

**Tom Green County Commissioners' Court
October 14, 2003**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session October 14, 2003 in the Edd B. Keyes Building, with the following members present:

- Clayton Friend, Commissioner of Precinct #1
- Karl Bookter, Commissioner of Precinct #2
- Jodie R. Weeks, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge

County Judge, Mike Brown, called the meeting to order at 8:44 AM.

The Pledge of Allegiance to the United States and the Texas flags were recited. **Mike Loving, City County Health Director**, offered the invocation.

4. Commissioner Weeks moved to approve the Consent Agenda as presented.

Commissioner Friend seconded the motion. The following items were presented:

- A. Approved the minutes from a Special Meeting, September 30th, 2003 and the last Regular meeting on September 23rd, 2003.
- B. Approved the Minutes of the Accounts Allowable from September 23-30, 2003 in the amount of \$1,126,988.92 and from October 1-7, 2003 in the amount of \$73,193.38 and October 8-14,2003 in the amount of \$254,148.63 for a combined total of \$1,454,330.93.
Purchase Orders from September 22-26, 2003 in the amount of \$11,754.95, from September 29th – October 3, 2003 in the amount of \$65,958.40 and from October 6-10, 2003 for a combined total of \$149,246.72.
- C. Accepted Personnel Actions as presented:

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
DOWNEY, Jack O.	Jail	New Hire	10/06/03	16/1	\$ 852.90 S/M
DOMINGUEZ, Adrian C.	Jail	Rehire	10/01/03	16/1	\$ 852.90 S/M
CLAYTON, J. Bryan	County Attorney	Rehire	10/01/03	N/A	\$1,666.67 S/M
WILLIAMS, Allison L.	District Attorney	Salary Correction	09/16/03	N/A	\$2,465.68 S/M
SMITH, James Earl	Constable, Pct. # 3	Appointment	10/06/03	N/A	\$1,125.00 S/M
BUCK, M. Fred	JP #3	Appointment	09/30/03	N/A	\$1,273.35 S/M
BUCK, M. Fred	JP #3	Salary Inc FY 2004	10/01/03	N/A	\$1,305.17 S/M
CAMELBEEK, Louis R.	Sheriff(029)	Salary Increase	10/01/03	Grant	\$1,205.36 S/M
HOLLAND, Charlene	Jail	Promotion	10/01/03	18/1	\$ 942.28 S/M
CLARY, Kevin Todd	R & B 2/4	Promotion	10/01/03	15/1	\$ 811.97 S/M
GUZMAN, Farrah J.	County Attorney	Transfer	10/27/03	N/A	\$ 875.00 S/M
BARTON, Dusty	Juvenile Probation	Transfer	10/01/03	N/A	\$1,272.16 S/M
BENGE, Jonnie	Juvenile Probation	Transfer	10/01/03	N/A	\$1,196.59 S/M
DUNCAN, Jerry	Juvenile Probation	Transfer	10/01/03	N/A	\$1,161.59 S/M
DYE, Michelle	Juvenile Probation	Transfer	10/01/03	N/A	\$1,226.92 S/M
MAY, Kalton	Juvenile Probation	Transfer	10/01/03	N/A	\$1,257.92 S/M
PIPES, Stacey	Juvenile Probation	Transfer	10/01/03	N/A	\$1,161.59 S/M
ROBLES, Valerie	Juvenile Probation	Transfer	10/01/03	N/A	\$1,226.96 S/M
SELLERS, Amber	Juvenile Probation	Transfer	10/01/03	N/A	\$1,161.59 S/M
LEE, Donna B.	Library	Title Chg/Sal Inc	10/01/03	N/A	\$ 6.00 /HR
ZAMUDIO, Gloria	Library	Title Chg/Sal Inc	10/01/03	N/A	\$ 6.00 /HR
*GILLEY, Amber N.	County Attorney	Status Change	10/01/03	Part-Time	\$ 6.45 /HR
*TARRAFERRO, Nicole	District Clerk	Status Change	10/01/03	Part-Time	\$ 6.40 /HR

*Temp to Part-Time

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
FLOYD, Stephen C.	JP#3	Correction	09/29/03	N/A	\$1,273.35 S/M
RAMIREZ, Adrian	Building Maintenance	Resignation	09/26/03	13/1	\$ 735.52 S/M
WOEHL, Dallas Y.	JP #2	Resignation	10/15/03	10/2	\$ 650.44 S/M
BRADSHAW JR., Johnny	Road & Bridge 2/4	Resignation	09/29/03	15/1	\$ 811.97 S/M
ALLEN-ARMOUR, Jorie	Sheriff	Resignation	10/06/03	12/2	\$ 718.29 S/M

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
CAMPBELL, Stefanie	CSCD (218)	Salary Increase	09/16/03	N/A	\$1,169.79 S/M
BARRON, Donald W.	CRTC (235)	Salary Increase	09/01/03	N/A	\$ 803.64 S/M
CAINE, Lynn C.	CRTC (235)	Salary Increase	09/16/03	N/A	\$ 757.86 S/M
GILLILAND, Roy W.	CRTC (235)	Salary Increase	10/01/03	N/A	\$ 815.52 S/M
HAWKINS, Derrick B.	CRTC (235)	Salary Increase	10/01/03	N/A	\$ 791.77 S/M
LEYVA, Rodrigo E.	CRTC (235)	Salary Increase	09/16/03	N/A	\$ 757.86 S/M
MOLINA, Amado	CRTC (235)	Salary Increase	09/16/03	N/A	\$1,447.97 S/M
MULLINS, Willard W.	CRTC (235)	Salary Increase	09/01/03	N/A	\$ 803.64 S/M
PAVOICH, John G.	CRTC (235)	Salary Increase	10/01/03	N/A	\$ 791.77 S/M
CAMARILLO, Carolina	Juvenile Detention	Dropped	09/25/03	Stand-By	\$ 5.00 /HR

- D. Accepted the September 2003, Indigent Health Care Monthly report as presented. (Recorded with these minutes.)
- E. Recommended the following appointments to the Board of Trustees of the MHMR Services for the Concho Valley:
Jacqueline Shannon, Roger Sidener, Jackie Walker and Pat Trevino.
- F. Approved the request from Verizon Southwest to bury communication line within the County right-of-way starting .9 of a mile from the intersection of US Hwy 277 on John Curry Road in the south ROW to bore and push a 1.5 inch subduct from ROW to ROW a minimum of 24 inches in depth.
- G. Acknowledged purchase of 106 personal computers for the CAT-D Grant, utilizing the Dell state contract.
- H. Approve bonds for Fred Buck, Justice of the Peace Precinct #3 and James E. Smith, Constable for Precinct #3 as a matter of record.
- I. Accepted the Extension Service Monthly Schedule of Travel for September 2003 as a matter of record. (Recorded with these minutes.)
- J. Set November 20, 2003 as opening date for RFP 04-003 "Workers' Compensation Coverage".
- K. Set November 7, 2003 as opening date for:
 - 1. RFB 04-005 "State Grade & Rock Base."
 - 2. RFB 04-006 "Limestone Type D Mix".
 - 3. RFB 04-007 "Asphalt & Oil Products".
 - 4. RFB 04-001 "Caliche".

All voted in favor of the motion.

- 5. Becky Harris, Director, reported that there are currently 26 residents at the Roy K. Robb Post Adjudication Center. They have referrals coming from Dawson, Lubbock, and Wilbarger. She stated that this was the first time they have had a referral from Wilbarger County. **No action was taken.** (Report recorded with these minutes.)
- 6. Deborah Michalewitz addressed the Court on behalf of the Water Valley Volunteer Fire Department, about using the small building, in Harper Park, as a Spook House, with the proceeds going toward a fundraiser to benefit the fire department. She stated that they have all the proper insurance.
Commissioner Weeks moved to waive the rental fees for the small building in Harper Park, and approve the Water Valley Volunteer Fire Department's Spook House Fund Raiser for October 28th, 29th, 30th and 31st, 2003. Commissioner Friend seconded the motion and all voted in favor.
- 7. The Request by the Concho Valley Community Action Agency regarding the utilization of the Bradford Building was **Tabled.**
- 8. **Commissioner Easingwood moved to approve the conveyance of 12,012 square feet out of Tract 88 to be conveyed by metes and bounds description into Tract 87, Section Two, Oak Mountain Estates, Tom Green County pursuant to Local Government Code 232.010. Commissioner Weeks seconded the motion and all voted in favor.**
- 9. **Commissioner Easingwood moved to adopt a Resolution whereas Tom Green County nominates 1.) Dick Burnett, 2.) A.H. "Chico" Denis, III, 3.) Louis P. Gomez, 4.) Walter W. Pfluger, and 5.) John D. (Douglas) Phillips as candidates for election to the Tom Green County Appraisal District for the term of January 1, 2004 through December 31, 2005. Commissioner Friend seconded the motion and all voted in favor.**
(Recorded with these minutes.)

10. **Judge Brown moved to authorize the County Judge to sign the necessary documents dealing with the oil, gas and mineral working interest in the Trollinger Estate and acknowledgment of such documents entered into the Court Minutes through the Consent Agenda. Commissioner Friend seconded the motion and all voted in favor.**
11. **Commissioner Friend moved for the reappointment of William Collins, Dennis Grafa, Joel Sugg and Sylvan Polunsky for a two year term to expire September 30, 2005; appoint Cindy McCammon to replace Jan Cummings for a two year term expiring September 30,2005 and appoint Mark Thieman to replace Caroline O'Connor for the remainder of her term which will expire September 30, 2004, based upon the recommendations of the Library Board. Commissioner Bookter seconded the motion and all voted in favor. (Recorded with these minutes.)**
12. The appointment of a County Agent for Tom Green County was tabled and will be placed on the October 28, 2003 agenda.
13. John Begnaud, County Horticulturalist, explained to the Court that with the assistance of some of the Master Gardeners and some prison inmates, 5 trees were planted October 13th, 2003 and following the announcements after today's meeting, the Court would recess and plant 2 more trees in the front of the Courthouse as part of the reforestation and landscaping of the County grounds. He explained that this is all part of the master plan to replace trees that were destroyed in the 1995 storm and from drought conditions that had created additional losses of trees and shrubs. The money for the purchase of the trees has been accomplished through donations given in memory or honor of someone. The replacement trees and landscaping will be more drought resistant and water conservative. Landscaping efforts will continue in the spring based upon the amount of donations received. Donations can be made through the County Judge's office, the Commissioners or through the Extension Office.
14. **Judge Brown moved to adopt the Proclamation proclaiming the week of October 19th-25th, 2003 as "National Business Women's Week". Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes.)**
15. **Judge Brown moved to adopt the Memorandum of Understanding, dated October 1, 2003, between the Texas Department of Criminal Justice and Tom Green County and Amendment #5 of Food Services Contract with Tom Green County Detention Facility and ARAMARK effective October 1, 2003. Commissioner Easingwood seconded the motion. Judge Brown explained that some of the wording was changed. All voted in favor of the motion. (Recorded with these minutes.)**
16. The Treasurer's Monthly report was accepted at the September 30,2003 meeting.
17. **Judge Brown moved to deny the request for waiver of penalty & interest for TGCAD Account #38-01954-0022-000-00 Teresa Grothe-Netz pursuant to the letter from the Court's Attorney. Commissioner Easingwood seconded the motion and all voted in favor.**
18. **Commissioner Weeks moved to approve the purchase of a Brush hog commercial zero turn riding mower by the Parks Department. Commissioner Friend seconded the motion. Commissioners Friend and Weeks voted in favor of the motion. Commissioners Bookter and Easingwood voted in opposition. Judge Brown suggested that complete bids be brought before the Court and based on this request Judge Brown voted in opposition. The motion failed 3 to 2.**
19. **No Action taken** on the request from LCRA Transmission Services Corporation and AEP regarding the Midway Cemetery area. Request withdrawn.
20. **Commissioner Easingwood moved to approve the job description as presented for the Jail as Medical Assistant I at a salary of \$12.00 per hour and Medical Assistant II at a salary of \$9.00 per hour. Commissioner Weeks seconded the motion and all voted in favor. (Recorded with these minutes.)**

21. **Commissioner Easingwood moved to award RFB 03-018 “Firearms” to Jerry Gibbs in the amount of \$392.00. Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes.)**
22. **Commissioner Weeks moved to renew RFP 02-015 “Cellular Service” with West Central Wireless for one additional year. Commissioner Friend seconded the motion and all voted in favor. (Recorded with these minutes.)**
23. **Commissioner Easingwood moved to accept Collections Analysis Report from Justice of the Peace Precinct #1 for the month of September as presented, and filed in the County Clerk’s office for review. Commissioner Weeks seconded the motion and all voted in favor. (Not recorded with these minutes.)**
24. **Judge Brown announced that the resignation Roy Box, Constable for Precinct #2 had been received, effective October 6, 2003. Two applications have been received for consideration of appointment, but neither person was present in Court. No action was taken and the appointment for Constable Precinct #2 was tabled until October 28, 2003.**
25. **Judge Brown moved to acknowledge the Application of the Indigent Defense Task Force Grant and authorize the County Judge to execute all necessary documentation regarding the grant for reimbursement of the SB 7 Indigent Defense funds. Commissioner Easingwood seconded the motion and all voted in favor.**
26. **No action was taken** regarding additional space allocation for the District Attorney’s files. The space allocation committee will meet to try to locate additional storage.
27. **The Court discussed alternatives in resolving the agreement between the City of San Angelo and Tom Green County regarding the designated ETJ area around the City of San Angelo. This was the only issue discussed regarding the Regulations for Subdivision and Manufactured Home Rental Community Development.**
28. **There were no line item transfers.**
29. **Future Agenda Items.**
 1. Consider appointment of Constable for Precinct #2.
 2. Consider setting personnel policies.
 3. Consider the agreement regarding ETJ designations.
 4. Consider tractor/mower for Parks Department.
 5. Consider sale of tax foreclosure property.
30. **Announcements:**
 1. There will be a special Commissioners’ Court Workshop Thursday, October 16, 2003 at 9:00 AM to review Personnel Policies.
 2. Commissioner Bookter announced that he would be on Top of the Morning, October 15, 2003
 3. The next regularly scheduled meeting of the Court will be October 28, 2003.
 4. Commissioner Friend announced that he had attended the Open House of the East Concho Volunteer Fire Department October 11, 2003. He commended the department for the accomplishments they have made. They now have four large trucks, one fast response truck and a new fire station, located off Abernathy Road. They are continuing to accept donations and raise funds to finish paying for the building and continue to upgrade the East Concho Volunteer Fire Department.
 5. **Judge Brown announced that the County Lateral Road Account Report has been received from the State Comptroller’s Office and will be recorded as a part of the records.**

Judge Brown recessed the meeting at 10:34 AM to walk across the street to the Courthouse where the Court will plant a tree on the front lawn.

Following the planting of the tree, the meeting was adjourned at 10:50 AM.

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on October 14, 2003. I hereby set my hand and seal to this record October _____, 2003.

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

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name TOM GREEN COUNTYReport for (Month/Year) 09/2003

Amendment of the Report for (Month/Year) _____

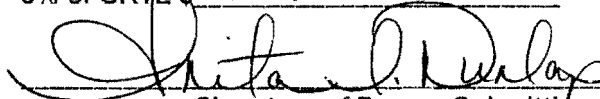
I. Caseload Data

Number of eligible individuals at the end of the report month	203
Number of SSI appellants within caseload at the end of report month	49

II. Creditable Expenditures During Report Month

Physicians Services	1.	0	
Prescription Drugs	2.	0	
Hospital, Inpatient Services	3.	0	
Hospital, Outpatient Services	4.	0	
Laboratory/X-Ray Services	5.	0	
Skilled Nursing Facility Services	6.	0	
Family Planning Services	7.	0	
Rural Health Clinic Services	8.	0	
State Hospital Contracts	9.	0	
Optional Services	10.	0	
Total Expenditures (Add #1 through #10.)			11. 0
Reimbursements Received (Do not include State Assistance.)	12.	38,490.10)
6% Case Review Findings (\$ in error)	13.	0)
Total to be deducted (Add #12 + #13.)			14. (38,490.10)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)			15. -38,490.10

STATE FISCAL YEAR (September 1 - August 31) TOTAL \$ -38,490.10General Revenue Tax Levy (GRTL) \$ 18,812,990.008% of GRTL \$ 1,505,039.20 6% of GRTL \$ 1,128,779.40


Signature of Person Submitting Report

9/30/03
Date

Print Name and Title <u>Anita I. Dunlap, TGC Indigent Health Care Administrator</u>

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: BRANDON ASBILL	TITLE: CEA-4-H
COUNTY: Tom Green	MONTH: September 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/2	Club Manager Training- 4-H Building	18		
9/3	Wolslager Foundation & Hoof trimming in Wall	52		
9/4	Sheep and Goat Validation, Dist Office	23		
9/5-6	West Texas Fair, Abilene	415		
9/8	4-H Council and Adult Leaders Mtg	20		
9/9	Mertzson, meet Marc Tucker to ride to Crockett Co. to judge awards	59		
9/10	Look for goat project at Mickey Vick's	6		
9/11	Look for goat project at Pat Jackson's	97		
9/13	West Texas Fair	201		
9/14	Lonestar 4-H Club mtg	50		
9/15	Wall- Pig tag validation order	26		
9/15	Water Valley 4-H Start up	50		
9/16	TGC Fair livestock comm. Mtg	17		
9/18	Wall- Cotton tour	54		
9/19	GAFB- set up 4-H	6		
9/20	Sheep Drive down town	8		
9/22	ASU- reserve MIR center	7		
9/25	Office Depot- office supplies	9		
9/25	Mall- meet with other organizations about pledge rally	5		
9/29-10/1	State Fair in Dallas	684		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		1807	0	0

Other expenses (list) personal cell phone - 38 min @ \$.40/min = \$15.20

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

**ROY K. ROBB POST-ADJUDICATION FACILITY
REPORT**

October 14, 2003

- **Population---26**

- **Referrals---3**
 - **Dawson-1**
 - **Wilbarger-1**
 - **Lubbock-1**

- **Discharges for Oct.---2**

RESOLUTION

THE STATE OF TEXAS
COUNTY OF TOM GREEN

WHEREAS, Section 6.03, Property Tax Code, State of Texas, allows each eligible taxing unit in an appraisal district to nominate one candidate for each position to be filled on the board of directors of the Tom Green County Appraisal District; and,

WHEREAS, there are five positions to be filled on the board of directors of the Tom Green County Appraisal District; and,

WHEREAS, Tom Green County is an eligible taxing unit of the Tom Green County Appraisal District; therefore,

BE IT RESOLVED, that Tom Green County nominates all five (5) of the following candidates as nominees for election to the Tom Green County Appraisal District for the term of January 1, 2004 through December 31, 2005.

1. Dick Burnett
2. A. H. "Chico" Denis, III
3. Louis P. Gomez
4. Walter W. Pfluger
5. John D. (Douglas) Phillips

Motion made by Commissioner Richard Easingwood, seconded by Commissioner Clayton Friend and the following voted AYE: Commissioners Friend; Bookter; Weeks; Easingwood and Judge Brown.

and the following voted NO: None

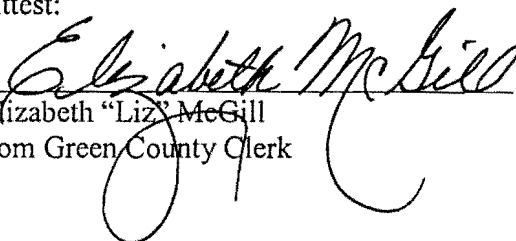
PASSED, APPROVED, AND ADOPTED this the 14th day of October, 2003.



Michael D. Brown
Tom Green County Judge



Attest:



Elizabeth "Liz" McGill
Tom Green County Clerk

October 14, 2003

Mike Brown, County Judge
Commissioners Court
Tom Green County Courthouse
San Angelo, Texas 76903

Re: Appointment of Board Members
Tom Green County Library Board

Judge Brown:

The Tom Green County Library board is comprised of eleven members. Terms of appointment are two years with five members' terms expiring each year. One member, Mrs. Edwin Brown is a life member. Five members' terms expired September 30, 2003.

The Library Board recommends that William Collins, Dennis Grafa, Joel Sugg and Sylvan Polunsky be reappointed for two-year terms to expire September 30, 2005. In addition the Board recommends Cindy McCammon to replace Jan Cummings for a two year term to expire September 30, 2005 and Mark Thieman to replace Caroline O'Connor's unexpired term to expire on September 30, 2004.

Your consideration of this matter will be greatly appreciated.

Respectfully submitted,

Sylvan Polunsky, Chairman
Tom Green County Library Board

PROCLAMATION

WHEREAS, Working Women constitute fifty percent of the Nation's work force, and are constantly striving to serve their communities, their states, and their nation in civic and cultural programs; and

WHEREAS, Major goals of business and professional women are to help create better conditions for business women through the study of social, educational, economic and political problems; to help them be of greater service to their community; to further friendship with women throughout the world; and

WHEREAS, All of us are proud of their leadership in these many fields of endeavor.

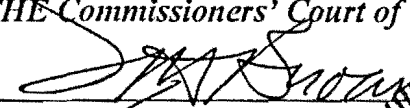
NOW, THEREFORE, I, Michael D. Brown, County Judge and the Commissioners of Tom Green County, Texas, do hereby proclaim the week of October 19-25, 2003, as

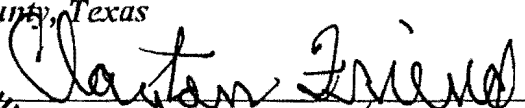
“NATIONAL BUSINESS WOMEN’S WEEK”


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

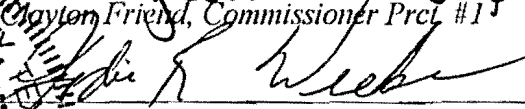
IN WITNESS WHEREOF, I have hereunto set my hand and Seal of the Commissioners' Court to be affixed this 14th day of October, 2003.

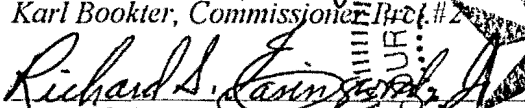
THE Commissioners' Court of Tom Green County, Texas

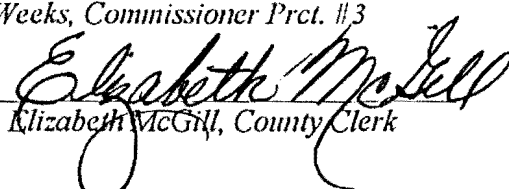

Michael D. Brown, County Judge

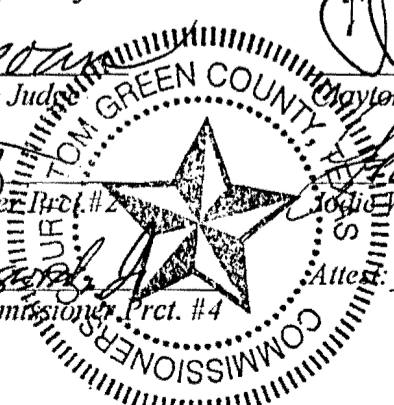

Clayton Friend, Commissioner Prct. #1


Karl Booker, Commissioner Prct. #2


Eddie K. Weeks, Commissioner Prct. #3


Richard Easingwood, Commissioner Prct. #4

Attest: 
Elizabeth McGill, County Clerk



MEMORANDUM OF UNDERSTANDING
October 1, 2003

THIS MEMORANDUM OF UNDERSTANDING between the Texas Department of Criminal Justice (TDCJ) and Tom Green County, Texas, a political subdivision of the State of Texas, with its general offices located at 122 West Harris, San Angelo, Texas 76903 (COUNTY) is developed to define and formalize commitments made by each entity for the work program within Tom Green County which shall utilize offender labor services assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3).

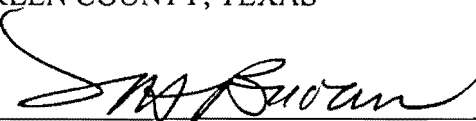
1. TDCJ shall provide offender labor services to COUNTY, participating governmental entities and certain non-profit organizations as approved by TDCJ to assist with accomplishing proposed public work projects within Tom Green County. The public work projects shall be within Tom Green County, Texas and surrounding counties. The public work projects shall be approved by COUNTY and submitted to TDCJ by COUNTY, participating governmental entities and certain non-profit organizations for approval by TDCJ.
2. The public work projects designated include but are not limited to general cleaning, maintenance, and land clearing. The offender labor service required for the accomplishment of the public work projects will be provided by TDCJ.
3. TDCJ shall provide and be responsible for the supervision, security, housing, medical and other services for the offenders care and confinement at San Angelo Work Camp (W3).
4. TDCJ shall be provide and be responsible for the housing of offenders and accordingly shall be responsible for the cost of utilities associated with such housing.
5. TDCJ shall provide transportation to the public work projects and shall maintain all motor vehicles and motorized equipment to be used for the transportation of offenders to the public work projects. The motor vehicles and motorized equipment shall be maintained by TDCJ in a safe condition and operated in a safe manner.
6. COUNTY shall provide laundry and food services for the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3).
7. COUNTY's obligations are as follows:
 - A. COUNTY shall provide wholesome and nutritious meals (3800 calorie menu) for the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3). The population of the offenders shall not exceed 40.

- B. COUNTY shall provide up to 40 meals for the offenders (actual meal count each day to be coordinated between COUNTY or its designated representatives and TDCJ), three times per day, seven days per week. COUNTY shall provide:
 - i. one hot breakfast, one prepared sack lunch (minimum of 800 calories, excluding beverage and dessert) and one hot dinner per offender Monday through Friday with the exception of observed State holidays (see Exhibit A - Observed State Holidays); and
 - ii. one hot breakfast, one hot lunch and one hot dinner per offender during Saturday, Sunday and observed State holidays identified in Exhibit A attached hereto.
 - C. Each meal shall include a beverage. COUNTY shall provide adequate portions of each item for each meal in either insulated transport carriers or prepared sack lunches, unless otherwise specified. Each lunch shall be completely prepared and sacked by COUNTY prior to pick up by TDCJ. Insulated transport carriers will be provided by COUNTY.
 - D. COUNTY shall, on a monthly basis, provide TDCJ with a copy of the menu from the prior month. COUNTY shall assure that the menus, to include dietary allowance, are approved at least annually by a qualified nutritionist or dietitian to ensure that the menus meet the nationally recommended dietary allowances for basic nutrition.
 - E. COUNTY shall provide laundry service for the offenders.
8. TDCJ's Obligations are as follows:
- A. TDCJ agrees to notify COUNTY at least 24 hours in advance of changes in meal types, such as from sack lunch to hot meal. Any permanent increase in the population of offenders will be reflected in a written contract modification.
 - B. TDCJ will provide plates and cups.
 - C. TDCJ shall rinse insulated trays and/or transport containers prior to their return to COUNTY.
 - D. At a mutually agreed time, TDCJ will pick up the food and beverages from COUNTY food service prior to each meal. At a mutually agreed time, TDCJ will return the food and beverage containers (insulated tray and/or transport containers) to COUNTY after the completion of each meal.

- E. If TDCJ finds any spoiled or unwholesome meals, TDCJ will return the allegedly spoiled and unwholesome food and beverages to the Food Service Manager for the COUNTY.
 - F. TDCJ will serve the meals to offenders.
 - G. TDCJ will submit to COUNTY weekly the number of meals served to the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3) for the previous week (seven days). The specific day of the week the meal count will be submitted to the COUNTY will be established by mutual agreement of the parties.
 - H. TDCJ will monitor COUNTY food service operations by periodic on-site inspections. TDCJ will perform inspections in a manner that will not unduly interfere with COUNTY's performance of services. COUNTY shall furnish all reasonable facilities and assistance for the safe and convenient performance of these inspections.
9. This Memorandum of Understanding is to begin October 1, 2003 and shall terminate on September 30, 2004, unless terminated sooner in accordance with this Memorandum of Understanding.
 10. COUNTY is associated with TDCJ only for the purposes and to the extent set forth herein, and with respect to the performances of services hereunder. Nothing contained herein shall be deemed or construed to create a partnership or a joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability for the parties with respect to the indebtedness, liabilities and obligations of the other party.
 11. Either party may terminate this Memorandum of Understanding, without cause, upon thirty (30) days prior written notice to the other party.
 12. This Memorandum of Understanding may be amended or supplemented only by a written document signed by the duly authorized representatives of COUNTY and TDCJ.
 13. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in San Angelo, Tom Green County, Texas.
 14. This Memorandum of Understanding and any written modifications constitute the sole agreement between COUNTY and TDCJ. Any oral agreements or understandings outside the terms of this Memorandum of Understanding shall be void and have no force and effect.

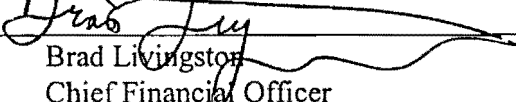
15. This Memorandum of Understanding shall be effective October 1, 2003.

TOM GREEN COUNTY, TEXAS

By: 
Michael D. Brown, County Judge for Tom Green
County, Texas, acting in his official capacity and not in
his individual capacity

Date: 10-14-03

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

By: 
Brad Livingston
Chief Financial Officer

Date: 10/16/03

Observed State Holidays

Holiday	Date	Day of Week
Veterans' Day	November 11, 2003	Tuesday
Thanksgiving Day	November 27, 2003	Thursday
Day After Thanksgiving	November 28, 2003	Friday
Christmas Eve Day	December 24, 2003	Wednesday
Christmas Day	December 25, 2003	Thursday
Day After Christmas	December 26, 2003	Friday
New Years Day	January 1, 2004	Thursday
Memorial Day	May 31, 2004	Monday
Independence Day	July 4, 2004	Sunday
Labor Day	September 6, 2004	Monday

EXHIBIT A

Amendment No. 5 to Food Service Contract for Tom Green County Detention Facility

THIS AMENDMENT, hereinafter referred to as AMENDMENT, by and between Tom Green County, Texas, a political subdivision of the State of Texas, with its general offices located at 122 West Harris, San Angelo, Texas 76903 (hereinafter referred to as "COUNTY") and ARAMARK Correctional Services, Inc., a Delaware corporation, with offices at 1801 South Meyers Road, Oakbrook Terrace, Illinois 60181 (hereinafter referred to as "ARAMARK") is entered into to be effective the 1st day of October, 2003.

WITNESSETH

WHEREAS, Tom Green County, Texas, a political subdivision of the State of Texas, and Correctional Foodservice Management entered into a food service contract for Tom Green County Detention Facility dated February 23, 1999, for food service at the Tom Green County Detention Facility, and subsequently such contractual agreement was, with the consent of the COUNTY, assigned by Correctional Food Service Management to ARAMARK;

WHEREAS, COUNTY has entered into a Memorandum of Understanding effective October 1, 2003 with the Texas Department of Criminal Justice to provide food services for the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3).

WHEREAS, COUNTY desires to amend its Food Service Contract with ARAMARK to provide the food services to the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3) and ARAMARK desires to provide the food service to these offenders; and

WHEREAS, the parties desire to amend said contractual agreement as hereinafter set forth effective October 1, 2003;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, benefits, and agreements herein contained, the COUNTY and ARAMARK do hereby agree as follows:

1. ARAMARK shall provide wholesome and nutritious meals (3800 calorie menu) for the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3).
2. ARAMARK shall provide meals for the offenders (actual meal count to be coordinated with designated representatives of the Texas Department of Criminal Justice), three times per day, seven days per week.
3. ARAMARK shall provide one hot breakfast, one prepared sack lunch (minimum 800 calories, excluding beverage and dessert) and one hot dinner per offender Monday

through Friday with the exception of Observed State Holidays (see Exhibit A - Observed State Holidays).

4. ARAMARK shall provide one hot breakfast, one hot lunch, and one hot dinner per offender during Saturday, Sunday, and Observed State Holidays identified in Exhibit A attached hereto.
5. ARAMARK shall include an appropriate beverage with each meal.
6. ARAMARK shall provide each meal in either an insulated transport carriers or prepared sack lunches. The sack lunches shall be completely prepared and sacked by ARAMARK prior to pick up by Texas Department of Criminal Justice.
7. ARAMARK shall, on a monthly basis, provide COUNTY with a copy of the menu from the prior month. ARAMARK shall assure the menus, to include dietary allowance are approved as least annually by a qualified nutritionist or dietician to ensure that the menus meet the nationally recommended dietary allowances for basic nutrition.
8. ARAMARK shall ensure the meals and beverages are available for Texas Department of Criminal Justice at such times as mutually agreed upon by the parties.
9. ARAMARK will allow Texas Department of Criminal Justice to monitor the food services operations on a periodic on-site basis which shall include inspections of the premises. ARAMARK shall ensure that the facilities are made available for inspection by Texas Department of Criminal Justice.

ARAMARK has agreed to provide to the COUNTY the food services to the offenders at the Texas Department of Criminal Justice - San Angelo Work Camp (W3) pursuant to the following price scale:

<u>Average Offender Daily Population</u>	<u>Price Per Meal</u>
26 - 50	\$2.16
51 - 75	\$1.905
76 - 100	\$1.835
100 - 125	\$1.767

ARAMARK shall submit to COUNTY on a weekly basis an invoice (application for payment) for the actual meals provided to the offenders assigned to the Texas Department of Criminal Justice - San Angelo Work Camp (W3). This invoice shall identify the number of meals provided to the offenders on a daily basis. The price per meal shall be those amounts as set forth above. The invoice (application for payment) shall be submitted to the Treasurer for Tom Green

County at the address reflected below:

Dianna Spieker
County Treasurer
112 West Beauregard Avenue
San Angelo, Texas 76903-5835
(325) 659-6521
(325) 659-6440 Facsimile

On receipt of the invoice from ARAMARK the Treasurer will verify the number of meals by and through an authorized representative of Texas Department of Criminal Justice. The Treasurer upon the reconciliation of the invoice and the verification by Texas Department of Criminal Justice will submit the invoice to the Tom Green County Commissioners Court for its consideration and approval.

Either party to this Amendment may unilaterally terminate this Amendment upon thirty (30) days written notice.

Except as hereinabove provided, said Food Service Contract is hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be signed by their duly authorized representatives to be effective the day and year first written above.

ARAMARK Correctional Services, Inc.

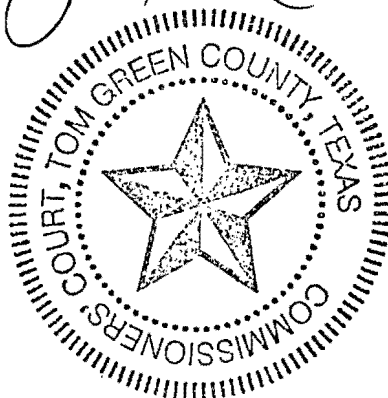
By: _____
Norm Miller, President

Tom Green County, Texas
By: *Michael D. Brown*
Michael D. Brown, County Judge for
Tom Green county, acting in his official
capacity and not in his individual
capacity

Date: _____

Date: 10-14-03

Attest:
Elizabeth McGill
Elizabeth McGill, County Clerk,
Tom Green County



Job Description: Medical Assistant I

CLASS NO. 1418

EEOC CATEGORY: Technicians

PAY GRADE: Stand-by

FLSA: Nonexempt

SALARY: \$12.00/HR

SUMMARY OF POSITION

Remains on-call as needed to respond to any emergency situations at the jail facility; assists doctors and Nurse Supervisor in evaluating total health care needs of patients; including assisting in developing plans to meet those needs, and arranging for providing medical treatment to jail inmates.

ORGANIZATIONAL RELATIONSHIPS

1. Reports to: Nurse Supervisor.
2. Directs: This is a non-supervisory position.
3. Other: Works closely with doctors; dentists; hospitals; department employees; inmates; and other medical personnel.

EXAMPLES OF WORK

Essential Duties*

Assesses inmates' medical needs and arranges for or provides treatment, including wound treatment, suture removal, and minor surgery;

Assists doctors with examinations and administration;

Carries out physicians' orders;

Maintains security and safety procedures for inmates and staff;

Provides health care evaluations, instructions, and counseling to inmates, including reviewing inmate medical requests;

Processes new inmates by screening and evaluating medical and mental histories as needed;

Maintains inventory and orders medical equipment, supplies, and maintains security control of these items;

* for the purpose of compliance with the Americans with Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.

10/03

Tom Green County

CLASS NO. 1418 (Continued)

Monitors blood sugar and blood pressure on hypertensive and diabetic inmates on a frequent basis and gives insulin and other injections as necessary;

Performs TB skin tests on inmates and department employees;

Prepares and dispenses medications and supervises self-administration;

Answers inmate and staff inquiries;

Maintains records and administers vaccinations on jail employees;

Maintains medical charts, records, and other required medical documentation, and requests for medical records transfers of new inmates;

Maintains cleanliness in work area;

Requests special diets as necessary;

Performs clerical duties such as filing of records;

Provides medical care services to inmates at Barracks;

Works on-call as necessary; and

Sets appointments for inmates to see a physician, psychiatrist, or dentist as needed. Coordinates transportation and appointments for inmates requiring medical care outside of jail facilities in absence of Medical Records Bookkeeper.

Other Important Duties*

Performs such other related duties as may be assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of: first aid, cardiopulmonary resuscitation, and nursing.

Skill/Ability to: work effectively with inmates, other staff members, and the public; reason and make medical judgments and decisions, especially in emergencies; demonstrate proficiency in both oral and written communication; and maintain appropriate necessary certifications.

ACCEPTABLE EXPERIENCE AND TRAINING

Must be certified in CPR and First Aid;

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

CERTIFICATES AND LICENSES REQUIRED

Must be a certified paramedic.

* for the purpose of compliance with the Americans with Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.

Job Description: Medical Assistant II

CLASS NO. 1419

EEOC CATEGORY: Technicians

PAY GRADE: Stand-by

FLSA: Nonexempt

SALARY: \$9.00/HR

SUMMARY OF POSITION

Remains on-call as needed to respond to any emergency situations at the jail facility; assists doctors and Nurse Supervisor in evaluating total health care needs of patients; including assisting in developing plans to meet those needs, and arranging for providing medical treatment to jail inmates.

ORGANIZATIONAL RELATIONSHIPS

1. Reports to: Nurse Supervisor.
2. Directs: This is a non-supervisory position.
3. Other: Works closely with doctors; hospitals; department employees; inmates; and other medical personnel.

EXAMPLES OF WORK

Essential Duties*

Assists doctors with examinations and administration;

Carries out physicians' orders;

Maintains security and safety procedures for inmates and staff;

Provides health care evaluations, instructions to inmates, including reviewing inmate medical requests;

Maintains inventory and orders medical equipment, supplies, and maintains security control of these items;

Monitors blood sugar and blood pressure on hypertensive and diabetic inmates on a frequent basis and gives insulin and other injections as necessary;

Prepares and dispenses medications and supervises self-administration;

Answers inmate and staff inquiries;

* for the purpose of compliance with the Americans with Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.

10/03

Tom Green County

CLASS NO. 1419 (Continued)

Maintains records of vaccinations on jail employees;

Maintains medical charts, records, and other required medical documentation, and requests for medical records transfers of new inmates;

Maintains cleanliness in work area;

Requests special diets as necessary;

Performs clerical duties such as filing of records;

Provides medical care services to inmates at Barracks;

Works on-call as necessary; and

Sets appointments for inmates to see a physician, psychiatrist, or dentist as needed. Coordinates transportation and appointments for inmates requiring medical care outside of jail facilities in absence of Medical Records Bookkeeper.

Other Important Duties*

Performs such other related duties as may be assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of: First Aid and Nursing Procedures.

Skill/Ability to: work effectively with inmates, other staff members, and the public; reason and make medical judgments and decisions, especially in emergencies; demonstrate proficiency in both oral and written communication; and maintain appropriate necessary certifications.

ACCEPTABLE EXPERIENCE AND TRAINING

First Aid and CPR certification or receive certification within three months from employment.

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

CERTIFICATES AND LICENSES REQUIRED

Must be certified and be licensed by the Texas State Board as a Medication Aide.

* for the purpose of compliance with the Americans with Disabilities Act (ADA)
This job description does not take into account potential reasonable accommodations.

10.14.03

RFB 03-018 "Sale of Firearms" SpreadSheet

Manufacturer	Model	Gauge/ Caliber	Serial Number	
High Standard	Riot	12	PO7455	
High Standard	Riot	12	PO7643	
High Standard	Riot	12	PO7462	
EastField	916	12	B13332	
Mossberg	500a	12	J316481	
Mossberg	500a	12	J316692	
Winchester	1200	12	L2445709	
Winchester	1300	12	L2549705	
Winchester	1300	12	L2547491	
Winchester	1300	12	L2547513	
Winchester	1300	12	L2561194	
Winchester	Defender	12	L1993811	
Winchester	Defender	12	L2004940	
Vendor	Jerry Gibbs		Gary Dennis Reed	
Total	\$392.00		\$370.00	

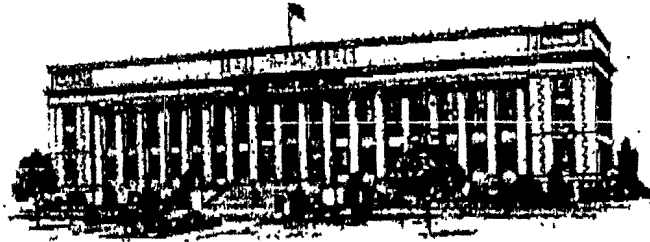
Dealer FFL#

5-75-081-01-5H-24423

5-75-451-01-4F-19509

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Tom Green County



Johnny Grimaldo
Purchasing Agent

124 W. Deauvergard
San Angelo, Texas 76903
325-659-6500/Fax 325-658-7871

Mary I. Adame
Purchasing Assistant

Monday, October 06, 2003

West Central Wireless
Attn: Jimmy Don Williams
3389 Knickerbocker Rd.
San Angelo, Texas 76904

West Central Wireless,

Tom Green County is interested in renewing the bid for RFP 02-015 "Cellular Services." The current contract expired October 22, 2003. If your firm is in agreement to renew this contract please sign below. This action will be presented to the Commissioners' Court for the County Judge's signature. If renewal is implemented, the new term for this agreement will be October 23, 2003 through October 22, 2004.

Sincerely,

Johnny Grimaldo
Purchasing Agent

I agree to the renewal of this contract.

West Central Wireless Rep. Signature

I do not wish to renew this contract.

10-6-03
Date

Tom Green County agrees to renew this contract.

Michael D. Brown, County Judge

10-14-03
Date



CAROLE KEETON STRAYHORN
Comptroller

COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528
AUSTIN, TX 78711-3528

COPY

TOM GREEN

(NAME)

COUNTY LATERAL ROAD ACCOUNT

VOL. 78 PG. 104

NAME OF ROAD	(O) (N)	PRECINCT	R.O.W.	EQUIPMENT	ENGINEERING SUPERVISION	LABOR	MATERIAL	OIL AND GAS	MISC.	GRAND TOTAL
FT. MCKAVITT RD	0	2	40'	-	-	-	\$16,399.00			\$16,399.00
SPRING ROAD	0	3	60'	-	-	-	\$ 4,843.84			\$ 4,843.84
SPRING AVENUE	0	3	60'	-	-	-	\$ 1,618.73			\$ 1,618.73
BLEDSOE ROAD	0	1	60'	-	-	-	\$ 6,126.81			\$ 6,126.81
4th ROAD	0	1	60'	-	-	-	\$ 3,498.07			\$ 3,498.07
TOTAL							\$32,486.45			\$32,486.45

Unexpended Balance September 1, 2002 \$ - .39

Additional Funds Received in FY 2003 \$ 32,590.29

Total to be Accounted for \$ 32,589.90

Less Amount Expended \$ 32,486.45

Balance in Lateral Road Accounts August 31, 2002 \$ 103.45

New lateral road miles added since previous fiscal year -0-

I hereby certify that the above report is a true statement of the expenditures from the Lateral Road account for the fiscal year September 1, 2002 to August 31, 2003.

Michael D. Brown, County Judge Tom Green County

(O) - Old Road-Reconstructed & Paved (formerly Caliche)
(N) - New Road-No Road Priorly.

For assistance please contact Dolores Fojtasek by e-mail at dolores.fojtasek@cpa.state.tx.us, by phone at 1-800-531-5441 extension 3-4724, or by fax at 512 475-0527