

The Commissioners' Court of Tom Green County, Texas, met in Regular Session March 27, 2001, 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
- Elizabeth McGill, County Clerk and Ex-officio Clerk of the Commissioners' Court

Judge Brown called the meeting to order at 8:36 AM. The Pledge of Allegiance was recited and Commissioner Weeks gave the invocation.

Commissioner Friend moved to accept the Consent Agenda as presented:

- A. The approval of the Minutes from the Regular Session, March 20, 2001
- B. Approved to pay the bills in the Minutes of Accounts Allowable in the amount of \$41,502.85 and approved the Purchase Orders in the amount of \$17,343.27.
- C. Accepted the Personnel Actions as presented:

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

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE/STEP</u>	<u>SALARY</u>
Grant, Karen S.	County Attorney	New Hire	4/1/01	N/A	\$937.50 s/m
Fisher, Donna G.	County Clerk	New Hire	3/26/01	10/1	\$603.73 s/m
Higgins, Derek C.	Jail	New Hire	3/26/01	16/1	\$811.80 s/m
Dickson, Stewart D.	Sheriff	Transfer & Promotion	4/1/01	19/5	\$1039.35 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>
Allen, Jo Ann	County Extension	Resignation	3/31/01	13/3	\$735.95 s/m
Braly, Belinda F.	CSCD (218)	Promotion	4/2/01	N/A	\$972.71 s/m
Guerra, Manuel	CSCD (218)	Demotion	3/16/01	N/A	\$1264.58 s/m
Hensley, Casey D.	CSCD (255)	New Hire	4/2/01	N/A	\$717.88 s/m

- D. Accepted the Solid Waste Report as presented and recorded with these minutes.

Motion was seconded by Commissioner Weeks and all voted in favor.

Agenda item # 5 regarding proclamation will be passed until next week.

Judge Brown moved to approve the Contract and Agreement for the Detention of Juvenile Offenders between Palo Pinto County and Tom Green County. Motion was seconded by Commissioner Bookter and all voted in favor.

Mark Williams reported, back to the Court, regarding the recommendation of John Begnaud and his Master Gardeners group to do zero landscaping due to the distance and cost of the well and the pipe line. There was also some concern about the salt content of the water might be too concentrated for productivity. Mr. Williams gave a preliminary sketch of the proposal, including expansion of the parking lot. A final sketch will be presented after he revisits with the Master Gardener group and John Begnaud for finalization.

Commissioner Friend moved to authorize Mark Williams to meet with purchasing and go out for bids, not to

exceed \$35,000.00, to expand the asphalt parking area at the Roy K. Robb Post Adjudication Facility. Motion was seconded by Commissioner Easingwood and all voted in favor.

Commissioner Friend moved to authorize Mark Williams to contact John Begnaud and the Master Gardeners Group to proceed with the zero landscaping project. Commissioner Weeks seconded the motion and all voted in favor.

Herb Straach-Templeton Construction reported, on the New Tom Green County Justice Center, that last Friday bids were taken for Phase III and should have a summary of the bids and be able to award bids in about 2 weeks. Fire Marshall will be doing their inspection today. The Health Department inspected and approved the kitchen last week. The CCC group are fine tuning their equipment. Jail Commission will be here March 29 & 30th, 2001 for inspection of Phase I. Kenny Burns, the architect will also be here for the final inspection. Should start pouring concrete for Phase III next week. Masonry work is continuing and should be completed around the first of May. Electrical contractors have started work on Phase III and as soon as the prisoners are moved into Phase I then construction and remodeling will begin on Phase II.

Commissioner Friend moved to approve the replat of the Paul Gregory Addition, Section 4, as presented by Greystone Engineering, extending Porter Henderson Drive and showing the streets that had previously been abandoned. Motion was seconded by Commissioner Bookter and all voted in favor.

Commissioner Weeks moved to approve hiring an additional employee in the County Parks/Solid Waste Department. Motion was seconded by Commissioner Friend and all voted in favor. Proposal recorded with these minutes.

Commissioner Easingwood presented some recommendation by the Loss Control Committee that included:

1. Creating a Post Action Revue Committee to review types, causes and preventative measures to be taken regarding accidents within the County.
2. Regular Safety Meetings for employees.
3. Consider hiring a Risc Manager.

No action was taken.

Commissioner Friend moved to authorize Judge Brown to sign application for continuing membership in the Texas Library System . Motion was seconded by Commissioner Bookter and all voted in favor.

Commissioner Weeks moved to pass on the application for permit and right of way to construct pipeline or utility for further study. Motion was seconded by Judge Brown and all voted in favor.

There were no further issues to be addressed at this meeting.

Future Agenda Items:

1. Proclamation designating April, 2001 as "Child Abuse Prevention Month".
2. Budget issues.
3. Selection of another member for Grievance Committee.
4. Selection of Redistricting Committee.
5. Approval of Right of Way Agreement with WTU

Announcements:

1. Boy Scout auction Saturday.
2. Saturday, March 31st, 2001, at 10:00 A.M., there will be a dedication for the Knickerbocker Cemetery.
3. There will be a ribbon cutting and dedication of the Mullin's Crossing Bridge in about 2 weeks.
4. Thank you note to the Roundtree Family for patience, diligence, cooperation and thoughtfulness during the construction of the jail.

Meeting was adjourned at 10:05 AM.

Michael D. Brown, County Judge

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

FEBRUARY, FY2001
TGC SOLID WASTE REPORT
3/26/011

WALL

DATE	9-10am	10-11am	11-12am	12-1pm	TOTAL
FEB 3	0	0	2/\$17	0	\$17
FEB 10	0	2/\$53	0	0	\$53
FEB 17	1/\$6	2/\$12	2/\$7	0	\$25
FEB 24	1/\$3	0	0	0	\$ 3

	Salary	Revenue	\$98	WALL	FEB Y00	FEB FY01	FY '01 TO DATE	FEB FY 00 Comparison
Duncan Disposal	-\$100.00			Expense	-\$444.80	-\$450.80	-\$2245.98	-\$2,618.59
WTU	-\$ 8.97			Revenue	<u>\$177.00</u>	<u>\$98.00</u>	<u>\$643.00</u>	<u>\$ 971.00</u>
Cellular Phone	-\$ 17.95			Loss	(\$340.16)	(\$352.80)	(\$1,602.98)	(\$1,647.59)
Mrs. Its (land)	-\$ 50.00							
Total Expense	(\$450.08)							

CHRISTOVAL

DATE	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL
FEB 3	1/\$8	2/\$14	0	3/\$24	0	0	\$46
FEB 10	2/\$17	0	0	1/\$9	0	0	\$26
FEB 17	3/\$25	0	2/\$12	1/\$20	1/\$26	0	\$83
FEB 24	2/\$11	2/\$12	0	0	0	1/\$12	35

	Salary	Revenue	190.	FEB Y00	FEB FY01	FY '01 TO DATE	FEB FY 00 Comparison
Duncan Disposal	-\$100.00			EXP	-\$248.82	-\$2,421.40	-\$2,824.07
WTU	-\$ 9.33			REV	<u>\$313.00</u>	<u>\$190.00</u>	<u>\$1,466.00</u>
Cellular Phone	-\$ 17.95			LOSS	(\$282.76)	(\$1,279.40)	(\$1,358.07)
Total Expense	(\$248.82)						

GRAPE CREEK

DATE	8-9	9-10	10-11	11-12	12-1	1-2	2-3	3-4	4-5	TOTAL
FEB 3	3/\$24	9/\$63	10/\$122	3/\$21	4/\$31	3/\$34	6/\$80	5/\$63	0	\$438
FEB 10	0	11/\$61	10/\$78	7/\$62	10/\$69	6/\$53	5/\$37	5/\$41	3/\$46	\$451
FEB 17	1/\$3	9/\$55	9/\$83	4/\$15	7/\$43	7/\$34	8/\$45	5/\$18	1/\$3	\$299
FEB 24	1/\$3	6/\$24	8/\$63	1/\$12	1/\$13	5/\$89	2/\$17	3/\$15	5/\$67	\$303

	Salary	Revenue	\$1491.	GRAPE CREEK	FEB Y00	FEB FY01	FY '01 TO DATE	FEB FY 00 Comparison
Duncan Disposal	-\$ 433.57			Expense	-\$3,370.42	-\$3,827.74	-\$16,997.72	-\$20,166.02
WTU	-\$ 7.25			Revenue	<u>\$1,113.00</u>	<u>\$1,491.00</u>	<u>\$5,620.00</u>	<u>\$ 6,375.00</u>
Cellular Phone	-\$ 17.95			LOSS	(\$2,257.42)	(\$2,336.74)	-\$11,377.72	(\$13,791.02)
Total Expense	(\$3,827.74)							

FEBRUARY		
	FY2001 TO DATE	SAME PERIOD FY00
EXPENSES	-\$21,665.10	-\$20,166.02
REVENUE	<u>\$7,405.00</u>	<u>\$ 6,375.00</u>
LOSS TO DATE	(\$14,260.10)	(\$13,791.02)

8:34 AM

STATE OF TEXAS

COUNTY OF TOM GREEN

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

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Michael D. Brown County Judge, and the County of Palo Pinto acting by and through its duly authorized representatives, the Commissioners' Court of Palo Pinto County, Texas, Mickey D. West, Palo Pinto County Judge, to be effective October 1, 2000, to September 30, 2001.

WITNESSETH:

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center. Whereas, Palo Pinto County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family 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 Palo Pinto County for such use and purpose, and Palo Pinto County desires to contract for the use of said facility:

Now, therefore, the parties agree as follows:

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

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

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

(2) Tom Green County will provide room and board, seven (7) days a week supervision, an approved education program, recreation facilities, and 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 Palo Pinto County.

(3) Palo Pinto County agrees to pay Tom Green County the sum of \$75.00 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 Palo Pinto County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Palo Pinto County and to request that Palo Pinto County be billed for the same. Palo Pinto County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Palo Pinto County of such an emergency within twenty-four hours of its occurrence.

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

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

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

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

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

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

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

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

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed therefrom by Palo Pinto County, its agents, servants, or employees at the conclusion

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

(13) It is further understood and agreed by the parties hereto that ^(if) a child in pre-adjudication care not be removed by Palo Pinto County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) day 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 Palo Pinto County for which there will be an additional charge of N/A cents per miles, for a total charge of mileage.

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

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

II. DEFAULT

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

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

or

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

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

III-OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

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

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

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

IV-EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

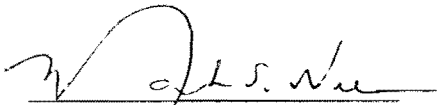
This Contract and Agreement this date executed is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating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

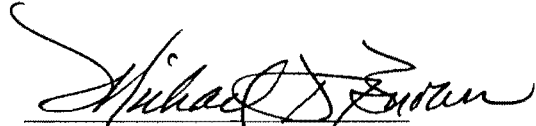
This contract is in lieu of all previous contracts between Tom Green County and Palo Pinto County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective.

Executed in duplicate this the 28th, day of February, 2001, to be effective October 1, 2000.
each copy hereof shall be considered an original copy for all purposes.

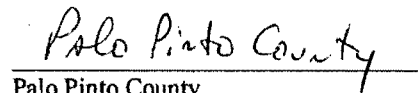
Approved as To Form

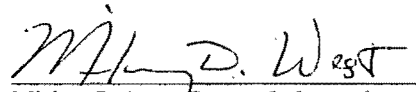
COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS


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


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

COMMISSIONERS' COURT OF


Palo Pinto County


Mickey D. West County Judge and
Presiding Officer of Said Court,

Proposal for an Additional Parks/Solid Waste Employee

Another employee is desperately needed in the TGC Parks/Solid Waste Dept.
 Cost of an additional employee (annual & rest of year) are stated below.

		Annual	FY2001
105 Salary:	\$7.93 per hour /\$634.48 semi- annual ^{monthly}	\$15,227.52	\$7,613.76
201 FICA/Medicare:	7.65% of salary	\$1,164.91	\$582.45
202 Group Hospital:	\$270.03 per mo.	\$3,240.36	\$1,620.18
203 Retirement:	7% of salary	\$1,065.93	\$532.96
470 Capitalized Equip:	1992 Ford F150 pickup (TGC 8562) from R&B2/4		\$1,000.00
337 Gasoline:		\$1,500.00	\$600.00
339 Grease & Oil:		\$150.00	\$75.00
340 Antifreeze:		\$10.00	\$0.00
341 Tires & Tubes:		\$200.00	\$80.00
388 Cellular/Pager:	\$17.95 per mo.-Cell/\$29+\$8 per mo. pager	\$311.40	\$184.00
391 Uniforms:	\$6.01 per week	\$312.52	\$156.26
572 Hand Tools:	shovels, rakes, saws, hammers, etc.		\$350.00
		\$23,182.64	\$12,794.61

System Membership Application Form

Authorization to Apply for New or Continuing System Membership

LIBRARY NAME:

Tom Green County Library

CITY

San Angelo, TX 76903

This Authorization for application should be completed only for the following reasons:

Your library is applying for new membership in the Texas Library System.
Your library wishes to continue its membership in the Texas Library System for the upcoming state fiscal year (SFY2002).

All signatures are necessary. Current members of the Texas Library System **MUST** obtain all necessary signatures if they wish to continue their System membership during SFY2002.

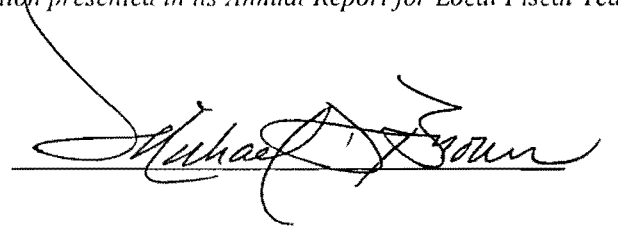
Signatures of city secretaries, county clerks, and so forth are **not valid** substitutions for the signatures of mayors, city managers or county judges.

IF you are unable to obtain all necessary signatures before this form is due at the State Library, THEN send the State Library all other pages **except this Authorization** and indicate approximately when the Authorization for Application will be forthcoming. After obtaining the required signatures, mail this page to the Texas State Library at your earliest convenience.

By signing this form, the applying library is certifying that the information presented in its Annual Report for Local Fiscal Year 2000 is complete and accurate.

AUTHORIZATION

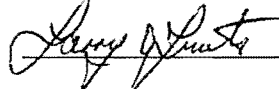
SIGNATURE of Mayor, City Manager, of County Judge, or School Superintendent (Circle applicable one)



Typewritten or printed name

Michael D Brown

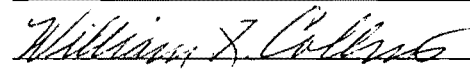
SIGNATURE of Head Librarian



Typewritten or printed name

Larry D Justiss

SIGNATURE of Library Board Chair



Typewritten or printed name

William F Collins