

**Tom Green County Commissioners' Court  
February 27<sup>th</sup>, 2007**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session February 27<sup>th</sup>, 2007 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1  
Aubrey de Cordova, Commissioner of Precinct #2  
Steve Floyd, Commissioner of Precinct #3  
Richard Easingwood, Commissioner of Precinct #4  
Michael D. Brown, County Judge

1. Judge Brown called the meeting to order at 8:30 AM.
2. County Clerk, Elizabeth McGill offered the invocation. Pledge of Allegiance to the United States and the Texas Flags were recited.
4. **Commissioner deCordova moved to accept the Consent Agenda as presented:  
Commissioner Hoelscher seconded the motion. The following items were presented:**

**A. Approved the Minutes of the Previous Meetings from February 12<sup>th</sup> and 20<sup>th</sup>, 2007**

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

from February 21-27, 2007 in the amount of \$ 405,710.10. (Recorded with these Minutes.)

**Approved the Purchase Orders**

From February 19<sup>th</sup> – 23<sup>rd</sup>, 2007 in the amount of \$17,819.05.

**C. Accepted the Personnel Actions as presented:**

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Landers, Barbara A.	Library	Status Change	2-19-07	S03	\$615.37 S/M	
Dobbins, Lori L.	District Court	Salary Correction	2-15-07	L09	\$1740.79 S/M	
Williams, Nona K.	Library	Rehire	3-01-07	S03	\$600.58 S/M	
Ortiz, Reva G.	Jail	New Hire	2-24-07	L01	\$997.48 S/M	

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Faison, Jason W.	Jail	Dismissal	2-19-07	L01	\$1022.42 S/M	
Taylor, Lisa	CSCD	New Hire	2-16-07	N/A	\$792.42 S/M	
Gomez, Yvonne C.	CSCD	New Hire	2-16-07	N/A	\$792.42 S/M	
Whittington, Linda K.	CSCD	Salary Increase	2-16-07	N/A	\$1558.15 S/M	
Cimino, Pamela R.	Library	Resignation	3-31-07	S09	\$860.94 S/M	

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

- D. **Approved Verizon Southwest's request to bury copper cable at a minimum depth of 24 inches in the south right-of-way of Walling-Pecan Road from US Hwy 277 South to Little Sorrell Trail in Precinct #2**
- E. **Approved request from Concho Rural Water Corporation, a public utility operating under CCN#11361, to place a six inch water line two miles in length along the south right-of-way of Walling-Pecan Road in Precinct 2. This will be a line extension from US Hwy 277 South.**
- F. **Approved request from Kenny Gully to cut across Kotrla Road to place a six-inch water line at a minimum depth of 24 inches at a location one mile east of Powell Lane in Precinct #2**
- G. **Approved D&D Cable Services request to place bore at 1762 Baker Drive at a depth of 30 inches for installation of Millersview-Doole Water line, in Precinct #2.**
- H. **Acknowledged tag numbers 13041,13382,13385,11520 and 11286 to be declared as surplus items to be sold at the on-line auction.**

**The motion passed 5-0.**

- 5. **Judge Brown moved to accept four Emergency Management Satellite telephones and associated operating cost as presented. Commissioner de Cordova seconded the motion. The motion passed 5-0.**
- 6. **Commissioner Easingwood moved to approve contracts for Juvenile Detention services, based on availability, between Tom Green County and the Counties of Nolan, Fisher, Mitchell, Shackelford, Jones and Sutton, and authorize the County Judge to sign the necessary papers. Commissioner Floyd seconded the motion. The motion passed 5-0. (The Contracts are recorded with these minutes as a matter of record.)**
- 7. **Commissioner Easingwood moved to approve the replat of Tract 13 and 14, Southwest Acres Addition as presented. Commissioner Floyd seconded the motion. The motion passed 5-0. (Amendment to Restrictive Covenants and Health Department Certification are recorded with these minutes.)**
- 8. **Commissioner Easingwood moved to demolish the Roundtree Building for expansion of the Jail. The motion died for lack of a second.**

**Commissioner Hoelscher moved to utilize the building by moving the Indigent Health Office to the 19 N. Irving location with \$21,583.00 to be transferred from Contingency to make the ADA modifications and make the office IT ready. Commissioner Easingwood seconded the motion.**

**Judge Brown and Commissioners Hoelscher and Easingwood voted in favor of the motion. Commissioners Floyd and deCordova voted in opposition to the motion. The motion passed 3-2. An estimated budget will be presented at the next meeting.**

**Bluebonnet Family Care withdrew their request for the lease of the building as a matter of record prior to the vote. (Recorded with these minutes.)**

9. **Judge Brown moved to pay the shortage in payment of \$20,131.00 to the Texas Political Subdivision as presented. Commissioner de Cordova seconded the motion. The motion passed 5-0.**
10. **Commissioner Floyd moved to approve the organization changes in the Tom Green County Library as presented. Commissioner Hoelscher seconded the motion. The motion passed 5-0 (Organizational hierarchy is recorded with these minutes.)**
12. **Commissioner Easingwood moved to award RFB 07-013 “Crack Sealant Materials” to all vendors as presented. Commissioner de Cordova seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
13. **Commissioner de Cordova moved to approve placing tubs for EScans in polling places prior to the election with consideration for storing them on a permanent basis to be determined at a later date after security issues and space available issues are discussed. Judge Brown seconded the motion. The motion passed 5-0.**
14. **Judge Brown moved to approve relocating Voting Precinct #137 from the Senior Citizen Center, located at 702 South Chadbourne, to Station 618, located at 618 South Chadbourne, in San Angelo, Texas. Commissioner Floyd seconded the motion. The motion passed 5-0. (Resolution recorded with these minutes.)**
15. **Judge Brown moved to approve the minimal package offered by Tyler Technologies for the support of their software package, for one year and authorize Budget amendments for the line item transfer from election supplies. Commissioner Floyd seconded the motion. The motion passed 5-0.**
16. **Commissioner Floyd moved to approve budget amendments to the HAVA Grant, utilizing the remaining funds. Judge Brown seconded the motion. The motion passed 5-0.**
17. **Commissioner Easingwood moved to accept the Auditor’s Report for September 2006 as presented. Commissioner de Cordova seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
11. **Commissioners noted some wording changes that should be made in the revisions of Chapter 3 of the Tom Green County Human Resources Policies prior to approval. No Action.**
18. **Judge Brown recessed the Regular Meeting at 9:49 AM.**
19. **Judge Brown convened the Meeting of the Tom Green County Housing Finance Corporation at 9:49 AM, February 27<sup>th</sup>, 2007.**

1. Judge Brown determined 4 a quorum. (Commissioner Floyd left the meeting at 9:49 AM).
2. **Judge Brown nominated Commissioner Floyd to Chair the Tom Green County Finance Corporation, with Judge Brown as the Vice Chair and Commissioner Easingwood as the Secretary/Treasurer. Commissioner Easingwood seconded the motion. The motion passed 4-0 with Commissioner Floyd absent for the vote.**
3. Judge Brown adjourned the meeting of the Tom Green County Housing Finance Corporation at 9:53 AM.
20. Judge Brown Reconvened the Regular Commissioners' Court Meeting at 9:53 AM. (Commissioner Floyd returned to Court).
21. The only issues addressed dealing with Committee Reports for the Library/former Hemphill Wells Building was that a Draft of proposal has been received. **No Action was taken.**
22. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

**23. Judge Brown moved to approve the following Line Item Transfers:**

**Fund: General**

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
020-204 Library Misc. Fund	0435 Books		9,000.00
020-204 Library Misc. Fund	0301 Office Supplies	9,000.00	
054 Sheriff	0431 Employee Medical	3,000.00	
054 Sheriff	0577 K-9 Program		1,500.00
054 Sheriff	0334 Law Enforcement Books		1,000.00
042 Jail	0215 TB Testing		500.00
030 Elections	0428 Travel & Training		5,217.00
030 Elections	0329 Election Supplies		10,807.00
030 Elections	0470 Equipment	9,503.00	
030 Elections	0449 Computer equipment maintenance	6,521.00	

**Commissioner Easingwood seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)

**24. Future Agenda Items.**

1. **Consider Depository renewal.**
2. **Consider Records Management.**
3. **Consider County wide Burn Ban.**
4. **Consider Parking Lot negotiations.**

**25. Announcements:**

- 1. County Treasurer, Dianna Spieker announced there has been a glitch in the Tyler Technologies finance software that caused paychecks to be delayed.**
- 2. Request for paying down of overtime in the Sheriff's Office and Jail, need to go to the Treasurer.**
- 3. Next meeting of the Commissioners' Court will be March 6<sup>th</sup>, 2007.**

**26. Judge Brown adjourned the meeting at 10:04 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 February 27<sup>th</sup>, 2007.**

**I hereby set my hand and seal to this record February 27<sup>th</sup>, 2007.**

---

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

# Treasurers' Accounts Payable Report

Period of February 21, 2007 - February 27, 2007

Hand delivered Date: 02/23/07 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;  
CSCD Bank Account and JUV Bank Account.

Invoices related to Bank Accounts CSCD/JUV are processed by the Auditor and submitted for review by the Treasurer, prior to issuance of checks. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office prior to issuance of checks.

### Bank Account Code - Budget

BOND- Property Tax Budget Bond Issues Operating Account  
FORT- Operating Account for Sheriff and DA Forfeiture Funds  
OPER -County Budget General Operating Account  
CSCD- State Budget CSCD General Operating Account  
JUV- State Budget Juvenile Operating Account  
PC- Clearing account- Paychecks - Benefits-Deductions

### Totals

\$403,724.90 All Bank Accounts- Refer to Last Page

Payroll-Employee Paychecks

Payroll-Employee or Election Paychecks

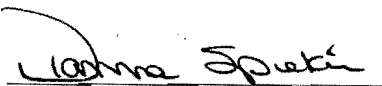
\$1,985.20 Msc

Check# 15386 02/20/07


Voids-Month of

\$405,710.10 Grand Total

Submitted by

  
Dianna Spieker, County Treasurer

Prepared by

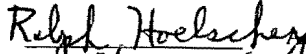
  
Deputy Treasurer

Approved in Commissioner's Court on February 27, 2007

Mike Brown-County Judge



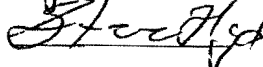
Ralph Hoelscher-Comm. Pct #1



Abrey de Cordova-Comm. Pct #2

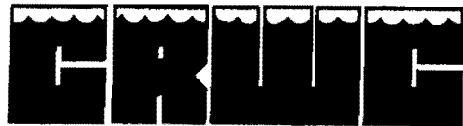


Steve Floyd-Comm. Pct #3



Richard Easingwood-Comm. Pct #4





**CONCHO RURAL WATER CORP.**  
8174 HWY. 87 N., SAN ANGELO, TEXAS 76901  
OFFICE: (325) 658-2961

FAX: (325) 658-2962

HOME: (325) 465-4692

February 09, 2007

Commissioners Court  
Tom Green County  
Aubrey deCordova  
Precinct 2

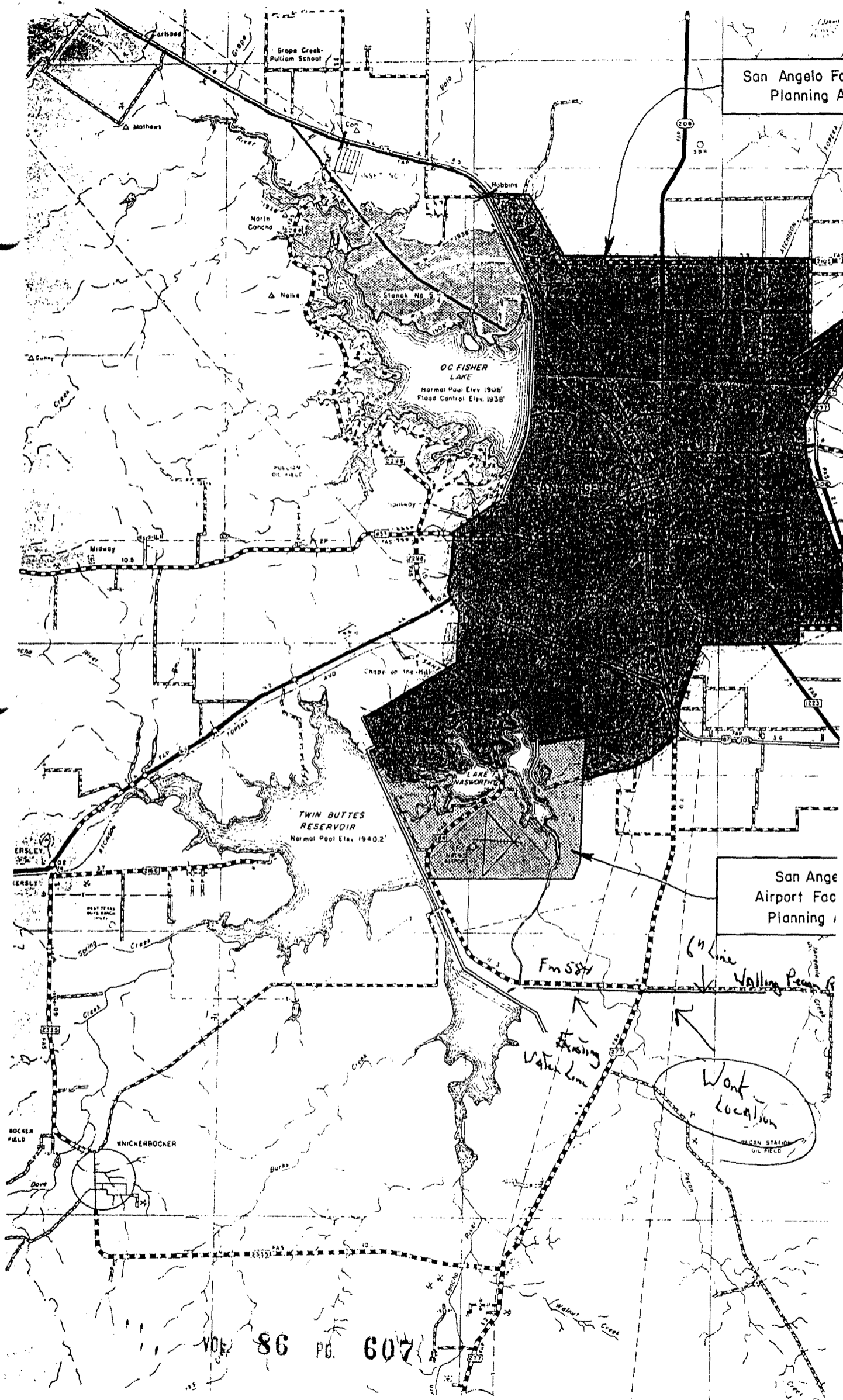
Dear Mr. deCordova

Concho Rural Water Corp., a public utility operating under CCN.# 11361 hereby request permission to install a 6" inch Water line approximately 2 miles in length along South Side of Walling Pecan Road. This will be a line extention from U.S. Highway 277 South. I have a copy of the adopted County construction regulations and specifications for Tom Green County. We will make every effort to comply.

Please see attached map for details.

Respectfully yours.

\_\_\_\_\_  
B. F. Wiese  
8174 Hwy 87N  
San Angelo, Texas 76901  
(325) 658-2961



#7

**DUPLICATE**

**TOM GREEN COUNTY CLERK  
124 W. BEAUREGARD  
SAN ANGELO, TX 76903  
(325)659-6553**

**ISSUED TO: PLAT APPLICATION FEE**

**RECEIPT #: 275308  
DEPARTMENT: RE**

**DATE: 01/31/2007 03:28:24 PM  
WORK STATION: CASH01**

SERVICE	PAGES	FEE
MISCELLANEOUS, APPLIC	1	150.00
MISCELLANEOUS, ADDITI	3	30.00
Total Amount Due		180.00
CHECK 19095		180.00
SOUTHWEST ACRES REPLAT TRS 13 & 14		
Total Amount Paid		180.00

**THANK YOU  
ELIZABETH MCGILL  
TOM GREEN COUNTY CLERK  
Deputy: EMMAS**

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

Name of Proposed Subdivision: Replat of Tract 13 and 14  
Southwest Acres Addition

Location: South of R.M. Hwy 584, West of U.S. 277

Is location within the ETJ? Yes  No  TGC Pct. # 4

Type of Request: Preliminary  Final  Replat   
Amended  Vacation  Revised

Owner(s) of Subdivision: Tracy Lawson

Address: 11301 Line Rd. San Angelo, TX 76904

Phone # 325-650-0666 Fax: \_\_\_\_\_

Existing Land Use: Residential

Proposed Land Use: Residential

Total Acreage: 20.0006 Number of Proposed Lots: 3

Proposed Source of Water Supply: Individual Well  Water Supply

Name of Water System Concho Rural Water Corp.

Proposed Sewage Disposal System: Individual Septic Tank

Private Sewage System \_\_\_\_\_

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

Are there existing deed restrictions on this property? No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please give the deed record reference:

Volume \_\_\_\_\_ Page \_\_\_\_\_

Are there any deviations or variances from existing subdivision rules & regulations requested? No \_\_\_\_\_ X \_\_\_\_\_ Yes \_\_\_\_\_

(Please explain) \_\_\_\_\_

The owner hereby designates SKG Engineering

(Name)

325-655-1288

as the official representative. 1122 S. Bryant Blvd. San Angelo, TX 76903

(Address)

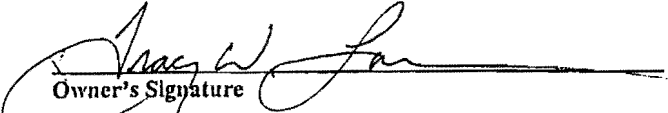
(phone)

Application fee (\$150.00 + 10.00 per lot) Paid by Owner \_\_\_\_\_

Representative X. To be paid to the Tom Green County Clerk's office prior to placement on the Commissioners' Court Agenda. Bring Plat, Tax Certificate showing "Zero" taxes owed, and receipt for application fee to Court on day of the Agenda Presentation.

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

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

  
Owner's Signature

\_\_\_\_\_ Date

  
Representative's Signature

01/31/07  
Date

Total Paid: \$ \_\_\_\_\_

Date Paid \_\_\_\_\_

Date of Commissioner's Court Action: \_\_\_\_\_



**AMENDMENT TO  
RESTRICTIVE COVENANTS**

WHEREAS Restrictive Covenants were placed on Tracts 13 and 14, SOUTHWEST ACRES SUBDIVISION, Tom Green County, Texas, pursuant to a Warranty Deed recorded in Volume 779, Page 514, Deed Records of Tom Green County, Texas; and

WHEREAS Restrictive Covenants were placed on Tract 12, SOUTHWEST ACRES SUBDIVISION, Tom Green County, Texas pursuant to a Warranty Deed recorded in Volume 437, Page 696, Official Public Records of Real Property, Tom Green County, Texas; and


WHEREAS Paragraph 12 of said restrictions states that they apply for the benefit of Sellers in the respective deeds as well as for the benefit of any joining property owners;


THEREFORE, the following undersigned persons, representing the owners of Tracts 13 and 14, SOUTHWEST ACRES SUBDIVISION, Tom Green County, Texas, the owners of Tract 12, SOUTHWEST ACRES SUBDIVISION, Tom Green County, Texas, the only adjoining property owner to Tracts 13 and 14, SOUTHWEST ACRES SUBDIVISION, Tom Green County, and the original Sellers of all three tracts described above hereby agree to amend the Restrictive Covenants to Tracts 13 and 14 as follows:

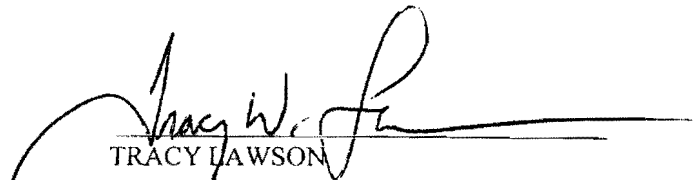
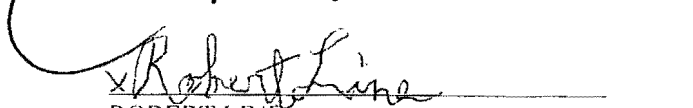
Restrictive Covenant No. 3 providing "No portion of the property shall be subdivided" is hereby AMENDED TO ALLOW Tracts 13 and 14 to be subdivided into three tracts as more fully described in that certain survey dated October 4, 2006, prepared by Russell T. Gully, Registered Professional Land Surveyor No. 5636, and attached hereto as Exhibit "A".

Said Restrictive Covenant No. 3 shall otherwise remain in full force and effect, and no additional subdivision of the three tracts described in Exhibit "A" shall be permitted without the express written approval of the owners of said three tracts and of the owners of Tract 12.

Executed on the 9<sup>th</sup> day of January, 2007  
~~December, 2006.~~

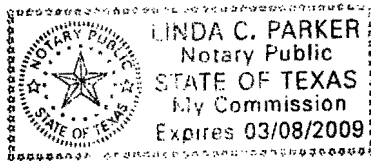
  
\_\_\_\_\_  
ROBERT GILBERT

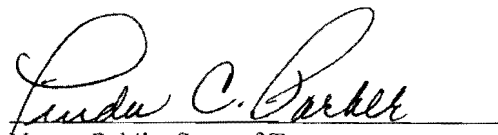
  
\_\_\_\_\_  
VANESSA GILBERT

  
TRACY LAWSON  
  
ROBERT LINE

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

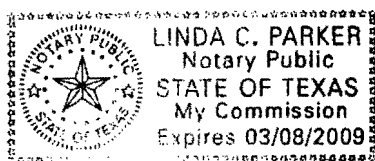
This instrument was acknowledged before me on the 9<sup>th</sup> January 2007 day of January, 2006 by ROBERT GILBERT.

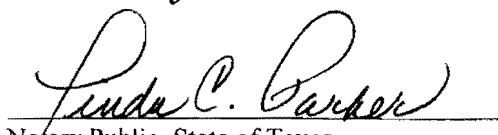


  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

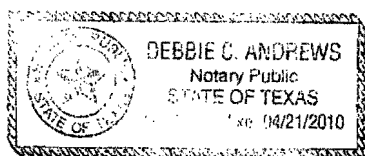
This instrument was acknowledged before me on the 9<sup>th</sup> January 2007 day of January, 2006 by VANESSA GILBERT.

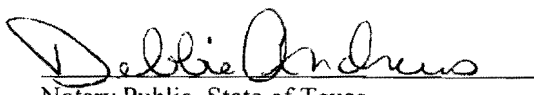


  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 18<sup>th</sup> January 2007 day of January, 2006 by TRACY LAWSON.



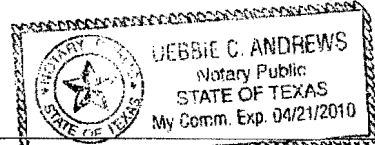
  
Notary Public, State of Texas

CLERK'S NOTATION - THE NOTARY SEAL IS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

STATE OF TEXAS  
COUNTY OF TOM GREEN

§  
§

This instrument was acknowledged before me on the 18<sup>th</sup> January 2007 day of December, 2006 by ROBERT  
LINE.



Notary Public, State of Texas

*Debbie Andrews*



FIELD NOTES

5.000 Acres (North)

October 4, 2006  
06-A-1667n

Being an area of 5.000 acres of land out of the north part of Tract 14, Southwest Acres Addition, Tom Green County, Texas as per plat recorded in Volume 4, Page 215, Plat Records of Tom Green County, Texas and said 5.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron pipe found for the northwest corner of this tract and said Tract 14 and also being in the south right-of-way line of R. M. Highway 584;

Thence with the north line of this tract and said Tract 14 and south line of said R. M. Highway 584, S. 89° 00' 15" E. 138.76 feet to a ½" iron pipe found for the northeast corner of this tract and said Tract 14 and being in the west line of South Line Road;


Thence with the east line of this tract and said Tract 14 and the west line of said South Line Road, S. 11° 12' 50" E. 655.99 feet to a ½" iron rod with cap set for the southeast corner of this tract;

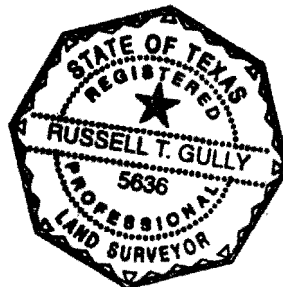
Thence with the south line of this tract and across said Tract 14, S. 78° 47' 10" W. 524.01 feet to a ½" iron rod with cap set for the southwest corner of this tract;

Thence with the west or northwest line of this tract and said Tract 14 with a curve to the left, having a radius of 1860.08 feet, central angle for this part of 09° 57' 22", arc length of 323.22 feet and whose long chord bears N. 20° 27' 41" E. 322.81 feet to a concrete monument found for the end of this curve;

Thence continuing with the west or northwest line of this tract and said Tract 14, N. 16° 50' 47" E. 465.31 feet to the place of beginning and containing an area of 5.000 acres of land.

See Attached Plat of Survey.

  
\_\_\_\_\_  
Russell T. Gully  
Registered Professional Land Surveyor No. 5636



FIELD NOTES

8.006 Acres

October 4, 2006  
06-A-1667m

Being an area of 8.006 acres of land out of the south part of Tract 14 and the north part of Tract 13, Southwest Acres Addition, Tom Green County, Texas as per plat recorded in Volume 4, Page 215, Plat Records of Tom Green County, Texas and said 8.006 acre tract being more particularly described by metes and bounds as follows;

Beginning at a ½" iron rod with cap set for the northeast corner of this tract in the east line of said Tract 14 and in the west line of South Line Road and being 655.99 feet S. 11° 12' 50" E. from a ½" iron pipe found for the northeast corner of said Tract 14;

Thence with the east line of this tract and said Tract 14 and 13 and the west line of said South Line Road, S. 11° 12' 50" E. at 346.89 feet pass a ½" iron pipe found for the southeast corner of said Tract 14 and the northeast corner of said Tract 13, in all a total distance of 577.81 feet to a ½" iron rod with cap set for the southeast corner of this tract;

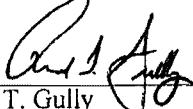
Thence with the south line of this tract and across said Tract 13, S. 78° 47' 10" W. 946.17 feet to a ½" iron rod with cap set for the southwest corner of this tract;

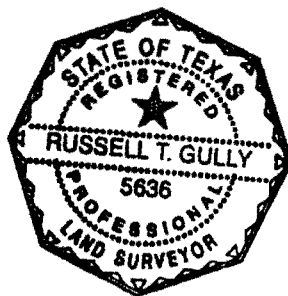
Thence with the west line of this tract and said Tract 13 and 14, N. 31° 01' 33" E. at 156.57 feet pass the northwest corner of said Tract 13 and the southwest corner of said Tract 14, in all a total distance of 496.52 feet to a concrete monument found for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 1860.08 feet, central angle for this part of 04° 20' 36", arc length of 141.01 feet and whose long chord bears N. 27° 36' 40" E. 140.97 feet to a ½" iron rod with cap set for the northwest corner of this tract;

Thence with the north line of this tract and across said Tract 14, N. 78° 47' 10" E. 524.01 feet to the place of beginning and containing an area of 8.006 acres of land.

See Attached Plat of Survey.

  
\_\_\_\_\_  
Russell T. Gully  
Registered Professional Land Surveyor No. 5636



FIELD NOTES

8.000 Acres

October 4, 2006  
06-A-1667s

Being an area of 8.00 acres of land out of the south part of Tract 13, Southwest Acres Addition, Tom Green County, Texas as per plat recorded in Volume 4, Page 215, Plat Records of Tom Green County, Texas and said 8.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" iron rod with cap set for the southeast corner of this tract and said Tract 13 and also being in the west line of South Line Road and said beginning corner also being the northeast corner of Tract 12 of said Southwest Acres Addition;

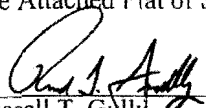
Thence with the south line of this tract and said Tract 13 and north line of said Tract 12, S. 77° 47' 25" W. 1245.38 feet to a 1/2" iron rod with cap set for the southwest corner of this tract and said Tract 13 and the northwest corner of said Tract 12;

Thence with the west line of this tract and said Tract 13, N. 30° 54' 11" E. 309.94 feet to a concrete monument found for an angle corner, N. 31° 01' 33" E. 135.61 feet to a 1/2" iron rod with cap set for the northwest corner of this tract;

Thence with the north line of this tract and across said Tract 13, N. 78° 47' 10" E. 946.17 feet to a 1/2" iron rod with cap set for the northeast corner of this tract;

Thence with the east line of this tract and said Tract 13 and the west line of said South Line Road, S. 11° 12' 50" E. 308.66 feet to the place of beginning and containing an area of 8.000 acres of land.

See Attached Plat of Survey.

  
\_\_\_\_\_  
Russell T. Gully  
Registered Professional Land Surveyor No. 5636



**CERTIFIED FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Elizabeth McGill*

Elizabeth McGill, County Clerk  
Tom Green County TEXAS

February 15, 2007 03:31:50 PM

FEE: \$36.00

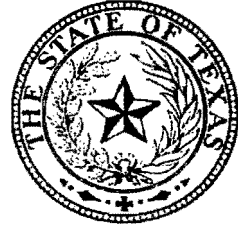
626920

VOL. 86 PG. 617



# San Angelo-Tom Green County Health Department

PUBLIC HEALTH BUILDING - 2 CITY HALL PLAZA  
P.O. BOX 1751  
SAN ANGELO, TEXAS 76902



S. Michael Loving  
Director  
915/657-4214

Mr. Kyle Plagens  
SK Engineering  
1122 South Bryant  
San Angelo, TX 76903

Feb 26, 2007

Re: Southwest Acres Additon Tracts 13,14 replat

Dear Mr. Plagens,

We have received and reviewed the plat and planning materials for the above replat. The area is not located in a regulated floodplain and the soils appear generally suitable for onsite septic systems (OSSF). The lot sizes are sufficient size for onsite sewage systems.

All wells must be 100 feet from existing or new septic systems.

All OSSFs in the subdivision must be constructed in compliance with the existing rules and regulations.

If these conditions are met, this department has no objections to the approval of the subdivision.

Sincerely,

A handwritten signature in cursive script that reads "Pam Weishuhn".

Pamela Weishuhn  
Tom Green County Designated Representative

#8

**Roundtree Building Cost Options**

<b>Demolition Cost</b>			
Item	Units	Unit Price	Total Price
Asbestos Abatement			\$11,965.00
Demolition of Building	2521	\$4.25	\$10,714.25
Paving of Surface	7486	\$2.75	\$20,586.00
<b>Total Demolition Costs</b>			<b>\$43,265.25</b>

<b>County Utilization Cost</b>			
<b>I.T. System Connectivity Cost</b>			
Item	Units	Unit Price	Total Price
Fiber Optic from inside jail under ground to Rountree building	1		\$2,500.00
Fiber Optic 3' patch cables	2	\$43.00ea	\$86.00
Fiber Optic cable	300	\$1.50 ea	\$450.00
Fiber Optic ends on cable	8	\$50.00ea	\$400.00
Cisco Switch 2950 100 base FX	1		\$1,340.00
Swing Gate Rack	1		\$148.00
Raceways, boxes & Cat 5 snap in jacks	1		\$150.00
Leviton Fiber Optic Patch Panel	1		\$440.00
Levion Cat 5 Patch Panel	1		\$49.00
Cat 5 Cable	500	\$0.32	\$160.00
<b>Total I.T. System Connectivity Costs</b>			<b>\$5,723.00</b>
<b>Incidental Cost</b>			
Item	Units	Unit Price	Total Price
Copier by Year	12	\$280.00	\$3,360.00
<b>Total Incidental Costs</b>			<b>\$3,360.00</b>
<b>Total County Utilization Cost</b>			<b>\$9,083.00</b>
If building were brought up to ADA requirements (Ramp, Door, and Bathroom)			<b>\$12,500.00</b>



# BLUEBONNET FAMILY CARE



Suite 3 • 2030 Pulliam Drive • San Angelo, Texas 76905 • Office: 325-653-0800 • Fax 325-653-0068

February 27, 2007

Tom Green County Commissioners  
138 W. Harris  
San Angelo, TX 76903

Dear Sirs,

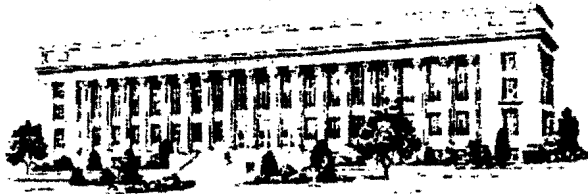
The Bluebonnet Family Care Board is withdrawing our request to lease the building at 19 N. Irving. Don Killam's letter from February 20<sup>th</sup> and Archie Koontz's statement of additional demands for Workman's Comp Insurance and million-dollar malpractice insurance make the lease cost exorbitant.

Bluebonnet Family Care feels that the Commissioners have missed an opportunity to help the constituents of Tom Green County gain better access to affordable health care. Bluebonnet Family Care will continue our mission to improve the health of each patient and each community in the Concho Valley.

Sincerely,

Don Cheek  
President  
Bluebonnet Family Care

cc: San Angelo Standard Times

BUILDING USAGE COMMITTEE  
TOM GREEN COUNTY

February 20, 2007

Dr. Perez  
Bluebonnet Family Care  
2030 Pulliam Dr., Ste. 3  
San Angelo, TX 76905

Dear Dr. Perez:

An agenda item has been requested for the Tom Green County Commissioners Court meeting of February 27, 2007 concerning the findings of the Building Usage Committee in reference to the building located at 19 N. Irving. In addition to the cost estimates requested by Commissioners, the committee has been directed to attempt to gain information from Bluebonnet Family Care for consideration as well.

Please provide all information and supporting documentation to satisfy the following list:

- I. Documentation showing Articles of Incorporation and standings with the state.
- II. Past three to five (preferably five) Income Tax Statements filed by your Board of Directors or Officers of Agency.
- III. List of Board of Directors including occupation, address and phone number.
- IV. Bluebonnet Family Care business plan and programs it will provide with a basic outline as to how programs will be met.
- V. Mission Statement.
- VI. List of current Officers of Agency including occupation, address and phone numbers.
- VII. Proof of Insurance in an amount suitable to the County for indemnification purposes (\$1,000,000).
- VIII. Documentation with name/names of person/persons responsible and authorized by Board of Directors to enter into contract with county.
- IX. Board of Directors and Officers of agency must be bondable with amount to be determined by County.
- X. Statement of accountability as to individual or board accountability.

In addition to the information and documentation requested, the committee is prepared to consider any fair market lease, or "best and final" offer that you would make at this time. In accordance with Texas Local Government Code 263.007 (d) the Commissioners' Court may reject any and all bids submitted to the RFP or during negotiations.

Sincerely,

Don Killam  
Chairman - Building Usage Committee

cc: TGC Commissioners Court

**RESOLUTION**

THE STATE OF TEXAS     }  
COUNTY OF TOM GREEN   }

The Commissioners Court of Tom Green County, Texas does hereby order the change of the polling place location for Precincts 137.


The new location for precinct 137 will be Station 618 at 618 South Chadbourne Street. This polling location has been located at the Senior Citizens Center at 702 South Chadbourne. This location is located directly across from the previous polling location and will be more accessible as well as provide more parking. The court is ordering that the elections be moved to this new location.

This location will be used for the May 12, 2007 election as well as for all future elections that fall in this jurisdiction and that are held by the Tom Green County Elections Administrator's Office.

Tom Green County Election Administrator is hereby instructed to submit pre-clearance documentation to the Justice Department so that these changes may be considered for approval. A Public Notice will be published in the newspaper notifying the voters of these changes. Notice will be mailed to all registered voters in all precincts concerning these changes.


Signed this 27 day of Feb, 2007.

  
County Judge

  
County Commissioner, Precinct 1

  
County Commissioner, Precinct 2

  
County Commissioner, Precinct 3

  
County Commissioner, Precinct 4



**STATE OF TEXAS**

**COUNTY OF TOM GREEN**

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Nolan, Fisher & Mitchell Counties' acting by and through its duly authorized representatives, the Commissioners' Court of Nolan, Fisher & Mitchell Counties', Texas, Gerald Jenschke, Nolan, Fisher & Mitchell Counties' Chief Juvenile Probation Officer, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Nolan, Fisher & Mitchell Counties', in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Nolan, Fisher & Mitchell Counties' for such use and purpose, and Nolan, Fisher & Mitchell Counties' desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is

received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Nolan, Fisher & Mitchell Counties' shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Nolan, Fisher & Mitchell Counties'.

(3) Nolan, Fisher & Mitchell Counties' agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Nolan, Fisher & Mitchell Counties', the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Nolan, Fisher & Mitchell Counties' and to request that Nolan, Fisher & Mitchell Counties' be billed for the same. Nolan, Fisher & Mitchell Counties' agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Nolan, Fisher & Mitchell Counties' of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Nolan, Fisher & Mitchell Counties' may be denied if space limitations require.

(6) Children from Nolan, Fisher & Mitchell Counties' who are alleged to have engaged in delinquent conduct or

conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Nolan, Fisher & Mitchell Counties', or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Nolan, Fisher & Mitchell Counties', in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Nolan, Fisher & Mitchell Counties' and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Nolan, Fisher & Mitchell Counties' Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Nolan, Fisher & Mitchell Counties' shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Nolan, Fisher & Mitchell Counties' or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Nolan, Fisher & Mitchell Counties', its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Nolan, Fisher & Mitchell Counties' unless a new Order has been issued authorizing the continued detention, and a copy of such

Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Nolan, Fisher & Mitchell Counties', its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Nolan, Fisher & Mitchell Counties' for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Nolan, Fisher & Mitchell Counties'.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Nolan, Fisher & Mitchell Counties', its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Nolan, Fisher & Mitchell Counties' shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Nolan, Fisher & Mitchell Counties' may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not

cure such failure within a period of ten (10) days (or such extensions as authorized by Nolan, Fisher & Mitchell Counties' in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including

apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

---

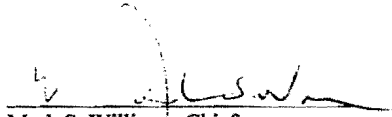
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Nolan, Fisher & Mitchell Counties' for such children placed in the facility by the Judge of Nolan, Fisher & Mitchell Counties' having juvenile jurisdiction.

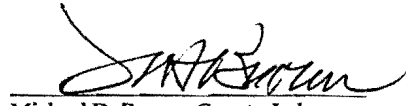
This contract is in lieu of all previous contracts between Tom Green County and Nolan, Fisher & Mitchell Counties' for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 26<sup>th</sup>, day of January, 2007, to be effective September 1, 2006,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas

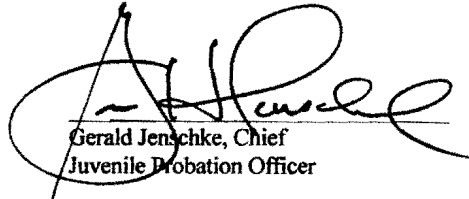
  
Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Nolan, County

\_\_\_\_\_  
Fisher County

\_\_\_\_\_  
Mitchell County

  
Gerald Jenschke, Chief  
Juvenile Probation Officer

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Shackelford acting by and through its duly authorized representatives, the Commissioners' Court of Shackelford County, Texas, Ross Montgomery, Shackelford County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Shackelford County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Shackelford County for such use and purpose, and Shackelford County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is

received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Shackelford County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Shackelford County.

(3) Shackelford County agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Shackelford County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Shackelford County and to request that Shackelford County be billed for the same. Shackelford County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Shackelford County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Shackelford County may be denied if space limitations require.

(6) Children from Shackelford County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Shackelford County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and

holidays) must have a detention hearing in the Juvenile Court of Shackelford County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Shackelford County and such child thereafter if found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Shackelford County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Shackelford County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Shackelford County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Shackelford County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Shackelford County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be

removed by Shackelford County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Shackelford County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Shackelford County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Shackelford County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Shackelford County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Shackelford County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Shackelford County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green

County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment

without regard to race, color, religion, sex, or national origin.

---

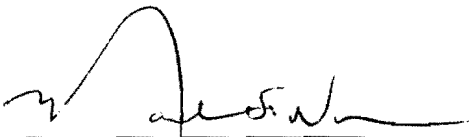
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Shackelford County for such children placed in the facility by the Judge of Shackelford County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Shackelford County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 28<sup>th</sup>, day of February, 2007, to be effective September 1, 2006,  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS



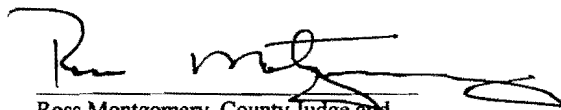
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas



Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Shackelford County



Ross Montgomery, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Jones acting by and through its duly authorized representatives, the Commissioners' Court of Jones County, Texas, Dale Spurgin, Jones County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Jones County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred ~~for an~~ act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Jones County for such use and purpose, and Jones County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is

received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Jones County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Jones County.

(3) Jones County agrees to pay Tom Green County the sum of ~~\$83.00~~ per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Jones County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Jones County and to request that Jones County be billed for the same. Jones County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Jones County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those of contract counties and placement of children from Jones County may be denied if space limitations require.

(6) Children from Jones County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Jones County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a

detention hearing in the Juvenile Court of Jones County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Jones County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Jones County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Jones County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Jones County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Jones County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Jones County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be

removed by Jones County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Jones County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Jones County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Jones County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Jones County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Jones County may, be written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Jones County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either

of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

---

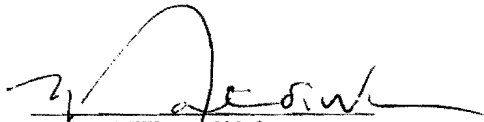
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Jones County for such children placed in the facility by the Judge of Jones County having juvenile jurisdiction.

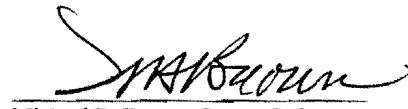
This contract is in lieu of all previous contracts between Tom Green County and Jones County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 28<sup>th</sup> day of February, 20 07, to be effective September 1, 2006,<sup>7</sup>  
each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

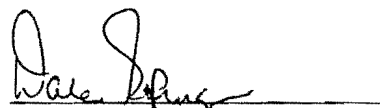
COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS

  
Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas

  
Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF

\_\_\_\_\_  
Jones County

  
Dale Spurgin, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR  
DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown, County Judge, and the County of Sutton acting by and through its duly authorized representatives, the Commissioners' Court of Sutton County, Texas, Carla Garner, Sutton County Judge, to be effective September 1, 2006 to August 31, 2007.

**WITNESSETH:**

**I.**

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Sutton County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court; and

Whereas, Tom Green County desires to make the facilities available to Sutton County for such use and purpose, and Sutton County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or

personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, Sutton County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of Sutton County.

(3) Sutton County agrees to pay Tom Green County the sum of **\$83.00** per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being based on the projected actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by Sutton County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Sutton County and to request that Sutton County be billed for the same. Sutton County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Sutton County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over

those of contract counties and placement of children from Sutton County may be denied if space limitations require.

(6) Children from Sutton County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of Sutton County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of Sutton County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from Sutton County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement, upon such determination and notification by the Administrator to the Sutton County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Sutton County shall be maintained therein except that the staff of either facility may take the children under supervision from the facility to participate in Community activities.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the Judge of Juvenile Court in Sutton County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in

the facilities shall be removed therefrom by Sutton County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Sutton County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that child a child in pre-adjudication care not be removed by Sutton County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Sutton County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

(14) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Sutton County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Sutton County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Sutton County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.

## II. DEFAULT

(1) Sutton County may, be written notice of default to Tom Green County, terminate in whole or any part

of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by Sutton County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

### III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive herefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the

work assigned by this contract.

#### IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

-----

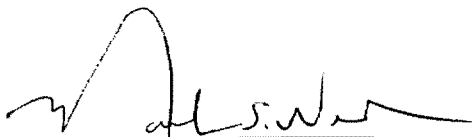
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by Sutton County for such children placed in the facility by the Judge of Sutton County having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and Sutton County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 28<sup>th</sup>, day of February, 2007, to be effective September 1, 2006, each copy hereof shall be considered an original copy for all purposes.

Approved as To Form

COMMISSIONERS' COURT OF  
TOM GREEN COUNTY, TEXAS



Mark S. Williams, Chief  
Juvenile Probation Officer  
Tom Green County, Texas




Michael D. Brown, County Judge  
and Presiding Officer of Said Court

COMMISSIONERS' COURT OF



Sutton County

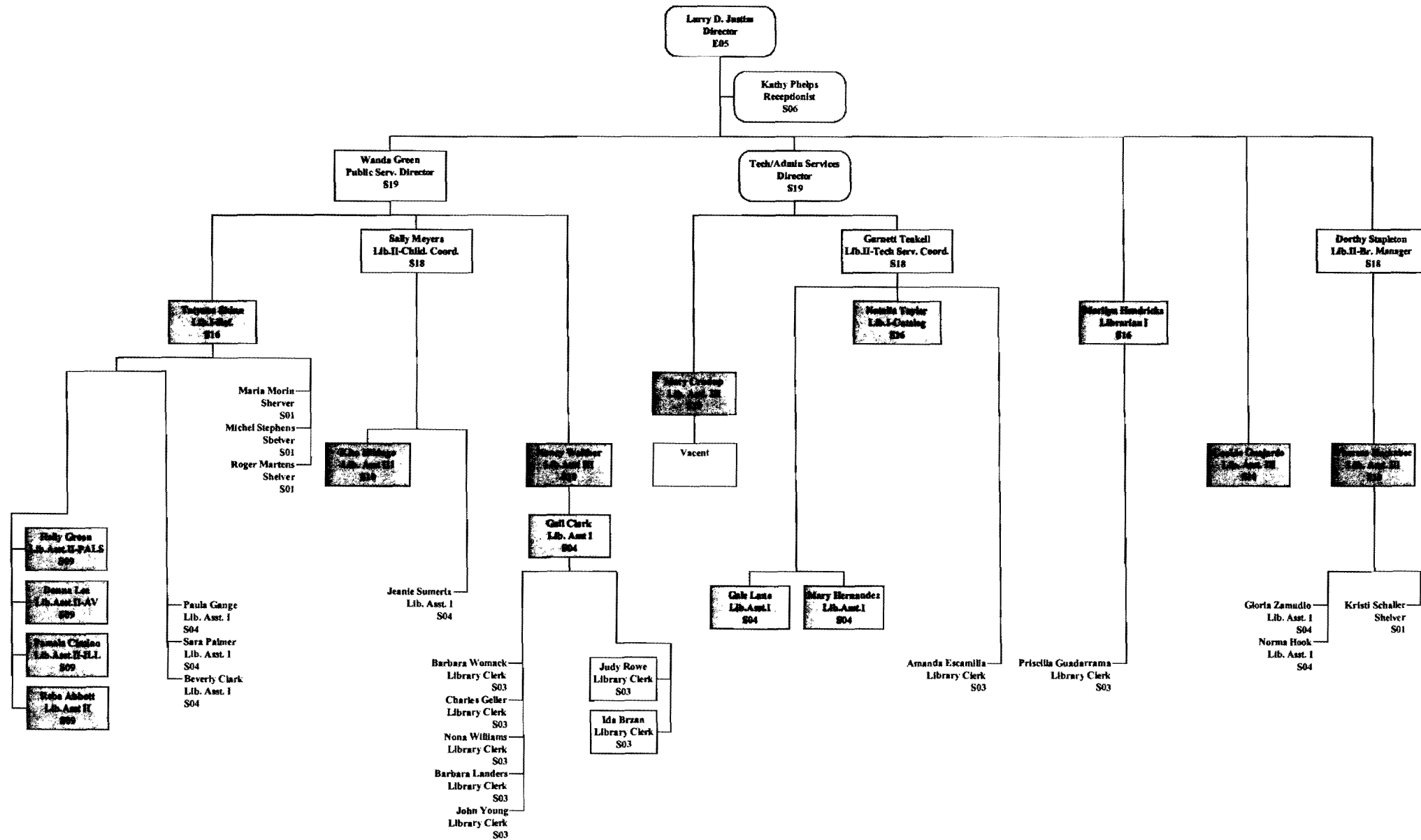


Carla Garner, County Judge and  
Presiding Officer of Said Court,

\*\*\*\*\*

#10

# TOM GREEN COUNTY LIBRARY



VOL. 86 PG. 651

#12

Sp- RFB 07-013 "Crack Sealant Materials SP"

14-Feb-07

<u>Company</u>	<b>Meggison Enterprises</b>	<b>Briley Construction</b>	<b>Deery American Corporation</b>		<b>Crafco Texas, Inc</b>
<u>Location</u>	Bedford, TX	Odessa, TX	Grand Junction, CO		San Antonio, TX 78232
<u>Product</u>	Texas Type A	No Bid	Deery #102	Deery #200	Crafco Roadsaver 221
<u>Packaged</u>	40# box	No Bid	30lb	30lb	72-35lb bx per pallet
<u>Est. Delivery</u>	5days	No Bid	14days	14	7-10days
<u>Price</u>	\$14.80/per box	No Bid	\$10.38/bx	\$8.88/bx	\$13.48/per bx
			price good delivered in 45K lb truck loads	price good delivered in 45K lb truck loads	

Delivery Location: WALL YARD 8423 FM 2334, Wall, TX 76957