4,219.00	9,578.26	(35,089.10)
Beacon for the Future	680	172,749.11	-0-	22,521.59	150,227.52
Misc Block Grants	699	(6,678.28)	8,931.00	34,909.77	(32,657.05)
TOTAL ALL FUNDS		\$ 20,059,149.21	\$ 1,967,611.24	\$ 3,331,635.03	\$ 18,695,125.42

**TOM GREEN COUNTY
INDEBTEDNESS
AS OF APRIL 30, 2006**

MONTHLY ACTIVITY

Indebtedness balance as of April 1, 2006	\$ 13,437,400.00
Proceeds from Contractual Obligations	
Proceeds from Bond Refunding Debt Issue	
Bonded Indebtedness Principal Paydown	
Pre FY94 Sales Tax Revenue Repayment	(3,300.00)
Indebtedness balance as of April 30, 2006	<u><u>\$ 13,434,100.00</u></u>

FUND	ORIGINAL INDEBTEDNESS	PRIOR PRINCIPAL PAYMENTS	FY06 PRINCIPAL PAYMENTS	INDEBTEDNESS AS OF 4/30/06
099; 98 General Obligation Refunding	\$ 18,885,000.00	\$ 4,275,000.00	\$ 1,760,000.00	\$ 12,850,000.00
Pre FY94 Sales Tax Revenue Overpayment	950,351.03	343,151.03	23,100.00	584,100.00
GRAND TOTAL	<u><u>\$ 19,835,351.03</u></u>	<u><u>\$ 4,618,151.03</u></u>	<u><u>\$ 1,783,100.00</u></u>	<u><u>\$ 13,434,100.00</u></u>

TOM GREEN COUNTY
JAIL CONSTRUCTION PROJECTED EXPENDITURES AND FUNDS AVAILABILITY
April 30, 2006

		BUDGETED EXPENDITURES						CASH
		DETENTION & JUSTICE CENTER	SHAVER BUILDING	SO: WALL REPAIR	JAIL MECHANISM	RE-ROOF BARRACKS	STD TIMES PARKING LOT	
4/1/06	BALANCE							\$ 42,782.31
Interest								<NOTE> MAR06 interest of 171.83 receipted in MAY06 -0-
Bank service charges								-0-
BUDGETED EXP:		-0-	13,600.00	8,510.00	64,184.00	24,978.00	43,000.00	
Expenditures to date:		(270,304.55)	(14,176.23)	(11,160.00)	(61,684.00)	(25,361.50)	-0-	
Apr-06	Expenditures	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Apr-06	Budget Balance	\$ (270,304.55)	\$ (576.23)	\$ (2,650.00)	\$ 2,500.00	\$ (383.50)	\$ 43,000.00	
4/30/06	FUND BALANCE							<u>\$ 42,782.31</u>
LESS: Budgeted Expenditures						Standard Times Parking Lot:	43,000.00	
4/30/06	FUNDS AVAILABLE							<u>\$ (217.69)</u>

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

**TOM GREEN COUNTY
INVESTMENT HOLDINGS
as of APRIL 30, 2006**

MONTHLY ACTIVITY	
Book Value balance as of April 1, 2006	\$ 499,710.00
Investments Purchased (T-bills and short-term notes)	-0-
Investments Matured, Redeemed or Called (T-bills and short-term notes)	-0-
Book Value balance as of April 30, 2006	<u>\$ 499,710.00</u>

ALL SECURITIES HELD BY GENERAL FUND; FUND 001

SECURITY TYPE & YIELD	BOOK VALUE 07/11/05	MARKET VALUE 04/30/06	GAIN (LOSS) MARKET VALUE -> BOOK VALUE	CHANGE IN MARKET VALUE APR -> MAR	INTEREST RECEIVED as of APR06	FY06 INTEREST EARNED
3133XCCG6 fh1b; 3.810%	\$ 499,710.00	\$ 498,850.00	\$ (860.00)	\$ 350.00	\$ 8,802.08	\$ 4,583.33
TOTAL	<u>\$ 499,710.00</u>	<u>\$ 498,850.00</u>	<u>\$ (860.00)</u>	<u>\$ 350.00</u>	<u>\$ 8,802.08</u>	<u>\$ 4,583.33</u>

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM

11:51:31 09 MAY 2006

Statement of Revenues - Budget vs Actual vs Last Year

001 - GENERAL FUND

The Software Group, Inc.

For the Month of April and the 7 Months Ending April 30, 2006

Page 1

001 - GENERAL FUND - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Receivable	%Rm
310-3101 CURRENT TAX LEVY	13,636,054	13,636,054	193,608.41	13,233,639.30	12,136,869.33	402,414.70	3
310-3102 DELINQUENT TAXES	250,000	250,000	20,141.23	170,276.71	175,832.94	79,723.29	32
310-3191 PENALTY AND INTEREST	205,000	205,000	17,419.77	84,117.44	85,158.73	120,882.56	59
TOTAL GENERAL PROPERTY TAXES	14,091,054	14,091,054	231,169.41	13,488,033.45	12,397,861.00	603,020.55	4

001 - GENERAL FUND - BUSINESS LICENSE AND PERMITS

320-3201 ALCOHOLIC BEVERAGES	28,000	28,000	5,822.50	16,017.50	18,667.50	11,982.50	43
320-3204 SOBP	2,000	2,000	0.00	0.00	1,000.00	2,000.00	100
TOTAL BUSINESS LICENSE AND PERMITS	30,000	30,000	5,822.50	16,017.50	19,667.50	13,982.50	47

001 - GENERAL FUND - STATE SHARED REVENUE

330-3312 CRB FUND	100,000	100,000	0.00	0.00	0.00	100,000.00	100
330-3321 GENERAL SALES AND USE TAX	5,100,000	5,100,000	410,351.93	2,326,788.83	2,056,817.89	2,773,211.17	54
330-3327 STATE SUPPLEMENT/COUNTY ATTY	41,667	41,667	0.00	39,725.00	33,900.00	1,942.00	5
330-3337 CCL SUPPLEMENT	70,000	70,000	0.00	51,740.36	47,059.48	18,259.64	26
330-3346 BINGO TAX	25,000	25,000	0.00	12,129.32	15,833.69	12,870.68	51
330-3349 FISCAL FEE/ADULT PGMS	7,750	7,750	0.00	13,985.00	3,015.50	-6,235.00	-80
330-3353 MIXED BEVERAGE TAX	200,000	200,000	50,538.48	96,287.68	96,388.43	103,712.32	52
330-3356 HUD/PAYMENT IN LIEU OF TAXES	38,000	38,000	0.00	0.00	0.00	38,000.00	100
330-3357 COUNTY JUDGE STATE SUPPLEMENT	15,000	15,000	0.00	7,882.72	8,017.56	7,117.28	47
330-3360 ADA STATE SUPPLEMENT	0	0	0.00	2,800.00	5,920.00	-2,800.00	*****
330-3364 CONSOLIDATED COURT COSTS	125,000	125,000	41,578.69	72,564.24	60,795.66	52,435.76	42
330-3369 AG CHILD SUPPORT REIMBURSEMENT	3,500	3,500	186.10	497.24	1,904.23	3,002.76	86
330-3380 AG COURT COST REIMBURSEMENT	133,000	133,000	10,600.92	38,819.18	47,592.60	94,180.82	71
330-3382 TOBACCO GRANT	0	0	0.00	-2,603.57	5,000.00	2,603.57	*****
330-3386 JUROR REIMB/STATE	0	0	0.00	0.00	0.00	0.00	*****
330-3980 REIMBURSEMENTS	113,467	113,467	0.00	-31,533.00		145,000.00	128
TOTAL STATE SHARED REVENUE	5,972,384	5,972,384	513,256.12	2,629,083.00	2,382,245.04	3,343,301.00	56

001 - GENERAL FUND - FEES OF OFFICE

340-3400 TREASURER	1,500	1,500	60.00	830.80	905.93	669.20	45
340-3401 COUNTY JUDGE/PROBATE	2,500	2,500	215.00	1,374.00	1,326.03	1,126.00	45
340-3402 COUNTY JUDGE	50	50	0.00	0.00	7.56	50.00	100
340-3403 COUNTY SHERIFF	110,000	110,000	8,486.54	62,816.78	56,142.94	47,183.22	43
340-3404 COUNTY ATTORNEY	34,000	34,000	2,101.64	18,693.24	15,869.26	15,306.76	45
340-3405 COUNTY CLERK	460,000	460,000	61,320.12	415,453.39	261,025.85	44,546.61	10
340-3406 TAX ASSESSOR/COLLECTOR FEES	386,000	386,000	33,196.23	215,445.37	221,210.51	170,554.63	44
340-3407 DISTRICT CLERK	138,000	138,000	13,914.39	88,134.25	76,952.10	49,865.75	36
340-3408 JUSTICE OF THE PEACE	15,000	15,000	1,837.80	11,306.54	9,030.68	3,693.46	25
340-3409 CONSTABLE	95,000	95,000	7,846.00	57,440.77	57,045.29	37,559.23	40
340-3411 TAX CERT/MOBILE HOME FEES	10,000	10,000	1,246.00	5,502.00	5,780.00	4,498.00	45
340-3421 JURY FEES	3,500	3,500	149.54	964.41	1,464.42	2,535.59	72

**TOM GREEN COUNTY
INVESTMENT HOLDINGS**
as of APRIL 30, 2006

MONTHLY ACTIVITY	
Book Value balance as of April 1, 2006	\$ 499,710.00
Investments Purchased (T-bills and short-term notes)	-0-
Investments Matured, Redeemed or Called (T-bills and short-term notes)	-0-
Book Value balance as of April 30, 2006	<u>\$ 499,710.00</u>

ALL SECURITIES HELD BY GENERAL FUND; FUND 001

SECURITY TYPE & YIELD	BOOK VALUE 07/11/05	MARKET VALUE 04/30/06	GAIN (LOSS) MARKET VALUE → BOOK VALUE	CHANGE IN MARKET VALUE APR → MAR	INTEREST RECEIVED as of APR06	FY06 INTEREST EARNED
3133XCCG6 fh1b; 3.810%	\$ 499,710.00	\$ 498,850.00	\$ (860.00)	\$ 350.00	\$ 8,802.08	\$ 4,583.33
TOTAL	<u>\$ 499,710.00</u>	<u>\$ 498,850.00</u>	<u>\$ (860.00)</u>	<u>\$ 350.00</u>	<u>\$ 8,802.08</u>	<u>\$ 4,583.33</u>

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM

11:51:31 09 MAY 2006

Statement of Revenues - Budget vs Actual vs Last Year

001 - GENERAL FUND

The Software Group, Inc.

For the Month of April and the 7 Months Ending April 30, 2006

Page 2

001 - GENERAL FUND - FEES OF OFFICE

Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year YTD Rev	Receivable	%Rm
340-3422 ELECTION REVENUE	1,800	1,800	408.62	1,783.72	460.57	16.28	1
340-3424 CRTC BLDG INSURANCE	3,000	3,000	0.00	3,402.30	1,701.15	-402.30	-13
340-3425 CRT REPORTER FEES/CNTY CLERK	13,500	13,500	720.00	9,390.00	8,125.00	4,110.00	30
340-3426 CRT REPORTER FEES/DIST CLERK	15,000	15,000	1,650.00	9,965.00	8,401.29	5,035.00	34
340-3427 CITY PRISONER REIMBURSEMENT	85,000	85,000	6,428.00	33,743.00	35,486.00	51,257.00	60
340-3430 COPIER REVENUE/LIBRARY	17,000	17,000	1,108.70	8,352.58	9,445.59	8,647.42	51
340-3434 IMMIGRATION REIMB/SHERIFF	4,000	4,000	0.00	1,470.00	1,642.76	2,530.00	63
340-3436 SHERIFF'S ARREST FEES	15,000	15,000	1,257.26	9,363.66	8,610.91	5,636.34	38
340-3437 ARREST WARRANTS	60,000	60,000	2,921.97	39,068.53	20,404.24	20,931.47	35
340-3438 PARKS	8,500	8,500	240.00	3,761.00	4,296.00	4,739.00	56
340-3440 ATTORNEY FEES	27,500	27,500	3,588.92	28,152.74	16,618.22	-652.74	-2
340-3443 ENVIRONMENTAL CONTROL INSPECTIO	35,000	35,000	4,150.00	20,900.00	16,215.00	14,100.00	40
340-3446 JUVENILE DETENTION CENTER	10,000	10,000	415.00	7,750.00	7,200.00	2,250.00	23
340-3448 JP COURT COSTS	25,000	25,000	1,820.50	14,059.33	13,417.66	10,940.67	44
340-3449 DWI VIDEO	3,500	3,500	276.71	2,484.39	2,106.63	1,015.61	29
340-3450 DEF ADJUCATION FEES	82,000	82,000	5,830.00	45,813.61	46,297.20	36,186.39	44
340-3451 JAIL PHONE CONTRACT	225,000	225,000	35,194.02	111,010.78	88,768.96	113,989.22	51
340-3467 FEDERAL PRISONER HOUSING CONTRA	625,000	625,000	28,098.00	228,774.00	351,330.00	396,226.00	63
TOTAL FEES OF OFFICE	2,511,350	2,511,350	224,480.96	1,457,206.19	1,347,287.75	1,054,143.81	42

001 - GENERAL FUND - FINES AND FORFEITURES

360-3601 FINES/DISTRICT COURTS	175,000	175,000	18,733.84	117,285.83	117,873.04	57,714.17	33
360-3602 CNTY FINE/JP COURTS	500,000	500,000	44,020.44	338,631.46	269,915.43	161,368.54	32
360-3603 CRT/AT/LAW	320,000	320,000	20,635.84	181,632.54	136,442.31	138,367.46	43
360-3605 BOND FORFEITURES	75,000	75,000	0.00	41,534.00	14,166.28	33,466.00	45
TOTAL FINES AND FORFEITURES	1,070,000	1,070,000	83,390.12	679,083.83	538,397.06	390,916.17	37

001 - GENERAL FUND - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	40,000	40,000	4,520.99	33,793.37	45,007.06	6,206.63	16
370-3704 INTEREST ON SECURITIES	75,000	75,000	0.00	17,933.20	0.00	57,066.80	76
370-3705 MBIA INTEREST	60,000	60,000	29,163.20	87,857.71	48,108.15	-27,857.71	-46
370-3706 FUNDS MANAGEMENT INTEREST	70,000	70,000	21,463.29	81,464.29	44,851.91	-11,464.29	-16
370-3709 CREDIT CARD SERVICE FEES	2,500	2,500	0.00	0.00	4,751.85	2,500.00	100
TOTAL INTEREST EARNINGS	247,500	247,500	55,147.48	221,048.57	142,718.97	26,451.43	11

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

380-3801 SALVAGE SALES	15,000	15,000	0.00	572.70	0.00	14,427.30	96
TOTAL SALES COMPENSATION/LOSS OF FIXED A	15,000	15,000	0.00	572.70	0.00	14,427.30	96

001 - GENERAL FUND - OTHER REVENUE								
Account.....	Orig Budget	Curr Budget	...Monthly Rev	.....YTD Rev	.Last Year	YTD Rev	Receivable	%Rm
390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	214.65	1.78	-214.65	*****	
390-3903 MISCELLANEOUS REVENUE	1,000	1,000	184.82	1,246.11	831.20	-246.11	-25	
390-3904 TJPC PROBATION FEES	3,500	3,500	5.00	1,607.50	1,812.50	1,892.50	54	
390-3907 DEFENSIVE DRIVING FEES	15,000	15,000	1,112.00	7,977.00	7,368.00	7,023.00	47	
390-3913 LAWSUIT PROCEEDS	0	0	0.00	0.00	0.00	0.00	*****	
390-3914 CIVIL SETTLEMENT PROCEEDS	2,220	2,220	185.00	1,110.00	1,295.00	1,110.00	50	
390-3916 FINGERPRINTING FEES	2,000	2,000	60.00	750.00	1,230.00	1,250.00	63	
390-3917 NON REGULAR INMATE TRANSPORT	0	0	100.00	500.00	1,100.00	-500.00	*****	
390-3918 PRISONER DAMAGE REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	*****	
390-3919 IHC REIMB/LOCAL	175,000	175,000	708.29	100,314.47	103,528.59	74,685.53	43	
390-3920 PRISONER MEDICAL REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	*****	
390-3922 PAYMENTS BY PROGRAM PARTICIPANT	0	0	0.00	1,793.00	1,098.00	-1,793.00	*****	
390-3925 RESTITUTION REVENUE	5,000	5,000	0.00	0.00	31.07	5,000.00	100	
390-3927 IHC STATE REIMBURSEMENT	45,000	45,000	0.00	0.00	0.00	45,000.00	100	
390-3960 CHILD SAFETY	175	175	54.37	326.74	46.80	-151.74	-87	
390-3961 SUBSTANCE ABUSE FISCAL SERVICE	384	384	0.00	0.00	171.00	384.00	100	
390-3962 CCP FISCAL SERVICE FEE	1,677	1,677	0.00	0.00	772.00	1,677.00	100	
390-3963 CRTC FISCAL SERVICE FEE	15,000	15,000	0.00	0.00	4,380.50	15,000.00	100	
390-3965 REFUNDS	0	0	0.00	1,707.65	0.00	-1,707.65	*****	
390-3967 DRUG COURT FISCAL SERVICE FEE	503	503	0.00	0.00	224.00	503.00	100	
390-3970 SHOP FISCAL SERVICE FEE (SPECIA	535	535	0.00	0.00	231.00	535.00	100	
390-3973 SALE OF LAND	0	0	0.00	0.00	5,466.00	0.00	*****	
390-3975 COURTHOUSE SECURITY BAILIFF REI	75,000	75,000	0.00	0.00	0.00	75,000.00	100	
390-3978 PROPERTY LEASES	1,000	1,000	307.50	605.00	527.00	395.00	40	
390-3980 TRANSFER IN/OUT	0	200,000	0.00	-200,000.00	0.00	400,000.00	200	
390-3984 REIMB/RECORDS ARCHIVE	0	0	0.00	0.00	0.00	0.00	*****	
390-3985 REIMB/JAIL COMMISSARY	48,100	48,100	0.00	12,768.04	12,660.52	35,331.96	73	
390-3986 REIMB/R & B SHOP EMPLOYEES	180,784	180,784	11,472.76	88,743.78	98,034.67	92,040.22	51	
390-3987 REIMB RECORDS MGMT/CO CLK	70,000	70,000	0.00	0.00	5,455.00	70,000.00	100	
390-3988 JAIL REIMB/ARAMARK	70,000	70,000	17,053.50	31,324.20	2,898.30	38,675.80	55	
390-3989 REIMBURMENT RECORDS MGMT	5,455	5,455	0.00	0.00	0.00	5,455.00	100	
TOTAL OTHER REVENUE	717,333	917,333	31,243.24	50,988.14	249,162.93	866,344.86	94	
TOTAL GENERAL FUND	24,654,621	24,854,621	1,144,509.83	18,542,033.38	17,077,340.25	6,312,587.62	25	

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM

11:51:40 09 MAY 2006

Statement of Revenues - Budget vs Actual vs Last Year

005 - ROAD & BRIDGE PRECINCT 1 & 3

The Software Group, Inc.

For the Month of April and the 7 Months Ending April 30, 2006

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005 - ROAD & BRIDGE PRECINCT 1 & 3 - GENERAL PROPERTY TAXES

Account.....	Orig Budget	Curr Budget	...Monthly Rev	YTD Rev	.Last Year YTD	Rev Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	1.21	10.26	10.72	89.74	90
310-3191 PENALTY & INTEREST	100	100	2.35	22.30	23.28	77.70	78
TOTAL GENERAL PROPERTY TAXES	200	200	3.56	32.56	34.00	167.44	84

005 - ROAD & BRIDGE PRECINCT 1 & 3 - STATE SHARED REVENUE

330-3312 CRB FUND DISTRIBUTION	470,000	470,000	37,072.24	485,473.16	499,730.01	-15,473.16	-3
TOTAL STATE SHARED REVENUE	470,000	470,000	37,072.24	485,473.16	499,730.01	-15,473.16	-3

005 - ROAD & BRIDGE PRECINCT 1 & 3 - FEES OF OFFICE

340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	39,614.80	249,556.40	257,952.10	200,443.60	45
TOTAL FEES OF OFFICE	450,000	450,000	39,614.80	249,556.40	257,952.10	200,443.60	45

005 - ROAD & BRIDGE PRECINCT 1 & 3 - INTEREST EARNINGS

370-3701 DEPOSITORY INTEREST	2,900	2,900	500.56	1,221.18	4,054.03	1,678.82	58
370-3705 MBIA INTEREST	3,100	3,100	1,863.55	7,638.23	3,803.14	-4,538.23	-146
TOTAL INTEREST EARNINGS	6,000	6,000	2,364.11	8,859.41	7,857.17	-2,859.41	-48

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

380-3801 SALVAGE SALES	0	0	0.00	0.00	0.00	0.00	*****
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	119.00	5,431.13	864.00	4,568.87	46
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	119.00	5,431.13	864.00	4,568.87	46

005 - ROAD & BRIDGE PRECINCT 1 & 3 - OTHER REVENUE

390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.00	0.00	*****
390-3903 MISCELLANEOUS REVENUE	0	0	0.00	0.00	0.00	0.00	*****
390-3911 DONATIONS	0	0	0.00	0.00	19,820.00	0.00	*****
TOTAL OTHER REVENUE	0	0	0.00	0.00	19,820.00	0.00	*****

TOTAL ROAD & BRIDGE PRECINCT 1 & 3	936,200	936,200	79,173.71	749,352.66	786,257.28	186,847.34	20
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006 - ROAD & BRIDGE PRECINCT 2 & 4 - GENERAL PROPERTY TAXES							
Account.....	Orig Budget	Curr Budget	...Monthly RevYTD Rev	.Last Year YTD Rev	Receivable	%Rm
310-3102 DELINQUENT TAXES	100	100	1.22	10.30	10.73	89.70	90
310-3191 PENALTY & INTEREST	100	100	2.36	22.32	23.30	77.68	78
TOTAL GENERAL PROPERTY TAXES	200	200	3.58	32.62	34.03	167.38	84
006 - ROAD & BRIDGE PRECINCT 2 & 4 - STATE SHARED REVENUE							
330-3312 CRB FUND DISTRIBUTION	470,000	470,000	37,072.24	485,473.18	499,729.99	-15,473.18	-3
TOTAL STATE SHARED REVENUE	470,000	470,000	37,072.24	485,473.18	499,729.99	-15,473.18	-3
006 - ROAD & BRIDGE PRECINCT 2 & 4 - FEES OF OFFICE							
340-3410 ADD'L FEES ROAD & BRIDGE	450,000	450,000	39,614.80	249,556.40	257,952.10	200,443.60	45
TOTAL FEES OF OFFICE	450,000	450,000	39,614.80	249,556.40	257,952.10	200,443.60	45
006 - ROAD & BRIDGE PRECINCT 2 & 4 - INTEREST EARNINGS							
370-3701 INTEREST REVENUE	4,000	4,000	467.88	1,180.99	1,485.74	2,819.01	70
370-3705 MBIA INTEREST	6,000	6,000	2,018.03	8,335.22	3,614.70	-2,335.22	-39
TOTAL INTEREST EARNINGS	10,000	10,000	2,485.91	9,516.21	5,100.44	483.79	5
006 - ROAD & BRIDGE PRECINCT 2 & 4 - SALES COMPENSATION/LOSS OF FIXED ASSETS							
380-3801 SALVAGE SALES	0	0	0.00	0.00	0.00	0.00	*****
380-3802 TX DEPT TRANS/TRUCK WEIGHT FEE	10,000	10,000	119.00	6,902.14	151.50	3,097.86	31
TOTAL SALES COMPENSATION/LOSS OF FIXED A	10,000	10,000	119.00	6,902.14	151.50	3,097.86	31
006 - ROAD & BRIDGE PRECINCT 2 & 4 - OTHER REVENUE							
390-3902 ACCOUNTS PAYABLE DISCOUNTS	0	0	0.00	0.00	0.00	0.00	*****
390-3911 DONATIONS	0	0	0.00	0.00	0.00	0.00	*****
TOTAL OTHER REVENUE	0	0	0.00	0.00	0.00	0.00	*****
TOTAL ROAD & BRIDGE PRECINCT 2 & 4	940,200	940,200	79,295.53	751,480.55	762,968.06	188,719.45	20
TOTAL FOR REPORTED FUNDS	1,876,400	1,876,400	158,469.24	1,500,833.21	1,549,225.34	375,566.79	20

Tom Green Auditor

BUDGETARY ACCOUNTING SYSTEM

11:51:22 09 MAY 2006

Statement of Revenues - Budget vs Actual vs Last Year

600 - REIMB FOR MANDATED FUNDING

The Software Group, Inc.

For the Month of April and the 7 Months Ending April 30, 2006

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600 - REIMB FOR MANDATED FUNDING - FEDERAL/OJP

Account.....	Orig Budget	Curr Budget	...Monthly RevYTD Rev	.Last Year YTD Rev	Receivable	%Rm
333-3370 STATE ALIEN ASSISTANCE PROGRAM	10,000	10,000	0.00	0.00		10,000.00	100
TOTAL FEDERAL/OJP	10,000	10,000	0.00	0.00	0.00	10,000.00	100

600 - REIMB FOR MANDATED FUNDING - FEDERAL/DOT

334-3330 SAFE & SOBER STEP PROGRAM	40,000	40,000	0.00	12,143.21		27,856.79	70
TOTAL FEDERAL/DOT	40,000	40,000	0.00	12,143.21	0.00	27,856.79	70

600 - REIMB FOR MANDATED FUNDING - FEDERAL/DEPT OF HUMAN SVCS

335-3322 NAT'L SCHOOL BREAKFAST/LUNCH PR	15,000	15,000	0.00	5,878.18		9,121.82	61
TOTAL FEDERAL/DEPT OF HUMAN SVCS	15,000	15,000	0.00	5,878.18	0.00	9,121.82	61

600 - REIMB FOR MANDATED FUNDING - STATE/CJD

342-3988 JAIL REIMB/ARAMARK	0	0	0.00	0.00		0.00	*****
TOTAL STATE/CJD	0	0	0.00	0.00	0.00	0.00	*****

600 - REIMB FOR MANDATED FUNDING - STATE/HEALTH & HUMAN SVCS

345-3366 TOBACCO SETTLEMENT	16,000	16,000	0.00	0.00		16,000.00	100
TOTAL STATE/HEALTH & HUMAN SVCS	16,000	16,000	0.00	0.00	0.00	16,000.00	100

600 - REIMB FOR MANDATED FUNDING - STATE/COMPTROLLER OF PUBLIC ACCTS

346-3360 ADA STATE SUPPLEMENT	8,000	8,000	3,040.00	5,980.00		2,020.00	25
TOTAL STATE/COMPTROLLER OF PUBLIC ACCTS	8,000	8,000	3,040.00	5,980.00	0.00	2,020.00	25

600 - REIMB FOR MANDATED FUNDING - STATE/OFFICE OF COURT ADMIN

347-3381 SENATE BILL 7 REVENUE	56,000	56,000	14,884.00	29,768.00		26,232.00	47
TOTAL STATE/OFFICE OF COURT ADMIN	56,000	56,000	14,884.00	29,768.00	0.00	26,232.00	47

600 - REIMB FOR MANDATED FUNDING - OTHER REVENUE

390-3980 TRANSFER IN/OUT	-145,000	-145,000	0.00	0.00		-145,000.00	100
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600 - REIMB FOR MANDATED FUNDING - OTHER REVENUE								
Account.....	Orig Budget	Curr Budget	...Monthly RevYTD Rev	.Last Year	YTD Rev	Receivable	%Rm
TOTAL OTHER REVENUE	-145,000	-145,000	0.00	0.00	0.00	-145,000.00	100	
TOTAL REIMB FOR MANDATED FUNDING	0	0	17,924.00	53,769.39	0.00	-53,769.39	*****	