



COMMISSIONER'S COURT MINUTES
AUGUST 8TH REGULAR TERM, A.D. 2018

1. CALL TO ORDER.
2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 8TH day of August A.D. 2018 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of Allegiance.
4. Canvass and certify the election returns for Special SD-19 Election of July 31, 2018.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes
18-362	N	F		Motion to approve as		W,O,N	
				Presented.		E V V, F	

5. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None presented.				

6. Citizens' Comments.

- 1) None Presented. _____
- 2) _____
- 3) _____

MOTION KEY:
 EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

- COUNTY JUDGE
- Judge's Staff
- Judge's Staff
- COMM. PRCT# 1
- COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

- OMAR F COUNTY ATTY
- COUNTY ATTY STAFF
- COUNTY ATTY STAFF
- DISTRICT CLERK
- IT
- SHERIFF
- SHERIFF'S STAFF
- AUDITOR
- TREASURER
- PURCHASING
- HR
- TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- EMERGENCY MGMT
- JP #1
- JP #2
- JP #3
- JP #4
- OTHER _____
- Constable Berg
 Constable Hernandez

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

7. A public hearing regarding the **re-plat remainder of Lot 2, Chaparral Estates Subdivision Del Rio.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Lot 2, Chaparral Estates Subdivision.				

8. Open hearing at 9:15 a.m.

9. Close hearing at 9:16 a.m.

Efrain Valdez, County Judge

10. Presentation by Enterprise a leasing company.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation Only regarding the				
				Purchase v. Leasing of vehicles,				

11. Discussion and possible action requesting the Release of Funds and Certification Form 7015.15 from Val Verde County and requesting the Release of Funds for Val Verde County 7218075 in the amount of \$500,000.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-363	O	W		Motion to approve and authorize		W,O,N,F		
				The Judge to sign.		E V V		

12. Discussion and possible action to transfer \$7,000.00 from Building Repairs account number 1111-1220-37-16330 to Repairs account number 1111-1220-37-16490 for the purpose of replenishing funds to end fiscal year 2018.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-364	O	N		Motion to approve.		W,O,N,F, E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

13. Discussion and possible action to approve the 2018 Colonia Self – Help Center Housing Assistance Guidelines and Public Service Activity Policies and Procedures.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-365	N	F		Motion to approve and authorize		W,O,N,F, E V V		
			N	The Judge to sign.	F			

14. Discussion and possible action of the imposition of optional fees for calendar year 2019: County Road & Bridge Fees (sec. 502.401) of \$10.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-366	N	F		Motion to approve.		W,O,N,F, E V V		

Martin Wardlaw, County Commissioner Pct. 1

15. Discussion and possible action to approve transfer of deeds for the tanks and water system in Escondido Estates from Val Verde County to the city of Del Rio

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-367	W	N		Motion to approve.		W,O,N,F, E V V		

16. Discussion and possible action regarding approaching the city of Del Rio about transferring property on Jesse Cardenas Road to Val Verde County for the possible use of road office yard and storage for Precinct 1.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-368	W	O		Motion to approve.		W,O,N,F, E V V		

Rogelio Musquiz, Jr., Purchasing Agent

17. Discussion and possible action regarding a budget amendment to the advertising line item. An additional \$4,000.00 is required to fund anticipated ending quarter expenses.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-369	N	O		Motion to approve.		W,O,N,F, E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

18. Discussion and possible action regarding the copier contract for the Sheriff's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-370	N	F		Motion to approve Sheriff copier		W,O,N,F, E V V		
				Contract for \$371.90 @ month.				

Emily Grant, County Extension Agent

19. Discussion and possible action for a budget amendment transferring \$55.50 from copier line item and \$55.50 from maintenance line item to account #111-1217-30-16203 for FCH Agent Raquel Rodriguez remaining travel to FCH Agents National Conference in San Antonio, TX.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-371	N	O		Motion to approve as presented.		W,O,N,F, E V V		

20. Discussion and possible action requesting \$400.00 in additional travel funds for account #111-1217-30-16203 for FCH Agent, Raquel Rodriguez for travel to Early Career Agent Training in Big Springs, TX and District 6 Program Planning & District 6 Administration & 4-H Meeting in Fort Stockton.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-372	N	O		Motion to approve as presented.		W,O,N,F, E V V		

21. Discussion and possible action requesting \$1000.00 in additional travel funds for account #111-1217-30-16202 for ANR Agent, Emily Grant for travel to State Fair of Texas with Val Verde 4-H Families, and District 6 Program Planning & District 6 Administration & 4-H Meeting in Fort Stockton.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-373	N	O		Motion to approve \$2,000.00 to		W,O,N,F, E V V		
				Emily Grant Travel & Training to				
				Be paid from contingency.				

Joe Frank Martinez, County Sheriff

22. Discussion and possible action requesting authorization to accept a donation in the amount of fifty dollar (\$50.00) from Ms. Sarah Boston. Donation to be deposited into the Reserve Account.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-374	N	F		Motion to approve as presented.		W,O,N,F, E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

23. Discussion and possible action authorizing Sheriff Joe Frank Martinez to transfer \$10,000.00 from the Software Maintenance line item to the Travel and Training line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-375	N	F		Motion to approve.		W,O,N,F, E V V		

Aaron Rodriguez, County Treasurer

24. Discussion and possible action regarding the recommendation by the County Investment Committee on the use of I&S funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes W,O,N,F, E V V	Noes	Abst
18-376	N	F		Motion to approve as presented.				

25. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Preliminary Report Only.				

Juanita Barrera, County HR Director

26. HR Monthly Report from: July 12, 2018 through August 7, 2018.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Teresa Parrack, State Records Clerk, with an annual salary of \$21,450.00, effective July 12, 2018. Ms. Parrack is replacing Pamala Glover who was promoted.
- B. Generosa Ramon, County Clerk requesting the discontinuance of checks to Wilma Arredondo, Deputy Clerk III, effective July 27, 2018. Ms. Arredondo has retired.
- C. Generosa Ramon, County Clerk requesting the discontinuance of checks to Sylvia Salazar, Deputy Clerk IV, effective August 1, 2018. Ms. Salazar has retired.
- D. Efrain Valdez, County Judge requesting the discontinuance of checks to Roger Cerny, Risk Manager, effective July 31, 2018. Mr. Cerny has retired.
- E. Efrain Valdez, County Judge, requesting the issuance of checks to Macario Ortiz, Substitute Part-time elevator operator, with an hourly rate of \$9.92, effective August 6, 2018. Mr. Ortiz will be serving in a substitute position during the absence of the elevator operator's.

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- F. Michael Bagley, District Attorney, requesting the issuance of checks to Jessica Shawver-Savino, BPU Attorney, with an annual salary of \$65,000., effective August 1, 2018. Ms. Shawver-Savino is replacing Andrea Casares who resigned.
- G. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Salvador Espinoza, Truck Driver, with an annual salary of \$21,450.00, effective July 30, 2018. Mr. Espinoza is filling in a vacant position previously vacated by him.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-377	N	F		Motion to approve with correction		W,O,N,F, E V V		
			N	To "F" should be \$83,500.00 salary.				

Matthew Weingardt, County Auditor

27. Discussion and possible action on the following items

- 1. Payment approval for purchases that did not comply with purchasing policy procedures.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-378	N	F		Motion to approve.		W,O,N,F, E V V		

- 2. Budget amendment to fund remainder of fiscal year. Transfer \$6,058 from Contingency to Other – Grant Administrator.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-379	O	N		Motion to approve.		W,O,N,F, E V V		

28. Monthly County Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-380	N	F		Motion to approve.		W,O,N,F, E V V		

Ana Markowski Smith, County Attorney

29. Executive Session items that may result in action in open session thereafter:

Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) <input checked="" type="checkbox"/> §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____ OTHER _____ BEGAN @ 9:45 AM _____ ENDED @ 10:14 AM _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

30. Approve subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-381	N	O		Motion to approve Lots 1-3 of The Trio Subdivision.		W,O,N, E V V		F

31. Approve Certificates of Compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-382	N	F		Motion to approve.		W,O,N,F, E V V		

32. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-383	N	F		Motion to approve.		W,O,N,F, E V V		

33. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-384	N	F		Motion to approve.		W,O,N,F, E V V		

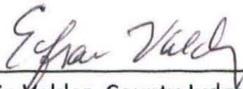
34. County Judge's comments: None

35. Adjourn: 10:14 o'clock a.m.

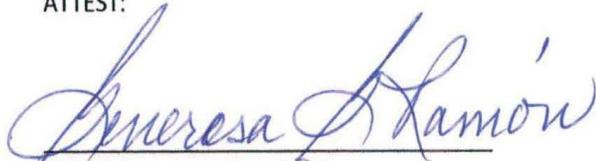
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The foregoing, recorded in Volume 51, pages 554-608, inclusive, was on this the 28 day of November A.D. 2018, read and is hereby **APPROVED**.

Respectfully submitted,


Efrain Valdez, County Judge
Val Verde County, Texas

ATTEST:


GENEROSA GRACIA-RAMON
COUNTY CLERK



MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Efrain V. Valdez
County Judge

Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
AUGUST 8, 2018 REGULAR TERM

Old County Court at Law
207 B East Losoya Street
Del Rio, TX 78840

August 8, 2018 at 9:00 AM

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Canvass and certify the election returns for Special SD-19 Election of July 31, 2018.
5. Approval of minutes from previous meetings.
6. Citizens' Comments.

PUBLIC HEARING
AUGUST 8, 2018 AT 9:15 A.M.
OLD COUNTY COURT AT LAW BUILDING 207 E. LOSOYA ST.
DEL RIO, TEXAS

7. A public hearing regarding the re-plat remainder of Lot 2, Chaparral Estates Subdivision
Del Rio.
8. Open hearing.

9. Close hearing.

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

10. Presentation by Enterprise a leasing company.
11. Discussion and possible action requesting the Release of Funds and Certification Form 7015.15 from Val Verde County and requesting the Release of Funds for Val Verde County 7218075 in the amount of \$500,000.
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Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

30. Approve subdivision plats.

31. Approve Certificates of Compliance.

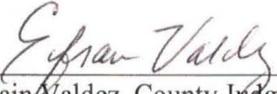
32. Approve monthly reports from elected officials.

33. Approve bills for payment.

34. County Judge's comments.

35. Adjourn.

Our next Regular Commissioners Court Meeting will be August 22, 2018 @ 9:00 a.m.; **Agenda Items are due Friday, August 17, 2018 @ 12: 00 noon.**


Efrain Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
AUGUST 3, 2018: AT 4:02 PM

FILED
2018 AUG - 3 P 4: 02
GENEROSA, GRACIA-RAMON
VAL VERDE COUNTY CLERK
BY MA DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATION

I, the undersigned County Clerk, do hereby certify that the attached **AGENDA/NOTICE/ ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** received for filing by the County Clerk from the Val Verde County Judge on the 3rd day of August, 2018 at 4:02 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



A handwritten signature in blue ink, which appears to read "Generosa Gracia-Ramon". The signature is written in a cursive style and is positioned above a horizontal line.

**Generosa Gracia-Ramon
Val Verde County Clerk**

COPY

#4

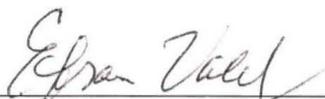
AW9-2
Prescribed by Secretary of State
Section 67.004, Texas Election Code
3/07

CANVASS OF SPECIAL ELECTION SD19

I, Efrain Valdez Val Verde County Judge
(name) (office)
of Val Verde County, Texas, met with the Commissioners Court
(political subdivision holding election) (body acting as canvassing board)
sitting as the canvassing board to canvass the Special Election SD19 of July 31, 2018
on August 8, 2018 at 207 Losoya Street (Commissioners Court Chambers) Del Rio, Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 8th day of August, 2018.



Presiding Officer of Canvassing Authority
Honorable Judge Efrain Valdez

#7

Notice of Public Hearing

A public hearing will be held August 8, 2018 in the Old County Court at Law building located at 207 E Losoya Street, Del Rio, Texas 78840.

The purpose of this hearing is to allow the public to comment for or against a request by the owners to replat remainder of Lot 2, Chaparral Estates Subdivision Del Rio, Texas.

This hearing will begin at 9:15 a.m. for more information please call **Roger Cerny at 830-774-7569**

#7

County of Val Verde

#11



Efrain V. Valdez
County Judge

Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

August 8, 2018

Pam Wozniak
Environmental & Labor Specialist
Texas Department of Agriculture
P O Box 12847
Austin, Texas 78711-2847

RE: Val Verde County TxCDBG 7218075 Colonia Construction Fund

Dear Pam Wozniak:

Val Verde County has conducted an environmental review of the proposed TxCDBG 7218075 Colonia Construction Fund Project for the purpose of to make improvements to the water system that serves the colonias of San Felipe Pastures, Rancho Del Rio and Escondido. The colonias of Rancho Del Rio, Escondido and San Felipe Pastures, located in Val Verde County, have households without public water service. Val Verde County shall utilize Val Verde County Road Department force account labor to complete project. Val Verde County certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

Water Improvements Val Verde County shall provide first-time water access to households in the colonia of Rancho Del Rio. Contractor shall install six thousand one hundred five linear feet (6,105 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrants, gate valves, boring, asphalt repair and all associated appurtenances. Construction shall take place in the following locations:

STREET	FROM	TO
Rancho Del Rio Loop North	Rancho Del Rio Loop East	Approx. 2,300 l.f. west
Rancho Del Rio Loop East	Rancho Del Rio Loop North	Rancho Del Rio Loop South
Rancho Del Rio Loop South	Rancho Del Rio Loop East	Approx. 2,500 l.f. west

Water Improvements Val Verde County shall provide first-time water access to households in the colonia of San Felipe Pastures. Contractor shall install four thousand six hundred seventy linear feet (4,670 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrants, gate valves, and all associated appurtenances. Construction shall take place in the following locations:

STREET	FROM	TO
Alma Street	FM 2523	Approx. 2,200 l.f. north
FM 2523	Bonita Road	Tierra Blanca Drive
Tierra Blanca Drive	FM 2523	Approx. 600 l.f. north

Water Improvements Val Verde County shall provide first-time water access to households in the colonia of Escondido Estates. Contractor shall install six thousand six hundred five linear feet (6,605 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrant, gate valves, boring and all associated appurtenances. Construction shall take place in the following locations:

#11

STREET	FROM	TO
Chumbero Street	Cocobolo Street	Approx. 1,050 l.f. west
Cocobolo Street	Chumbero Street	Quail Trail
Quail Trail	Cocobolo Street	Approx. 2,000 l.f. east

Rehabilitation: Single-Unit Water Service Val Verde County shall provide first-time water service to three (3) households in the colonia of Escondido, eight (8) households in the colonia of Rancho Del Rio and thirteen (13) households in the colonia of San Felipe Pastures. Val Verde County shall install twenty-four (24) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Residents will be served by the City of Del Rio Public Water System. Construction shall take place in the Rancho Del Rio, Escondido and San Felipe Pastures colonias: The amount of TxCDBG funding is \$500,000.00 of TxCDBG Colonia Construction Funds.

Val Verde County has completed all consultation/mitigation protocol requirements, published FONSI/RROF on July 22, 2018 and has completed the enclosed Request for Release of Funds and Certification (HUD 7015.15) prior to committing or drawing down any funds for construction.

Should you have any questions or need for additional information, please contact my office at (830) 774-7501 or Esser & Company Consulting LLC, Consultants for Val Verde County, (830) 278-1423.



Efraín Valdez
Val Verde County Judge

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 03/31/2020)

#11

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant Program	2. HUD/State Identification Number TxCDBG 7218075	3. Recipient Identification Number (optional) 17460006731
4. OMB Catalog Number(s) CFDA 14.228 Community Development Block Grant	5. Name and address of responsible entity Val Verde County 400 Pecan Street Del Rio, Texas 78841	
6. For information about this request, contact (name & phone number) Efrain Valdez, (830) 774-7501		
8. HUD or State Agency and office unit to receive request <small>Pam Wozniak Environmental & Labor Specialist Texas Department of Agriculture P O Box 12847 Austin, Texas 78711-2847</small>	7. Name and address of recipient (if different than responsible entity) Val Verde County 400 Pecan Street Del Rio, Texas 78841	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Val Verde County TxCDBG 7218075 Colonia Construction Fund	10. Location (Street address, city, county, State) 400 Pecan Street Del Rio, Texas Val Verde County 78841
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11. Program Activity/Project Description

Water Improvements Contractor shall provide first-time water access to households in the colonia of Rancho Del Rio. Contractor shall install six thousand one hundred five linear feet (6,105 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrants, gate valves, boring, asphalt repair and all associated appurtenances. Construction shall take place in the following locations; On Rancho Del Rio Loop North from Rancho Del Rio Loop East, to Approx. 2,300 l.f. west, On Rancho Del Rio Loop East, from Rancho Del Rio Loop North to Rancho Del Rio Loop South, On Rancho Del Rio Loop South, from Rancho Del Rio Loop East, to Approx. 2,500 l.f. west. Contractor shall provide first-time water access to households in the colonia of San Felipe Pastures. Contractor shall install four thousand six hundred seventy linear feet (4,670 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrants, gate valves, and all associated appurtenances. Construction shall take place in the following locations On Alma Street, from FM 2523 Approx. to 2,200 l.f. north, On FM 2523 from Bonita Road to Tierra Blanca Drive, and on Tierra Blanca Drive, from FM 2523, to Approx. 600 l.f. north. Contractor shall provide first-time water access to households in the colonia of Escondido Estates. Contractor shall install six thousand six hundred five linear feet (6,605 l.f.) of eight-inch (8") and six-inch (6") PVC water main, fire hydrant, gate valves, boring and all associated appurtenances. Construction shall take place in the following locations: On Chumbero Street from Cocobolo Street to Approx. 1,050 l.f. west, On Cocobolo Street from Chumbero Street to Quail Trail and on Quail Trail from Cocobolo Street to Approx. 2,000 l.f. east. Rehabilitation: Single-Unit Water Service Contractor shall provide first-time water service to three (3) households in the colonia of Escondido, eight (8) households in the colonia of Rancho Del Rio and thirteen (13) households in the colonia of San Felipe Pastures. Contractor shall install twenty-four (24) water yard service lines and all associated appurtenances.

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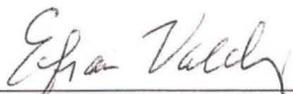
Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity x 	Title of Certifying Officer Val Verde County Judge Date signed August 8, 2018
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Address of Certifying Officer

400 Pecan Street Del Rio, Texas 78841

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient X	Title of Authorized Officer Date signed
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

#13

**VAL VERDE COUNTY
COLONIA SELF-HELP CENTER PROGRAM
SOLID WASTE REMOVAL
POLICY & PROCEDURES**

PURPOSE:

The purpose of the Solid Waste Removal activity is to remove large trash items from the homes and properties of the residents, including unoccupied lots, of the targeted colonias in order to make them safer and healthier and improve them aesthetically.

POLICY:

The Val Verde County Self-Help Center (SHC) shall carryout a minimum of sixteen (16) Solid Waste Removal Activities within the targeted colonias of Rise Estates, Val Verde Park and Verde Park #2, Town of Comstock, and Cienegas Terrace.

This activity shall benefit four thousand nine hundred thirty-eight (4,938) persons, of which four thousand nine hundred thirty-eight (4,938) persons or one hundred percent (100%) are of low to moderate income.

Val Verde County Colonia Self-Help Program reserves the right to refuse the Solid Waste Removal service to any resident not complying with the acceptable waste products.

IMPLEMENTATION STRATEGY:

In coordination with outreach and marketing conducted by the County Commissioners of each precinct, the Solid Waste Removal activity shall be advertised through local media and by disseminating fliers throughout the colonias. Informational flyers will also be placed at the reception area of the Colonia Self-Help Center and will be accessible for all visitors to take. The flyers shall state the time, date, and acceptable and non-acceptable waste per activity. All promotional materials will be made available in both English and Spanish.

On the designated date, all colonia residents participating in the Solid Waste Removal Activity shall place acceptable items on their property near the street to be picked up and taken to the local landfill.

Different types of acceptable items will be decided upon as a result of current conditions in each colonia. Each of the colonias identified above will receive at least one solid waste removal activity, depending on the needs of each colonia. Potential solid waste activities may include; tires, yard waste and tree branches, appliances, vehicles, etc. Colonia residents will be informed in advance the types of materials that will be accepted.

Non-Acceptable Items

Hazardous or Toxic Waste which includes all wastes within the statutory and regulatory definitions and specifically includes radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, waste from an industrial process, waste from a pollution control process, residue from the cleanup of a spill or release of chemical substances, contaminated soil, chemical wastes, anything contaminated with poly-chlorinated biphenyls (PCB's) or asbestos, pumping from septic tanks, animal wastes, grease trap residues, closed cartridge filters from dry-cleaning establishments, and other similar wastes.

**Val Verde County, Texas
Housing Activities Guidelines**

**Colonia Self Help Center Program Contract No. 7217013
Texas Community Development Block Grant Program**

I. INTRODUCTION

Val Verde County, Texas, has received Texas Community Development Block Grant Program (TxCDBG) funds administered by the Texas Department of Housing and Community Affairs (TDHCA), to provide housing assistance through the Colonia Self-Help Center Program (CSHC), directed to low to moderate income (LMI) households, located within the boundaries of the designated colonias as described in the contract executed with TDHCA. The assisted homeowners and other unassisted applicants for housing assistance are herein referred to as "applicants."

An **Affirmative Fair Housing Marketing (AFHM) Plan** that meets the requirements of TDHCA has been incorporated into the Housing Assistance Guidelines and is hereby incorporated as Attachment A. The plan utilizes HUD and TDHCA guidance to identify the groups of people that are least likely to apply for assistance and ensure that those groups are targeted for outreach. The plan also identifies the types of marketing and outreach efforts that will be made.

Service Provider, Equity Community Development Corporation (ECDC), is an affordable housing non-profit organization and was selected by the Val Verde Commissioners' Court to implement the Colonia Self Help Center Program. The following individuals are the contacts for colonia residents seeking housing construction assistance:

Robb Stevenson Executive Director (512) 731-0445 robb@equitycdc.org	Cecilia Martinez Office Manager, Del Rio (830) 774-7393 cecilia@equitycdc.org
VAL VERDE COUNTY SELF-HELP CENTER FM 2523 (Hamilton Lane) Bldg. #97 Del Rio, Texas 78840	

II. PROGRAM OBJECTIVES

- A. The primary objective of the Val Verde County's CSHC is to provide decent, safe, and sanitary housing for applicant households through rehabilitation or reconstruction of substandard, single-family, owner-occupied dwelling units in compliance with the CSHC Program Rules located at Title 10, Texas Administrative Code, Part 1, Chapter 25, the Single Family Programs Rule Chapter 20 and TDHCA's Minimum Energy Efficiency Requirements under Chapter 21.

1. Service Provider, ECDC, is the organization designated by Val Verde County to administer the program. Service Provider's responsibilities shall include, but

not be limited to, receiving applications, verifying eligibility, performing preliminary inspections for the development of the scope of work, coordinating and reviewing work write-ups and cost estimates, preparing bidding documents, conducting oversight liaison with the applicant homeowner(s), and conducting all interim and final inspections (including attending inspections conducted by licensed personnel).

2. The CSHC Program will be operated in accordance with all the applicable federal, state, local and TDHCA rules and regulations.

B. To be assisted, a household must be located in one of the following colonias: Rise Estates, Val Verde Park #1, Verde Park #2, Town of Comstock, and Cienegas Terrace.

III. HOUSING ASSISTANCE

A. **Type of Assistance:** Per CSHC Program Rules, construction projects cannot exceed \$45,000 in CSHC funding per unit for reconstruction, rehabilitation or new construction. An additional \$5,000 is allowable for work on properties with nonfunctioning septic systems or cesspools. Additional funds from other sources may be leveraged with CSHC funds. Assistance to households that are equal to or exceed 50% AMFI shall have a recorded and enforceable lien placed on the property secured by a deferred, forgivable loan not shorter than 5 years or a repayable mortgage loan not to exceed 30 years. A forgivable loan resembles a grant in that if the present owner occupies the property for the specified period of years as a principal residence, no repayment is required and interest is not accrued. Each year that the assisted homeowner retains ownership and resides in the home a percentage of the amount is forgiven as if it were a grant. For example, given a five-year amortization, 20% would be forgiven annually. Assistance to households that are less than 50% AMFI shall be provided in the form of a grant.

B. **Repayment of Note:** If the assisted homeowner continues to occupy the home as the principal residence until the term of the note expires, the owner pays nothing and there are no conditions on the disposition of the property. If the property is sold, transferred or vacated by the assisted homeowner for any single period that exceeds thirty (30) days during the five-year forgivable loan period, the repayment terms of the promissory note and subordinate mortgage lien will be enforced except in those cases addressed in paragraph III.C, below. If the assisted homeowner for any reason ceases to reside in the assisted unit during the Administering Locality's TxCDBG contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by TDHCA or the TxCDBG contract period expires, whichever is earlier. TDHCA shall hold the lien on homes requiring an affordability period.

C. **Accelerated Forgiveness in Certain Cases:** Only TDCHA has the authority to forgive loans. In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, TDHCA may forgive any remaining loan balance. However, the requirement that only LMI persons may occupy the assisted housing unit until the TxCDBG contract is closed by TDHCA or the contract period expires, shall not be waived.

D. **Relocation Assistance:** Relocation assistance will not be provided as participation in the Housing Assistance Program by the assisted homeowners is voluntary.

IV. SELECTION OF APPLICANT

A. Applications

1. Where to receive and submit applications and details concerning the application process will be advertised by public notice, including such options as door-to-door campaigns, mail campaigns, media advertisements and by posting notices throughout the colonias and in other places such as grocery stores, and churches frequented by residents of the targeted colonias. Marketing materials will be in both Spanish and English. Upon receipt of the applications, each application shall be screened for completeness and all information related to employment, income and assets shall be verified in order to determine applicant's eligibility (verification). Each application will then be scored according to a priority system as herein after established. All applications will be evaluated by Service Provider staff.
2. Multiple application cycles for the Val Verde County Self-Help Center are anticipated: an initial phase with a "soft" due date (a deadline designed to comply with AFHM rules, give structure, create early demand, and allow for a ranking of the original round of applicants without excluding the possibility of accepting applications after the deadline) followed by an ongoing open application cycle set to run until funding is no longer available. If the original round of application generation exhausts all available funding, then applications received afterwards will be placed on a waiting list.

B. Applicant Policies

1. The Housing Assistance Program will benefit, at a minimum, the number of LMI households cited in the TxCDBG contract, unless a change is approved by TDHCA. Low to moderate income (LMI) is defined as 80% of the County's median income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with TxCDBG funds that involves acquisition, rehabilitation or reconstruction of property to provide housing is considered to benefit LMI persons only to the extent such housing will, upon completion, be occupied by such persons.
2. The Housing Assistance Program will ensure that every individual is treated with fairness and consistency. The adopted guidelines will apply equally to each applicant.

C. Priorities for Evaluating Applicants

1. The applicant selection process is a modified first-come, first-served system. All applicants who submit eligible, completed application packets within the initial application phase prior to the soft deadline are initially classified in the "first position." The soft deadline is 30 days from the inception of the AFHM plan.
2. All "first position" applicants are then ranked by a random selection methodology in compliance with AFHM rules.

3. Applications received after the soft deadline will be dated when determined to be fully complete. Applicants will be assisted first-come, first-served based on the date of application completion. Applications determined to be complete on the same date will be prioritized according to objective, income-based scoring criteria as described above.

V. ASSISTED HOMEOWNER ELIGIBILITY - THRESHOLDS

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure funding, since it is expected that there will be more eligible applicants than can be served with available funds.

A. Income Eligibility

The income limits to be utilized for the CSHC Program are the current income limits established yearly by HUD for the Section 8 Housing Program at the time of application review, pending final application qualification (as limits may be updated by HUD after application submission, but prior to funding).

1. Income eligibility shall be calculated according to HUD Handbook 4350.3, as amended.
2. A minimum of the most current 2 consecutive bank account statements shall be utilized. ALL bank accounts must be included in the review.
3. All forms of income (wages, overtime pay, commissions, tips, etc.) shall be utilized to verify income.
4. A minimum of the most current 2 consecutive months of pay stubs shall be utilized. Self-employment will be subject to reviews of previous years' tax returns.
5. Assets will be utilized in calculating income (CD, 401K Plan, IRA, Mutual Fund, Trust, etc.), as applicable.

B. Proof of Ownership

The applicant must be a homeowner who occupies a single-family residential unit within one of the designated colonias. Ownership can be documented as follows:

1. Possess a valid deed of trust or mortgage deed which has been filed for record with the County Clerk's office and which includes reasonable rights of redemption and quiet and peaceful possession of the property as determined by the Program Administrator;
2. Possess a life estate, which has been filed for record at the County Clerk's office;
3. Heir Property - if property is in an undivided "heir ownership" situation, the applicant must be one of the heirs. While clear title may not be required, the locality should verify ownership status and determine the likelihood of continued occupancy by the applicant. As determined by the Program Administrator, proof of control of the property is necessary, such as, proof of payment of insurance and property taxes for at least two years;
4. Maintains a 99-year leasehold interest in the property; or,
5. Possesses a fee simple title to the property.

C. Primary Residence

The unit to be assisted must be owned and occupied by the applicant and/or family members at the time of the application. Proof of primary residency may be in the form of

current State issued Driver's License or I.D. card, utility bills, or homestead exemption on property taxes.

D. Property Taxes

Applicant must furnish evidence that all property taxes, dating back to the date of property ownership, assessed on the property proposed for assistance have been paid and are current prior to the award of the assistance; or that the property owner qualified for and received a tax deferral; or is on an approved payment plan and making payment(s). If on a payment plan, 6 consecutive months of payments must be evidenced for eligibility.

E. Insurance

1. If TDHCA funds are provided in the form of a five-year forgivable loan or a repayable loan, then TDHCA requires property insurance for fire and extended coverage. Assisted homeowners will be required to obtain fire and casualty insurance for their residence. Insurance for up to one year is an eligible expense through the grant. If TDHCA funds are provided in the form of a forgivable loan or grant, applicants will be educated and encouraged to obtain and maintain appropriate insurance.

2. If the unit is located in a flood hazard area, flood insurance must be in effect for the duration of the assistance term (five years). Flood insurance will be purchased on behalf of the assisted homeowner by the CSHC Program using TxCDBG funds. The term of the policy shall be for up to five years; funds to provide insurance coverage for years after the term of the initial policy shall be the responsibility of the homeowner. If the cost for flood insurance increases during the affordability period, the difference between the amount available in escrow and the actual cost will be the responsibility of the assisted homeowner.

VI. PROPERTY REQUIREMENTS

A. Location

Units must be located within the five colonias identified in the County's contract with the State (Rise Estates, Val Verde Park and Verde Park #2, Town of Comstock, and Cienegas Terrace).

B. Property Condition

Unit's assistance under the Program requires at least \$1,000 of rehabilitation work. Additionally, the property must have all deficiencies identified in the Initial Inspection report addressed once the rehabilitation work is complete. Rehabilitated homes shall comply with the Texas Minimum Construction Standards (TMCS).

C. Unit Characteristics

Only single-family owner-occupied units will be eligible for housing assistance. Reconstruction will consist of the demolition of the existing structure and the construction of a new home in the same basic footprint of the original structure.

1. Mobile Homes/Manufactured Units (MHU's) may be considered for replacement with new, Energy Star Certified MHUs. The CSHC Program does not currently allow rehabilitation of mobile homes.

2. Households eligible for reconstruction must agree to the demolition of the dilapidated unit as a condition of assistance. In no case will a homeowner be allowed to refuse the demolition whether partially or completely of the old home.
3. Properties utilized solely for commercial purposes are not eligible for assistance.
4. A maximum of \$45,000 in hard and soft construction costs may be used to rehabilitate a home; all deficiencies identified in the Initial Inspection report addressed before the rehabilitation work is complete.
5. A maximum of \$45,000 in hard and soft construction costs (TxCDBG funds) may be used for the reconstruction of a stick and brick home or replacement of a dilapidated mobile home with a new, E-Star Certified MHU. Leveraging is encouraged by TDHCA. Upon completion, all housing reconstructions will comply with Section 2306.514 of the Texas Government Code, "Construction Requirements for Single Family Affordable Housing." Site-built reconstructed homes must comply with the 2009 International Residential Code (except for sprinkler systems). Manufactured Housing Units (MHU) must comply with the HUD Code, 24 CFR 3280; fully accessible MHUs, if specified, must be built in accordance with the Architectural Barriers Act (ABA) and the Uniform Federal Accessibility Standards (UFAS). The unincorporated areas that are connected to the City of Del Rio public water and wastewater systems must comply with the 2015 International Plumbing Code. Local adoption of applicable codes is by evidenced by inclusion in the City of Del Rio Code of Ordinances, Chapter 8 – Buildings and Building Regulations, Sec. 8-39.

VII. TYPES OF IMPROVEMENTS

When TMCS is required, improvements must address the deficiencies identified in the Initial Inspection report before the rehabilitation work is deemed complete. When TMCS is required, the homeowners will be responsible for clearing the property of unsafe debris. In all forms of rehabilitation, if smoke detectors are not present they will be installed as a part of the rehabilitation work.

Improvements must be physically attached to the house and be permanent in nature (e.g. sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by TDHCA in cases where safety or the structural integrity of the house is involved.

Accessibility needs will take precedence after health and safety needs if a member of the household is a person with a disability.

Cook Stoves, refrigerators and other necessary appliances are eligible items, but will be only considered when they are not present, there are accessibility needs, or the repair would not be cost effective. They will be evaluated on a case-by-case basis.

Assistance will not be used for luxury items, including but not limited to garage door openers (with the exception of an accessibility need), security systems, swimming pools, hot tubs,

new fences (with limited exceptions for health, safety and accessibility), television satellite dishes, and other items determined to be ineligible by TDHCA.

VIII. CONDITION REQUIREMENTS

- A. "Suitable for Rehabilitation" is defined as a unit occupied by eligible applicants which can be brought up to TMCS, for housing rehabilitations, or 2009 IRC, for reconstructions, with the respective funding agency investment at a maximum cost of \$45,000 for rehabilitation and a maximum investment of \$45,000 in TxCDBG funding for reconstruction.
- B. "Unsuitable for Rehabilitation" is defined as a residential unit which has major structural issues such as failing foundation, floor, wall, ceiling, roof, and exterior systems. Systems failures or violations in electrical, plumbing, doors, windows, and other building components will also be taken into consideration. SERVICE PROVIDER staff will document specific conditions and determine if the cost of rehabilitation will exceed \$45,000, the maximum amount of assistance available for rehabilitation. In these cases, SERVICE PROVIDER must "walk away" from unsuitable rehabilitation projects. The applicant may be considered for the activity of reconstruction.

IX. TEXAS MINIMUM CONSTRUCTION STANDARDS

TMCS is TDHCA's rehabilitation standards. All completed rehabilitated homes shall comply with those standards. TMCS covers health and safety deficiencies of the structure and all major systems. A copy of TMCS is available upon request.

X. TMCS INSPECTIONS

Effective March 1, 2018, TDHCA is requiring the use of the TMCS Inspection Report for the CSHC Program. The substandard conditions identified in the initial TMCS inspection report shall be addressed in the work write-up and cost estimate to document the need for rehabilitation or reconstruction. For reconstruction, the initial inspection report may be waived if the local building official certifies that the extent of the subject property's substandard conditions is beyond repair, or the property has been condemned. TDHCA will accept CSHC Program Form 9, "Reconstruction Feasibility Form," with color photos and descriptions, as documentation that a property requires repairs that would exceed the program thresholds.

XI. LEAD BASE PAINT NOTIFICATION

Only approved housing applicants that have homes built prior to 1978 will receive the booklet "Protect Your Family From Lead in Your Home" in accordance with Title X of the Community and Housing Development Act. Those applicants will sign a receipt of Lead Based Paint Notice. All structures shall be inspected for lead-based paint in units constructed prior to 1978, or those where lead is deemed as being present. EPA and HUD lead-based paint regulations shall be complied with.

XII. TEMPORARY RELOCATION

Residents will be informed prior to rehabilitation or reconstruction assistance award if temporary relocation will be necessary. Due to limited funding available per rehabilitation unit, Service

Provider cannot assist with any cost for temporary housing relocation. Applicants who require temporary relocation due to the amount of rehabilitation or reconstruction work must agree and show proof prior to assistance that they can temporary relocate to another residence for the duration of construction. The house must be safe, decent, sanitary and free of lead hazards and can provide adequate amount of space for both the occupying members and the residents being relocated. Applicants requiring temporary relocation will not be eligible for assistance if they cannot relocate with family and friends.

XIII. GRANT AWARD AND CONTRACTOR SELECTION

All approved applicants will have their homes inspected before work commences to assist in the development of the work write-up and after the house is complete to assure that the construction is safe and all deficiencies have been corrected. The licensed inspector must utilize the most current Property Inspection Report as promulgated by the Texas Real Estate Commission and all items noted on the inspection report must be corrected before the activity can be considered complete.

Approved housing applicants will be given the opportunity to accompany Service Provider staff on the work write-up inspection in order to discuss the proposed work items. When the work write-ups have been completed and a cost estimate prepared, Service Provider staff shall discuss the scope of work and the cost estimate with the approved applicant. If the approved applicant agrees with the scope of work (as well as his/her responsibilities regarding any additional funding), the applicant and staff shall sign the final work write-up prior to the bid process.

Service Provider will maintain a written code of standards of conduct in compliance with State Law and Federal Regulations governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of Service Provider shall participate in selection or award of administration of contract if a conflict of interest, real or apparent, will be involved. Service Provider's Board-adopted Conflict of Interest Policy, which complies with federal laws and regulations, shall govern situations in which there is a real or apparent conflict.

Upon completion of the proposed work write-up, staff shall provide the applicant with a detailed breakdown of contracted work to be performed to the dwelling in order to address all deficiencies identified in the Initial Property Inspection Report. The applicant will have the right to consider the proposal from staff on the proposed work to be performed.

XIV. CHANGE ORDERS

In the event that a change order is necessary, as determined by staff, a change order will be executed between the homeowner(s), contractor, and SERVICE PROVIDER and submitted to the State for approval. The total amount of change orders shall not exceed twenty-five percent (25%) of the original contract amount.

NOTE: All change orders for TDHCA-OCI CSHC contracts must be reviewed and approved by TDHCA-OCI Border Field Officer prior to requesting reimbursement for materials/labor involved in the change order. TDHCA will not be liable to cover unapproved change order items.

XV. CONTRACTOR QUALIFICATIONS

In order to be eligible to participate in the construction work financed under the CSHC Program, contractors must meet the following minimum requirements:

- A. The contractor must not be a debarred, suspended or ineligible contractor according to the federal System for Award Management (SAM). Verification of contractor eligibility will be obtained from TDHCA prior to awarding any contract.
- B. The contractor will carry worker's compensation insurance (if applicable and required under law), automobile liability insurance, and unemployment insurance as required by the State of Texas. Additionally, the contractor must carry general liability and property damage insurance for rehabilitation work done within the County in amounts identified in TMCS. A copy of TMCS shall be given to all bidding contractors. This insurance must be applicable to construction work done in the Administering Locality and must be in effect during the contracted period. Evidence of such insurance must be presented prior to the execution of the contract.
- C. Service Provider staff shall procure contractors and professional services in compliance with its Board-adopted Procurement Policy, which complies with all applicable federal and state laws and regulations.
- D. Interested contractors will pre-qualify with Service Provider.
- E. Acceptable work references will be verified for each participating contractor. The contractor will be considered to be a non-responsible bidder if his/her past performance on other rehabilitation, remodeling, or reconstruction projects was not acceptable.
- F. A certificate of insurance meeting the requirements as stated in this Section.
- G. Multiple bids will be sought at one time. Contractors must submit bids on individual projects, and all bids must be line item bids. Lump sum bids will be rejected.
- H. To be eligible to bid on units requiring lead abatement or mitigation, contractors must be certified in Lead Hazard Reduction and Safe Work Practices, be an EPA-certified Firm, or subcontract with a firm that meets the required criteria and have the construction overseen by an EPA-certified Lead Renovator.
- I. Pre-bid walkthroughs may be required on a case-by-case basis, depending on the proposed scope of work. Bid documents shall identify whether this step is required as a part of bidding on a job. All jobs will require a pre-construction conference, typically located at the homeowners' residence, prior to executing a construction contract and commencing work.

XVI. WORK INSPECTIONS AND FINAL PAYMENT

Inspections serve three purposes: a) to evaluate the contractor's progress; b) to confirm that local building codes or standards have been satisfactorily met; and c) to confirm that all requirements of the contract have been met to all parties' satisfaction.

A. Progress Inspections

1. At key junctures in the project, staff will schedule progress inspections or show up unannounced at any stage of construction. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced; or when work being performed by a specialty subcontractor, who will be present for only a short time, is nearing completion.
2. Inspections to approve progress payments will be made at a time requested by the contractor. These inspections will be made promptly upon request so as not to delay the processing of the contractor's payments. Up to two interim draw requests will be allowed for rehabilitation and up to three interim draw requests for reconstruction, prior to final inspection and payment.
3. The assisted homeowner and staff will sign the inspection forms as acknowledgement that the work was completed and meets their approval.

B. Final Inspections

1. When work is nearing completion, the contractor will notify staff of a specific date when the job will be ready for a final inspection.
2. The final inspection is to be performed by a qualified third party or a qualified member of the Service Provider staff.
3. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification.
4. The final inspection will be as thorough and deliberate as the initial inspection.
5. The contractor will insure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.
6. If necessary, a punch list will be developed toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The contractor and staff will develop the punch list. The punch list will only represent work yet to be done, not additional work over and above the original or amended contract. Once the punch list has been prepared, no other work items are expected of the contractor. If the punch list contains more than ten (10) items, the contractor is not ready for a final inspection.

C. Certificate of Completion and Owner Acceptance

After all items have been satisfactorily completed, and all warranties issued and release of liens submitted, the project can be brought to final resolution.

D. Warranties and Liens

When final inspection determines that the work is completed in accordance with the contract, staff will obtain from the contractor a "Release of Liens Form" and the contractor's request for payment. After receipt of these items, the Program Coordinator will order a request for funds, and upon receipt of the funds, disburse the funds to the contractor. The Administering Locality may retain 10% of the funds pending a supplemental inspection in no

less than thirty (30) days. Following a satisfactory supplemental inspection, the retainage will be paid to the contractor upon availability of grant funds following the final thirty (30) day inspection.

If any problems are identified in this supplemental inspection, staff will notify the contractor to come back and correct the same within a reasonable amount of time, not to exceed two weeks. Should the contractor fail to do so, the Administering Locality will not disburse the retainage, the assisted homeowner may take any necessary legal recourse, and the contractor will be barred from performing any more rehabilitation/reconstruction work in the Administering Locality. In addition, should the contractor be doing other work under this Housing Assistance Program and fails to correct any warranty problems, no other payments will be made to him/her until such problems are corrected.

XVII. CONTRACTOR'S WARRANTY OF WORK

All work performed by the contractor will be guaranteed for a period of one (1) year. Such warranty will be stipulated in the construction contract between the contractor and the homeowner. For a period of one (1) year, the contractor may be required to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

XVIII. FILES AND REPORTS

Service Provider shall maintain accurate files and records on the program and each applicant for a minimum of three (3) years after contract close-out, as required by TDHCA. Such files shall be open for inspection as to qualifications, proposal and awards.

XIX. CHANGES, WAIVERS, AND/OR CONFLICTS

After the initial Commissioner's Court approval, the Val Verde Commissioner's Court gives Service Provider authority to change, modify, or revoke all or any part of these Housing Assistance Guidelines. However, TDHCA must be informed and approve of such changes.

No person who is an employee, agent, consultant, officer or elected or appointed official of Val Verde County or Val Verde County Self-Help Center and who exercises or has exercised any functions or responsibilities with respect to activities assisted under these guidelines or who is in position to participate in decision making process or gain inside information with regard to such activities may obtain personal or financial interest of benefit from and assisted activity either for themselves or with those they have family or business ties, during their tenure or for one year thereafter. "Family" is defined to include parents (including mother-in-law, father-in-law), grandparents, siblings, (including sister-in-law, brother-in-law) and children of an official covered under the CDBG conflict of interest regulations at 24CFR Sec. 570.489(h).

XX. COMPLAINTS AND DISPUTES

Complaints are either informal or formal. An informal complaint is usually made by the assisted homeowner or contractor to Service Provider or to County staff. Service Provider staff will check out all problems, informal or specific, immediately. staff will deal with

#13

complaints and disputes that are unique to the project and which affect the Housing Assistance Program as a whole. The local governing body will handle problems, which cannot be resolved by Service Provider through its adopted Complaint Policy. Complaints that cannot be resolved at the local level will be addressed to TDHCA. The ultimate recourse is the U.S. Department of Housing and Urban Development (HUD), upon the advice of the TDHCA.

Passed and approved this 8th day of August, 2018, by the Commissioners Court of Val Verde County, Texas.

Approved:

Ethan Valdez
County Judge



Attest:

Genessa Hamon
County Clerk

**VAL VERDE COUNTY
COLONIA SELF-HELP CENTER PROGRAM
ACCESS TO COMPUTERS / HOMEOWNERSHIP CLASSES / MODEL HOME PLANS
POLICY & PROCEDURES**

PURPOSE:

The purpose of the Computer Literacy Classes/Tutoring is to provide basic computer skills trainings to colonia residents that will allow them to utilize these skills for job searches, resumes, and general information research.

The purpose of the computer lab is to provide a place in which colonia residents may use computers, access the Internet, watch construction videos, and print documents.

The purpose of Homeownership Classes is to educate individuals and families on their rights and responsibilities as homeowners, including, but not limited to: consumer educations, home maintenance, will and estate planning, financial fitness, understanding credit and insurance, and predatory lending. Classes may be conducted on-line or in person.

The purpose of Model Home Plans is to provide multiple floor plan options that will meet or exceed current TDHCA housing standards, including energy efficiency requirements. Plans will be utilized in reconstruction activities and made available to the residents of the target area.

POLICY:

The Val Verde County Self-Help Center (SHC) shall carryout computer tutoring upon request and maintain and purchase equipment to provide access to computers and the internet within the targeted colonias of Rise Estates, Val Verde Park and Verde Park #2, Town of Comstock, and Cienegas Terrace. This activity shall benefit four hundred persons (400) persons, of which four hundred (400) persons or one hundred percent (100%) are of low to moderate income.

Val Verde County Colonia Self-Help Program reserves the right to refuse any participant not complying with the requirements listed below.

IMPLEMENTATION STRATEGY:

All tutoring will be conducted at the Val Verde County Self-Help Center. When available, classes shall be advertised through local media and by disseminating fliers throughout the colonias. Informational flyers will also be placed at the reception area of the Colonia Self-Help Center and will be accessible for all visitors to take. All promotional materials will be made available in both English and Spanish. The Val Verde County Self-Help Center will also ensure that necessary equipment is purchased and maintained and internet access is provided.

The Computer Lab will be open on the following days of the week and times:

- Tuesday – Friday 9 am – 5 pm
- Saturdays (first and third Saturdays of every month) – 10 am – 2 pm

The content of Computer Literacy Classes/Tutoring shall be determined through surveys and expressed desires of colonia residents.

Attendees must provide information on a sign-in sheet that will include their name, address, and identify the colonia in which they reside in.

Self-Help Center Computer Lab Rules and Regulations

- **No unattended children allowed. (NO EXCEPTIONS)**
- No Food or Drinks Allowed in Computer Lab
- Colonia residents are required to sign-in in order to use the computer labs.
- No copying of copyrighted software. (US Code: Title 17)
- No adding unauthorized software or deleting of software on any computer.
- Individuals are responsible for their personal items while in the computer labs.
- Parents are responsible for the material their children access while using SHC computers.
- Be considerate of others and keep the noise level to a minimum.
- Headsets must be worn when listening to music or media within the labs (Note: Headsets are not provided by the Self-Help Center).
- Silence cell phones and take your calls outside the labs.
- Printing allowed for school projects only. **Other print jobs cost 10 cents per page.**
- Users are not permitted to use computer labs without proper supervision.
- Users are permitted to use computers for a Maximum of 1 Hour if others are waiting and all computers are in use.
- Displaying sexually explicit, graphically disturbing, or sexually harassing images or text is considered misuse of computers and **IS STRICTLY PROHIBITED**. Any individual violating this prohibition will be permanently banned from the computer lab.
- Computer usage and history is monitored. If necessary, your computer usage will be turned over to law enforcement authorities.
- Workspaces must be left clean chair pushed in and garbage thrown away.

****Violation of These Rules May Lead to Revocation of Lab Privileges****

**VAL VERDE COUNTY
COLONIA SELF-HELP CENTER PROGRAM
TOOL LENDING LIBRARY
POLICY & PROCEDURES**

PURPOSE:

The purpose of the Tool Lending Library is to maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of colonia residents who are building or repairing a residence or installing necessary residential infrastructure.

POLICY:

The Val Verde County Self-Help Center (SHC) shall operate a total of one (1) Tool Lending Library for Contracts No. 7217013 within the targeted colonias of Rise Estates, Val Verde Park and Verde Park #2, Town of Comstock, and Cienegas Terrace.

The Val Verde County Self-Help Center will conduct a minimum of 400 tool checkouts within the target colonias. This activity shall benefit four hundred (400) persons, of which four hundred (400) or one hundred percent (100%) are of low to moderate income.

The Tool Lending Library will be made available to residents within the targeted colonias identified above. Only residents from these colonias may check out tools. Tools are for personal use only; not commercial use.

IMPLEMENTATION STRATEGY:

The Tool Lending Library shall be advertised through local media and by disseminating fliers throughout the colonias. Informational flyers will also be placed at the reception area of the Colonia Self-Help Center and will be accessible for all visitors to take. All promotional materials and forms will be made available in both English and Spanish.

The Tool Lending Library will be open on the following days of the week and times:

- Thursdays – 10 am – 6 pm
- Fridays – 10 am – 6 pm
- Saturdays (first and third Saturdays of every month) – 10 am – 2 pm

TOOLS:

All equipment and tools are assigned an identification number. This number will identify the tool to keep inventory accurate and up to date. All tools will be required to undergo a yearly tune-up that will be performed by staff. All tools and equipment for the tool lending library are property of Val Verde County; however, the tools are for the exclusive use of colonia residents in the designated colonias.

ENROLLING NEW APPLICANTS:

Applicant must present evidence that they reside in one of the targeted colonias. The applicant must fill-out a *Tool Library Application Agreement*. Applicants must take a safety course that will be given by staff. This course consists of two (2) videos consisting of tool safety and general tool knowledge in English or Spanish. Applicants will then take a *Tool Lending Library Safety Survey* on tool safety. If the applicant doesn't know how to read or write, staff will ask the questions orally. If the question is answered incorrectly, staff will explain the correct answer to the applicant. Once the applicant understands all questions regarding the videos, they may begin checking out tools. A file will be made for each applicant to archive the applicants' information.

TOOL CHECK OUT:

To check out a tool, the client must fill out a *Tool Checkout and Return Form*. This form identifies the applicant and address, tools and identification numbers to be checked out and condition of each tool, return date, and return information. A registered resident can check out up to **five (5)** individual tools at once. Residents will have up to **seven (7) calendar days** to return the tools. The resident must be told of the return date, the date the tools are due. If the resident needs additional time to finish their repairs and there is no one on the waiting list, the resident may checkout the tools again.

TOOL RETURN:

All tools must be thoroughly inspected before being accepted back to the tool library inventory and all gas-operated tools must be fully refilled with gas prior to being returned. The written condition of the tool as well as the return date shall be noted on the *Tool Checkout and Return Form*. Staff and the resident will sign the form consenting to the tool return and of its condition.

DAMAGE/LOSS TOOLS:

If a resident damages or loses a tool while in their possession, they will have to report it immediately to staff. A staff member shall inspect the tool and make a determination on whether it was the normal wear and tear or if the damage was the result of negligence or intentionally caused by the mishandling/use of the tools. Normal wear and tear shall not be of the responsibility of the borrower. If it is determined that the tool was mishandled/lost, staff will prepare a *Tool Replacement Form* for the resident. When the tool is damaged or lost the resident will be given several options on how to resolve the issue as described on the *Tool Replacement Form*. If a new tool will replace it, the new tool must be of minimum equal quality and value as the damaged or lost tool. The damaged/lost tools must be purchased/repared within **one (1) month** of the incident. Staff and the resident will sign the form explaining the damages and the date on which the tool will be replaced/repared.

Until the agreed upon remedy for the damaged or lost tool has been fulfilled, no member of the household may participate in any Colonia Self Help Center activities or be assisted in any way.

TOOL LENDING INSPECTION:

The Val Verde County Self-Help Center has the right to verify that tools are located at the borrowers address. Staff will perform periodic and random inspections. A staff member will prepare a *Tool Lending On-Site Inspection Form*. Inspections may be performed any day of the week from 8 a.m. to 8 p.m. without prior notice to the borrower. After the inspection is made, staff and the borrower must sign the form. These forms will then be placed in the borrowers file.

If staff proves the resident is using the tool for business or reasons other than fixing their homes they will lose their privilege from the tool lending library.

WARNING/PROBATION:

If tools are kept past the due date, the borrower will be given a warning if it is his/her first offense and will be placed on probation if it is his/her second offense. If the resident repeatedly fails to return the tools on time this may result in the loss of Tool Lending Library privileges. A *Tool Lending Library Warning and Probation Form* will be prepared the day after the tool was not returned. Staff shall contact the resident and notify him/her about the delay and that tools need to be returned. An explanation for the delay must be made on the form as well as detailing the cause of the warning/probation. The probation period shall consist of **thirty (30) calendar days**. During the probation period, the resident may not borrow any tools from the center. When given a warning, the resident may check out tools as long as they are returned by the due date. When the *Tool Lending Library Warning and Probation Form* is prepared and explained to the resident, staff and the resident must sign the form. This form is then filed in the residents' file folder for record.

If a resident gets three probations in a twelve (12) month time period, they will lose their library privileges for one year.

Applicants File:

1. Application
2. Residence Documentation
3. Tool Safety Questionnaire
4. Tool Library Agreement
5. Tool Library Checkout and Return Forms (only if applicant has checked out a tool)
6. Warning and Prohibition Form, if applicable
7. Tool Replacement Form, if applicable

TOOL LENDING LIBRARY APPLICATION

Name:	Phone Number:
Address:	Cell Phone Number:
Colonia:	Emergency Name and Phone Number:

LIST ALL HOUSEHOLD MEMBERS

	Name	Relationship
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

TOOL LENDING LIBRARY QUESTIONNAIRE

1. Do you have any construction experience? Yes or No If "Yes," what kind of experience?
2. Will you be doing repairs by yourself? Yes or No If "No," who will be helping you and what is their construction experience?
3. Do you have experience with power tools? Yes or No If "Yes," what kinds of tools?
4. What kinds of construction tasks do you want to learn? For example, plumbing, electrical, drywall repair, flooring.
5. How often do you think you will be checking tools from the Tool Lending Library?

I certify that the information provided above is true and correct to the best of my knowledge. I also understand that any discrepancies or omissions found later may be grounds from disqualification from checking out tools.

Applicant's Signature and Date

Val Verde Colonia Self Help Center Staff Signature and Date

TOOL CHECKOUT AND RETURN FORM

Name: _____
 Phone #: _____
 Address: _____
 Colonia: _____
 Date: _____

CHECKED OUT TOOLS:

Tools Checked Out	ID Number	Condition of Tools at Checkout (Excellent, Good, Fair)
1.		
2.		
3.		
4.		
5.		

By signing and dating this form, I acknowledge that I must return the tool(s) within **seven (7) calendar days**. I understand that I may check out the same tools again as long as I am in good standing with the Colonia Self Help Center and in compliance with the Tool Library Agreement. **I also understand that gas-operated tools must be refilled prior to being returned.**

Date tools must be returned: _____

 Applicant's Signature and Date

 ECDC Staff Signature and Date

Tools Returned	Serial Number	Condition of Tools upon Return (Excellent, Good, Fair, Poor)
1.		
2.		
3.		
4.		
5.		

Date tools were returned: _____

 Applicant's Signature and Date

 ECDC Staff Signature and Date

TOOL REPLACEMENT FORM

I, _____ borrowed the tool(s) listed below from the Val Verde County Self-Help Center on _____ and returned the tool(s) on _____. When I borrowed the tool(s), the tool(s) was/were in good working condition. While in my possession, I damaged or lost the tool(s) listed below.

Tools Checked Out	Serial Number	Damaged Beyond Repair or Missing
1.		
2.		
3.		
4.		
5.		

Describe the circumstances that led to the damaged or missing tool(s):

The Tool Library Agreement, rule #15, states that the Val Verde County Self-Help Center has the right to require the borrower to repair the tool(s) or replace the tool(s) if the tool(s) is damaged or lost while in the possession of the borrower.

I agree to do the following:

Replace the damaged or lost tool(s) by _____ (date)

Have the tool(s) repair and return the tool(s) to the VVCSHC by _____ (date)

Have the VVCSHC give me a quote on how much the tool(s) will cost to be replaced and I agree to pay the cost of the tool(s).

Cost \$ _____ Store _____

Cost \$ _____ Store _____

Cost \$ _____ Store _____

By signing this form, I understand that no member of my household is eligible to participate in Colonia Self Help Center activities or be assisted in any way until I have fulfilled the choice provided above.

Applicant's Signature and Date

ECDC Staff Signature and Date

TOOL LENDING ON-SITE INSPECTION FORM

Date of Inspection: _____ Time of Inspection: _____

Staff: _____

RESIDENT:

Name: _____

Phone #: _____

Address: _____

Colonia: _____

INSPECTION SURVEY:

1. Was the tool(s) located at the resident's home? Yes No

2. If not, where is the location of the tool(s)? _____

2. What type of repairs was being done? _____

3 Are the repairs completed? Yes No

4. Who was using the tool(s) when you arrived? Adult Minor

5. If a minor was using the tool(s), was the minor being supervised by an adult?
Yes No

6. Was/Were the tool(s) being used properly as demonstrated on the safety
videos? Yes No

7. Was the operator using appropriate safety protection (goggles, gloves, etc.)?
Yes No

8. Was/Were the tool(s) in working condition when you arrived? Yes No

9. Was/Were the tool(s) being used for business purposes? Yes No

Comments: _____

Applicant's Signature and Date

Staff Signature and Date

TOOL LENDING LIBRARY WARNING & PROBATION

Name: _____
 Phone #: _____
 Address: _____
 Colonia: _____

WARNING:

According to the *Tool Library Agreement* number 13, I, the borrower, understand that due to my keeping the tools ***past the due date*** has caused me, the borrower, to receive a warning. I understand that the next time I checkout tools and keep the tools ***past the due date*** I will be placed on a 30 day probationary period.

This means that I *will not be allowed to check out tools for 30 days.* However, repeated failure to return tools on a timely basis may result in the loss of library privileges. I shall be obligated to return the tools to the Lender at my expense.

Tools Checked Out	Serial Number	Due Date	Return Date
1.			
2.			
3.			
4.			
5.			

Borrower's Comments:

PROBATION PERIOD:

I understand that I have been placed on a 30-day probationary period due to the fact that I failed to comply with the *Tool Library Agreement*, number 13. I also understand that in the future if I repeatedly fail to return tools on a timely basis may result in the loss of library privileges.

Probationary Period Start Date: _____
 Probationary Period End Date: _____

 Applicant's Signature and Date

 ECDC Staff Signature and Date

**Val Verde County Self-Help Center
TOOL SAFETY QUESTIONNAIRE**

Name _____ Date _____

Answer the following questions by circling the correct answer:

1. When using a ladder are you supposed to stand on the top step of the ladder? **TRUE OR FALSE**
2. Are hard hats a protective gear for your head? **TRUE OR FALSE**
3. Does a measuring tape measure linear foot? **TRUE OR FALSE**
4. Can you hammer a nail with a wrecking bar? **TRUE OR FALSE**
5. Is it okay to work with electrical tools when children are in work area? **TRUE OR FALSE**
6. Do you use the proper tools when working with construction? **TRUE OR FALSE**
7. When working with any construction activities, must you use safety goggles? **TRUE OR FALSE**
8. Can you use a planer on used wood? **TRUE OR FALSE**
9. Is safety an every day assignment? **TRUE OR FALSE**
10. Is a dull tool more dangerous than a sharp tool? **TRUE OR FALSE**

TOOL LENDING LIBRARY AGREEMENT

This Tool Library Agreement is made effective as of _____, between Val Verde County Self-Help Center, (the "Lender") of FM2523 Hamilton Lane, Del Rio, Texas 78840, and _____ the Borrower) residing at _____ and states the agreement of these parties as follows:

1. Residency Requirement. Only residents residing in one of the Val Verde County targeted colonia may have use of the Tool Library.
2. Age Requirement. No one under 18 years of age will be allowed to be a member of the Tool Library. No one under 18 years of age is authorized to use tools from the Tool Library.
3. Limit Restriction. No more than 5 tools may be borrowed at any one time
4. Consecutive Check-Outs. Consecutive check-outs of a specific tool may be limited depending on demand for the tool.
5. Tools from the Tool Library will not be used for business or commercial purposes.
6. Borrowing Process. The Borrower must check-out or renew the check-out of a tool in person. Tools which have been borrowed must be brought back to the Tool Library before the checked-out period can be renewed. Tools will not be placed on reserve for borrowers to check-out at a later date.
7. CARE AND OPERATION OF TOOLS: Borrower understands that tools are only to be used in a safe and proper manner and that instruction in proper use of power tools has been made available by the Lender. If tools become unsafe or in a state of disrepair, the Borrower will immediately discontinue the use of the tools and return the tools to the Lender. Tool use must comply with all laws, ordinances, and regulations related to the possession, use, or maintenance of the tools.
8. SAFETY CLASSES: Anyone who will use tools from the Tool Library will have to attend a tool safety class.
9. MAINTENANCE AND REPAIR. The Borrower shall maintain at the Borrower's cost, the tools in good repair and operating condition, allowing for normal wear and tear. Such cost shall include labor, material, parts, and similar items.
10. LOCATION OF TOOLS. The tools shall be located at the BORROWER'S ADDRESS as stated above during the lending term and shall not be removed from said location without the Lender's prior written consent.
11. LENDER'S RIGHT OF INSPECTION. The Lender shall have the right to inspect the borrowed tools any day of the week between the hours of 8 a.m. through 8 p.m. without prior notice.
12. ALTERATIONS. Borrower shall not make any alterations to the tools.
13. RETURN OF TOOLS. The Borrower understands that tools kept past the due date may cause the Borrower to be placed on a 30 day probationary period. Repeated failure to return tools on a timely basis may result in the loss of library privileges. The Borrower shall be obligated to return the tools to the Lender at the Borrower's expense.
14. RISK OF LOSS OR DAMAGE. The Borrower assumes all risks of loss or damage to the tools from any cause, and agrees to return the tools on or before the due date to the Lender in the condition received from the Lender, with exception of normal wear and tear.
15. INDEMNITY OF LENDER FOR LOSS OR DAMAGES. If the tools are damaged or lost, the Lender shall have the option of requiring the Borrower to repair the tools to a state of good working order, or Lender may require the Borrower to pay to replace the tools, which tools shall become the property of the Lender. When replacement is required, no member of the household may be assisted through any activity offered by the Self Help Center until the tool has been replaced.
16. LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the tools during the term of this Agreement is the obligation of the Borrower, and the Borrower shall indemnify and hold the Lender harmless from and against all such liability
17. WARRANTY. The Lender makes no warranties, express or implied, as to the tools borrowed. VAL VERDE COUNTY SELF HELP CENTER IS NOT RESPONSIBLE FOR ANY MANUFACTURING DEFECTS IN QUALITY OF WORKMANSHIP OR MATERIALS INHERENT IN ANY BORROWED TOOLS AND MATERIALS. The Borrower assumes the responsibility for the condition of the tools.
18. NOTICE. All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Agreement.
19. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Texas.

- 20. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 21. WAIVER. The failure of either party to enforce any provision of this Agreement shall not construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

The Val Verde County Colonia Self Help Center retains the right to alter or suspend any of the above policies. The Tool Lending Library staff reserves the right to refuse or limit renewals

.....

Borrower:

Signature of Borrower

Date

Received Copy of Agreement _____ (Resident)

Lender:

Val Verde County Self-Help Center (VVCSHC)

VVCSHC Staff

Date



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

July 16, 2018

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2019

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1 with new fees taking effect each year on January 1. This letter and attachments will provide information on how to submit the calendar year 2019 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed \$10;
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed \$1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed \$10 or \$20 for those meeting population requirements under Section (b) and (b-1);
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return to the TxDMV. If your county will keep the same optional fees for calendar year 2019, select OPTION A. If your county will change fees, select OPTION B, and return the form with a copy of the court order.

Deadline: Please return the form on or before Monday, August 27, 2018, by email to:

DMV_OptionalCountyFeeUpdates@TxDMV.gov. (please note the underscore between DMV and Optional)

If you have any questions, please contact Tiffany McGehee, Registration Services, at (512) 465-1346.

Thank you for your timely response.

Sincerely,

Jeremiah Kuntz, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

JK:TT:TM

Attachments

cc: County tax assessor-collectors



**Imposition of Optional Fees
Calendar Year 2019**

INSTRUCTIONS: Complete and return this form (including court orders if required) to the TxDMV via email.

Email to: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Monday, August 27, 2018.**

County Name: _____

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in 2019. 
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for 2019.
Enter amounts for each fee, even those that did not change. Enter zero (0) if applicable.

Calendar Year 2019 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total Fee Amount to be collected in 2019: \$ _____

For Option B, submit this form and a copy of the court order.

Thank you, we appreciate your participation!

Lease Pricing PROPOSAL

*Current
Client color copies*
X18 **XEROX** 

Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 7/16/2018

Negotiated Contract : 072771400

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> - Convenience Stapler - Wireless Print Kit - Br Booklet Mk-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 7845PT S/N MX4321333 Trade-In as of Payment 61
			Requested Install Date: 7/16/2018

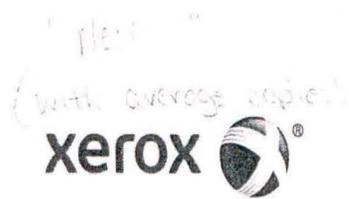
Monthly Pricing					
Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8045H	\$473.10	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	1 - 4,100 4,101+	Included \$0.0506	
Total	\$473.10	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 8/15/2018.

For any questions, please contact me at (830)591-0500



Lease Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 7/16/2018

Negotiated Contract : 072771400

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> - Convenience Stapler - Wireless Print Kit - Br Booklet Mk-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 7845PT S/N MX4321333 Trade-In as of Payment 61
			Requested Install Date: 7/16/2018

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8045H	\$371.90	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	1 - 2,100 2,101+	Included \$0.0506	
Total	\$371.90	Minimum Payments (Excluding Applicable Taxes)			

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For any questions, please contact me at (830)591-0500



Lease Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 7/16/2018

Negotiated Contract : 072771400

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> - Convenience Stapler - Wireless Print Kit - Br Booklet Mk-2/3 Hp - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 7845PT S/N MX4321333 Trade-In as of Payment 61
			Requested Install Date: 7/16/2018

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8045H	\$265.64	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$265.64	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 8/15/2018.

For any questions, please contact me at (830)591-0500



Lease Agreement



18

Customer: VAL VERDE, COUNTY OF

Bill To: VAL VERDE COUNTY OF
901 N BEDELL AVE
DEL RIO, TX 78840-4170

Install: VAL VERDE COUNTY
SHERIFFS OFFICE
295 FM 2523
DEL RIO, TX 78841

COPY

State or Local Government Negotiated Contract : 072771400

P.O.# 55518

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8045H (XEROX C8045H)	<ul style="list-style-type: none"> - Br Booklet Mk-2/3 Hp - 1 Line Fax - Convenience Stapler - Wireless Print Kit - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 7845PT S/N MX4321333 Trade-In as of Payment 62
			Requested Install Date: 8/23/2018

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8045H	\$371.90	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	1 - 2,100 2,101+	Included \$0.0506	
Total	\$371.90	Minimum Payments (Excluding Applicable Taxes)			

Court Approved

8.8.2018

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. Signer: Rogelio Musquiz Phone: (830)774-7505 Signature: Date: 8-13-2018	Thank You for your business! This Agreement is proudly presented by Xerox and Julia Galan (830)591-0500 For information on your Xerox Account, go to www.xerox.com/AccountManagement



#18

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge

From: Juanita Barrera, HR Director

Date: August 2, 2018

Subject: **AGENDA ITEMS FOR AUGUST 2018**

Listed below are several personnel matters which need to be part of the upcoming August agenda for HR reporting period from July 12, 2018 through August 7, 2018.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Teresa Parrack, State Records Clerk, with an annual salary of \$21,450.00, effective July 12, 2018. Ms. Parrack is replacing Pamala Glover who was promoted.
- B. Generosa Ramon, County Clerk requesting the discontinuance of checks to Wilma Arredondo, Deputy Clerk III, effective July 27, 2018. Ms. Arredondo has retired.
- C. Generosa Ramon, County Clerk requesting the discontinuance of checks to Sylvia Salazar, Deputy Clerk IV, effective August 1, 2018. Ms. Salazar has retired.
- D. Efrain Valdez, County Judge requesting the discontinuance of checks to Roger Cerny, Risk Manager, effective July 31, 2018. Mr. Cerny has retired.
- E. Efrain Valdez, County Judge, requesting the issuance of checks to Macario Ortiz, Substitute Part-time elevator operator, with an hourly rate of \$9.92, effective August 6, 2018. Mr. Ortiz will be serving in a substitute position during the absence of the elevator operator's.
- F. Michael Bagley, District Attorney, requesting the issuance of checks to Jessica Shawver-Savino, BPU Attorney, with an annual salary of \$65,000.00, effective August 1, 2018. Ms. Shawver-Savino is replacing Andrea Casares who resigned.
- G. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Salvador Espinoza, Truck Driver, with an annual salary of \$21,450.00, effective July 30, 2018. Mr. Espinoza is filling in a vacant position previously vacated by him.