



COMMISSIONER'S COURT MINUTES

NOVEMBER 14TH, 2016 REGULAR TERM, A.D. 2016

1. CALL TO ORDER.

2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 14th day of November 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 **REGULAR 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, 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.
4. Approving Minutes of Previous Meeting(s):

No Minutes Presented

ORDER
N/A

| MOTION | 2 ND | | AYES | NOES | TABLE |
|--------|------|--|------|------|-------|
| | | | | | |
| | | | | | |
| | | | | | |

5. CITIZENS' COMMENTS:

1. Andrea Pendergrass spoke in reference to horses at fairgrounds.
2. _____
3. _____
4. _____
5. _____

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

ATTENDING

COUNTY STAFF/DEPTS:

- COUNTY ATTY
- DM* COUNTY ATTY STAFF
- SS* COUNTY ATTY STAFF
- DISTRICT CLERK
- IT*
- SHERIFF
- SHERIFFS STAFF
- AUDITOR
- TREASURER
- PURCHASING
- HR
- TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- EMERGENCY MGMT
- JP #1
- JP #2
- JP #3
- JP #4
- OTHER _____

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

PUBLIC HEARING
November 14, 2016 at 9:15 A.M.
County Court at Law Building 207 E. Losoya St.
Del Rio, TX. 78840

Roger Cerny, holding Public Hearing regarding the proposed order adopting rules of Val Verde County Texas for on – site sewage facilities.

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 V. Valdez, County Judge

6. Progress report for DEAAG grant – LAFB West Gate. Presented by R. Musquiz.

**ORDER
N/A**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|------|------|------|
| | | | Presentation Only. | | | | |
| | | | | | | | |
| | | | | | | | |

[Clerk's note: After citizen's comments elected officials' comments moved to line item #37 before item #6]

7. Discussion and possible action on rescinding the resolution between the City of Del Rio Nutrition & Social Services for the Elderly, and Val Verde County to apply for the Texas Department of Agriculture Grant – Texans Feeding Texans.

**ORDER
#16-459**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| O | N | | Motion to rescind previous Resolution. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

8. Discussion and possible action on approving the resolution between the City of Del Rio Nutrition & Social Services for the Elderly, requesting \$2,087.00 grant from Val Verde County to apply for the Texas Department of Agriculture Grant – Texans Feeding Texans.

ORDER
#16-460

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-------------------------------|--------|-----------------|------|------|
| O | R | | Motion to approve Resolution. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

9. Chris Watson, Senior Energy Advisor from Energy by 5, presentation on future electricity contract opportunities.

ORDER
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|------|------|------|
| | | | Presentation only. | | | | |
| | | | | | | | |
| | | | | | | | |

10. Dan Riley, Discussion and possible action on the construction arch at the gate of Loma De La Cruz Cemetery.

ORDER
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NO | ABST |
|--------|------|-------|--|--------|------|----|------|
| | | | County will take care of installation of sign once name is presented as per Commissioner Owens. No action taken. | | | | |
| | | | | | | | |
| | | | | | | | |

11. Discussion and possible action to approve Airmed Care invoice for the amount of \$8,015.300.

ORDER
#16-461

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------------|------|------|
| R | O | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

12. Discussion and possible action on authorizing payment for the Texas Judicial Academy membership dues.

ORDER
#16-462

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------------|------|------|
| N | F | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

13. Discussion and possible action on 2016 budget amendments.

ORDER
#16-463

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| R | N | | Motion to approve \$500,000 line of Credit for Westgate project. | | EVV, R, O, N, F | | |

ORDER
#16-464

| | | | | | | | |
|---|---|--|--|--|-----------------|--|--|
| R | O | | Motion to approve \$17,500 budget Amendment for Escondido Water Project. (See Agenda Item #27) | | EVV, R, O, N, F | | |
|---|---|--|--|--|-----------------|--|--|

Robert E. Cadena, 83rd Judicial District Judge

14. Discussion and possible action regarding agreement with Westlaw and addition of licenses.

ORDER
#16-465

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------------|------|------|
| O | N | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |

Hilda C. Lopez, Justice of the Peace, Pct. 4

15. Discussion and possible action on approval of purchase order to purchase a laptop computer. Payment to be made from Justice of the Peace, Pct. 4 Technology Fund.

ORDER
#16-466

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|-----------------|------|------|
| N | F | | Motion that JP4 amend her pending Budget to include purchase, file the Amended Budget and it is approved. | | EVV, R, O, N, F | | |

ORDER
#16-467

| | | | | | | | |
|---|---|--|---------------------|--|-----------------|--|--|
| N | R | | Amend filed budget. | | EVV, R, O, N, F | | |
|---|---|--|---------------------|--|-----------------|--|--|

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

Lewis G. Owens Jr., County Commissioner Pct. 2

16. Discussion and possible action on lease agreement between Val Verde County and the South Texas Bullriding Thanksgiving Bull Bash for the use of the Val Verde County Fairgrounds. (November 26, 2016).

ORDER #16-468

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|----------|----------|-------|---------------------------|--------|------------------------|------|------|
| N | O | | Motion to Approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

17. Discussion and possible action on the lease agreement between Val Verde County and the Queen City Boomers Soft ball team for the use of the Alcoa field for a softball tournament on (November 20, 2016).

ORDER #16-469

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|----------|----------|-------|---------------------------|--------|------------------------|------|------|
| N | O | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

18. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio Elite Academy Soccer League for the use of the 60 acres.

ORDER #16-470

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|----------|----------|-------|---|--------|------------------------|------|------|
| N | O | | Motion to approve lease agreement. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

19. Discussion and possible action on inspection of Fire Department.

ORDER N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|------|------|------|
| | | | Presentation and discussion only. No action required. | | | | |
| | | | | | | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

20. Discussion and possible action on roof repairs at Sheriff's Office.

**ORDER
#16-471**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------|--------|-----------------|------|------|
| O | N | | Motion to approve as presented. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

Gustavo Flores, County Commissioner Pct. 4

21. Discussion, consideration, and Dannenbaum possible action to approve Supplemental Agreement No. 2 to the Main Contract to extend Dannenbaum Engineering Corp. contract expiration date for Val Verde County Frontera Road Project (Lionel Martinez Boulevard to Alderete Lane – 2.504 Miles), TXDOT CS-0922-11-032, as approved by TxDOT Laredo District Project Manager from December 31, 2016 to December 31, 2020 with authorization for the County Judge to sign all appropriate documentation.

**ORDER
#16-472**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------------------------|--------|-----------------|------|------|
| N | F | | Motion to approve contract extension | | EVV, R, O, N, F | | |
| | | | And authorize the Judge to sign. | | | | |
| | | | | | | | |

22. Discussion, consideration, and possible action to approve Supplemental Work Authorization No. 2 to the Work Authorization No. 1 to extend Dannenbaum Engineering Corp. contract expiration date for Val Verde County Frontera Road Project (Lionel Martinez Boulevard to Alderete Lane – 2.504 Miles), TXDOT CS-0922-11-032, as approved by TxDOT Laredo District Project Manager from December 31, 2016 to December 31, 2020 with authorization for the County Judge to sign all appropriate documentation..

**ORDER
#16-473**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| F | N | | Motion for County Judge to sign work authorization No. 2 for Frontera Road | | EVV, R, O, N, F | | |
| | | | Project as approved by TxDot Laredo. | | | | |
| | | | | | | | |

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

23. Discussion and possible action regarding execution of MOU with Texas Rio Grande Legal Aid for use of the community center.

ORDER
#16-474

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|-----------------|------|------|
| F | N | | Motion to approve MOU from 11/15/2016 to November 15, 2017 with Texas Rio Grande Legal Aid for use of Community Center and authorize the Judge to sign. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

Antonio Fax III, Justice of the Peace Precinct 2

24. Discussion and possible action on approval of purchase order for the purchase of a Lenovo laptop computer in the amount of \$948.69. Payment to be made from the Justice of the Peace, Precinct 2 Technology Fund that supports the purchase and maintenance of technology enhancements for justice courts as provided by Article 102.0173(d)(2) of the Code of Criminal Procedure.

ORDER
#16-475

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|------------------------------------|--------|-----------------|------|------|
| O | F | | Motion To rescind and amend budget | | | | |
| | | O | As long as budget has been filed. | N | EVV, R, O, N, F | | |
| | | | | | | | |

[Clerk's note: Court took a break from 10:00 a.m. to 10:15 a.m.]

Generosa Garcia-Ramon, Val Verde County Clerk

25. Discussion and possible action on setting date for canvassing of the November 8, 2016 General Election returns, declaring results and other matters in connection therewith. (Date for canvassing must be between November 16 and November 22).

ORDER
#16-476

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| N | F | | Motion to set canvassing meeting for November 21 st , 2016, 9 a.m. Commissioner's Courtroom | | EVV, R, O, N, F | | |
| | | | | | | | |

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

26. Discussion and possible action on authorization for County Auditor to pay election workers out of cycle for November 8, 2016 General Election.

ORDER
#16-477

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------|--------|-----------------|------|------|
| N | F | | Motion to approve as presented. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

Rogelio R. Musquiz Jr., County Purchasing Agent

27. Discussion and possible action regarding the Water Project budget line item.

ORDER
#16-478

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| R | N | | Motion to approve line of credit budget line item. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

[Clerk's notes: back to line item #13 and line item #15]

28. Discussion and possible action regarding the tire disposal (solid waste) budget line item.

ORDER
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|------------------|--------|------|------|------|
| | | | No action taken. | | | | |
| | | | | | | | |
| | | | | | | | |

29. Discussion and possible action regarding update of AT&T wireless date plan to include an iPhone 6s for Jaime Roman, Forman Pct. 3.

ORDER
#16-479

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------------|------|------|
| N | O | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

30. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

ORDER
#16-480

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------|------|------|
| N | F | | Motion to approve. | | EVV, N, F | R | |
| | | | | | | | |
| | | | | | | | |

[Clerk's note: Commissioner Owens was not present during the voting on this Agenda Item.]

31. Discussion and possible action regarding the payment to card service for \$140.00 of interest due to delayed invoice.

ORDER
#16-481

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|-------------|------|------|
| N | F | | Motion to approve payment and Mr. Musquiz will continue to sort Out interest charges. | | EVV,O, N, F | R | |
| | | | | | | | |
| | | | | | | | |

32. Discussion and possible action regarding the copier contract for the County Agent's office.

ORDER
#16-482

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|-----------------|------|------|
| N | R | | Motion to purchase copier with Maintenance plan for County Agent's Office | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

33. Discussion and possible action regarding capital outlay expenditures.

| | | |
|--------------------------|--------------|------------------|
| Office Equipment | \$ 350.00 | Human Resources |
| Computer Equipment | \$ 2,700.00 | Purchasing Dept. |
| Computer Laptop (Grants) | \$ 900.00 | Contingency |
| Center Expansion | \$150,000.00 | Community Center |

ORDER
#16-483

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------|--------|-----------------|------|------|
| N | R | | Motion to Approve as presented. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

34. Discussion and possible action regarding future Energy pricing purposed from GLO.

**ORDER
#16-484**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------------|--------|-----------------|------|------|
| N | F | | Motion to accept pricing proposal for | | EVV, R, O, N, F | | |
| | | | Extension for 24 months regarding | | | | |
| | | | Energy pricing purposed from GLO | | | | |

Roger Cerny, County Risk Management Officer

35. Clarification of policy regarding maintenance of county right of ways with respect to view obstructing trees and brush.

**ORDER
#16-485**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------------------------|--------|-------------|------|------|
| O | F | | Motion to approve notifying precinct | | EVV,R,O,N,F | | |
| | | | Foreman of any right of way issues | | | | |
| | | | In the precinct. | | | | |

36. Discussion and possible action on the proposed order adopting rules of Val Verde County, Texas for On-Site sewage facilities.

**ORDER
#16-486**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|-----------------|------|------|
| N | R | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

37. Discussion and possible action on request made by Sarah Howard National Park Service Biologist for use of county land.

**ORDER
#16-487**

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|------------------------------------|--------|-----------------|------|------|
| N | O | | Motion to authorize use, amend the | | EVV, R, O, N, F | | |
| | | | Inter-local, and authorize | | | | |
| | | | Judge to sign. | | | | |

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

38. Discussion and possible action requesting County Judge's signature on TAC coverage renewal application.

ORDER
#16-488

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|-------------------------------------|--------|-----------------|------|------|
| N | O | | Motion to authorize County Judge to | | EVV, R, O, N, F | | |
| | | | Renew TAC coverage and sign. | | | | |
| | | | | | | | |

Jerry Rust, County Fire Chief

39. Discussion and possible action on requesting permission to accept donations from:

Kinney- Val Verde County Farm \$1,000.00
Texas Farm Mutual- \$100.00

ORDER
#16-489

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| N | O | | Motion to accept donations, set aside | | EVV, R, O, N, F | | |
| | | | In a Special Account and to carry over | | | | |
| | | | year to year amount not spent. | | | | |

Graciela Monday, County Librarian

40. Discussion and possible action regarding Hoopla/Midwest tape agreement with the attached limits.

ORDER
#16-490

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------------------|--------|-----------------|------|------|
| N | O | | Motion to approve agreement as | | EVV, R, O, N, F | | |
| | | | Presented. | | | | |
| | | | | | | | |

41. Discussion and possible action regarding acceptance of check donation from Mr. Frank Larson, in the amount of \$175.00.

ORDER
#16-491

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|----------------------------|--------|-----------------|------|------|
| O | N | | Motion to accept donation. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

Aaron Rodriguez, County Treasurer

42. Monthly Treasurer's Report

| ORDER #16-492 | MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|------------------|--------|------|-------|-----------------|-------------------|------|-----------------|------|
| | | R | F | | Motion to approve | | EVV, R, O, N, F | |
| | | | | | | | | |
| | | | | | | | | |

Juanita Barrera, County HR Director

43. HR Monthly Report.

- A. Commissioner Ramiro Ramon, Pct. 1, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to David Medina, Truck Driver with an annual salary of \$21,450.00 effective October 17, 2016. Mr. Medina is replacing Jose Martinez, who resigned.
- B. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Rosa Benavidez, 1st Assistant Auditor with an annual salary of \$62,115.96 effective October 31, 2016. Ms. Benavidez has been promoted to replace Teresa Lowe who retired.
- C. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Mary Hernandez, 2nd Assistant Auditor with an annual salary of \$50,759.60 effective October 31, 2016. Ms. Hernandez has been promoted to replace Rosa Benavidez who was promoted.
- D. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Nancy Gamez, 3rd Assistant Auditor with an annual salary of \$35,474.84 effective October 31, 2016. Ms. Gamez has been promoted to replace Mary Hernandez.
- E. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Rebecca Vasquez, 4th Assistant Auditor with an annual salary of \$28,502.50 effective October 31, 2016. Ms. Vasquez is replacing Nancy Gamez who was promoted.

| ORDER #16-493 | MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|------------------|--------|------|-------|-----------------|---------------------------------------|------|-----------------|------|
| | | N | R | | Motion to approve report as presented | | EVV, R, O, N, F | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

44. Discussion and possible action on approving January 2, 2017 as an official county holiday.

ORDER
#16-494

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------|--------|--------------|------|------|
| R | N | | Motion to approve. | | EVV, R, N, F | O | |
| | | | | | | | |
| | | | | | | | |

Matthew Weingardt, County Auditor

45. Monthly Auditor's Report.

ORDER
#16-495

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------|--------|-----------------|------|------|
| N | F | | Motion to approve as presented. | | EVV, R, O, N, F | | |
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| | | | | | | | |

46. Discussion and possible action on auditing firm approval.

ORDER
#16-496

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--------------------------------------|--------|-----------------|------|------|
| N | O | | Motion to approve the auditing firm: | | EVV, R, O, N, F | | |
| | | | Patillo, Brown, Hill – Full Audit | | | | |
| | | | | | | | |

47. Discussion and possible action on DWI Grant refund.

ORDER
#16-497

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| N | F | | Motion to refund DWI Grant up to \$1,500 | | EVV, R, O, N, F | | |
| | | N | Up to \$1600 out of contingency. | F | | | |
| | | | | | | | |

48. Discussion and possible action on expired check payable to Sergio Orozco Ph.D. in 2011.

ORDER
#16-498

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|-----------------|------|------|
| N | R | | Motion to re-issue expired check in the | | EVV, R, O, N, F | | |
| | | | amount of \$800 to Dr. Orozco for line | | | | |
| | | | Item in 2011. | | | | |

[Clerk's note: from here, went to addendum]

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

Ana Markowski Smith, County Attorney

- 49. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
- 50. 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.
- 51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (B), attorney/client consultation regarding a settlement offer 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.

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

ORDER
N/A

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---|--------|------|------|------|
| | | | No action taken during executive session. | | | | |
| | | | | | | | |
| | | | | | | | |

| |
|---|
| EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 _____ |
| OTHER _____ BEGAN @ _____ ENDED @ _____ BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: _____ |

52. Approving subdivision plats.

ORDER
#16-499

| MOTION | 2 ND | PRCT | OWNER/PROPERTY DESCRIPTION | SUBMIT | AYES | NOES | ABST |
|--------|------|------|---------------------------------|--------|-----------------|------|------|
| N | R | | Motion to approve as presented. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

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

53. Approve Certificates of Compliance.

ORDER
N/A

| MOTION | 2 ND | PRCT | OWNER/PROPERTY DESCRIPTION | ACCEPT | AYES | NOES | ABST |
|--------|------|------|----------------------------|--------|------|------|------|
| | | | None presented. | | | | |
| | | | | | | | |
| | | | | | | | |

54. Approve monthly reports from elected officials.

ORDER
#16-500

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|---------------------------------|--------|-----------------|------|------|
| N | F | | Motion to approve as presented. | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

55. Approve bills for payment.

ORDER
#16-501

| MOTION | 2 ND | AMEND | AMENDMENT/NOTES | ACCEPT | AYES | NOES | ABST |
|--------|------|-------|--|--------|-----------------|------|------|
| N | R | | Motion to approve bills for payment to include: TRS out of #130287 contingency account for Mental Health and Services \$18,000 GEO | | EVV, R, O, N, F | | |
| | | | | | | | |
| | | | | | | | |

56. Elected official comments.

Commissioner Ramon commented about General Election, Owens as well as Commissioner Owens and County Judge.

57. Judge's Comments

Done in Agenda Item #56.

58. Adjourn: Meeting adjourned at 11:40 a.m.

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

ADDENDUM

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:

Nick Gebauer and Don Dison, Project Manager and Construction Manager

1. Presentation of the Rocksprings wind farm between Highways 277 and 377 north of Del Rio.

ORDER
#16-502

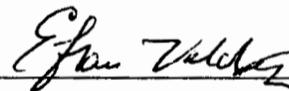
| MOTION | 2 ND | PRCT | OWNER/PROPERTY DESCRIPTION | ACCEPT | AYES | NOES | ABST |
|--------|------|------|----------------------------|--------|-----------------|------|------|
| R | N | | Motion to approve. | | EVV, R, O, N, F | | |
| | | | | | | | |

The foregoing, recorded in Volume 47, pages 646-752, inclusive, was on this the 9th day of January A.D. 2017, read and is hereby **APPROVED**.

Our next Regular Commissioners Court Meeting will be December 12, 2016, @ 9:00 a.m., Agenda

Items are due Wednesday, December 7, 2016 @ 12:00 noon

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
November 2016 REGULAR TERM

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

November 14, 2016 at 9:00 AM

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

PUBLIC HEARING
November 14, 2016 at 9:15 A.M.
County Court at Law Building 207 E. Losoya St.
Del Rio TX. 78840

Roger Cerny, holding Public Hearing regarding the proposed order adopting rules of Val Verde County Texas for on – site sewage facilities.

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

6. Progress report for DEAAG grant – LAFB West Gate.
7. Discussion and possible action on rescinding the resolution between the City of Del Rio Nutrition & Social Services for the Elderly, and Val Verde County to apply for the Texas Department of Agriculture Grant- Texans Feeding Texans.
8. Discussion and possible action on approving the resolution between the City of Del Rio Nutrition & Social Services for the Elderly, requesting \$2,087.00 grant from Val Verde County to apply for the Texas Department of Agriculture Grant- Texans Feeding Texans.
9. Chris Watson, Senior Energy Advisor from Energy by 5, presentation on future electricity contract opportunities.
10. Dan Riley, Discussion and possible action on the construction arch at the gate of Loma De La Cruz Cemetery.
11. Discussion and possible action to approve Airmed Care invoice for the amount of \$8,015.300.
12. Discussion and possible action on authorizing payment for the Texas Judicial Academy membership dues.
13. Discussion and possible action on 2016 budget amendments.

Robert E. Cadena, 83rd Judicial District Judge

14. Discussion and possible action regarding agreement with Westlaw and addition of licenses.

P.O. Box 4250 • Del Rio, TX 78841

Hilda C. Lopez, Justice of the Peace, Pct. 4

15. Discussion and possible action on approval of purchase order to purchase a laptop computer. Payment to be made from Justice of the Peace, Pct. 4 Technology Fund.

Lewis G. Owens Jr., County Commissioner Pct. 2

16. Discussion and possible action on lease agreement between Val Verde County and the South Texas Bullriding Thanksgiving Bull Bash for the use of the Val Verde County Fairgrounds. (November 26, 2016).
17. Discussion and possible action on lease agreement between Val Verde County and the Queen City Boomers Soft ball team for the use of the Alcoa field for a softball tournament on (November 20, 2016).
18. Discussion and possible action on lease agreement between Val Verde County and the Del Rio Elite Academy Soccer League for the use of the 60 acres.
19. Discussion and possible action on inspection of Fire Department.
20. Discussion and possible action on roof repairs at Sheriff's Office.

Gustavo Flores, County Commissioner Pct. 4

21. Discussion, consideration, and possible action to approve Supplemental Agreement No. 2 to the Main Contract to extend Dannenbaum Engineering Corp. contract expiration date for Val Verde County Frontera Road Project (Lionel Martinez Boulevard to Alderete Lane – 2.504 Miles), TxDOT CS-0922-11-032, as approved by TxDOT Laredo District Project Manager from December 31, 2016 to December 31, 2020 with authorization for the County Judge to sign all appropriate documentation.
22. Discussion, consideration, and possible action to approve Supplement Work Authorization No. 2 to the Work Authorization No. 1 to extend Dannenbaum Engineering Corp. contract expiration date for Val Verde County Frontera Road Project (Lionel Martinez Boulevard to Alderete Lane – 2.504 Miles), TxDOT CS-0922-11-032, as approved by TxDOT Laredo District Project Manager from December 31, 2016 to December 31, 2020 with authorization for the County Judge to sign all appropriate documentation.

23. Discussion and possible action regarding execution of MOU with Texas Rio Grande Legal Aid for use of the community center.

Antonio Faz III, Justice of the Peace Precinct 2

24. Discussion and possible action on approval of purchase order for the purchase of a Lenovo laptop computer in the amount of \$948.69. Payment to be made from the Justice of the Peace, Precinct 2 Technology Fund that supports the purchase and maintenance of technology enhancements for justice courts as provided by Article 102.0173(d)(2) of the Code of Criminal Procedure.

Generosa Garcia-Ramon, Val Verde County Clerk

25. Discussion and possible action on setting date for canvassing of the November 8, 2016 General Election returns, declaring results and other matters in connection therewith. (Date for canvassing must be between November 16 and November 22).
26. Discussion and possible action on authorization for County Auditor to pay election workers out of cycle for November 8, 2016 General Election.

Rogelio R. Musquiz Jr., County Purchasing Agent

27. Discussion and possible action regarding the Water Project budget line item.
28. Discussion and possible action regarding the tire disposal (solid waste) budget line item.
29. Discussion and possible action regarding update of AT&T wireless data plan to include an iPhone 6s for Jaime Roman, Forman Pct. 3.
30. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.
31. Discussion and possible action regarding the payment to card service for \$140.00 of interest due to delayed invoice.
32. Discussion and possible action regarding the copier contract for the County Agent's Office.

33. Discussion and possible action regarding capital outlay expenditures.

| | | |
|--------------------------|--------------|------------------|
| Office Equipment | \$350.00 | Human Resources |
| Computer Equipment | \$2,700.00 | Purchasing Dept. |
| Computer Laptop (Grants) | \$900.00 | Contingency |
| Center Expansion | \$150,000.00 | Community Center |

34. Discussion and possible action regarding future Energy pricing purposed from GLO.

Roger Cerny, County Health Inspector

35. Clarification of policy regarding maintenance of county right of ways with respect to view obstructing trees and brush.

36. Discussion and possible action on the proposed order adopting rules of Val Verde County, Texas for On-Site sewage facilities.

37. Discussion and possible action on request made by Sarah Howard National Park Service Biologist for use of county land.

38. Discussion and possible action requesting County Judge's signature on TAC coverage renewal application.

Jerry Rust, County Fire Chief

39. Discussion and possible action on requesting permission to accept donations from:

Kinney- Val Verde County Farm \$1,000.00
Texas Farm Mutual- \$100.00

Graciela Monday, County Librarian

40. Discussion and possible action regarding Hoopla / Midwest tape agreement with the attached limits.

41. Discussion and possible action regarding acceptance of check donation from Mr. Frank Larson, in the amount of \$175.00.

Aaron Rodriguez, County Treasure

42. Monthly Treasurer's Report.

Juanita Barrera, County HR Director

43. HR Monthly Report.

- A. Commissioner Ramiro Ramon, Pct. 1, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to David Medina, Truck Driver with an annual salary of \$21,450.00 effective October 17, 2016. Mr. Medina is replacing Jose Martinez, who resigned.
- B. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Rosa Benavidez, 1st Assistant Auditor with an annual salary of \$62,115.96 effective October 31, 2016. Ms. Benavidez has been promoted to replace Teresa Lowe who retired.
- C. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Mary Hernandez, 2nd Assistant Auditor with an annual salary of \$50,759.60 effective October 31, 2016. Ms. Hernandez has been promoted to replace Rosa Benavidez who was promoted.
- D. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Nancy Gamez, 3rd Assistant Auditor with an annual salary of \$35,474.84 effective October 31, 2016. Ms. Gamez has been promoted to replace Mary Hernandez who was promoted.
- E. Matthew Weingardt, County Auditor, requesting that his office start issuing checks to Rebecca Vasquez, 4th Assistant Auditor with an annual salary of \$28,502.50 effective October 31, 2016. Ms. Vasquez is replacing Nancy Gamez who was promoted.

44. Discussion and possible action on approving January 2, 2017 as an official county holiday.

Matthew Weingardt, County Auditor

45. Monthly Auditor's Report.

46. Discussion and possible action on auditing firm approval.

47. Discussion and possible action on DWI Grant refund.

P.O. Box 4250 • Del Rio, TX 78841

48. Discussion and possible action on expired check payable to Sergio Orozco Ph.D. in 2011.

Ana Markowski Smith, County Attorney

49. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

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

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

52. Approve subdivision plats.

53. Approve Certificates of Compliance.

54. Approve monthly reports from elected officials.

55. Approve bills for payment.

56. Elected official's comments.

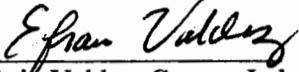
57. Judge's comments

58. Adjourn.

P.O. Box 4250 • Del Rio, TX 78841

VOL. 47 PAGE 668

Our next Regular Commissioners Court Meeting will be December 12, 2016, @ 9:00 a.m.;
Agenda Items are due Wednesday, December 7, 2016 @ 12: 00 noon.


Efraim Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
NOVEMBER/D, 2016: at 4:17 AM/PM**

2016 NOV 10 P 4: 17
GENERAL COUNCIL CLERK
VAL VERDE COUNTY TEXAS
BY  DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

VOL. 47 PAGE 669

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 10th day of November, 2016, at 4:17 o'clock a.m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Generosa A. Ramon
Generosa Gracia-Ramon
Val Verde County Clerk

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

ADDENDUM

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

November 14, 2016 at 9:00AM

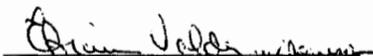
BY _____
DEPUTY
2016 NOV 10 P 4:18
VAL VERDE COUNTY CLERK

FILED

Nick Gebauer and Don Dison, Project Manager and Construction Manager

Presentation of the Rocksprings wind farm between Highways 277 and 377 north of Del Rio.

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, TX

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Thursday,
November 10, 2016 at 4:18 PM

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 10th day of November, 2016, at 4:18 o'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 that reads "Generosa Gracia-Ramon".

Generosa Gracia-Ramon
Val Verde County Clerk

#6

Progress report for the LAFB West Gate Project

November 14, 2016

Completed Tasks:

- Foundation
- ICF Walls Systems
- Wall Pour
- Excavation for Oil Separator

Scheduled Activities for this Month:

Target Date

- | | |
|---------------------------|--------|
| Water Main Installation | 30-Nov |
| Structual Steel | 28-Nov |
| Parking Lot Grade Prep | 23-Nov |
| Prep & Pour Elevated Deck | 30-Nov |

Concerns:

Hoping not to hit rock on the horizontal drilling process.

Change Order Status:

Payment Status

| | | | | |
|-----|-----------|--------------------------|--------------|----------|
| #1. | 19-Sep-16 | Rock Excavation at Slab | \$ 9,252.00 | Complete |
| #2. | 11-Oct-16 | Permanent Power for Site | \$ 23,693.86 | Pending |
| #3. | 11-Oct-16 | Trap Primer Canine Room | \$ 805.28 | Pending |
| #4. | 15-Oct-16 | Door Change 114 | \$ 8,398.17 | Pending |

\$ 42,149.31



COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL
GRANT PROGRAM

Updated May 2016

#7
#8

RESOLUTION AUTHORIZING COUNTY GRANT

A resolution of the County of Val Verde Texas (County) certifying that the county has made a grant to City of Del Rio Nutrition & Social Services for the Elderly, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

WHEREAS, the County recognizes Henry Arredondo, City Manager _____ (Authorized Official) as an official of the Organization.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$2,087.00 to be used between the:

1st of February 2017 and the 31st of January 2018
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of September, 2016

Signature of Authorized Official

Efrain V. Valdez _____
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.
Updated May 2016

#9



Val Verde County

November 14, 2016

Overview



- ④ 40 person team based in Dallas with employees in Texas, New Jersey, New York, Maryland and D.C.
- ④ Experts in deregulated energy markets throughout the United States, Canada and Mexico
- ④ Thousands of clients throughout North America including commercial and industrial customers, as well as government entities
- ④ Founded by energy CEO's, COO's, corporate energy managers and commodity traders



Founders



Brian Hayduk

President

Former
President, First Choice
Power & Juice Energy

Sr. VP, Constellation
NewEnergy

Worked with over 70 of
the Fortune 100

Lehigh University



Eric Plateis

Chief Risk Officer

Former
Board Member, NYMEX
& Commodity Exchange

Trader, Constellation &
Bank of Montreal

30 years in trading and
risk management

Boston University



Jon Moore

Chief Strategy Officer

Former
Executive VP,
Beowulf Energy

CEO, Juice Energy

COO, Constellation
NewEnergy

Yale Law and Princeton
University



Josh Coleman

Chief Operations Officer

Former
VP Operations,
First Choice Power

Director Product
Development, TXU

Energy Manager, Texas
Instruments and Invensys

Licensed Professional
Engineer

Texas A&M University



Jeff Schiefelbein

Chief Culture Officer

Former
VP Commercial Sales,
First Choice Power

Points of Light
Award Winner

Founder, nation's largest
safe-ride program

Texas A&M University

Your Energy Team and Services



Chris Watson
817-371-5936

Chris.Watson@energyby5.com



Cady
Thomas



Jocelyn
Martin



Caroline
Duncan



Eric
Bratcher

972-445-9584 email5@energyby5.com

- Energy procurement and risk management
- Customer care, billing and contract questions
- Energy budgeting, HB 3693 reporting
- First bill audit for new contracts
- New construction support
- Benchmarking
- Demand response
- Power factor correction
- Energy efficiency, rebates and incentives
- Utility bill consolidation
- Distributed generation, solar
- Renewable energy and natural gas procurement

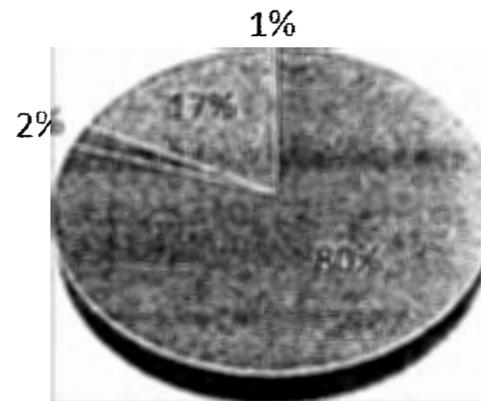
VOL. 47 PAGE 678

Electricity Usage Summary



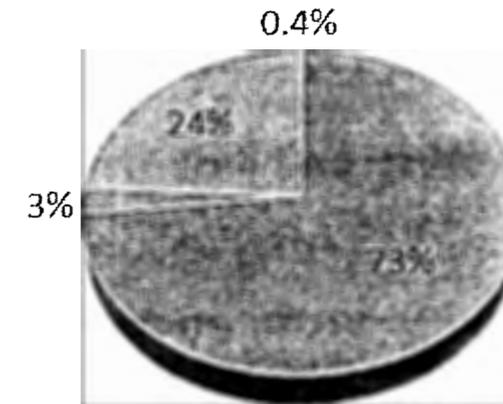
| Meter Type | TDU Charges | Annual kWh | Avg. \$/kWh |
|----------------|-------------|------------|-------------|
| Demand | \$95,653 | 1,488,785 | \$0.06425 |
| Non Demand | \$3,302 | 41,737 | \$0.07912 |
| NM Lights | \$30,917 | 317,424 | \$0.09740 |
| Residential | \$485 | 9,536 | \$0.05089 |
| Annual Totals→ | \$130,357 | 1,857,482 | \$0.07018 |

Usage by Meter Type



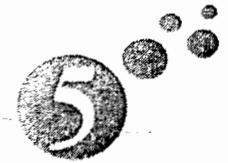
Demand Non Demand
 NM Lights Residential

TDU Charges by Meter Type



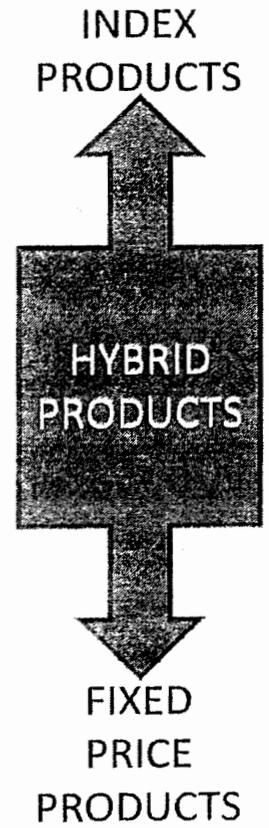
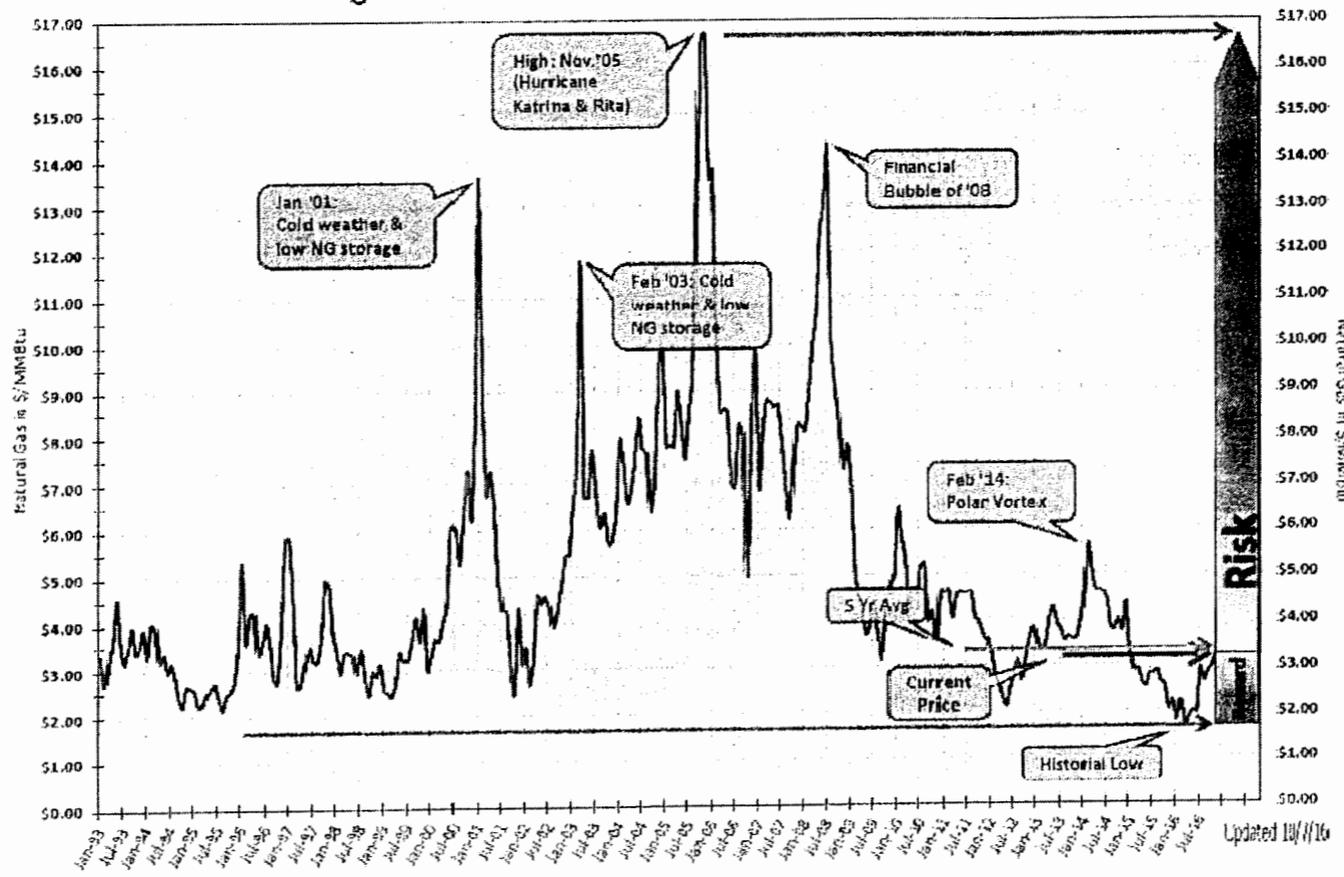
Demand Non Demand
 NM Lights Residential

Market Conditions and Product Selection



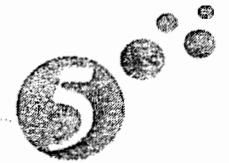
VOL. 47 PAGE 680

Long-term Historical Wholesale Natural Gas Prices

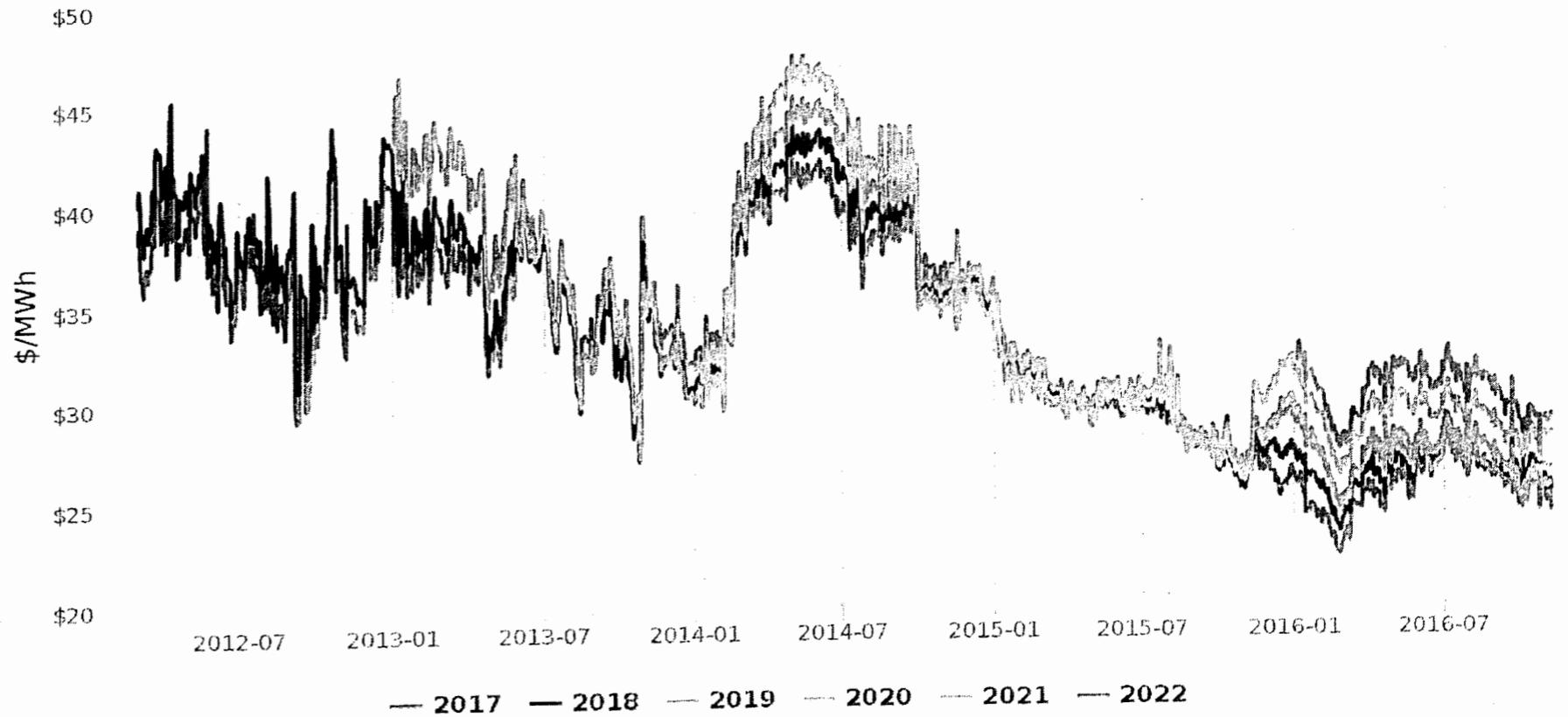


Confidential

2017-2022 Wholesale Power



Calendar Year Wholesale Prices
ERCOT West TX



created by energy5.com on 2016-11-09

Procurement – Process Overview



- Consider up to 15 different suppliers, reduce list to 8 or less for price request
 - Supplier Criteria Considered – Experience within specific customer vertical, pricing, product set, customer service, contract flexibility, back office operations, sophistication, risk management and financial stability
 - Supplier Due Diligence – Interviews with key personnel from various functional areas, company visits, contract reviews, on-going supplier performance with existing customers of 5, company financials, and years of experience
- Conduct multiple competitive pricing rounds
 - Review term lengths, products and contract specifics based on procurement strategy
 - RFP process
 - Suppliers receive the same pricing request and customer information
 - Responses due on the same date and at the same time
 - Suppliers short-listed for in-depth contract review and proposed edits
 - Timing determined for final executable offers from remaining suppliers
- Compile list of other services and potential providers
 - Demand response, power factor correction, natural gas, bill pay/audit, benchmarking

VOL. 47 PAGE 682

RFP Results



Start Date: 6/1/2019

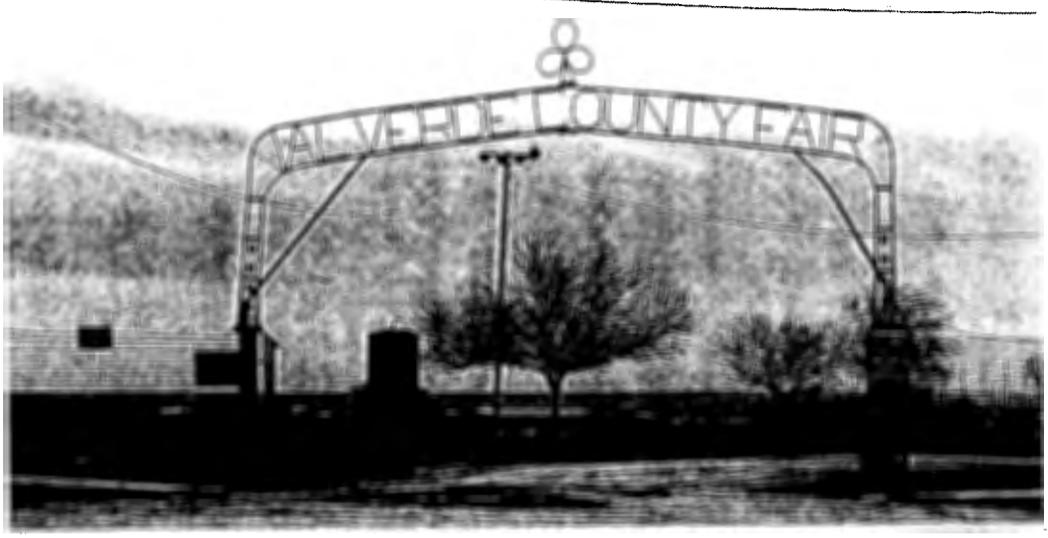
Annual Usage: 2,016,000 kWh

| Supplier | 12 | 24 | 36 | 48 | 60 |
|----------|----|----|----|----|----|
|----------|----|----|----|----|----|

Updated Prices will be provided
at meeting on 11/14/2016

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#10





P.O. Box 948
West Plains, MO 65775

W. Valley

800-793-0010 • Fax 866-299-3303
membership@airmedcarenetwork.com

#114

Invoice

County of Val Verde
400 Pecan Street
Del Rio, TX 78840

For: AMCN Membership
Invoice #: 10255
Wednesday, October 19, 2016

| Quantity | Type | Price Per Unit | Names and Dates | Amount |
|----------|------------------------|---------------------|-------------------------|------------------|
| 229 | Group Full Memberships | \$35.00 | Census Plan Memberships | \$8015.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Total Amount | | \$8015.00 |

If paying by credit card, please complete the portion below:

| | |
|---|--|
| <p>Credit Card Type:</p> <p><input type="checkbox"/> Visa</p> <p><input type="checkbox"/> Mastercard</p> <p><input type="checkbox"/> American Express</p> <p><input type="checkbox"/> Discover</p> <p><input type="checkbox"/> Other</p> | <p>Credit Card Information:</p> <p>Credit Card #: _____</p> <p>Exp Date: ___/___/___ Authorization Code: _____</p> <p>Cardholder Name: _____</p> |
|---|--|

Make check or money order payable to: AirMedCare Network
Mail to: PO Box 948 West Plains, MO 65775
If you have any questions concerning this invoice, please call 1-866-286-9404.





TEXAS JUDICIAL ACADEMY

County Judges Education Committee
P.O. Box 2131
Austin, Texas 78768
Phone: (800) 456-5974
Fax: (512) 477-1324

INVOICE

239585/2330
September 01, 2016

12

To: Hon. Efrain V. Valdez
Judge
Val Verde County
400 Pecan St, 1st Floor
Del Rio, TX 78840

COPY

| DESCRIPTION | AMOUNT |
|--|---------------|
| Texas Judicial Academy Membership Dues | 200.00 |
| Total Due | 200.00 |

This invoice is for your Annual Membership Fee in the Texas Judicial Academy effective 9/1/16 thru 8/31/17. Membership includes subscription to an interactive electronic publication, access to statutory and case law updates and other one day judicial education programs.

WV

Your support will result in improved and more convenient education opportunities for all county judges. Thank you.

PLEASE REMIT WITH PAYMENT
Make checks payable to County Judges Education Fund

239585/2330
Hon. Efrain V. Valdez
Val Verde County

Please indicate your choice below and return to: **Texas Judicial Academy Members**

- My check is enclosed.
- Payment to follow
- I do not wish to enroll as a member of the Texas Judicial Academy.

Texas Judicial Academy
Attn: Angela Dowell
P. O. Box 2131
Austin, Texas 78768.



#14



THOMSON REUTERS

Order Form

Contact your representative marisa.marek@thomsonreuters.com with any questions. Thank you.

Order ID: 844789

Subscriber Information

Account Address:

Account #: 1000647395
VAL VERDE COUNTY LAW
LIBRARY
HON ENRIQUE FERNANDEZ
PO Box 1089
DEL RIO, TX 78841
US
830-774-7523

Shipping Address:

Account #: 1000647395
VAL VERDE COUNTY LAW
LIBRARY
HON ENRIQUE FERNANDEZ
PO Box 1089
DEL RIO, TX 78841
US
830-774-7523

Billing Address:

Account #: 1000647395
VAL VERDE COUNTY LAW
LIBRARY
HON ENRIQUE FERNANDEZ
PO Box 1089
DEL RIO, TX 78841
US
830-774-7523

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "w e" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

| Svc Mat # | Product | Qty | Unit | Minimum Term (Months) | Term and Increase |
|-----------|---|-----|---------|-----------------------|-------------------|
| 41940120 | Government Plan (Westlaw PRO™) (Banded) <small>See Attachment for Select Product details</small> | 5 | Atty(s) | 36 | Year2-5% Year3-5% |

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West, "w e" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$1,146.60

Estimated total Monthly Charges for the initial 12 months: \$1,146.60

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are

subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- CD-ROM Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc and Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 844789

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

| | |
|--|-------|
| Signature of Authorized Representative for order | Title |
| Printed Name | Date |

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| | |
|---|--|
|  THOMSON REUTERS | <h2>Attachment</h2> <p>Contact your representative marisa.marek@thomsonreuters.com with any questions. Thank you.</p> |
|---|--|

Order ID: 844789

Payment and Shipping Information

Payment Method:
Payment Method: WestAccount
Account Number: 1000647395

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Additional Information

Created By: 0107918
Order Source: 27
Revenue Channel: 01
Order Date: 11/8/2016 10:16:12 AM
P.O. Number:
Additional Data B: 5

Product and User Details

Banded Products for all users below

41940120 Government Plan (Westlaw PRO™) (Banded)

| User | Position | Email |
|-------------------|----------|---------------------------------------|
| Robert E Cadena | Judge | rcadena@valverdecountry.org |
| Enrique Fernandez | Judge | enrique_fernandez@valverdecountry.org |
| Sergio Gonzalez | Judge | sgonzalez@valverdecountry.org |
| Anna Smith | Attorney | |
| David Martinez | Attorney | |

Custom Pro Product Details

| Material ID | Description |
|-------------|-------------|
|-------------|-------------|

40982568 Primary Law with KeyCite®: All — Texas (WestlawNext™)
 41931317 Gov - Analytical Premier For Government (Westlaw™ PRO)
 41933475 Gov - Litigation For Government (Westlaw™ PRO)
 41933476 Gov - National Core For Government (Westlaw™ PRO)

Lapse Subscriptions

| Active Subscriptions to Lapse | Contract Number | Material ID |
|--|-----------------|-------------|
| GOVERNMENT SELECT ON WESTLAW | 0119933834 | 40988634 |
| LAW REVIEWS AND JOURNALS ON WESTLAW | 0119933847 | 40974252 |
| TX ANALYTICAL LIBRARY ON WESTLAW | 0119933838 | 40973628 |
| TX APPELLATE COURT BRIEFS ON WESTLAW | 0119933841 | 40974572 |
| TX FEDERAL ESSENTIAL SOLO ON WESTLAW | 0119933844 | 40973906 |
| TX JURISPRUDENCE ON WESTLAW | 0119933835 | 40973629 |
| TX PRACTICE GUIDE ON WESTLAW | 0119933853 | 40973631 |
| TX PRACTICE SERIES ON WESTLAW | 0119933856 | 40973675 |
| TX PRIMARY LAW WITH KEYCITE ALL ON WESTLAW | 0119933850 | 40973872 |

Order Contact Information

| First Name | Last Name | Email Address | Contact Description | Contact Number |
|------------|-----------|-----------------------------|----------------------------|----------------|
| Robert | Cadena | rcadena@valverdecountry.org | Order Confirmation Contact | 28 |
| Robert | Cadena | rcadena@valverdecountry.org | Primary Password Contact | 24 |
| Robert | Cadena | rcadena@valverdecountry.org | Quickview Contact | Quickview |

Office Use Only

- Exception Approval Code:E499628
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?poridgroupid=d5b35173d6074323a4ddbde9ec45127a&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=270043e9b85545bdb81bf846c62b6e2d&isofview=yes>

#15

View Cart

| Sl.# | Item Description | UM | Price | Qty | Amount |
|---|---|----|----------|-----|----------|
| 1 | LENOVO 15.6" I7-6500U 8GB-500-DVDRW-W7P | EA | \$744.99 | 1 | \$744.99 |
| 2 | MICROSOFT OFFICE HOME&BUS 2016 KEY | EA | \$189.75 | 1 | \$189.75 |
| 3 | MICROSOFT USB WRLS NOTEBOOK MOUSE 1850 | EA | \$13.95 | 1 | \$13.95 |
| Cart weight: 8.75lbs. Total Quantity: 3 Total Amount: \$948.69 | | | | | |

Note:

-  Indicates the item is configurable.

#16
COPY

VAL VERDE COUNTY FAIRGROUNDS 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 **South Texas Bull Riding Thanksgiving Bull Bash** ("Lessee") acting by and through its agent, **Enrique Perez**, for the lease of premises more commonly known as the Val Verde County Fairgrounds. 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 shall commence on 11-25-2016 and end on 11-27-2016 at 11:30 PM for use of the office located at the Val Verde County Fairgrounds.

2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 11-26-16 and ending 11-27-2016:

- | | |
|---------------------|--------------------|
| Large Arena | Grandstands |
| Pavilion | Parking Lot(s) |
| Racetrack | Restrooms |
| Concessions Stands* | Fairgrounds Office |
| Small roping arena | |

*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **\$1,000** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

- If notice is received 45 days or more prior to event - 100% refund
- If notice is received 45 days to 20 days prior to event - 50% refund
- If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in unacceptable condition after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. 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.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 11-25-2016. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 11-26-2016 through 11-27-2016 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy 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 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.

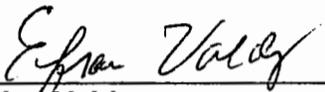
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease 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.
23. 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.
24. 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, 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.

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

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

EXECUTED in MULTIPLE ORIGINALS on this 14 day of November, 2016.



Efrain Valdez

On behalf of Val Verde County



On behalf of South Texas Bull
riding Thanksgiving Bull Bash
(Enrique Perez)

Presented to Val Verde Commissioners Court on 11 / 14 / 16 and made a part of the court's minutes.

42

**TRANSMITTAL
LETTER**

**DEC DANNENBAUM ENGINEERING COMPANY-
MCALLEN, LLC**

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956) 682-3677 Office (956) 686-1822 Fax

PROJECT: Val Verde County Frontera Road Project PROJECT NO. 4784-01
(Name, address)

TO: Val Verde County
400 Pecan Street, 1st Floor
Del Rio, Texas 78840

DATE: October 27, 2016

If enclosures are not noted, please inform us immediately.

ATTN: Mr. Gustavo Flores
Commissioner Pct. 4

If checked below, please:

- Acknowledge receipt of enclosures.
- Return enclosures to us.

WE TRANSMIT:

herewith _____ under separate cover via: _____
 in accordance with your request _____

COPIES

FOR YOUR:

Approval & Signature _____ distribution to parties _____ information _____ use
 review & comment _____ record (s)
 Other: _____

THE FOLLOWING:

Drawings _____ Shop Drawings Prints _____ Samples
 Specifications _____ Shop Drawing Reproducibles _____ Product Literature
 Change Order _____ Other SEE BELOW

| Copies | Date | Rev. No. | Description | Action Code |
|--------|------------|----------|--|-------------|
| 3 | 10/27/2016 | Original | Partially Executed Supplemental Agreement No. 2 to Main Contract between Dannenbaum Engineering Corporation and County of Val Verde for the purpose of contracting for engineering services. | A |
| 3 | 10/27/2016 | Original | Partially Executed Supplemental Work Authorization No. 2 to Work Authorization No. 1 between Dannenbaum Engineering Corporation and County of Val Verde for the above reference project | A |

ACTION CODE

- A. Action indicated on item transmitted
- B. No Action Required
- C. For signature and return to this office
- D. For signature and forwarding as noted below under remarks
- E. See REMARKS below

REMARKS: Please call our office if you have any questions. Thank you.

COPIES TO:
File: 4784-01

BY:

Alexander Reyes
Accounting Clerk

(with enclosures)

G:\1540\4784-01 Frontera Rd (Restart)\03 Proj Admin\01.07 Transmittals\COMM PCT. 4\To\Transmittal Letter - 4784-01 Partially Exe SA No. 2 to Main Contract between DEC and County of Val Verde_20161027.doc

**CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 2 TO THE MAIN CONTRACT**

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is made by and between the County of Val Verde a subdivision of the State of Texas, hereinafter called "County" and Dannenbaum Engineering Corporation and its Subsidiary Dannenbaum Engineering Company-McAllen-LLC, having its principal business address at 8610 McPherson Road, Laredo, Texas 78045 hereinafter called "Engineer," for the purpose of contracting for engineering services.

BACKGROUND

The County and the Engineer executed a Contract on April 7, 2014 for engineering services described as preparation of schematics; environmental documents; right of way mapping and acquisition; utility adjustment plans; and development of plans, specifications and estimates (PS&E) for Frontera Road from Lionel Martinez Boulevard to Alderete Lane.

AGREEMENT

The County and the Engineer agree that the Contract is amended as follows:

ARTICLE 2. CONTRACT PERIOD.

The original Attachment F, Master Work Schedule in the Main Contract is amended to add Attachment F-1, Master Work Schedule to change the termination date of the Main Contract from December 31, 2016 to December 31, 2020 due to delays in acquiring temporary construction easements and permanent drainage and roadway maintenance easements from Department of Homeland Security (DHS).

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

(Signature)

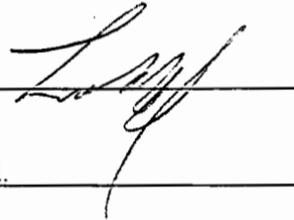
Louis H. Jones, P.E.

(Printed Name)

Principal

(Title)

(Date)



THE COUNTY:

(Signature)

Efrain Valdez

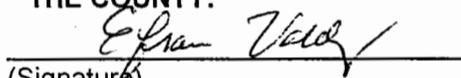
(Printed Name)

County Judge

(Title)

11-16-16

(Date)

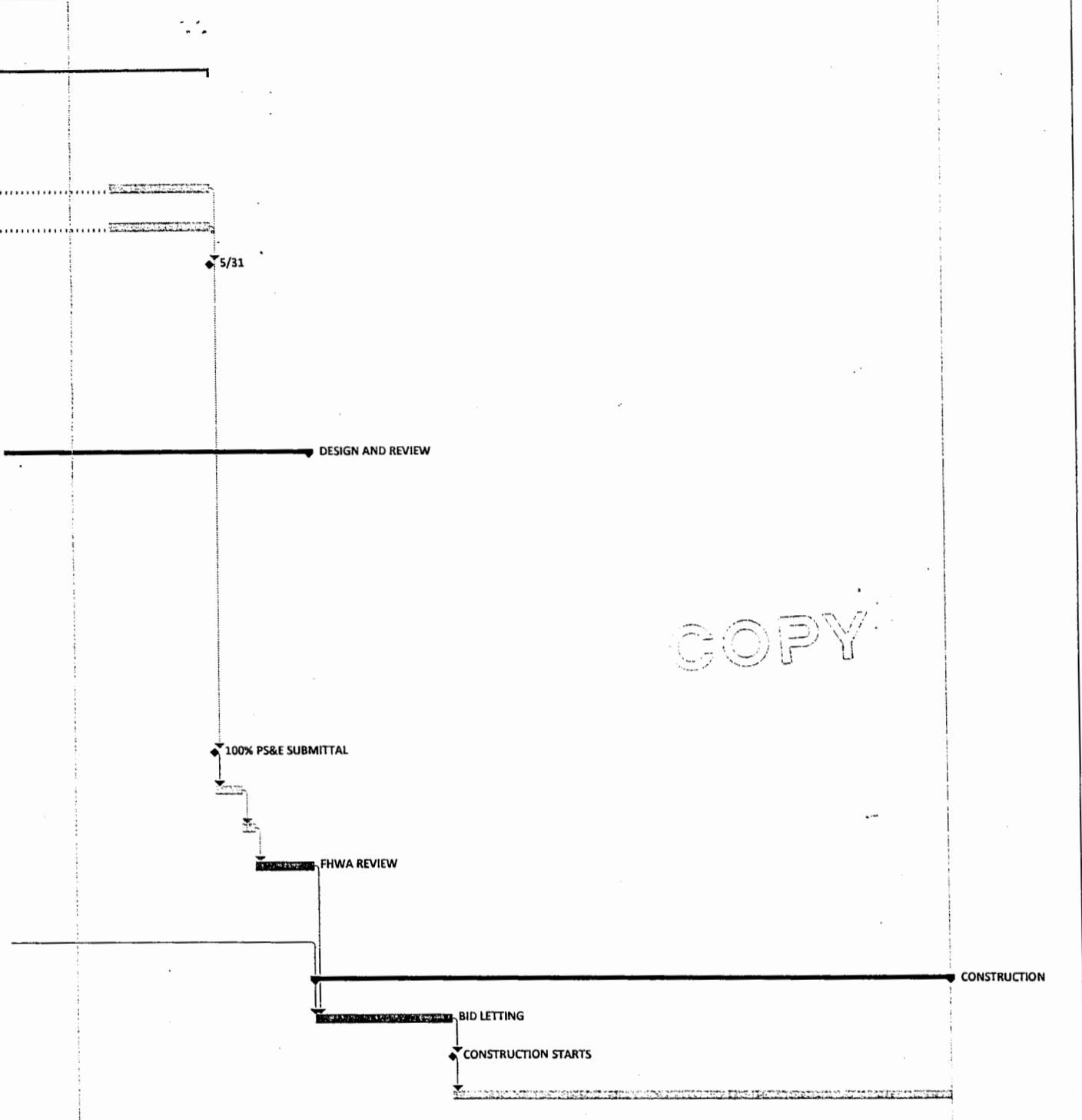


LIST OF ATTACHMENTS:

ATTACHMENT F-1 MASTER WORK SCHEDULE

**ROAD
ENT F-1**

2017 2018 2019 2020 2021
 Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan



| | | |
|-----------------------|-------------|-----------------|
| Manual Summary Rollup | Finish-only | Manual Progress |
| Manual Summary | Deadline | |
| Start-only | Progress | |

#21

COPY

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All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER:

[Handwritten Signature]

(Signature)

Louis H. Jones, P.E.

(Printed Name)

Principal

(Title)

(Date)

10/24/16

THE COUNTY:

[Handwritten Signature]

(Signature)

Efrain Valdez

(Printed Name)

County Judge

(Title)

(Date)

11-16-16

LIST OF ATTACHMENTS:

ATTACHMENT F-1 MASTER WORK SCHEDULE

DANNENBAUM

| ID | Task Name | Duration | Start | Finish | Pred | 2019 | 2020 | 2021 | | | | | | | | | | | | | |
|----|------------------------------|-----------|-------------|--------------|------|------|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|--------------|
| | | | | | | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | | |
| 1 | FRONTERA | 1638 days | Tue 4/1/14 | Thu 7/9/20 | | | | | | | | | | | | | | | | FRONTERA | |
| 2 | NTP | 0 days | Tue 4/1/14 | Tue 4/1/14 | | | | | | | | | | | | | | | | | |
| 3 | ROW | 827 days | Tue 4/1/14 | Wed 5/31/17 | | | | | | | | | | | | | | | | | |
| 4 | PRELIMINARY ROW | 99 days | Tue 4/1/14 | Fri 8/15/14 | 2 | | | | | | | | | | | | | | | | |
| 5 | SUBMITTAL OF PRELIMINARY ROW | 0 days | Fri 8/15/14 | Fri 8/15/14 | 4 | | | | | | | | | | | | | | | | |
| 6 | CONSTRUCTION EASEMENTS | 533 days | Mon 8/18/14 | Wed 5/31/17 | 5 | | | | | | | | | | | | | | | | |
| 7 | FINAL ROW | 533 days | Mon 8/18/14 | Wed 5/31/17 | 6 | | | | | | | | | | | | | | | | |
| 8 | SUBMITTAL OF FINAL ROW | 0 days | Wed 5/31/17 | Wed 5/31/17 | 7,6 | | | | | | | | | | | | | | | | |
| 9 | ENVIRONMENTAL | 153 days | Tue 4/1/14 | Thu 10/30/14 | | | | | | | | | | | | | | | | | |
| 10 | ENVIRONMENTAL ASSESSMENT | 123 days | Tue 4/1/14 | Thu 9/18/14 | 2 | | | | | | | | | | | | | | | | |
| 11 | TxDOT ENVIRONMENTAL REVIEW | 12 days | Fri 9/19/14 | Mon 10/6/14 | 10 | | | | | | | | | | | | | | | | |
| 12 | ENVIRONMENTAL REVISIONS | 18 days | Tue 10/7/14 | Thu 10/30/14 | 11 | | | | | | | | | | | | | | | | |
| 13 | DESIGN AND REVIEW | 836 days | Tue 8/19/14 | Tue 10/31/15 | | | | | | | | | | | | | | | | | |
| 14 | 60% PS&E DESIGN DEVELOPMENT | 99 days | Tue 8/19/14 | Sat 1/3/15 | 25 | | | | | | | | | | | | | | | | |
| 15 | 60% PS&E SUBMITTAL | 0 days | Mon 1/5/15 | Mon 1/5/15 | 14 | | | | | | | | | | | | | | | | |
| 16 | 60% PS&E TxDOT REVIEW | 30 days | Tue 1/6/15 | Mon 2/16/15 | 15 | | | | | | | | | | | | | | | | |
| 17 | 95% PS&E DESIGN DEVELOPMENT | 69 days | Tue 2/17/15 | Fri 5/22/15 | 16 | | | | | | | | | | | | | | | | |
| 18 | 95% PS&E SUBMITTAL | 0 days | Fri 5/22/15 | Fri 5/22/15 | 17 | | | | | | | | | | | | | | | | |
| 19 | 95% PS&E TxDOT REVIEW | 15 days | Mon 5/25/15 | Fri 6/12/15 | 18 | | | | | | | | | | | | | | | | |
| 20 | ADDRESS TxDOT COMMENTS | 14 days | Mon 6/15/15 | Thu 7/2/15 | 19 | | | | | | | | | | | | | | | | |
| 21 | 100% PS&E SUBMITTAL | 0 days | Wed 5/31/17 | Wed 5/31/17 | | | | | | | | | | | | | | | | | |
| 22 | 100% PS&E TxDOT REVIEW | 30 days | Thu 6/1/17 | Wed 7/12/17 | 21 | | | | | | | | | | | | | | | | |
| 23 | ADDRESS TxDOT COMMENTS | 14 days | Thu 7/13/17 | Tue 8/1/17 | 22 | | | | | | | | | | | | | | | | |
| 24 | FHWA REVIEW | 65 days | Wed 8/2/17 | Tue 10/31/17 | 23 | | | | | | | | | | | | | | | | |
| 25 | UTILITY RELOCATIONS | 294 days | Mon 8/18/14 | Thu 10/1/15 | | | | | | | | | | | | | | | | | |
| 26 | UTILITY RELOCATIONS | 294 days | Mon 8/18/14 | Thu 10/1/15 | 4 | | | | | | | | | | | | | | | | |
| 27 | CONSTRUCTION | 702 days | Wed 11/1/17 | Thu 7/9/20 | | | | | | | | | | | | | | | | | CONSTRUCTION |
| 28 | BID LETTING | 152 days | Wed 11/1/17 | Thu 5/31/18 | 24 | | | | | | | | | | | | | | | | |
| 29 | CONSTRUCTION STARTS | 0 days | Thu 5/31/18 | Thu 5/31/18 | 28 | | | | | | | | | | | | | | | | ARTS |
| 30 | CONSTRUCTION | 550 days | Fri 6/1/18 | Thu 7/9/20 | 29 | | | | | | | | | | | | | | | | |

Project: 2014-10-17 Project Sch-1
Date: Wed 10/26/16

| | | |
|-----------|-----------------|----------|
| Task | Summary | Progress |
| Split | Project Summary | |
| Milestone | External Tasks | |

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 5 of Engineering Contract No. _____ (the Contract) entered into by and between the County of Val Verde (County), and Dannenbaum Engineering Corporation (the Engineer).

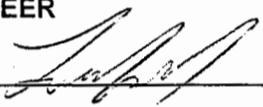
The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

PART IV. Exhibit C, Work Schedule in Work Authorization No. 1 is amended to add Exhibit C -1, to change the termination date from December 31, 2016 to December 31, 2020 due to delays in acquiring temporary construction easements and permanent drainage and roadway maintenance easements from Department of Homeland Security (DHS).

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER



(Signature)

Louis H. Jones, P.E.

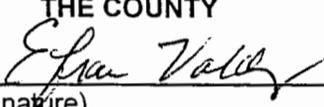
(Printed Name)

Principal

(Title)

10/26/16
(Date)

THE COUNTY



(Signature)

Efrain Valdez

(Printed Name)

County Judge

(Title)

11-14-16
(Date)

LIST OF EXHIBITS

Exhibit C-1 Master Work Schedule

DANNENBAUM

| ID | Task Name | Duration | Start | Finish | Predecessors | 2019 | | | | | | | | | | | | 2020 | | | | | | | | | | | |
|----|------------------------------|-----------|-------------|--------------|--------------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |
| 1 | FRONTERA | 1638 days | Tue 4/1/14 | Thu 7/9/20 | | FRONTERA | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | NTP | 0 days | Tue 4/1/14 | Tue 4/1/14 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | ROW | 827 days | Tue 4/1/14 | Wed 5/31/17 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | PRELIMINARY ROW | 99 days | Tue 4/1/14 | Fri 8/15/14 | 2 | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | SUBMITTAL OF PRELIMINARY ROW | 0 days | Fri 8/15/14 | Fri 8/15/14 | 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | CONSTRUCTION EASEMENTS | 533 days | Mon 8/18/14 | Wed 5/31/17 | 5 | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | FINAL ROW | 533 days | Mon 8/18/14 | Wed 5/31/17 | 5, 6 | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | SUBMITTAL OF FINAL ROW | 0 days | Wed 5/31/17 | Wed 5/31/17 | 6 | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | ENVIRONMENTAL | 153 days | Tue 4/1/14 | Thu 10/30/14 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | ENVIRONMENTAL ASSESSMENT | 123 days | Tue 4/1/14 | Thu 9/18/14 | 2 | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | TxDOT ENVIRONMENTAL REVIEW | 12 days | Fri 9/19/14 | Mon 10/6/14 | 10 | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | ENVIRONMENTAL REVISIONS | 18 days | Tue 10/7/14 | Thu 10/30/14 | 11 | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | DESIGN AND REVIEW | 836 days | Tue 8/19/14 | Tue 10/31/17 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 60% PS&E DESIGN DEVELOPMENT | 99 days | Tue 8/19/14 | Sat 1/3/15 | 2, 5, 10 | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 60% PS&E SUBMITTAL | 0 days | Mon 1/5/15 | Mon 1/5/15 | 14, 15, 16 | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 60% PS&E TxDOT REVIEW | 30 days | Tue 1/6/15 | Mon 2/16/15 | 15 | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | 95% PS&E DESIGN DEVELOPMENT | 69 days | Tue 2/17/15 | Fri 5/22/15 | 16 | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 95% PS&E SUBMITTAL | 0 days | Fri 5/22/15 | Fri 5/22/15 | 17 | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 95% PS&E TxDOT REVIEW | 15 days | Mon 5/25/15 | Fri 6/12/15 | 18 | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | ADDRESS TxDOT COMMENTS | 14 days | Mon 6/15/15 | Thu 7/2/15 | 19 | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 100% PS&E SUBMITTAL | 0 days | Wed 5/31/17 | Wed 5/31/17 | 17 | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | 100% PS&E TxDOT REVIEW | 30 days | Thu 6/1/17 | Wed 7/12/17 | 21 | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | ADDRESS TxDOT COMMENTS | 14 days | Thu 7/13/17 | Tue 8/1/17 | 22 | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | FHWA REVIEW | 65 days | Wed 8/2/17 | Tue 10/31/17 | 23 | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | UTILITY RELOCATIONS | 294 days | Mon 8/18/14 | Thu 10/1/15 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | UTILITY RELOCATIONS | 294 days | Mon 8/18/14 | Thu 10/1/15 | 4 | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | CONSTRUCTION | 702 days | Wed 11/1/17 | Thu 7/9/20 | | CONSTRUCTION | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | BID LETTING | 152 days | Wed 11/1/17 | Thu 5/31/18 | 24, 26 | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | CONSTRUCTION STARTS | 0 days | Thu 5/31/18 | Thu 5/31/18 | 28 | RTS | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | CONSTRUCTION | 550 days | Fri 6/1/18 | Thu 7/9/20 | 29 | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|---|-----------|-----------------|----------|
| Project: 2014-10-17 Project Sch-1 Date: Wed 10/26/16 | Task | Summary | Progress |
| | Split | Project Summary | |
| | Milestone | External Tasks | |

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View Cart

| Sl.# | Item Description | UM | Price | Qty | Amount |
|---|---|----|----------|-----|----------|
| 1 | LENOVO 15.6" i7-6500U 8GB-500-DVDRW-W7P | EA | \$744.99 | 1 | \$744.99 |
| 2 | MICROSOFT OFFICE HOME&BUS 2016 KEY | EA | \$189.75 | 1 | \$189.75 |
| 3 | MICROSOFT USB WRLS NOTEBOOK MOUSE 1850 | EA | \$13.95 | 1 | \$13.95 |
| Cart weight: 8.75lbs. Total Quantity: 3 Total Amount: \$948.69 | | | | | |

Note:

-  Indicates the item is configurable.

#30

| Bills to be present in Court November 14, 2016 | | | | |
|--|----------------------------|-------------|--------------|---------------------|
| P.O. Voided | | | | |
| Vendor | Department | Amount | Invoice Date | PO Voided |
| B&S Services | Animal Control Building | \$ 142.60 | 10/7/2016 | PO Voided |
| B&S Services | Womens Shelter | \$ 142.60 | 10/7/2016 | PO Voided |
| Baker & Taylor | Library | \$ 16.96 | 9/14/2016 | PO Voided |
| DS Waters | Tax Office | \$ 38.56 | 9/8/2016 | PO Voided |
| DS Waters | Sheriff | \$ 49.62 | 9/8/2016 | PO Voided |
| DS Waters | Sheriff | \$ 38.06 | 9/22/2016 | PO Voided |
| DS Waters | Purchasing | \$ 9.68 | 9/8/2016 | PO Voided |
| DS Waters | Human Resources | \$ 9.69 | 9/8/2016 | PO Voided |
| DS Waters | Risk Management | \$ 9.69 | 9/8/2016 | PO Voided |
| Gonzalez Auto Parts | Sheriff | \$ 12.78 | 9/26/2016 | PO Voided |
| Insco Distributing | Building Maintenance | \$ 87.00 | 9/30/2016 | PO Voided |
| O'Reilly Auto Parts | Sheriff | \$ 97.79 | 9/29/2016 | PO Voided |
| No P.O. | | | | |
| Vendor | Department | Amount | Invoice Date | No PO |
| B&S Services | Precinct 1 | \$ 232.60 | 10/21/2016 | No PO |
| Del Rio Welders | Pct 2 | \$ 16.11 | 10/25/2016 | No PO |
| DS Waters | District Clerk | \$ 22.50 | 10/6/2016 | No PO |
| DS Waters | County Attorney | \$ 11.50 | 10/6/2016 | No PO |
| DS Waters | Court at Law | \$ 12.28 | 10/6/2016 | No PO |
| DS Waters | Justice of the Peace Pct 2 | \$ 19.28 | 10/6/2016 | No PO |
| DS Waters | 83rd District Court | \$ 6.49 | 10/6/2016 | No PO |
| DS Waters | 63rd District Court | \$ 9.00 | 10/6/2016 | No PO |
| Gold Star Exterminators | Building Maintenance | \$ 75.00 | 11/2/2016 | No PO |
| Iron Mountain | District Clerk | \$ 75.00 | 10/31/2016 | No PO |
| Laser Printers & Mailing Services | Tax Office | \$ 1,421.15 | 10/14/2016 | No PO |
| Lone Star Copier | 63rd District Court | \$ 42.50 | 11/2/2016 | No PO |
| Purchase Power | Tax Office | \$ 1,097.93 | 10/23/2016 | No PO |
| U.S. Postmaster | JP 1 | \$ 200.00 | 11/1/2016 | No PO |
| P.O. Issue Date | | | | |
| Vendor | Department | Amount | Invoice Date | Purchase Order Date |
| Baker & Taylor | Library | \$ 21.45 | 10/18/2016 | 10/21/2016 |
| Biblionix | Library | \$ 4,050.00 | 9/7/2016 | 10/4/2016 |
| Del Rio Welders | Building Maintenance | \$ 16.11 | 10/25/2016 | 10/27/2016 |
| Gale | Library | \$ 15.00 | 10/13/2016 | 10/27/2016 |
| Gale | Library | \$ 15.00 | 10/14/2016 | 10/27/2016 |
| Gale | Library | \$ 245.60 | 10/6/2016 | 10/27/2016 |
| Gale | Library | \$ 47.23 | 10/7/2016 | 10/27/2016 |
| Gale | Library | \$ 100.46 | 10/7/2016 | 10/27/2016 |
| Gale | Library | \$ 47.98 | 10/21/2016 | 10/27/2016 |
| Ingram | Library | \$ 15.20 | 10/11/2016 | 10/31/2016 |
| Lone Star Copiers | Court at Law | \$ 133.96 | 10/1/2016 | 10/17/2016 |
| Lone Star Copiers | Court at Law | \$ 96.66 | 10/3/2016 | 10/17/2016 |
| Reginaldo Rangel Jr. | DWI Grant | \$ 580.00 | 9/30/2016 | 10/3/2016 |
| Texas Public Radio | Library | \$ 127.50 | 10/5/2016 | 10/6/2016 |
| Thrive Response, LLC | Fire Department | \$ 3,707.00 | 10/12/2016 | 10/14/2016 |
| Val Verde County Clerk | County Judge | \$ 158.00 | 10/28/2016 | 11/2/2016 |
| P.O. Overage | | | | |
| Vendor | Department | Amount | Invoice Date | Overage Amount |
| Gale | Library | \$ 221.56 | 9/9/2016 | \$27.96 |
| Gale | Library | \$ 47.23 | 9/12/2016 | \$2.76 |

CARD SERVICE CENTER



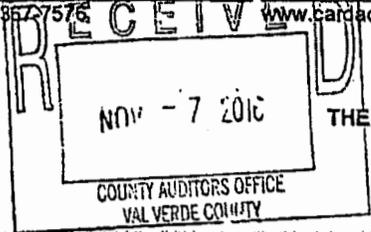
VAL VERDE COUNTY
Account Number: XXXX XXXX XXXX 0369

Billing Questions: 800-862-7575

Website: www.Cardaccount.net

Send Billing Inquiries To:

Card Service Center, PO Box 569120, Dallas, TX 75358



THE BANK & TRUST Credit Card Account Statement
September 28, 2016 to October 28, 2016

SUMMARY OF ACCOUNT ACTIVITY

| | |
|------------------------|---------------------|
| Previous Balance | \$14,289.17 |
| - Payments | \$10,110.05 |
| - Other Credits | \$662.88 |
| + Purchases | \$6,151.04 |
| + Cash Advances | \$0.00 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$140.36 |
| = New Balance | \$9,807.64 |
| Account Number | XXXX XXXX XXXX 0369 |
| Credit Limit | \$85,000.00 |
| Available Credit | \$74,757.00 |
| Statement Closing Date | October 28, 2016 |
| Days In Billing Cycle | 31 |

PAYMENT INFORMATION

| | |
|----------------------|-------------------|
| New Balance: | \$9,807.64 |
| Minimum Payment Due: | \$294.23 |
| Payment Due Date: | November 22, 2016 |

*Roy will present in court 11/14/16
Vendor was not able to get the invoices
to Roy on time so we were not able to
pay them last month which resulted in
the interest charge of \$140.36. To be
paid out of contingency.*

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

| Tran Date | Post Date | Reference Number | Transaction Description | Amount |
|-----------|-----------|-------------------|-----------------------------------|--------------|
| 10/14 | 10/14 | 8559061MGEHM670L3 | PAYMENT - THANK YOU | \$10,110.05- |
| | | | TOTAL XXXXXXXXXXXX0369 | \$10,110.05- |
| 10/04 | 10/05 | 5542950M6MJH38PL0 | SQ *CHAPA'S BAKERY DEL RIO TX | \$18.57✓ |
| 10/05 | 10/06 | 0514048M7LYJH1659 | HEB #418 DEL RIO TX | \$12.24✓ |
| 10/06 | 10/07 | 8518089M8WGV89DTQ | CHINTO'S MEXICAN RESTA DEL RIO TX | \$22.08✓ |
| 10/06 | 10/07 | 8518089M8WGV89DTQ | CHINTO'S MEXICAN RESTA DEL RIO TX | \$40.71✓ |
| 10/06 | 10/07 | 0543684M9EHSKW29E | LITTLE CAESARS 3065-00 DEL RIO TX | \$64.30✓ |
| 10/07 | 10/09 | 0514048M9LYJKFZVY | HEB #418 DEL RIO TX | \$12.80✓ |

Transactions continued on next page

Please see reverse side of page 1 for important information.

5762 0001 BHH 001 7 19 161028 8

PAGE 1 of 4

15 1127 3393 V85 01AB5762

10917

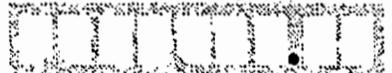
THE BANK & TRUST
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043

CARD SERVICE CENTER

| | |
|----------------------|---------------------|
| Account Number: | XXXX XXXX XXXX 0369 |
| New Balance: | \$9,807.64 |
| Minimum Payment Due: | \$294.23 |
| Payment Due Date: | November 22, 2016 |

Please use enclosed envelope to remit payment.

Amount Enclosed: \$



Indicate name or address change on reverse side and check here.

Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

VAL VERDE COUNTY 10917
ATTN: TERESA LOWE
901 N BEDELL AVE STE A
DEL RIO TX 78840-4170



559061339370036900029423009807641

#31

#32

Purchase Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 11/8/2016

| Solution | | |
|-----------|--|--|
| Item | Product Description | Agreement Information |
| 1. W5135T | (SOT-W5135 COPIER) S/N VXW014400 - Office Finisher | Purchase Price: \$539.00 This agreement modifies the current Xerox Agreement 951712462 for W5135T S/N VXW014400 as of payment 71. |
| | | Requested Effective Date: 12/1/2016 |

| Maintenance Pricing | | | | | |
|---------------------|-------------------------|---|---------------------|----------------------|--|
| Item | Monthly Minimum Payment | Meter | Print Charges | | Maintenance Plan Features |
| | | | Volume Band | Per Print Rate | |
| 1. W5135T | \$18.30 | 1: Total | 1 - 1,000 1,001+ | Included \$0.0183 | - Term: 12 Months - Consumable Supplies Included for all prints |
| Total | \$18.30 | Minimum Payments (Excluding Applicable Taxes) | | | |

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/8/2016.

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



4732

Lease Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 11/8/2016

State or Local Government Negotiated Contract : 072714800

| Solution | | | |
|----------|--|---|---|
| Item | Product Description | Agreement Information | Trade Information |
| 1. | WC5335PT (WC5335 PRINTR/TANDEM) - Office Finisher Lx - Customer Ed - Analyst Services | Lease Term: 60 months Purchase Option: FMV | - Xerox WC5135 S/N VXW014400 Trade-In as of Payment 73 |
| | | | Requested Install Date: 11/24/2016 |

| Monthly Pricing | | | | | |
|-----------------|--------------------------|---|---------------------|----------------------|---|
| Item | Lease Minimum Payment | Print Charges | | | Maintenance Plan Features |
| | | Meter | Volume Band | Per Print Rate | |
| 1. WC5335PT | \$127.01 | 1: Total | 1 - 1,000 1,001+ | Included \$0.0068 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$127.01 | Minimum Payments (Excluding Applicable Taxes) | | | |

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/8/2016.

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



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HUB

| | | | | | |
|----------------------------------|----------|----------|----------|----------|----------|
| Start Date | 6/1/2019 | 6/1/2019 | 6/1/2019 | 6/1/2019 | 6/1/2019 |
| Term (months) | 12 | 24 | 36 | 48 | 60 |
| \$ kWh GLO contract Price to Hub | \$ 40.49 | \$ 41.30 | \$ 42.70 | \$ 43.39 | \$ 44.31 |
| Effective Rate GRT/PUCA Included | \$ 38.04 | \$ 38.83 | \$ 40.20 | \$ 40.87 | \$ 41.77 |

Price to Load Zone

| | | | | | |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|
| Start Date | 6/1/2019 | 6/1/2019 | 6/1/2019 | 6/1/2019 | 6/1/2019 |
| Term (months) | 12 | 24 | 36 | 48 | 60 |
| \$ MWH GLO contract Price to LZ | \$ 43.13 | \$ 44.07 | \$ 45.66 | \$ 46.52 | \$ 47.61 |
| Effective Rate GRT/PUCA included | \$ 40.68 | \$ 41.60 | \$ 43.16 | \$ 44.00 | \$ 45.07 |
| Current GLO Price | \$ 50.12 | \$ 50.12 | \$ 50.12 | \$ 50.12 | \$ 50.12 |
| Term MWH | 1845 | 3683 | 5531 | 7379 | 9232 |
| Savings | \$ 12,897 | \$ 22,282 | \$ 24,668 | \$ 26,564 | \$ 23,172 |

GRT/PUCA

| | | | | | |
|------------------|-----------|-----------|-----------|-----------|-----------|
| Energy | \$ 43.13 | \$ 44.07 | \$ 45.66 | \$ 46.52 | \$ 47.61 |
| TDSP | \$ 69.92 | \$ 69.92 | \$ 69.92 | \$ 69.92 | \$ 69.92 |
| Total | \$ 113.05 | \$ 113.99 | \$ 115.58 | \$ 116.44 | \$ 117.53 |
| GRT/PUCT Savings | \$ 2.45 | \$ 2.47 | \$ 2.50 | \$ 2.52 | \$ 2.54 |

From: Mark Michna [mailto:mmichna@cavallotspp.com]
 Sent: Friday, November 4, 2016 9:33 AM
 To: rmusquiz@valverdecountry.org
 Cc: Nancy Sutton <nsutton@cavallotspp.com>
 Subject: GLO Market Update

Roy, I wanted to stay engaged with you on this market opportunity. The Texas General Land Office is pleased to submit the following proposal for full requirements fixed price electric service beginning June 2019.

The quote is a fixed price product with regulated TDSP charges and Hub to Load Zone basis passed through at cost and without markup. We offer a flexible usage bandwidth (unlimited) with no-routine monthly or annual settlements, and a liberal 3% add/delete provision. The price is inclusive of all energy, capacity,

AGX

#136

COUNTY OF VAL VERDE §

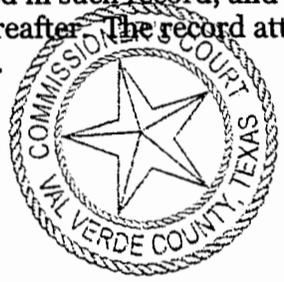
STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is GENEROSA G. RAMON, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's Office for the County of Val Verde, Texas. Attached hereto are 4 () pages of records known as (Order) N/A. The records are kept by me as County Clerk, County of Val Verde, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. ~~The record attached hereto is the original or exact duplicate of the official record.~~



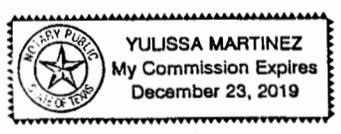
Generosa G. Ramon

GENEROSA G. RAMON
VAL VERDE COUNTY CLERK

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared GENEROSA G RAMON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of NOVEMBER, 2016.

(SEAL)



[Signature]

Notary Public, State of Texas
My commission expires: 12-23-2019

#36

**ORDER ADOPTING RULES OF VAL VERDE COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES**

PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Val Verde County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Val Verde, Texas; and

WHEREAS, the Commissioners Court of Val Verde County, Texas finds that the use of on-site sewage facilities in Val Verde County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Val Verde County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Val Verde County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Val Verde County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Val Verde County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

#35

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility (OSSF) Order for Val Verde County, Texas.

SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The County of Val Verde, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the areas lying within Val Verde County, Texas, except for areas regulated under an existing Order, Ordinance or Resolution.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Val Verde County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Val Verde County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Val Verde, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Val Verde County, Texas:

- (A) All lots of one acre or less located in the Amistad Land Use and Zoning Area will be required to install aerobic systems only; this order would apply to new and replacement systems only.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Val Verde County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Val Verde County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Val Verde County, Texas.

SECTION 14. ENFORCEMENT PLAN

The County of Val Verde, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Val Verde County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Val Verde County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS 14th DAY OF November, 20 16.

APPROVED:

(SEAL)



Efran Valdez
County Judge

ATTEST:

Marcia A. Ramirez
County Clerk

ORDER AMENDMENT PROCEDURES

This first part of §285.10 in the rules is about amendments to existing orders:

(c) Amendments to existing orders, ordinances, or resolutions.

(1) To ensure that the authorized agent's program is consistent with current commission rules, the executive director may require periodic amendments of OSSF orders, ordinances, or resolutions.

(2) An authorized agent may initiate an amendment. The authorized agent shall use the procedures in subsection (b) of this section.

(3) The amendment shall be effective on the date the amendment is approved by the executive director.

This part is the subsection (b) noted above:

(b) Requirements and procedures.

(1) Upon request from a local governmental entity, the executive director shall forward a description of the delegation process and provide a copy of the executive director's model order, ordinance, or resolution.

(2) If the OSSF program is delegated to a municipality, the jurisdiction of the authorized agent will be limited to the municipality's incorporated area.

(3) To receive delegation as an authorized agent, a local governmental entity shall draft an order, ordinance, or resolution that meets the requirements of this chapter and THSC, '366.032. **The local governmental entity shall use the model order, ordinance, or resolution as a guide for developing its order, ordinance, or resolution.**

(4) **If the local governmental entity proposes more stringent standards than those in this chapter, the local governmental entity shall submit the proposed order, ordinance, or resolution to the executive director for review and comment before publishing notice.**

(A) **Each more stringent requirement shall be justified based on greater public health and safety protection. The written justification shall be submitted to the executive director with the draft order, ordinance, or resolution.**

(B) The executive director shall review the draft order, ordinance, or resolution and provide written comments to the local governmental entity within 30 days of receipt.

(C) **If the local governmental entity's draft order, ordinance, or resolution meets the requirements of this chapter, the executive director will notify the local governmental entity in writing to continue the process outlined in this subsection.**

(D) If the local governmental entity's draft order, ordinance, or resolution does not meet the requirements of this chapter, the executive director will not continue the review process until all requirements have been met. The executive director will notify the local governmental entity in writing of all deficiencies.

Roger Cerny

From: Howard, Sarah <sarah_howard@nps.gov>
Sent: Friday, October 21, 2016 1:24 PM
To: roger_cerny@valverdecountry.org
Subject: proposed mouflon sheep trapping activity on county land near Hwy 277 bridge

Hello Roger,
In reference to our phone conversation, I am sending here a description of our proposed project to trap and remove mouflon sheep from Amistad National Recreation Area.

Mouflon sheep are an undesirable exotic species and the herd is doing a lot of damage to lands owned by Amistad in the vicinity of the San Pedro drainage, and we have also had complaints from private landowners about resource damage. The total herd size is unknown but is at least 400-800 animals. In an effort to restore this area, we are seeing to trap and remove mouflon sheep. The piece of county land in this area is thought to be an ideal location to attract animals to a pen setup. They frequently move between our Hunt Area 5 on the west side of the highway to our lands and private ranches on the east side of the highway, and have been spotted in the vicinity of county land frequently (see attached map). We would be working with a private company who have pen setups to construct a temporary pen, baited with food and water. The pens themselves are custom sized and can be arranged in a variety of ways to suit the trapping site; they are constructed of 10' panels. We would propose to put an NPS padlock on the gate to this piece of property such that the trapping company and staff could access the site at any time to remove animals. The pen has cell service enabled cameras to record what enters and doors which can be triggered to close automatically once we see (via cell phone/texting) what animals have entered the pen. We would ideally like to operate the pen in this location for 4-6 months, starting in late November/early December, to test whether it is successful. If captured, the animals would be taken to livestock auctions for sale by the trapping company.

I hope I haven't burdened you overly much with the details of the project, but if I'm leaving out something, please don't hesitate to call me or email me.

Thanks in advance for your consideration of this project,

Sarah Howard
Biologist
Amistad National Recreation Area
Physical address: 9685 Highway 90 West
Mailing address: 4121 Veterans Blvd
Del Rio, TX 78840
sarah_howard@nps.gov
Office Phone: 830-775-7491 x 3209





COPY

Liability Renewal Questionnaire

Member: Val Verde County

Coverage Period: February 21, 2017 through February 21, 2018

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. **NOTE: Omitted information may result in an exclusion from coverage.**

The following coverage is eligible for renewal:

- Auto Liability
- Auto Physical Damage
- General Liability
- Public Officials Liability
- Law Enforcement Liability

Your Vehicle Schedule is attached to this renewal questionnaire. We ask that you review your Vehicle Schedule carefully and report any of the following:

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Sabrina Pena at 800-456-5974 or sabrinae@county.org.

Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Roger Cerny

Email: roger_cerny@valverdecountry.org

Phone Number: (830) 774-7570

Fax Number: (830) 774-7642

Address: 400 Pecan St

City, State, Zip: del Rio TX, 78840-5140

Liability Renewal Questions

1. Please update the total number of Val Verde County employees, including elected officials.

| | Total | Airport | Hospital | |
|----------------------|-------|---------|----------|---|
| Full Time Employees: | 219 | 0 | 0 | Full Time = 35 or more hours per week |
| Part Time Employees: | 12 | | | Part Time = Less than 35 hours per week |
| Volunteers: | 23 | | | Volunteer = Actively serving |

Auto Liability

Current Auto Liability Deductible: \$0

To make changes to your current Auto Liability coverage, please complete the section below:

| Coverage | Currently Included | Add to Coverage | Reject from Coverage | Current Limit | Change Limit | Limit Options |
|-----------------------------------|-------------------------------------|-----------------|---------------------------------|-------------------------------|--------------------------|--|
| Auto Liability | <input checked="" type="checkbox"/> | | | \$100,000/\$300,000/\$100,000 | <input type="checkbox"/> | <input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 |
| Personal Injury Protection | <input checked="" type="checkbox"/> | | <input type="checkbox"/> Reject | \$5,000 | | |
| Uninsured / Underinsured Motorist | <input checked="" type="checkbox"/> | | <input type="checkbox"/> Reject | \$100,000/\$300,000/\$100,000 | <input type="checkbox"/> | <input type="checkbox"/> \$30k/\$60k/\$25k <input type="checkbox"/> \$50k/\$100k/\$50k <input type="checkbox"/> \$100k/\$300k/\$100k |
| Personally Owned Vehicle | <input checked="" type="checkbox"/> | | <input type="checkbox"/> Reject | Within Auto Liability Limits | | |

PERSONALLY OWNED VEHICLES

Each vehicle owner is required by law to maintain his/her own personal auto liability insurance. For all vehicles covered under the Personally Owned Vehicle endorsement, please provide the following:

CONSTABLE PRECINCT 2

| Vehicle Owner | Insurance Company | Policy Number | Phone Number |
|---------------------|-------------------|-------------------|---------------------|
| <i>BARRY C WEST</i> | <i>FARMERS</i> | <i>448 785 63</i> | <i>800 225-0011</i> |

Vehicle Schedule Verification

Yes, I have reviewed Val Verde County's Vehicle Schedule, and made corrections and updates which are incorporated into this Liability Renewal Questionnaire.

Auto Physical Damage

Current Auto Physical Damage Collision Deductible: \$1,000
Current Auto Physical Damage Comprehensive Deductible: \$1,000

Texas Association of Counties
Risk Management Pool

Val Verde County # 2330
Coverage Number: R-CAS-2330-20170221-1

General Liability

Current General Liability Deductible: \$0

To make changes to your current General Liability coverage, please complete the section below:

| Coverage | Currently Included | Add to Coverage | Reject from Coverage | Current Limit | Change Limit | Limit Options |
|----------------------------|-------------------------------------|---------------------------------|----------------------|-------------------------------|--------------------------|--|
| General Liability | <input checked="" type="checkbox"/> | | | \$100,000/\$300,000/\$100,000 | <input type="checkbox"/> | <input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 |
| Law Enforcement Watercraft | | <input type="checkbox"/> Add | | | | |
| Unmanned Aircraft | | <input type="checkbox"/> Add | | | | |

1. If Law Enforcement Watercraft is selected: How many law enforcement watercrafts under 26 feet, do you own?

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model _____
- b. Weight in lbs including all attachments _____
- c. Year and Serial Number _____
- d. Description of use _____
- e. Operator Name _____
- f. FAA Registration Number _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

3. Does your county own an airport? Yes No

If yes, who operates the airport? THE City of DEL RIO

If the airport is privately operated, the Pool recommends Val Verde County request a currently dated Certificate of Insurance issued by the airport operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability (airport facility operations)
- Employment Practices Liability
- Property (if the County owns the building)

Law Enforcement Liability

Current Law Enforcement Liability Deductible: \$5,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

| Coverage | Currently Included | Add to Coverage | Reject from Coverage | Current Limit | Change Limit | Limit Options |
|---|-------------------------------------|---|---------------------------------|---------------|--------------------------|--|
| Law Enforcement Liability | <input checked="" type="checkbox"/> | | | \$2,000,000 | <input type="checkbox"/> | <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 |
| District Judge | <input checked="" type="checkbox"/> | | <input type="checkbox"/> Reject | | | |
| Additional Punitive Damage - Increased Limits (\$1,000,000) | | <input checked="" type="checkbox"/> Add | | | | |
| Unmanned Aircraft | | <input type="checkbox"/> Add | | | | |

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

Example: Sheriff's Department, Constables' Offices, Detention Facilities

- Val Verde County Attorney's Office
- Val Verde County Constable's Office
- ~~Val Verde County Employees Of The District Attorney's Office~~
- Val Verde County Juvenile Probation Department
- Val Verde County Sheriff's Office

NOT COUNTY EMPLOYEES

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model _____
- b. Weight in lbs including all attachments _____
- c. Year and Serial Number _____
- d. Description of use _____
- e. Operator Name _____
- f. FAA Registration Number _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

N/A

3. Please provide below, the current number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. *If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.*

NOTE: Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

| Actively Engaged | | Juvenile | | Other | | Reserves | |
|--|---|--|--|--|---|--|--|
| Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel | | Include: probation officers, detention center guards, boot camp instructors | | Include: dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel | | Include: all reserve and auxiliary officers and employees | |
| Class A | Full Time: <u>46</u> Part Time: <u>8</u> | Class B | Full Time: <u>7</u> Part Time: <u>4</u> | Class C | Full Time: <u>23</u> Part Time: <u>1</u> | Class D | Full Time: <u>0</u> Part Time: <u>9</u> |

4. Does Val Verde County participate in a Law Enforcement Task Force? Yes No

If yes, do you lead this Task Force? Yes No

Name of Law Enforcement Task Force: HIGH INTENSITY DRUG TRAFFICKING AREA

5. Do you participate in a Mutual Aid Agreement? Yes No

If yes, list name of Mutual Aid Agreement STATE + LOCAL HIDTA TASK FORCE AGREEMENT

6. Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes No

If yes, provide details or circumstances which are unprivileged public information.

7. Does Val Verde County own a Jail Facility and/or Detention Facility? Yes No

If yes, who operates the Jail Facility? N/A

If yes, who operates the Detention Facility? 3rd/63rd Judicial District Judges

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Val Verde County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability
- Employment Practices Liability
- Property (if the County owns the building)

8. If Val Verde County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards.

9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage.

Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes No

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes No

Public Officials Liability

Current Public Officials Liability Deductible: \$5,000

To make changes to your current Public Officials coverage, please complete the section below:

| Coverage | Currently Included | Add to Coverage | Reject from Coverage | Current Limit | Change Limit | Limit Options |
|---|-------------------------------------|--|------------------------------------|---------------|--------------------------|---|
| Public Officials Liability | <input checked="" type="checkbox"/> | | | \$2,000,000 | <input type="checkbox"/> | <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 |
| District Attorney | | <input type="checkbox"/> Add | | | | |
| District Judge | <input checked="" type="checkbox"/> | | <input type="checkbox"/> Reject | | | |
| Additional Punitive Damage - Increased Limits (\$1,000,000) | | <input checked="" type="checkbox"/> Add | | | | |
| Back Wages - Optional Increased Limits (included coverage limit is \$50,000/\$100,000) | | <input checked="" type="checkbox"/> Add | | | <input type="checkbox"/> | <input type="checkbox"/> \$50,000/\$100,000 <input type="checkbox"/> \$100,000/\$250,000 <input type="checkbox"/> \$250,000/\$500,000 <input type="checkbox"/> \$500,000/\$1,000,000 <input type="checkbox"/> \$1,000,000/\$1,000,000 |

Acknowledgement and Acceptance

Val Verde County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

Efran Talley

Signature of County Judge or presiding official of the Political Subdivision

4/14/4

Date

Hoopla Comparable Stats – Val Verde County Library

Using a sampling of 50 libraries with servicing populations between 45,000 and 51,000 I can supply the following averages in regards to hoopla Statistics.

- Servicing Population - 49,464
- Monthly Circulation Limit - 10 (Ranging between 4 and 25)
- Monthly Budget Cap - \$1,673 (Only 10 libraries have this in place ranging from \$500 to \$4,000)
- Active Patrons - 134

**hoopla counts an Active Patron as one that has borrowed in the past 30 days

There are a number of Texas libraries included in this sampling and their specific averages are as follows.

- Servicing Population - 49,166
- Monthly Circulation Limit - 7 (Ranging between 5 and 12)
- Monthly Budget Cap - One library in the group has a cap set at \$2,000/month
- Active Patrons - 275

Proposed initial limits for Val Verde County

\$3000. Deposit

Monthly spending \$800.

Patron limit 8 items per month

No additional monies will be required for 3.75 possibly longer.



1140

hoopla® Service Agreement

This hoopla Service Agreement ("Agreement") is made as of this ___ day of _____, 201__ ("Effective Date") by and between _____ (the "Library"), and Midwest Tape, LLC.

Whereas, Midwest Tape offers its hoopla digital service ("hoopla," the "Service," or the "hoopla Service") to libraries to allow authorized library patrons to access digital media content using smart phones, tablets, computers, and web browsers;

Whereas, the Service is comprised of a digital media platform that includes content in multiple formats (e.g., movies, television programs, music, audiobooks, eBooks, and comics) and is designed to be accessible 24/7 in accordance with circulation limits (if any) and other settings established by the user's library system; and

Whereas, the Library wishes to make hoopla available to the Library's authorized users ("Patrons");

Now, therefore, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

I. **DEFINITIONS.** The following definitions apply wherever those terms appear in this Agreement:

"Digital Media Application" means one or more computer programs maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain smart phones, computer tablets, and/or other mobile devices. The Digital Media Application currently bears the name "hoopla."

"Digital Media Platform" means one or more computer programs owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the Digital Media Application, hoopla digital Website, and hoopla Library Administration Website.

"Digital Titles" means any and all movies, television programs, music, audiobooks, eBooks, comics, and other audio or visual works that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

"hoopla Library Administration Website" means a Midwest Tape website that may be accessed and utilized by the Library to manage content available to Patrons in the Digital Media Platform, and to administer Library policies in regard to Patron use of the Service.

"hoopla digital Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, download, and/or return Digital Titles.

"Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

"Library Website" means a website owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.



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"Marks" means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, and trade dress associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

"Midwest Tape" means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of distributing media content in digital form to libraries and library users via the Digital Media Platform.

"Service Partners" means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Service.

"Title Summary and Promotional Data" means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

"Vendor" means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Service to the Library.

II. LIBRARY RIGHTS & OBLIGATIONS.

Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Digital Media Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Service and pursuant to this Agreement; (b) promoting awareness and authorized use of the Service, including via postings on the Library Website(s); and (c) establishing and implementing Library-specific policies in regard to use of the Service by the Library and Patrons, consistent with this Agreement and the requirements of the Digital Media Platform.

Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to the Library above in this Section II, the Library shall have no right in or to, or ownership of, the Service, Digital Titles, Digital Media Platform, hoopla digital Website, hoopla Library Administration Website, Digital Media Application, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by Midwest Tape in connection with this Agreement. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Service and/or the Digital Media Platform, or to make, sell, or distribute any variations or derivative works of the Service and/or the Digital Media Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to prohibit Patrons from engaging in activities that infringe on these rights, and to refrain from facilitating such activities. In addition, the Library will comply with all other requirements communicated by Midwest Tape with respect to any Intellectual Property Rights and the Marks.

No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles. Accordingly, the Library may not offer any Digital Titles as a performance in order to entice Patrons or the general public to come to an event, sponsored by the Library or otherwise:

General Obligations. To facilitate the successful introduction of the Service to, and use of the Service by, Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Service is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Service and can assist in the promotion and the use of the Service by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla



digital Website on the Library Website's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Service; (e) manage all funds designated or appropriated for use of the Service; (f) participate in the implementation of the Service at the Library, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Service; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Service and the Library Website, as well as reasonable technical services to support and maintain the Service during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Service and/or the use of the Service, including any changes that could impact the process of Patron authentication.

Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Service into the Library Website or other systems.

Use of the hoopla Library Administration Website. The Library agrees that it is solely responsible for managing its use of the hoopla Library Administration Website and using that website as designed, including by establishing, verifying, and maintaining any settings and controls regarding use of the Service by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

Library Website. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Website. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Service with the Library's own Library Website or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Website, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Service.

Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Service, responding to Patron questions regarding the functionality and technical requirements of the hoopla digital Website and the Digital Media Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, expressed or implied, to anyone concerning the Service, Digital Titles, Digital Media Application, Digital Media Platform, hoopla digital Website, and/or hoopla Library Administration Website.

Compliance with Applicable Laws and Regulations. The Library will, at its own expense, comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with the Library's performance under this Agreement.

Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, hoopla Library Administration Website, hoopla digital Website, and Digital Media Application.

III. FEES, PAYMENTS & REPORTING.

Advance. On or before the Effective Date, the Library shall remit to Midwest Tape an advance/down payment ("Advance") in the amount of \$ _____, i.e., the amount indicated in Appendix A for the Library's service-area population. These funds will be applied toward payment of future invoices for transactions in the Per Circulation Program, described below, unless the Library notifies Midwest Tape on or before the Effective Date that the Library instead prefers to use such funds to pay Midwest Tape for hoopla promotional materials, events, or communication efforts in connection with the introduction of the Service to Library Patrons. Upon written notice to Midwest Tape, the Library may choose to send additional funds to Midwest Tape to reestablish or replenish the Advance.

Per Circulation Program. The Library shall pay Midwest Tape a Per Circulation Fee for each Circulation of a Digital Title. A "Circulation" occurs when the Library or a Patron using the Service, via the Digital Media Application or the hoopla digital Website, selects "borrow" and thereby obtains the opportunity to access, view, stream, or temporarily download a Digital Title for a specific period of time that is terminated either (i) upon expiration of the applicable borrowing period for that Digital Title, or (ii) when the Digital Title is returned before the end of the applicable borrowing period for that Digital Title. Midwest Tape shall be entitled to payment of a fee for each Circulation, regardless of whether the Digital Title is actually accessed, viewed, streamed, or downloaded during that circulation period. The "Per Circulation Fees" for individual Digital Titles are listed in the hoopla Library Administration Website and are subject to change from time to time. The Service allows for an unlimited number of Circulations of each of the Digital Titles that are available to the Library's Patrons, so that multiple Patrons may access the same Digital Title(s) simultaneously via multiple transactions.

Invoicing and Payment. Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period, recorded in UTC time, in which Circulations occur. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request.

Reporting. Through the hoopla Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

IV. TERM AND TERMINATION.

Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.



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Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under Section III of this Agreement for a period of at least thirty (30) days.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Service, Digital Media Application, Digital Media Platform, Digital Titles, Marks, Metadata, and Promotional Postings; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

V. MIDWEST TAPE RIGHTS & OBLIGATIONS.

The hoopla Service. Midwest Tape and/or its Service Partners will: (a) host and support the Service as provided in this Agreement; (b) designate an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Service; and (c) provide the Library with access to the hoopla Library Administration Website, which offers tools to enable the Library to manage use of the Service, including in regard to Patron borrowing limits, lending policies, title blocking, ratings- and user-advisory settings, usage dashboard, and reporting.

Ownership of Vendors's Intellectual Property. Subject to the provisions of this Agreement, Vendors retain all of their Intellectual Property Rights in and to the Vendor's Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Service.

Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

Modifications to Digital Media Platform. Midwest Tape has the right to modify, at any time, the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, and other aspects and features of hoopla in Midwest Tape's sole discretion, in order to develop, modify, or improve operations, performance, or functionality.

Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Service; (b) set or adjust the applicable Per Circulation Fee(s); (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the hoopla Library Administration Website, or other means of major modifications to the functionality of the Service.

Promotion of the Service. Midwest Tape may, at its own expense and in its own discretion, publicize the Service and communicate with the general public and Patrons regarding the availability, features, and use of the Service, Digital Titles, Digital Media Platform, and Digital Media Application.

Support. Midwest Tape will support the Service by maintaining help files, information, and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to help the Library perform the Library's obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Service.



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Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Service. Midwest Tape will make technical support personnel available for feedback, problem-solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the System, Digital Media Platform, Digital Media Application, hoopla digital Website, and hoopla Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Service as they become available (the "Secondary Support"). Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided by Midwest Tape to Patrons will be in Midwest Tape's sole discretion.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down-time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside the control of Midwest Tape. Scheduled down-time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

VI. MISCELLANEOUS.

Indemnities. The Midwest Tape will indemnify the Library from and against all liability resulting from the negligence or willful conduct of Midwest Tape, its employees and agents in providing of the services set forth herein, except to the extent such liability is proximately caused by the negligence or willful conduct of the Library.

The term "liability" includes but is not limited to legal fees and expenses, penalties and interest.

This indemnification agreement shall remain in effect even if this Agreement is terminated.

DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED BY MIDWEST TAPE IN THIS AGREEMENT, MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter. Confidential Information includes, without limitation, any and all non-public business plans, customer information, pricing; contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any



such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any successor carrying on that part of the business to which this Agreement relates or to any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

Midwest Tape, LLC:
6950 Hall Street
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

Library: _____

Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

Entire Agreement. This Agreement is an integrated Agreement containing the entire understanding between the Parties regarding the subject matter of this Agreement, and, except for the representations, warranties, and promises expressly set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by either Party as an inducement to enter into this Agreement. This Agreement prevails over all prior communications or agreements between the Parties or their representatives regarding the subject matter hereof.

[Remainder of page intentionally left blank.]

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Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

Name of Library: _____

MIDWEST TAPE, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Appendix A

Advance Schedule

| Population of Service Area | Advance in U.S. Dollars |
|----------------------------|-------------------------|
| > 1,000,000 | \$ 100,000 |
| 500,000 - 999,999 | \$ 75,000 |
| 300,000 - 499,999 | \$ 50,000 |
| 200,000 - 299,999 | \$ 35,000 |
| 100,000 - 199,999 | \$ 25,000 |
| 50,000 - 99,999 | \$ 12,000 |
| 16,000 - 49,999 | \$ 3,000 |
| 0 - 15,999 | \$ 1,000 |

Service Agreement Advance

(Fill in according to Schedule Above)

| Population of Service Area | Advance |
|----------------------------|---------|
| | \$ |

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TREASURER'S REPORT

OCTOBER 2016

VOL. 47 PAGE 740

AARON D. RODRIGUEZ

COUNTY TREASURER
VAL VERDE COUNTY
901 BEDELL AVE, STE F
DEL RIO, TEXAS 78840
(830) 774-7587

ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of OCTOBER 2016.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 14th day of November, 2016



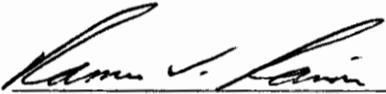
Efraim Valdez, County Judge

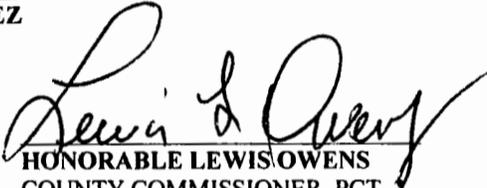
1142

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on August 8th, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for OCTOBER 2016, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 14th day of November, 2016.


HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

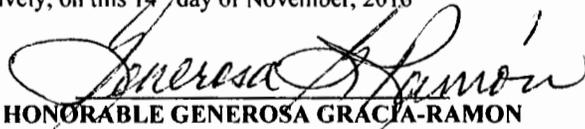

HONORABLE RAMIRO V. RAMON
COUNTY COMMISSIONER, PCT. 1


HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 14th day of November, 2016


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK



Val Verde County, TX

Detail Report Account Summary

Date Range: 10/01/2016 - 10/31/2016

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| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Fund: 1111 - General Fund | | | | | | |
| <u>1111-1111-00-11020</u> | Cash - Del Rio Bank & Trust Westexan | 1,609,886.70 | 85,552.55 | 1,728,112.21 | 1,642,559.66 | 1,695,439.25 |
| <u>1111-1111-00-11030</u> | Cash - Texpool | 1,115.79 | 0.31 | 0.31 | 0.00 | 1,116.10 |
| <u>1111-1111-00-11040</u> | Cash - General Fund Texpool 2 | 1,249.72 | 0.31 | 0.31 | 0.00 | 1,250.03 |
| <u>1111-1111-00-11060</u> | Cash - Hot Tax | 22,805.90 | 2,132.34 | 2,615.34 | 483.00 | 24,938.24 |
| | Total Fund: 1111 - General Fund: | 1,635,058.11 | 87,685.51 | 1,730,728.17 | 1,643,042.66 | 1,722,743.62 |
| Fund: 1133 - SL 179 | | | | | | |
| <u>1133-1111-00-11160</u> | Cash - SL79 | 172,155.04 | 6.82 | 6.82 | 0.00 | 172,161.86 |
| | Total Fund: 1133 - SL 179: | 172,155.04 | 6.82 | 6.82 | 0.00 | 172,161.86 |
| Fund: 1134 - Library Construction | | | | | | |
| <u>1134-1111-00-21115</u> | Cash - Library Construction | 2,959,958.00 | -4,610.92 | 0.00 | 4,610.92 | 2,955,347.08 |
| | Total Fund: 1134 - Library Construction: | 2,959,958.00 | -4,610.92 | 0.00 | 4,610.92 | 2,955,347.08 |
| Fund: 1166 - SF Pastures | | | | | | |
| <u>1166-1111-00-11150</u> | Cash - San Felipe Pastures | 38,259.93 | 6,111.22 | 7,259.68 | 1,148.46 | 44,371.15 |
| | Total Fund: 1166 - SF Pastures: | 38,259.93 | 6,111.22 | 7,259.68 | 1,148.46 | 44,371.15 |
| Fund: 1177 - Tax Note 2013 | | | | | | |
| <u>1177-1111-00-11000</u> | Cash - 2013 Tax Note | 106,161.41 | -4,189.32 | 4.14 | 4,193.46 | 101,972.09 |
| | Total Fund: 1177 - Tax Note 2013: | 106,161.41 | -4,189.32 | 4.14 | 4,193.46 | 101,972.09 |
| Fund: 1178 - Tax Note 2016 | | | | | | |
| <u>1178-1111-00-11000</u> | Cash - 2016 Tax Note | 0.00 | 2,500,092.47 | 2,500,092.47 | 0.00 | 2,500,092.47 |
| | Total Fund: 1178 - Tax Note 2016: | 0.00 | 2,500,092.47 | 2,500,092.47 | 0.00 | 2,500,092.47 |
| Fund: 1222 - Balance Road & Bridge | | | | | | |
| <u>1222-2222-00-11130</u> | Cash - Road & Bridge Fund - Texas Community Bank | 421,440.14 | -107,125.70 | 109,367.99 | 216,493.69 | 314,314.44 |
| <u>1222-2222-00-11140</u> | Cash - Road & Bridge Texpool | 804.82 | 0.31 | 0.31 | 0.00 | 805.13 |
| | Total Fund: 1222 - Balance Road & Bridge: | 422,244.96 | -107,125.39 | 109,368.30 | 216,493.69 | 315,119.57 |
| Fund: 1333 - Interest & Sinking | | | | | | |
| <u>1333-3333-00-11070</u> | Cash - Interest & Sinking Fund Bank & Trust | 15,638.90 | 1.80 | 1.80 | 0.00 | 15,640.70 |
| <u>1333-3333-00-11071</u> | Cash - Interest and Sinking Bank Trust Money M | 206,398.80 | 73.80 | 73.80 | 0.00 | 206,472.60 |
| <u>1333-3333-00-11080</u> | Cash - Interest & Sinking Fund Texas Community | 1,922,549.47 | 124,943.00 | 124,943.00 | 0.00 | 2,047,492.47 |
| <u>1333-3333-00-11090</u> | Cash - Interest & Sinking Fund Texpool | 4,146.52 | 1.24 | 1.24 | 0.00 | 4,147.76 |
| <u>1333-3333-00-11200</u> | Cash - Interest & Sinking Fund CD | 620,601.69 | 0.00 | 0.00 | 0.00 | 620,601.69 |
| <u>1333-3333-00-11230</u> | Cash - Interest & Sinking T-Bills | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total Fund: 1333 - Interest & Sinking: | 2,769,335.38 | 125,019.84 | 125,019.84 | 0.00 | 2,894,355.22 |
| Fund: 1444 - Payroll Clearing County | | | | | | |
| <u>1444-4444-00-11110</u> | Cash - Payroll Clearing Bank & Trust | 172,146.72 | -81,841.58 | 733,035.00 | 814,876.58 | 90,305.14 |

Detail Report

Date Range: 10/01/2016 - 10/31/2016

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|--|---|----------------------|----------------------|---------------------|---------------------|----------------------|
| Total Fund: 1444 - Payroll Clearing County: | | 172,146.72 | -81,841.58 | 733,035.00 | 814,876.58 | 90,305.14 |
| Fund: 1555 - Law Library | | | | | | |
| <u>1555-1111-00-11100</u> | Cash - Law Library | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>1555-1111-00-11170</u> | Cash - Texas Community Bank Law Library | 27,687.79 | -1,786.94 | 895.29 | 2,682.23 | 25,900.85 |
| Total Fund: 1555 - Law Library: | | 27,687.79 | -1,786.94 | 895.29 | 2,682.23 | 25,900.85 |
| Fund: 2666 - Grants | | | | | | |
| <u>2666-6666-00-21010</u> | Cash - Border Prosecution 2537706 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21060</u> | Cash - HIDTA Amistad Intell 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21132</u> | Cash - HIDTA Del Rio Task For 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21134</u> | Cash - HIDTA Eagle Pass Task 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21136</u> | Cash - HIDTA Amistad Intell 2015 | 134.99 | 0.00 | 0.00 | 0.00 | 134.99 |
| <u>2666-6666-00-21140</u> | Cash - National Park Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21160</u> | Cash - Southwest Border Prosecution Initiative | 42,538.29 | 0.00 | 0.00 | 0.00 | 42,538.29 |
| <u>2666-6666-00-21191</u> | Cash - Stonegarden 2014 | 6,123.88 | 0.00 | 0.00 | 0.00 | 6,123.88 |
| <u>2666-6666-00-21215</u> | Cash - T.D.H.C.A. #7214013 | 0.00 | 0.00 | 72,300.66 | 72,300.66 | 0.00 |
| <u>2666-6666-00-21230</u> | Cash - T.C.D.B.G. #713125 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21250</u> | Cash - T.C.D.B.G. #713479 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21290</u> | Cash - Texas Dept of Transportation Amistad Acres | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21298</u> | Cash - West Gate | 199,397.40 | 7,598.10 | 206,995.50 | 199,397.40 | 206,995.50 |
| <u>2666-6666-00-21300</u> | Cash - Non Reportable Grants | 46,308.87 | -28,660.58 | 7,234.73 | 35,895.31 | 17,648.29 |
| <u>2666-6666-00-21310</u> | Cash - Texas A & M Forest Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 2666 - Grants: | | 294,503.43 | -21,062.48 | 286,530.89 | 307,593.37 | 273,440.95 |
| Fund: 4121 - Val Verde County Auditors Special Account | | | | | | |
| <u>4121-1400-00-41000</u> | Cash - County Auditor Special Account | 2,510,176.35 | -2,499,992.72 | 60,970.83 | 2,560,963.55 | 10,183.63 |
| Total Fund: 4121 - Val Verde County Auditors Special Account: | | 2,510,176.35 | -2,499,992.72 | 60,970.83 | 2,560,963.55 | 10,183.63 |
| Fund: 4145 - Security Fees | | | | | | |
| <u>4145-1111-00-41080</u> | Cash - Security Fee | 119,657.54 | 1,037.77 | 1,097.77 | 60.00 | 120,695.31 |
| Total Fund: 4145 - Security Fees: | | 119,657.54 | 1,037.77 | 1,097.77 | 60.00 | 120,695.31 |
| Grand Totals: | | 11,227,344.66 | -655.72 | 5,555,009.20 | 5,555,664.92 | 11,226,688.94 |

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11

Detail Report

Date Range: 10/01/2016 - 10/31/2016

Fund Summary

| Fund | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|--|----------------------|----------------|---------------------|---------------------|----------------------|
| 1111 - General Fund | 1,635,058.11 | 87,685.51 | 1,730,728.17 | 1,643,042.66 | 1,722,743.62 |
| 1133 - SL 179 | 172,155.04 | 6.82 | 6.82 | 0.00 | 172,161.86 |
| 1134 - Library Construction | 2,959,958.00 | -4,610.92 | 0.00 | 4,610.92 | 2,955,347.08 |
| 1166 - SF Pastures | 38,259.93 | 6,111.22 | 7,259.68 | 1,148.46 | 44,371.15 |
| 1177 - Tax Note 2013 | 106,161.41 | -4,189.32 | 4.14 | 4,193.46 | 101,972.09 |
| 1178 - Tax Note 2016 | 0.00 | 2,500,092.47 | 2,500,092.47 | 0.00 | 2,500,092.47 |
| 1222 - Balance Road & Bridge | 422,244.96 | -107,125.39 | 109,368.30 | 216,493.69 | 315,119.57 |
| 1333 - Interest & Sinking | 2,769,335.38 | 125,019.84 | 125,019.84 | 0.00 | 2,894,355.22 |
| 1444 - Payroll Clearing County | 172,146.72 | -81,841.58 | 733,035.00 | 814,876.58 | 90,305.14 |
| 1555 - Law Library | 27,687.79 | -1,786.94 | 895.29 | 2,682.23 | 25,900.85 |
| 2666 - Grants | 294,503.43 | -21,062.48 | 286,530.89 | 307,593.37 | 273,440.95 |
| 4121 - Val Verde County Auditors Special | 2,510,176.35 | -2,499,992.72 | 60,970.83 | 2,560,963.55 | 10,183.63 |
| 4145 - Security Fees | 119,657.54 | 1,037.77 | 1,097.77 | 60.00 | 120,695.31 |
| Grand Total: | 11,227,344.66 | -655.72 | 5,555,009.20 | 5,555,664.92 | 11,226,688.94 |

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| FUNDS FOR THE MONTH OF OCTOBER 2016 | BEGINNING BALANCE | REVENUES | INTEREST | EXPENSES | ENDING BALANCE |
|--|--------------------------|-----------------|-----------------|-----------------|------------------------|
| TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT | 142,503.28 | 328.59 | 5.44 | 12,245.33 | \$130,591.98 |
| TAX COLLECTORS / VIT ESCROW ACCOUNT | 228,935.68 | 21,434.94 | 37.67 | 0.00 | \$250,408.29 |
| TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES | 438,868.25 | 13,678,654.34 | 660.42 | 3,867,634.41 | \$10,250,548.60 |
| TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES | 285,146.95 | 666,670.02 | 9.21 | 659,678.03 | \$292,148.15 |
| VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT | 25,518.25 | 0.00 | 1.01 | 0.00 | \$25,519.26 |
| VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT | 17,196.36 | 0.00 | 0.67 | 103.19 | \$17,093.84 |
| VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION | 28,125.20 | 1,000.00 | 1.11 | 0.00 | \$29,126.31 |
| COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND | 362,876.99 | 5,262.27 | 130.52 | 0.00 | \$368,269.78 |
| COUNTY CLERK RECORD ARCHIVE FUND | 282,459.72 | 5,090.40 | 101.74 | 0.00 | \$287,651.86 |
| COUNTY CLERK ELECTION SERVICES CONTRACT FUND | 10,820.94 | 0.00 | 0.00 | 403.00 | \$10,417.94 |
| JUSTICE OF THE PEACE PRECINCT #1 | 9,865.81 | 8,306.96 | 0.00 | 10,075.06 | \$8,097.71 |
| JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT | 7,023.85 | 162.16 | 0.00 | 0.00 | \$7,186.01 |
| JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT | 8,965.24 | 0.00 | 0.00 | 26.94 | \$8,938.30 |
| JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT | 9,209.50 | 13,514.19 | 0.00 | 8,928.24 | \$13,795.45 |
| JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT | 12,301.45 | 232.30 | 0.00 | 0.00 | \$12,533.75 |
| JUSTICE OF THE PEACE PRECINCT #3 | 29,231.68 | 16,693.81 | 0.00 | 15,917.03 | \$30,008.46 |
| CONSTABLE PRECINCT #3 TLEOS | 1,974.10 | 0.00 | 0.00 | 0.00 | \$1,974.10 |
| JUSTICE OF THE PEACE PRECINCT #4 | 5,156.98 | 45.43 | 0.21 | 0.00 | \$5,202.62 |
| JUSTICE OF THE PEACE PRECINCT #4 | 4,403.48 | 4,861.70 | 0.17 | 4,225.29 | \$5,040.06 |
| DISTRICT CLERK- COURT COST ACCOUNT | 276,093.36 | 20,504.62 | 0.00 | 8,140.95 | \$288,457.03 |
| DISTRICT CLERK- REGISTRY FUND | 605,108.41 | 0.00 | 0.00 | 61,485.42 | \$543,622.99 |
| DISTRICT CLERK-RECORD ARCHIVE FUND | 17,955.15 | 26.20 | 0.00 | 0.00 | \$17,981.35 |
| DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT | 65,027.55 | 0.00 | 0.00 | 0.00 | \$65,027.55 |
| DISTRICT CLERK RECORD PRESERVATION | 22,938.00 | 3.64 | 8.20 | 0.00 | \$22,949.84 |
| DISTRICT CLERK-MOP 2006 COURT COSTS | 71,586.56 | 0.00 | 0.00 | 0.00 | \$71,586.56 |
| RECORD PRESERVATION | 33,592.61 | 63.62 | 12.03 | 0.00 | \$33,668.26 |
| COURT AT LAW CONTRIBUTION ACCOUNT | 520.74 | 0.00 | 0.00 | 0.00 | \$520.74 |
| FAMILY PROTECTION | 32,719.87 | 15.44 | 11.70 | 0.00 | \$32,747.01 |
| BAIL SECURITY | 38,228.88 | 0.00 | 13.66 | 0.00 | \$38,242.54 |
| COURT AT LAW TECHNOLOGY FUND | 1,330.77 | 31.00 | 0.41 | 202.86 | \$1,159.32 |
| WELFARE FUND - COUNTY JUDGE | 24,341.13 | 100.00 | 8.73 | 0.00 | \$24,449.86 |
| VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT | 100.00 | 0.00 | 0.00 | 0.00 | \$100.00 |
| TOTAL | | | | | \$12,895,065.52 |

*****HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN*****
 SHOWING BALANCE FROM PREVIOUS MONTH



Pool Information

Location: 78328
Val Verde County

TexPool

| | |
|---|---------------------|
| Average Monthly rate for October | 0.3828% |
| Average Monthly Dividend Factor for October | 0.000010487 |
| Information as of | November 2, 2016 |
| Daily Net Yield | 0.3835% |
| Dividend Factor | 0.000010506 |
| 7 Day Net Yield | 0.38% |
| Daily Assets | \$13,144,737,456.42 |
| Weighted Average Maturity | 37 days |
| Weighted Average Life | 79 days |
| NAV | 1.00033 |

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000001
Acct Name: GENERAL FUND #1
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
|--------------------------------|--------------------|-------------------------|--------------|-----------------|---------------|----------------|
| BEGINNING BALANCE | 09/30/16 | | | | | \$1,115.78 |
| MONTHLY INTEREST | 10/30/16 | 10/30/16 | \$1.00 | \$0.31 | | \$1,116.09 |
| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |
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ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000002
Acct Name: GENERAL FUND #2
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
|--------------------------------|--------------------|-------------------------|--------------|-----------------|---------------|----------------|
| BEGINNING BALANCE | 09/30/16 | | | | | \$1,249.73 |
| MONTHLY INTEREST | 10/31/16 | 10/31/16 | \$1.00 | \$0.31 | | \$1,250.04 |
| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |
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| ACCOUNT HISTORY REPORT | | | | | | |
|-------------------------|--------------------------------------|------------------|--------|----------|--------|----------|
| | Location: 78328 | | | | | |
| | Acct Nbr: 2331000003 | | | | | |
| | Acct Name: ROAD & BRIDGE FUND | | | | | |
| | Name: VAL VERDE COUNTY | | | | | |
| | Pool Name: TEXPOOL | | | | | |
| | Pool Nbr: 449 | | | | | |
| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
| BEGINNING BALANCE | 09/30/16 | | | | | \$804.82 |
| MONTHLY INTEREST | 10/31/16 | 10/31/16 | \$1.00 | \$0.31 | | \$805.13 |
| MONTHLY INTEREST | | | | | | |
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| ACCOUNT HISTORY REPORT | | | | | | |
|-------------------------|--|------------------|--------|----------|--------|------------|
| | Location: 78328 | | | | | |
| | Acct Nbr: 2331000004 | | | | | |
| | Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND | | | | | |
| | Name: VAL VERDE COUNTY | | | | | |
| | Pool Name: TEXPOOL | | | | | |
| | Pool Nbr: 449 | | | | | |
| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
| BEGINNING BALANCE | 09/30/16 | | | | | \$4,148.05 |
| MONTHLY INTEREST | 10/31/16 | 10/31/16 | \$1.00 | \$1.24 | | \$4,149.29 |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |

AMENDED ORDER

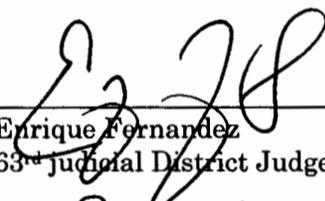
According to the Local Government Code Section 152.095, a public hearing was held on September 23, 2016, to set the salary for the Val Verde County Auditor, First Assistant County Auditor, Second Assistant County Auditor, Third Assistant County Auditor, and the Fourth Assistant County Auditor.

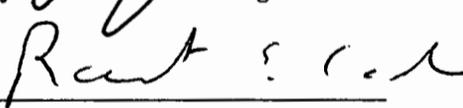
It was ordered that effective October 31, 2016 the Amended salaries to be paid by Val Verde County of the aforementioned Positions be set as follows:

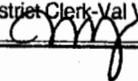
| | | |
|---------------------------------|--------------------|-------------|
| Val Verde County Auditor | Matthew Weingardt | \$85,000.00 |
| First Assistant County Auditor | Rosa A. Benavidez | \$62,155.96 |
| Second Assistant County Auditor | Maria A. Hernandez | \$50,759.60 |
| Third Assistant County Auditor | Nancy Gamez | \$35,474.84 |
| Fourth Assistant County Auditor | Rebecca Vasquez | \$28,502.50 |

Additionally, Val Verde County shall budget for and pay the related employees costs for FICA taxes and retirement for the above named individuals. All others shall remain the same.

Signed on 21st day of November, 2016.


 Enrique Fernandez
 63rd Judicial District Judge


 Robert E. Cadena
 83rd Judicial District Judge

FILED
 At 1:30 O'Clock P M
 NOV 21 2016
 JO ANN CERVANTES
 District Clerk-Val Verde Co.
 By  Deputy

#44

LEGAL HOLIDAYS FOR 2017
APPROVED BY COMMISSIONERS COURT
Tuesday October 11, 2016

| | | |
|-------------------------------------|--|---------------|
| New Year's Holiday (2 Days) ----- | January 2, 2017 | Mon. |
| Martin Luther King Day ----- | January 16, 2017 | Mon. |
| President's Day ----- | February 20, 2017 | Mon. |
| Texas Independence Day----- | March 2, 2017 | Thurs. |
| Good Friday ----- | April 14, 2017 | Fri. |
| San Jacinto Day ----- | April 21, 2017 | Fri. |
| Memorial Day ----- | May 29, 2017 | Mon. |
| Emancipation Day ----- | June 19, 2017 | Mon. |
| Independence Day ----- | July 4, 2017 | Tues. |
| Labor Day ----- | September 4, 2017 | Mon. |
| Columbus Day ----- | October 9, 2017 | Fri. |
| Veterans Day ----- | November 10, 2017 | Fri. |
| Thanksgiving Holiday (2 Days) ----- | November 23rd/24th, 2017 | Thurs. & Fri. |
| Christmas Holiday (2 Days) ----- | December 25 rd /26 th , 2017 | Mon. & Tues. |
| New Year's Holiday (2 Days) ----- | January 1 st & 2 nd , 2018 | Mon. & Tues. |

Note: Any Commissioner's Court Meeting falling on a Holiday will automatically take place the next day.