



**COMMISSIONER'S COURT MINUTES  
DECEMBER 12<sup>TH</sup> REGULAR TERM, A.D. 2018**

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

**BE IT REMEMBERED** that on this the 12<sup>th</sup> day of December 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 the scheduled **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. Approval of minutes from previous meetings,

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-639	N	F		9/5, 9/10, 9/12, 9/24, & 9/29.		W, O, N, F, Evv		

5. Citizens' Comments.

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- 1) Janice Casillas: Status report on VA Office
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
- 

**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:**

**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:**

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 \_\_\_\_\_  
 Anna Markowski Smith,  
 County Attorney & Constable  
 Hernandez

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

**Efrain Valdez, County Judge**

6. Paul Watt, Agent for AEP is requesting to relocate transmission pole on Val Verde County property off of Old Hamilton Road.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-640	O	N		Motion to approve with no liability to VVC.		W, O, N, F, EVV		

7. Presentation from Anna Chapman, Loma De La Cruz Association thanking Val Verde County for supporting the Association and their projects.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only- no action taken.				

8. Discussion and possible action regarding TxCDBG 7216075 Final Public Hearing date to be January 21, 2019 5:15 PM at the Val Verde County Court at Law Building 207B E. Losoya Street Del Rio, Texas and publish notice one time for same.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-641	N	F		Motion to approve for January 22, 2019.		W, O, N, F, EVV		

9. Discussion and possible action upon TxCDBG 7218026 Draw #3 requesting \$14,400.00 for Contract Administration Fees and authorize County Judge & County Auditor to sign.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-642	N	F		Motion to approve.		W, O, N, F, EVV		

10. Discussion and possible action upon TxCDBG 7218075 Draw #4 requesting \$24,450.00 for Engineering and Contract Administration Fees and authorize County Judge & County Auditor to sign.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-643	N	F		Motion to approve.		W, O, N, F, EVV		

11. Discussion and possible action upon TxCDBG 7216075 Draw # 15 requesting \$18,911.69 for construction and Contract Administration Costs and authorize County Judge & County Auditor to sign.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-644	F	N		Motion to approve.		W, O, N, F, EVV		

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12. Discussion and possible action upon correspondence to the Texas Water Development Board regarding TWDB EDAP Project No. 10443 and authorize County Judge to sign.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-645	N	F		Motion to approve.		W, O, N, F, EVV		

13. Discussion and possible action on the use of the Alcoa fields for adult kickball. (December 18, 2018 – February 28, 2019).

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-646	N	W		Motion to approve and		W, O, N, F, EVV		
				assess a user fee of				
				\$200.00.				

14. Discussion and possible action on the use of the 60 acres for adult flag football. ( December 16, 2018-March 3, 2019).

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-647	N	F		Motion to approve and		W, O, N, F, EVV		
				assess a user fee of				
				\$200.00				

**Commissioners Pct. 1, 2, 3 &4**

15. Presentation of plaque and recognition of years of service for Judge Valdez.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only, no				
				action taken.				

**Martin Wardlaw, County Commissioner Pct. 1**

16. Discussion and possible action to transfer \$2,028.74 from Pct. 1 operating budget to the Val Verde County Grants account to cover 10% of expenses on TxDOT CTIS grant.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-648	W	N		Motion to approve.		W, O, N, F, EVV		

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**Robert Beau Nettleton, County Commissioner Pct. 3**

17. Discussion and possible action on consideration of an ordinance regulating sexually oriented businesses in Val Verde County.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-649	N	O		Motion to approve as presented and appoint the Sheriff as the Enforcement Officer with set fees of \$1000.00 new, \$500.00 renewal and \$250.00 for employees.		W, O, N, F, EVV		

**Gustavo Flores, County Commissioners Pct. 4**

18. Discussion and possible action to review and approval of plans and specs of the TxCDBG 7218026 Ridgeline Water Improvement Project presented by KSA Engineers.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-650	F	N		Motion to approve as presented.		W, O, N, F, EVV		

19. Discussion and possible action for authorization for Val Verde County to set bid opening date and time for the TxCDBG 7218026 Ridgeline Waterline Improvement Project (materials only) and advertise for same date and time (January 21, 2019; 2:00pm.)

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-651	F	N		Motion to approve and set date to January 22 <sup>nd</sup> .		W, O, N, F, EVV		

20. Discussion and possible action on the naming of the park located at 1690 Cienegas Rd.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-652	F	W		Motion to name Jesus "Chuy" Flores Park.		W, O, N, F, EVV		

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**Rogelio Musquiz, Jr., Purchasing Agent**

21. Discussion and possible action regarding the selection committee's results from the Request for Qualifications of Professional Grant Writing, Administration and Management Services for Indoor and Outdoor Parks & Recreation grants to the Texas Parks and Wildlife Department.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-653	O	N		Motion to approve.		W, O, N, F, EVV		

22. Discussion and possible action regarding the selection committee's results from the request for Qualifications of Professional Engineering Services for Indoor and Outdoor Parks & Recreational Grants to the Texas Parks and Wildlife Department.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-654	N	F		Motion to approve "Dunaway."		W, O, N, F, EVV		

23. Discussion and possible action regarding the purchase of a new one-ton work truck for precinct #4 at an estimated cost of \$43,823 and to trade in truck 2006F-250 VIN # 1FTSW21P06ED83240.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-655	F	N		Motion to approve.		W, O, N, F, EVV		

24. Discussion and possible action regarding the County Library's coin operated copier service contracts.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-656	N	F		Motion to approve at \$275.68 a month.		W, O, N, F, EVV		

25. Discussion and possible action regarding the family violence center status and completion funding.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-657	N	O		Motion to approve and Set aside \$50,000 out of contingency for family violence.		W, O, N, F, EVV		

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**Generosa Gracia-Ramon, County Clerk**

26. Discussion and possible action requesting a budget amendment for the purchase of computer and printer.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-658	N	F		Motion to approve out of office supplies. (\$1,700.00)		W, O, N, F, EVV		

27. Discussion and possible action requesting a budget amendment/approval for the funding of the upcoming January 1, 2019 swearing in ceremony.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-659	N	F		Motion to approve \$3,000.00 out of contingency.		W, O, N, F, EVV		

**M. Graciela Monday, County Library Director**

28. Discussion and possible action requesting approval to accept donation of three paintings from Jan and Raymond Patschke in remembrance of our longtime friend and patron Betty Ann Daniel Hollingsworth who passed away on September 29, 2018. The artwork is valued at approximately \$500.00. This item went before the Grants Committee on Monday, December 3, 2018 and was approved.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-660	N	F		Motion to approve.		W, O, N, F, EVV		

**Ramiro G. Barrera, IT Director**

29. Discussion and possible action on creating a web site committee to oversee the Val Verde County web site refresh project starting in January 2019. I am requesting the court to make a recommendation of at least three individuals that would make decisions with regards to colors, arrangement and layout of the new web site. This does not affect content that pertains to individual departments.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-661	N	O		Motion to approve website Committee, appoint Ramiro G, Barrera and Commissioner Owens.		W, O, N, F, EVV		

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**Emily Grant, County Agent**

30. Discussion and possible action on the Texas A&M AgriLife Extension Impacts for October and November.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only.				

**Joe Frank Martinez, County Sheriff**

31. Discussion and possible action requesting authorization to accept a donated item from Walmart Supercenter.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-662	N	W		Motion to approve and accept the gun - Remington 270 donation from Walmart.		W, O, N, F, EVV		

32. Discussion and possible action requesting authorization to accept donated items from the Ashley Furniture store.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-663	N	F		Motion to approve and accept furniture donation from Rick's Furniture for forensic interview room. (\$600-\$700 value)		W, O, N, F, EVV		

33. Discussion and possible action to discuss DPS Management Control agreement Criminal Justice Information Systems and authorize IT Department Ramiro Barrera and Sheriff Martinez to sign.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-664	N	O		Motion to approve and authorize Sheriff and Ram to sign.		W, O, N, F, EVV		

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

**Jerry Rust, County Fire Chief**

34. Discussion and possible action to enact a ban on fireworks, missiles with sticks and rockets with fins.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-665	N	O		Motion to approve as presented.		W, O, N, F, EVV		

35. Discussion and possible action to enact the Burn Ban starting date 12/12/2018 for duration of 90 days.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-666	N	W		Motion to approve.		W, O, N, F, EVV		

36. Discussion and possible action to purchase 6 sets of bunker gear at \$2,200.00 per set for a total of \$13,200.00. Good for 5 years from date of purchase.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-667	W	O		Motion to approve.		W, O, N, F, EVV		

**Aaron Rodriguez, County Treasurer**

37. Monthly Treasurer's Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-668	W	O		Motion to approve.		W, O, N, F, EVV		

38. Discussion and possible action regarding a resolution amending authorized representatives for Texpool and have county judge sign said resolution.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-669	N	O		Motion to approve.		W, O, N, F, EVV		

**Juanita Barrera, County HR Director**

39. Discussion and possible action on authorization to execute the Contract for Event Coordinator for Employee Appreciation Party.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-670	N	F		Motion to approve and authorize Juanita to sign.		W, O, N, F, EVV		

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

40. HR Monthly Report from: November 29, 2018 through December 12, 2018.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Briana Robles, Receptionist with a salary of \$22,072.05, effective December 3, 2018. Ms. Robles is replacing Teresa Parrack who was terminated.
- B. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Rosalinda Zuniga, Clerk, effective December 7, 2018. Ms. Zuniga is retiring.
- C. Generosa Ramon, County Clerk requesting the issuance of checks to Bertha Benoit, Deputy Clerk III, with a salary of \$26,342.40, effective December 3, 2018. Ms. Benoit is replacing Wilma Arredondo who retired.
- D. Emily Grant, County Agent, requesting the issuance of checks to Jose Ponce, Maintenance Worker, with a salary of \$22,072.05, effective December 4, 2018. Mr. Ponce is replacing Roberto Salazar who was terminated.
- E. Ramiro Barrera, IT Director, requesting the issuance of checks to Miguel Constancio, IT Technician, with an hourly rate of \$14.00, effective December 6, 2018. Mr. Constancio is filling in a newly created position on a temporary basis.
- F. Jerry Rust, Fire Chief, requesting the issuance of checks to George Vargas, Part-Time Fire Fighter, with an hourly rate of \$14.71, effective December 6, 2018. Mr. Vargas is filling in a newly created position on a part-time basis.
- G. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Joe Jackson, Driver, with a salary of \$22,072.05, effective December 10, 2018. Mr. Jackson is replacing Alan Rodriguez who resigned. Mr. Jackson will transfer from Pct. 4.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-671	N	F		Motion to approve as Presented.		W, O, N, F, EVV		

**Matthew Weingardt, County Auditor**

41. Monthly County Auditor's Report.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-672	N	W		Motion to approve.		W, O, N, F, EVV		

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42. Discussion and possible action on the Fund Balance Policy.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report only.				

43. Discussion and possible action for payment approval for invoices that did not comply with the purchasing policy.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-673	N	W		Motion to approve.		W, O, N, F, EVV		

**Ana Markowski Smith, County Attorney**

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

44. 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) _____ §551.071(2) _X____ §551.071(1) (B) _____ 551.072 _____  OTHER _____ BEGAN @ 9:22 AM _____ ENDED @ 10:02 AM _____ BREAK @ _____ RESUMED @ _____ _____ ACTION AFTER EX: _____
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ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				None.				

**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.**

45. Approve subdivision plats.

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

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

46. Approve Certificates of Compliance.

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

47. Approve monthly reports from elected officials.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-674	N	O		Motion to approve.		W, O, N, F, EVV		

48. Approve bills for payment.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
18-675	N	F		Motion to approve.		W, O, N, F, EVV		

49. County Judge's comments. Judge's last meeting.

50. Adjourn. 10:16 A.M.

The foregoing, recorded in Volume 52, pages 658-808, inclusive, was on this the 23<sup>rd</sup> day of January A.D. 2019, read and is hereby **APPROVED**.

Respectfully submitted,

Lewis G. Owens Jr., 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*

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

**AGENDA/NOTICE**  
**VAL VERDE COUNTY COMMISSIONERS COURT**  
**DECEMBER 12, 2018 REGULAR TERM**

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

**December 12, 2018 at 9:00am**

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizens' Comments.

**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**

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13. Discussion and possible action on the use of the Alcoa fields for adult kickball. (December 18, 2018 – February 28, 2019).
14. Discussion and possible action on the use of the 60 acres for adult flag football. ( December 16, 2018-March 3, 2019).

**Commissioners Pct. 1, 2, 3 &4**

15. Presentation of plaque and recognition of years of service for Judge Valdez.

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**Robert Beau Nettleton, County Commissioner Pct. 3**

17. Discussion and possible action on consideration of an ordinance regulating sexually oriented businesses in Val Verde County.

**Gustavo Flores, County Commissioners Pct. 4**

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20. Discussion and possible action on the naming of the park located at 1690 Cienegas Rd.

**Rogelio Musquiz, Jr., Purchasing Agent**

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22. Discussion and possible action regarding the selection committee's results from the request for Qualifications of Professional Engineering Services for Indoor and Outdoors Parks & Recreational Grants to the Texas Parks and Wildlife Department.
  
23. Discussion and possible action regarding the purchase of a new one-ton work truck for precinct #4 at an estimated cost of \$43,823 and to trade in truck 2006F-250 VIN # 1FTSW21P06ED83240.
  
24. Discussion and possible action regarding the County Library's coin operated copier service contracts.
  
25. Discussion and possible action regarding the family violence center status and completion funding.

**Generosa Gracia-Ramon, County Clerk**

26. Discussion and possible action requesting a budget amendment for the purchase of computer and printer.

27. Discussion and possible action requesting a budget amendment/approval for the funding of the upcoming January 1, 2019 swearing in ceremony.

**M. Graciela Monday, County Library Director**

28. Discussion and possible action requesting approval to accept donation of three paintings from Jan and Raymond Patschke in remembrance of our longtime friend and patron Betty Ann Daniel Hollingsworth who passed away on September 29, 2018. The artwork is valued at approximately \$500.00. This item went before the Grants Committee on Monday, December 3, 2018 and was approved.

**Ramiro G. Barrera, IT Director**

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**Emily Grant, County Agent**

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**Joe Frank Martinez, County Sheriff**

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32. Discussion and possible action requesting authorization to accept donated items from the Ashley Furniture store.

33. Discussion and possible action to discuss DPS Management Control agreement Criminal Justice Information Systems and authorize IT Department Ramiro Barrera and Sheriff Martinez to sign.

**Jerry Rust, County Fire Chief**

34. Discussion and possible action to enact a ban on fireworks, missiles with sticks and rockets with fins.

35. Discussion and possible action to enact the Burn Ban starting date 12/12/2018 for duration of 90 days.

36. Discussion and possible action to purchase 6 sets of bunker gear at \$2,200.00 per set for a total of \$13,200.00. Good for 5 years from date of purchase.

**Aaron Rodriguez, County Treasurer**

37. Monthly Treasurer's Report.

38. Discussion and possible action regarding a resolution amending authorized representatives for Texpool and have county judge sign said resolution.

**Juanita Barrera, County HR Director**

39. Discussion and possible action on authorization to execute the Contract for Event Coordinator for Employee Appreciation Party.

40. HR Monthly Report from: November 29, 2018 through December 12, 2018.

- A. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Briana Robles, Receptionist with a salary of \$22,072.05, effective December 3, 2018. Ms. Robles is replacing Teresa Parrack who was terminated.
- B. Joe Frank Martinez, Sheriff, requesting to stop the issuance of checks to Rosalinda Zuniga, Clerk, effective December 7, 2018. Ms. Zuniga is retiring.
- C. Generosa Ramon, County Clerk requesting the issuance of checks to Bertha Benoit, Deputy Clerk III, with a salary of \$26,342.40, effective December 3, 2018. Ms. Benoit is replacing Wilma Arredondo who retired.
- D. Emily Grant, County Agent, requesting the issuance of checks to Jose Ponce, Maintenance Worker, with a salary of \$22,072.05, effective December 4, 2018. Mr. Ponce is replacing Roberto Salazar who was terminated.
- E. Ramiro Barrera, IT Director, requesting the issuance of checks to Miguel Constancio, IT Technician, with an hourly rate of \$14.00, effective December 6, 2018. Mr. Constancio is filling in a newly created position on a temporary basis.
- F. Jerry Rust, Fire Chief, requesting the issuance of checks to George Vargas, Part-Time Fire Fighter, with an hourly rate of \$14.71, effective December 6, 2018. Mr. Vargas is filling in a newly created position on a part-time basis.
- G. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Joe Jackson, Driver, with a salary of \$22,072.05, effective December 10, 2018. Mr. Jackson is replacing Alan Rodriguez who resigned. Mr. Jackson will transfer from Pct. 4.

**Matthew Weingardt, County Auditor**

41. Monthly County Auditor's Report.

42. Discussion and possible action on the Fund Balance Policy.

43. Discussion and possible action for payment approval for invoices that did not comply with the purchasing policy.

**Ana Markowski Smith, County Attorney**

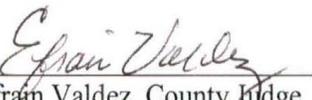
Executive Session items that may result in action in open session thereafter:

44. 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.

**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.**

45. Approve subdivision plats.
46. Approve Certificates of Compliance.
47. Approve monthly reports from elected officials.
48. Approve bills for payment.
49. County Judge's comments.
50. Adjourn.

Our next Regular Commissioners Court Meeting will be December 26, 2018 @ 9:00 a.m.;  
**Agenda Items are due Thursday, December 20, 2018 @ 12: 00 noon.**

  
Efran Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
DECEMBER 7<sup>th</sup>, 2018: AT 3:44 PM**

**FILED**  
**2018 DEC - 7 P 3:44**  
GENEROSA GRACIA-RAMON  
VAL VERDE COUNTY CLERK  
BY GRA DEPUTY

**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 7th day of December, 2018 at 3:44 o'clock P. M. and recorded in the minutes of the Val Verde County Commissioner's Court.



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



# TxCDBG Request for Payment

#9  
A203

Grant Recipient: Val Verde County

Contract No: 7218026

Request #: Draw 3

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ -	\$ -	\$ -	\$0.00	#DIV/0!
Acquisition 03J	\$ 5,000.00	\$ -	\$ -	\$5,000.00	100.00%
Construction 03J	\$ 246,125.00	\$ -	\$ -	\$246,125.00	100.00%
Engineering 03J	\$ 47,625.00	\$ -	\$ (8,175.50)	\$39,449.50	82.83%
Construction 14A	\$ 9,375.00	\$ -	\$ -	\$9,375.00	100.00%
Engineering 14A	\$ 1,875.00	\$ -	\$ -	\$1,875.00	100.00%
Admin 21A	\$ 40,000.00	\$ (14,400.00)	\$ (14,400.00)	\$25,600.00	64.00%
<b>Totals:</b>	<b>\$ 350,000.00</b>	<b>\$ (14,400.00)</b>	<b>\$ (22,575.50)</b>	<b>\$327,424.50</b>	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		6/1/2018		
All Professional Services Contracts Awarded:	9/11/2017	8/1/2018		-10.8
4-month Conference Call:	7/15/2018	10/1/2018		-2.6
Plans and Specs Completed/Approved by Locality:	12/12/2018	12/1/2018		0.4
Environmental Review Submitted:	9/7/2018	12/1/2018		-2.8
All pre-construction Special Conditions cleared:		2/1/2019		
Construction Start:		3/1/2019		
50% of TxCDBG funds obligated:		3/1/2019		
Construction 50% Complete:		8/1/2019		
Construction 75% Complete:		11/1/2019		
Construction 90% Complete:		1/1/2020		
Construction & Final Inspection Completed:		2/1/2020		
End Date:		5/30/2020		
Project Completion Report Submitted:		7/29/2020		

**Remarks / Comments:**

This project is on schedule per the Schedule C Implementation Schedule.

Period Covered:	10/28/2018	to	11/28/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Efrain Valdez	County Judge		12-12-2018
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor		12-12-18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

ESSER & COMPANY CONSULTING LLC  
 702 ASHBY DRIVE S.  
 UVALDE, TEXAS 78801  
 (830) 278-1423 PHONE  
 (830) 278-1555 FAX  
[carl.esser@hotmail.com](mailto:carl.esser@hotmail.com) [debbieesser@yahoo.com](mailto:debbieesser@yahoo.com)

November 28, 2018

Honorable Efrain Valdez  
 Val Verde County Judge  
 Val Verde County Courthouse  
 400 Pecan Street  
 Del Rio, Texas 78840

Ref: Esser & Company Consulting LLC Invoice No. 1 for Administrative Services, TxCDBG Contract No. 7218026

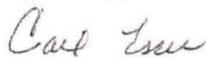
Dear Judge Valdez:

In accordance with the terms of the above referenced contract as specified in the Scope of Services, we submit the following:

Billing Phase	% of Contract	Fee	Percent Complete	Earned	Previous Fee Billing
Establishment of Record Keeping System	5%	\$2,000.00	100%	\$2,000.00	00.00
Completion of Environmental/Special Conditions Clearance	20%	\$8,000.00	80%	\$6,400.00	00.00
Completion of all Acquisition Activities	5%	\$2,000.00	0%	\$00.00	00.00
Completion of the Bid/Contract Award Process	20%	\$8,000.00	10%	\$800.00	00.00
Labor Standard Compliance/Completion of Construction	10%	\$4,000.00	10%	\$400.00	00.00
Comply with EEO/Fair Housing Requirements	10%	\$4,000.00	100%	\$4,000.00	00.00
Program and Financial Management	20%	\$8,000.00	10%	\$800.00	00.00
Filing of all required Close-Out Information	10%	\$4,000.00	0%	\$0.00	00.00
<b>Total Fee</b>		<b>\$40,000.00</b>		<b>\$14,400.00</b>	<b>00.00</b>

**Total this Invoice** **\$14,400.00**  
 (to be paid from TDA Grant)

Respectfully,



Carl Esser, Consultant  
 Esser & Company Consulting LLC



# TxCDBG Request for Payment

#10

A203

Grant Recipient: Val Verde County

Contract No: 7218075

Request #: Draw 4

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ 25,000.00	\$ -	\$ -	\$25,000.00	100.00%
Construction 03J	\$ 339,000.00	\$ -	\$ -	\$339,000.00	100.00%
Engineering 03J	\$ 83,200.00	\$ (4,950.00)	\$ (25,950.00)	\$57,250.00	68.81%
Construction 14A	\$ 24,000.00	\$ -	\$ -	\$24,000.00	100.00%
Engineering 14A	\$ 3,800.00	\$ -	\$ -	\$3,800.00	100.00%
Admin 21A	\$ 50,000.00	\$ (19,500.00)	\$ (19,500.00)	\$30,500.00	61.00%
<b>Totals:</b>	<b>\$ 500,000.00</b>	<b>\$ (24,450.00)</b>	<b>\$ (45,450.00)</b>	<b>\$454,550.00</b>	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		4/23/2018		
All Professional Services Contracts Awarded:	7/10/2017	6/23/2018		-11.6
4-month Conference Call:	4/24/2018	8/23/2018		-4.0
Plans and Specs Completed/Approved by Locality:		10/23/2018		
Environmental Review Submitted:	8/8/2018	10/23/2018		-2.5
All pre-construction Special Conditions cleared:		12/23/2018		
Construction Start:		1/23/2019		
50% of TxCDBG funds obligated:		1/23/2019		
Construction 50% Complete:		6/23/2019		
Construction 75% Complete:		9/23/2019		
Construction 90% Complete:		11/23/2019		
Construction & Final Inspection Completed:		12/23/2019		
End Date:		4/21/2020		
Project Completion Report Submitted:		6/20/2020		

**Remarks / Comments:**  
 Requesting \$4,950.00 for Engineering Fees and \$19,500.00 for Contract Administration Fees. Final Plans and Specs are 63% complete.

Period Covered:	10/26/2018	to	11/28/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Efrain Valdez	County Judge	<i>Efrain Valdez</i>	12-12-2018
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor	<i>Matt Weingardt</i>	12-12-18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

**ESSER & COMPANY CONSULTING LLC**  
 702 ASHBY DRIVE S.  
 UVALDE, TEXAS 78801  
 (830) 278-1423 PHONE  
 (830) 278-1555 FAX  
[carl.esser@hotmail.com](mailto:carl.esser@hotmail.com) [debbieesser@yahoo.com](mailto:debbieesser@yahoo.com)

November 28, 2018

Honorable Efrain Valdez  
 Val Verde County Judge  
 Val Verde County Courthouse  
 400 Pecan Street  
 Del Rio, Texas 78840

**Ref: Esser & Company Consulting LLC Invoice No. 1 for Administrative Services, TxCDBG Contract No. 7218075**

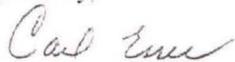
Dear Judge Valdez:

In accordance with the terms of the above referenced contract as specified in the Scope of Services, we submit the following:

Billing Phase	% of Contract	Fee	Percent Complete	Earned	Previous Fee Billing
Establishment of Record Keeping System	5%	\$2,500.00	100%	\$2,500.00	00.00
Completion of Environmental/ Special Conditions Clearance	20%	\$10,000.00	80%	\$8,000.00	00.00
Completion of all Acquisition Activities	5%	\$2,500.00	100%	\$2,500.00	00.00
Completion of the Bid/Contract Award Process	20%	\$10,000.00	0%	\$00.00	00.00
Labor Standard Compliance/ Completion of Construction	10%	\$5,000.00	10%	\$500.00	00.00
Comply with EEO/Fair Housing Requirements	10%	\$5,000.00	100%	\$5,000.00	00.00
Program and Financial Management	20%	\$10,000.00	10%	\$1,000.00	00.00
Filing of all required Close-Out Information	10%	\$5,000.00	0%	\$0.00	00.00
<b>Total Fee</b>		<b>\$50,000.00</b>		<b>\$19,500.00</b>	<b>00.00</b>

**Total this Invoice** **\$19,500.00**  
 (to be paid from TDA Grant)

Respectfully,



Carl Esser, Consultant  
 Esser & Company Consulting LLC



14 Gabriel Drive  
 Augusta, ME 04330  
 207-620-3800

**INVOICE**

**PLEASE REMIT TO:**  
 TRC Lockbox  
 P. O. Box 536282  
 Pittsburgh, PA 15253-5904

Val Verde County  
 400 Pecan Street  
 1st Floor  
 Del Rio, TX 78840

December 3, 2018  
 Project No: 285593.0000.0000  
 Invoice No: 56799  
 Project Manager Kevin Perry

Project 285593.0000.0000 Val Verde County RDRL, Escondido, San Felipe Water Lines CDBG 7218075 ✓  
Professional Services through November 23, 2018 ✓

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Completion of Preliminary Eng Plans&Spec	16,500.00	100.00	16,500.00	16,500.00	0.00
Completion of Final Plans, Specs, Bid Ad	24,750.00	20.00	4,950.00	0.00	4,950.00
Start of Construction	28,875.00	0.00	0.00	0.00	0.00
Completion of All Interim & Final Inspec	4,125.00	0.00	0.00	0.00	0.00
Completion of Record Drawing	4,125.00	0.00	0.00	0.00	0.00
TXCDBG Closeout Requirements	4,125.00	0.00	0.00	0.00	0.00
Special Services	4,500.00	100.00	4,500.00	4,500.00	0.00
<b>Total Fee</b>	<b>87,000.00</b>		<b>25,950.00</b>	<b>21,000.00</b>	<b>4,950.00</b>
<b>Total Fee</b>					<b>4,950.00</b>
<b>Total this Invoice</b>					<b>4,950.00</b> ✓

*ek*  
*CPE*  
 12/5/2018

Email invoice to Carl Esser at [carl.esser@hotmail.com](mailto:carl.esser@hotmail.com)



# TxCDBG Request for Payment

#11  
A203

Grant Recipient: Val Verde County

Contract No: 7216075

Request #: Draw 15

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03JW	\$ 25,000.00	\$ -	\$ (35,190.80)	-\$10,190.80	-40.76%
Construction 03JW	\$ 352,040.00	\$ (10,661.69)	\$ (162,796.46)	\$189,243.54	53.76%
Engineering 03JW	\$ 88,010.00	\$ -	\$ (79,209.00)	\$8,801.00	10.00%
Construction 14A	\$ 7,960.00	\$ -	\$ (7,960.00)	\$0.00	0.00%
Engineering 14A	\$ 1,990.00	\$ -	\$ (1,791.00)	\$199.00	10.00%
Admin 21A	\$ 50,000.00	\$ (8,250.00)	\$ (40,000.00)	\$10,000.00	20.00%
<b>Totals:</b>	<b>\$ 500,000.00</b>	<b>\$ (18,911.69)</b>	<b>\$ (291,756.46)</b>	<b>\$208,243.54</b>	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		11/30/2016		
All Professional Services Contracts Awarded:	1/9/2017	1/30/2017		-0.7
4-month Conference Call:	3/28/2017	3/30/2017		-0.1
Plans and Specs Completed/Approved by Locality:	10/9/2017	5/30/2017		4.4
Environmental Review Submitted:	9/6/2017	5/30/2017		3.3
All pre-construction Special Conditions cleared:	1/12/2018	7/30/2017		5.5
Construction Start:	2/1/2018	8/30/2017		5.2
50% of TxCDBG funds obligated:	1/10/2018	8/30/2017		4.4
Construction 50% Complete:	11/25/2018	1/30/2018	12/1/2018	-0.2
Construction 75% Complete:	12/12/2018	4/30/2018	1/1/2019	-0.7
Construction 90% Complete:		6/30/2018	1/15/2019	
Construction & Final Inspection Completed:		7/30/2018	1/25/2019	
End Date:		11/29/2018	1/31/2019	
Project Completion Report Submitted:		1/28/2019	3/30/2019	

**Remarks / Comments:**  
 After Inclement weather delay project is progressing nicely. Project is on schedule per revised implementation schedule.

Period Covered:	10/15/2018	to	11/28/2018	If outside contract period, select:
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ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

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Efrain Valdez	County Judge		12-12-2018
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor		12-12-18
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

**ESSER & COMPANY CONSULTING LLC**  
**702 ASHBY DRIVE S.**  
**UVALDE, TEXAS 78801**  
**(830) 278-1423 PHONE**  
**(830) 278-1555 FAX**  
carl.esser@hotmail.com debbieesser@yahoo.com

11/28/2018

Honorable Efrain Valdez  
Val Verde County Judge  
Val Verde County Courthouse  
400 Pecan Street  
Del Rio, Texas 78840

**Ref: Esser & Company Consulting LLC Invoice No. 4 for Administrative Services, TxCDBG Contract No. 7216075**

Dear Judge Valdez:

In accordance with the terms of the above referenced contract as specified in the Scope of Services, we submit the following:

Billing Phase	% of Contract	Fee	Percent Complete	Earned	Previous Fee Billing
Establishment of Record Keeping System	5%	\$2,500.00	100%	\$2,500.00	2,500.00
Completion of Environmental/Special Conditions Clearance	20%	\$10,000.00	90%	\$9,000.00	8,000.00
Completion of all Acquisition Activities	5%	\$2,500.00	100%	\$2,500.00	2,500.00
Completion of the Bid/Contract Award Process	20%	\$10,000.00	100%	\$10,000.00	10,000.00
Labor Standard Compliance/Completion of Construction	10%	\$5,000.00	80%	\$4,000.00	750.00
Comply with EEO/Fair Housing Requirements	10%	\$5,000.00	100%	\$5,000.00	5,000.00
Program and Financial Management	20%	\$10,000.00	70%	\$7,000.00	3,000.00
Filing of all required Close-Out Information	10%	\$5,000.00	0%	\$0.00	00.00
<b>Total Fee</b>		<b>\$50,000.00</b>		<b>\$40,000.00</b>	<b>31,750.00</b>

**Total this Invoice** **\$8,250.00**  
(to be paid from TDA Grant)

Respectfully,

  
Carl Esser, Consultant  
Esser & Company Consulting LLC



## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Oct. 15 - 19, 2018

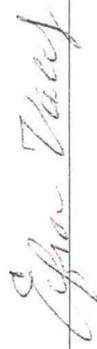
WEEKLY SUMMARY		COST
Personnel		0.00
Equipment		\$1,624.18
<b>TOTAL COSTS:</b>		<b>\$1,624.18</b>

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
			15	16	17	18	19							
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	2	8	8	8	8		34	34	0	\$16.92		
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												\$00.00		

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
			2	8	8	8	8					
Backhoe Tractor 2 cu. yd. FEMA -8573	Joe Jackson	Operate Back Hoe Tractor for digging and trenching Waterline on Vega Verde Road	2	8	8	8	8		34	47.77	\$1,624.18	
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											\$1,624.18	

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes: *With Draw #15 Requesting Reimbursement for Back Hoe Equipment, previously have requested Personnel Costs.*

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

# Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Oct. 22 - 26 2018

WEEKLY SUMMARY		COST
Personnel		\$00.00
Equipment		\$1,910.80
<b>TOTAL COSTS:</b>		<b>\$1,910.80</b>

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
			22	23	24	25	26							
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	8	8	8	8	8		40	40	0	\$16.92	\$	
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												\$00.00		

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
			8	8	8	8	8					
Backhoe Tractor 2 cu. yd. FEMA- 8573	Joe Jackson	Operate Back Hoe Tractor for digging and trench waterline on Vega Verde Road	8	8	8	8	8		40	47.77	\$1,910.80	
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											\$1,910.80	

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes: **With Draw #15 Requesting Reimbursement for Back Hoe Equipment for this week, previously have requested Personnel Costs.**

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

# Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Oct. 29 - Nov. 2, 2018

WEEKLY SUMMARY		COST
Personnel		\$00.00
Equipment		\$1,910.80
<b>TOTAL COSTS:</b>		<b>\$1,910.80</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
			29	30	31	1	2							
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	8	8	8	8	8			40	40	0	\$16.92	\$
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>													\$	

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
			8	8	8	8	8					
Backhoe Tractor 2 cu. yd. FEMA- 8573	Joe Jackson	Operate Back Hoe Tractor for digging and trench waterline on Vega Verde Road	8	8	8	8	8			40	47.77	\$1,910.80
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											\$1,910.80	

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes: **With Draw #15 Requesting Reimbursement for Back Hoe Equipment for this week, previously have requested Personnel Costs.**

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

# Construction Personnel Time Sheet

**A804**

WEEKLY SUMMARY		COST
Personnel		\$00.00
Equipment		\$1,910.80
<b>TOTAL COSTS:</b>		<b>\$1,910.80</b>

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Nov. 5 - 9, 2018

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	5	6	7	8	8	9		40	40	0	\$16.92	\$
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>													\$	

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
Backhoe Tractor 2 cu. yd. FEMA- 8573	Joe Jackson	Operate Back Hoe Tractor for digging and trench waterline on Vega Verde Road	8	8	8	8	8		40	47.77	\$1,910.80	
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>										\$1,910.80		

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes: **With Draw #15 Requesting Reimbursement for Back Hoe Equipment for this week, previously have requested Personnel Costs.**

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

# Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Nov. 12 - 16, 2018

WEEKLY SUMMARY		COST
Personnel		\$541.44
Equipment		\$1,528.64
<b>TOTAL COSTS:</b>		<b>\$2,070.08</b>

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
			12	13	14	15	16							
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	0	8	8	8	8		32	32	0	\$16.92	\$541.44	
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>\$541.44</b>		

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
			0	8	8	8	8					
Backhoe Tractor 2 cu. yd. FEMA -8573	Joe Jackson	Operate Back Hoe Tractor for digging and trenching Waterline on Vega Verde Road	0	8	8	8	8		32	47.77	\$1,528.64	
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,528.64</b>	

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes:

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

# Construction Personnel Time Sheet

**A804**

WEEKLY SUMMARY		COST
Personnel		\$270.72
Equipment		\$764.32
<b>TOTAL COSTS:</b>		<b>\$1,035.04</b>

Grant Recipient: Val Verde County TxCDBG Contract No: 7216075  
 Project Description: First Time Water Service Vega Verde Road Week of: Nov. 19 - 23, 2018

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M	T	W	T	F	S	S					
			19	20	21	22	23							
Joe Jackson	Waterline Maintenance Worker	Lay Out Waterline, Inventory Materials Operate Back Hoe Equipment	8	8	0	0	0	0	16	16	0	\$16.92	\$270.72	
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												\$270.72		

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
			8	8	0	0	0	0				
Backhoe Tractor 2 cu. yd. FEMA -8573	Joe Jackson	Operate Back Hoe Tractor for digging and trenching Waterline on Vega Verde Road	8	8	0	0	0	0	16	47.77	\$764.32	
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>										\$764.32		

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes:

**CERTIFICATION:** I certify that the above named employees were on the City/County payroll and the equipment described was utilized on the dates stated to complete construction activities on the Texas Community Development Block Grant Program. Activities, times, dates, and amounts are correct to the best of my knowledge.

Supervisor Signature:  Title: Val Verde County Judge Date: 12/12/2018

09/01/2018

**VAL VERDE COUNTY TIME SHEET**  
**DEPARTMENT: ROAD & BRIDGE PCT. 4**

**Employee Name: JACKSON, J.**      **WATERLINE**

EMPLOYEE NO.: 1783      Pay Period No.: 24      DATES: 11/10/2018      THRU 11/23/2018

DATE	1st Week							WEEK TOTAL							
	10 SAT	11 SUN	12 MON	13 TUES.	14 WED.	15 THUR.	16 FRI.	17 SAT	18 SUN	19 MON	20 TUES.	21 WED.	22 THUR.	23 FRI.	TOTAL
WORK ACTIVITY															
Hourly				8	8	8	8			8	8				16
Bereavement															
Comp. Earned 1.0															
Comp. Earned 1.5															
Comp. Taken															
Holiday Taken															
Holiday Worked															
Jury Duty															
Leave with Pay															
Leave Without Pay															
Vacation															
Sick															
Workers Comp.															
<b>TOTAL</b>															<b>48</b>

 EMPLOYEE SIGNATURE     
  SUPERVISOR SIGNATURE



**Val Verde County**  
 Auditor's Grant Account  
 901 Bedell Ave, Suite A  
 Del Rio, TX 78840

**Texas Community Bank**  
 2411 Veterans Blvd.  
 Del Rio, Texas 78840  
 88-2481/1149

2744

CHECK DATE	PAY THIS AMOUNT
11/28/2018	\$199.99

PAY ---One Hundred Ninety Nine Dollars and 99/100 Cents---

TO THE ORDER OF Russell True Value  
 506 E. Gibbs St.  
 Del Rio, TX 78840

*[Handwritten Signature]*  
 \_\_\_\_\_  
*[Handwritten Signature]*  
 \_\_\_\_\_

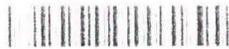
⑈ 2744 ⑈ ⑆ 1149248101 ⑆ ⑈ 6010004176 ⑈

Val Verde County					2744
VENDOR: 64 Russell True Value					11/28/2018
DATE	ID	PO #	DESCRIPTION	GL ACCT #	AMOUNT
11/8/2018	442529	56278	T.C.D.B.G. #7216075 - Pct 4 - Cal-Hypo	2666-1039-34-26450	199.99



THANK YOU FOR SHOPPING AT  
RUSSELL TRUE VALUE  
(833) 775-3532

11/08/18 1:41PM XM 553 SALE  
-----  
955001 1 EA 199.99 EA N  
100# GRAN CAL-HWPC 199.99  
SUB-TOTAL: \$ 199.99 TAX: \$ 0.00  
TOTAL: \$ 199.99  
CHARGE AMT: 199.99



=>> JRN#095830 INV#442628 <==  
DUST NO:211404  
Customer Copy

  
Name : \_\_\_\_\_  
RAYMUNDO RODRIGUEZ JR  
VAL VERDE COUNTY AUDITOR  
56278

2005/11/13





**VAL VERDE COUNTY**

901 Bedell Ave Suite A  
Del Rio, TX 78840  
PH: (830) 774-7584  
FAX: (830) 775-9198

**PURCHASE ORDER**

PO Number: 56278 Date: 10/03/2018

Requisition #: REQ-14400 Vendor #: 64

Department: County Commissioner Pct. #4

ISSUED TO: Russell True Value  
506 E. Gibbs St  
Del Rio, TX 78840

SHIP TO: Val Verde County  
Attn: Roy Musquiz Jr  
400 Pecan St  
Third Floor Purchasing  
Del Rio, TX 78840  
(830) 774 7584

ITEM	UNITS DESCRIPTION	VENDOR PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Waterline Project Pct. 4 - Chlorine and Marker		2666 1039 34 26450		0.00	500.00

Authorized by: *Roy Musquiz Jr*

SUBTOTAL:	500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>500.00</b>

NOTE: PURCHASE ORDER NUMBER MUST  
APPEAR ON INVOICE OR STATEMENT: FREIGHT  
CHARGES, TAXES, DELIVERY, DRAYAGE, ETC. MUST  
BE SHOWN AS A SEPARATE LINE OR INVOICE



**VAL VERDE COUNTY**  
 901 BEDELL AVE, SUITE A  
 DEL RIO, TEXAS 78840

DEL RIO BANK AND TRUST  
 DEL RIO, TEXAS 78840

Deposit # 19899

DEPOSIT DATE	PAY THIS AMOUNT
11/30/2018	\$637.34

PAY \*\*\* VOID \*\*\* NON-NEGOTIABLE \*\*\* VOID \*\*\* FOR INFORMATION ONLY \*\*\* VOID \*\*\*

TO THE ORDER OF Joe H. Jackson  
 345 Quail Trail Escondido  
 Del Rio, TX 78842

=====EARNINGS=====

	RATE	UNITS	CURRENT	YTD
Hourly	15.00	48.00	\$720.00	\$24,060.00
PerDiem		0.00	\$0.00	\$56.00

=====R E C A P=====		=====E M P L O Y E E=====		=====E M P L O Y E R=====			
	CURRENT	YTD	TAXES	CURRENT	YTD	MATCH	YTD
GROSS	\$720.00	\$24,060.00	Fed W/H	\$27.58	\$1,450.03	\$0.00	\$0.00
TAXES	\$82.66	\$3,294.91	SS	\$44.64	\$1,495.19	\$44.64	\$1,495.19
NET	\$637.34	\$20,765.09	MC	\$10.44	\$349.69	\$10.44	\$349.69
			TOTAL	\$82.66	\$3,294.91	\$55.08	\$1,844.88

=====DIRECT DEPOSIT=====

ACCT TYPE	BANK	AMOUNT
SAVINGS	****9200	\$637.34

County of Val Verde



**Efrain V. Valdez**  
County Judge

#12

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

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

December 12, 2018

Mr. Dain Larsen P. E., Team 5 Manager  
Texas Water Development Board  
1700 N. Congress Avenue  
P O Box 13231  
Austin, Texas 78711-3231

RE: TWDB Project No. 10443  
Val Verde County Economically Distressed Area Program (EDAP)

Dear Mr. Larsen:

Please accept this correspondence that Val Verde County intends to complete the EDAP planning project for First Time Water Service for Escondido, Rancho Del Rio and Rise Estates colonias known as the Texas Water Development Board Project No. 10443. Val Verde County recently completed the first phase on this project with three (3) grants funded by Texas Department of Agriculture and has successfully installed thirty-one thousand linear feet (31,000 L. Ft.) of eight-inch (8") waterline, a booster station and twenty-five household meters.

On October 2, 2018 Val Verde County and the Del Rio Utilities Commission – PWS ID No. 2330001 received notification from the Texas Commission On Environmental Quality (TCEQ) that all conditions have been met and the 16,300 L. Ft. of 8-inch PVC waterline primarily along US Highway 90 located west on the new booster station and the 14,700 L. Ft. segment of 8-inch PVC waterline located east of the new booster station may be placed into service.

It is Val Verde County's intent at this time to proceed with the acquisition and design of the remaining project funded by the EDAP planning project. Val Verde County looks forward to completing this project for first time water service to this unserved area. Should you have any questions please feel free to contact my office at (830) 774-7501 or Esser & Company Consulting LLC (830) 278-1423.

Sincerely,

Efrain Valdez  
Val Verde County Judge



**A RESOLUTION HONORING  
VAL VERDE COUNTY JUDGE  
EFRAIN V. VALDEZ**

**WHEREAS**, on December 12, 2018, the Val Verde County Commissioners Court met in regular session; and

**WHEREAS**, the Val Verde County Commissioners Court is desirous to honor Val Verde County Judge Efrain V. Valdez for his contribution to Val Verde County; and

**WHEREAS**, Val Verde County Judge Efrain V. Valdez is a native of Val Verde County, born and raised in Del Rio, Texas; and

**WHEREAS**, Val Verde County Judge graduated from San Felipe High School in 1966 and went on to graduate from Texas A&I University in Kingsville with a Bachelor's of Science degree in Mathematics in 1973; and

**WHEREAS**, Val Verde County Judge Efrain V. Valdez returned to his hometown of Del Rio, Texas as an educator and coach for 35 years; and

**WHEREAS**, Val Verde County Judge Efrain V. Valdez contributed his leadership to his community by serving as a city councilman for two terms from 1996-2002; and

**WHEREAS**, Val Verde County Judge Efrain V. Valdez was elected Mayor of the City of Del Rio to serve from 2006-2010; and

**WHEREAS**, he was elected judge of the County of Val Verde serving from 2015-2018; and

**WHEREAS**, Val Verde County Judge Efrain V. Valdez has earned the distinction of serving as both the Mayor of the City of Del Rio and the Judge of the County of Val Verde, Texas; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VAL VERDE COUNTY COMMISSIONERS COURT:**

Section 1. The members of this honorable body, both individually and collectively, do hereby extend their appreciation to Val Verde County Judge Efrain V. Valdez for his service to this community.

Section 2. The County Clerk of this Commissioners Court shall transmit a copy of this Resolution to the Honorable Efrain V. Valdez.

**PASSED and APPROVED** this 12<sup>th</sup> day December, 2018.

HONORABLE ROBERT "BEAU" NETTLETON  
COUNTY JUDGE, PRO TEM

HONORABLE MARTIN WARDLAW  
COUNTY COMMISSIONER, PCT. 1

HONORABLE LEWIS G. OWENS  
COUNTY COMMISSIONER, PCT. 2

HONORABLE ROBERT NETTLETON  
COUNTY COMMISSIONER, PCT. 3

HONORABLE GUSTAVO FLORES  
COUNTY COMMISSIONER, PCT. 4

ATTEST:  
  
HONORABLE GENEROSA GRACIA RAMON  
COUNTY CLERK



#13

## LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The **ABO ADULT Kickball League** ("Lessee"), for the lease of premises known as (60 acres). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Tuesday, December 18, 2018 and shall terminate on Thursday, February 28, 2019.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Greg Martinez and sent by certified mail to 914 E. Virginia Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 200.00 for time specified payable in advance due on December 18, 2018. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of **\$1,000,000** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

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7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

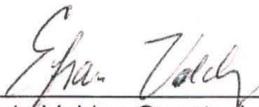
#13

material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17. Description of property: Frontera Ln. Sport Complex

18. **NO BLANK SPACES:** BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.

EXECUTED on this 12 day of December, 2018.

  
\_\_\_\_\_  
Efrain Valdez County Judge  
On behalf of Val Verde County

  
\_\_\_\_\_  
Greg Martinez  
On Behalf of the ABO Youth NFL  
Flag Football League

Presented to Val Verde Commissioners Court on 12/12/18 and made a part of the court's minutes.

#14

## LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The **ABO ADULT Flag Football League** ("Lessee"), for the lease of premises known as (60 acres). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Sunday, December 16, 2018 and shall terminate on Sunday, March 3, 2019. **SUNDAYS ONLY**

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Greg Martinez and sent by certified mail to 914 E. Virginia Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 200.00 for time specified payable in advance due on December 16, 2018. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of **\$1,000,000** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

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material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17. Description of property: (60 acres) located at 2414 Dodson Ave.

**18. NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 12 day of December, 2018.

  
\_\_\_\_\_  
Efrain Valdez County Judge  
On behalf of Val Verde County

  
\_\_\_\_\_  
Greg Martinez  
On Behalf of the ABO Youth NFL  
Flag Football League

Presented to Val Verde Commissioners Court on 12, 12, 18 and made a part of the court's minutes.

#17

(PROPOSED)

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND RELATED  
ACTIVITIES

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF  
LOCAL GOVERNMENT

CHAPTER 243. MUNICIPAL AND COUNTY AUTHORITY TO REGULATE SEXUALLY  
ORIENTED BUSINESS

Sec. 243.001. PURPOSE; EFFECT ON OTHER REGULATORY AUTHORITY.

(a) The legislature finds that the unrestricted operation of certain sexually oriented businesses may be detrimental to the public health, safety, and welfare by contributing to the decline of residential and business neighborhoods and the growth of criminal activity. The purpose of this chapter is to provide local governments a means of remedying this problem.

(b) This chapter does not diminish the authority of a local government to regulate sexually oriented businesses with regard to any matters.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 837, Sec. 1, eff. Aug. 28, 1989.

Sec. 243.002. DEFINITION. In this chapter, "sexually oriented business" means a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or other commercial enterprise the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 837, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 507, Sec. 4, eff. June 13, 1991.