

**Tom Green County Commissioners' Court**  
**October 10<sup>th</sup>, 2006**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session October 10<sup>th</sup>, 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 Steve Floyd offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner Bookter moved to accept the Consent Agenda as presented: Commissioner Hoelscher seconded the motion. The following items were presented:**

**A. Approved the Minutes of the Regular Meetings from September 26<sup>th</sup>, 2006**

**B. Approved the Minutes of Accounts Allowable (Bills)**

from October 4<sup>th</sup> – 10<sup>th</sup>, 2006 in the amount of \$ 596,333.71. (Recorded with these Minutes.)

**Approved the Purchase Orders**

From October 2<sup>nd</sup> – 6<sup>th</sup>, 2006 in the amount of \$203,405.82

**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>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Glasscock, Tiffany L.	County Attorney	New Hire	10-02-06	S03	\$600.58 S/M	
Zaleski, Karel E.	Environmental Health	New Hire	10-02-06	S13	\$997.48 S/M	
Lara, Robert Jr.	Custodial Services	New Hire	10-03-06	S03	\$6.90/Hour	
Stephens, David M.	Library	New Hire	10-02-06	S01	\$6.26/Hour	
Mellas, Homer R.	Sheriff's Office	Rehire	10-01-06	L04	\$1210.73 S/M	
Lacy, Tina R.	Jail	New Hire	10-15-06	L01	\$997.48 S/M	
Gonzalez, Amanda L.	Juvenile Detention	New Hire	10-03-06	N/A	\$7.50/Hour	
Jackson, Stacye W.	Sheriff's Office	Salary Correction	10-01-06	L06	\$1433.70 S/M	
Baker, Mark E.	Sheriff's Office	Salary Correction	10-01-06	L05	\$1327.54 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>GRADE /STEP</u>	<u>SALARY</u>	<u>SUPP/CAR ALLOW</u>
Knepp, Leann B.	CSCD	Resignation	10-13-06	N/A	\$1307.05 S/M	

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

- D. Accepted the Indigent Health Care Monthly 105 Report of Expenditures for September 2006 as a matter of record. (Recorded with these Minutes.)
- E. Set October 27<sup>th</sup>, 2006 as the opening date for RFB 07-005 “New Model 2007 Full Size Vehicle.”
- F. Approved change order for RFP 06-018 “Courthouse Security Equipment” as presented.
- G. Set October 27, 2006 as the opening dated for RFB 07-003 “Janitorial Supplies and RFB 07-004 “Elevator Cylinder Replacement at the Court Street Annex.
- H. Accepted the County Clerk’s Collection Report for September 2006 in the amount of \$54,861.94 from 364 defendants, up from September 2005 \$51,814.10 from 350 defendants as a matter of record.
- I. Accepted the County Clerk’s Collection Report for FY 2006 in the amount of \$693,610.88 from 4,251 payments collected.
- J. Approved the sale of the following City Tax Trustee Properties:
  - 1. The south 90 feet of Lot 12, Block 34, Fairview Addition to Samuel and Elizabeth Delgado in the amount of \$2,200.00 (Tax90-0124B).
  - 2. .367 acre tract being Lot 2 of the Andrew D. Smith Subdivision to Robert and Laurinda Cardona in the amount of \$3,000.00 (B-01-0090-T).
- K. Approved request from Verizon Southwest to construct communication line(s) within the right-of-way of a County road(s) to bury copper cable along the south right-of-way of Door Key Lane to replace the existing damaged cable located 11.5 miles from US highway 277. Total length of buried cable will be 2000 feet and all cable and conduit will be placed at a minimum depth of 24 inches.
- L. Accepted the Fee Collection Report by Justice of the Peace Precinct #1 in the amount of \$16,916.00 from 163 defendants; from Precinct #2 in the amount of \$21,609.25 from 189 defendants; from Precinct #3 in the amount of \$21,841.15 from 320 defendants and from Precinct #4 in the amount of \$21,661.42 from 192 defendants. (Filed for Review in the County Clerk’s Office.)
- M. Approved the renewal of, County provided, employee life insurance with Madison Life.

The motion passed 5-0.

**5- 6. Commissioner Easingwood moved to approve the ½ day administrative leave for Fair Share Givers and 1 full day of administrative leave for Double Fair Share Givers to the United Way Campaign, as has been done in the past, as an incentive for participation. Commissioner Hoelscher seconded the motion. The motion passed 5-0.**

**7. Judge Brown moved to adopt the Proclamation for San Angelo Business and Professional (BPW) proclaiming October 15<sup>th</sup> – 21<sup>st</sup>, 2006 as National Business and Professional Women's Week. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

**11. Commissioner Bookter moved to approve the Normanville Section One Subdivision as presented. Commissioner Floyd seconded the motion. The motion passed 5-0.**

**12. Judge Brown moved to approve the Concho Valley Rural Transit District Contract with the Concho Valley Council of Governments. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

**8. Judge Brown moved to adopt the Proclamation Proclaiming the month of October as Domestic Violence Awareness Month in Tom Green County. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**

**9. Judge Brown moved to adopt the Proclamation Proclaiming the month of October as Czech Heritage Month in Tom Green County. Commissioner Easingwood seconded the motion. The motion passed 5-0.**

**10. Judge Brown appointed Commissioner Easingwood as the representative from Tom Green County Commissioners' Court to the Committee to make recommendations for the Establishment of Tax Increment and Reinvestment Zones for the City of San Angelo.**

**16. Judge Brown appointed Commissioners Bookter and Floyd to meet with the City department employees to discuss the possibility of the County assuming septic system inspections for the City of San Angelo.**

**13. Commissioner Floyd moved to approve the following changes in wording of the Tom Green County Safety Policy. Commissioner Easingwood seconded the motion.**

**The new wording for the Safety Policy will state that when an accident or incident occurs, the employee "...will file an 'Incident Report' with their supervisor as soon as possible, but no later than 24 hours after knowledge of the accident or incident." The motion passed 5-0.**

14. Commissioner Hoelscher moved to authorize the County Judge to enter into and execute agreement with the National Development Council and their respective agents as it relates to obtaining federal new market tax credits for the new library project, contingent on legal approval. Commissioner Bookter seconded the motion. The motion passed 5-0.
15. Commissioner Hoelscher moved to approve the reallocation of up to two million dollars in county reserves towards the Beacon to the Future Fund in order to obtain approximately two million dollars in new market tax credits for the new library project and said reserves will be repaid from the Beacon to the Future from pledges and donations that are paid in 2007 and 2008 until the amount advanced from the county reserves is repaid, subject to legal approval. Commissioner Easingwood seconded the motion. The motion passed 5-0.
17. Commissioner Easingwood asked to strike the acceptance of the Engineering Report until it is presented.
18. Judge Brown moved to designate the County Judge's Courtroom in the Justice Center as the temporary location of the Commissioners' Court during the renovation of the Commissioners' Courtroom in the Keys Building beginning after Court concludes on October 24, 2006 through November 13, 2006. Commissioner Easingwood seconded the motion. The motion carried 5-0.
19. There were no Committee Reports for the Library/former Hemphill Wells Building.
20. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. Commissioner Easingwood reported that the Engineering Report has not been received at this time. **No Action taken.**
21. There were no line item transfers.
22. Future Agenda Items:
  1. Location for Public Sales on foreclosures, etc.
  2. Adoption of Sheriff's security policy
23. Announcements:
  1. Chamber's Retreat.
24. Judge Brown Adjourned the meeting at 9:54 A.M.

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 October 10<sup>th</sup>, 2006.**

**I hereby set my hand and seal to this record October 10<sup>th</sup>, 2006.**

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

# Treasurers' Accounts Payable Report

Period of October 4, 2006 - October 10, 2006

Hand delivered Date: 10/06/06 Time: 1:30 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 and Treasurer's review. 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

95 - Operating Account for Detention Construction Funds  
BOND- Property Tax Budget Bond Issues Operating Account  
CE - Operating Account-Cafeteria Plan Trust-Employee Deductions  
CSCD- State Budget CSCD General Operating Account

FORT- Operating Account for Sheriff and DA Forfeiture Funds  
JUV- State Budget Juvenile Operating Account  
OPER - County Budget General Operating Account  
PC- Clearing account- Paychecks - Benefits-Deductions

\$595,893.71 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

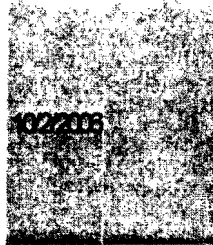
Payroll-Employee or Election Paychecks

\$440.00 Jury Checks

Voids-Month of

Miscellaneous

\$596,333.71 Grand Total



Submitted by

Dianna Spieker  
Dianna Spieker, County Treasurer

Prepared by

Monia Mata  
Deputy Treasurer

Approved in Commissioner's Court on

October 10, 2006

Mike Brown-County Judge

Ralph Hoelscher-Comm. Pct #1

Ralph Hoelscher

Karl Bookter-Comm. Pct #2

Karl Bookter

Steve Floyd-Comm. Pct #3

Steve Floyd

Richard Easingwood-Comm. Pct #4

Richard Easingwood, Jr.

84  
The City Of

# San Angelo, Texas

P.O. Box 1751 - Zip 76902



September 6, 2006

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

RE: Sale of Tax Foreclosure Property(s) – Lot 10, Block 3, Mineola Annex, Suit No. B-03-0103-T

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in March 2005 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

The size of the lot is 50' x 171' and is located at 720 W 15<sup>th</sup> Street.

The City has received an offer for the property from Juan & Veronica Ramos in the amount of \$ 929.00 for the purchase of the property.

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

Listed below is a breakdown of the amounts owed.

Lot 10, Block 3, Mineola Annex

Taxes	\$ 354.00
District Clerk	15.00
Sheriff Fees	13.00
Attorney Fees	197.00
Admin	<u>350.00</u>
	\$ 929.00

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

Sincerely,

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

Sheila Carver  
Property Management Tech  
City of San Angelo



CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green County Report for (Month/Year) 09/06  
Amendment of the Report for (Month/Year) \_\_\_\_\_

I. Caseload Data

Number of eligible individuals at the end of the report month	126
Number of SSI appellants within caseload at the end of report month	24

II. Creditable Expenditures During Report Month

Physicians Services	1. \$0.00	
Prescription Drugs	2. \$0.00	
Hospital, Inpatient Services	3. \$0.00	
Hospital, Outpatient Services	4. \$0.00	
Laboratory/X-Ray Services	5. \$0.00	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$0.00	
Total Expenditures (Add #1 through #10.)		11. \$0.00
Reimbursements Received (Do not include State Assistance.)	12.( \$13,419.68 )	
6% Case Review Findings (\$ in error)	13.( )	
Total to be deducted (Add #12 + #13.)		14.( \$13,419.68 )
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. -\$13,419.68

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ -13,419.68

General Revenue Tax Levy (GRTL) \$ 21,881,945.00

8% of GRTL \$ 1,750,555.60 6% of GRTL \$ 1,312,916.70

Anita Dunlap 10/03/06  
Signature of Person Submitting Report Date

Print Name and Title Anita Dunlap, Director, Tom Green County Indigent Health Care

## **PROCLAMATION**

- WHEREAS,** *Working Women constitute sixty-six million of the Nation's work force, and are constantly striving to serve their communities, their states, and their nation in professional, civic and cultural capacities; and*
- WHEREAS,** *Women-owned businesses account for 28 percent of all United States business, generation \$1.15 trillion in sales;*
- WHEREAS,** *The major goals of Business and Professional Women are to promote equality for all women and to help create better conditions for workingwomen through the study of social, educational, economic and political problems; to help them be of greater service to their community; to further friendship with women throughout the world; and*
- WHEREAS,** *All of us are proud of their leadership in these many fields of endeavor; and*
- WHEREAS,** *for 76 years Business and Professional Women has been spotlighting the achievements and contributions of workingwomen during Nation Business Women's Week; and*
- WHEREAS,** *The San Angelo Business and Professional Women have been promoting the working women of San Angelo since 1932*

**NOW, THEREFORE,** I, Michael D. Brown, County Judge and the Commissioners of Tom Green County, Texas, do hereby proclaim the week of October 15<sup>th</sup>-21<sup>st</sup>, 2006, as

### **"NATIONAL BUSINESS WOMEN'S WEEK"**

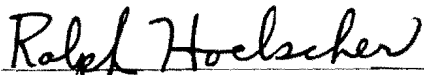
*Sponsored by the National Federation of Business and Professional Women's Clubs, Inc., and urge all citizens of Tom Green County, all civic and fraternal groups, all educational associations, all news media, and other community and county organizations to join in this salute to workingwomen. Encourage and promote the celebrations of the achievements of all business and professional women as they contribute daily to our economic, civic and cultural process.*

**IN WITNESS WHEREOF**, I have hereunto set my hand and Seal of the Commissioners' Court to be affixed this 10<sup>th</sup> day of October, 2006.

**THE Commissioners' Court of Tom Green County, Texas**



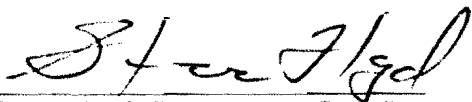
Michael D. Brown, County Judge



Ralph Hoelscher, Commissioner Prct. #1



Karl Bookter, Commissioner Prct. #2

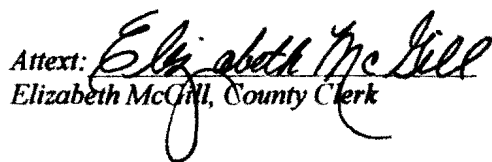


Steve Floyd, Commissioner Prct. #3



Richard Easingwood, Commissioner Prct. #4

Attest:



Elizabeth McGill, County Clerk



## **CONCHO VALLEY TRANSPORTATION SERVICES PROVIDER CONTRACT**

THIS CONTRACT, first entered into as of the 15th day of September, 1997, by and between Tom Green County, Texas, hereinafter called COUNTY, and Concho Valley Rural Transit District, in 2006 now hereinafter called "CONCHO VALLEY TRANSIT DISTRICT" (CVTD) acting by and through its Executive Director is now extended as delineated in the following agreement.

### **WITNESSETH THAT:**

WHEREAS, "COUNTY" desires to engage CONCHO VALLEY TRANSIT DISTRICT, to render rural public transportation services, funded under Section 18 of the Federal Transit Administration (formerly UMTA) Act of 1964, as amended, administered by the Texas Department of Transportation, hereinafter called the "State Agency," under CVTD Project RPT-9501(007) (or subsequent);

NOW THEREFORE, the COUNTY and the CONCHO VALLEY TRANSIT DISTRICT do mutually agree as follows:

**1.     Employment of CONCHO VALLEY TRANSIT DISTRICT.**

The COUNTY hereby agrees to engage the CONCHO VALLEY TRANSIT DISTRICT, and the CVTD hereby agrees to furnish "Thunderbird Transportation Service" to the citizens of Tom Green County and to perform the services hereinafter set forth.

**2.     Area Covered.**

The CONCHO VALLEY TRANSIT DISTRICT shall perform all necessary actions provided under this Contract in connection with providing transportation services for Tom Green County, Texas, within the boundaries of the county.

**3.     Scope of Service.**

In particular, the CONCHO VALLEY TRANSIT DISTRICT (CVTD) shall do, perform, and carry out, in a satisfactory and proper manner as determined by COUNTY, certain transportation services operating out of the Concho Valley Transit District's Office, San Angelo, Texas. IN ADDITION, the CONCHO VALLEY TRANSIT DISTRICT shall:

- a. Designate only such personnel to provide Driver services that meet all qualifications for that position as set forth in the Thunderbird Public Transportation System Driver Job Description (revised February 23, 1997).  
Require personnel designated to provide transportation services under this Contract to participate in all training and evaluation activities related thereto which are sponsored or announced by the Concho Valley Transit District.
- b. Subscribe to the provisions of the CVTD Rural Public Transportation Substance Abuse Policy as required by the Department Of Transportation's FTA Drug & Alcohol Final Rule 49 CFR Part 653 and Part 654.
- c. Provide to the COUNTY information generated through the project's activities which will assist the COUNTY in evaluating performance and identifying needs for Tom Green County.
- d. Utilize a financial and program reporting format and a monthly submission schedule which meet the requirements placed on it by State Agency's.

- e. Maintain such records and accounts including property, personnel, and financial records pertinent to this Contract to assure a proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the COUNTY, and will be made available to the COUNTY for three years after the expiration of this Contract and payment of all moneys due unless permission to destroy them is granted by COUNTY. Said retention period is subject to the following qualifications:
  - (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation's, claims or audit findings involving the records have been resolved.
  - (2) Records for non-expendable property acquired with Federal or State funds shall be retained for three years after its final disposition.
  - (3) When records are transferred to or maintained by the Federal or State sponsoring agency, the three-year retention requirement is not applicable.
- f. Follow priorities set by the CVTD for driver performance, vehicle maintenance, and passenger service. The CONCHO VALLEY TRANSIT DISTRICT assures that elderly, handicapped, low-income, and minority persons will be served, at least in proportion to their relative numbers, in the geographic area covered by this Contract.
- g. Provide elderly and other participants whose fares are subsidized by local, State, or Federal agencies with a private and voluntary opportunity to contribute to the costs of services provided pursuant to this Contract. The  
  
CONCHO VALLEY TRANSIT DISTRICT assures that appropriate procedures will be established to safeguard the privacy of each participant with respect to his or her contribution. No fully subsidized participant shall be denied a service because of his or her failure to contribute to the cost of the service. The CONCHO VALLEY TRANSIT DISTRICT assures that all contributions shall be reported, and safeguarded.
- h. Perform collection of transportation fares from public riders, specifically non-subsidized persons, who utilize transportation services, and assure all such collections are reported, and safeguarded.
- i. Maintain transportation schedules and hours of operation which promote safe and reliable service for the public. Excepting part-time drivers, a trained and qualified driver must be available for eight hours service each normal working day.

4. **Personnel.**

The CONCHO VALLEY TRANSIT DISTRICT has, or will secure, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with COUNTY. None of the work or services covered by this Contract shall be subcontracted without prior approval of the COUNTY.

5. **Term of Performance.**

It is understood that the current contract services shall commence or have commenced on October 1, 2006, and shall continue through **August 31, 2007.**

Contract may be extended for **additional one year periods** upon the agreement of both COUNTY and CONCHO VALLEY RURAL TRANSIT DISTRICT.

6. **Compensation.**

COUNTY agrees to pay the CONCHO VALLEY TRANSIT DISTRICT the sum of **\$5,000** per quarter to be paid by the 15<sup>th</sup> of January, April, July, and October each year for *complete satisfactory performance.*

The total annual amount of **\$20,000** being Tom Green County's share of salary and benefits for the TGC Thunderbird Transit Driver.

CVCOG to pay the remainder of driver's salary and benefits to make up the drivers full annual accounting. It is expressly understood and agreed to that in no event will the total amount to be paid by COUNTY to the CONCHO VALLEY TRANSIT DISTRICT under this Contract exceed \$20,000 per year without agreement in writing and signed by both parties.

The COUNTY understands and agrees that payment for the support of activities pursuant to this Contract is contingent upon the receipt of State and/or Federal funds for such purposes by the CONCHO VALLEY TRANSIT DISTRICT and upon the performance of services by the CONCHO VALLEY TRANSIT DISTRICT pursuant to the terms of this Contract.

Therefore, if the COUNTY ascertains that the CONCHO VALLEY TRANSIT DISTRICT is not in compliance with all of the terms and conditions of this contract, compensation may be withheld until such time that the CONCHO VALLEY TRANSIT DISTRICT makes the recommended corrections.

7. **Method of Payment.**

COUNTY will reimburse the CONCHO VALLEY TRANSIT DISTRICT on a **quarterly** basis for the amount of driver salary and benefits as set forth in this Contract Summary. Payment shall be made to the CVCOG not later than the **15<sup>th</sup> day of January, April, July, and October** of each calendar year.

Payment shall be mailed to:

Concho Valley Transit District  
P. O. Box 60050  
San Angelo, Texas 76906

Equal **quarterly** payments of **\$5,000** shall be made to the CONCHO VALLEY RURAL TRANSIT DISTRICT each contract year.

8. **Fuel.**

CONCHO VALLEY TRANSIT DISTRICT may purchase fuel for Thunderbird Rural Transit Vehicle from COUNTY at cost paid by COUNTY to its current gasoline supplier. If purchased, the COUNTY will present CONCHO VALLEY TRANSIT DISTRICT with a statement of monthly gasoline purchased and upon receipt of statement the CVTD shall pay stated amount to:

Tom Green County Treasurer  
113 W. Beauregard  
San Angelo, TX 76903-5887

9. **Property Management.**

If desired by the CVTD, COUNTY shall provide secure overnight, weekend, and holiday parking for Thunderbird Rural Transportation Vehicles at COUNTY Vehicle Maintenance Shop located at 400 Avenue A, San Angelo, Texas.

The CONCHO VALLEY TRANSIT DISTRICT agrees to comply with the property management standards specified in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Title 49, Code of Federal Regulations, Part 18), as amended, in its control, use and disposition of property or equipment governed by those standards.

In the event that any project facility and equipment are not used in the proper manner or are withdrawn from public transportation services, the CONCHO VALLEY TRANSIT DISTRICT shall immediately notify the COUNTY.

10. **Regulatory Requirements.**

The CONCHO VALLEY TRANSIT DISTRICT will comply with all applicable laws, regulations, policies, and procedures of this State and the Federal Transit Administration (FTA) of the U. S. Department of Transportation.

The CONCHO VALLEY TRANSIT DISTRICT assures that where State or local jurisdictions require license's for the provisions of services, the CONCHO VALLEY TRANSIT DISTRICT shall be licensed, or shall meet the requirements for license's.

11. **Civil Rights.**

During the performance of this Contract, the CONCHO VALLEY TRANSIT DISTRICT, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations:** The CONCHO VALLEY TRANSIT DISTRICT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") 49 CFR Part 21 and 23 CFR 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** The CONCHO VALLEY TRANSIT DISTRICT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of CONCHO VALLEY TRANSIT DISTRICT including procurements of materials and leases of equipment. The CONCHO VALLEY TRANSIT DISTRICT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Information and Reports:** The CONCHO VALLEY TRANSIT DISTRICT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONCHO VALLEY TRANSIT DISTRICT is in the exclusive possession of another who fails or refuses to furnish this information, the CONCHO VALLEY TRANSIT DISTRICT shall so certify to the State, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- d. **Sanctions for Noncompliance:**  
In the event of the CONCHO VALLEY TRANSIT DISTRICT noncompliance with the nondiscrimination provisions of this Contract, the State and COUNTY shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to the CONCHO VALLEY TRANSIT DISTRICT under the Contract until the CONCHO VALLEY TRANSIT DISTRICT complies, and/or
  - (2) Cancellation, termination or suspension of the Contract, in whole or in part.
- e. **Incorporation of Provisions:** The CONCHO VALLEY TRANSIT DISTRICT shall include the provisions of paragraphs 'a' through 'e' in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto.

The CONCHO VALLEY TRANSIT DISTRICT shall take such action with respect to any subcontract or procurement as the State or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONCHO VALLEY TRANSIT DISTRICT becomes involved in, or is threatened with, litigation with a subcontractor CONCHO VALLEY TRANSIT DISTRICT or supplier as a result of such direction, the CONCHO VALLEY RURAL TRANSIT DISTRICT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the CONCHO VALLEY TRANSIT DISTRICT may request the United States to enter into such litigation to protect the interests of the United States.

**12. Nondiscrimination on the Basis of Age or Handicap.**

In the carrying out of this Project, the CONCHO VALLEY TRANSIT DISTRICT will not discriminate against any participant, employee or applicant for employment because of age or handicap, except that vehicle driver positions may be limited by age and physical qualifications necessary for safe and effective driving performance, including the ability to assist handicapped or infirm passengers, and to satisfy vehicle and vehicle liability insurance requirements imposed by insurance carriers.

The CONCHO VALLEY TRANSIT DISTRICT S will, in all solicitation for employment pursuant to this Contract placed by or on behalf of the CONCHO VALLEY TRANSIT DISTRICT, state that all applicants qualified with respect to the aforementioned requirements will receive consideration for employment without regard to age or handicap. The CONCHO VALLEY TRANSIT DISTRICT shall insert a similar provision in all subcontracts for services covered by this contract.

**13. Disadvantaged Business Enterprise Program Requirements.**

It is the policy of DOT that Minority Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

Consequently, the Minority Business Enterprise Requirements of 49 CFR Part 23 apply to this Contract as follows:

The CONCHO VALLEY TRANSIT DISTRICT agrees to insure that Minority Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the CONCHO VALLEY TRANSIT DISTRICT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

The CONCHO VALLEY TRANSIT DISTRICT shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts funded in whole or in part with Federal funds.

**14. Termination of Contract for Cause.**

If, through any cause, the CONCHO VALLEY TRANSIT DISTRICT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONCHO VALLEY TRANSIT DISTRICT shall violate any of the covenants, agreements or stipulations of this Contract, the COUNTY shall therefore have the right to terminate this Contract by giving written notice to the CONCHO VALLEY TRANSIT DISTRICT of such termination and specifying the effective date thereof at least ~~sixty~~ days before the effective date of such termination.

Notwithstanding the above, the CONCHO VALLEY TRANSIT DISTRICT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONCHO VALLEY TRANSIT DISTRICT, and the COUNTY may withhold any payments to the CONCHO VALLEY TRANSIT DISTRICT for the purpose of offset until such time as the exact amount of damages due to the COUNTY from the CONCHO VALLEY TRANSIT DISTRICT is determined.

**15. Other Termination.**

The COUNTY may terminate this Contract at any time by giving written notice to the CONCHO VALLEY TRANSIT DISTRICT of such termination and specifying the effective date thereof at least ~~sixty~~ days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided herein, the CONCHO VALLEY TRANSIT DISTRICT will be paid an amount which bears the same ratio to the total compensation as the service actually performed bears to the total services of the CONCHO VALLEY TRANSIT DISTRICT covered by this Contract, less payments of compensation previously made.



If this Contract is terminated due to the fault of the CONCHO VALLEY TRANSIT DISTRICT, COUNTY shall be held harmless and CVTD shall be held responsible to COUNTY for any unpaid statements for gasoline, etc.

The COUNTY grants the CONCHO VALLEY TRANSIT DISTRICT the right to terminate this Contract at any time by giving written notice to the COUNTY of such termination and specifying the effective date thereof at least **sixty** days before the effective date of such termination.

**16. Changes.**

The COUNTY may, from time to time, require changes in the scope of the services of the CONCHO VALLEY TRANSIT DISTRICT to be performed hereunder.

Such changes, including any increase or decrease in the amount of the CONCHO VALLEY TRANSIT DISTRICT'S compensation, which are mutually agreed upon by and between the COUNTY and the CONCHO VALLEY TRANSIT DISTRICT shall be incorporated in written amendments to this Contract.

**17. Interest of Members of COUNTY and Others.**

No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

**18. Interest of CONCHO VALLEY RURAL TRANSIT DISTRICT.**

The CONCHO VALLEY TRANSIT DISTRICT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONCHO VALLEY TRANSIT DISTRICT further covenants that in the performance of this Contract no persons having any such interest shall be employed.

**19. Findings Confidential.**

Any reports, information, data, etc., given to or prepared or assembled by the CONCHO VALLEY TRANSIT DISTRICT under this Contract which the COUNTY requests to be kept as confidential shall not be made available to any individual or organization by the CONCHO VALLEY TRANSIT DISTRICT without the prior written approval of the COUNTY.

The CONCHO VALLEY TRANSIT DISTRICT will at all times comply with the Privacy Act of 1974 (Section 552a of U.S.C.A., Title 5), as amended, in regard to the retrieval, storage and disclosure of information assembled under this Contract.

**20. Disclaimer of Employee Relationship.**

Nothing in this agreement shall be construed to create an employer-employee relationship between the COUNTY and any party to this Contract, or any subcontractor or any personnel providing direct services; and an employer relationship between the COUNTY and any of the aforementioned parties is hereby disclaimed. It is further agreed between the parties that the CONCHO VALLEY TRANSIT DISTRICT or any subcontractor shall have the sole right to control the details of the work provided for in this agreement and shall be deemed the employer of any of the personnel providing the direct services called for in this agreement. Said deemed employer shall have the sole right to employ, discharge, and control the personnel providing direct services except as limited by this agreement.

**21. Disclaimer of Liability.**

The CONCHO VALLEY TRANSIT DISTRICT shall save as harmless the COUNTY from all claims and liability due to the negligent acts or omissions of the CONCHO VALLEY TRANSIT DISTRICT, its subcontractors, officers, agents or employees during the course of this Contract.

22. **Maintenance of Insurance.**

The CONCHO VALLEY TRANSIT DISTRICT shall maintain vehicle and vehicle liability insurance to assure protection from any unlawful, negligent, or other improper act of its subcontractor's, officers, agents or employees.

23. **Compliance with State Agency Contract.**

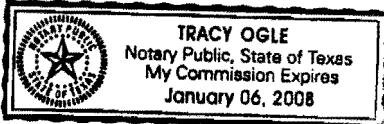
The CONCHO VALLEY TRANSIT DISTRICT agrees to comply with the provisions of its contract with the State Agency specifically as pertaining to the CONCHO VALLEY TRANSIT DISTRICT'S role to said contract.

IN WITNESS WHEREOF the COUNTY and the CONCHO VALLEY TRANSIT DISTRICT have executed this agreement, effective October 1, 2006.


*Executed in duplicate originals on the dates specified below.*

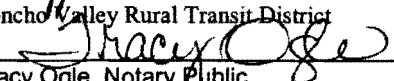
**CONCHO VALLEY TRANSIT DISTRICT:**

10/9/06  
Date

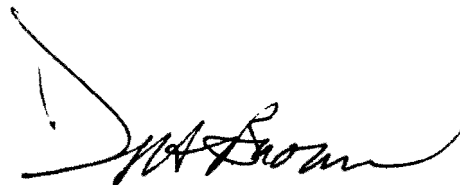


**ATTEST:**


  
JEFFREY K. SUTTON, Executive Director  
Concho Valley Rural Transit District

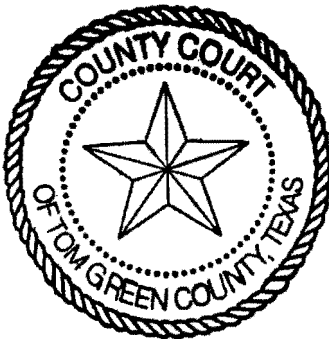
  
Tracy Ogle, Notary Public

**TOM GREEN COUNTY:**

  
MICHAEL D. BROWN, County Judge  
Tom Green County, Texas, acting in his official  
capacity as County Judge and not individually.

*Before me, the undersigned authority, on this day personally appeared Michael D. Brown, County Judge, Tom Green County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated. Subscribed and acknowledged before me by the said Michael D. Brown, County Judge, on this the 10 day of October, 2006*

  
ELIZABETH MCGILL, County Clerk  
Tom Green County, Texas



## Proclamation

**WHEREAS**, The month of October typically begins many festivals throughout the state of Texas to celebrate; and

**WHEREAS**, In the primary period of migration from Czech lands, over a quarter of million people of Czech ancestry arrived in Texas to make this place their home; and

**WHEREAS**, Since that time, the number of stature of Czech descendants living in Texas has grown tremendously; there are now well over one million people living in all areas of the state and walks of life who can claim Czech heritage; and

**WHEREAS**, Texans of Czech ancestry take great pride in sharing with the rest of the state their contributions in the areas of art, music, literature, food, folklore, and many other fine customs that are a part of Texas' rich, diverse culture; and

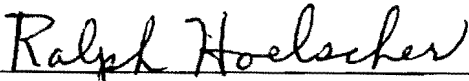
**WHEREAS**, This pride is displayed annually in the month of October by Czech Heritage Societies throughout the state as they stage various festivals, some of which have been passed down from generation to generation;

**NOW, THEREFORE BE IT RESOLVED**, That the Commissioner's Court of Tom Green County, Texas hereby declare the month of October, "**Czech Heritage Month**" in Tom Green County and commemorates the contributions of Czech culture to Tom Green County and the great state of Texas.

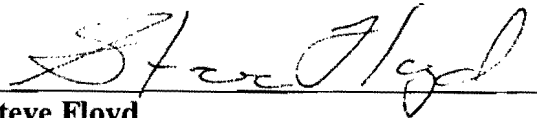
**IN WITNESS WHEREOF**, We have hereunto set our hands and cause the Seal of the County to be affixed this 10<sup>th</sup> day of October, 2006.



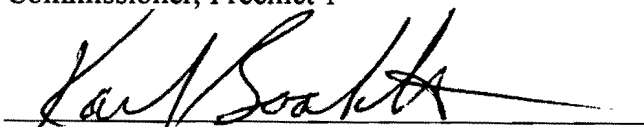
**Michael D. Brown**  
Tom Green County Judge



**Ralph Hoelscher**  
Commissioner, Precinct 1



**Steve Floyd**  
Commissioner, Precinct 3



**Karl Bookter**  
Commissioner, Precinct 2



**Richard Easingwood**  
Commissioner, Precinct 4

**ATTEST:**



**Elizabeth McGill**, Tom Green County Clerk





## PROCLAMATION

**WHEREAS**, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by fear and violence; and

**WHEREAS**, 182, 087 incidents of family violence occurred in 2004, according to the Texas Council on Family Violence and the Texas Department of Public Safety ; And domestic violence is more than the occasional family dispute.

**WHEREAS**, in our state, three-fourths of all Texans know someone who has been affected by domestic violence and over two women in Texas are killed by their partners each week; and

**WHEREAS**, women are not the only targets; young children and the elderly are also counted among the victims, and sadly, emotional scars are often permanent; and

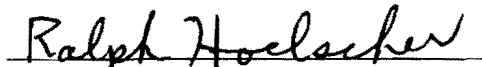
**WHEREAS**, a collaboration of organizations has emerged to directly confront this crisis. Law enforcement officials, those involved with shelters and hotlines services, health care providers, the clergy and other concerned citizens are helping in the effort to end domestic violence. We must recognize the compassion and dedication of these volunteers and professionals applaud their efforts and increase public understanding of this important problem.

**NOW THEREFORE**, I do hereby proclaim the month of October as **Domestic Violence Awareness Month** and urge all citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end, and participating in community efforts.

In Official recognition whereof, the Commissioners' Court of Tom Green County, Texas hereby affix our signatures this 10<sup>th</sup> day of October, 2006.

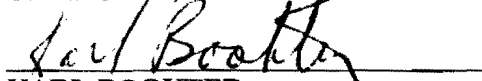


MICHAEL D. BROWN, County Judge  
Tom Green County, Texas



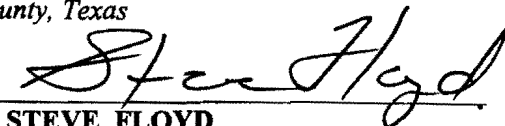
RALPH HOELSCHER

Commissioner, Precinct 1



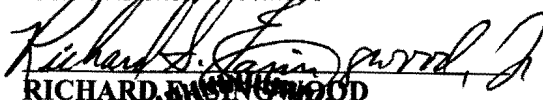
KARL BOOKER

Commissioner, Precinct 2



STEVE FLOYD

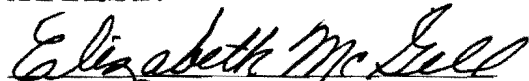
Commissioner, Precinct 3



RICHARD EASTWOOD

Commissioner, Precinct 4

ATTEST:



ELIZABETH MCGILL

Tom Green County Clerk



**NEW MARKETS TAX CREDITS**  
**PROJECT DESCRIPTION: TOM GREEN COUNTY LIBRARY**

**New Markets Tax Credits**

The New Markets Tax Credit program is a federal tax initiative designed to increase the amount of investment capital in low-income communities. This new \$15 billion program provides investors with credits against federal income tax in return for new investments in eligible businesses. It is a flexible tool that can be applied to a wide range of qualified business activities, from small business lending to financial counseling to real estate development.

New Markets Tax Credits are administered by the US Department of the Treasury. New Markets Tax Credits are allocated through a competitive process only to certain qualified entities known as Community Development Entities (CDEs). CDEs are corporations or partnerships that meet eligibility requirements and have been certified by the US Department of the Treasury. The program is limited to \$15 billion of investments, and will be allocated annually between 2002 and 2007.

New Markets Tax Credits are intended to spur the investment of new capital into CDEs, which in turn must use this capital to provide debt and/or equity financing to support qualified investments in low-income communities in eligible census tracts. Certain areas of San Angelo, including much of the downtown district, qualify for New Markets Tax Credit investment.

Through proper lease structuring, an investment may be eligible for New Markets Tax Credit investment. Over a seven year period, up to 39% of the investment may be claimed as a tax credit. The NMTC is 5% for years 1-3, and 6% for years 4-7. Substantially all of the investment must continue to be invested in an eligible project during the seven year compliance period.

See [www.cdfifund.gov](http://www.cdfifund.gov) for more information on NMTC.

## **TOM GREEN COUNTY PUBLIC LIBRARY**

The attached flow chart and structure reflects the *New Markets Tax Credit (NMTC)* investment contemplated by Tom Green County for the Tom Green County Public Library. The NMTC transaction is expected to generate substantial funds (approximately \$2 million) for the project. These funds will be used to complete the project. A Flow of Funds is attached. The library will be housed in the former Hemphill Wells building currently owned by the City of San Angelo, and leased to Tom Green County for 99 years. The lease will be assigned to a newly created corporation, Tom Green Library, Inc. (a Texas nonprofit corporation controlled by Tom Green County) which will be responsible for the rehabilitation of the building into a suitable facility for a public library. The County will then lease back the facility and operate the library.

To complete the anticipated transaction and receive the additional \$2 million in funds, the County will need to loan the dollars raised for the project on a nonrecourse basis to the San Angelo Investment Fund (SAIF). The investment fund – SAIF, will be the limited partner in a “Certified Development Entity” (CDE). The National Development Council through its affiliate, HEDC New Markets (a CDE) has an allocation of New Markets Tax Credits which it can use to attract equity for the project. The proposed transaction is expected to generate an equity contribution from an investor of an estimated \$2.8 million which when combined with the loan from the County to SAIF produces a total *Qualified Equity Investment (QEI)* of \$10.0 million. It is this *QEI* which will generate tax credits totaling \$3.9 million over the next seven years which will flow back to the investor as its return. In today’s market, an investor will generally contribute \$0.72 to \$0.75 per \$1.00 in tax credits – this generates a return to the investor of between 8% and 9%.

The NMTC program requires the *QEI* to be an equity investment. The *QEI* cannot be debt; nor can the *QEI* be collateralized. Since the County loan will be part of the *QEI*, the County will not be able to take a lien on the building or improvements. However, the County will be able to take an assignment of the San Angelo Investment Fund L.P.’s (SAIF) interests in the CDE as collateral. The primary asset of the CDE will be an assignment of the leasehold interest in the building and notes in the approximate amount of \$9.5 million from Tom Green Library, Inc. (the project).

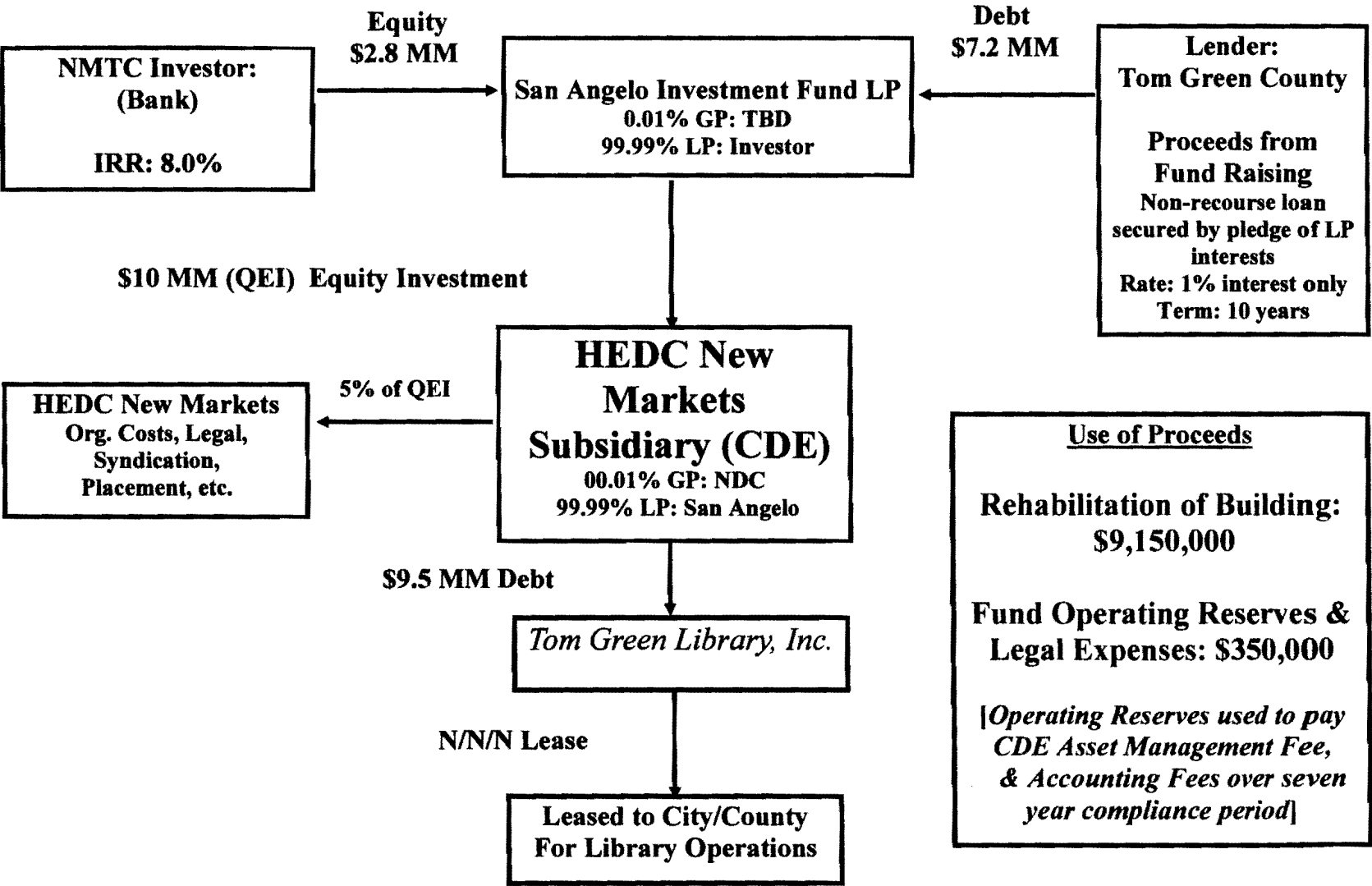
The loans are required to stay in place throughout the NMTC compliance period, seven years. At the end of seven years, the CDE will distribute its interest as follows: The loans with Tom Green Library, Inc. (project) will be assigned to the SAIF. The CDE will dissolve. After the CDE exits from the transaction, SAIF, the upper tier partnership, will have an obligation to the County for \$7.2 million and two loans receivable from Tom Green Library, Inc. totaling of \$9.5 million. SAIF will assign the \$9.5 in notes to the County in consideration for the discharge of the County’s loan – \$7.2 million. This will leave the County holding two notes for \$9.5 million from Tom Green Library, Inc.

Fees associated with the transaction include a fee to HEDC New Markets (5% of the QEI). This fee is to compensate HEDC for securing an allocation of NMTC and finding an investor for the project. Foremost for the success of the transaction, the CDE must make sure it remains in compliance with the requirements of the NMTC program so there will be no recapture of the credits. HEDC, through an affiliate organization, will manage both the CDC and the SAIF. An investor will look to HEDC's track record and ability to manage the CDE over the compliance period before investing. The NMTC program requires all CDE's to be audited each year, an annual fee of \$15,000 has been budgeted to cover the yearly audit and legal fees associated with this requirement. Closing costs consists of both legal and accounting fees to structure and paper the transaction. Legal cost estimated at \$80,000, includes creating two limited partnerships and covers the legal and accounting fees for the investor, HEDC and the County. HEDC uses the ResnickGroup, one of the nation's top 20 accounting firms and an industry leader in tax credit transactions, to verify that its fees and those paid to third parties are reasonable and customary. All fees contemplated by the transaction will be paid using equity proceeds from the investor. Neither the County nor the Tom Green Library, Inc. will pay any fees associated with the transaction out of pocket.



**Tom Green County Public Library  
NMTC Investment Flow of Funds**

Draft Prepared  
July 25, 2006



Tom Green County Library  
Capital Campaign Update: September 26, 2006

Funds on hand @ County:	\$ 1,281,721
Beacon to the Future Fund:	<u>\$ 2,228,557</u>
Sub-Total (Cash available today)	\$ 3,510,278
Pledges due by end of 2006	<u>\$ 1,619,880</u>
Projected cash on hand end of '06	\$ 5,130,158
Pledges due by end of 2007	<u>\$ 891,450</u>
Projected cash on hand end of '07	\$ 6,021,608
Pledges due by end of 2008	<u>\$ 833,480</u>
Projected cash on hand end of '08	\$ 6,855,088
Pledges due by end of 2009	<u>\$ 458,000</u>
Projected cash on hand end of '09	\$ 7,313,088

\* Total pledges due through 2009 equal \$3,802,810 and do not include outside foundation grants and the 2nd and 3rd phases of the capital campaign

\*Endowment funds are not included in the above amounts, but were received in December 2005, totaling \$1,883,063 valued at 1.97m today