

Tom Green County Commissioners' Court June 20th, 2006

The Commissioners' Court of Tom Green County, Texas, met in Regular Session June 20th, 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 Karl Bookter 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. Passed on the approval of the Minutes of the Regular Meetings from June 13th, 2006.

B. Approved the Minutes of Accounts Allowable (Bills) from June 14th – 20th, 2006 in the amount of \$ 1,203,284.76. (Recorded with these Minutes.)

Approved the Purchase Orders from June 12th - 16th, 2006 in the amount of \$99,360.82

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>GRD/STEP</u>	<u>SALARY</u>	<u>SUM ALL</u>
Amonette, Byron C.	Jail	New Hire	6-09-06	N/A	\$1084.00 S/M	
Farris, Sharon E.	Jail	New Hire	6-09-06	N/A	\$1084.00 S/M	
Sessom, Rebecca	Vehicle Registration	New Hire	6-12-06	N/A	\$695.39 S/M	
Simpson, Linda B.	Jail	New Hire	6-13-06	12/1	\$766.67 S/M	

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRD/STEP</u>	<u>SALARY</u>	<u>SUM ALL</u>
Ward, Jaylon M.	Jail	Resignation	6-18-06	16/1	\$931.89 S/M	
Stevens, Trey M.	Jail	Resignation	6-16-06	N/A	\$1165.68 S/M	
Faz, Thomas	CSCD	New Hire	6-02-06	N/A	\$792.42 S/M	
Amonette, Byron C.	Jail	Resignation	6-09-06	N/A	\$1084.00 S/M	
Thomas, Debra	CSCD	New Hire	6-02-06	N/A	\$792.42 S/M	
Luna, Elsa F.	CSCD	Dismissal	6-08-06	N/A	\$1228.98 S/M	
Davis, Carla J.	CSCD	Dismissal	6-09-06	N/A	\$1129.79 S/M	
Williams, Lora J.	CSCD	Resignation	6-16-06	N/A	\$1298.19 S/M	
Elkins, Marcus B.	CSCD	Salary Increase	6-01-06	N/A	\$1629.58 S/M	

Faz, Jerry	CSCD	Salary Increase	6-01-06	N/A	\$1642.08 S/M
Flanary, Shelley B.	CSCD	Salary Increase	6-01-06	N/A	\$1629.58 S/M
Medrano, Tina R.	CSCD	Salary Increase	6-01-06	N/A	\$1678.63 S/M
Sanchez, Teresa D.	CSCD	Salary Increase	6-01-06	N/A	\$1786.13 S/M

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

- D.** Moved to the regular action items of the agenda.
- E.** Accepted the Annual Road Reports by each Precinct Commissioners pursuant to Transportation Code, Section 251.005, as a matter of record. (Recorded with these Minutes.)

The motion passed 5-0.

4D. Commissioner Hoelscher moved to reimburse Veribest ISD in the amount of \$3,672.12 for legal fees associated with the recent School Board recount, but future contracts will include an indemnity clause or equipment rental contracts will be created to allow the individual school districts to conduct their own elections. (Cost association recorded with these minutes.)

- 4. Judge Brown moved to approve a Budget Modification request for the Attorney General's Grant # 06-02720 which will eliminate the Assistant Program Director's position and move the balance of the fund to a new line item for fuel as presented. Commissioner Floyd seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)
- 5. Commissioner Easingwood moved to approve a Service Level Agreement for E-Filing with BearingPoint.hub for Texas On-line and authorize the County Judge to sign all necessary paper work. Commissioner Floyd seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)
- 6. Commissioner Easingwood moved to set a convenience fee of \$2.00, as per Texas Government Code 2054.111 (e), for E-Filing documents as certified by the County's Chief Financial Officer. Judge Brown seconded the motion.**
- 7. Judge Brown moved to accept the Texas VINE Annual Maintenance Contract with the Office of the Attorney General for the State's Fiscal Year 2007 as presented. Commissioner Easingwood seconded the motion. The motion passed 4-0 (Commissioner Floyd was absent for the vote).** (Recorded with these minutes.)
- 8. There was no action needed regarding the Retirees Insurance Procedure.** The Court stated that the rules as established in the December 22nd, 1999 meeting (Item #11) is self-explanatory and needs no further action.
- 9. Judge Brown recessed the Regular Meeting at 9:34 AM.**

10. Judge Brown convened a Public Hearing at 9:34 AM for the discussion and public input regarding the abandonment of 486.1 feet of an unmaintained alleyway being 1.25 acres in Tract 7&8 and .12 acres in Tract 9 of the J. Eldridge Survey, Abstract 0173s – 0073.
11. There was no public input.
12. Judge Brown adjourned the Public Hearing at 9:35 AM.
13. Judge Brown reconvened the Regular Meeting at 9:35 AM.
14. **Commissioner Easingwood moved to abandon 486.1 feet of an unmaintained alleyway being 1.25 acres in Tract 7&8 and .12 acres in Tract 9 of the J. Eldridge Survey, Abstract 0173s – 0073 contingent upon verification that this is not part of the Christoval Community dedicated alleyway in the survey and upon verification of any existing utility easements. Commissioner Bookter seconded the motion. The motion passed 5-0.**
15. There were no Committee Reports for the Library/former Hemphill Wells Building.
 17. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.
 18. There were no line item transfers.
 19. The following Future Agenda Items were discussed:
 1. Budget Workshop/Meetings continue June 21, 2006.
 2. Consider the Adoption of a Public Nuisance Abatement
 3. Consider Roy K. Robb meal contract.
 17. **Announcements:**
 1. Next Regular Commissioners' Court Meeting will be June 13th, 2006.
 2. United Way's Day of Caring (July) projects requested.

21. County Judge Mike Brown adjourned the meeting at 9:46 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 June 20th, 2006.

I hereby set my hand and seal to this record June 20th, 2006.

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

11B

Treasurers' Report on Bills during the Period of

June 14, 2006 TO June 20, 2006

Hand delivered Date: 06/16/06 Time: 3:30 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

\$678,270.75 All Bank Accounts- Refer to Last Page

\$525,014.01 Payroll-Employee Paychecks 15-Jun-06

Payroll-Employee or Election Paychecks

Jury Checks

Voids-Month of

Miscellaneous

\$1,203,284.76 Grand Total

Submitted by Dianna Spieker Dianna Spieker, County Treasurer

Prepared by Gloria Maty, Deputy Treasurer

Approved in Commissioner's Court on June 20, 2006

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Booker

Karl Booker, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood, Jr.

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

COUNTY OF TOM GREEN §
PRECINCT NUMBER: 1 §
 §

Pursuant to Section 251.005, Transportation Code

ANNUAL ROAD REPORT

Tom Green County Precinct 1 contains: 90 County Maintained Roads.
 107.977 miles are Bitumin (Paved) Roads.
 29.985 miles are All Weather (Caliche) Roads.
For a total of 137.962 Miles of County Maintained Road in Pct 1.

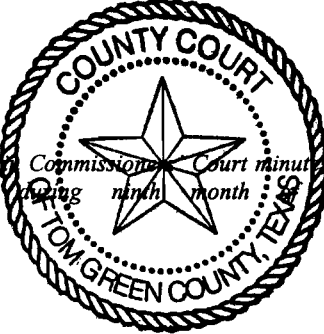
- 1. Each road and culvert, in Precinct 1 is in: GOOD condition
 Each bridge is in fair to good condition.
- 2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$436,933
- 3. Number of traffic control devices in the precinct defaced or torn down: NONE
- 4. Any new road that should be opened in the precinct: NONE
- 5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: NONE

NO ROAD WORK CONTRACTS WERE LET IN PRECENT 2 DURING THE LAST 365 DAYS. ALL ROAD WORK WAS PREFORMED BY COUNTY ROAD CREW.

Submitted by the undersigned on this 20 day of June, 2006

Ralph E. Hoelscher
Ralph E. Hoelscher
County Commissioner, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 20 day of June, 2006.

 Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County

[File in Commission Court minutes and submit to grand jury with a copy of any road work contracts for past year ending ninth month of county fiscal year - Section 251.005, Transportation Code]

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2602	ABERNATHY ROAD	1 FM 388	DEAD END		1.100		20'	
AA 2140	ALMA JO ROAD	1 HARRIETT	HARRIETT RD		0.619		20'	
AA 2111	ARRINGTON ROAD	1 FM 1692	MULLINS CROSSING RD		5.090		20'	1/19/06 sealed 3' sholder arr. & 4th & 1/31/06 SEAL 5.0 MI
AA 2619	BINGHAM , Mereta	1 BROADWAY RD	FM 1692		0.147		20'	
AA 2013	BITNER ROAD	1 FM 380	DEAD END		0.808		20'	6-23-05 SEAL .8
AA 2601	BLACKWOOD ROAD	1 FM 388	ROACKWOOD		0.900		20'	6-9-05 SEAL .9
AA 1310	BLEDSON ROAD	1 4TH RD	PAVED	1.479			18'	
AA 1310	BLEDSON ROAD	1 CALICHE	FM 1692		0.500		20'	
AA 1310	BLEDSON ROAD	1 FM 1692	Concho Co.		1.661		20'	
AA 2124	BOOK ROAD	1 FM 1692	NORTHCROSS RD	0.500	0.517		18'	.4 NEW PAVING 5-5-05 (1692 TO E BOOK)
AA 2121	BRANDON LANE	1 FM1692	DEAD END		0.364		20'	
AA 2620	BROADWAY STREET, Mereta	1 BLEDSON RD	FM 1692		0.516		20'	
AA 2110	BROOME ROAD	1 FM 1692	ARRINGTON RD	0.184			20'	
AA 5089	CEDARWOOD ROAD	1 ABERNATHY	CULDESAC		0.500		30'	6-6-05 SEAL .5
AA 2614	CHANDLER ROAD	1 DEAD END	DOUGLAS LOOP		1.097		20'	8/4/1997
AA 2142	CHURCHWELL ROAD	1 FM 380	PVT RD		0.399		12'	
AA 2141	CITY FARM ROAD	1 US 67 N	FM 380		6.256		20'	
AA 2119	DAIRY ROAD	1 RAY RD	PVT RD	1.012			18'	

VOL. 84 PG. 597

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2608	DALE LANE, HARRIETT	1	RAINEY RD	REBECCA TR	0.248		20'	
AA 2616	DAY ROAD	1	McMILLAN RD	PVT RD	0.426		20'	
AA 2622	DELAGARZA, MERETA	1	Grand Avenue	BLED SOE RD	0.147		20'	1/12/1998
AA 2108	DOUGLAS LOOP	1	US 67 N	US 67 N	5.300		20'	4/8/99 -PART
AA 2136	DUCKWORTH ROAD	1	US 67 N	DEAD END	1.434		20'	
AA 2102	DUSTIN LANE	1	HOFFMAN RD	ROBERT	0.452		20'	
AA1635	EAST BOOK ROAD	1	BOOK ROAD	RUNNELS Co. LINE	0.250		18'	
AA 5036	FIFTH ROAD, Meretta	1	FM380	FM388	2.000		18'	
AA 2011	FIRST ROAD, Veribest	1	FM 388	VERIBEST RD	3.007		20'	
AA 1216	FOURTH ROAD, Meretta	1	ARRINGTON RD	FM 388 in Pct.1	2.373	2.600	20'	3/8/06 PAVED & SEALED .6
AA 2122	FUCHS ROAD	1	FM 1692	SURFACE	1.433		20'	
AA 2122	FUCHS ROAD	1	SURFACE	N. CROSS RD	0.705		20'	
	GEORGE LANE	1	SOCHA LOOP	DEADEND	0.025			
AA 2621	GRAND AVENUE, Mereta	1	FM 1692	BROADWAY RD	0.499		20'	
AA 2139	HARRIETT ROAD	1	US 67 N	FM 1692	2.731		24'	
AA 2117	HAVLAK ROAD	1	FM 1929	locked gate	0.883		20'	
AA 2129	HEINZE ROAD	1	RUNNELS CO.	KLATTENHOFF	2.044		20'	5/9/2000

VOL. 84 PG. 598

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2113	HELWIG ROAD	1 FM 1692	FM 380		4.800		20'	
AA 2805	HILLVIEW CIRCLE	1 SYKES CR	DEAD END		0.134		20'	
AA 2101	HOFFMAN ROAD	1 RAINEY RD	DUSTIN LN		0.534		20'	
AA 2003	HOHMANN ROAD	1 FM 388	FM 380		1.625		20'	
AA 2143	HOLIMAN LANE	1 FM 380	PVT RD		0.591		12'	
AA 2127	HOLLAND ROAD	1 TENNYSON RD	KLATTENHOFF	1.036			18'	
AA2600	HOMESTEAD CIRCLE	1 FM388	LOOP 306		0.600		20'	
AA 5090	HOOPER LANE	1 RUMSEY LOOP	CULDESAC	0.641			20'	
AA 2120	HUDSON ROAD	1 RR	FUCH	2.272			18'	
AA 2120	HUDSON ROAD	1 US 67	RR		0.288		18'	
AA 2123	KEISLING ROAD	1 FUCHS	FM 1692		1.015		20'	
AA 2114	KELLERMEIER ROAD	1 HELWIG	FM 1692		0.248		20'	
AA 2114	KELLERMEIER ROAD	1 HELWIG	FM 1692	0.780				
AA 2128	KLATTENHOFF ROAD	1 FM 1692	TENNYSON RD		6.055		20'	10/5/05 SEAL 2.3
AA 2137	KRISTINA ROAD	1 DUCKWORTH	DEAD END		0.439		20'	
AA 2128	LEE ROAD	1 KLATTENHOFF	HEINZE	2.007			18'	
AA 1627	LIPAN CREEK (CENTER LINE DIVIDES PCT 1 & 2)	1 & 2 FM 1692	END OF PAVING	0.679			20'P/18'C	

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1627	LIPAN CREEK (CENTER LINE DIVIDES PCT 1 & 2)	1 & 2 PAVED	Concho Co.		1.030		24' Cal	20' Sep-85
AA 2806	LOG CABIN TRAIL	1	CULDESAC (IN ALGERITA AREA)	CULDESAC	0.403		20'	
	M and M AVENUE, Mereta	1	BINHAM RD	GRAND AVE.	0.074		15'	
AA 2108	McMILLIAN ROAD	1	MULLINS CROSSING RD	FM 1692	2.104		20'	10/21/1997
AA 2612	McCREA ROAD	1	CHANDLER RD	PVT RD/DEAD END	0.372		20'	8/4/1997
AA 5084	MESQUITEWOOD DR.	1	RIVERWOOD DR	Abernathy	0.600		20'	
AA 2134	MIELKE WAY	1	TENNYSON RD	PVT RD	0.654		18'	
AA 2618	MULLINS CEMETARY ROAD	1	ARRINGTON RD	PVT RD	0.774		12'	8-1-05 SEAL .8 & 4-11-06 SEAL .8
AA 2016	MULLINS CROSSING ROAD	1	FM 380	Runnels Co.	8.383		20'	7-14-05 SEAL 1.8
AA 2109	MY ROAD	1	FM 1692	DEAD END	0.725		20'	2/21/1996
AA 2015	NEIMANN ROAD	1	FM 388	FM 380	1.990		18'	
AA 2125	NORTHCROSS ROAD	1	FM 1692	HWY 67	2.832		20'	2004; 5/3/05 PAVED 1.5 & 2.8 MI SEALED 5/10/05
AA 2200	OLD BALLINGER HIGHWAY	1	S. A. City Limits	US 67 N.	2.626		24'	
AA 2131	ORIENT PASS RD	1	ORIENT RD	SIERRA TR	0.678		20'	
AA 2130	ORIENT ROAD	1	TENNYSON RD	US 277 N	3.016		20'	
AA 1309	PHINNEY ROAD	1	LIPAN CREEK RD	BLED SOE RD	1.000		20'	
AA 2100	RAINEY ROAD, HARRIETT	1	US 67 North	CATTLE GUARD	0.581		20'	
AA 5026	RAY ROAD	1	FM 1929	CONCHO CO. LINE on CR 1884	0.335	1.100	20'	5/1/06 SEAL 1.1

VOL. 84 PG. 600

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2810	REBECCA TRAIL	1 DALE LN	ROBERT		0.190		20'	
AA 5086	RIVERWOOD DRIVE	1 FM 388	CULDESAC		1.300		30'	6-6-05 SEAL 1.3
AA2617	ROAD 'G'	1 MULLINS CROSSING ROAD	GATE OPENING	0.600				
AA 2103	ROBERT DRIVE	1 DUSTIN LN	REBECCA TR		0.286		20'	
AA 5087	ROCKWOOD ROAD	1 BLACKWOOD	RIVERWOOD		0.800		30'	6-9-05 SEAL .8
AA 2135	RUMSEY LOOP	1 TENNYSON RD	FM 1692		1.534		20'	
AA 2803	SAGE BRUSH CIRCLE	1 SYKES CR (ALGERITA ACRES)	CULDESAC		0.070		20'	
AA 2604	SAGE HEN CIRCLE	1 SYKES CR (ALGERITA ACRES)	CULDESAC		0.071		20'	
AA 2138	SAMANTHA ROAD	1 DUCKWORTH	DEAD END		0.246		20'	
AA 2116	SCHNEIDER ROAD	1 FM 1929	PVT RD	1.763			20'	
AA 2132	SIERRA TRAIL	1 US 277	PVT RD		1.664		20'	Part in 1997
AA 2107	SMITH ROAD	1 DOUGLAS LOOP	MULLINS CROSSING RD		0.935		18'	5/18/2006 PAVED AND SEALED ALL OF RD
AA 2608	SOCHA LOOP	1 CITY FARM RD	SURFACE	1.528				
AA 2608	SOCHA LOOP	1 SURFACE	CITY FARM RD		0.089		20'	
AA 2613	STEADMAN ROAD	1 CHANDLER RD	DEAD END/PVT RD		0.127		20'	8/4/1997
AA 2112	SWITZER ROAD	1 ARRINGTON	ARRINGTON RD	2.439			20'	
AA 2607	SYKES CIRCLE	1 HOHMANN RD	HOHMANN RD		0.839		20'	

VOL. 84 PG. 601

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2133	TENNYSON ROAD	1	COKE CO LINE	FM 1692	0.600		20'	
AA 1215	THIRD ROAD, Veribest	1	FM 388	ARRINGTON RD			20'	7-21-05 SEAL 2.8 [8/11/2001 PAV]
AA 2104	THOMPSON ROAD	1	HWY 76 N ACROSS AT&S RR	DEAD END	0.527		20'	2/18/1999
AA 2611	TUCKER ROAD	1	KLATTENHOFF	PVT RD	0.594		18'	
AA 5023	ULMER ROAD	1	DOUGLAS LOOP	MAINT ENDS	0.663		20'	
AA 2014	VERIBEST PARK ROAD	1	VERIBEST RD	VERIBEST PARK	2.700		20'	6-23-05 SEAL .4
AA 2012	VERIBEST ROAD	1	MULLINS CROSSING RD	FM 380	3.530		20'	
	WARD RD	1	HELWIG	WHERE PAVING ENDS	0.025	APPROX		
AA 1634	WEISS ROAD	1	FM 1929	Runnels Co.	1.023			
AA 2615	WRIGHT ROAD	1	McMILLAN RD	END PVT DR	0.470		20'	
				29.985	107.977	0.000		137.962

# ROADS PER PCT.		ALL WEA.	BIT.	NAT.	TOTAL PER PCT
90	PCT. 1	29.985	107.977	0.000	137.962
212	PCT 3	25.181	182.402	0.000	207.583
302	TOTAL	55.166	290.379	0.000	1/3 TOTAL 345.545
87	PCT. 2	52.458	158.115	4.867	215.440
66	PCT. 4	0.455	80.676	0.000	81.131
153	TOTAL	52.913	238.791	4.867	2/4 TOTAL 296.571
		108.079	529.170	4.867	642.116

TGC ROADS = 455 642.116 TOTAL MILES OF COUNTY ROAD

VOL. 84 PG. 602

COUNTY OF TOM GREEN §
PRECINCT NUMBER: 2 §

Pursuant to Section 251.005, Transportation Code

ANNUAL ROAD REPORT

Tom Green County Precinct 2 contains: **87 County Maintained Roads:**

158.115 miles are Bitumen (Paved) Roads.

52.458 miles are All Weather (Caliche) Roads.

4.867 miles are Natural (Dirt) Road

For a total of 215.440 Miles of County Maintained Road in Pct 2.

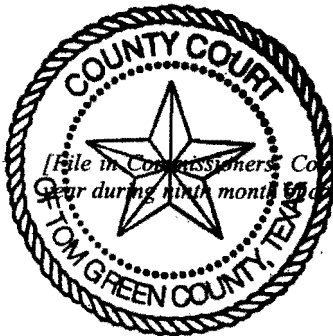
1. Each road, culvert, and bridge in Precinct 2 is in: GOOD condition
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$959,646
3. Number of traffic control devices in the precinct defaced or torn down: NONE
4. Any new road that should be opened in the precinct: NONE
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: NO

NO ROAD WORK CONTRACTS WERE LET IN PRECENT 2 DURING THE LAST 365 DAYS. ALL ROAD WORK WAS PREFORMED BY COUNTY ROAD CREW.

Submitted by the undersigned on this 20 day of June, 2006

Karl Bookter
Karl W. Bookter
County Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 20 day of June, 2006



Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County

[File in Commissioners' Court minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year - Section 251.005, Transportation Code]

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
	ABBOTT LANE	2	U S HWY 277	US HWY 87 S Frontage Rd		0.330		
AA 1214	ALLEN LOOP	2	YORK RD	U. .S. 87	2.957		24'	
AA 2004	AMES ROAD	2	OLSAK RD	HAWK RD	2.028		24'	
	BAKER COURT	2	BAKER DR.	900' DEAD END	0.170		20'	Jul-95
AA 5060	BAKER DRIVE	2	CULDESAC	FM388	0.471		20'	
	BARRON RD	2	SUSAN PEAK	GATE - DEAD END	1.000		12'	May-02
AA 2006	BEAN ROAD	2	FM 765	US 87	3.364		20'	
AA 1206	BENCHMARK LANE	2	DEAD END	US 87	1.132		24'	
AA 1708	BLUMENTRITT ROAD	2	S. A. City Limits	NATL SURFACE	2.406		20'	Mar-94
AA 1708	BLUMENTRITT ROAD	2	DEBUS RD	WILDE RD		1.007	24'	
AA 1304	BRENEK ROAD	2	LEE RD	POWELL LN	1.208		24'	
AA 1705	BRODNAX LANE	2	gate	US 87	0.253		20'	
AA 5085	CALLISON ROAD	2	COUNTRY CLUB RD	BRIDGE	0.346		20'	Aug-94
AA 5061	CENTER STREET	2	FM 388	S. A. City Limits	0.529		20'	
AA 1614	CHALIMAR ROAD (private road 44/381)	2	SPILLWAY RD	S. A. City Limits	0.243		20'	
AA 1300	COOR ROAD	2	US 87	Concho Co.	1.965		24'	
AA 5017	COTTONSEED ROAD	2	FM 1223	DEBUS RD		1.013	26'	

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1624	COUNTRY CLUB ROAD	2	GRAND CANAL&COUNTRY CLUE S. A. City Limits		2.078		24'	
	COUNTY CLUB ESTATES CIRCLE	2	RATLIFF RD RATLIFF RD		0.500		20'	Jul-86
AA 1212	CROOK ROAD	2	HOLIK RD US 87 S		5.273		20'	
AA 1203	DEBUS ROAD	2	FM765 FM388	1.606			24'	
AA 1203	DEBUS ROAD	2	NORTH OFF US 87S FM765		3.053		20'	
AA 1203	DEBUS ROAD	2	SOUTH OF US 87S FM 1223		1.200		20.5'	Jul-98
AA 5040	DECOTY DRIVE	2	FM388 JOINER DR		0.341		30'	
AA 1100	DOOR KEY ROAD	2	Rd End US 277	14.438			24'	
AA 2019	ENGLERT ROAD	2	WHITFIELD RD PAVED		3.378		24'	PAVED FY06
AA 2019	ENGLERT ROAD	2	CALICHE POWELL AVE		0.591		20'	
AA 1706	FAIRVIEW ROAD	2	GAS PLANT RD LOOP378		0.515		20'	Sep-85
AA 1701	FAIRVIEW SCHOOL ROAD	2	SCHWARTZ RD FAIRVIEW SCHOOL RD		2.115		20'	Sep-95
AA 1703	FAIRVIEW SCHOOL ROAD	2	GAS PLANT RD US Loop 306		3.257		20'	Sep-85
AA 5036	FIFTH ROAD, Wall	2	FM388 FM765	3.330			24'	
AA 2011	FIRST]ROAD, Wall	2	FM 765 FM 388	2.100			24'	
AA 2624	FIVEASH ROAD	2	PHINNEY RD CONCHO CO.	1.186			24'	
AA 1810	FORT MCAVITT ROAD	2	Concho C0. PAVED		8.494		24'	'04-6.494 mi; 2 mi Aug, 2004; 3/86 - 3 miles

VOL. 84 PG. 605

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1810	FORT MCAVITT ROAD	2 CALICHE	US 87		5.748		22'	3/1/1998 3 mi
AA 1218	FOURTH ROAD, South of Meretta	2 FM388	GESCH RD	2.000			24'	
AA 1701	GAS PLANT RD	2 SHAHAN RD	FAIRVIEW SCHOOL RD		0.381		20'	Jul-97
AA 1308	GESCH ROAD	2 FM 765	fm 1692	3.165			24'	
AA 1308	GESCH ROAD	2 PHINNEY RD	FM 1692		1.043		20'	Mar-89
AA 1308	GESCH ROAD	2 PAVED-PHINNEY ROAD	Concho Co.	0.677			24'	
AA 5035	GRAY RD	2 FM 765	GESCH RD		1.033		24'	PAVED FY06
AA 1209	GREEN ROAD	2 DEAD END	WALLING PECAN RD	0.650	1.000		24'	paved 2005
AA 1811	HAWK AVENUE	2 FM 388	HOLIK RD		10.216		20'	
AA 2010	HOELSCHER ROAD	2 JARRETT RD	FM 765		0.708		20'	Jul-89
AA1208	HOLIK ROAD	2 CROOK RD	FM 1223		3.255		20'	
AA 2008	JARRATT ROAD	2 FM 2334	FM 765		4.156		20'	Jul-89
AA 5039	JOINER DRIVE	2 TYLER TERRACE	LAURA DRIVE		0.252		20'	
	JONES ROAD	2 US HWY 87	ROBERTS ROAD		1.000		20'	Apr-96
AA 1828	KOTRLA ROAD	2 POWELL LN	Concho Co.	1.706	0.096		24' Cal.	20 May-90
AA 5018	KRUPALA ROAD	2 DEBUS RD	LOOP 306		1.556		20'	Mar-93
AA 5041	LAURA DRIVE	2 JOINER DR	FM 388		0.326		20'	
AA 1302	LEE LANE	2 ROBERTS RD	ENGLERT RD	1.000		0.930	24'	

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2005	LEHR ROAD	2 BEAN RD	HAWK RD		1.030		20'	Jan-94
AA 1211	LINE ROAD	2 DEAD END	FM 584		0.733		24'	PAVED 2005
AA 1627	LIPAN CREEK [CENTER LINE DIVIDES PCT 1 & 2]	2&1 FM 1692	END OF PAVING		0.679		20'P/18'C	PAVED 2006
AA 1627	LIPAN CREEK [CENTER LINE DIVIDES PCT 1 & 2]	2&1 PAVED	Concho Co.		1.030		24'Cal	20' Sep-85
AA 5019	LONE STAR LANE	2 GAS PLANT RD	DEAD END		0.348		20'	Jul-97
AA 1201	MIKULIK ROAD	2 FM 1223	WALLING PECAN RD		4.197		20'	
AA 1710	OLD EOLA ROAD	2 FM 765	S. A. City Limits		0.869		20'	
AA 2002	OLSAK ROAD	2 FM 765	FM 388		1.987		20'	Dec-93
AA 2050	OLSAK ROAD B	2 OLSAK RD	FM 388		0.751		20'	Dec-93
AA 2703	OXLEY ROAD	2 ROBERTS RD	HWY 87		0.968		20'	Jul-89
AA 2007	PENNY LANE	2 HAWK RD	FM 2334		3.052		21'	
	PETITE LANE	2 HAWK AVE.	GATES - DEAD END		0.267		20'	Jul-96
AA 1309	PHINNEY ROAD	2 FM 765	LIPAN CREEK ROAD		3.000		20'	Nov-85
AA 1709	PLAIN VIEW DRIVE	2 WILDE RD	WILDE RD		0.842		20'	Sep-89
AA 1303	POWELL LANE	2 ROBERTS RD	ENGLERT RD		1.951		20'	Sep-91
AA 1312	POWELL LANE	2 ENGLERT RD	FM 765		1.006		20'	Jul-89
AA 1105	REECE ROAD	2 Gate / Dead End	US 277		1.162		20'	Jan-85

VOL. 84 PG. 607

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1207	RIPPLE ROAD	2 US 87	HOLIK RD		5.046		20'	
AA 1202	ROBBIE JONES ROAD	2 US 87	CALICHE Rd.		5.232		20'	Jul-98
AA 1202	ROBBIE JONES ROAD	2 end of PAVED	GATE	0.706			24'	
AA 1301	ROBERTS ROAD	2 DEAD END	PAVED OXLEY ROAD	0.342			24'	
AA 1301	ROBERTS ROAD	2 CALICHE OXLEY ROAD	US 87		3.960		20'	OCT 1991 (2 MI.)
AA 1629	SANDERS ROAD	2 CONCHO CO.	POWELL LN	2.187			24'	
AA 1311	SCHREIVER ROAD	2 FM 765	CALICHE		0.448		20'	Apr-90
AA 1311	SCHREIVER ROAD	2 CALICHE	ENGLERT RD	0.553			24'	
AA 1200	SCHWARTZ ROAD	2 US 277	MIKULIK RD		4.470		20'	
AA 5037	SEFCIK ROAD	2 FM 765	2640 FT. From FM 765		0.475		20'	Feb. 1994
AA 1707	SHAHAN (GOAT) ROAD	2 FAIRVIEW SCHOOL RD	GAS PLANT RD	1.321	0.348		24' Cal; 20'	Jul-97
AA 5062	SIMPSON STREET	2 FM 388	CENTER DR.		0.163		24'	Jul-95
AA 1618	SOUTH RATLIFF ROAD	2 WEST RATLIFF RD	County Club Rd		1.726		20'	
AA 1600	SPILLWAY ROAD	2 SPILLWAY	FM 584		2.595		20'	
AA 1613	SPRING CREEK ROAD	2 SPILLWAY RD	S. A. City Limits		0.274		20'	
AA 5020	ST ANTHONY ROAD	2 FM765	MAINT ENDS		0.388		20'	Feb. 1994
AA 1615	STOKES ROAD	2 SPILLWAY RD	S. A. City Limits		0.204		20'	

VOL. 84 PG. 608

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1401	STREICHER ROAD	2 RIPPLE RD	JUST PAST CROOK RD	1.600			24'	
AA 1107	SUSAN PEAK ROAD	2 Gate	FM1223		10.213		22'	Jul 00 -6 mi.; Apr 02-4.213 mi.
AA 1215	THIRD ROAD, Wall	2 FM765	FM388		1.999		21'	
AA 2009	TREECE ROAD	2 JARRETT RD	US 87		2.217		20'	
AA 5038	TYLER TERRACE DRIVE	2 MAINT ENDS	FM388		0.492		22'	
AA 1400	UNTERMAYER ROAD	2 CROOK RD	ends maint.	0.845				
AA 1106	WALLING-PECAN ROAD	2 US 277	FM1223		7.439		20'	
AA 5104	WEISHUHN ROAD	2 RIPPLE RD	CROOK RD	1.101			24'	
AA 1617	WEST RATLIFF ROAD	2 US 277	S. RATLIFF RD		1.096		20'	
AA 1704	WHITE LANE	2 FAIRVIEW SCHOOL RD	gate DEAD END		0.186		20'	Aug-01
AA 2017	WHITFIELD ROAD	2 JARRETT RD	FM 765		2.128		24'	PAVED FY06
AA 2000	WILDE ROAD	2 US 87	SURFACE	2.657			24'	
AA 2000	WILDE ROAD	2 SURFACE	FM 765		0.533	2.600	20'	
AA 1205	WOOD ROAD.	2 FM 1223	US 87		4.082		20'	Oct 91 - 3 ml. new pav. So. End
AA 1350	Y @ Powell & Englert	2 POWELL LN	ENGLERT RD		0.096		20'	
AA 1213	YORK ROAD	2 ROBERTS RD	DEAD END		7.075		20'	May '99 added 3.1 mi. paving
				52.458	158.115	4.867		215.440

VOL. 84 PG. 609

TXDOT #	NAME	PCT. FROM	0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
---------	------	-----------	--------------------	---------	-------	-------	---------------

TGC ROADS = 455 642.116 TOTAL MILES OF COUNTY ROAD

6/21/2006

COUNTY OF TOM GREEN

PRECINCT NUMBER: 3

§
§
§

Pursuant to Section 251.005, Transportation Code

ANNUAL ROAD REPORT

Tom Green County Precinct 3 contains: **212 County Maintained Roads:**

182.402 miles are Bitumen (Paved) Roads.

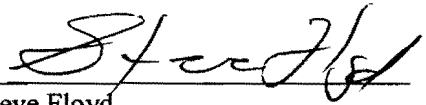
25.181 miles are All Weather (Caliche) Roads.

For a total of 207.583 Miles of TGC Maintained Roads in Pct 3.

1. Each road, culvert, in Precinct 3 is in: GOOD to EXCELLENT Condition
each Bridge is in FAIR to GOOD Condition
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: APPROX. \$873,866
3. Number of traffic control devices in the precinct defaced or torn down: NONE
4. Any new road that should be opened in the precinct: NONE
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: NONE


³
NO ROAD WORK CONTRACTS WERE LET IN PRECENT DURING THE LAST 365 DAYS. ALL ROAD WORK WAS PERFORMED BY COUNTY ROAD CREW.

Submitted by the undersigned on this 20th day of June 2006.


Steve Floyd
County Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 20 day of June, 2006




Elizabeth McGill, County Clerk
Tom Green County

[To be filed in Commissioners' Court minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year - Section 251.005, Transportation Code]

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2421	3 RD STREET, Carlsbad	3 S 87 FRONT RD	ANGELO ST		0.227		20'	
AA 2423	4 TH STREET, Carlsbad	3 MAIN ST	STERLING ST.		0.157		20'	
AA 2424	5 TH STREET, Carlsbad	3 DALLAS ST	SURFACE	0.069			20'	
AA 2424	5 TH STREET, Carlsbad	3 SURFACE	S 87 FRONTAGE		0.284		20'	
AA 2417	8 TH STREET, Carlsbad	3 US 87 N FRONT.	ANGELO ST		0.740		20'	
AA 2567	87N, HWY SIDEVIEW ROAD	3 FM 2105	GRAPE CRK RD		1.394		24'	
AA 2416	9 TH STREET, Carlsbad	3 LLANO ST	MARSHALL ST		0.207		20'	
AA 2415	10 TH STREET, Carlsbad	3 MARCHALL ST	FT WORTH		0.345			
AA 2408	11 TH STREET, Carlsbad	3 BEAUMONT ST	MARSHALL ST		0.411		20'	
AA 2407	12 TH STREET, Carlsbad	3 MASON ST	BEAUMONT ST		0.273		20'	
AA 2406	13 TH STREET, Carlsbad	3 BEAUMONT ST	LLANO		0.200		20'	
AA 2406	13 TH STREET, Carlsbad	3 LLANO ST	MASON ST.	0.072			18'	
AA 2405	14 TH STREET, Carlsbad	3 BEAUMONT ST	MARSHALL ST		0.411		20'	
AA 2404	15 TH STREET, Carlsbad	3 BEAUMONT ST	LLANO		0.204		20'	
AA 2403	16 TH STREET, Carlsbad	3 COLEMAN	BEAUMONT ST		0.137		20'	
AA 2402	17 TH STREET, Carlsbad	3 BEAUMONT ST	COLEMAN ST		0.136		20'	
AA 2218	50 TH STREET, North of San Angelo	3 COVINGTON RD	SH 208		3.011		20'	

VOL. 84 PG. 612

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2310	ADAMS AVENUE	3 US 87 N	WILD CAT DR		0.208		20'	
AA 2422	ANGELO STREET, Carlsbad	3 GRAPE CRK RD	US 87 N		0.531		20'	
AA 2570	APACHE TRAIL	3 GRAPE CRK RD	US 87 N		0.810		20'	
AA 2525	ASTER STREET	3 GRAPE CRK RD	Larkspur		0.279		20'	
AA 2582	ATLANTIC ROAD	3 CAULEY LN	CACTUS LN		0.253		30'	
AA 2312	AVENUE A, WATER VALLEY	3 BOOTH ST	WILD CAT DR		0.086		20'	
	AZTEC	3 CRESENT	private property	0.039			18'	
AA 2595	BAGPIPE ROAD	3 LOCH LOMOND	LOCH NESS RD		0.285		20'	
AA 2449	BALLARD ROAD	3 US 87 N	GRAPE CRK RD		2.360		20'	
AA 2401	BEAUMONT STREET, Carlsbad	3 US 87 FRONTAGE	SURFACE		0.565		20'	
AA 2453	BILLO STREET	3 N. GRAPE CRK RD	DEAD END		0.485		20'	
AA 2550	BIRCH LANE	3 MONT PARK DR	CONCHO DR		0.213		20'	

VOL. 84 PG. 613

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2521	BLUE QUAIL LANE	3 BOB WHITE LN	PVT RD		0.237		20'	
AA 2544	BLUEBONNET AVENUE	3 TULIP ST	VIOLET ST		0.486		20'	
AA 2520	BOB WHITE LANE	3 GRAPE CRK RD	PVT RD		0.201		20'	
AA 2311	BOOTH STREET, Water Valley	3 ADAMS AVE	CONCHO RD		0.255		20'	
AA 2584	BRADFORD TRAIL	3 RICCI ACRES	DEAD END/PVT RD		0.265		20'	
AA 2209	BRAMLETT LANE	3 RUST RD	DEAD END	0.269			20'	
AA 2204	BRISTOW ROAD	3 TX Hwy 208	VALLEY DR		1.234		20'	
AA 2560	BROWN LANE	3 US 87 N FRONT.	OLD STER CITY HWY		0.319		20'	
AA 2433	BUCK HOLLOW LOOP	3 DEER RUN RD	CALICHE		0.229		20'	
AA 2433	BUCK HOLLOW LOOP	3 PAVED	SURFACE	0.467			20'	
AA 2433	BUCK HOLLOW LOOP	3 SURFACE	DEER RUN RD		0.240		20'	
AA 2323	BUR OAK ROAD	3 DEAD END	PVT RD		0.218		20'	
AA 2512	BURKETT LANE	3 WREN RD	DEAD END		0.184		20'	
AA 2431	BURMA LOOP	3 CARLSBAD LOOP	CARLSBAD LOOP		2.165		20'	
AA 2224	BURMA ROAD	3 CARLSBAD LP	FM 853		12.195		20'	
AA 2522	BURRELL STREET	3 NORTH GRAPE CREEK RD	DEAD END		0.205		20'	
AA 2580	CACTUS LANE	3 GRAPE CRK RD	FRUITLAND FARM RD		0.743		20'	6-30-05 SEAL .7

VOL. 84 PG. 614

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHER PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2528	CANNA AVENUE	3	DAISY AVE	SUN FLOWER AVE	0.280		20'	
AA 2585	CARDINAL ROAD	3	MOURNING DOVE LN	PVT RD	0.099		20'	
AA 2457	CARIBOU TRAIL	3	EAGLE LN	WREN RD	1.229		20'	
AA 2223	CARLSBAD LOOP ROAD	3	US 87 N	US 87 N	4.680		20'	2001
AA 2542	CARNATION AVENUE	3	TULIP ST	S 87 FRONTAGE	0.561		20'	
AA 2208	CASTILLO ROAD	3	RUST RD	Dead End	0.321		20'	
AA 2586	CAULEY LANE	3	GRAPE CRK RD	FRUITLAND FARM RD	0.872		20'	
AA 2549	CEDAR LANE	3	CONCHO DR	MONT PARK DR	0.219		20'	
AA 2504	CHAPPARAL RUN	3	NORTH GRAPE CREEK RD	CARIBOU TR	0.434		20'	
AA 2573	CHEROKEE ROAD	3	ZUNI RD	APACHE TR	0.376		20'	
AA 2577	CINNAMON LANE	3	PEPPER LN	GRAPE CRK RD	0.547		30'	
AA 2588	CLEARWATER DRIVE	3	FRUITLAND FARM RD	DEAD END	0.111		20'	
AA 2413	COLEMAN STREET	3	10TH ST	PVT RD	0.619		20'	
AA 2571	COMANCHE TRAIL	3	NAVAJO RD	NAVAHO RD	0.483		20'	
AA 2308	CONCHO AVENUE, Water Valley	3	OLD STER. HWY	US 87 N	0.251		20'	
AA 2548	CONCHO DRIVE (In Lake Concho Estates	3	BROWN LN	FM 2288	0.697		20'	
AA 2513	CONCORD LOOP (around GC Elementary	3	WREN RD	GRAPE CRK RD	0.526		20'	

VOL. 84 PG. 615

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2578	CONCORD ROAD	3	GRAPE CRK RD	DEAD END	0.199		30'	
AA 2315	COOPER AVENUE, Water Valley	3	MAIN ST	WILD CAT DR	0.111		20'	
AA 9998	COPPER MOUNTAIN PASS	3	S. COPPER MOUNTAIN CIR	N. COPPER MOUNTAIN CIR	0.047		20'	
AA 2460	COTTONTAIL LANE	3	CHAPPARALL RUN	MOURNING DOVE	0.647		20'	
AA 2500	COTTONTAIL LANE	3	MOURNING DOVE	EAGLE LN	0.406		20'	
AA 2201	COVINGTON ROAD	3	OLD BALLINGER	FM 2105	1.677		20'	
AA 2579	CRESCENT ROAD	3	GRAPE CRK RD	DEAD END	0.155		30'	
AA 2529	DAHLIA AVENUE	3	VERBENA ST	ASTER ST	0.256		20'	
AA 2531	DAISY AVENUE	3	ASTER ST	DEAD END	0.136		20'	
AA 2418	DALLAS STREET, CARLSBAD	3	DEAD END	US 87 N.	0.736		20'	
AA 2436	DEER CREEK ROAD	3	DEER VAL. LOOP	TURNER RD	0.238		20'	
AA 2432	DEER RUN ROAD	3	BURMA RD	BUCK HOLLOW LOOP	1.748		20'	
AA 2437	DEER VALLEY COURT	3	DEER VAL. DR	DEAD END	0.134		20'	
AA 2434	DEER VALLEY DRIVE	3	BURMA RD	DEER VAL. LOOP	1.527		20'	
AA 2435	DEER VALLEY LOOP	3	DEER VAL. LOOP	SURFACE	1.280		20'	
AA 2583	DELONG STREET	3	CACTUS LN	DEAD END	0.400		20'	2-22-06 PAVED &SEALED .2
	DENNIS DRIVE	3	GLASS RD	CULDISAC	0.400		24	NEW SUBDIVISION

VOL. 84 PG. 616

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2448	DILLY ROAD	3 WREN RD	US 87 N		1.087		20'	
AA 2438	DOE RUN	3 DEER VAL DR	TURNER RD		0.785		20'	
AA 2519	DOSS LANE	3 GRAPE CRK RD	PVT RD		0.355		20'	
AA 2400	DUNHAM ROAD	3 US 87 N	PVT RD		0.136		20'	
AA 2452	EAGLE LANE	3 MT NEBO RD	CARIBOU TR		0.243		20'	
AA 2313	EARNEST AVENUE, Water Valley	3 OLD STERLING CITY HIGHWAY	MAIN ST		0.153		20'	
AA 2591	EDINBURGH ROAD	3 DEAD END	DEAD END		1.601		20'	
	EMERGENCY EXIT OFF WEST TURNER	3 W TURNER RD	LOCKED GATE	0.996			18'	
	EMMIT LANE	3 GLASS ROAD	CULDISAC		0.400		24'	NEW SUBDIVISION
AA 2511	EVERGREEN LANE	3 GRAPE CRK RD	PVT RD		0.572		20'	
AA 2455	FALCON LANE	3 DEAD END	N. GRAPE CRK RD		0.489		20'	
AA 2439	FAWN DRIVE	3 DOE RUN RD	DEAD END		1.001		20'	
AA 2441	FLOYD LANE	3 US 87 N	PVT RD		0.794		20'	
AA 2308	FM 2034	3 STATE MA. END	STERLING CO. LN		0.781		20'	
AA 2414	FORT WORTH STREET, Carlsbad	3 PVT RD	US 87 N FRONT		0.700		20'	
AA 2507	FRONT STREET	3 GRAPE CRK RD	DEAD END		0.181		20'	
AA 2574	FRUITLAND FARM ROAD	3 FM 2105	S. A. City Limits		0.759		22'	

VOL. 84 PG. 617

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2584	GÆLIC ROAD	3	LOCH NESS RD	LOCH LOMOND	0.218		20'	
AA 2427	GALVESTON STREET	3	S 87 FRONT RD	8TH ST	0.135		20'	
AA 2545	GARDENIA AVENUE	3	VIOLET	TULIP ST	0.496		20'	
AA 2543	GLADIOLA AVENUE	3	VIOLET	TULIP ST	0.481		20'	
AA 2582	GLASGOW ROAD	3	EDINBURGH RD	FM 2288	0.073		20'	
AA 2442	GLASS ROAD	3	US 87 N	W GRAPE CREEK	1.535		20'	
AA 2442	GLASS ROAD	3	W. GRAPE CREEK	WALNUT GROVE RD	2.550		20'	6-1505 SEAL 2.5
AA 2566	GOODLAND LOOP	3	GRAPE CRK RD	GRAPE CRK RD	0.848		20'	
	GRAPE CREEK CEMETERY RD	3	GRAPE CREEK N	CEMETERY	0.190		12'	
AA 2219	GRAPE CREEK ROAD	3	CAULEY LANE	US 87 BY BALD EAGLE CREEK	4.989		20'	6-30-05 SEAL .8 & 8-24-05 SEAL 3.
AA 2514	GRAPEVINE AVENUE	3	CONCORD LOOP	WREN RD	0.276		20'	
AA 2316	GRASTON ROAD	3	OLD STER. HWY	DEADEND	1.290		20'	
AA 2553	HACKBERRY LANE	3	CONCHO DR	MONT PARK DR	0.192		20'	
AA 2305	HALL LANE	3	FM 2034	SURFACE	1.509		20'	
AA 2305	HALL LANE	3	SURFACE	PVT RD	1.502		20'	
AA 2325	HANSON STREET, Water Valley	3	SPRING AVE	PVT RD	0.112		20'	
AA 2510	HARVEST DRIVE	3	OATLAND DR	WHEATLAND DR	0.359		24'	

VOL. 84 PG. 618

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2420	HOUSTON STREET	3 DEAD END	US 87 FRONTAGE	0.472			20'	
AA 2563	INDIAN CREEK LANE	3 WALNUT GROVE	DEAD END	0.571			20'	
AA 2584	IRVINDALE ROAD	3 CACTUS LN	DEAD END/PVT RD	0.200			18'	2/22/06 PAVED & SEALED .2
AA 2501	KILDEE TRAIL	3 GRAPE CRK RD	POSSUM HOLLOW	0.505			20'	
AA 2593	KILT ROAD	3 LOCH NESS RD	TARTAN RD	0.278			20'	
AA 2211	LANDERS ROAD	3 SWAIN LANE	DEAD END	1.549			20'	
AA 2532	LARKSPUR AVENUE	3 CANNA ST	VERBENA ST	0.351			20'	
AA 2562	LEDBETTER ROAD	3 BALLARD RD	DEAD END	0.175			20'	
AA 2540	LILAC	3 TULIP ST	VIOLET ST	0.152			20'	
AA 2412	LLANO STREET, Carlsbad	3 15TH ST	US 87 N FRONT	0.463			20'	
AA 2597	LOCH LOMOND COURT	3 LOCH LOMOND	DEAD END	0.066			18'	
AA 2589	LOCH LOMOND ROAD	3 FM 2288	EDINBURGH RD	1.243			20'	
AA 2590	LOCH NESS ROAD	3 LOCH LOMOND	EDINBURGH RD	0.825			20'	
AA 2207	LUBKE LANE	3 RUST RD	DEAD END	0.320			20'	
	MACHIA ROAD	3 SPRING AVENUE	FM 2034					
AA 2701	MAGNOLIA	3 US 87 N FRONT.	CONCHO DR.	0.215			20'	
AA 2555	MAGNOLIA	3 CONCHO DR	OLD STER CITY HWY	0.208			20'	

VOL. 84 PG. 619

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2419	MAIN STREET, Carlsbad	3 S 87 FRONT RD	SURFACE		0.600		20'	
AA 2419	MAIN STREET, Carlsbad	3 SURFACE	GATE	0.536			20'	
AA 2314	MAIN STREET, Water Valley	3 SPRING AVE	COOPER AVE		0.184		20'	
AA 2547	MAPLE LANE	3 CONCHO DR	MONT PARK DR		0.230		20'	
AA 2221	MARCH ROAD	3 US 87 N	SURFACE		7.981		20'	8-17-05 SEAL 6.5
AA 2221	MARCH ROAD	3 SURFACE	COKE CO LINE	2.000	1.022		20'	
AA 2530	MARIGOLD AVENUE	3 ASTER ST	DEAD END		0.138		20'	
AA 2409	MARSHALL STREET, Carlsbad	3 US 87 N FRONT.	14TH ST		0.526		20'	
AA 2208	MARTIN ROAD	3 N. VALLEY RD	RUST RD		0.883		20'	
AA 2411	MASON STREET, Carlsbad	3 US 87 N FRONT.	14TH ST		0.433		20'	
AA 2309	MCCRARY ROAD, Water Valley	3 CONCHO RD	ADAMS AVE		0.255		20'	
AA 2410	MIDLAND STREET, Carlsbad	3 14TH ST	8TH ST		0.437		20'	
AA 2561	MIMOSA LANE	3 MONT PARK DR	CONCHO DR	0.128			12'	
AA 2554	MONT PARK DRIVE	3 BROWN LN	FM 2288		0.609		20'	
AA 2517	MOON DRIVE	3 GRAPE CRK RD	END PVT DR		0.577		20'	
AA 2456	MORNING DOVE	3 GRAPE CRK RD	CARIBOU TR		0.441		20'	
AA 2217	MOTL ROAD	3 COVINGTON RD	US 277		0.927		20'	

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA2454	MOUNT NEBO ROAD	3 BILLO DR	W NORTH GRAPE CREEK RD	4.500			20'	
AA 2454	MOUNT NEBO ROAD	3 BILLO RD	WHIPPOWILL AVE		1.054		20'	
AA 5015	MOUNT NEBO ROAD	3 RED ROBIN DR	WREN RD		0.540		20'	
AA 2428	MULE CREEK ROAD	3 US 87 N	DEAD END		0.428		20'	
AA 2515	MUSTANG STREET	3 GRAPVINE RD	GRAPE CRK RD		0.169		20'	
AA 2320	MYRTLE OAK ROAD	3 POST OAK DR	PIN OAK RD		0.736		20'	
AA 2569	NAVAJO ROAD	3 UTE PASS	FM 2105		1.145		20'	
AA 2523	NORTH COPPER MOUNTAIN CIRCLE	3 NORTH GRAPE CREEK RD	DEAD END (AT FENCE)		0.333		20'	
AA2446	NORTH GRAPE CREEK ROAD	3 U S 87 N OVERPASS	MARCH ROAD		4.497		26'	
AA 2552	OAK LANE	3 US 87 N FRONTAGE RD	CONCHO DR		0.254		20'	
AA 2509	OAT LAND DRIVE	3 WHEATLAND DR	HARVEST DR		0.110		24'	
AA 2212	O'BRYAN LANE	3 SWAIN LANE	locked gate	0.506			18'	
AA 2220	OLD STERLING CITY HWY #1, Grape Cre	3 U. S. 87 N	FM2288		1.360		22'	
AA 2302	OLD STERLING CITY HWY #2, H2O Valley	3 US 87 N IN WATER VALLEY	US 87 N		3.792		24'	
	OLD U. S. 87N, In Grape Creek	3 U.S. 87 N	OLD STERLING CITY HWY.GC					
AA 2527	OLEANDER AVENUE	3 SUNFLOWER AVE	GRAPE CRK RD		0.557		20'	
AA 2541	ORCHID AVENUE	3 VIOLET	TULIP ST		0.334		20'	
AA 2581	PACIFIC ROAD	3 CACTUS LN	CAULEY LN		0.252		30'	

VOL. 84 PG. 621

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2533	PANSY AVENUE	3	VERBENA ST	CANNA ST	0.351		20'	
AA 2576	PEPPER LANE	3	SAGE RD	CINNAMON LN	0.093		30'	
AA 2534	PETUNIA AVENUE	3	CANNA ST	VERBENA ST	0.351		20'	
AA 2321	PIN OAK ROAD	3	DEAD END	DEAD END	0.383		20'	
AA 2557	PINE LANE	3	BROWN LN	MAGNOLIA LN	0.321		20'	
AA 2558	POPLAR LANE	3	MANOLIA LN	BROWN LANE	0.285		20'	
AA 2502	POSSUM HOLLOW ROAD	3	KILDEE TR	WREN RD	0.426		20'	
AA 2317	POST OAK DRIVE	3	GRASTON RD	TX OAK RD	1.655		20'	
	POULT COURT	3	TURKEY RUN RD	CULDISAC	0.150		20'	
	PULLIAM RANCH RD	3	FM 853/ARDEN RD	GATE	1.785		18'	5-18-05 PAVED 1.8 & SEALED IT 5/24/05
AA 2450	PYBORN ROAD	3	BALLARD RD	WEST GRAPE CREEK RD	0.930		20'	5-31-05 SEAL
AA 2458	RACCOON ROAD	3	WREN RD	MOURNING DOVE	0.824		20'	
AA 2506	RAVEN ROAD	3	GRAPE CRK RD	MOUNT NEBO RD	0.190		20'	
AA 2451	RED BIRD LANE	3	GRAPE CRK RD	MT NEBO RD	0.197		20'	
AA 2202	RED CREEK ROAD	3	FM 2105	SH 208	4.148		20'	
AA 5016	RED ROBIN AVENUE	3	MAINT ENDS	ALLEY	0.170		20'	
AA 2556	REDWOOD LANE	3	MAGNOLIA	BROWN LANE	0.357		20'	

VOL. 84 PG. 622

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2445	RICCI ACRES RD	3	WALNUT GROVE RD	PVT RD	1.043		20'	
AA 2444	ROLLIN ACRES ROAD	3	MARCH RD	PVT RD	0.925		20'	
AA 2539	ROSE STREET	3	FM 2288	LILAC ST.	0.537		20'	
AA 2203	RUNION ROAD	3	RED CK RD	Dead End	3.432		20'	
AA 2585	RUSK ROAD	3	CACTUS LN	DEAD END/PV RD	0.200		18'	2/22/06 PAVED & SEALED .2
AA 2214	RUST ROAD	3	N. VALLEY RD	RED CREEK RD	2.419		20'	
AA 2702	RUST ROAD	3	RED CREEK RD	FM 2105	1.210		20'	
AA 2575	SAGE ROAD	3	GRAPE CRK RD	PEPPER LN	0.480		30'	
AA 2425	SAN ANTONIO STREET, Carlsbad	3	S 87 FRONT RD	8TH ST	0.192		20'	
AA 2319	SAND OAK ROAD	3	TX OAK RD	SURFACE	0.320		20'	
AA 2319	SAND OAK ROAD	3	SURFACE	LOCKED GATE	0.237		15'	
AA 2505	SANDPIPER WAY	3	MOUNT NEBO RD	GRAPE CRK RD	0.190		20'	
AA 2215	SCHWERTNER ROAD	3	FM 2105	50TH ST	1.009		20'	
	SCRUB OAK RD	3	MARCH RD	GATE	1.617		20'	
AA 2548	SEQUOIA LANE	3	MONT PARK DR	CONCHO DR	0.224		20'	
AA 2429	SHARP ROAD	3	US 87	PVT RD	0.425		20'	
AA 2324	SHIN OAK ROAD	3	BURR OAK RD	WHITE OAK RD	0.566		20'	

VOL. 84 PG. 623

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2304	SISCO ROAD	3 FM 2034	PVT RD	1.152		40'	20'	
AA 2503	SKYLARK LANE	3 GRAPE CRK RD	MOUNT NEBO RD		0.190		20'	
AA 5097	SOUTH COPPER MOUNTAIN CIRCLE	3 NORTH GRAPE CREEK RD	Locked Gate		0.333		20'	
AA 2303	SPRING AVENUE	3 WILDCAT DRIVE	MACHIA ROAD		2.465		20' & 12'	
AA 2428	STERLING STREET, Carlsbad	3 PVT RD	S 87 FRONTAGE		0.401		20'	
AA 2518	SUN LANE	3 MOON DRIVE	WREN RD		0.638		20'	
AA 2536	SUNFLOWER AVENUE	3 CANNA ST	US 87 N		0.662		20'	
AA 2222	SUTTON ROAD	3 MARCH RD	PVT RD	6.039			20'	
AA 2210	SWAIN ROAD	3 VALLEY DRIVE	DEAD END		1.693		20'	
AA 2596	TARTAN ROAD	3 LOCH LOMOND	LOCH LOMOND		0.173		20'	
AA 2318	TEXAS OAK ROAD	3 DEAD END PVT RD	Dead End		1.488		20'	
AA 2516	TOKAY LANE	3 CONCORD LOOP	MUSTANG AVE		0.178		20'	
AA 2524	TOMAHAWK LANE	3 GRAPE CRK RD	DEAD END	0.180			16'	
AA 2538	TULIP AVENUE	3 VIOLET	FM 2288		0.712		20'	
AA 2430	TURKEY RUN	3 CARLSBAD LOOP	DEAD END		0.960		20'	
AA 2300	TURNER ROAD	3 BURMA RD	SURFACE		2.676		20'	
AA 2300	TURNER ROAD	3 SURFACE	locked gate past the Emergency Exit	2.427			20'	

VOL. 84 PG. 624

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 2568	UTE PASS	3	GRAPE CRK RD	US 87 N	0.774		20'	
AA 2205	VALLEY DRIVE, In Quail Valley	3	BRISTOW RD	RUST RD	3.578		20'	
AA 2528	VERBENA AVENUE	3	SUNFLOWER AVE	DAHLIA ST	0.349		20'	
AA 2213	VILLARREAL ROAD	3	RUST RD	locked gate	0.323		20'	
AA 2537	VIOLET AVENUE	3	FM 2288	CARNATON AVE	0.361		20'	
AA 2700	VIOLET AVENUE	3	CARNATION AVE	TULIP ST	0.337		20'	
AA 2443	WALNUT GROVE ROAD	3	GRAPE CRK RD	MARCH RD	5.604		20'	1.85 PAVED 6/5/02 6/8/06 SEALCOAT 4.1+K410
AA 2559	WALNUT LANE	3	MONT PARK DR	OLD STER CITY HWY	0.297		20'	
AA 2587	WEST CLEARWATER STREET	3	FRUITLAND FARM RD	DEAD END	0.191		20'	2/22/06 SEAL .2
AA 2440	WEST GRAPE CREEK ROAD	3	ANGELO ST	GRAPE CREEK RD, North	5.300		20'	
	WEST INDIAN CREEK RD	3	WALNUT GROVE	GLASS RD	0.800		24'	NEW SUBDIVISION
	WEST TURNER ROAD	3	TURNER RD	CATTLEGUARD So. from Turner Rd	1.900		20'	
AA 2508	WHEATLAND DRIVE	3	GRAPE CRK RD	OATLAND DR	0.446		24'	
AA 2459	WHIPPORWILL WAY	3	CARIBOU TR	GRAPE CRK RD	0.438		20'	
AA 2322	WHITE OAK ROAD	3	PIN OAK RD	Dead End/LOCKEC GATE	1.131		20'	
AA 2307	WILDCAT DRIVE	3	OLD STER. HWY	CONCHO RD	0.683		20'	
AA 2551	WILLOW LANE	3	CONCHO DR	MONT PARK DR	0.208		20'	

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
	WILSON RANCH ROAD	3 MARCH RD	GATE	0.433			18'	
AA 2447	WREN ROAD	3 MARCH RD	BALLARD RD		3.354		20'	
AA 2535	ZINNIA AVENUE	3 VERBENA ST	CANNA ST		0.351		20'	
AA 2572	ZUNI AVENUE	3 NAVAJO RD	CHEROKEE RD		0.155		20'	
				25.181	182.402	0.000		207.582

# ROADS PER PCT.		ALL WEA.	BIT.	NAT.	TOTAL PER PCT
90	PCT. 1	29.985	107.977	0.000	137.962
<u>212</u>	PCT 3	25.181	182.402	0.000	207.583
302	TOTAL	55.166	290.379	0.000	1/3 TOTAL 345.545
87	PCT. 2	52.458	158.115	4.867	215.440
<u>66</u>	PCT. 4	0.455	80.676	0.000	81.131
153	TOTAL	52.913	238.791	4.867	2/4 TOTAL 296.571
		108.079	529.170	4.867	642.116

TGC ROADS = 455 642.116 TOTAL MILES OF COUNTY ROAD

VOL. 84 PG. 626

COUNTY OF TOM GREEN §
 §
PRECINCT NUMBER: 4 §

Pursuant to Section 251.005, Transportation Code

ANNUAL ROAD REPORT

Tom Green County Precinct 4 contains: **71 County Maintained Roads:**
 80.676 miles are Paved Roads.
 .455 miles are Caliche Roads.
For a total of 81.131 Miles of TGC Maintained Roads in Pct 4.

3. Each road, culvert, and bridge in Precinct 4 is in: GOOD condition
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$479,823
3. Number of traffic control devices in the precinct defaced or torn down: NONE
4. Any new road that should be opened in the precinct: NONE
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: NONE

NO ROAD WORK CONTRACTS WERE LET IN PRECENT 2 DURING THE LAST 365 DAYS. ALL ROAD WORK WAS PERFORMED BY COUNTY ROAD CREW.

Submitted by the undersigned on this 20th day of JUNE, 2006

Richard S. Easingwood, Jr.
Richard S. Easingwood, Jr.
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 20 day of June, 2006



Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County

[File in Commissioner's Court minutes and submit to grand jury with a copy of any road work contracts for past year during both month of county fiscal year - Section 251.005, Transportation Code]

§ 251.005. Commissioner's Road Report

(a) A county commissioner serving as a road supervisor shall make a sworn annual report during the ninth month of the county fiscal year on a form approved by the commissioners' court showing:

- (1) the condition of each road or part of a road and of each culvert and bridge in the commissioner's precinct;
- (2) the amount of money reasonably necessary for maintenance of the roads in the precinct during the next county fiscal year;
- (3) the number of traffic control devices in the precinct defaced or torn down;
- (4) any new road that should be opened in the precinct; and
- (5) any bridges, culverts, or other improvements necessary to place the roads in the precinct in good condition, and the probable cost of the improvements.

(b) The report shall be entered in the minutes of the commissioners' court to be considered in improving public roads and determining the amount of taxes imposed for public roads.

(c) The report shall be submitted, together with each contract made by the court since its last report for any work on any road, to the grand jury at the first term of the district court occurring after the report is made to the commissioners' court.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 621, § 1, eff. June 11, 1997; Acts 1997, 75th Leg., ch. 917, § 1, eff. Sept. 1, 1997.

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1516	1 ST STREET, Christoval	4 FORD ST	McKEE ST		0.087		20'	
AA 2706	1 ST STREET, Christoval	4 LEWIS ST	FORD ST.		0.090		20'	
AA 2707	1 ST STREET, Christoval	4 HOLLAND ST	LEWIS ST		0.142		20'	
AA 1515	2 ND STREET, Christoval	4 ANSON ST	McKEE ST		0.122		20'	
AA 2705	2 ND STREET, Christoval	4 MCKEE ST. (in CHRISTOVAL)	HOLLAND ST		0.317		20'	
AA 1513	3 RD STREET, Christoval	4 HOLLAND ST	FM 2084		0.579		20'	
AA 1512	4 TH STREET, Christoval	4 HOLLAND ST	end maint.		0.577		20'	
AA 1511	5 TH STREET, Christoval	4 FORDS ST	CARTER ST		0.273		20'	
AA 1510	6 TH STREET, Christoval	4 ANSON ST	Dead End - Gate		0.425		20'	
AA 1509	7 TH STREET, Christoval	4 FORDS ST	dead end		0.365		20'	
AA 1508	8 TH STREET, Christoval	4 ANSON ST	FORD ST		0.211		20'	
AA1101	ALLEN LANE ROAD	4 CALICHE/PAVING ENDS	CATTLEGUARD/GATE		1.450	30'	24	
AA 1101	ALLEN ROAD	4 US277	CALICHE		4.664	50'	20'	Added 2 mi. new pav. July 98
AA 1500	ANSON STREET, Christoval	4 2ND ST	LOOP 110		0.089		20'	
AA 2704	ANSON STREET, Christoval	4 2ND ST	end maint.		0.530		20'	
AA 1407	ATKINS LANE, CHRISTOVAL	4 fm 2084	gate		0.871	40'	20'	New Pav. May '93
AA 1528	BLUFF ROAD	4 HILLTOP RD	DEAD END AT FENCE		0.816	50'	20'	

VOL. 84 PG. 629

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1531	BRYANT CIRCLE,	4 S. US 67	S. BRYANT CIR		0.329	50'	20'	
AA 1540	BRYANT CIRCLE,	4 US 67	GATE		0.588	30'	20'	
AA 1104	BRYKA ROAD	4 US 277	FENCE		1.284	50'	20'	New Pav Aug '95
AA 1102	CANDICE ROAD	4 US 277	FENCE/GATE		1.096	50'	20'	New Pav Aug '95
AA 1507	CARTER STREET	4 3RD ST	5 TH ST		0.173		20'	
AA 1522	CEMETARY ROAD, (No. of Christoval)	4 US 277	gate		0.226	40'	20'	
AA 1519	CURRY ROAD	4 US 277	FENCE/GATE		1.148	50'	20'	Aug-95
AA 1534	DEER LANE	4 S. BRYANT CIR	FITSGERALD DR		0.224	47'	20'	
AA 1504	DENNY STREET, Christoval	4 1ST ROAD	6TH STREET		0.398		20'	
AA 1427	DOVE CREEK LANE EAST	4 TWIN LAKES LN	TWIN LAKES LN		1.868	48'	20'	Jun-92
AA 1419	DOVE CREEK LANE WEST	4 SPRING CRK LN	fm 2335		1.929	50'	20'	May-89
AA 1424	DOVE CREEK ROAD SOUTH	4 fm 2335	locked gate		0.967	50'	20'	Sep-87
AA 1103	DUFF ROAD	4 US 277	1ST CATTLE GUARD		5.000	67'	20'	Dec-98
AA 1712	DUNCAN ROAD	4 HWY 67	GATE		2.228	40'	20'	Mar-97
AA1537	FITZGERALD DR.	4 WEST BRYANT LANE	DEAD END		0.614	50'	20'	
AA 1502	FORD STREET, Christoval	4 LOOP 110	FENCE		0.655		20'	
	FOSTER PARK LOOP	4 FM 2335	FM 2335		0.513		20'	Mar-85
AA 1411	FRANCO LANE	4 FM 2335	TORRES RD		0.880	40'	24'	2002

VOL. 84 PG. 630

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1412	GARCIA LANE	4 FRANCO LN	TORRES RD	0.129		55'	24'	2002
AA 1833	GUINN RD	4 FM 2335	IRION COUNTY LINE	7.734		70'	20'	MAR 2000 - 2.3 mi.
AA 1830	HARKEY LANE	4 FM 2084	Schlicher Co.	0.726		50'	20'	Aug-01
AA 1831	HARRIS LANE	4 FM 2084	Schlicher Co.	0.656		50'	20'	Aug-01
AA 5108	HEAD OF THE RIVER ROAD	4 US 277	CATTLEGUARD/GATE	0.700		45'	20'	Dec-98
AA 1422	HECKAMAN ROAD	4 fm 2335	1ST gate	0.218		60'	24'	
AA 1527	HILLTOP ROAD	4 KENLEY RD/RIVER ROAD	DEAD END AT FENCE	1.101		30'	20'	7/1/1987, .236 paved October 2004
AA 2227	HOBBS ROAD	4 US 67	JAMESON ROAD	0.805		75'	20'	May-95
AA 1503	HOLLAND STREET, Christoval	4 DENNY ST	LP 110	0.480			20'	
AA 1506	JACKSON STREET, Christoval	4 5TH ST	8TH ST	0.206			20'	
AA 2225	JAMESON ROAD	4 US 67	FM 853	4.782		45'	20'	May-95
AA 1420	JUNIPER LANE	4 DOVE CRK LN W.	locked gate	0.184		45'	20'	Jun-92
AA 1524	KENLEY ROAD	4 HILLTOP RD/RIVER ROAD	CALICHE/PAVING ENDS	0.785		60'	20'	May-89
AA 1524	KENLEY ROAD	4 CALICHE/PAVING ENDS	CATTLEGUARD/GATE	0.455			24'	
AA 1210	KNICKERBOCKER ROAD	4 FM 584	FM 2335	10.003		90'	21'	
AA 1425	LAGOON LANE	4 KNICKERBOCKER RD	TWIN LAKES LN	0.863		50'	20'	
AA 1505	LEWIS STREET, Christoval	4 1ST RD	6TH STREET	0.398			20'	

VOL. 84 PG. 631.

TOM GREEN COUNTY

ANNUAL ROAD REPORT

JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1501	MCKEE STREET	4 LP 110	end maint.	0.624			20'	
AA 1529	MINERAL WELLS ROAD	4 US 277	KENLEY RD	0.839		60'	20'	
AA 1523	MOORE ROAD	4 US 277	gate	0.685		36'	20'	Jul-91
AA 1418	NORTHCROSS LANE	4 DOVE CRK LN W.	SPRING CRK LN	0.896		50'	20'	Nov '89
AA 1413	PAISANO LANE	4 KNICKERBOCKER RD	maint. Ends	0.975		50'	20'	Apr-92
AA 1421	PECAN LANE	4 FM 2335	dead end	0.673		58'	20'	Nov-89
AA 1528	POND ROAD	4 RIVER RD	RIVER RD	0.561		50'	20'	
AA 1408	PUGH PARK ROAD	4 FM 2084	FM 2084	0.613			20'	
AA 1525	RIVER ROAD	4 KINLEY & HILLTOP	DEAD END AT FENCE	0.915		50'	20'	
AA 1520	RUDD STREET	4 FM 2084	LOOP 110	0.149			20'	
AA 1532	SOUTH BRYANT CIRCLE	4 E. BRYANT LN	W. BRYANT LN.	0.845		50'	20'	
AA 1418	SPRING CREEK LANE	4 FM 2335	gate	2.398		50'	20'	May '89
AA 1417	SPRING VALLEY LANE	4 SPRING CRK LN	end maint.	0.260		49'	20'	May-89
AA 1409	TORRES ROAD	4 fm 2335	end maint.	1.074		66'	20'	
AA 1423	TWEEDY ROAD	4 HECKAMAN RD	CATTLEGUARD/RIDGE RD (PVT)	0.506		24'		April , 2004
AA 1426	TWIN LAKES LANE	4 LAGOON LANE	end maint.	5.259		50'	20'	Apr '89
AA 1415	WEST CROSS LANE	4 FM 2335	DOVE CRK LN W.	0.883		45'	20'	Nov-89

VOL. 84 PG. 632

TOM GREEN COUNTY
ANNUAL ROAD REPORT
JUNE 20,2006

TXDOT #	NAME	PCT. FROM		0 ALL WEATHE PAVED	NATURAL	R-O-W	SURF.	PAVED/REBUILT
AA 1414	WHITE TAIL LANE	4 KNICKERBOCKER RD	dead end		0.596	50'	20'	Apr-82
AA1535	WILMA CIRCLE	4 WILMA LANE	DEAD END		0.065	50'	20'	
AA1536	WILMA LANE	4 FITZGERALD DR.	end maint.		0.364	50'	20'	
				0.455	80.676	0.000		
				118.455	518.241	4.867		641.563
				32 ALL WEATHER	52 BITUMIN	10 NATL		
								TOTAL MILES

# ROADS PER PCT.		ALL WEA.	BIT.	NAT.	TOTAL PER PCT
90	PCT. 1	29.985	107.977	0.000	137.962
<u>212</u>	PCT 3	25.181	182.402	0.000	207.583
302	TOTAL	55.166	290.379	0.000	1/3 TOTAL 345.545
87	PCT. 2	52.458	158.115	4.867	215.440
<u>66</u>	PCT. 4	0.455	80.676	0.000	81.131
153	TOTAL	52.913	238.791	4.867	2/4 TOTAL 296.571
		108.079	529.170	4.867	642.116

TGC ROADS = 455 642.116 TOTAL MILES OF COUNTY ROAD

633
84 PG.
VOL.



**Henslee Fowler
Hepworth & Schwartz LLP**

AUSTIN DALLAS FORT WORTH HOUSTON MCALLEN SAN ANTONIO TYLER

ROGER D. HEPWORTH
RHEPWORTH@HFHSLAW.COM

May 24, 2006

VIA CM, RRR 7179 9217 9710 4001 4298

Honorable Judge Mike Brown
Tom Green County Judge
122 W. Harris Avenue
San Angelo, Texas 76903-5877

ROUTE TO:

Comm Pct 1 _____
Comm Pct 2 _____
Comm Pct 3 _____
Comm Pct 4 _____
Admin Serv _____

Electric

Re: Cause No. B-06-0782-C; *In Re: Veribest Election*; In the 119th District Court of Tom Green County, Texas.

Dear Judge Brown:

I am writing on behalf of Veribest ISD. You may be aware that the county made an error when counting the ballots and did not count the under-votes (ballots with only one or two candidates selected instead of the full possibility of three). That made it necessary to conduct legal research to determine how to fix this, draft the petition and file it with the Court and have a hearing so that the judge could order the ballot boxes be reopened and the correct counting procedure would be accomplished. I appreciated working with Michael Benton who testified at the hearing and admitted that they had made an error.

Veribest ISD would ask that you reimburse the school for the legal expenses that were required in correcting the county's error. The charges for correcting this error are in the amount of \$3,672.12 for filing fees, expenses and attorney's fees. A receipt is attached along with a copy of the Order which we obtained and petition to open the contents of the voting boxes. To obtain these I was required to research the election code to try to find a statute that would authorize exactly what we were asking. I was unable to find one and this was then later confirmed by the Secretary of State's Office who said we would have to use one that was close, but not exactly on point. The school district would appreciate you placing this in line for payment.

Thank you for your attention to this matter. I am pleased we were able to get everything corrected and finalized the election.

Sincerely,

Roger D. Hepworth
Roger D. Hepworth

RDH/lm
20190-05 Brown.ltr 052406 (rdh)

Honorable Judge Mike Brown
May 24, 2006
Page 2

cc: VIA U.S. MAIL (W/ENCL.)
Jeff Brasher
Superintendent of Schools
Veribest I.S.D.
P.O. Box 475
Veribest, Texas 76886-0475

CAUSE NO. B-06-0782-C

IN RE: VERIBEST ELECTION § IN THE 119th DISTRICT COURT
 §
 § OF TOM GREEN COUNTY

ORDER ON PETITION TO OPEN CONTENTS OF VOTING BOXES

Came on to be heard Veribest Independent School District's ("Veribest ISD") Petition to Open Contents of Voting Boxes and this Court finds it to be meritorious and hereby issues the following order:

I.

The ballot board and other election authorities who are responsible for counting the ballots are hereby authorized to open the boxes that contain materials relating to the May 13, 2006 Veribest ISD trustee election and count the erroneously rejected ballots and provide a corrected and true tally. Said officials are also authorized to remove any erroneously placed

items from this box. This opening shall be at 3:00 p.m., May 18, 2006 *at 113 W. Beauregard, Second Floor of Edsel B. Raynor Building, Election Office, San Angelo, Texas*

II.

The Court hereby directs Roger D. Hepworth, on its behalf, to post a copy of this order at any places where election postings are normally made for the Veribest ISD, at least 24 hours before the opening of this box.

III.

The Court hereby directs Jeff Brasher, superintendent of schools to give a copy of this order to each trustee candidate who, are also each authorized to be present at the opening of this box in the counting of these ballots if they desire.



ORDERED, this 17 day of May, 2006.

Basil Woodfin
PRESIDING JUDGE

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS COUNTY OF TOM GREEN

I hereby certify that the above is a true & correct copy of the original record on file in my office.

Sheri Woodfin, District Clerk Tom Green, Texas

Attest:

MAY 17 2006

By

Deputy

Natalie Rodriguez

VOL.

84

PG.

637



True & correct copy of a
document on file at
Tom Green County, Texas
Sheri Woodfin, District Clerk
Page 2 of 2

CAUSE NO. B-06-0782-C

COPY

IN RE: VERIBEST ELECTION

§
§
§

IN THE 119th DISTRICT COURT
OF TOM GREEN COUNTY

PETITION TO OPEN CONTENTS OF VOTING BOXES

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Veribest Independent School District ("Veribest ISD") by and through its Board of Trustees and its Board President, Vance Langford, the presiding official of the Veribest ISD canvassing authority, Petitioner and would respectfully show unto the Court the following:

FILED FOR RECORD
2006 MAY 17 PM 1:11
SHERI WOODRUFF, CLERK
TOM GREEN COUNTY, TEXAS

I.

After the election for school board trustee held on May 13, 2006, an error in tabulating vote counts was made. These votes were tabulated by the county ballot board. Three trustee positions were open. Each voter was able to vote for one, two or three candidates for those positions. The top three vote getters would be elected to the positions.

II.

Through a misunderstanding of the law, the ballot board counting the votes only counted ballots which had three votes cast. There were ballots cast that only contained two votes or one vote (undervotes), and these were erroneously not counted.

III.

Veribest ISD and its board president petition this Court to sign the attached order allowing the ballot board to open the contents of the voting boxes and count the erroneously rejected ballots and then add those totals to the previously tallied totals to come up with the

correct and true results of the election. The board is scheduled to meet on Thursday, May 18, 2006 at 3:00 p.m.

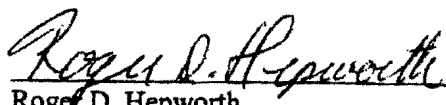
IV.

Election Code §66.059 gives judges authority to enter orders to open boxes to retrieve erroneously deposited items. According to the legal counsel at the Secretary of State's Office, Elections Division, this section has been used frequently throughout the state to order opening of boxes to fix errors such as this as well. If the Court desires to contact her, this has been discussed with Elizabeth Winn who is at phone number (512) 463-5650 who has been working on this matter and is aware of the problem.

WHEREFORE, PREMISES CONSIDERED, Veribest ISD petitions this Court to enter the attached order which would allow the ballot board election officials to open the boxes and count the erroneously rejected ballots.

Respectfully submitted,

HENSLEE, FOWLER, HEPWORTH
& SCHWARTZ, LLP
816 Congress Avenue, Suite 800
Austin, Texas 78701-2443
Telephone (512) 708-1804
Facsimile: (512) 780-9037

By: 
Roger D. Hepworth
State Bar No. 09498980

ATTORNEY FOR DEFENDANT VERIBEST
INDEPENDENT SCHOOL DISTRICT

Henslee, Fowler, Hepworth & Schwartz LLP
816 Congress Avenue, Suite 800
Austin, Texas 78701-2443
800-969-7444
TAX ID NUMBER 74-2761492

May 24, 2006

VERIBEST ISD
P.O. BOX 475
VERIBEST, TX. 76886-0475
ATTN: JEFF BRAZIER

Invoice #: 0
Billed through: May 20, 2006
Account #: 20190 00005

RE: ELECTION

PROFESSIONAL SERVICES

			Hours	Rate	Amount
RDH	05/16/2006		4.20	225.00	945.00
05/16/06	RDH	Telephone conference with superintendent re: election problem (.2); conduct legal research re: election law and possible recount to solve problem (1.3); Telephone conference with superintendent re: desire to do judge rather than get recount request by losing candidate (.2); conduct further research in Election Code for authority to ask judge to enter order and language for petition, call courts to see about getting judge, and further telephone conference with Elections Division of Secretary of State re: their involvement and advice (2.5)	4.20	\$225.00	\$945.00
RDH	05/17/2006		10.10	225.00	2,272.50
05/17/06	RDH	election - draft Petition for Court and proposed order, telephone conference with clerk, telephone conference with county election administrator re: hearing, telephone conference with superintendent, prepare correspondence to clerk and fax petition, request and obtain check for filing fees (1.7); travel to San Angelo (3.3); file petition, prepare witness and attend hearing with judge, obtain certified copy of order (.9); travel to Veribest and meet with superintendent (.8); return travel to Austin (3.4)	10.10	\$225.00	\$2,272.50
			14.30		\$3,217.50

20190 00005

Invoice # 0

Page 2

TIMEKEEPER SUMMARY

RDH	Hepworth, (RDH) Roger D.	14.30 hrs @ \$225.00 /hr	\$3,217.50
	Fee Recap Totals	14.30	\$3,217.50

EXPENSES

Amount

MISC	05/17/2006	\$207.00	
Vendor District Clerk, Tom Green County; Invoice # 20190-04			
05/17/06	MISC	Vendor District Clerk, Tom Green County; Invoice # 20190-04 Filing fees	\$207.00
TRAV	05/17/2006	\$184.62	
Vendor ROGER D. HEPWORTH; Invoice # 20190-05/reim			
05/17/06	TRAV	Vendor ROGER D. HEPWORTH; Invoice # 20190-05/reim; Travel expenses to San Angelo for Hearing with Court (mileage 405 @ .445; meal)	\$184.62
			\$391.62

EXPENSE SUMMARY

MISC	Miscellaneous	\$207.00
TRAV	Travel expenses	\$184.62
	Expense Recap Totals	\$391.62

RDH	14.30	225.00	3,217.50
	14.30		3,217.50

BILLING SUMMARY:

TOTAL FEES	\$3,217.50
TOTAL EXPENSES	\$391.62
TOTAL CHARGES FOR THIS BILL	\$3,609.12
TOTAL NOW DUE	\$3,609.12

ACCOUNTS RECEIVABLE AGING

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Please report any discrepancies or concerns
within 10 business days of receipt*

VOL. 84 PG. 641

VOL. 84 PG. 642

ORIGINAL
Sheri Woodfin, District Clerk
Tom Green County District Clerk
112 W. Beauregard
San Angelo, Texas 76903

CONTROL NO.
32462


Receipt # 48249	Charges:	CLK - CLERK'S FEES	50.00
Cause # B-06-0782-C		CCC-CIVIL - STATE CIVIL	50.00
		CRTRPT - COURT REPORTER	15.00
		LAW - LAW LIBRARY	35.00
		CHS - COURTHOUSE SECURITY FEE	5.00
		RMP - RECORDS MGMT & PRESERV.	5.00
		RMP-DC - RECORDS MANAGEMENT	5.00
		SJPS.D - Support for the Judiciary Fund	37.00
		ACF-C - 3rd Court of Appeals Fee - District	5.00
Total: \$207.00 by CK		Total Chgs:	\$207.00
		Total Paid:	\$207.00

PAYEE:
Hepworth, Roger D.
816 Congress Avenue, Suite
Austin, Texas 78701-2443

33393
Date Received: 05/17/2006
Issued by: NATALIER

**Crime Victim Services
Grant Adjustment Request Form 2006-104**

Grantee:	Tom Green County Sheriff's Office			Contact Person & Contact Phone #:	Rita Guthrie 325-658-3921
Grant Number:	06-02720			Grant Type:	OVAG <input checked="" type="checkbox"/> VCLG <input type="checkbox"/> SAPCS <input type="checkbox"/>
FY 2006: September 1, 2005 - August 31, 2006					
Category	Column - 1 Current Budget FY2006	Column - 2 Requested Change (+/-)	Column - 3 Proposed Total FY2006 Budget	Reason for Request	
Personnel	33,386	0	33,386	Reduce funding for the assistant program director by \$2,103 and add to the assistant coordinator line item. <i>Assistant program director position will be eliminated.</i>	
Fringe	10,262	0	10,262		
Professional/Consultant	0	0	0		
Travel	2,018	0	2,018		
Equipment	0	0	0		
Supplies	1,000	0	1,000		
Other DOE	1,840	0	1,840	Need to add line item for vehicle fuel and repairs at \$300 of the category total by reducing the emergency funds line item. This was previously paid by another funding source which is no longer available.	
Total	48,506	0	48,506		

Requested By: 	OAG-CVSD Reviewed/Approved by:	OAG Use Only
Mike Brown, County Judge		
6/20/06		
Authorized Signature (Please Type Name & Title)	OAG-CVSD	
(Date)	(Date)	

TEXAS ELECTRONIC FRAMEWORK
STANDARD SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "**Agreement**") is between BearingPoint, Inc. ("**BearingPoint**") and Tom Green County ("**Government Entity**"), a local government entity within the State of Texas. BearingPoint and Government Entity may be referred to each as a "**Party**", or collectively as "**Parties**", herein.

WHEREAS, the Texas Electronic Framework ("**TEF**") is a framework constructed pursuant to the Texas Electronic Framework Agreement, as renewed and amended (hereinafter called the "**Master Contract**") between the Texas Department of Information Resources (DIR) and KPMG Consulting L.L.C.(predecessor-in-interest to BearingPoint").

WHEREAS, "**TexasOnline**" is the name of the primary Web site for TEF and for hosted applications of state agencies and local governments electing to use the hosting services.

WHEREAS, "**Electronic Payment**" or "**ePay**" is the name of the Payment Services and Web site that is used by Texas Online participants for e-commerce transactions.

WHEREAS, this Agreement applies to BearingPoint providing eFiling services on TexasOnline (the "**Services**") to Government Entity.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following.

1. Master Contract

The Parties acknowledge and agree that the terms and conditions of the Master Contract applicable to Government Entities, as well as specific sections of the Master Contract referenced in this Agreement, are incorporated herein by this reference and shall apply with full force and effect to the provision of Services under this Agreement by BearingPoint to Government Entity. No other terms of the Master Contract shall apply to the provision of the Services hereunder as between BearingPoint and Government Entity. Capitalized terms not defined herein shall have the same meaning ascribed to them as in the Master Contract.

2. Authority Approval

Government Entity acknowledges that in order for BearingPoint to provide Services pursuant to this Agreement, the Department of Information Resources Board ("**Board**") must approve placing at least one of Government Entity's applications for inclusion on TexasOnline. A list of available applications using Services under this agreement is included in Exhibit A – Applications, Services and Fee Schedules.

3. Privacy and Security

Section IX, Privacy and Security, of the Master Contract is incorporated herein by reference; BearingPoint's obligations set forth in Section IX of the Master Agreement shall apply with respect to Government Entity.

4. Government Entity Security

BearingPoint will not be liable for issues caused by Government entity's failure to secure software, hardware, and data or failure to comply with the state mandated policies and procedures.

5. Services

All Services to be provided by BearingPoint to Government Entity under this Agreement are set out in Exhibit A.

6. Limited Warranty by BearingPoint

BEARINGPOINT WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. GOVERNMENT ENTITY SHALL PROVIDE WRITTEN NOTICE OF ANY SERVICE WHICH IT BELIEVES IS NOT PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT SHALL REPERFORM ANY SERVICES WHICH ARE DETERMINED TO NOT HAVE BEEN PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees

For the Services to be provided to the Government Entity as outlined in Exhibit A, BearingPoint is entitled to the fees set out in Exhibit A. The convenience fee amounts will be clearly stated to the user. Users will give explicit confirmation that they have agreed to pay the fees. No fees are due to BearingPoint by the Government Entity.

8. Modifications to Fees and Services

This agreement can be modified for the addition of both Services and fees based on mutual agreement in writing of BearingPoint and Government Entity.

9. Government Entity Obligations

9.1. Government Entity shall provide a contact number for the application(s) on an 8:00 a.m. - 5:00 p.m. CT basis to receive 1st and 2nd level inquiries received by the Customer Information Center.

9.2. Government Entity and BearingPoint agree to cooperate in performance of their obligations under this Agreement.

9.3. Government Entity and BearingPoint agree that they shall comply with the privacy statements, which are displayed on the TexasOnline site, and with all applicable laws related to information received from or distributed to individuals using the Services.

9.4. Government Entity shall provide access to information and systems as BearingPoint deems necessary to assist BearingPoint in performing its obligations hereunder.

9.5. No later than 60 days prior to implementation, the Government Entity must provide to BearingPoint banking information for all required financial accounts including, but not limited to:

- Government Entity Financial Contact Name
- Government Entity Financial Mailing Address
- Government Entity Financial Contact Title
- Government Entity Financial Contact Telephone Number
- Government Entity Financial Contact email Address
- Government Entity Bank Name(s)
- Government Entity ABA Number(s)
- Government Entity Bank Account Number(s)
- Government Entity Bank Contact Name
- Government Entity Bank Contact Phone Number
- Government Entity Bank Address
- Voided Check or Bank Letter on Government Entity's Bank's Letterhead

The required information is subject to change according to what is necessary to correctly process fees and disburse payments to the Government Entity. BearingPoint shall maintain such banking information confidential and in a secure location and shall not utilize the information for any purposes whatsoever, other than consistent with the terms of this Agreement.

9.6. Government Entity shall at all times be responsible for the back-up and preservation of any data within Government Entity's control which does not reside on TexasOnline Web site or electronic payment Web site.

9.7. Government Entity shall notify BearingPoint within 4 hours that the Government Entity's system is down or otherwise unable to electronically receive documents if the failure occurs Monday through Friday 8:00 AM until 5:00 PM. If the failure occurs at any other time notifications shall be made the next business day within four hours.

9.8. Proposals for new applications and services may be developed by either BearingPoint or Government Entity and submitted to the Authority for approval and inclusion for TexasOnline. Government Entity acknowledges that developing new applications and services is essential to TexasOnline becoming and remaining successful.

9.9. Government Entity shall check and accept or reject all filings at least once during hours of operation.

9.10. Government Entity shall check and accept or reject all filings at least once during hours of operation.

9.11. Government Entity is responsible to test the functionality and performance of all Government Entity produced and maintained applications and interfaces to TexasOnline. Notwithstanding anything to the contrary in this Agreement, both parties agree to one forty-five (45) day initial Pilot Phase beginning on inception of service during which time Government Entity will evaluate the Services and test for performance and reliability of Service toward its purpose as understood by both parties. If the Government Entity is dissatisfied as to the performance of the Services during the initial Pilot Phase, BearingPoint shall have thirty (30) days from receipt of notice of Government Entity's dissatisfaction to make changes as necessary, to the satisfaction of the Government Entity.

9.12. Government Entity is responsible to perform user acceptance testing of the TexasOnline eFiling Services and enhancements.

9.13. Government Entity is responsible to train staff on profile, intake functions and financial reconciliation functions related to the Services.

9.14. Government Entity accepts the responsibility to maintain an accurate profile as required with respect to the Services, including an accurate fee schedule. Government entity agrees to accept any filing and fee that is calculated from information provided in the clerk maintained profile. Any conflict that arises due to the failure of the Government Entity to provide accurate profile information, including accurate fee information is the sole responsibility of the Government Entity.

9.15. Government Entity shall provide a hyperlink to the TexasOnline home page from the Government Entity's home page as well as display the TexasOnline logo on the Government Entity's home page. Government Entity will maintain the hyperlink to TexasOnline and make appropriate changes in the URL as requested by TexasOnline.

9.16. Government Entity shall support BearingPoint efforts to upgrade the TexasOnline environment Operating System, Application Server Software, Web Server Software, and Hardware on Government Entity environments, as hosted by BearingPoint.

9.17. Government Entity is responsible for any reasonable costs related to the development of an automated interface application that would process data available from eFiling into Government Entity Systems, subject to prior written approval by Government Entity.

9.18 In the event the Government Entity publishes information about the Services available that are hosted by TexasOnline, then the following language shall also appear: "In affiliation with www.TexasOnline.com."

9.19 Government Entity shall be responsible for receipt (when the filing is available for access on the TexasOnline browser) of any filings made on TexasOnline.

9.20 If Government Entity chooses to charge a convenience fee then Government Entity must give BearingPoint sixty (60) days prior written notice of the fee or change in the fee. BearingPoint will

submit fee change requests to the Department of Information Resources Board for approval. If approved, such fee changes will be implemented thirty (30) days from approval.

9.21 Not later than 30 calendar days after the effective date of this agreement, Government Entity shall provide BearingPoint with historical filing statistics in those courts in order to enable BearingPoint to increase the use of electronic filing and electronic service. The statistics shall include, for the preceding 12-month period, the names of each attorney who has filed documents in the specified courts, the total number of documents filed by the attorney, the attorney's firm name, and the attorney's full mailing address and phone number. Government Entity shall provide the information in electronic format.

10. Performance and Availability

BearingPoint will provide the Services at the following service levels (the "**Service Level(s)**" or "**SLA(s)**"). BearingPoint will provide page loading time to the user (measured at the Web server) on an average of 5 seconds. Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. Submission of the filing by the filer is exempted from the average page loading time commitment.

BearingPoint will provide up-time and availability of the TexasOnline network and Electronic Payment System of 98.5%. This Service Level will be measured monthly. The following will not be included in BearingPoint's up-time and availability computation:

- 1) Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of 72 hours of advance notice to the Department of Information Resources, and shall occur only during non-peak hours unless otherwise agreed by the Parties. If less than 72 hours notice is provided or the Department of Information Resources does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time for the purpose of this SLA. Upon receipt of DIR approval, BearingPoint will notify Government Entity of all scheduled and planned outages.
- 2) Government Entity may at its own discretion request an outage with respect to Services, which will not be considered down-time for the purpose of this SLA.
- 3) Any Framework systems or components that are not owned, controlled or contracted by BearingPoint that fail and result in an outage, will not be down-time for the purpose of this SLA, unless the cause of the failure can be shown to have been a result of BearingPoint's negligence or malfeasance.
- 4) Service outages caused by Government Entity application code failure or failure of Government Entity maintained portions of the application or infrastructure.
- 5) Any downtime that exists as a result of a Government Entity network infrastructure failure will not be considered downtime for the purposes of this SLA.

- 6) BearingPoint reserves the right to restrict the size of eFiling attached documents in order to preserve performance commitments.
- 7) If for any reason, TexasOnline or BearingPoint are unable to electronically transmit a document to the Government Entity, then BearingPoint will deliver the document to the Government Entity in some other manner by 5 p.m. on the first business day following receipt of confirmation from Government Entity of the failure to electronically receive or transmit the documents.

11. Effective Date; Renewal

This Agreement is effective upon execution by representatives of BearingPoint and Government Entity and expires three years after execution of the contract. Thereafter, the agreement shall renew automatically for one year increments, unless either party gives ninety-days written notice that it is terminating the Agreement. Termination of the Master Agreement will not terminate this Agreement unless both parties agree to such termination.

Government Entity agrees and acknowledges that the terms of the Master Contract related to force majeure, confidentiality, and limitations on damages are hereby incorporated by this reference and shall apply to this Agreement, and Government Entity shall be bound by the responsibilities for any governmental unit within the State of Texas with regard to such provisions.

Any terms contained in this Agreement, which conflict with or are in violation of Texas law, are void regardless of whether Government Entity accepts such terms or is deemed to have accepted such terms.

12. General Terms

12.1. No Waiver. No provision of this agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Government Entity, as a local government entity within the State of Texas, or otherwise available to Government Entity. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either party will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

12.2. Entire Agreement; Conflicts. Except as expressly provided otherwise herein, this Agreement will represent the entire agreement by and between Government Entity and BearingPoint regarding the subject matter of this Agreement. This Agreement may not be changed or amended except by the mutual written agreement of the parties. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Contract, the terms and conditions of this Agreement shall govern.

12.3. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Texas. Venue shall be in Tom Green County, Texas.

12.4. Severability. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the

remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

12.5. Amendments. This Agreement may be amended only upon written agreement between Government Entity and BearingPoint, but in no case will this Agreement be amended so as to make it conflict with the laws of the State of Texas.

12.6. Assignments. Neither Government Entity nor BearingPoint may assign or transfer this Agreement without the written consent of the other, which consent will not be unreasonably withheld, except that upon written notice to Government Entity, BearingPoint may assign this Agreement without Government Entity's consent to any entity that BearingPoint controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of BearingPoint whether by consolidation, merger, sale or otherwise (such as a spin-off of BearingPoint).

12.7. Partially Completed Work. Section IV. Ownership of Intellectual Property; Indemnification in the Master Contract is incorporated herein by reference and shall apply to work product created by BearingPoint pursuant to this Agreement

12.8. Independent Contractor. BearingPoint shall serve as an independent contractor in providing Services under this Agreement. BearingPoint's employees are not and shall not be construed as employees of Government Entity.

12.9. Limitation on Authority; No Other Obligations. BearingPoint shall have no authority to act for or on behalf of Government Entity except as provided for in this Agreement and the Master Contract; no other authority, power or use is granted or implied. BearingPoint may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Government Entity other than those incurred in performance of this Agreement and the Master Contract.

12.10. Supporting Documents; Inspection of Records. Section XIII. Right to Audit of the Master Contract is incorporated herein by this reference. BearingPoint's obligations set forth in Section XIII of the Master Agreement shall also apply with respect to Government Entity. In addition to the requirements of Section XIII. Right to Audit of the Master Contract, BearingPoint shall maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents shall be maintained and retained by BearingPoint for a period of two (2) years after the date of submission of the final invoices.

12.11. No Conflicts. BearingPoint represents and warrants that BearingPoint, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Government Entity under this Agreement and that BearingPoint's provision of Services under this Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

12.12. Financial Interests; Gifts. BearingPoint represents and warrants that neither BearingPoint nor any person or entity, which will participate financially in this Agreement, has received compensation from Government Entity for participation in preparation of specifications for this Agreement. BearingPoint represents and warrants that it has not given, offered to give, and does not

intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement..

BearingPoint is subject to audit by Government Entity during the term of this contract and within two years of the termination of this contract, and thereafter as provided by law, to determine that Services were proper and the billings were correct.

12.15 Notices. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BEARINGPOINT
Attention: Gary Miglicco
301 Congress Ave., Suite 1300
Austin, Texas 78701

with a copy to:

BEARINGPOINT
Attention: Office of General Counsel
1676 International Drive
McLean, Virginia 22102

If to Government Entity:

County Judge
Tom Green County
122 West Harris
San Angelo, Texas 76903-5877

With a copy to:

13. Separate Deposit Accounts; Losses. Any fees specifically related to a legal filing and corresponding services including but not limited to citation, service of process and copy charges, are transferred via ACH to the appropriate Government Entity financial account(s) by the credit card or ACH processor upon fund capture. BearingPoint is responsible for normal processing fees associated with these accounts; however, Government Entity agrees that it shall be liable for any refunds, chargebacks, and additional fees or expenses associated with this payment collection.

14. Termination.

14.1 In the event that either party fails to carry out or comply with any of the material terms and conditions of this Agreement, the other party may notify the breaching party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching party fails to remedy such failure or default within thirty (30) days of receiving written notice, the other party shall have the right to cancel this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Government Entity shall not have the right to cancel this Agreement if BearingPoint's failure or inability to comply with the terms and conditions of this Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Government Entity to provide the support and assistance that BearingPoint requires from Government Entity to perform its obligations under this Agreement, and which Government Entity previously agreed to provide to BearingPoint. If Government Entity does not provide BearingPoint with the requisite level or amount of support, for whatever reason, BearingPoint will, upon receipt of the Authority's approval, be entitled, but not obligated, to suspend or cancel any further work on the particular Services for which adequate support is not available, and focus its efforts on other Services.

14.2 Either BearingPoint or Government Entity may terminate this Agreement without cause at any time upon ninety (90) days prior written notice.

14.3 Government Entity may elect to continue to utilize BearingPoint's Services under this Agreement even if the Master Contract expires or terminates.

15. Indemnification and Release of Liability

BearingPoint will indemnify, defend and hold harmless Government Entity against any action or claim brought against the Government Entity to the extent that it is based upon a claim that the Software infringes any U.S. patent rights, or incorporates any misappropriated trade secrets (a "Claim"). BearingPoint will pay any damages attributable to such Claim that are awarded against the Government Entity in a judgment or settlement approved in advance by BearingPoint provided that the Government Entity: (i) promptly notifies BearingPoint in writing of the Claim; (ii) grants BearingPoint sole control of the defense and settlement of the claims through the Government Entity; and (iii) provides BearingPoint with all reasonable assistance, information, and authority required for the defense and settlement of the Claim. If Government Entity's use of any of the Software hereunder becomes subject to a Claim, or in BearingPoint's opinion is likely to become subject to a Claim, BearingPoint may, at its sole option and expense; (i) procure for Government Entity the right to continue using the Software under the terms of this Agreement; (ii) replace or modify such Software so that it is non-infringing; or if options (i) and (ii) above cannot be accomplished despite BearingPoint's good faith efforts, then BearingPoint may terminate this Agreement by complying with the notice requirements in V. (b) of the Master Contract, and the continued operation requirements of paragraph XI.(a) of the Master Contract to the extent that it can continue to be operated or maintained without further infringement.

THE PROVISIONS OF THIS PARAGRAPH 15 SET FORTH BEARINGPOINT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND THE GOVERNMENT ENTITY'S SOLE AND

EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF U.S. PATENT RIGHTS, U.S. COPYRIGHT RIGHTS, OR TRADE SECRET RIGHTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT BEARINGPOINT'S OBLIGATION TO INDEMNIFY THE GOVERNMENT ENTITY UNDER THIS PARAGRAPH DOES NOT APPLY TO CLAIMS OF INFRINGEMENT OF FOREIGN INTELLECTUAL PROPERTY RIGHTS.

BEARINGPOINT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY GOVERNMENT ENTITY OR BY ANY ASSIGNEE OR OTHER TRANSFEREE OF, OR THIRD PARTY CLAIMING RIGHTS DERIVED FROM GOVERNMENT ENTITY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BEARINGPOINT'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE NET REVENUES ALLOCATED TO BEARINGPOINT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM. THIS LIMITATION SHALL NOT APPLY TO: (1) ANY MONETARY PENALTIES SPECIFIED IN THIS AGREEMENT, PROVIDED THE AMOUNT OF MONETARY PENALTIES HEREUNDER SHALL NOT EXCEED \$10,000 PER INCIDENT OR \$100,000 PER GOVERNMENT ENTITY FISCAL YEAR; OR (2) INTELLECTUAL PROPERTY INDEMNIFICATION DESCRIBED IN PARAGRAPH 15 OF THIS AGREEMENT, PROVIDED THE AMOUNT OF BEARINGPOINT'S COSTS RELATED TO SUCH INDEMNIFICATION SHALL NOT EXCEED \$250,000.00, THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

16. Dispute Resolution


If a dispute seeking money damages is identified by Government Entity or BearingPoint, dispute resolution will follow the procedures outlined in Section XVII of the Master Contract (which is incorporated herein by this reference), which references Chapter 2260 of the Texas Government Code. Any issue that is not resolved in a timely manner may be taken to the Authority for resolution by either Party.

AGREED AND ACCEPTED:

BearingPoint, Inc.:

County:

By: _____
Name: Gary Miglicco
Title: Vice President
Date: _____

By: 
Name: Michael D. Brown
Title: County Judge, Tom Green County
Date: 6-20-06

Attest:

Exhibit A – Applications, Services and Fee Schedules

List of BearingPoint Application(s) Supported in Association with the Services

- 1. Electronic Filing Manager (EFM) Application**
 - a. Court Intake Application**
 - b. Court Profile**
 - c. Court Registration**
 - d. Filer Registration**
 - e. Payment Services**
- 2. Standard XML Interface**

List of Services Provided Under Agreement

- 1. Electronic Payments System Credit Card Authorization Services/Settlement Services**
 - a. BearingPoint will provide authorization and settlement transaction services for credit cards. Visa and MasterCard transactions will be processed and settled by the credit card processor through the Government Entity Merchant Agreement.
 - b. The processor will transfer all eFiling funds to the appropriate Government Entity bank account based on agreements between the processor and the State. BearingPoint is not responsible for actual fund transfers. The processor will transfer all EFM convenience fee funds to a BearingPoint bank account.
- 2. Electronic Payments Chargeback Services**
 - a. BearingPoint will develop and provide the procedures for Government Entity to follow to process chargebacks for applicable credit card transactions should they occur.
- 3. Filing Purge Services**
 - a. Government Entity will check and accept or reject all filings on at least a daily basis. BearingPoint will purge all filings 10 days after the Government Entity acts on the filing by accepting or rejecting the filing. All filings will be purged not later than 30 days after they are submitted by the filer.
- 4. Customer Information Center Services for Government Entity applications**
 - a. BearingPoint will provide first level customer support for the Government Entity applications through the TexasOnline CIC. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that cannot be answered by a first level technician will be forwarded either to the Government Entity contact or level two support for resolution.
 - b. A live call center operation will handle user phone calls 7:00 am to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.

- c. First and second-level support is limited to technical support regarding the TexasOnline network or availability and application functionality. Government Entity business questions or filing rules, as they pertain to eFiling, are the responsibility of the Government Entity. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. The customer will be referred appropriately.
- 5. Customer Information Center Services for Electronic Payments transaction services**
- a. BearingPoint will provide first – third level customer support through the TexasOnline CIC for the Payment transactions processed through the Electronic Payments system. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. Questions that require the Electronic Payments System investigation or response will be forwarded to the Electronic Payments Customer Support areas.
 - b. A live call center operation will handle user phone calls 7:00 a.m. to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.
- 6. TexasOnline Hosting and Application Service Provider (ASP) Services**
- a. Services provided by BearingPoint include all services related to the hosting of eFiling applications including:
 - 1) Application design
 - 2) Database design and setup
 - 3) Standard interface design to meet the statewide Court Filing standard.
 - 4) Interface design for exchange between TexasOnline and the Electronic Payments System
 - 5) Support secure communication standards between TexasOnline and Government Entity
 - 6) Application development and testing
 - 7) Page and form development
 - 8) Continued application enhancements and modifications
 - 9) Applications support and maintenance
- 7. TexasOnline Training**
- a. BearingPoint will provide training support documentation on the appropriate use of the TexasOnline EFM.
- 8. Strategic Outreach**
- a. Services provided by BearingPoint include the following strategic outreach services:
 - 1) Provide a *sample* communication plan for the Government Entity; and
 - 2) If appropriate, consider the possibility of a joint marketing program and/or expenditure with the Government Entity.
- 9. Physical Environment Management**
- (a) BearingPoint will provide physical security and access management, protected power supply, air conditioning and fire suppression through the West Texas Disaster Recovery Operations Center (WTDROC).

10. Network Infrastructure Management

- (a) BearingPoint will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the TexasOnline EFM located at WTDROC. BearingPoint will manage all the TexasOnline EFM resources necessary to get users to Government Entity's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.

11. Hardware Management

- (a) BearingPoint will provide Hardware Installation, Hardware Management and support for TexasOnline EFM components located at WTDROC. BearingPoint will install and maintain TexasOnline EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.

12. Operating System Administration

- (a) BearingPoint will provide Operating System Software installation, configuration, optimization, and support for TexasOnline EFM components located at WTDROC. BearingPoint will create the underlying TexasOnline environment and work with Government Entity to ensure that systems are configured and tuned appropriately to support the needs of Government Entity applications.

Fee Schedule

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	Convenience Fee
Electronic Filing Manager Court Intake Services	\$ 4.00 TexasOnline \$2.00 County
Cost Recovery on all Credit Card transactions	based on the credit card type and starting at 2.25% the first year.

BearingPoint will pay \$2.00 for each accepted e-filing to Government Entity on a monthly basis, the fee for cost recovery as approved by the Department of Information Resources Board.

§ 2054.111. USE OF TEXASONLINE PROJECT. (a) In this section, "local government" and "project" have the meanings assigned by Section 2054.251.

(b) A state agency shall consider using the project for agency services provided on the Internet, including:

- (1) financial transactions;
- (2) applications for licenses, permits, registrations, and other related documents from the public;
- (3) electronic signatures; and
- (4) any other applications that require security.

(c) If a state agency chooses not to use the project under Subsection (b), the agency must provide documentation to the department that shows the services and security required by the agency. The department shall prescribe the documentation required.

(d) A state agency that uses the project shall comply with rules adopted by the department, including any rules regarding:

- (1) the appearance of the agency's Internet site and the ease with which the site can be used;
- (2) the use of the project seal; and
- (3) marketing efforts under Subsection (g).

(e) A state agency or local government that uses the project may charge a fee under Subchapter I if:

- (1) the fee is necessary to recover the actual costs directly and reasonably incurred by the agency or local government because of the project for:

- (A) the use of electronic payment methods; or
- (B) interfacing with other information technology systems;

(2) the fee does not include an amount to recover state agency or local government employee costs;

(3) the state agency or local government approves the amount of the fee using the state agency's or local government's standard approval process for fee increases;

(4) the chief financial officer for the state agency or local government certifies that the amount of the fee is necessary to recover the actual costs incurred because of the project; and

(5) the department approves the amount of the fee.

(f) A local government may not charge a fee under Subsection (e) that is otherwise prohibited under Section 195.006 or 195.007, Local Government Code.

(g) A state agency that uses the project shall assist the department with marketing efforts regarding the use of the project.

Added by Acts 2001, 77th Leg., ch. 342, § 5, eff. May 26, 2001.
Amended by Acts 2003, 78th Leg., ch. 70, § 1, eff. May 16, 2003;
Acts 2003, 78th Leg., ch. 1216, § 1, eff. June 20, 2003; Acts
2005, 79th Leg., ch. 1260, § 1, eff. June 18, 2005; Acts 2005,
79th Leg., ch. 1292, § 1, eff. June 18, 2005.



OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

**Texas VINE
Annual Maintenance
GRANT CONTRACT
Fiscal Year 2007**

Tom Green County

ANNUAL MAINTENANCE GRANT CONTRACT

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

NOW, THEREFORE, in consideration of the covenants, agreements and conditions herein contained, the Parties agree as follows:

1. PURPOSE; CONSTRUCTION OF AGREEMENT

1.1 Purpose.

The purpose of this Agreement is to reimburse COUNTY for certain cost incurred in the participation in the Texas Statewide Crime Victim Notification Service (SAVNS) for the jail and courts.

To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for services delivered to COUNTY by the vendor certified by the OAG to provide such standard statewide services. The certification and the certification process are documented in that certain document dated January 13, 2006, entitled: Vendor Certification for the Statewide Automated Victim Notification Service (SAVNS). This document is hereinafter referred to as the 'Certification' and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas (hereinafter 'Certified Vendor').

This Agreement documents the requirements, conditions, obligations, limitations, and other terms for COUNTY to be eligible for cost reimbursement by the OAG.

1.2 Construction of Agreement. The provisions of this Section 1 are intended to be a general introduction to this Agreement, and to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed consistent with the objectives, expectations and purposes stated in this Section 1. All Exhibits and Schedules attached hereto are hereby incorporated by reference herein in their entirety for all purposes.

2. COUNTY OBLIGATIONS

2.1 Services Contract. COUNTY will execute or amend, as appropriate, a Services Contract with the Certified Vendor to provide services consistent with the Certification document. The COUNTY Services Contract will include terms and conditions that are intended to provide COUNTY such rights and remedies as are necessary to ensure the delivery of the services in accordance with the **Scope of Services** section herein. For the convenience of COUNTY, a template Services Contract may be made available to COUNTY. The OAG is not acting as an attorney for COUNTY, therefore COUNTY is advised to have attorneys of its choice to review and modify the template Services Contract to protect the interest of COUNTY and to assure that the services will be delivered according the Certification document.

2.2 Maintenance. COUNTY agrees to maintain the services in a manner consistent with the Scope of Services and the COUNTY Maintenance Plan.

2.3 Maintenance Plan. By October 30, 2006 COUNTY shall send a copy of the COUNTY Maintenance

Plan to the OAG that at a minimum is designed to:

1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
2. Verify the Certified Vendor's performance according to COUNTY Services Contract;
3. Satisfactorily discharge such COUNTY obligations as described in the COUNTY Services Contract; and
4. Identify and commit of staff resources and equipment necessary to maintain the services as further described herein.

2.4 Monitoring of Services; Statewide Stakeholders. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3. SCOPE OF SERVICES

3.1 Statewide Deliverables. The services are described by two sets of documents: (1) the Statewide Deliverables, and (2) COUNTY Deliverables. The Statewide Deliverables describe the services and structure of the victim notification system on a statewide basis. The Statewide Deliverables may be modified from time to time by the OAG upon the recommendation of the Statewide Stakeholders Committee. The Statewide Deliverables include:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

The Statewide Deliverables are incorporated herein by reference. Upon request to the OAG, a copy of these deliverables will be made available.

3.2 COUNTY Deliverables. COUNTY Deliverables reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY (COUNTY Deliverables). COUNTY Deliverables include:

C-02	County Implementation Plan
C-03	County Infrastructure

C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

COUNTY will implement these deliverables through the COUNTY Services Contract. After these deliverables are completed and approved by COUNTY, these COUNTY Deliverable are incorporated herein by reference. Upon request to the OAG, a copy of these deliverables will be made available.

3.3 Service Levels. Certain standards and levels of performance to be provided by the Certified Vendor to COUNTY are described in the Statewide Deliverable S-11 Service Level Standards and the COUNTY Services Contract. Other standards and levels of performance are described in the other Statewide and COUNTY Deliverables. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. In addition to the requirements in the COUNTY Services Contract to inspect, monitor and verify the performances required of the Certified Vendor, COUNTY will:

1. Execute a Service Agreement with Appriss, the Texas SAVNS certified vendor, for the current State of Texas Fiscal Year.
2. Each month, inspect, monitor and verify the performances required within Section 4 of the Appriss Service Agreement and Sections 2 and 3 of the OAG Grant Contract.
3. Register for, verify, record and file at least eight information and notification events each month. Each of the tested events must include verification of jail and court data that is on production in COUNTY. At least three of those events must be notifications.
4. Verify that the County input data elements used by the Appriss system are entered accurately and in a timely manner. The standard to define whether the data is timely and accurate should be determined by the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor.
5. Establish the COUNTY VINE log for the purpose of recording all problems noted with the system, to whom the problem was referred, and when the problem was resolved.
6. Provide periodic written reports (forms provided by the OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
7. Identify an available twenty-four hour phone number for the Certified Vendor to access in order to review outage alarms that occur in COUNTY.
8. Allow on-site monitoring visits to be conducted by the OAG staff or its authorized representative.

The COUNTY Judge may delegate the responsibility for assuring these activities are accurately reported to the COUNTY Auditor or the person in COUNTY who assumes these independent responsibilities if other than the Auditor.

All correspondence, reports or notices shall be submitted to:

Attn.: Grants/Contracts Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

3.4 XML Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including but not limited to an XML extract) as requested by the OAG.

3.5 COUNTY Scope of Services Obligations. For the purpose of this Agreement, the requirements, duties and obligations contained in the Statewide Deliverables, COUNTY Deliverables, Service Levels and other requirements of this Section 3 are collectively referred to as the 'Scope of Work'. As a condition of reimbursement, COUNTY agrees to faithfully, timely and in a good and workman like manner implement and maintain the services in compliance with the Scope of Work.

4. REIMBURSEMENT

4.1 Maximum Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, for reimbursement of all expenses, if any, as set forth in this Agreement, and all liability arising out of any act or omission shall not exceed **THIRTY-ONE THOUSAND ONE HUNDRED and EIGHT and NO/100 (\$30,108) DOLLARS**. The Annual Maintenance Grant Contract Renewal Exhibit attached hereto and incorporated herein describes the period and type of services funded under this Annual Maintenance Grant Contract Exhibit. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OAG is void, without first executing a written amendment to this Agreement and specifically amending this section. The parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently stated in this Agreement.

The parties acknowledge, stipulate and agree that funding for this Agreement is subject to the actual receipt and availability of grant funds appropriated to the Office of the Attorney General and such funds are sufficient to satisfy all of the OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this Agreement or arising out of any performance pursuant to this Agreement. The parties further understand, acknowledge, stipulate and agree that the grant funds, if any, received from the Office of the Attorney General are limited by the term of each state biennium and by specific appropriation authority to the Office of the Attorney General for the subject matter of this Agreement.

4.2 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that: (1) reimbursement from grant funds is neither an entitlement nor a right; and (2) it may not be reimbursed for costs incurred during the grant term or expenses paid during or subsequent to the grant term unless COUNTY strictly complies with all terms, conditions, and provisions of this Agreement. COUNTY understands and agrees that it will not be reimbursed for the cost of vendor services provided or delivered before the commencement date of this contract.

4.3 Reimbursable Cost; Generally. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY, subject to the limitations in Section 4.1, for such actual, reasonable and necessary amounts expended in the performance of this Agreement. Only those costs allowable under applicable UGMS cost principles are eligible for reimbursement under this contract. COUNTY acknowledges that it is a sub-recipient of state pass-through funds from the Crime Victims Compensation Fund. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply:

<u>Cost Principles</u>	<u>Administrative Requirements</u>	<u>Audit Requirements</u>
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Government Code Chapter 783	Texas State Single Audit Circular

Copies of these documents referenced above will be provided to COUNTY by the OAG upon request and these documents are incorporated by reference as a part of this Agreement.

Before incurring any out-of-state travel expenses, COUNTY must obtain prior written authorization for that travel from the OAG.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period.

If COUNTY expends \$500,000 or more in state financial assistance during its fiscal year, it shall arrange for a single audit of that fiscal year. The audit must be conducted by an independent CPA and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities.

If COUNTY is expending less than \$500,000 in total state financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

For purposes of this Article, COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency (ies)" shall be expanded to read "Federal or State Grant Agency (ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

In procuring any audit services required by this contract and/or by law, COUNTY shall comply with applicable procurement statutes, as well as any requirements found in UGMS regarding such procurement.

COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. thirty (30) days after the issuance of the audit report;
- b. within nine (9) months after the end of the audited fiscal year for those counties whose fiscal year begins on or after October 1.

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant access to all program delivery sites to representatives of the State of Texas and/or the OAG.

4.4 Reimbursement; COUNTY Services Contract. Upon evidence of satisfactory compliance with the terms and conditions of this Agreement, the OAG will reimburse COUNTY such actual, reasonable and necessary amounts expended, subject to the limitations in Section 4.1, for the COUNTY Services Contract.

4.5 Advance Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG may provide limited, advance funding to COUNTY, if COUNTY justifies in writing that advance funding is required for implementation.

The OAG may provide advance funding to COUNTY in an amount equal to the annual maintenance cost no sooner than thirty (30) calendar days prior to the annual maintenance cost becoming due and payable under the COUNTY Services Contract

COUNTY must submit an invoice to the OAG specifically requesting an advance funding, the amount of the payment and the invoice must state the date annual maintenance cost is due and payable. COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before COUNTY needs to receive the funding.

The documentation necessary to support an advanced funding request includes: (1) a fully executed *County Services Contract* with the certified vendor for the time period covered by the advanced funding request; (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request; (3) an OAG form titled *Verification of Continuing Production*; (4) an invoice from the certified vendor for the time period covered by the advance funding request; (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*; and (6) a written justification explaining the need for advance funding.

5. Invoice for Reimbursable Cost

5.1 Form of Invoice. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Each invoice presented must include the OAG's contract number. The invoice must identify COUNTY's Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement is in regards to the Crime Victim Services Division, Victim Notification Services Grants. The invoice must be dated after the execution date of the OAG/COUNTY Annual Maintenance Grant Contract.

The invoices must be submitted to:

Attn.: Grants/Contracts Financial Management
Office of the Attorney General
Crime Victim Services Division, Mail Code 005
Post Office Box 12548

Austin, Texas 78711-2548

5.2 Timing of Invoice. COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Direct Deposit. COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing COUNTY with copies of reimbursement vouchers.

5.4 Excess Payments; Refund; Setoff. Payment under this Agreement will not foreclose the right of the OAG to recover excessive or unallowable payments from COUNTY. COUNTY shall refund to the OAG within thirty (30) calendar days from date of request any funds COUNTY claims and receives from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to COUNTY to offset any reimbursement made to COUNTY for any ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of COUNTY.

6. AGREEMENT TERM

6.1 Initial Term. This term of this Agreement shall commence on the final approval execution by the OAG and the delivery of this grant contract to COUNTY and unless terminated earlier as provided by another provision of this Agreement this Agreement will terminate August 31, 2007. The FY 2007 Annual Maintenance Grant Contract Renewal describes the period of services funded under this grant contract. No commitment of grant funds is permitted prior to the first day or subsequent to the last day of the Renewal Term. Nothing herein shall prevent the parties from revising the term of this Agreement by a written amendment.

6.2 Renewal Term. Subject to the availability of future grant funds for this Agreement, this Agreement may be renewed for an additional period(s) to coincide with the term of future appropriations for the purposes of this Agreement. Such renewal shall be by a written amendment and executed with the same formalities as this Agreement.

7. TERMINATION

7.1 Termination for Convenience; Refund. Either Party may, in its sole discretion, terminate this Agreement in whole or in part, upon thirty (30) calendar days notice to other party. In the event of a termination for convenience, the OAG shall not have any cost or liability to County for reimbursement after the effective date of the termination.

In the event COUNTY elects to terminate for convenience, COUNTY shall refund the amount of unearned grant funds, on a pro rata basis, to the OAG. COUNTY agrees to pay such amount within ninety (90) calendar days of the effective date of the COUNTY notice of termination.

7.2 Termination for Cause. In the event that COUNTY fails to perform its obligations according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OAG

may, upon written notice of default to COUNTY, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

7.3 Rights Upon Termination or Expiration. Upon termination of the Agreement, all work product, Deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this Agreement shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this Agreement.

8. Intellectual Property. COUNTY understands and agrees that where funds obtained under this Agreement may be used to produce original books, manuals, films, or other original material and intellectual property, COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved to the OAG, or state government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this Agreement.

COUNTY may publish at its expense the results of its contract performance if it first obtains prior OAG review of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from the OAG and the appropriate state grant, if applicable. At least three (3) copies of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided to the OAG free of charge.

9. AUDIT RIGHTS; RECORDS RETENTION

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this Agreement. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Agreement.

9.2 Records Retention. COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not

performed.

9.4 Access. COUNTY shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Agreement and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by the OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by the OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Agreement.

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at COUNTY's principal place of business and/or the location(s) of COUNTY's operations during COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse the OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to the OAG periodic status reports in accordance with the OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

10. Independent Contractor Status and General Liability Provision. COUNTY shall be deemed to be an independent contractor hereunder and shall not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG. All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of its subcontractors shall be considered to be solely the employees or agents of COUNTY or such subcontractor, and COUNTY shall be responsible for ensuring that there is payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

11. Publicity. COUNTY shall not use the OAG's name or refer to the other Party directly or indirectly in any media release or public announcement relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without consent from the OAG for each such use or release.

12. Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized personnel of the Parties for that express purpose. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration. Any attempted amendment or modification of this Agreement that does not comply with this Section will be deemed void.

13. Non-waiver. The failure of any party to insist upon strict performance of any of the terms or conditions

herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Agreement. No term or provision of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

14. Partial Invalidity. If any term or provision of this Agreement, or of any document incorporated herein by reference, is found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Entire Agreement. This Agreement reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

18. Governing Law; Venue. This Agreement is made and entered into in the State of Texas, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

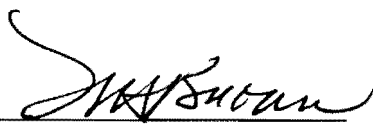
Except where state law establishes mandatory venue, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District and Austin Division, and to the extent permitted by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) COUNTY is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding.

19. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

Office of the Attorney General of Texas

Tom Green County, Texas

By: _____
Don Clemmer, Deputy Attorney General for
Criminal Justice

By: 
Michael D. Brown
County Judge

Date: _____

Date: 6-20-06

**FY 2007 Annual Maintenance
Grant Contract Renewal Exhibit
Automated Victim Notification Service
Tom Green County
September 1, 2006 to August 31, 2007
For: Jail and Courts**

Size: Large

Annual Maintenance Amount

The Office of the Attorney General will reimburse an annual maintenance amount for the Service Period above determined as follows:

Standard Jail Amount	Standard Courts Amount	Total Annual	Number of Months	Total Due
\$25,817	\$ 4,291	\$30,108	12	\$30,108

Renewal Requirements

The maximum the OAG will reimburse or advance COUNTY under this agreement for the time period indicated will not exceed the amount in the *Total Due* column noted above

To be considered for advance funding, please review subsection 4.5 in the *Annual Maintenance Grant Contract*. The documentation necessary to support an advanced funding request include: (1) a fully executed *County Services Agreement* with the certified vendor for the time period covered by the advanced funding request; (2) a fully executed *Annual Maintenance Grant Contract* for the time period covered by the advanced funding request; (3) an OAG form titled *Verification of Continuing Production*; (4) an invoice from the certified vendor for the time period covered by the advance funding request; (5) an invoice to the OAG that complies with the requirements of the *OAG Template Invoice*; and (6) a written justification explaining the need for advance funding.

DO NOT DETACH THIS DOCUMENT FROM THE GRANT CONTRACT

Annual Maintenance Renewal
Fiscal Year 2007