

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)



VAL VERDE COUNTY COMMISSIONER'S COURT MINUTES

JULY 27TH SPECIAL TERM, A.D. 2016

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

BE IT REMEMBERED that on this the 27TH day of July A.D. 2016 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 **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon - Absent, 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. The Court recited the Pledge of Allegiance to the Flag.

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:

Judge Efrain Valdez, County Judge

4. Discussion and act on Proposed County Judge budget for 2016-2017.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES
N/A			Presentation & Discussion Only--		
			No Action.		

MOTION KEY:
 EFRAIN V VALDEZ=
 EVV
 COMM RAMON=R
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

COUNTY JUDGE

EP Judge's Staff

YM Judge's Staff

A COMM. PRCT# 1

COMM. PRCT# 2

COMM. PRCT# 3

COMM. PRCT# 4

ATTENDING

COUNTY

STAFF/DEPTS:

AM 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

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

Judge Efrain Valdez, County Judge and Gustavo Flores, County Commissioner Pct. 4

5. Discussion and possible action to rent building for Veterans office.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-291	F	N	Motion to approve Lease with		O,N,F		
			Amistad Bank for \$900 per month,		E V V		
			Plus utilities effective 8/1/2016 and				
			Authorize the Judge to sign.				

Gustavo Flores, Commissioner Pct. 4

6. Discussion and possible action concerning pay rise of Community Center Coordinator, Sandra Velez.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-292	F	N	Motion to set the base pay for this		N,F	O	
			Position at \$25,000 .		E V V		

7. Discussion and possible action concerning the Old Ferry Road.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N/A			Tabled until after				
			Executive Session.				

Joe Frank Martinez, County Sheriff

8. Discussion and possible action on requesting authorization to apply for and accept the National Incident-Based reporting, System (NIBRS) grant; to include the Resolution.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-293	O	N	Motion to Approve and authorize		O,N,F		
			The Judge to sign.		EVV		

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

Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

Rogelio Musquiz Jr., County Purchasing Agent

9. Discussion and possible action regarding the execution of a contract between Val Verde County Texas, and Allbrite Construction of Texas for the new construction of the Westgate DCC, L.A.F.B. TX.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-294	N	O	Motion to Approve as presented		O,N,F,		
			And authorize the Judge to sign.		EVV		

10. Discussion and possible action regarding the date of August 10th 2016 as the official date of the "Notice to Proceed" letter for the Westgate DCC project.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-295	N	O	Motion to Authorize the Judge to send letter of Notice to proceed		O,N,F		
			8/10/16 to Allbrite Construction on.		EVV		
			Westgate LAFB DCC project.				

11. Discussion and possible action regarding authorization to make out of cycle payment for the Westgate DCC project.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-296	F	N	Motion to Approve as Presented.		O,N,F		
					EVV		

12. Discussion and possible action regarding the change order approval process for the Westgate DCC project.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-297	N	O	Motion to Approve and authorize County Judge and Roy Musquiz To sign.		O,N,F,		
					EVV		

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Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

13. Discussion and possible action regarding the authorization and delegated authorization for the submission process to the Defense Economic Adjustment Assistance Grant (DEAAG).

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-298	N	F	Motion to Approve &				
			Authorize Judge and/or		O,N,F		
			County Auditor to sign.		EVV		

14. Discussion and possible action regarding the appointment of two individuals which would represent Val Verde County at the bi-weekly Westgate DCC project progress meetings.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-299	N	F	Motion to Appoint Roy Musquiz		O, N, F		
			and Eloy Padilla to represent Val		E V V		
			Verde County at progress				
			Meetings of Westgate DCC				
			Project.				

15. Discussion and possible action regarding on the recommendation from the RFQ selection committee to award a contract to selected firm to provide Architectural, Engineering, Construction Testing and Resident Project Representative Service for the Westgate DCC project.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-300	N	F	Motion to Accept Carrillo & Associates		O,N,F		
			Contract after review by County		EVV		
			Attorney and authorize the Judge to Sign.				

Frank Lowe, County Auditor

16. Discussion and possible action on hiring and setting a salary for the new Auditor starting August 1st 2016.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
#16-301	O	N	Motion to ratify the Order to hire		O,N,F		
			New Auditor and setting salary		EVV		
			Effective August 1, 2016.				

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Approved: Regular Meeting 8/8/2016 (Tabled: 7/11/16)

Ana Markowski Smith, County Attorney

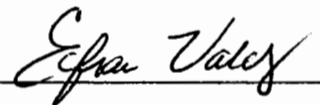
17. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

ORDER	MOTION	2 ND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N/A			No action taken after				
			Executive Session.				

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 Meetings Act (Chapter 551 of the Texas Government Code that justifies executive session treatment.

The foregoing, recorded in Volume 46, pages 826-839, inclusive, was on this the 08th day of August A.D. 2016, read and is hereby **APPROVED**.

Respectfully submitted,



Efrain V. Valdez, County Judge
Val Verde County, Texas



ATTEST:



GENEROSA GRACIA-RAMON
COUNTY CLERK

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; 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

Special Meeting
Old County Court at Law Bldg.
207B E. Losoya Street
Del Rio, TX

July 27, 2016
9:00 A.M.

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.

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

4. Discuss and act on Proposed County Judge budget for 2016-2017.

Efrain Valdez, County Judge and Gustavo Flores, County Commissioner Pct. 4

5. Discussion and possible action to rent building for Veterans office.

Gustavo Flores, Commissioner Pct. 4

6. Discussion and possible action concerning pay rise of Community Center Coordinator, Sandra Velez.
7. Discussion and possible action concerning the Old Ferry Road.

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8. Discussion and possible action on requesting authorization to apply for and accept the National Incident-Based reporting, System (NIBRS) grant; to include the Resolution.

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10. Discussion and possible action regarding the date of August 10th 2016 as the official date on the "Notice to Proceed" letter for the Westgate DCC project.
11. Discussion and possible action regarding authorization to make out of cycle payment for the Westgate DCC project.
12. Discussion and possible action regarding the change order approval process for the Westgate DCC project.
13. Discussion and possible action regarding the authorization and delegated authorization for the submission process to the Defense Economic Adjustment Assistance Grant (DEAAG).
14. Discussion and possible action regarding the appointment of two individuals which would represent Val Verde County at the bi-weekly Westgate DCC project progress meetings.
15. Discussion and possible action on the recommendation from the RFQ selection committee to award a contract to selected firm to provide Architectural, Engineering, Construction Testing and Resident Project Representative Service for the Westgate DCC project.

Frank Lowe, County Auditor

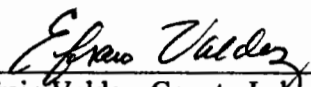
16. Discussion and possible action on hiring and setting a salary for the new Auditor starting August 1st 2016.

Ana Markowski Smith, County Attorney

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

P.O. Box 4250 • Del Rio, TX 78841

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.



Efrain Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, July 22, 2016 at
4:05 PM

FILED

2016 JUL 22 PM 4:05

GENEROSA GRACIA RAMON
VAL VERDE COUNTY CLERK

BY  DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

VOL. 46 PAGE 828

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 22nd day of July, 2016, at 9:00'clock a.m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



A handwritten signature in cursive script, reading "Generosa Gracia-Ramon", written over a horizontal line.

Generosa Gracia-Ramon
Val Verde County Clerk

COMMERCIAL LEASE AGREEMENT

1. Introduction.

1.01 This Lease Agreement (hereinafter called Agreement) entered into as of the 10 day of August, 2016, by and between Amistad Bank, hereinafter called Lessor, and Val Verde County, Texas, hereinafter called Lessee. In consideration of the mutual covenants contained herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term hereinafter stated and subject to all the covenants and conditions of this agreement, the following described property and all the improvements situated thereon located in Val Verde County, Texas (hereinafter referred to as the "Premises"):

Being Lessor's doublewide mobile home located in the southeast corner of Lot 1, Amistad Bank Commercial Subdivision, an addition to the City of Del Rio, Val Verde County, Texas, according to a map or plat thereof (and being located at the corner of East 11th Street and Avenue G, Del Rio, Texas), along with the following parking spaces:

- a. Approximately 5 parking spaces located along 11th Street, Del Rio, Texas and adjacent to the doublewide mobile home; and
- b. No more than 10 parking spaces located to along the North side and adjacent to the rear of doublewide mobile home.

However, the parties agree the Lessor shall sole and exclusive access, use and control of one office within the Premises (being in the rear of Lessor's doublewide mobile home) for storage of the Lessor's personal property.

2. Term.

2.01 This Agreement shall be for a term of 12 months beginning on the day of August, 2016.

3. Rental.

3.01 The monthly rental payable to Lessor for the term hereof shall be \$900. Lessee shall pay the rent monthly in advance to Lessor at 1301 Veterans Blvd, Del Rio, Texas. Except as specifically provided for herein or by law, Lessee must timely pay the full rental amount without demand, deduction, or offset. If Lessor does not receive the full rental sum by the due date, Lessee shall pay Lessor a late charge equal to 10% of the amount due.

4. Taxes, Utilities and Insurance.

4.01 Lessee shall, as further consideration for this lease, pay and discharge all taxes, general and special assessments, and any other charges of every description which during the

Court Approved

7.27.2016

Page 1

term of this lease may be levied on or assessed against the Lessee's personal property, any interest therein, and all improvements or other property thereon which belongs to Lessee.

4.02 Lessee shall during the term hereof pay all charges for telephone, gas, electricity, water, and other utilities used in or on the leased premises and for the removal of rubbish therefrom before they shall become delinquent and shall hold Lessor harmless from any liability therefor. Lessee shall also pay all janitorial and grounds keeping services for the leased premises and shall maintain the improvements and grounds in a clean and attractive manner at all times.

4.03 Lessee may make reasonable use of Lessor's trash dumpsters located on Lessor's property.

4.04 Lessee, at its own expense, also shall provide and maintain in force during the term of this lease, liability insurance with a combined single limit in an amount no less than \$1,000,000, naming Lessor as an additional insured, with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish Lessor with certificates of all insurance required by this section.

4.05 Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Lessor and Lessee hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the demised premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

5. Repairs.

5.01 Unless specified in paragraph 5.02, Lessee shall keep and maintain in good repair all portions of the premises, including replacement of equipment if necessary, at Lessee's own cost and expense, throughout the term of this lease and all renewals and extensions thereof.

5.02 Lessor shall maintain in good condition the roof and exterior walls of the premises. In the event air conditioning, heating equipment, or plumbing facilities must be replaced, Lessor will pay the reasonable and necessary costs of replacement; nonetheless Lessee will pay the cost of repairing such equipment at a cost not to exceed \$300 per month.

6. Alterations.

6.01 Lessee agrees that it will not make or allow to be made any alterations, physical additions or improvements in or to the Premises, including signs, without first obtaining the written consent of Lessor.

6.02 Only upon the mutual agreement of Parties, may Lessee make alterations or repair to the Premises. Once an agreement between the Parties is reached, Lessee deduct a portion of the actual cost of the materials and labor supplied by a third party from the monthly rental due to Lessor, provided the following conditions are satisfied:

- a. Lessee is not in default on the Lease;
- b. Lessor has approved of the Lessee's requested alteration or repair in advance of the work being performed; and
- c. Lessee provides Lessor with all receipts, invoices, bills, and other evidence of costs as may be requested by Lessor to establish the cost of the repair or alterations.

7. CONDITION OF PREMISES AND DISCLAIMER OF WARRANTIES.

7.01 LESSEE AGREES TO ACCEPT POSSESSION OF THE DEMISED PREMISES IN THEIR PRESENT CONDITION, AS IS, WITH ALL FAULTS, AND AGREES TO ALLOW FOR CHANGES IN SUCH CONDITIONS WHICH MAY OCCUR BY REASONABLE DETERIORATION BETWEEN THE DATE HEREOF AND THE DATE THAT LESSEE ACTUALLY OCCUPIES THE PREMISES. LESSEE HEREBY WAIVES ANY IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF SUITABILITY FOR THEIR INTENDED COMMERCIAL PURPOSES.

7.02 Landlord does not represent or warrant that the Premises conform to applicable restrictions, ordinances, parking requirements, or any other matter relating to Lessee's intended use of the Premises. Lessee further represents and warrants that Lessee has inspected the Premises and is satisfied that the Premises satisfy its intended use and is not relying upon any representation or statement by Lessor, if any, concerning the Premises conditions.

8. Subordination.

8.01 Lessee hereby specifically covenants and agrees that this lease shall be subject and subordinate to any mortgage or mortgages which are now or shall at any future time be placed upon the premises or improvements thereon and to any and all renewals and extensions thereof. Lessee agrees to execute any instrument deemed necessary by Lessor to further affect the subordination of this agreement to any such security interest.

9. Default.

9.01 All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. If Lessee breaches this lease, Lessor shall have the following remedies, in addition to any other rights or remedies provided by law. Lessor may terminate this lease, in which event Lessee shall immediately surrender the premises to Lessor, and may remove all persons and property therefrom, without being liable for prosecution or

any claim for damages. If Lessee fails to pay rent within five (5) days after due date, Lessor may change the door locks on the premises. Lessor will not be required to provide a new key until Lessee has paid all amounts due under this lease at the time Lessee obtains the key.

10. Assignment, Sublease, and Use.

10.01 Lessee shall not without prior written consent and approval of Lessor assign this agreement or sublease the premises. In the event of any assignment or sublease, the assignee must assume in writing all of Lessee's obligations under this lease, and Lessee shall remain liable for each and every obligation under this lease.

10.02 Lessee shall only use the Premises for general office use for its employees. The Premises shall not be used for the purpose of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

10.03 Lessor may enter the Premises for purposes of inspection during Lessee's normal business hours and may access the Premises at any time to access the office reserved to Lessor and to retrieve or place therein Lessor's personal property.

11. Destruction of the Premises.

11.01 If the building or other improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

a. If the building on the leased premises should be totally destroyed by such casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within 90 days from the date of the written notification this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said written notification.

b. If the building or other improvements on the leased demises should be damaged by such casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 90 days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not terminate but Lessor shall, if the casualty has occurred prior to the final 3 months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair such building and other improvements to substantially the condition in which they existed at the beginning of term of the lease. If the casualty occurs during the final 3 months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should

fail to complete such rebuilding or repairs within 90 days from the date of the written notification, Lessee may at Lessee's option terminate this lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease, effective the date of this written notice.

c. In the event of such casualty, Lessor has no duty to repair or replace Lessee's property.

11.02 If the building or other improvements on the leased premises are damaged or destroyed by any casualty which is the fault of Lessee, his agents, employees, invitees, licensees, or guests, Lessee's obligations under this lease shall continue in full force, without abatement of rent.

11.03 (a) If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

(b) If less than all of the leased premises shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably.

(c) Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

12. Holding Over.

12.01 Upon the termination of this agreement for any reason, Lessor shall have the right to reenter and resume possession of the leased premises. If Lessee should remain in possession of the premises after the termination of this agreement, without the execution by Lessor and Lessee of a new lease, then Lessee shall be deemed to be occupying the premises as a tenant at sufferance, subject to all the covenants of this agreement, and Lessee shall pay one and one-half times the rent reserved hereunder for the entire holdover period.

13. Miscellaneous.

13.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and


assigns where permitted by this agreement.

13.02 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 thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


13.03 Lessee takes this lease and the premises subject to all recorded easements and restrictions affecting the occupation and use thereof and subject to all statutes, ordinance, and regulations of governmental authorities.

13.04 Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked Person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

LESSEE:
Val Verde County, Texas


Its: _____

LESSOR:
Amistad Bank


Its: _____

#8

**COMMISSIONERS' COURT
OF VAL VERDE COUNTY, TEXAS**

RESOLUTION

**RESOLUTION IN SUPPORT OF NATIONAL INCIDENT-BASED
REPORTING SYSTEM (NIBRS) (CRIMINAL JUSTICE DIVISION)
2016 #3200601**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the National Incident-Based Reporting System (NIBRS) (Criminal Justice Division) 2016 #3200601 grant;

WHEREAS, Val Verde County Commissioners' Court understands that there is no matching fund requirements for the said project;

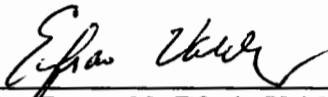
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Val Verde County assures that the funds will be returned to the Criminal Justice Division in full;

WHEREAS, the Val Verde County Commissioners' Court designates Val Verde County Judge Efrain Valdez as the grantee's Authorized Official and Sheriff Joe Frank Martinez as the Grant Performance Officer. The Authorized Official is given the power to review, sign, and accept all grant documents on behalf of Val Verde County; and,

WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Frank Lowe as the grantee's Financial Officer.

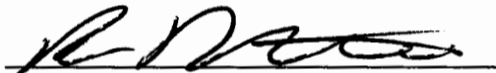
NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application National Incident-Based Reporting System (NIBRS) (Criminal Justice Division) 2016 #3200601, award.

PASSED, ADOPTED, APPROVED and FILED on this the 27th day of July, 2016.

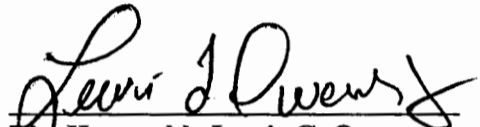


The Honorable Efrain Valdez
County Judge

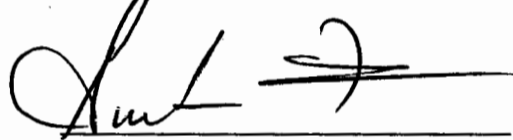
The Honorable Ramiro Ramon
Commissioner, Pct. #1



The Honorable Robert Beau Nettleton
Commissioner, Pct. #3




The Honorable Lewis G. Owens
Commissioner, Pct. #2



The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:



The Honorable Generosa Gracia-Ramon
County Clerk



#15

Request for Qualification Score Summary
Val Verde County LAFB West Gate DCC Project
Architecture, Engineering, Construction Testing and Resident Project Representative Service
July 25th. 2016 - 10:00am

	<u>Architecture Service</u> <u>C.W. Willis & Associates</u>	<u>Engineering Service</u> <u>Bain, Medina, Bain</u>	<u>Construction Testing Service</u> <u>Carrillo & Associates</u>	<u>Construction Testing Service</u> <u>Arias</u>	
No. 1	Carl Esser	91	92	92	90
No. 2	Eloy Padilla	95	89	95	90
No. 3	R. Musquiz Jr	89	91	96	91
No. 4		0	0	0	0
Total Score		275	272	283	271
Selected Firms.	<u>C.W. Willis & Associates</u>	<u>Bain, Medina, Bain</u>	<u>Carrillo & Associates</u>		

IN THE 63RD & 83RD JUDICIAL DISTRICT COURTS OF VAL VERDE COUNTY, TEXAS
FILED

STATE OF TEXAS

COUNTY OF VAL VERDE

2016 JUL 18 A 11: 15

ORDER APPOINTING COUNTY AUDITOR AND FIXING SALARY VAL VERDE COUNTY CLERK

On the 15th day of July, 2016, pursuant to the provisions of §84.003 of the Texas Local Government Code, the undersigned District Judges in Val Verde County, Texas, conducted a special meeting to consider the appointment of and setting the salary of the County Auditor of Val Verde County, Texas.

After considering the information submitted by the applicants for such position, the Court finds that **MATTHEW WEINGARDT** best meets the qualifications of such position as provided in §84.006 of the Texas Local Government Code.

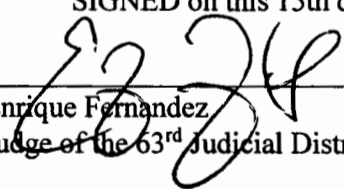
IT IS THEREFORE ORDERED that the said **MATTHEW WEINGARDT** is hereby appointed by the undersigned District Judges of Val Verde County, Texas, as COUNTY AUDITOR for Val Verde County, Texas for a two (2) year term beginning on October 1, 2016 and ending on October 1, 2018.

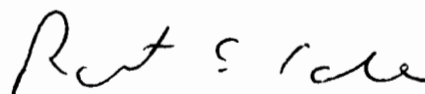
IT IS FURTHER ORDERED that the salary for the said **MATTHEW WEINGARDT** is hereby fixed at the sum of Eighty-Five Thousand Dollars per year and no/100 (\$85,000.00) (plus any applicable longevity and/or cost of living increases approved subsequent to October 1, 2016) effective August 1, 2016, said salary to be paid in bi-monthly installments out of the available General Funds of the County of Val Verde.

MATTHEW WEINGARDT will begin his employment with Val Verde County on August 1, 2016 and will assume the role of County Auditor for Val Verde County effective October 1, 2016.

IT IS FURTHER ORDERED that the District Clerk of Val Verde County, Texas shall record this order in the Official Minutes of this Court and certify said Order to the Val Verde County Commissioners Court. The Commissioners Court shall record this Order in its Official Minutes and cause to be issued an order directing the payment of the County Auditor's salary as set out herein.

SIGNED on this 15th day of July, 2016.


Enrique Fernandez
Judge of the 63rd Judicial District Court


Robert E. Cadena
Judge of the 83rd Judicial District Court

FILED
At 8:20 O'Clock A M
JUL 15 2016
JO ANN CERVANTES
District Clerk - Val Verde Co.