

TOM GREEN COUNTY
COMMISSIONERS' COURT
Commissioners' Court Meeting Room
EDD B. KEYES BUILDING 2nd floor
113 W. Beauregard Street
San Angelo, Texas 76903
TUESDAY, JULY 31st, 2007

The Commissioners' Court of Tom Green County Texas met in Regular Session July 31st, 2007 in the Edd B. Keyes Building, with the following members present:

Ralph E. Hoelscher, Commissioner of Precinct #1
 Aubrey deCordova, Commissioner of Precinct #2-
 Steve Floyd, Commissioner of Precinct #3 **Absent**
 Richard Easingwood, Commissioner of Precinct #4
Michael D. Brown, County Judge

1. County Judge Michael Brown called the meeting to order at 8:31 AM

(A) Commissioner deCordova moved to authorize the purchase of property next to the Wall Yard (SPR 11 SY 67 A- 1968) to expand Precincts 2&4 equipment yard in the amount of \$75,000.00 (out of contingency), with the seller paying for the survey and the title contract; authorize the Judge to sign the necessary papers. Commissioner Easingwood seconded the motion. The motion passed 4-0.

(B) Commissioner deCordova moved to accept and approve the lease from Southland Park of San Angelo, L.L.P., for office space at 5006 Knickerbocker Road as presented, for Justice of the Peace Precinct #2 offices and Court, at a cost of \$1,663.26 per month; Authorize the County Judge to sign all necessary papers. Commissioner Hoelscher seconded the motion. The motion passed 4-0. (Exhibit recorded with these minutes as a matter or record.)

2. Judge Brown moved to approve the Minutes of Accounts Allowable (Bills) from July 25th – 31st, 2007 in the amount of \$1,365,759.20 and Purchase Orders from July 23-27, 2007 in the amount of \$75,126.08. Commissioner Easingwood seconded the motion. The motion passed 4-0.

3. Judge Brown moved to approve the Personnel Actions as presented:
 The following salary expenditures are being presented for your *Approval*:

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Haro, Marialinda	Vehicle Registration	Salary Increase	7-24-07	S00	\$5.85/Hour	
Armstrong, Mandi J.	Jail	New Hire	7-23-07	S09	\$870.40 S/M	

Williams, Marvin E.	Custodial Services	New Hire	7-23-07	S03	\$6.90/Hour	
Coates, Michelle L.	Jail	New Hire	7-28-07	S09	\$9.25/Hour	
Gonzalez, Reynaldo G.	Jail	New Hire	6-26-07	L01	\$997.48 S/M	
Perez, Edna A.	Jail	Voluntary Demotion	6-18-07	S08	\$837.08 S/M	

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

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Diaz, Monica D.	County Clerk	Resignation	7-31-07	S06	\$695.45 S/M	

Grants: None

Commissioner Easingwood seconded the motion. The motion passed 4-0.

4. Judge Brown moved to approve the following Line item transfers:

Fund: General Fund

Department	Account	Budget Increase	Budget Decrease
003 County Clerk	0470 Equipment		340.00
003 County Clerk	0514 Special Projects	340.00	

Commissioner deCordova seconded the motion. The motion passed 4-0. (Exhibit recorded with these minutes as a matter or record.)

5. Future Agenda Items:

1. Consider Dental Insurance coverage.
2. Consider CVEC request to dig.
3. Consider RFB for double wide trailer.

6. Judge Brown adjourned the meeting at 8:51 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 July 31st, 2007.

I hereby set my hand and seal to this record July 31st, 2007.

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

CONTRACT OF LEASE

STATE OF TEXAS §
COUNTY OF TOM GREEN §

THIS CONTRACT OF LEASE ("Lease") is by and between SOUTHLAND PARK OF SAN ANGELO, a Texas Limited Liability Partnership ("Lessor"), and TOM GREEN COUNTY, TEXAS, a body politic ("Lessee").

WITNESSETH

1. Upon the terms and for the rentals hereinafter set forth, Lessor has demised, leased and let, and by these presents does demise, lease and let unto Lessee for a term of one (1) year, beginning upon the completion and acceptance of the remodeling and "finish out" (the "Beginning"), all of the following premises located at 5006 Knickerbocker Road, San Angelo, Tom Green County, Texas, and being more particularly described as follows:

Being the area depicted on the attached Exhibit "A", incorporated herein, the approximate square footage of which is 2,918 and which is contained within a commercial building containing approximately 24,000 square feet, in the City of San Angelo, Tom Green County, Texas, and situated upon a certain tract of land out of the Southwest corner of a six (6) acre tract in Cogswell Survey and Christian Survey described in a deed to Southland Park of Angelo recorded in Tom Green County Deed Records Vol. 514, page 514, together with a non-exclusive right and privilege for the Lessees, their customers and patrons, to the use of the well-lit automobile parking areas constructed and existing on the aforesaid tract of land; as well as an area behind the leased premises, located at a mutually agreeable physical location, for the erection and maintenance of a communications tower not to exceed 60 feet in height.

The property described in this paragraph is hereinafter referred to as the "Leased Premises". The Leased Premises shall be used by Lessee as an Office and Courtroom. The antenna site shall be located as close to the building as possible. Lessee shall obtain all releases and permissions from any third party necessary to establish the foundation for the tower and install same. Lessee shall also reimburse Lessor for any damage to the Leased Premises caused by the erection of the tower.

2. As rental, Lessee binds and obligates itself to pay Lessor the sum of Nineteen Thousand Nine Hundred Fifty-Nine and 12/100 Dollars (\$19,959.12) payable at the rate of One Thousand Six Hundred Sixty-Three and 26/100 Dollars (\$1,663.26) per month, the first monthly installment being due on the Beginning of this Lease and with all subsequent payments payable in advance on the same day of each calendar month as hereinabove provided throughout the term of this Lease. In the event Lessee shall make default in the payment of the rentals provided for

herein, in the payment of any additional rentals hereinafter provided for, or in the performance of any of its covenants and obligations hereunder, then Lessor may after thirty (30) days written notice and opportunity to cure, at its option, without process and without being deemed guilty of trespass, take possession of the Leased Premises and re-lease the same for the balance of the term hereof, or terminate this Lease entirely, but in no event shall Lessee be released or relieved from liability for the payment to Lessor at San Angelo, Tom Green County, Texas, of all damages suffered by Lessor by reason of the default of the Lessee, including a reasonable attorney's fee in the event it shall become necessary for Lessor to employ an attorney to enforce Lessee's obligations hereunder, in the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event a receiver of Lessee should be appointed, then in any of such events, at Lessor's option, this Lease shall cease automatically.

3. During the term of this Lease or any extension or continuation thereof, Lessor shall maintain the exterior walls, the structural elements, the foundation, the plate glass, the roof of said building, and the surface of the parking lot in good repair at its own expense. Lessee shall bear the first \$250.00 per occurrence of all other repairs and maintenance to the interior portions of the Leased Premises including air conditioning, heating, and ventilation systems and Lessor shall bear the balance. Notwithstanding the foregoing, Lessee shall pay for all utilities, light bulb replacement, trash pickup, security service, and janitorial service in connection with Lessee's use of the leased premises. Lessee will not be charged by Lessor for any special assessment except for monthly charges previously referenced. Upon the expiration of this Lease or any extension or continuation thereof, Lessee shall return said premises to Lessor in as good a condition as when received, natural wear and tear, damage by fire, and acts of God excepted. Within a reasonable time from the expiration of said Lease it is agreed that Lessee may remove all of its personal property from the Leased Premises, provided they shall not then be in default in the performance of any of the covenants and conditions contained herein, including the payment of rentals, and provided further, no such property shall be removed if such removal should structurally injure the Leased Premises. All damages caused to said Leased Premises by the removal of personal property belonging to Lessee shall be repaired by Lessee, and they shall be responsible to Lessor in San Angelo, Tom Green County, Texas, in monetary damages for the reasonable cost of repair of such damage and any expenses incident to the collection thereof, including a reasonable attorney's fee.

4. Lessee shall not assign or in any manner transfer this Lease for any estate interest or benefit herein or sublet said Leased Premises for any part or parts thereof or permit the use of the same or any parts thereof by anyone other than Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall have the first option to adjacent space that becomes vacant at the rental rate and with such terms of occupancy as Lessor shall, in its sole discretion determine.

5. Lessor agrees to pay all *ad valorem* taxes which may be assessed upon the Leased Premises before they become delinquent; *provided, however*, that Lessee agrees to pay all *ad valorem* taxes which may be assessed upon its personal property situated upon the Leased Premises before they become delinquent. This provision does not restrict the right of either the Lessor or the Lessee to contest, in good faith, the levy of any such taxes nor the amount thereof.

6. In the event the Leased Premises, during the term of this Lease or any continuation or extension thereof, be destroyed or damaged by fire, force majeure, or inevitable accidents so that the same is rendered unfit for use of the aforesaid purposes, then and in such case, the rentals hereinbefore reserved shall be suspended or abated until Lessor shall put the Leased Premises back in proper condition for such uses. In the event of such destruction or damage, Lessor or Lessee may, at their option, terminate this Lease. If said Leased Premises are not destroyed or damaged so that the same are unfit for use for the aforesaid purposes, then a just and proportionate part of the rentals, according to the nature and extent of the injuries sustained, shall be suspended or abated until Lessor shall restore the premises, and if Lessor has not so restored the Leased Premises within sixty (60) days of such destruction or damage, then Lessee may, at its option, terminate this Lease.

7. Lessor shall maintain comprehensive general liability insurance and casualty insurance covering at least 80% of the value of the Building. Lessee shall carry general comprehensive liability insurance protecting Lessor from any liability arising from Lessee's use, maintenance and operation of the Leased Premises during the term of this Lease, with the policy limits of such insurance to be not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) for claims of or damages to one person, Three Hundred Thousand and no/100 Dollars (\$300,000.00) for claims of or damages to more than one person, and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damages. Lessee agrees to supply to Lessor a certificate of such insurance required to be obtained. Lessor and Lessee shall conduct an inspection of the premises prior to occupancy whereupon Lessee shall notify Lessor of any deficiencies in the condition of the property or of any departures from the specifications or "finish-out" items set forth on Exhibit "C" prior to acceptance of the Leased Premises. Upon taking occupancy, Lessee accepts such Leased Premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance of the leased premises and waives defects therein and thereon except as to latent defects.

8. It is agreed that all alterations additions, fixtures, and improvements, permanent in character, shall become the property of the Lessor absolutely with the exception as to removable trade fixtures or business equipment necessary for Lessor's business operations.

9. If during any year of the term hereof the real estate taxes (excluding special assessments) levied against the premises for such year shall be in excess of the real estate taxes levied against the Leased Premises for the year 2005 (Base Year), Lessee shall pay to Lessor, as additional rental upon demand and presentation of photocopies of the tax statements or other written evidence by Lessor, the amount of such excess. Any payment made by Lessor pursuant to this provision with respect to the real estate tax year in which this Lease terminates shall be prorated.

10. Lessee recognizes that Lessor is the owner and developer of Southland Park Addition to the City of San Angelo, Texas, a residential subdivision to said city, and that the property covered by this Lease is in close proximity to said addition. Further, Lessee agrees with Lessor that Lessee shall neither place nor alter any signs or other advertising of any kind or receptacles for the deposit of waste materials upon or adjacent to the Leased Premises without

first obtaining the approval of such by Lessor in writing, provided said approval shall not be unreasonably withheld. Violation of this condition shall be grounds for the termination of this Lease at the option of Lessor in the event Lessee shall fail to remove any sign or other advertising of any kind or waste receptacles, or alter same according to the direction of Lessor, within fifteen (15) days from the date written notice is received by Lessee that it is in default under this provision. If Lessor elects to terminate this Lease for breach of any condition contained in this paragraph, said Lease shall immediately cease upon the receipt by Lessee of written notice of such election by Lessor, and Lessee shall peaceably remove themselves and all of its property from the Leased Premises within thirty (30) days from the receipt of such notice, but in no event shall Lessee be released or relieved from liability for the payment to Lessor at San Angelo, Tom Green County, Texas, of all damages suffered by Lessor by reason of Lessee's default, including a reasonable attorney's fee in the event it should become necessary to employ an attorney by Lessor.

11. If, during the term of this Lease or any extension or renewal thereof, all or a substantial part of the Leased Premises should be taken for any public or quasi-public use under any governmental, law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of taking of said Leased Premises by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate awards and portion of lump sum awards as may be allocated to the respective interests of each in such event. If less than a substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessor or Lessee shall have the option to terminate this Lease; and if neither terminate, Lessor shall restore and reconstruct the buildings and other improvements situated on the Leased Premises at its sole expense provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the Leased Premises are leased as defined in paragraph one (1) above. In the event Lessor elects to restore and reconstruct the buildings and other improvements situated on the Leased Premises, the rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably, and the Lessor shall be entitled to receive and retain the full award of the condemning authority or sale proceeds if such property should be sold under threat of condemnation. Notice of the election to terminate or restore and reconstruct shall be given by Lessor to Lessee within fifteen (15) days after the date of taking or sale under threat of condemnation. The determination in the paragraphs above as to whether a "substantial part" of the Leased Premises has or will be taken shall be made by either party in good faith, and shall mean that after the taking by or sale to such authority, the remainder of the Leased Premises is not reasonably suitable for the use for which the Leased Premises are leased.

12. Lessee shall be allowed to have a sign attached to the building but no sirens, strobe lights, beacons, or flashing lights shall be allowed. Additionally, Lessee agrees to comply with all city, county, state, and federal laws and shall not permit any obnoxious noises, fumes or trash burning about the Leased Premises.

13. Provided that at the end of the term of this Lease Lessee is not in default of any term, condition or covenant contained in this Lease, Lessee (but not any assignee or subtenant) shall have the right and option to renew this Lease, by written notice delivered to Lessor no later than 60 days prior to the expiration date hereof, for nine (9) additional terms of one (1) year each, except that the rental for the renewal terms shall be adjusted as set forth on the attached Exhibit "B".

14. Lessor shall remodel and "finish out" the Leased Premises to meet the needs of Lessee as indicated on the floor plan attached and incorporated herein as Exhibit "A". The remodel and "finish out" shall be completed according to the specifications set forth on the attached Exhibit "C". Lessor shall pay for the first \$25,900.00 of the cost of the remodel and "finish out" (the "Base Cost") which is inclusive of the expense incurred in the specific components of the remodel and "finish out" cost ("Component Costs"):

Cabinets and Tops:.....	\$8,902.00
Floor Coverings:	
VCT Flooring:.....	\$2,610.00
Carpet:.....	\$3,566.00

In addition, and without waiving the foregoing, Lessee shall reimburse to Lessor all amounts expended toward the remodel and "finish out" over and above the \$25,900.00 Base Cost up to a maximum of \$84,771.00 as well as any amount expended over and above any of the three individual Component Costs set forth above in this paragraph. The payments to Lessor by Lessee for remodel and "finish out" shall be presented to Lessee by invoice or other written notice which, if applicable, shall certify that the Base Cost or applicable Component Costs has been reached. All amounts over the applicable Base Cost or Component Cost shall be fully due and payable to the contractor, mechanic, or materialman making such improvements upon presentation of the aforementioned invoice or written notice. Payment of all amounts over and above the Base Cost or Component Cost is a condition precedent to the demise of the Leased Premises by Lessor to Lessee. Lessor shall not reimburse Lessee for any remodel or "finish out" expenditure regardless of the date this Lease terminates or is terminated by either party. Notwithstanding the foregoing, in the event Lessor fails to deliver the Leased Premises in the required condition within ~~30~~ ³⁸ days of Lessor's receipt of an executed lease from Lessee, then Lessee may terminate this Lease at Lessee's option.

15. In the event that any action, suit, or other proceeding is instituted concerning or arising out of this Lease, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions there from, from the non-prevailing party. As used herein, "attorneys' fees" shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fee charged by the attorneys performing such services.

16. Provided Lessee performs and observes all of the terms, conditions, and agreements herein contained, Lessee shall have the quiet possession of the Leased Premises during the full term of this Lease, including any extension thereof.

17. Regardless of any reference in the Lease to sole and absolute discretion or words to that affect, any time the consent of Lessor or Lessee is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

EXECUTED in duplicate this 31 day of July, 2007.

Lessor:

Southland Park of San Angelo,
A Texas Limited Liability Partnership

by: Hudson Russell
Hudson Russell, Partner

Address:
1006 Foster Street
San Angelo, Texas 76903

Lessee:

Tom Green County, Texas

by: Michael D. Brown
Michael D. Brown, County Judge

Attest:

by: Elizabeth McGill
(name printed) Elizabeth McGill
County Clerk
Tom Green County, Texas
(title)

Address:
Tom Green County Courthouse
112 W. Beauregard Ave.
San Angelo, Texas 76903

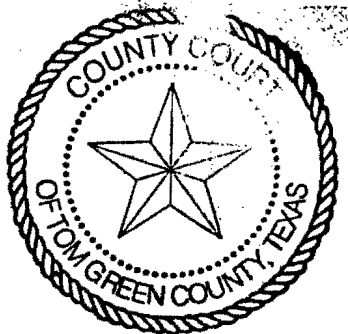
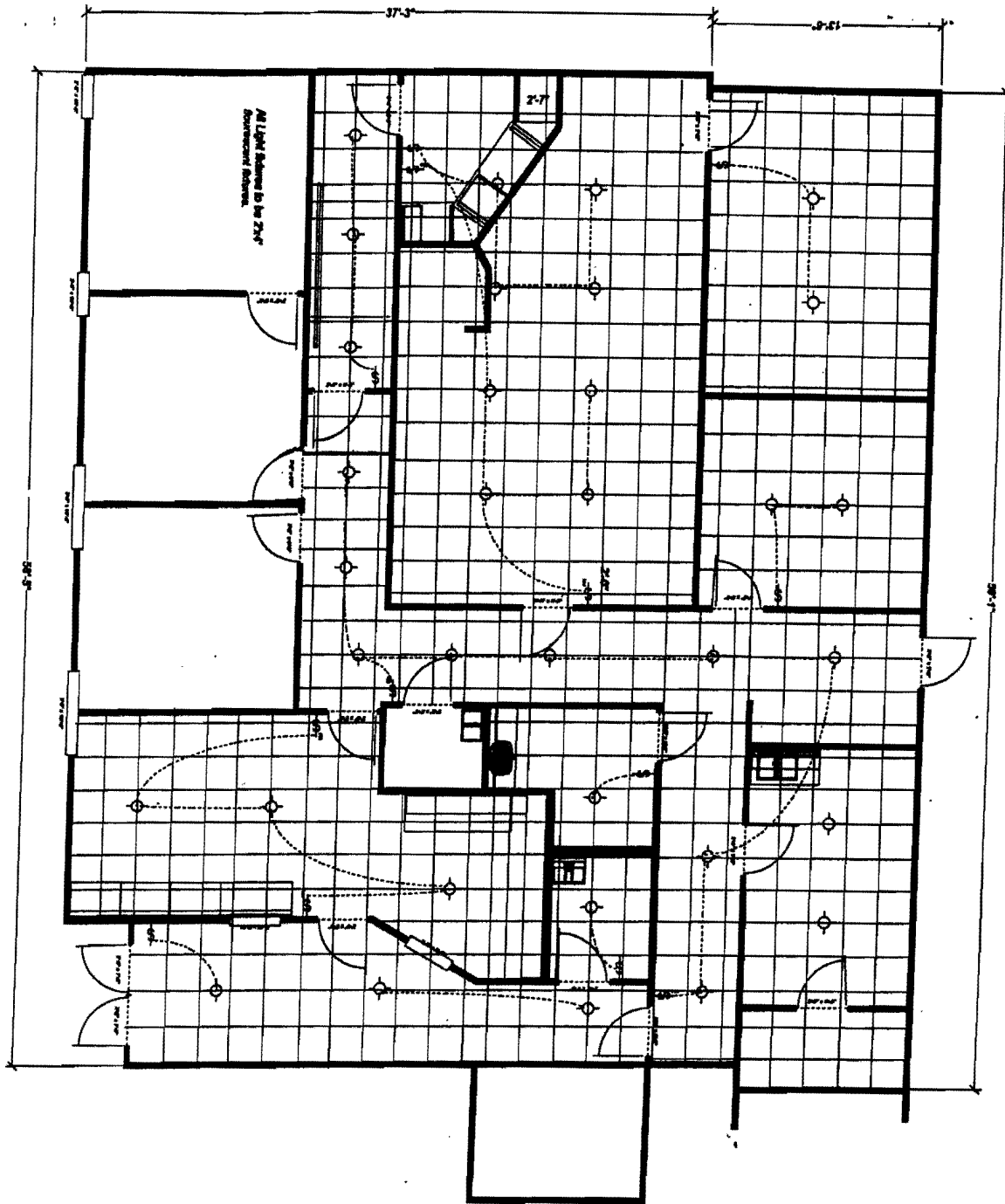


Exhibit "A"



R-1	Revised Ceiling Plan	Scale: 1/8" = 1'	5004 Venetianwood Road	A new Space for Tom Green County	
				Southland Park of San Angelo	

Exhibit "B" - Rent

Year	Annual Rent	Monthly Rent
1	\$19,959.12	\$1,663.26
2	\$19,959.12	\$1,663.26
3	\$19,959.12	\$1,663.26
4	\$20,557.89	\$1,713.16
5	\$21,174.63	\$1,764.55
6	\$21,809.87	\$1,817.49
7	\$22,464.17	\$1,872.01
8	\$23,138.09	\$1,928.17
9	\$23,832.23	\$1,986.02
10	\$24,547.20	\$2,045.60

Exhibit "C" – Specifications of Remodel or "Finish Out"

1. The majority of the space will have sheetrocked walls that will be textured and painted. Door jambs will be wood painted to match the wall color. All walls will be painted a light (off-white) color.
2. Doors will be hollow core oak doors of 1-3/4" thickness, stained a color of Lessee's selection.
3. The courtroom will have oak paneling at the judge's bench and the witness stand. The paneling will be stained to match the doors in the building. No other paneling will be located in the building.
4. The restrooms will be single occupant restrooms that will comply with all ADA/TAS requirements. The doors will have a privacy lock for personal security.
5. All doors will have new door handles with all offices having locks on the doors. The storage areas will also have locks on the doors. All other areas will have passage locks.
6. Carpet will be located in all of the office areas, with all public areas having VCT flooring for easy maintenance. The restrooms will have ceramic tile floors.
7. New Construction item will be guaranteed for a 1-year period after completion.
8. The estimated total remodel or "finish out" cost is estimated to be \$110,671.00 for the Leased Premises.

Treasurers' Accounts Payable Report

Period of July 25, 2007 - July 31, 2007

Hand delivered Date: 07/27/07 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

\$822,851.99 All Bank Accounts- Refer to Last Page

\$542,907.21 Payroll-Employee Paychecks July 31, 2007

Payroll-Employee or Election Paychecks

Jury Checks

Voids-Month of

\$1,365,759.20 Grand Total

Submitted by

Dianna Spieker
Dianna Spieker, County Treasurer

Prepared by

Amanda Mang
Deputy Treasurer

Approved in Commissioner's Court on

July 31, 2007
Mike Brown-County Judge

Ralph Hoelscher-Comm. Pct #1

Ralph Hoelscher

Aubrey de Cordova-Comm. Pct #2

Aubrey de Cordova

Steve Floyd-Comm. Pct #3

Absent

Richard Easingwood-Comm. Pct#4

Richard Easingwood

**COMMISSIONERS' COURT
TOM GREEN COUNTY**



Line-Item Transfers

Michael D. Brown
County Judge

July 27, 2007

Fund: General Fund

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
003 County Clerk	0470 Equipment		340.00
003 County Clerk	0514 Special Projects	340.00	

Reason

Transfer funds between line items in the County Clerk department budget to cover expenditures.

Elizabeth McBee

Department Head

7-31-07

Date Approved by Commissioners' Court

Nathan Cuddick

Auditor

MD Brown

County Judge



Elizabeth McBee

Attest - County Clerk