Tom Green County Commissioners' Court

May 8th, 2007 The Commissioners' Court of Tom Green County, Texas, met in Regular Session May 8th, 2007 in the Edd B. Keyes Building, with the following members present:

Ralph 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. County Judge Michael Brown called the meeting to order at 8:03 A.M.
- 2. Judge Brown recessed the Open Meeting to go into a Closed Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, subchapter D at 8:03 AM.
- 5. Judge Brown reconvened the meeting in Open Session at 8:46 AM.
- 6. Judge Brown offered the invocation. The Pledge of Allegiance to the United States and the Texas Flags were recited.
- 7. Commissioner Easingwood moved to accept the Consent Agenda as presented. Commissioner Hoelscher seconded the motion. The following items were presented:
 - A. Approved the Minutes of the Meetings from April 24th, 2007.
 - B. Approved the Minutes of Accounts Allowable (Bills) from May $2^{nd} 8^{th}$, 2007 in the amount of \$ 293.571.69. (Recorded with these minutes.) Purchase Orders from April 30th - May 4th, 2007 in the amount of \$ 38,512.06.
 - C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your Approval:

NAME	DEPARTMENT	ACTION	EFF	RANGE	SALARY	SUPPLEMENT
			DATE			
Gutierrez, Carmen G.	County Clerk	New Hire	5-01-07	S06	\$695.45 S/M	
Gammons, Roger D.	Sheriff	New Hire	5-07-07	L04	\$1210.73 S/M	
Bryant, Kelly J.	County Clerk	New Hire	5-07-07	S06	\$695.45 S/M	

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
DeHoyos, Mario	Sheriff	Resignation	5-14-07	L04	\$1241.00 S/M	
Lloyd, Mary D.	CSCD	New Hire	4-23-07	N/A	\$1105.00 S/M	
Kennemer, Crystal D.	CSCD	New Hire	4-27-07	N/A	\$836.54 S/M	

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

VOL. 37 PG. 228

D. Approved request from Verizon Southwest to construct communication line(s) within the right of way of a County road as proposed:

1. To bury a cable 3 feet in the South ROW of W. Ratliff Road placing the proposed cable a distance of 1900 feet at a minimum depth of 24 inches;

2. To bury a cable 3 feet in the North ROW of Samantha RD 655 feet starting at a point 640 feet from the West ROW line of Duckworth RD. westward to the end of Samantha Road, a minimum depth of 24 inch; and

3. Bury a cable along White Tail Lane in the North ROW a distance of 920 feet starting at the end of the existing cable and ending at the end of White Tail Lane, placing a 3 feet cable in the ROW at minimum depth of 24 inches. (Recorded with these minutes.)

E. Approved out of state training for the Veterans County Service Officer to attend a conference.

F. Accepted Justice of the Peace Fee Collection Reports April 2007, pursuant to Section 114.044 of the Local Government Code, as Presented: Precinct #1 in the amount of \$ 15,883.00

- Precinct #3 in the amount of \$ 24,088.00 Precinct #4 in the amount of \$ 34,986.65
- G. Approved the sale of Tax Foreclosure Property being Lots 26, Block 24, Lake Concho Estates, Cause # B-06-008-T to John Grimes in the amount of \$500.00.
- H. Acknowledged the disposition of two Wyse monitors pursuant to Local Government Code 263.152(2) "offer property as trade in for new property".
- I. Approved the sale of City of San Angelo Tax Trustee Property being:
 - 1. Lot 10, Block 10 of the Mineola Addition, Cause # B-03-0103-T, to Gloria Morena in the amount of \$1,000.00.
 - 2. .367 acre tract being Lot 2 of the Andrew D. Smith Subdivision, Cause # B-01-0090-T, to Alvaro Huichapa in the amount of \$1,800.00.
 - 3. Lot 6, Block 1 and Lot 3, Block 2 of the Jade Addition, Cause # TAX90-0104B, to Ken Spieker in the amount of \$1,500.00.
 - 4. Lot 20, Block 68 in the Miles Addition, Cause # B-99-0081-T, to Genaro and Maria Ledezma in the amount of \$1,300.00.

The motion carried 5-0.

- 9. Commissioner de Cordova moved to approve a private appraisal on two acres of land being considered for County purchase as discussed in the Executive Session. Commissioner Easingwood seconded the motion. The motion passed 5-0.
- 16. Commissioner Hoelscher moved that letters should be written to elected state officials and the Public Utilities Commission (PUC) in support of a Resolution concerning Competitive Renewal Energy Zones. Judge Brown seconded the motion. The motion passed 5-0.

VOL. 37 PG. 229

- **12.** Zibeon Serrato of Cal-Tech gave the Quarterly Information Technology Report. No Action taken, acknowledged report. (Copy of report recorded with these minutes as a matter of record.)
- 10. Judge Brown moved to adopt the Resolution acknowledging a partnership between Big Brothers and Big Sisters of San Angelo and the Tom Green Juvenile Justice Center and approve the grant application for a Title V Grant from the Governor's Office. Commissioner Easingwood seconded the motion. The motion passed 5-0. (Recorded with these minutes.)
- 11. Judge Brown moved to approve the Contracts and Agreements between Tom Green County Juvenile Justice Center and the 118th Judicial District (Howard County) based upon space availability. Commissioner de Cordova seconded the motion. The motion passed 5-0. (Recorded with these minutes.)
- 13. Judge Brown moved to approve the application by the Sheriff's Department for a Grant from the Federal Department of Justice for assistance with the purchase of new bulletproof vest for the Sheriff's Department. Commissioner Hoelscher seconded the motion. The motion carried 5-0.
- 14. Judge Brown moved to approve the Resolution to allow the Tom Green County Sheriff's Office to apply for a grant for FY 08and FY 09 from the Office of the Attorney General for an Other Victim's Assistance Grant to enable them to continue operation of the Sheriff' Crisis Intervention Unit. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)
- **15. Tabled** consideration for contract of the Christoval Little League fields with Wall Little League Association.
- 17. Tabled consideration for the Record Management Plan.
- 18. Commissioner de Cordova moved to approve moving the Purchasing Department to the current location of the Indigent Health Office, as soon as the Indigent Health Office has completed it's move to their new location on North Irving Street. Commissioner Hoelscher seconded the motion. The motion passed 5-0.
- 19. Commissioner Easingwood moved to authorize the 10% Acquisition Expense, not to exceed \$55,600.00, for the widening of FM 853 (Arden Road) and authorize the County Judge to sign "Agreement to Contribute Funds Form", with all contracts to be recorded. Commissioner Floyd seconded the motion.
- 20. Judge Brown moved to approve the Revisions to Chapter 7 of the Tom Green County Human Resource Policies as modified.

7.00 EMPLOYEE BENEFITS

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7.01 MEDICAL, DENTAL, AND LIFE INSURANCE. Full-time employees (work a 40hr/week schedule) are provided general medical, hospitalization, dental, and life insurance after a six month (180 day) waiting period.

Employees who satisfy the initial waiting period, subsequently transfer to a position funded by State or Federal monies but paid through County payroll, and then return to a County funded position, will not be required to serve an additional waiting period.

Insurance benefits for employees in grant-funded positions will be continued from one grant year to the next as long as no break in service occurs.

Refer to current insurance booklet for more information about these benefits.

7.02 VACATION, SICK, HOLIDAY, and BEREAVEMENT LEAVE. See Chapter 8.

7.03 EMPLOYEE HEALTH CLINIC. Full-time employees and their spouses and dependents can receive primary and minor emergency medical care at the City/County Health Clinic. During the first six months of employment, a \$10.00 co-pay is charged. After this initial period, office visits are free to employees and spouses/dependents that are covered by the County's health insurance plan. Spouses/dependents that are not on the County's health insurance plan will be assessed a \$10.00 co-pay per visit.

7.04 CAFETERIA PLAN. Full-time employees (work a 40-hour/week schedule) are eligible for this benefit. The Cafeteria Plan is an Internal Revenue Service sanctioned program which allows employees to pay for dependent health insurance premiums, allowable health care expenses, and/or dependent day-care costs with pre-tax dollars.

This option is offered by signing a contract for one calendar year.

Refer to current Cafeteria Plan Document for additional information.

7.05 **DIRECT DEPOSIT.** Electronic deposit of your semi-monthly paycheck into your bank is available.

The Direct Deposit Form is available on the Tom Green County Intranet.

7.06 RETIREMENT. Tom Green County is a member of the Texas County & District Retirement System (TCDRS). All non-temporary full-time and part-time employees are required to become members of TCDRS and contribute 7% of their total pay per month into their retirement account. The employer contribution rate is set annually by the Commissioner's Court.

Employees are vested in TCDRS upon completion of 8 years of service with the County.

Additional information is available in the TCDRS Guide to Member Benefits or by accessing www.tcdrs.org.

7.07 SUPPLEMENTAL RETIREMENT PLANS. Employees may contribute to a tax deferred, supplemental retirement plan (IRS 457) through payroll deduction.

VOL. 87 rg. 231

7.08 SOCIAL SECURITY AND MEDICARE. All employees of the County are covered by social security. The county also contributes to the social security and Medicare systems on behalf of each employee.

7.09 WORKERS' COMPENSATION. All employees of Tom Green County are covered by the workers' compensation insurance program unless they elect to waive this benefit.

The county pays the premium with the exception of CSCD and CRTC, which is carried by the state. Workers' Compensation coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries.

Detailed information about workers' compensation benefits is found in Chapter 10 of these policies.

7.10 CREDIT UNION. Employees are eligible to bank at San Angelo Federal Credit Union and 1st Community Federal Credit Union.

7.11 HEALTH CLUB MEMBERSHIP. Employees may join Community Health Club of San Angelo, Shannon Health Club, or Gold's Gym at discounted rates.

7.12 UNEMPLOYMENT INSURANCE. Employees of the county are covered under the Texas Unemployment Compensation Insurance program, and the county pays for this benefit. This program provides payments for unemployed workers in certain circumstances.

7.13 CONTINUATION OF GROUP INSURANCE. The federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows certain individuals the option of continuing their group health and dental insurance, at the individuals' full expense, under specified conditions, beyond the date on which it would otherwise terminate.

Employees are provided detailed information about their rights to continue coverage under COBRA by the County's health and dental plan administrator.

Each covered employee is responsible for notifying the Treasurer's Office of a change in family status such as: spouse gaining/losing employment, divorce, or a child becoming eligible or ineligible for dependent's coverage. If the change would cause the employee or a covered dependent to become ineligible for county health insurance, an "Insurance Coverage Continuation Form" will be provided to the appropriate person(s). In order to qualify for continued coverage, specific application deadlines must be met, and the employee, or the applicable spouse or child, must pay all insurance premiums in a timely manner.

Commissioner de Cordova seconded the motion.

The motion passed 5-0.

21. Judge Brown moved to adopt Resolution authorizing the County Attorney to apply fo the Office of the Attorney General for a Grant to Pay for the Salary of the Victim/Witness Assistance Program. Commissioner Floyd seconded the motion. The motion passed 5-0. (Recorded with these minutes.)

- 22. The only committee a report regarding the Library/former Hemphill-Wells Building is that the Committee will meet with the Architect on Wednesday. The committee will be starting the Community Contribution Campaign to raise the additional five million dollars to complete the project.
- 23. The only issue discussed was some drainage problems in some of the subdivisions after the recent rain fall that related to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations. No actions.

24. Judge Brown moved to approve the following line item transfers: Fund: General Fund

Department	Account	Budget Increase	Budget Decrease
138 Custodial Services	0105 Salary/Employees		2,500.00
138 Custodial Services	0108 Salary/Part-time	2,500.00	·
037 Tax Assessor	0405 Dues & Subscriptions	102.00	
037 Tax Assessor	0428 Travel & Training		102.00
009 New Department	ROW Acquisition	44,231.00	
192 Contingency	0601 Reserves		44,231.00
201-080 Lone Star Gran	t 0435 Books	42.00	
201-080 Lone Star Gran	t 0301 Office Supplies		42.00

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

25. Future Agenda Items:

- 1. Consider waiving rental fees for a fund raising benefit.
- 2. Consider revision of Park fees for hook-ups.
- 26. Announcements:
 - 1. A Relinquishment of delegated authority from the City of San Angelo to Tom Green County regarding Septic Tanks. (Recorded with these minutes to be a part of the record.)

27. Judge Brown adjourned the meeting at 9:57 AM.

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on May 8th, 2007.

I hereby set my hand and seal to this record May 8th, 2007.

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

VOL. 87



8-B

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Treasurers' Accounts Payable Report

Period of May 2, 2007 - May 8, 2007

Hand delivered Date: 05/04/07 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							
\$294,237.21 All Bank Accounts-Refer to Last Page							
Payroll-Employee Paychecks							
Payroll-Employee or Election Paychecks							
\$1,230.00 jury Checks	05/01/07 and 05/03/07						
-\$1,895.52 Vaids-Manth of	04/01/07 thru 04/30/07						
\$293,571.69 Grand Total							

Submitted by Dianna Spieker, County Treasurer Prepared by Deputy Treasurer Deputy Treasurer
Approved in Commissioner's Court on May 8 ⁺⁴ , 2007 Mike Brown-County JudgeMACHOUN
Ralph Hoelscher-Comm. Pct #1 Kalph Hoelschubrey de Cordova-Comm. Pct #2 Lifend Landon Steve Floyd-Comm. Pct #3 Free Richard Easingwood-Comm. Pct#4 fichards frigand, h.



NOTICE OF COMMUNICATION LINE INSTALLATION

GTE Southwest, Inc. D/B/A Verizon P.O. Box 1001 TXB21904 San Angelo, Tx 76904

Date: April 20, 2007

W.O. 5178-3P0A0KR

Exchange SANANGELO

TO THE COMMISSIONER'S COURT OF TOM GREEN County.

ATTENTION COUNTY JUDGE:

Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line

DV

within the right-of-way of a County Road in TOM GREEN COUNTY, TX. as follows: PROPOSED WILL BE A BURIED COPPER CABLE 3' IN THE SOUTH ROW OF W. RATLIFF RD. STARTING AT THE END OF THE EXISTING CABLE. THE PROPOSED CABLE WILL BE PLACED A DISTANCE OF 1900' AT A MINIMUM DEPTH OF 24".

The location and description of this line and associated appurtenances is more fully shown by 2 copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this Notice by the <u>VERIZON SOUTHWEST</u> does not constitute a waiver, surrender, abandonment or impairment

of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after MAY 5TH, 2007.

BY: Brenda McWilliams,

Supervisor - Network Engineering & Planning

Signature: Dlend lan

Office: 325 949-0884 Fax: 325 942-0682







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NOTICE OF COMMUNICATION LINE INSTALLATION

GTE Southwest, Inc. D/B/A Verizon P.O. Box 1001 TXB21904 San Angelo, Tx 76904

Date: April 16, 2007

W.O. 5178 - 3P0A0KU

Exchange 5178 SAN ANGELO

TO THE COMMISSIONER'S COURT OF TOM GREEN County.

ATTENTION COUNTY JUDGE: TOM GREEN COUNTY Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line

within the right-of-way of a County Road in TOM GREEN COUNTY as follows: PROPOSED WILL BE A BURIED COPPER CABLE 3' IN THE NORTH ROW OF SAMANTHA RD A DISTANCE OF 655' STARTING AT A POINT 640' FROM THE WEST ROW LINE OF DUCKWORTH RD. WESTWARD TO THE END OF SAMANTHA RD. ALL CABLE WIL BE PLACED A MINIMUM DEPTH OF 24"

The location and description of this line and associated appurtenances is more fully shown by <u>2</u> copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this Notice by the <u>VERIZON SOUTHWEST</u> does not constitute a waiver, surrender, abandonment or impairment

of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

VOL. 87 PG. 239

Construction of this line will begin on or after APRIL 23,2007.

BY: Brenda McWilliams,

Supervisor - Network Engineering & Planning

Mc Williams BORDA Signature:

Office: 325 949-0884 Fax: 325 942-0682



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NOTICE OF COMMUNICATION LINE INSTALLATION

GTE Southwest, Inc. D/B/A Verizon P.O. Box 1001 TXB21904 San Angelo, Tx 76904

Date: April 18, 2007

W.O. 3P0A0KT

Exchange : 5178 SAN ANGELO

TO THE COMMISSIONER'S COURT OF TOM GREEN County.

ATTENTION COUNTY JUDGE: Formal notice is hereby given that VERIZON SOUTHWEST will construct a communication line

within the right-of-way of a County Road in TOM GREEN, TX. as follows:

PROPOSED WILL BE A BURIED COPPER CABLE ALONG WHITE TAIL LN. IN THE NORTH ROW A DISTANCE OF 920' STARTING AT THE END OF THE EXISTING CABLE AD ENDING AT THE END OF WHITE TAIL LN. WHICH DEAD ENDS. PROPOSED CABLE WILL BE PLACED 3' IN THE ROW, AT A MINIMUM DEPTH OF 24"

The location and description of this line and associated appurtenances is more fully shown by <u>2</u> copies of drawings attached to this notice. The line will be constructed and maintained on the County Road right-of-way in accordance with governing laws.

Notwithstanding any other provisions contained herein, it is expressly understood that tender of this Notice by the <u>VERIZON SOUTHWEST</u> does not constitute a waiver, surrender, abandonment or impairment

of any property rights, franchise, easement, license, authority, permission, privilege or right now granted by law or may be granted in the future and any provision or provisions so construed shall be null and void.

Construction of this line will begin on or after April 25TH, 2007.

BY: Brenda McWilliams,

Supervisor - Network Engineering & Planning

Villiam Danda Signature:

Office: 325 949-0884 Fax: 325 942-0682









Tom Green County

Executive Technology Service Report provided by CalTech 1/1/2007 - 3/31/2007

Total Service Time:	455.75	
Total Service Time:	155.75	
Total Project Time:	0.00	
Emergency Incidents Used:	1	
Total Contract Time Used:	154.75	
Other Time (Travel):	0.00	

Contract Time Used by Contacts

Kevin Burke	0.50
Susan Counts	153.50
Mitch Mitchell	0.75

Contract Time by Problem Category



Backup System Problem	12.8%
Email Problem	9.1%
Equipment List	0.2%
Internet Problem	2.9%
LAN/WAN Problem	1.9%
Maintenance	28.9%
Misc	2.9%
PC Problem	12.4%
Projects	4.7%
ONC QNC	5.5%
Research	0.6%
Server Problem	17.5%
Technology	0.6%
Total:	100.0%

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 118th Judicial District acting by and through its duly authorized representatives, the Juvenile Board of the 118th Judicial District, Texas, to be effective September 1, 2006 to August 31, 2007.

WITNESSETH:

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Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, 118th Judicial District, 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 118th Judicial District for such use and purpose, and 118th Judicial District 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,

VOL. 87 PG. 249

become null and void, and be of no further force or effect.

After receipt of notice of termination, 118th Judicial District 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 118th Judicial District.

(3) 118th Judicial District 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 118th Judicial District, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of 118th Judicial District and to request that 118th Judicial District be billed for the same. 118th Judicial District 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 118th Judicial District 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 118th Judicial District may be denied if space limitations require.

(6) Children from 118th Judicial District 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 118th Judicial District, 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 118th Judicial District, in accordance

VOL: 87 PG 250

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 118th Judicial District 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 118th Judicial District 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 118th Judicial District 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 118th Judicial District 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 118th Judicial District, 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 118th Judicial District 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 118th Judicial District, 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 118th Judicial District 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 118th Judicial District.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit 118th Judicial District, 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 118th Judicial District 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) 118th Judicial District 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 118th Judicial District 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

VOL. 87 PG. 252

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 indiect, 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 118th Judicial District for such children placed in the facility by the Judge of 118th Judicial District having juvenile jurisdiction.

This contract is in lieu of all previous contracts between Tom Green County and 118th Judicial District 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.

VOL. 87 PG. 254

Executed in duplicate this the $\mathcal{S}_{,}$ day of $\mathcal{M}_{,}$ day of $\mathcal{M}_{,}$ 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

Š

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

oun Michael D. Brown, County Judge

and Presiding Officer of Said Court

JUVENILE BOARD CHAIRMAN

Meerles J. Blocker 118th Judicial District

nni

Dennis Wells, Chief Juvenile Officer 118th Judicial District

vol. 87 PG. 255

RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO APPLY TO THE TEXAS OFFICE OF ATTORNEY GENERAL FOR A GRANT TO FUND THE **CRISIS INTERVENTION UNIT**

WHEREAS, Tom Green County Judge has approval to file a grant application with the Attorney General Office, State of Texas, for funding in the amount of \$60,000 in order to continue the Tom Green County Sheriff's Crisis Intervention Unit, and

WHEREAS, Tom Green County has agreed to contribute the total of \$0 in matching funds if the resolution is adopted and the application is approved, and

WHEREAS, Tom Green County agrees to accept the responsibility to adhere to all the grant regulations and guidelines, and in the event of loss or misuse of Office of Attorney General funds, the Tom Green County Commissioners' Court assures that the funds will be returned to the Office of Attorney General in full, and

WHEREAS, Tom Green County will not use the existence of an Office of Attorney General grant award to offset or decrease total salaries, expenses, and allowances that the applicant receives from the governing body at or after the time the grant is awarded

NOW, THEREFORE, BE IT RESOLVED, the Tom Green County Commissioners' Court does hereby authorize the Tom Green County Judge to apply to the Office of the Governor for a grant to fund the Crisis Intervention Unit, and additionally authorizes the Tom Green County Judge to accept, reject, alter, or terminate the same grant on behalf of the applicant. The Tom Green County Commissioners' Court also appoints the Crisis Intervention Unit Coordinator as the official Project Director to act in connection with the grant.

ADOPTED this the 8th day of May, 2007.

Commissioner, Precinct #1 Ralph E. Hoelscher

Commissioner, Precinct #3

Steve Floyd

Aubrey deCordova Summer Cont Commissioner, Precinct #4 GREEN

COUM

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Commissioner, Precinct #2

Richard Easingwood

Moun

256

Tom Green County Judge, Michael D. Brown

PG.

87

VOL.

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RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO APPLY TO THE OFFICE OF THE ATTORNEY GENERAL FOR A GRANT TO PAY FOR THE SALARY OF THE VICTIM/WITNESS ASSISTANCE PROGAM

WHEREAS, the Tom Green County Commissioners Court finds it in the best interest of the citizens of Tom Green County that this grant project will be operated for the 2008 and 2009(Years); and

WHEREAS, the Tom Green County Commissioners Court agrees that the entity will not use the existence of an Office of the Attorney General grant award to offset or decrease total salaries, expenses, and allowances that the applicant receives from the governing body at or after the time the grant is awarded;

WHEREAS, Tom Green County Commissioners Court agrees that in the event of loss or misuse of the Office of the Attorney General funds, the Tom Green County Commissioners Court assures that the funds will be returned to the Office of the Attorney General in full.

WHEREAS, the Tom Green County Commissioners Court designates Michael D. Brown as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Tom Green County Commissioners Court approves submission of the grant application for the Victim Assistance Coordinator to the Office of the Attorney General, Crime Victim Services Division.

Signed by: Ka ubrey DeCordova **Ralph Hoelscher** Commissione Commis toner Via astra Commissioner, Precinct #3, Steve Floyd 1 #4. Richard Easingwood ommissioner roun RI County, Judge Michael D. Brown MAU C (Month), 2007 (Year) Passed and Approved this (Day) of 6.0. 87 237 VOL. rs. Selvi

		TOM G	REEN COUNTY		
	- - - - - - - - 				
		Line	-Item Transfers	2 - 2	
Michael County	l D. Brown Judge			•. •	May 3, 2007
Fund:	General Fund			Budget	Budget
Departr	ment	Accoun	<u>t</u>	Increase	Decrease
138 138	Custodial Services Custodial Services	0105 0108	Salary/Employees Salary/Part-time	2,500.00	2,500.00

COMMISSIONERS' COURT

<u>Reason</u>

Transfer funds remaining from position vacancy to part-time for additional part-time hours for the remaining of the fiscal year.

Richard Valla-Department Head

Matha Callun

5-8-0>

Date Approved by Commissioners' Court

ے County Judge

Stabarn ge abeth Mc Sill Attest - County Clerk





COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown County Judge

Fund: General Fund

Department

037 Tax Assessor 037 Tax Assessor

Account

0405Dues & Subscriptions0428Travel & Training

Budget Increase 102.00

<u>Decrease</u>

Budget

April 30, 2007

102.00

Reason

Transfer funds to pay for subscription for registration manuals.

Department

のう Date Approved by Commissioners' Court

1h Auditor



County Judge

Sill unty Clerk Attest

VOL. 87 PG. 259

		TOM G	SIONERS' COUR REEN COUNTY	-	
		Line	-Item Transfers		
Michael County	D. Brown Judge				April 16, 2007
Fund:	General Fund			Budget	Dudaat
Departn	nent	<u>Accoun</u>	<u>t</u>	increase	Budget <u>Decrease</u>
009	NOW REAT.		ROW aquition	44,231.00	
192	Contingency	0601	Reserves		44,231.00
<u>Reason</u>	(ay acquisition costs for TxDOT 500 with \$11,369 coming from		0555-05-018.
	Department Head	once	<u>Date Approved by Commis</u>	sioners' Court	
	•		Late Approved by Commis	sioners court	
	New Ch	uf	STAFED	van	
	Auditor	- 	County Judge		



Elsizketk. Mill Attest - County Clerk

COMMISSIONERS' COURT TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown County Judge May 3, 2007

Fund: General Fund Budget Budget <u>Account</u> Department Increase **Decrease** 201-080 Lone Star Grant 0435 Books 42.00 201-080 Lone Star Grant 0301 Office Supplies 42.00

<u>Reason</u>

Transfer funds to cover additional office supplies expense. No grant adjustment necessary.

Department Head

us Auditor

S-8-0> Date Approved by Commissioners' Court

County Judge

NOISSIWING

·Julo Attest - Co Clerk mh

261 87 YOL. PG,

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

April 24, 2007

Glenn Shankle, Executive Director Texas Council for Environmental Quality P.O. Box 13087 Austin, TX 78711-3087

 ROUTE TO:

 Comm Pet 1

 Comm Pet 2

 Comm Pet 3

 Comm Pet 4

 Admin Serv

Re: Relinquishment of delegated authority by City of San Angelo

Dear Mr. Shankle:

I am enclosing, pursuant to the requirements of Rule 285.10 (d) the following materials:

Public notices of intent to relinquish authority and public hearing,

Publisher's affidavit of the same,

Certified copy of minutes of the San Angelo City Council entering into a cooperative agreement with Tom Green County to act as Authorized Agent within the City of San Angelo and

A copy of the interlocal agreement between San Angelo and Tom Green County.

Please accept this material as our application to relinquish our authority as Authorized Agent and determine the date for the change.

We are happy to answer any questions. Thank you.

Sinceret love

S. Michael Loving, Director

Enclosures

Cc: San Angelo City Attorney San Angelo City Manager Tom Green County Judge

VOL. 87 PG. 262

Interoffice MEMORANDUM to: Mike Loving, Health from: Deborah Michalewicz, Deputy City Clerk subject: City Council Documents date: April 18, 2007 Attached are the following document(s):

Certified copy of April 3, 2007 Minute Page 342 re: Relinquishing Authorized Agent (Septic Systems)

per your request.

If I can be of any further assistance, or if you have any questions, please contact me at Ext. 354.

CERTIFICATE

STATE OF TEXAS§§KNOW ALL BY THESE PRESENTSCOUNTY OF TOM GREEN§

I, Deborah Michalewicz, Deputy City Clerk for the City of San Angelo, Texas, hereby certify the attached portion of the Minute Record for April 3, 2007 (1 page) is a true and correct copy of a of portion of the minutes from that meeting and said minutes were approved by the City Council of the City of San Angelo at their regular meeting on April 17, 2007, and has been placed in the official Minute Records of the City Council of the City of San Angelo, Volume 99.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said City this 18th day of April, 2007.

THE CITY OF SAN ANGELO

ichalewic DEBORAH MICHALEWICZ, DEPUTY CITY CLERK

Page 342 Vol. 99

RECESS

At 12:05 P.M., Mayor Lown called a recess.

Councilmember Cárdenas left the meeting at 1:17 P.M.

EXECUTIVE/CLOSED SESSION

At P.M., Council convened in Executive Session under the provision of Title 5, Texas Government Code, Section 551.071 to consult with attorney regarding "Meet and Confer" legislation; and, under Executive Session under the provisions of Title 5, Texas Government Code, Section 551.071 to consult with attorney on legal issues pertaining to the Lake Nasworthy Water Right Permit; and, under Executive Session under the provisions of Title 5, Texas Government Code, Section 551.071 to consult with attorney to discuss introduced AEP franchise Ordinance and AEP rate case.

OPEN SESSION (continued)

At P.M. City Council concluded the Executive/Closed Session whereupon the following business was transacted:

RECESS

At P.M., Mayor Lown called a recess.

RECONVENE

At P.M., Council reconvened, and the following business was transacted:

OPEN SESSION (continued)

RECONVENE

At 2:42 P.M., Council reconvened, and the following business was transacted:

PUBLIC HEARING AND CONSIDERATION OF RELINQUISHING AUTHORIZED AGENT DESIGNATION FOR INSPECTION AND PERMITTING OF ONSITE SEWAGE FACILITIES (SEPTIC SYSTEMS) AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH TOM GREEN COUNTY TO ASSUME RESPONSIBILITIES FOR PROVIDING THAT SERVICE TO THE CITY OF SAN ANGELO

Health Administrator Mike Loving presented background information.

Motion, to approve Relinquishing Authorized Agent designation for inspection and permitting of Onsite Sewage Facilities (septic systems) and execution of an Interlocal Agreement with Tom Green County to assume responsibilities for providing that service to the City of San Angelo, and authorizing the Mayor to execute agreement, was made by Councilmember Hogg and seconded by Councilmember Morrison. Motion carried unanimously.

DISCUSSION AND REVIEW OF NEW PROCEDURES PERTAINING TO DANGEROUS BUILDINGS

Senior Arson Investigator Don Vardeman provided a brief history of the demolition program. He reviewed the 2005 Operation Crack Down program in which 54 structures were demolished. Mr. Vardeman reviewed the proposed changes to the program.

City Manager Harold Dominguez stated he requested staff input concerning improvements to the program. He noted staff would consider addressing structures with serious issues first and then secure a method to move the process faster.

> 87 PG. 265 VOL.

Minutes April 3, 2007



PO BOX 5111 SAN ANGELO, TX 76902 325-653-1221

STATE OF TEXAS COUNTY OF TOM GREEN

On this 2nd day of April 2007 personally appeared before me the undersigned, a Notary Public in and for said county and state,

DUANE PRUITT – CONTROLLER Of the SAN ANGELO STANDARD-TIMES

A daily newspaper published at SAN ANGELO, County of TOM GREEN, State of TEXAS, who, being by me duly sworn, states that the attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

25th day(s) of March, 2007 02nd day(s) of April, 2007

Subscribed and sworn to before me this 2nd day of April, 2007.



Ad # 35321

266

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Juane Print

Gilbert Velez My Commission Exaires 2007 GILBERT A. VELEZ Public YOL. 87



STATE OF TEXAS COUNTY OF TOM GREEN

On this 2nd day of April 2007 personally appeared before me the undersigned, a Notary Public in and for said county and state,

DUANE PRUITT – CONTROLLER Of the SAN ANGELO STANDARD-TIMES

A daily newspaper published at SAN ANGELO, County of TOM GREEN, State of TEXAS, who, being by me duly sworn, states that the attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

 25^{th} day(s) of March, 2007 02^{nd} day(s) of April, 2007

Subscribed and sworn to before me this 2^{nd} day of April, 2007.



th.

GILBERT A. VELEZ

ary Public, State of Texa

ssion Expires 08-30-200

Gilbert Velez My Commission Expires 30.200

Ad # 35320

87 267 PG. YOL.

CONTRACT AND AGREEMENT FOR THE PROVISION OF SANITATION SERVICES

This Contract and Agreement is made and entered into this $3r^{d}$ day of $20r^{2}$, 2007, by and between the City of San Angelo, Texas, (hereinafter referred to as "The City"), and the County of Tom Green, by and through the Tom Green County Designated Representative (DR), Pam Weishuhn.

WHEREAS, the city of San Angelo is a home rule city located in Tom Green County, Texas, and the City desires to provide on-site sewage facility (OSSF) services by contracting with Tom Green County for the provision of such services; and

WHEREFORE, Tom Green County, by and through the Tom Green County DR, Pam Weishuhn, and the City agree that Tom Green County will provide certain OSSF services for the City;

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

I. OBLIGATIONS OF THE CONTRACTOR

1.1. Tom Green County, by and through the Tom Green County DR, Pam Weishuhn, shall inspect the OSSF systems within the City, including but not limited to, performing evaluations and inspections of OSSF systems. Tom Green County, by and through the Tom Green County DR, Pam Weishuhn, shall further comply with all present and future laws pertaining to the inspection and approval of OSSF systems within the State of Texas, including minimum state standards.

1.2 Tom Green County, by and through the Tom Green County DR, Pam Weishuhn, shall further enforce reasonable rules and regulations in the conduct of its business, provided that such regulations, including rights and charges, shall be subject to the approval of the City, as provided by the laws of the State of Texas.

1.3 Tom Green County will provide all necessary equipment and personnel for said OSSF services under the terms of this Contract and Agreement.

II. OBLIGATIONS OF THE CITY

2.1 All permitting procedures, including the collection of fees, will be conducted by the County.

III. EXCLUSIVE RIGHTS

3.1 During the period of this Contract, Tom Green County, by and through the Tom Green County DR, Pam Weishuhn, shall have the sole exclusive rights to maintain and supervise the OSSF services of the City.

3.2 In the event that Pam Weishuhn, Tom Green County DR, is no longer employed by Tom Green County or otherwise resigns or is terminated or is incapable of performing her duties, the City shall have the right to terminate this Agreement in the same manner as provided by Article VI herein.

IV. DURATION OF THE CONRACT

This Contract shall be come effective on _____, 2007, and will continue in force as set forth and in accordance with Section VI contained herein.

V. THE DR'S STATUS

It is agreed by and between the Parties to this Contract that Tom Green County shall, as outlined in Section 1.3, furnish all necessary equipment, supplies, materials, and personnel necessary to carry out Tom Green County's obligations under the terms of this Contract and in accordance with any and all applicable federal, state, and local laws. Tom Green County will be responsible for maintaining any and all necessary insurance to cover damage to property and any personal injuries which might result from the performance of the Tom Green County DR under the terms of this Contract.

VI. RENEWAL OR TERMINATION

It is expressly agreed and understood between the Parties to this Agreement that this Contract will automatically be renewed for an additional year, at the end of each contract year, unless either Party shall give written notice of intent to terminate this Contract and Agreement at least 30 days prior to the annual termination or renewal date. Contract may be unilaterally terminated by either part on the annual renewal date if written notice is timely given. This Contract may also be terminated for cause in the event that either materially breaches the terms of this Agreement.

VII. COMPLIANCE WITH LAWS AND REGULATIONS

Both parties to this Contract clearly understand and agree that it is the intent of all parties for the OSSF systems of the City to operate fully and completely in compliance with all federal, state, and local laws and regulations concerning waste disposal. Both Parties to this Agreement will use their best efforts to ensure continued compliance with all laws and regulations.

Y:\WPWIN\AGREEMENTS\INTERLOCAL\TOM GREEN\SANITATION.DOC

For and in reliance on the promises, covenants and agreements contained in this document, we the Parties to this Agreement executed this document this 27 day of ______, 2007,

ATTES 5 cu Alicia Ramirez, City Clerk

CITY OF SAN ANGELO, TEXAS A By: ____

COUNTY OF TOM GREEN By:

Approved as to form and substance this ____

___, 2007. <u>スラ</u> day of _ _

County Judge

Tom Green County, Texas

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Form ROW-RM-129 Replaces Form ROW-RM-129 <u>and</u> ROW-RM-130 (Rev. 6/2006) GSD-EPC Page 1 of 2

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: TOM GREEN District: SAN ANGELO - 07 Federal Project No: N/A Highway: RM 583 ROW CSJ No: 0555-05-020

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and County of Tom Green, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the <u>S</u> day of <u>Many</u>, 2007, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the State and the Local Government hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. RM 853 with the following project limits: From: Irion County Line

To: FM 2288; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the Local Government desires to voluntarily contribute to the State funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Local Government shall contribute to the State an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check in the amount of Fifty-five Thousand Six Hundred Dollars (\$55,600.), which represents ten percent (10%) of Five-Hundred Fifty-six Thousand Dollars (\$556,000.), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the Local Government's obligation, then the Local Government will within thirty (30) days after receipt of a written request from the State for additional funds, transmit to the State such supplemental amount as is requested. The cost of providing such right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the Local Government is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the Local Government by the State, or upon written request of the Local Government, the excess amount may be applied to other State highway projects in which the Local Government is participating.

In the event any existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility

Vol 87 pg 270-A

Form ROW-RM-129 (Rev. 6/2006) Page 2 of 2

requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive will be determined by the State at its sole discretion.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation or audit.

THE LOCAL GOVERNMENT	
By:	
Title:	

Date:

EXECUTION RECOMMENDED:

District Engineer, San Angelo District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: ____

John P. Campbell, P.E. Right of Way Division Director

Date:_____