



COMMISSIONER'S COURT MINUTES

MAY 8TH, REGULAR TERM, A.D. 2017

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

BE IT REMEMBERED that on this the 8TH day of May A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

4. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/ Notes	Accept	Ayes	Noes	Abst
# 17-193	N	W		April 10, 2017		W, O, N, F		
				April 17, 2017		EVV		

5. Citizen's Comments. NONE PRESENTED.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

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

QUORUM

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

ATTENDING

COUNTY

STAFF/DEPTS:

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

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

Efrain Valdez, County Judge

6. Presentation by Mr. Ernesto Martinez, TAC Employee Benefits Consultant.

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

7. Presentation by Mr. Mark Zollitsch, Wellness Consultant, Health & Benefits Service.

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

8. Presentation by Jose Guerrero, Public Health Nurse (RN) on the 2016 Annual Report showing regional wide activities and local activities.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation Only				

9. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the names of Syliva Guzman, Albert C. Trevino and Josie Garcia to fill vacancies on the Val Verde County Child Welfare.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-194	N	F		Motion to approve as presented.		W,O,N,F, EVV		

10. Jesus Hernandez, Supervisor for the Adult Protective Services requesting that Val Verde Commissioner's Court help bring awareness to issue of elder abuse by proclaiming May 2017 as Elder Abuse.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-195	O	N		Motion to approve & authorize the Judge to sign.		W, O, N, F EVV		

11. Progress report for DEAAAG grant – LAFB West Gate.

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

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

12. Discussion and possible action on the request from Allbrite Construction for a 60 day extension to complete all work for West Gate Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-196	N	O		Motion to deny.		W, O,N,F		
						EVV		

13. Discussion and possible action authorizing signature Weather Support/Severe Weather notification MOU with Laughlin Air Force Base.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-197	N	O		Motion to approve & authorize Roland Garza & Sheriff to sign.		W, O,N,F		
						EVV		

[Clerk's note: court took 10 min. break at this time.]

Martin Wardlaw, County Commissioner Pct. 1

14. Consider and act upon contract between TRC Engineers Inc. and Val Verde County for Land Surveying of two easements for TxCDBG 713076 and authorize County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-198	W	O		Motion to approve & authorize County Judge to sign.		W, O,N,F		
						EVV		

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

15. Discussion and possible action on allowing Road crew foremen and Mr. Roy Musquiz to sign off on the Federal surplus program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-199	N	F		Motion to approve as presented.		W, O,N,F		
						EVV		

16. Discussion and possible action on prohibiting smoking at the Val Verde County Fairgrounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-200	O	N		Motion to approve no smoking, including e cigarettes, in the Concession and grandstand area at the fairgrounds & only during events and a smoking area will be designated.		W, O,N,F		
						EVV		

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

17. Discussion and possible action on lease agreement between the Val Verde County and MBM Radio 1st Annual Father's day Cook-Off for the use of the Val Verde County Fairgrounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-201	O	N		Motion to approve as presented.		W,O,N,F EVV		

18. Discussion and possible action on the use of the grassy area at the main entrance of the Val Verde County Fairgrounds for a bazaar or yard sale and allow the Judge to sign lease.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-202	N	F		Motion to designate front area in the fairgrounds for bazaar or yard sales for non-profits (that are 501C 3 approved) with proper permits & authorize Judge to sign lease.		W,O,N,F EVV		

Robert Beau Nettleton, County Commissioner Pct. 3

19. Discussion and possible action on the selection of another engineering firm for Sports Complex.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-203	N	O		Motion to unselect Dannebaum & select LPA as engineering firm for Sports Complex.		W,O,N,F EVV		

20. Discussion and possible action on appointment of members to Amistad Land Use and Zoning Commission.

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

21. Discussion and possible action on changing speed limit on Las Brisas Boulevard from 35 mph to 45 mph.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-204	N	F		Motion to approve as presented.		W,O,N,F EVV		

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

Gustavo Flores, County Commissioner Pct. 4

22. Discussion and possible action regarding a lease between Val Verde County and the Office of the 63rd/83rd Judicial District Attorney for the use of office space.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-205	F	W		Motion to approve as presented.		W,O,N,F, EVV		

Jim Bob Barrera, JP Pct.1, Antonio Faz, JP Pct. 2,

Pat Cole, JP Pct.3, Hilda Lopez, JP Pct. 4

23. Discussion and possible action on agenda item 23, on October 11, 2016 Commissioners Court meeting: Discussion and possible action regarding security in the Courthouse Annex, Code of Criminal Procedure Art 102.017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-206	N	O		Motion to hire Bailiff for the annex for the JP's @ starting salary as the one for Sheriff's office.		W,O,N,F, EVV		

Pat Cole, Justice of the Peace Pct. 3

24. Discussion and possible action for approval and use of the Technology Fund for judge and staff members to attend Legislative update training provided by the Texas Justice Court Training Center in San Marcos, Texas. Estimated amount \$1,390.79.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-207	N	O		Motion to approve.		W,O,N,F, EVV		

25. Discussion and possible action on registration fee for judge and staff members to attend Juvenile Law Workshop provided by the Texas Justice Court Training Center in San Marcos, Texas \$400.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-208	O	N		Motion to approve.		W,O,N,F, EVV		

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Rogelio R. Musquiz Jr., County Purchasing Agent

26. Discussion and possible action regarding the addition of two new smart phones to the Sheriff's Department.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-209	N	F		Motion to approve.		W,O,N,F, EVV		

27. Discussion and possible action regarding the County's Library's Spectrum internet service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-210	O	N		Motion to approve.		W,O,N,F, EVV		

28. Discussion and possible action regarding the County's IT Departments Spectrum Internet service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-211	O	N		Motion to approve.		W,O,N,F, EVV		

29. Discussion and possible action regarding the County's Fire Department Spectrum Internet service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-212	F	N		Motion to approve.		W,O,N,F, EVV		

30. Discussion and possible action regarding the County's Library monitoring agreement with Sentry Security Service Company.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-213	O	N		Motion to approve.		W,O,N,F, EVV		

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-214	N	O		Motion to approve.		W,O,N,F, EVV		

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32. Discussion and possible action regarding the approval of the payout schedule for RKW Landscaping Co.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-215	N	O		Motion to approve.		W,O,N,F, EVV		

33. Discussion and possible action on requesting authorization to auction and/or dispose of the following:

County Library's Old Furniture, Shelving & Supplies

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-216	N	O		Motion to approve and declare items surplus and dispose at auction.		W,O,N,F, EVV		

34. Discussion and possible action regarding Capital outlay expenditures.

Office Equipment \$3,000.00 HR Department
Office Equipment \$1,300.00 IT Department

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-217	O	N		Motion to approve.		W,O,N,F, EVV		

Roger Cerny, County Health Inspector and Juanita Barrera, Human Resource Director

35. Discussion and possible action making employee safety training mandatory for certain employees.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-218	N	F		Motion to require safety training For certain employees. HR to Conduct training.		W,O,N,F, EVV		

Roger Cerny, County Health Inspector

36. Discussion and possible action on approval of subdivision Bonds for Lakeridge Ranch Estates.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-219	N	F		Motion to approve.		W,O,N,F, EVV		

37. Discussion and possible action, recommendation by Commissioner Wardlaw to reappoint Rogelio Musquiz, Jr. to a 4 year term as commissioner of the Amistad Land Use and Zoning Commission.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-220	W	F		Motion to approve for 4 year terms.		W,O,N,F, EVV		

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38. Discussion and possible action to authorize the Health Inspector to work with the city planner to draft an Inter-Local Agreement regarding Certificates of Compliance in the ETJ, for later approval of the court.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-221	O	F		Motion to approve.		W,O,N,F, EVV		

Beatriz I. Muñoz, Tax Assessor-Collector

39. Discussion and possible action on requesting an amendment to 2016-2017 budget by transferring \$8,500 from Postage to Office Supplies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-222	O	F		Motion to approve transfer of \$8500.00 from postage to capital outlay.		W,O,N,F, EVV		

Joe Frank Martinez, County Sheriff

40. Discussion and possible action authorizing Sheriff Joe Frank Martinez to change the designated user on the county credit card from Juan Herrera to Brandon Vasquez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-223	N	O		Motion to approve.		W,O,N,F, EVV		

41. Discussion and possible action to rescind previous resolution and authorize the Val Verde County Judge to sign an amended resolution for 2017 Operation Stonegarden. Previous Resolution was approved by Commissioners Court on March 13, 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-224	O	N		Motion to approve.		W,O,N,F, EVV		

42. Discussion and possible action authorizing the Val Verde County Judge to sign an amended Resolution for Local Border Security Program (LBSP) 2018. This Resolution was approved by Commissioners Court on February 13, 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-225	N	F		Motion to approve.		W,O,N,F, EVV		

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

43. Discussion and possible action authorizing Sheriff Joe Frank Martinez to execute a budget amendment from the Val Verde Sheriff's Office Auto line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-226	F	N		Motion to Approve as presented.		W,O,N,F, EVV		

Steve Berg, Constable Pct. 3

44. Discussion and possible action for approval from capital out-lay to purchase re-certified Zoil A.E.D. Plus accessories for \$1,043.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-227	N	F		Motion to approve.		W,O,N,F, EVV		

Jerry Rust, County Fire Chief

45. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-228	O	N		Motion to approve.		W,O,N,F, EVV		

Michael Bagley, District Attorney

46. Discussion and possible action on requesting the 2nd and 3rd Quarter in-kind contribution.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-229	W			Motion to approve failed for lack of a second to the motion.				

Aaron Rodriguez, County Treasurer

47. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-230	N	F		Motion to approve.		W, N,F, EVV		

[Clerk's note: Commissioner Owens had stepped out during the vote on this motion.]

48. Discussion and possible action on the acceptance of District Attorney Special Funds and opening new accounts in county depository.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-231	N	O		Motion to authorize the use of the money for the DA's payroll, one month at a time; to come out of the DA's holding account but only 2 pay periods at a time and then each month come back to the Court until matter resolved.		W, N,F, O, EVV		

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

Juanita Barrera, County HR Director

49. HR Monthly Report.

Listed below are several personnel matters which need to be part of the upcoming May agenda for HR reporting period from April 6, 2017 through May 3, 2017.

- A. Beatriz Munoz, Tax Assessor/Collector requesting Mr. Matthew Weingardt, County Auditor to stop issuing checks to Regina Paine, Part-Time Voter Registration Clerk, effective March 31, 2017. Ms. Paine resigned.
- B. Beatriz Munoz, Tax Assessor/Collector requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Alexander Deleon, Deputy Clerk with an annual salary of \$21,450.00 effective March 17, 2017. Mr. Deleon is replacing Sylvia Guzman who was terminated.
- C. Ana Smith, County Attorney, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Jason Jorgens, 2nd Assistant County Attorney with an annual salary of \$63,987.50 effective April 17, 2017. Mr. Jorgens is replacing Sydni Connell who resigned.
- D. Lewis Owens, Commissioner Pct. 2 Parks & Bldg. Maintenance, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Juan Quiroz, Maintenance Worker with an annual salary of \$21,450.00 effective April 24, 2017. Mr. Quiroz is replacing Miguel Cedillo who resigned.
- E. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to stop issuing checks to Elida Hurt, Criminal Investigator effective April 28, 2017. Ms. Hurt resigned.
- F. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Yolanda Trevino, who has been promoted to Patrol Deputy, with an annual salary of \$34,000.00 effective April 10, 2017. Ms. Trevino is replacing Demetrio Martinez who was terminated.
- G. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Crystal Tanguma, who has been promoted to Criminal Investigator, with an annual salary of \$37,012.50 effective May 1, 2017. Ms. Tanguma is replacing Elida Hurt who resigned.
- H. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Robert Castillo, Telecommunicator, with an annual salary of \$24,000.00 effective May 8, 2017. Mr. Castillo is replacing Deborah Draper who resigned.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-232	N	F		Motion to approve.		W,O,N,F, Evv		

Matthew Weingardt, County Auditor

50. Monthly Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-233	N	O		Motion to approve.		W,O,N,F, Evv		

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

51. Discussion and possible action on vacation leave overages and whether to put the maximum controls into place as of May 31, 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-234	O	N		Motion to extend deadline to		W,O,N,F,		
				December 2017 for employees		EVV		
				To take vacation overages.				

52. Discussion and possible action on the issuance of a county credit card to the 63rd District Judge, Enrique Fernandez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-235	O	N		Motion to bring item back at		W,O,N,F,		
				Next meeting.		EVV		

Ana Markowski Smith, County Attorney

53. 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.

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

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

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

EXECUTIVE SESSION: <input checked="" type="checkbox"/> §551.071(1)(A) <input type="checkbox"/> §551.071(1)(A) <input checked="" type="checkbox"/> §551.071(2) <input type="checkbox"/> §551.071(1)(B) <input type="checkbox"/> §551.072 OTHER BEGAN at 11:18 AM ENDED at <input type="checkbox"/> BREAK at 12:13 PM RESUMED at <input type="checkbox"/> ACTION AFTER EX: <u>None</u>
--

55. Approve subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-236	F	N		Motion to approve Los Altos		W,O,N,F,		
				Sudivision final plat.		EVV		

56. Approve Certificates of Compliance.

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

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

57. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-237	N	O		Motion to approve.		W,O,N,F, EVV		

58. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-238	N	W		Motion to approve as presented and include the bar dues for Ana Markowski Smith (\$340); David Martinez (\$235) and Jason Jorgens (\$68).		W,O,N,F, EVV		

59. Elected officials' comments.

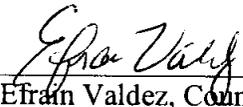
ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Commissioner Flores announced Citizenship classes starting at Community Center.				

60. Judge's comments

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Judge announced next Court meeting Will be on 6/20/2017@ 9 AM and on May 18 th 2017 the Fallen Officers Ceremony will be at the Courthouse.				

The foregoing, recorded in Volume 48, pages 668-801, inclusive, was on this the 20th day of JUNE A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,


 Efrain Valdez, County Judge
 Val Verde County, Texas



ATTEST:


 GENEROSA GRACIA-RAMON
 COUNTY CLERK

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

County of Val Verde



Efrain V. Valdez
County Judge

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
May 2017 REGULAR TERM

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

May 8, 2017 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.

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. Presentation by Mr. Ernesto Martinez, TAC Employee Benefits Consultant.

7. Presentation by Mr. Mark Zollitsch, Wellness Consultant, Health & Benefits Service.
8. Presentation by Jose Guerrero, Public Health Nurse (RN) on the 2016 Annual Report showing regional wide activities and local activities.
9. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the names of Syliva Guzman, Albert C. Trevino and Josie Garcia to fill vacancies on the Val Verde County Child Welfare.
10. Jesus Hernandez, Supervisor for the Adult Protective Services requesting that Val Verde Commissioner's Court help bring awareness to issue of elder abuse by proclaiming May 2017 as Elder Abuse.
11. Progress report for DEAAAG grant – LAFB West Gate.
12. Discussion and possible action on the request from Allbrite Construction for a 60 day extension to complete all work for West Gate Project.
13. Discussion and possible action authorizing signature Weather Support/Severe Weather notification MOU with Laughlin Air Force Base.

Martin Wardlaw, County Commissioner Pct. 1

14. Consider and act upon contract between TRC Engineers Inc. and Val Verde County for Land Surveying of two easements for TxCDBG 713076 and authorize County Judge to sign.

P.O. Box 4250 • Del Rio, TX 78841

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

15. Discussion and possible action on allowing Road crew foremen and Mr. Roy Musquiz to sign off on the Federal surplus program.
16. Discussion and possible action on prohibiting smoking at the Val Verde County Fairgrounds.
17. Discussion and possible action on lease agreement between the Val Verde County and MBM Radio 1st Annual Father's day Cook-Off for the use of the Val Verde County Fairgrounds.
18. Discussion and possible action on the use of the grassy area at the main entrance of the Val Verde County Fairgrounds for a bazaar or yard sale and allow the Judge to sign lease.

Robert Beau Nettleton, County Commissioner Pct. 3

19. Discussion and possible action on the selection of another engineering firm for Sports Complex.
20. Discussion and possible action on appointment of members to Amistad Land Use and Zoning Commission.
21. Discussion and possible action on changing speed limit on Las Brisas Boulevard from 35 mph to 45 mph.

P.O. Box 4250 • Del Rio, TX 78841

Gustavo Flores, County Commissioner Pct. 4

22. Discussion and possible action regarding a lease between Val Verde County and the Office of the 63rd/83rd Judicial District Attorney for the use of office space.

Jim Bob Barrera, JP Pct.1, Antonio Faz, JP Pct. 2,

Pat Cole, JP Pct.3, Hilda Lopez, JP Pct. 4

23. Discussion and possible action on agenda item 23, on October 11, 2016 Commissioners Court meeting: Discussion and possible action regarding security in the Courthouse Annex, Code of Criminal Procedure Art 102.017.

Pat Cole, Justice of the Peace Pct. 3

24. Discussion and possible action for approval and use of the Technology Fund for judge and staff members to attend Legislative update training provided by the Texas Justice Court Training Center in San Marcos, Texas. Estimated amount \$1,390.79.
25. Discussion and possible action on registration fee for judge and staff members to attend Juvenile Law Workshop provided by the Texas Justice Court Training Center in San Marcos, Texas \$400.00.

Rogelio R. Musquiz Jr., County Purchasing Agent

26. Discussion and possible action regarding the addition of two new smart phones to the Sheriff's Department.
27. Discussion and possible action regarding the County's Library's Spectrum internet service contract.
28. Discussion and possible action regarding the County's IT Departments Spectrum Internet service contract.
29. Discussion and possible action regarding the County's Fire Department Spectrum Internet service contract.

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- 30. Discussion and possible action regarding the County's Library monitoring agreement with Sentry Security Service Company.
- 31. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.
- 32. Discussion and possible action regarding the approval of the payout schedule for RKW Landscaping Co.
- 33. Discussion and possible action on requesting authorization to auction and/or dispose of the following:

County Library's Old Furniture, Shelving & Supplies
- 34. Discussion and possible action regarding Capital outlay expenditures.

Office Equipment	\$3,000.00	HR Department
Office Equipment	\$1,300.00	IT Department

Roger Cerny, County Health Inspector and Juanita Barrera, Human Resource Director

- 35. Discussion and possible action making employee safety training mandatory for certain employees.

Roger Cerny, County Health Inspector

- 36. Discussion and possible action on approval of subdivision Bonds for Lakeridge Ranch Estates.
- 37. Discussion and possible action, recommendation by Commissioner Wardlaw to reappoint Rogelio Musquiz, Jr. to a 4 year term as commissioner of the Amistad Land Use and Zoning Commission.
- 38. Discussion and possible action to authorize the Health Inspector to work with the city planner to draft an Inter-Local Agreement regarding Certificates of Compliance in the ETJ, for later approval of the court.

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Beatriz I. Muñoz, Tax Assessor-Collector

39. Discussion and possible action on requesting an amendment to 2016-2017 budget by transferring \$8,500 from Postage to Office Supplies.

Joe Frank Martinez, County Sheriff

40. Discussion and possible action authorizing Sheriff Joe Frank Martinez to change the designated user on the county credit card from Juan Herrera to Brandon Vasquez.
41. Discussion and possible action to rescind previous resolution and authorize the Val Verde County Judge to sign an amended resolution for 2017 Operation Stonegarden. Previous Resolution was approved by Commissioners Court on March 13, 2017.
42. Discussion and possible action authorizing the Val Verde County Judge to sign an amended Resolution for Local Border Security Program (LBSP) 2018. This Resolution was approved by Commissioners Court on February 13, 2017.
43. Discussion and possible action authorizing Sheriff Joe Frank Martinez to execute a budget amendment from the Val Verde Sheriff's Office Auto line item.

Steve Berg, Constable Pct. 3

44. Discussion and possible action for approval from capital out-lay to purchase re-certified Zoil A.E.D. Plus accessories for \$1,043.00.

Jerry Rust, County Fire Chief

45. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

Michael Bagley, District Attorney

46. Discussion and possible action on requesting the 2nd and 3rd Quarter in-kind contribution.

Aaron Rodriguez, County Treasurer

47. Monthly Treasurer's Report.

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48. Discussion and possible action on the acceptance of District Attorney Special Funds and opening new accounts in county depository.

Juanita Barrera, County HR Director

49. HR Monthly Report.

Listed below are several personnel matters which need to be part of the upcoming May agenda for HR reporting period from April 6, 2017 through May 3, 2017.

- A. Beatriz Munoz, Tax Assessor/Collector requesting Mr. Matthew Weingardt, County Auditor to stop issuing checks to Regina Paine, Part-Time Voter Registration Clerk, effective March 31, 2017. Ms. Paine resigned.

- B. Beatriz Munoz, Tax Assessor/Collector requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Alexander Deleon, Deputy Clerk with an annual salary of \$21,450.00 effective March 17, 2017. Mr. Deleon is replacing Sylvia Guzman who was terminated.

- C. Ana Smith, County Attorney, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Jason Jorgens, 2nd Assistant County Attorney with an annual salary of \$63,987.50 effective April 17, 2017. Mr. Jorgens is replacing Sydni Connell who resigned.

- D. Lewis Owens, Commissioner Pct. 2 Parks & Bldg. Maintenance, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Juan Quiroz, Maintenance Worker with an annual salary of \$21,450.00 effective April 24, 2017. Mr. Quiroz is replacing Miguel Cedillo who resigned.

- E. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to stop issuing checks to Elida Hurt, Criminal Investigator effective April 28, 2017. Ms. Hurt resigned.

- F. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Yolanda Trevino, who has been promoted to Patrol Deputy, with an annual salary of \$34,000.00 effective April 10, 2017. Ms. Trevino is replacing Demetrio Martinez who was terminated.

- G. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Crystal Tanguma, who has been promoted to Criminal Investigator, with an annual salary of \$37,012.50 effective May 1, 2017. Ms. Tanguma is replacing Elida Hurt who resigned.

- H. Joe Frank Martinez, Sheriff, requesting Mr. Matthew Weingardt, County Auditor to start issuing checks to Robert Castillo, Telecommunicator, with an annual salary of \$24,000.00 effective May 8, 2017. Mr. Castillo is replacing Deborah Draper who resigned.

Matthew Weingardt, County Auditor

- 50. Monthly Auditor's Report.

- 51. Discussion and possible action on vacation leave overages and whether to put the maximum controls into place as of May 31, 2017.

- 52. Discussion and possible action on the issuance of a county credit card to the 63rd District Judge, Enrique Fernandez.

Ana Markowski Smith, County Attorney

- 53. 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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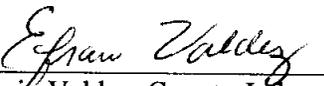
54. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

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

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

55. Approve subdivision plats.
56. Approve Certificates of Compliance.
57. Approve monthly reports from elected officials.
58. Approve bills for payment.
59. Elected officials' comments.
60. Judge's comments

Our next Regular Commissioners Court Meeting will be June 12, 2017, @ 9:00 a.m.; **Agenda Items are due Wednesday, June 7, 2017 @ 12: 00 noon.**


Efraim Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
May 4, 2017: AT 4:26 AM **(PM)**

FILED
2017 MAY -4 P 4:26
VALDEZ
BY  SECURITY

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**COMMISSIONER'S COURT MINUTES
APRIL 10TH, REGULAR TERM, A.D. 2017**

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

BE IT REMEMBERED that on this the 10TH day of April A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.
4. Approval of minutes from previous meetings.

March 13, 2017 – No corrections
 March 28, 2017 – No corrections

ORDER	Motion	2 nd	Amend	Amendment/ Notes	Accept	Ayes	Noes	Abst
# 17-137	O	N		Motion to approve as presented		W,O,N, F, EVV		

5. Citizen's Comments.

1) David Burgee, retired engineer re: tree in front of Library

2) _____

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

QUORUM

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

ATTENDING

COUNTY STAFF/DEPTS:

- COUNTY ATTY
- DM _____ COUNTY ATTY STAFF
- SL _____ COUNTY ATTY STAFF
- Sandy _____ DISTRICT CLERK
- IT
- _____ SHERIFF
- DG _____ SHERIFF'S 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 WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

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

Efrain Valdez, County Judge

6. Progress report for DEAG grant – LAFB West Gate.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report Only- No Action				

7. Discussion and possible action on Val Verde County Day in Austin (April 12, 2017).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report by County Judge on items to be presented at Val Verde County Day on 4/12/17 at the State Capitol.				
				No Action Taken				

8. Discussion and possible action to appoint a committee to decide on the landscaping for the library.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Same as agenda #37				

9. Discussion and possible action on the application for payment #22 from JP Sanchez Construction Company Inc. for the Val Verde County Library Expansion Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-138	N	F		Motion to approve as presented.		W, O, N, F		
						EVV		

10. Discussion and possible action on the Certificate of Substantial Completion dated March 24, 2017 by Dewberry Architects Inc. for Val Verde County Library Expansion Project and authorize the county judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-139	N	O		Motion to approve as presented and authorize the Judge to sign.		W, O, N, F		
						EVV		

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

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11. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the names of Krystal Lopez and Karen S. Dunlap to fill vacancies on the Val Verde County Child Welfare.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-140	N	F		Motion to approve as presented.		W, O, N, F EVV		

12. Isabel C. Guerrero, Program Director from New Horizons Center and Outreach Program presentation of the Activity and Profit & Loss report for Jan.-Feb. 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report Only – No Action				

13. Discussion and possible action on TxCDBG Contact 7216075 Performance Statement Modification requesting to extend the waterline on Vega Verde Road, and authorize the county judge to sign and submit to the Texas Department of Agriculture.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-141	F	N		Motion to approve as presented and authorize the Judge to sign and submit to the Texas Dept. of Agriculture.		W, O, N, F EVV		

14. Discussion and possible action on TxCDBG Contract 7216075 Early Floodplain Notice and publishing notice one time as required by TxCDBG guidelines.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-142	O	N		Motion to authorize publication.		W, O, N, F EVV		

15. Discussion and possible action to approve a proclamation for April 2017 as Fair Housing Month in Val Verde County, Texas.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-143	N	F		Motion to approve as presented.		W, O, N, F EVV		

16. Discussion and possible action regarding payment request by Dewberry Engineering for additional work from January 1, 2017 to the present.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-144	O	N		Motion to approve \$38,000 payment for additional authorized work by Dewberry Engineering for Library expansion.		W, O, N, F EVV		

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

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Martin Wardlaw, County Commissioner Pct. 1

17. Discussion and possible action on replacing and ordering two existing bronze plaques 18" x 18" for the Val Verde County Library from T.H. Willis & Company at a cost of \$1,556.00 delivered.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-145	N	O		Motion to approve replacement of 2 18x18 plaques at a cost of \$1,556.00 and cost for additional new plaque to be paid from Library Bond funds.		W, O, N, F EVV		

18. Discussion and possible action on matters regarding TxCDBG 713125 Colonia Construction Fund Rancho Del Rio Waterline Project and Escondido Water Plant to include Change Order #2 with TTE, LLC, Certificate of Construction Completion, pay estimate application #10 & final for TTE, LLC, Certificate of Construction Completion, for Force Account, Force Account Construction Personnel Time Sheets, and authorize county judge to sign all.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-146	N	O		Motion to approve as presented and to include additional \$6,000 work required by the City to be paid from grant monies and authorize Judge to sign all documents.		W, O, N, F EVV		

19. Discussion and possible action on Notices to Owners (Espinoza, Cameron, and Gutierrez) for donation of waterline utility easements and Notices of Agreement to donate for TxCDBG 713076 Escondido Waterline Project and authorize the county judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-147	W	O		Motion to approve Notices to owners (Espinoza, Cameron & Gutierrez) for donation of waterline utility easements and Notices of Agreement to donate for TXCDB6 #713076 and authorize the County Judge to sign.		W, O, N, F EVV		

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

20. Discussion and possible action to schedule final Public Hearing for TxCDBG 713125 and publish notice for same.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-148	W	N		Motion to schedule final public hearing for 4/25/17 at 5:15 pm in the Commissioner's Courtroom for TXCDBG-#713125 and publish notice for same.		W, O, N, F EVV		

21. Discussion and possible action regarding surveillance equipment and lighting for Val Verde County Library.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-149	W	N		Motion to authorize funds up to \$20,000.00 for surveillance equipment and lighting for the Val Verde County Library. (Monitoring not included).		W, O, N, F EVV		

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

22. Discussion and possible action on the need to complete a metes and bounds survey on the proposed site for the San Felipe Pastures booster station TxCDBG 7216075, and take actions necessary to implement this process.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action Taken				

23. Discussion and possible action on lease agreement between Val Verde County and Del Rio Rotary Club for the use of the Val Verde County Fairgrounds for the Independence Day Rodeo (June 30, 2017 & July 1, 2017).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-150	O	N		Motion to approve as presented.		W, O, N, F EVV		

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

24. Discussion and possible action on lease agreement between Val Verde County and Jorge Escamilla & Family Benefit Team Roping for the use of the Val Verde County Fairgrounds (May 13, 2017).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-151	O	N		Motion to approve and authorize the Judge to sign.		W, O, N, F EVV		

Antonio Faz III, Justice of the Peace Pct. 2

25. Discussion and possible action for approval and use of Technology Account for Judge Faz for a trip in June. Training provided by TAC (Texas Assoc. of Counties). Payment to be made from JP2 Technology Account-CCP Art. 102.0173. Estimated amount: \$1,298.17.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-152	N	O		Motion to approve as presented.		W, O, N, F EVV		

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

26. Discussion and possible action for approval and use of the Technology Fund for Judge Lopez training in June. This technology-based training is provided by the Texas Associations of Counties. Training including registration, meals, mileage, and hotel is \$1,248.96. Payment to be made from JP#4 Technology Fund in accordance to CCP Art. 102.0173.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-153	N	F		Motion to approve as presented.		W, O, N, F EVV		

27. Discussion and possible action for a budget amendment to transfer \$1,800.00 from JP4 Office Supplies account #1111-1209-00-1600 to JP4 Travel and Training account #1111-1209-00-16200.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst

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

#17-154	F	W		Motion to approve as presented.		W, O, N, F		
						EVV		

Rogelio R. Musquiz Jr., County Purchasing Agent

28. Discussion and possible action regarding bids received with Engineer's Letter of Recommendation for TxCDBG 7215499 (material only) for San Felipe Pastures Water Line Project and authorize the county judge to sign Materials Contract with H D Supply Waterworks.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-155	O	F		Motion to approve and authorize		W, O, N, F		
				Judge to sign materials contract with H D Supply		EVV		
			W	Waterworks.				

29. Discussion and possible action regarding Statements of Qualifications received for land surveying service with possible contract award for metes and bounds surveying of 2 required easements TxCDBG 713076 Escondido Waterline Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-156	W	N		Motion to approve contract with TRC for surveying services		W, O, N, F		
				on 2 required easements on		EVV		
				TXCDBG #713076. Escondido				
				Waterline project.				

30. Discussion and possible action regarding authorization to use Amistad Consulting to Survey County and city-owned land located on Broadbent Street adjacent to San Felipe Cemetery.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-157	F	W		Motion to approve and pay out of Pct. #1 operating budget.		W, O, N, F		
						EVV		

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-158	N	O		Motion to approve payment as presented.		W, O, N, F		
						EVV		

32. Discussion and possible action regarding the 63rd District Courts copier service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-159	N	F		Motion to approve 36 month copier service contract for		W, O, N, F		
						EVV		

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

				63 rd District Court.				

33. Discussion and possible action regarding the library's copier maintenance service contract.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-160	N	O		Motion to approve 36 month copier maintenance(parts only), for library.				

34. Discussion and possible action on the ratification of the following items.

Sterling Grapple Truck \$45,896.73 Commissioner Precinct #1
 Kaufman Drop Deck Trailer \$27,200.00 Commissioner Precinct #1

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-161	O	N		Motion to approve as presented.		W, O, N, F EVV		

35. Discussion and possible action on the recommendation from the RFQ selection committee to award contracts to selected firm to provide Professional Architectural and Engineering Service for the Development of a Sports Complex.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-162	N	F		Motion to approve Dannebaum for professional, architectural and engineering services and authorize the Judge and Commissioner Nettleton to meet and negotiate contract and bring back to the Court for approval.		W, O, N, F EVV		

36. Discussion and possible action regarding bids received for the Structured Cabling System, spring 2017 Multiple Sites.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-163	N	O		Motion to approve the bid from Advanced Connections, Inc. in the amount of \$147,163.00 for the Structured Cabling System.		W, O, N, F EVV		

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

37. Discussion and possible action regarding quotes received for landscaping of the Val Verde County Library.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-164	N	F		Motion to appoint Committee composed of the County Judge, Commissioner Nettleton, and one citizen, for the Committee to review all bids and select a quote (to include tree removal) for the Val Verde County Library.		W, O, N, F EVV		

38. Discussion and possible action to request authorization to auction and/or dispose of the following:

Road Equipment Maintainer Precinct #1
 Road Equipment Steel wheel roller Precinct #1

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-165	N	F		Motion to approve auction for items presented.		W, O, N, F EVV		

39. Discussion and possible action regarding the request from the county librarian to purchase selected items listed on provided document and to use bond monies for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-166	N	W		Motion to approve the purchase in the amount of \$6,881.00 for items listed to be paid from the contingency line item under the Library Bond Budget.		W, O, N, F EVV		

Roger Cerny, County Health Inspector

40. Discussion and possible action to authorize the county judge to sign renewal application with TAC RMP for coverage on building and contents.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-167	N	O		Motion to approve as presented and authorize the Judge to sign.		W, O, N, F EVV		

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

41. Discussion and possible action regarding clarification of our department role in county projects in relating to permits issued by our office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-168				Presentation by Roger Cerny on the Risk Management Department.				
	N	O		Motion to accept report as presented.		W, O, N, F Evv		

Graciela Monday, County Librarian

42. Discussion and possible action regarding verification by County Judge Efrain Valdez of submission of annual report to the Texas State Library and Archives Commission.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-169	N	F		Motion to approve report as presented and authorize the Judge to sign.		W, O, N, F Evv		

Joe Frank Martinez, County Sheriff

43. Discussion and possible action for authorization to accept railroad ties from the Union Pacific Railroad Police Department.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-170	O	F		Motion to approve as presented.		W, O, N, F Evv		

44. Discussion and possible action for authorization to use the north lawn of the Val Verde County Courthouse for the Fallen Officers Ceremony on May 18, 2017.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-171	N	F		Motion to approve as presented.		W, O, N, F Evv		

45. Discussion and possible action to authorize and accept a donation of \$300.00 from the VFW that will be used for uniforms.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-172	O	N		Motion to approve as presented.		W, O, N, F Evv		

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

46. Discussion and possible action authorizing Val Verde County Judge Efrain Valdez to accept an interlocal agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-173	N	F		Motion to approve Interlocal Agreement with Terrell County and authorize the Judge to sign.		W, O, N, F EVV		

47. Discussion and possible action authorizing Val Verde County Judge Efrain Valdez to accept an interlocal agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-174	N	O		Motion to approve Interlocal Agreement with Zavala County and authorize the Judge to sign.		W, O, N, F EVV		

48. Discussion and possible action on a Cooperative Agreement between the National Park Service and Val Verde County Sheriff's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-175	O	N		Motion to approve as presented.		W, O, N, F EVV		

Jerry Rust, County Fire Chief

49. Discussion and possible action regarding the purchase of a 2 1/2 ton 4 x 4 truck to be used as a service truck (1997 FMTV S&S M-1093 5413 miles for \$7,500.00.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-176	N	F		Motion to authorize the purchase of a 2 1/2 ton 4x4 truck up to \$7,500; from the 2013 Tax		W, O, N, F EVV		
			N	Note which is to be made into a service truck. The balance of the truck and remaining balance of \$2054.95 to be paid from the 2016 Contingency.	F			

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

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Michael Bagley, District Attorney

50. Discussion and possible action on requesting the funding and payment of the 2nd quarter contribution for the District Attorney's Office in the amount of \$99,601.91 for the Fiscal Year 2016-2017 as previously approved by Commissioner's Court. Funds will be used for the sole use and benefit of the District Attorney's Office and to be made payable/transferred to the Val Verde County Treasurer, Aaron Rodriguez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-177	N	O		Motion to table.				
#17-178			N	Withdrew motion after discussion	O			
#17-179	O	N		Motion to deny.		O, N, F, EVV	W	

51. Discussion and possible action on requesting the funding and payment of the 3rd Quarter Contribution for the District Attorney's Office in the amount of \$102,500.00 for the Fiscal Year 2016-2017 as previously approved by Commissioner's Court. Funds will be used for the sole use and benefit of the District Attorney's Office and to be made payable/transferred to the Val Verde County Treasurer, Aaron Rodriguez.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-180	N	O		Motion to table.				
#17-181			N	Withdrew motion after discussion	O			
#17-182	O	N		Motion to deny.		O, N, F, EVV	W	

Aaron Rodriguez, County Treasurer

51. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-183	N	F		Motion to approve as presented.		W, O, N, F EVV		

Juanita Barrera, County HR Director

52. HR Monthly Report.

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

- A. Beatriz Munoz, Tax Assessor/Collector requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Sylvia Guzman, Deputy Clerk, effective March 20, 2017. Ms. Guzman was terminated.
- B. Jerry Rust, Fire Chief, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to David Kinsey, Fire Fighter I with an annual salary of \$29,737.50 effective March 20, 2017. Mr. Kinsey is replacing Jose Barragan who was terminated.
- C. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Jesus Esquivel, Lt. Equipment Operator with an annual salary of \$23,525.00 effective March 28, 2017. Mr. Esquivel is replacing Roberto Rivera who retired.
- D. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Elizabeth Archila, Librarian II, effective March 27, 2017. Ms. Archila resigned.
- E. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Jaqueline Vasquez, with an annual salary of \$25,600.00 effective March 28, 2017. Ms. Vasquez has been transferred to take over the duties of Ms. Archila who resigned with no change in pay.
- F. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Eric Hernandez, Part-Time Library Assistant with an hourly rate of \$7.25 effective March 27, 2017. Mr. Vasquez is replacing Jaqueline Vasquez who was promoted.
- G. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Barbara Galvan, Librarian II with an annual salary of \$25,600.00 effective April 3, 2017. Ms. Galvan is replacing Jaqueline Vasquez who was transferred.
- H. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Manuel Herrera, Lieutenant with an annual salary of \$42,718.75 effective April 3, 2017. Mr. Herrera is replacing Ramiro Reyes who was terminated.
- I. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Sunny Faz, who has been promoted to Heavy Equipment Operator with an annual salary of \$27,675.00 effective April 3, 2017. Mr. Faz is replacing Mario Cervantes who was promoted to Foreman in Pct. 1.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-184	N	F		Motion to approve as presented.		W, O, N, F		
						EVV		

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

Matthew Weingardt, County Auditor

54. Monthly Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-185	N	O		Motion to approve as presented.		W, O, N, F EVV		

55. Discussion and possible action on Survey and Testing Fees.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-186	N	O		Motion to approve testing fees to be paid from Pct. 1 Operating Budget.		W, O, N, F EVV		

56. Discussion and possible action on leave balances.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				HR to present report and send to Commissioners Court and to affected Departments.				
				No Action Taken.				

Ana Markowski Smith, County Attorney

57. 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.

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

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

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B)
OTHER _____ BEGAN @ _____ ENDED @ _____ BREAK @ _____ RESUMED @ _____
ACTION AFTER EX: _____ None _____

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

#				No action was taken in				
				Executive Session				

59. Approve subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-187	N	F		Motion to approve a re-plat of Lots 34 & 35 Blk F Lakeridge Estates and establishing Lot 35A Blk F.		W, O, N, F EVV		

60. Approve Certificates of Compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE				

61. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-188	N	F		Motion to approve as presented.		W, O, N, F EVV		

62. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-189	N	O		Motion to approve and include the Nutrition Center request in the amount of \$2087.00 to be paid from Contingency.		W, O, N, F EVV		

63. Elected officials' comments.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A	O			Reported on Run for Autism- 53 teams participated - Thanked the Commissioners Court.				
	W			Showed survey and testing results of dump area near SF Cemetery - negative results for Asbestos and Water test OK, also.				

64. Judge's comments

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Judge Valdez reported on the Article in Texas County Progress Magazine about Val Verde County Budget - Thanked everyone.				

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

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT

ADDENDUM

PUBLIC HEARING

April 10, 2017 @ 9:00 a.m.

County Court at Law Building 207B E. Losoya St.

Del Rio, Texas

Efrain Valdez, County Judge

- 1. Discussion and possible action to approve payment for 2017 membership dues to Ports-To-Plains.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-190	N	F		Motion to approve as presented.		W, O, N, F		
						EVV		

65. Adjourn: 11:11 AM

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the 8th day of May A.D. 2017 read and is hereby **APPROVED**.

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

Respectfully submitted,

Efrain Valdez, County Judge
Val Verde County, Texas

ATTEST:

GENEROSA GRACIA-RAMON
COUNTY CLERK

DRAFT

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



COMMISSIONER'S COURT MINUTES

APRIL 17TH SPECIAL TERM, A.D. 2016

1. CALL TO ORDER

2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 17th day of April A.D. 2016 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4 (absent); and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of Allegiance.

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

Judge Efrain Valdez, County Judge

4. Discussion and possible action on Sacred Heart School's request for use of the county courthouse grounds on Sunday, April 23, 2017.

	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
# 17-191	N	O		Motion to authorize the County Judge to authorize the use of Court-house grounds to Sacred Heart School		W, N, O		
				Amend motion to include electricity.	O			

MOTION KEY:

**EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F**

QUORUM

- COUNTY JUDGE
- Judge's Staff
- Judge's Staff
- COMM. PRCT# 1
- COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4
- ATTENDING**
- COUNTY STAFF/DEPTS:**
- COUNTY ATTY
- COUNTY ATTY STAFF
- COUNTY ATTY STAFF
- DISTRICT CLERK
- IT
- SHERIFF
- SHERIFF'S STAFF
- AUDITOR
- TREASURER
- PURCHASING
- HR
- TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- EMERGENCYMGMT
- JP #1
- JP #2
- JP #3
- JP #4
- OTHER _____

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

5. Discussion and possible action authorizing the County Judge to approve requests and sign contracts for events used on county courthouse grounds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
# 17-192	O	N		Motion to approve as presented.		W, N, O		
						EVV		

6. Adjourn. 9:05 am.

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

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the 8th day of May A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

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

ATTEST:

 GENEROSA GRACIA RAMON
 COUNTY CLERK

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



Val Verde County

Let's Get Real About Health

Presented by:

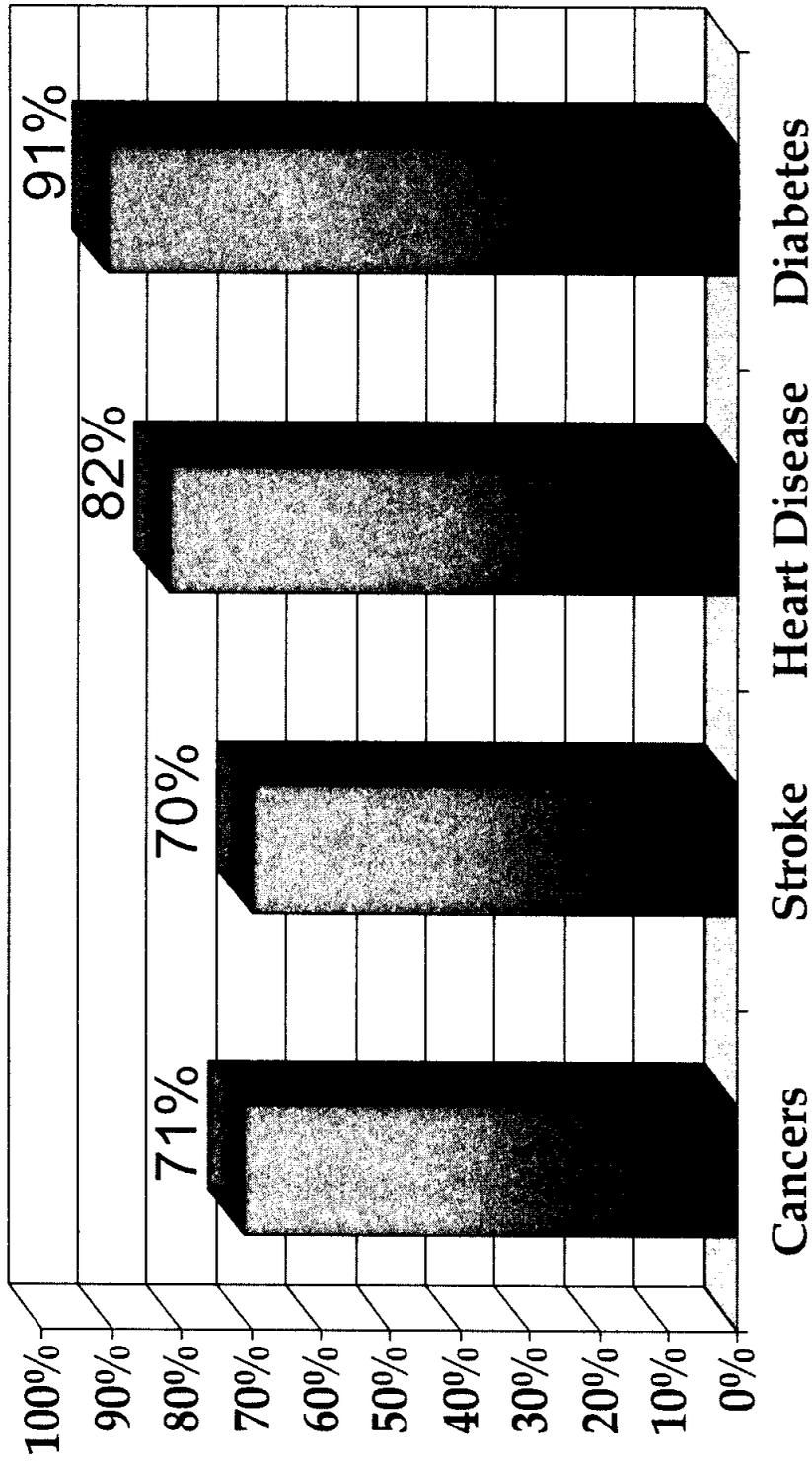
Mark Zollitsch, Wellness Consultant



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL.

TEXAS ASSOCIATION of COUNTIES

Why We Do It - Percent of Chronic Diseases Caused by Lifestyle

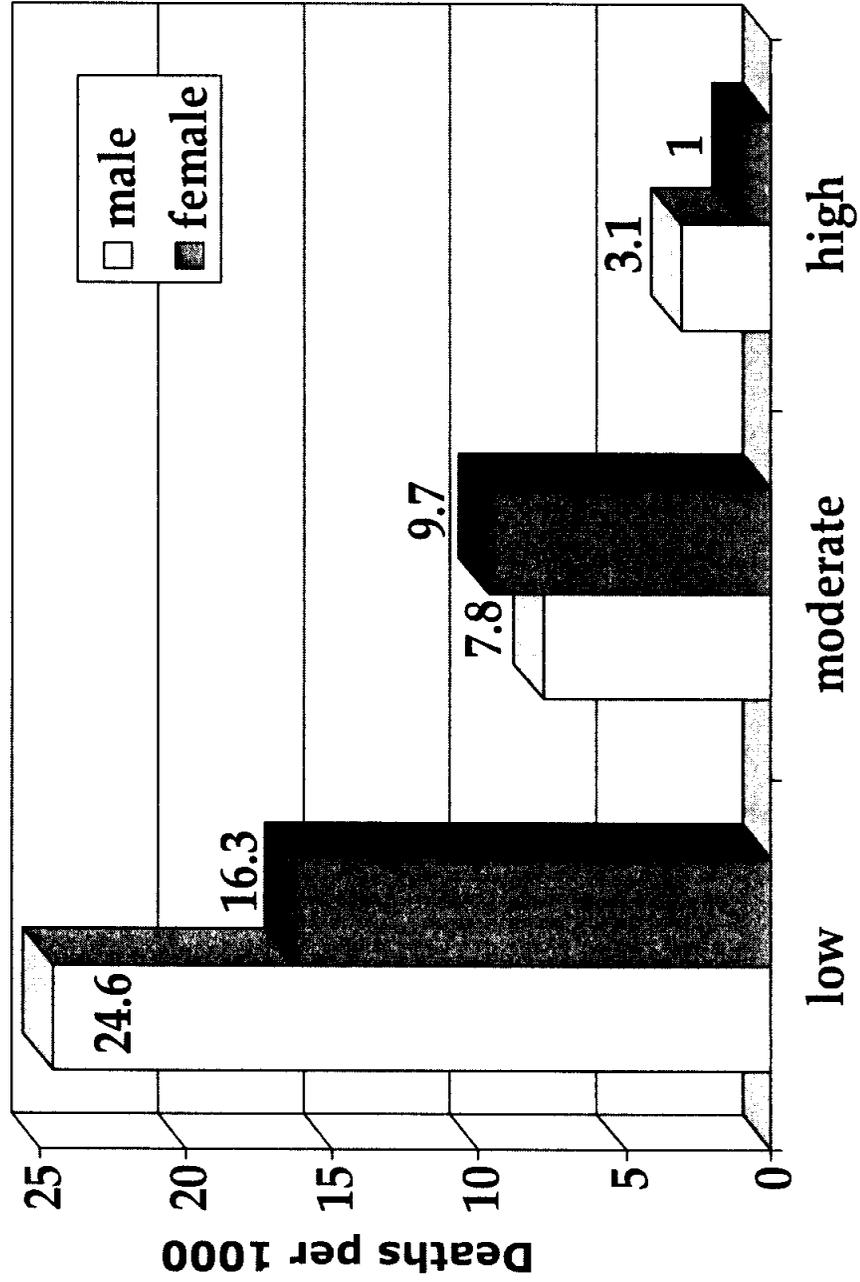


Source: Robert Wood Johnson Foundation



TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Why We Do It - Fitness and Cardiovascular Disease Deaths



Val Verde Stats

- **87 Annual Physicals (34%)**
- **34 Mammograms (19% women)**
- **21 Employees earned 2016 gift card (8%)**
- **41 currently participating in Spring Into Motion Challenge (16%)**
- **Very small number attend health and wellness trainings**

**Court's Choice: Get Serious About
Health or Not?**

- Embrace Healthy County fully or pass more cost on to employees in the future?

VOL.

PAGE 713

What is Needed?

- Ownership & engagement by the court, encouragement of everyone in your precinct to participate & attend;
- Incentives for key activities: Annual physical, Tobacco use, Coaching, Physical activity



Recommended Next Steps

- Committee to work with TAC to choose best incentive design and bring back to court for approval (1 commissioner, HR, 1-3 others)



PY 2016-17 Medical rates

EE Only	\$455.96	
EE Child	\$643.52	
EE Children	\$732.70	<i>Val Verde County contributes 100% of the EE Only premium</i>
EE Spouse	\$987.06	
EE Family	\$1,138.54	

Average Rate Increase/4 Plan Years: -1.0%

Surplus Distribution/4 Plan Years: \$242,899



Current Plan Year	Option 1	Option 2	Option 3	Option 4
Plan 600	Plan 800 NG	Plan 1100 NG	Plan 1200 NG	Plan 1300 NGS
Rx Option 4A	Rx Option 4A NG			

Medical Plan

Deductible In/Out Network	\$250/500	\$500/750	\$750/\$1000	\$1000/3000	\$1,500/4500
Co-Insurance % In/Out	80/60	80/60	80/60	80/60	80/60
Co-Insurance Max In/Out	\$2000/4000	\$2,500/5000	\$3,000/6000	\$3,000/6000	\$3,500/7000
Office Visit – Primary Care	\$25	\$25	\$25	\$30	\$30
Urgent Care Visit	\$25	\$25	\$25	\$30	\$30
Emergency Room Hospital	\$90	\$90	\$120	\$120	\$120

Prescription Plan

Prescription Card Co-Pay	10/25/40	10/25/40	10/25/40	10/25/40	10/25/40
Deductible	\$0	\$0	\$0	\$0	\$0

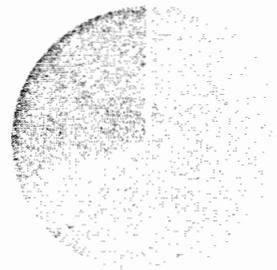




Cost Sharing Analysis

VOL. 48 PAGE 718

Paid toward Deductible

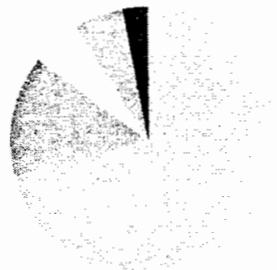


\$0 <=\$100 \$100-\$250 \$251-\$500

Claims Deductible Band Summary

Deductible Paid Band	% Claimants	Claimants	Average Paid
\$0	62.22%	140	\$0.00
<=\$100	7.56%	17	\$51.27
\$100-\$250	29.78%	67	\$214.99
\$251-\$500	0.44%	1	\$438.00
Total : Selected Filter(s)	100.00%	225	\$69.84

Paid toward CoInsurance



\$0 <=\$100 \$100-\$500 \$501-\$1000 \$1001-\$1500 \$1501-\$2,000

Claims Coinsurance Band Summary

Coinsurance Paid Band	% Claimants	Claimants	Average Paid
\$0	64.89%	146	\$0.00
<=\$100	5.78%	13	\$43.19
\$100-\$500	14.67%	33	\$289.64
\$501-\$1000	5.78%	13	\$693.90
\$1001-\$1500	5.78%	13	\$1,230.46
\$1501-\$2,000	3.11%	7	\$1,796.00
Total : Selected Filter(s)	100.00%	225	\$212.04



Q & A

Thank You

TAC Healthy County
(512)478-8753 • (800)456-5974
healthycounty@county.org
www.county.org/healthycounty

Follow us on Facebook!
www.facebook.com/TACHealthyCounty



Val Verde County

#8

Health Service Region 8
1401 Las Vacas St
Del Rio, TX 78840
(830) 768-2800

Field Office Staff
Jose Guerrero, RN
Betzabe Hernandez, LVN
Araceli Perez
Kelly Fetters

Public Health Services

Health and community education; immunizations for eligible children and adults; tuberculosis treatment and contact investigation; HIV and STD testing, treatment and education; and communicable disease investigation.

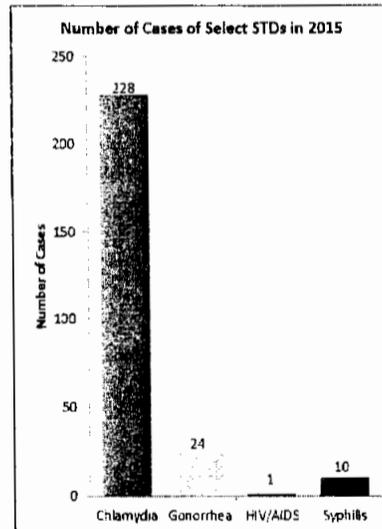
Region 8 Activities

- Educate the community about teen suicide, teen driving safety, nutrition, hyperthermia, and bullying through community activities and health fairs
- Serve on the Cardwell Head Start Health Services Advisory Committee (SHAC)
- Provide Perinatal Hepatitis B Prevention Program case management
- Promote infant safe sleep and breastfeeding
- Provide child passenger safety classes, distribute car seats, teach parents how to install and use their child's car seat correctly
- Conduct weekly active influenza surveillance
- Provide presentations on disease prevention through handwashing, covering coughs and hygiene in the community
- Serve on the Del Rio – Ciudad Acuña Binational Health Council
- Send CDC Health Advisories and Alerts to Del Rio school nurses, clinics and the VVRMC Hospital
- Promote Zika education and prevention, and mosquito control

Immunizations

- The percent of public school students with a conscientious exemption from immunizations filed at the school district level in Val Verde County is 0.18%, up from 0.16% in 2014.

Snapshot of Communicable Disease Reports			
	2014	2015	2016
Amebiasis	0	0	2
Botulism, infant	0	0	1
Campylobacteriosis	8	7	8
Carbapenem-resistant Enterobacteriaceae	1	2	5
Cryptosporidiosis	0	0	3
Cytosporiasis	0	1	3
Encephalitis, West Nile	0	1	0
Haemophilus influenzae, invasive	0	0	2
Hepatitis A, acute	0	1	0
Hepatitis B, acute	0	1	0
Multidrug-resistant Acinetobacter	0	3	3
Pertussis	2	1	0
Salmonellosis	10	13	10
Shigellosis	1	12	21
Tuberculosis	4	0	0
Varicella (Chickenpox)	6	8	5
Yersiniosis	0	0	2
Zika virus disease, non-congenital	0	0	1



2016 Public Health by the Numbers

- 22 children with special health care needs received specialized health services through our programs
- 1 rabies quarantine facility inspected
- 1 animal anthrax identified

#9



Val Verde County Child Welfare Board
173 Wildcat Dr.
Del Rio, TX 78840
(830) 774-5675 X 0
(512) 934-9620 fax

April 19, 2017

Dear:

Elva Lomas
Val Verde County Courthouse
100 E. Broadway
Fax: 830-775-9406

Dear Mrs. Lomas:

This letter is to request that the Val Verde County Child Welfare Board be placed on the next Commissioner's Court Agenda scheduled for....
Lupita Galindo will submit the following names to fill vacancies presently on the Val Verde County Child Welfare.

1. Albert C. Trevino
2. Josie Garcia

Sincerely,

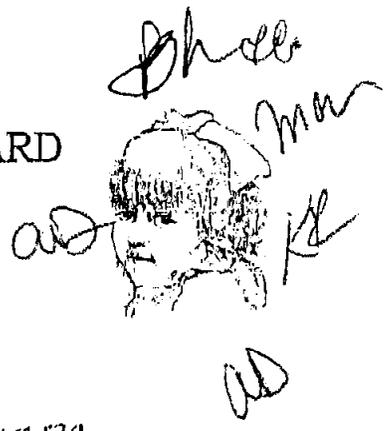
Lupita Galindo
Chairperson
Val Verde County Child Welfare Board

AM

APPLICATION FOR CHILD WELFARE BOARD

VAL VERDE COUNTY CHILD WELFARE BOARD

173 Wildcat Dr.
Del Rio, TX 78840
830-774-5675 ext. 0



Date: 3-21-2017

Name Trevino Albert C Date of Birth [redacted] 1989
Last First M.I.

Business Phone [redacted] Home Phone _____ Cell Phone [redacted]

E-mail address _____

Address [redacted] City Del Rio State TX Zip 78840

Are you currently employed? Yes Full/Part-Time Full

Where? [redacted] Occupation Advertising Manager/Trainer How Long? 1yr/1mo

Will you be able to attend meeting's during the AM or PMP _____

Will you sell Raffle tickets? Yes or No _____

Please list any experience with children and adolescents, any previous volunteer experience, any previous applicable work experience and/or affiliations with any community organizations (e.g., churches, clubs, etc.)
Pediatrics Nurse, Volunteer work for Ronald McDonald House.
work with children with special needs at college in
San Antonio.

Please list any special skills, training or abilities (including any additional language you may speak.)

Spanish Also can Personal Train And work with kids with special need

In my opinion I am physically and emotionally capable of carrying out the volunteer assignment.

Yes No

Reason for Volunteering: to help the community in it's needs
with kids and adults who need someone to
look up to. Be the Best I can be for the community.

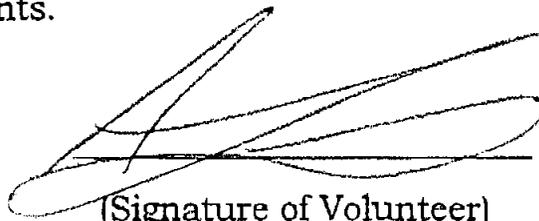
PRINT NAME:

Albert C Trevino**CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS****VAL VERDE COUNTY
CHILD WELFARE BOARD**

Except for certain specified circumstances, Texas Law and Federal regulations require that all facility records which directly or indirectly identify a client, a former client or potential of any Texas Department of Protective and Regulatory Services facility, shall be kept confidential.

I understand that violation of this confidentiality requirement can result in immediate dismissal from my duties as a volunteer at this facility, subject to the discretion of the Director of Community Relations.

I agree to conform to all rules and regulations of the Department and the Facility to the best of my ability, and to respect the confidential nature of all case records and my personal contacts with clients.



(Signature of Volunteer)

7-21-2017

gm

AD *Sh* *Lee*
AD *KK*

APPLICATION FOR CHILD WELFARE BOARD
VAL VERDE COUNTY CHILD WELFARE BOARD
173 Wildcat Dr.
Del Rio, TX 78840
830-774-5675 ext. 0



Date: 3/21/17

Name Garcia, Josie Date of Birth [redacted] 1984
Last First M.I.

Business Phone [redacted] Home Phone [redacted] Cell Phone [redacted]

E-mail address [redacted]

Address [redacted] City Del Rio State TX Zip 78840

Are you currently employed? yes Full Part-Time 8-5

Where [redacted] Occupation Circulation Mgr. How Long? 11 yrs.

Will you be able to attend meeting's during the AM or PM? PM.

Will you sell Raffle tickets? Yes or No

Please list any experience with children and adolescents, any previous volunteer experience, any previous applicable work experience and/or affiliations with any community organizations (e.g., churches, clubs, etc.)
worked for SFDRCISD for 3 years with elementary children ages 6-11, involved with a youth group at our church for about 2 years ages 11-18

Please list any special skills, training or abilities (including any additional language you may speak.) understand children. have attended various seminars that help
English & Spanish (speaking, reading & writing in both)

In my opinion I am physically and emotionally capable of carrying out the volunteer assignment.
Yes No

Reason for Volunteering: would like to put back for
the community and children that may be less fortunate.

PRINT NAME: Josie Garcia

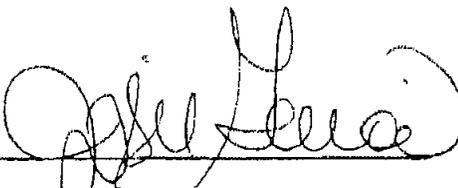
CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

VAL VERDE COUNTY CHILD WELFARE BOARD

Except for certain specified circumstances, Texas Law and Federal regulations require that all facility records which directly or indirectly identify a client, a former client or potential of any Texas Department of Protective and Regulatory Services facility, shall be kept confidential.

I understand that violation of this confidentiality requirement can result in immediate dismissal from my duties as a volunteer at this facility, subject to the discretion of the Director of Community Relations.

I agree to conform to all rules and regulations of the Department and the Facility to the best of my ability, and to respect the confidential nature of all case records and my personal contacts with clients.



(Signature of Volunteer)
21.01.2017



Val Verde County Child Welfare Board
173 Wildcat Dr.
Del Rio, TX 78840
(830) 774-5675 X 0
(512) 934-9620 fax

April 21, 2017

Dear:

Elva Lomas
Val Verde County Courthouse
100 E. Broadway
Fax: 830-775-9406

Dear Mrs. Lomas:

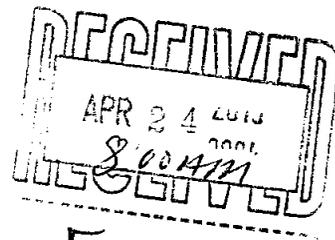
This letter is to request that the Val Verde County Child Welfare Board be placed on the next Commissioner's Court Agenda scheduled for....
Lupita Galindo will submit the following names to fill vacancies presently on the Val Verde County Child Welfare.

- 1. Sylvia Guzman

Sincerely,

Lupita Galindo
Chairperson
Val Verde County Child Welfare Board

cc/gz



Fax

APPLICATION FOR CHILD WELFARE BOARD

VAL VERDE COUNTY CHILD WELFARE BOARD

173 Wildcat Dr.
Del Rio, TX 78840
830-774-5675 ext. 0



Date: 4/13/17

Name Guzman Sylvia Date of Birth [REDACTED]
Last First M.I.

Business Phone _____ Home Phone [REDACTED] Cell Phone _____

E-mail address _____

Address [REDACTED] City Del Rio State Texas Zip 78840

Are you currently employed? No Full/Part- Time _____

Where? _____ Occupation _____ How Long? _____

Will you be able to attend meeting's during the AM or PM? PM

Will you sell Raffle tickets? Yes or No _____

Please list any experience with children and adolescents, any previous volunteer experience, any previous applicable work experience and/or affiliations with any community organizations (e.g., churches, clubs, etc.)

Asst. Girl Scout Troop Leader - Canton, Texas - customer service - 20 yrs, willing to help whenever + wherever I can

Please list any special skills, training or abilities (including any additional language you may speak.) Spanish - read, write, speak

Computer graphics, handy with most hand tools

In my opinion I am physically and emotionally capable of carrying out the volunteer assignment.

Yes No _____

Reason for Volunteering: For a good cause.

PRINT NAME: Sylvia Guzman

CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

VAL VERDE COUNTY
CHILD WELFARE BOARD

Except for certain specified circumstances, Texas Law and Federal regulations require that all facility records which directly or indirectly identify a client, a former client or potential of any Texas Department of Protective and Regulatory Services facility, shall be kept confidential.

I understand that violation of this confidentiality requirement can result in immediate dismissal from my duties as a volunteer at this facility, subject to the discretion of the Director of Community Relations.

I agree to conform to all rules and regulations of the Department and the Facility to the best of my ability, and to respect the confidential nature of all case records and my personal contacts with clients.

Sylvia Guzman

(Signature of Volunteer)

4/13/17

Proclamation

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of this Val Verde County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, In 2016, there were 83,534 completed cases of elderly and disabled persons abuse in Texas, of which 51,608 were confirmed; and

WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

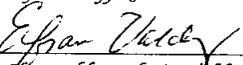
WHEREAS, Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;

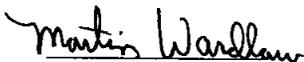
*NOW, THEREFORE, I Efrain Valdez, County Judge do hereby proclaim the month of **May 2017** to be:*

“Elder Abuse Prevention Month”

in Val Verde, and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

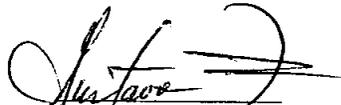
In witness whereof, hereunto signed officially and caused the Official Seal of Val Verde County to be affixed on this 8th of May, 2017.


The Honorable Efrain Valdez
County of Val Verde County


Name Martin Wardlaw
Commissioner Pct. #1


Name Lewis Owens
Commissioner Pct. #2


Name Robert Beau Nettleton
Commissioner Pct. #3


Name Gustavo Flores
Commissioner Pct. #4

Progress report for the LAFB West Gate Project

May 8, 2017

72% Completion

#11

Completed Tasks:

- Roof Flashing / panels
- Electrical/Comm. Rough in
- Glass instalation

Scheduled Activities for this Month:

	Target Date
Millwork	9-May
Concrete Pavement South Side	9-May
Final Roof Inspection	9-May
Roadway, Parking Lot Grading and Paving	23-May
EIFS work in bay	30-May
Drywall/Finish/Paint	30-May

Completion Date: Wednesday, June 21, 2017

Concerns:

Roof Testing Issues. Being worked on by Engineer, contractor and LAFB staff.
 TxDOT concerned about drainage, queuing space for trucks, and traffic flow.

<u>Change Order Status:</u>	<u>Original Contract Price</u>	<u>Contract Days</u>	<u>\$ 3,997,777.00</u>	<u>Payment Status</u>
#1	19-Sep-16 Rock Excavation at Slab	5	\$ 9,256.50	Complete
#2	11-Oct-16 Permanent Power for Site		\$ 23,693.86	Complete
#3	11-Oct-16 Trap Primer Canine Room		\$ 805.28	Complete
#4	15-Oct-16 Door Change 114		\$ 8,398.17	Complete
#5	12-Apr-17 Rock Boreing at two locations		\$16,995.75	Complete
#6	12-Apr-17 Flowable Fill Addition		\$6,342.11	Complete
#7	12-Apr-17 Deleted		\$0.00	Complete
#8	12-Apr-17 Dens Glass Inspection Bay	3	\$15,312.47	Complete
#9	12-Apr-17 Tying Visitors Ctr into Basewide Sys.	5	\$11,398.95	Complete
#10	12-Apr-17 Screen Wall Addition	4	\$14,298.77	Complete
#11	12-Apr-17 Wet Spring w/credit	7	\$42,990.48	Complete
#12	12-Apr-17 Deleted		\$0.00	Complete
#13	12-Apr-17 Door Hdwr Set Change		\$931.26	Complete
#14	12-Apr-17 Light Pole Bases Drilled into Rock		\$3,253.80	Complete
#15	12-Apr-17 Storm Drain Credit	-3	(\$33,319.33)	
		21	\$ 120,358.07	
Contract has been increased by Thru C.O. #15 New contract price			\$ 4,118,135.07	

VAL VERDE COUNTY
DEAAG PROJECT STATUS REPORT
Construction of Defense Control Center
TMPC [PROJECT NUMBER] 1601-01-01

Allbrite Construction Company Total Completed thru April 30, 2017 **\$2,954,635.83**

Allbrite Construction Company Total Payments by Val Verde County thru May 8, 2017 **\$2,659,172.22**

Allbrite Construction Company Retainage 10% of Completed Work **\$295,463.61**

Construction Project is **72% Complete** thru April 30, 2017

Three (3) Reimbursement Requests received from Governor's Office

Date	Amount
10/27/2016	\$206,995.50
02/13/2017	\$1,127,683.42
04/25/2017	\$834,727.27
Total Reimbursement Received	\$2,169,406.19

Next Quarterly/4th reimbursement request due at Governor's Office June 20, 2017

Current Contracts	Amount	Days
Allbrite Original Contract Price	\$3,997,777.00	300
Change Order #1	\$9,256.50	5
Change Order #2	\$23,693.86	0
Change Order #3	\$805.28	0
Change Order #4	\$8,398.17	0
Change Order #5	\$16,995.75	0
Change Order #6	\$6,342.11	0
Change Order #7	Deleted	0
Change Order #8	\$15,312.47	3
Change Order #9	\$11,398.95	5
Change Order #10	\$14,298.77	4
Change Order #11	\$42,990.48	7
Change Order #12	Deleted	0
Change Order #13	\$931.26	0
Change Order #14	\$3,253.80	0
Change Order #15	(\$33,319.33)	-3
Current Contract Sum (4/12/17)	\$4,118,135.07	321

Date of Substantial Completion thru Change Order #15 therefore is June 21, 2017

Charles Willis & Associates	
Basic Fees	\$226,750.00
Bain Medina Bain Eng.	\$20,610.00
Carrillo & Associates Inc.	\$32,700.00
Esser & Company Consulting LLC	\$75,000.00
Not Grant Reimbursable	

Total Grant Funds Obligated thru Executed Contracts **\$4,398,195.07**

Total Grant Agreement **\$4,580,387.00**

Unobligated Grant Funds **\$182,191.93**

1. Project Status:
2. Bonds and Insurance 100% Complete
3. Mobilization 100% Complete
4. SWPPP 100% Complete
5. General Conditions 80% Complete
6. Building Concrete and Rebar 100% Complete
7. Insulated Concrete Forms 100% complete
8. Masonry 100% Complete
9. Structural Steel 100% Complete
10. Steel Erection 100% complete
11. Rough Carpentry 95% Complete
12. Millwork 0% Complete
13. Plumbing is 85% Complete
14. EIFS 85% Complete
15. Underground Electrical Rough In and Systems 100% complete
16. Standing Seam Metal roof 45% Complete
17. Firestopping 100% Complete
18. Overhead Doors 80% Complete
19. Bullet Resistant Glass 100% Complete
20. Hardwood doors 85% Complete
21. Paint 30% Complete
22. Ceramic Tile 0% Complete
23. Acoustical Ceiling 0% Complete
24. Carpet Tile 0% Complete
25. Interior Signage 0% Complete
26. Steel Studs and Drywall 75% Complete
27. HVAC 85% Complete

Page 2 of 3

28. Electrical Rough In 100% Complete
29. Data Conduit and Duct banks 100% Complete
30. Lightening Protection 95% Complete
31. Demo, Site Clear Building Pad 100% Complete
32. Chain Link Fence and Gates 54% Complete
33. Sewer – Septic System 100% Complete
34. Water Piping 100% Complete
35. Storm Drain 100% Complete
36. Aerobic System 100% Complete
37. Boring is 100% Complete
38. Trench Safety is 100% Complete
39. Bi Weekly progress meeting have been held every two weeks to review construction progress, address RFI's, submittals/shop drawings, construction schedules, material deliveries, proposed change orders, LEED reporting, and address any potential delays or concerns. Participants during the Bi Weekly meetings have included Chuck Willis, CWA, Roy Musquiz, VVC, Brook Henderson, Allbrite PM, Steve Lilly, Allbrite Super, AJ Mikeska, Allbrite QC, Raul Padilla, CWA/RPR, Carl Esser, VVC Eloy Padilla, VVC, MSGT. Ryan, Raul Austria, Carl Bain (BMB Engineer) and TxDOT staff.

CHANGE ORDER FORM

CAP701

Change Order Number: Change Order Date:

16 4/21/2017

To:
Val Verde County
400 Pecan Street
Del Rio, TX 78840

Architect's Project Number:
Contract for: Contract Date: 8/10/2016

From:
Allbrite Construction
10811 Iota Drive
San Antonio, TX 78217

Our Project Code: **DEL RIO**
Project:
West Gate Defense Control Center
Laughlin Air Force Base Del Rio TX

Original Contract Sum: \$3,997,777.00
Previous Change Orders: \$120,358.07
Contract Sum: \$4,082,921.29
Value of this Change Order: \$0.00
New Contract Sum: \$4,118,135.07

DISTRIBUTE TO:
 Owner Contractor Other
 Architect Field Construction Manager

The Contract Completion date will change by:
60 days
The expected completion date will be: 8/20/2017

The Contract is Changed as Follows:

Allbrite is requesting a 60 day time extension due to the following:

December 2016 & January 2017 billings were not paid until the middle of February 2017. due to the State not funding Val Verde County. This set off a chain reaction of subs/vendors not coming to work due to non-payment. This alone cost Allbrite 60 to 75 days to get subcontractors back on the job. Since they had not been paid they committed to other projects and jobs which delayed them coming back to our project.

The Large amount of rock encountered has delayed progress due to change orders needed and the site elevations being changed. We believe we are now on the third revision. We received approved change orders #5, #6, #8, #9, #10, #11, #13, #14, and #15 on April 20, 2017. Some of these are several months old.

Architect
Charles Willis & Associates
1161 Corporate Drive West #150
Arlington, TX 76006

Contractor
Allbrite Construction
10811 Iota Drive
San Antonio, TX 78217

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

Signature

Signature

Signature

Date

Date

Date

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2016

Project Memorandum/
Information Request
(Electronic)

Charles Willis & Associates, Inc.

Project: LAFB West Gate DCC (LAFB - 01)
Date: April 4, 2017
Attention: Roy Musquiz, Carl Esser & Eloy Padilla
From: Charles Willis
CC: Raul Padilla and Carl Bain

Via Email
 Other

Total Pages Including Cover: 2

Subject/Topic: Change Order #16 (request for 60 day extension)

Urgent Reply ASAP Please Comment Please Review For Your Information

Roy, Carl and Eloy,

We do not believe the justification, presented in the attached Change Order Request #16, for 60 additional calendar days is sufficient to grant the extension. The reasons stated are too vague and do not present specific day-by-day accounting of the time lost, by trade or subcontractor and the extent of the impact on specific tasking or work that was affected. In our opinion, the root causes were not beyond the control of the contractor and, even though the County and State were slow to pay, there may have been alternatives available to the contractor to mitigate the circumstances described.

We have also reviewed the Daily Reports from the RPR for December, January and February and do not find any indication that work was delayed or curtailed. Generally it appears, for the most part, that there was a robust subcontractor presence on nearly all work days.

The change order proposal showed the revised completion day to be August 20, 2017; we calculate the new contract date to be August 04, 2017, based upon the current June 05, 2017 contract date.

As of this date, we have authorized a net total of 21 additional days to the contract as a result of approved change orders; this could result in a new contract completion date of June 26, 2017. A 60 day extension to that date would result in a August 25, 2017 date of completion, unless the 21 days are included in the 60 day total.

At the construction meeting on April 5th, the contractor mentioned that a request for a 60 day extension was likely; I advised the contractor at that time that "every single day needed to be justified." Given the vagueness of their request and the lack of justification, we do not recommend any additional construction days be authorized unless the contractor provides acceptable justification.

I believe this matter should be discussed ASAP, certainly before the next construction meeting on May 3, 2017.

Please advise if you have questions or need more information.

Thank You,



Charles Willis, AIA, NCARB
President
Charles Willis & Associates, Inc.
1161 Corporate Drive West, Suite 150
Arlington, Texas 76006
(817) 261-1863 Office
(817) 455-4098 Cell
cwillis@cwainc.net

1161 Corporate Drive West, Suite 150 • Arlington, TX 76006 • 817.261.1863 • cwillis@cwainc.net



DEPARTMENT OF THE AIR FORCE
47TH FLYING TRAINING WING (AETC)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE 47TH OPERATIONS SUPPORT SQUADRON, WEATHER FLIGHT
AND
THE VAL VERDE COUNTY SHERIFF'S OFFICE
VIA
THE VAL VERDE COUNTY EMERGENCY MANAGEMENT OFFICE
FOR
SEVERE WEATHER NOTIFICATION

This is a Memorandum of Understanding (MOU) between the 47th Operations Support Squadron and the Val Verde County Sheriff's Office and Val Verde County Emergency Management Office. When referred to collectively the 47th Operations Support Squadron and the Val Verde County Sheriff's Office and Val Verde County Emergency Management Office are referred to as the "Parties".

- 1. BACKGROUND: This MOU will establish procedures for all parties to serve in the notification of severe weather that could potentially impact all parties.
- 2. AUTHORITIES: Not applicable
- 3. PURPOSE: This MOU will help outline the agreement reached by the 47th Operations Support Squadron Weather Flight and the Val Verde County Sheriff's Office & Val Verde County Emergency Management Office concerning support provided any severe weather is imminent and/or observed. While the services encompassed by this MOU will provide added value to the knowledge and understanding of looming severe weather conditions, the National Weather Service office in New Braunfels, Texas, will remain the authoritative weather source for all non-Department of Defense operations within Val Verde County.

"Severe Weather" generally consists of weather that poses a high threat to life and/or property. For the purposes of this agreement, severe weather events include: Severe Thunderstorms (with winds greater than or equal to 58 mph and/or hail greater than the size of a quarter (1" inch diameter)), Damaging Winds not associated with thunderstorms greater than or equal to 58 mph, Tornadoic Activity, Flash Flooding, Heavy Snow, Ice, and/or Freezing Rain, and Tropical Cyclones -- including Hurricanes, Tropical Storms, and Tropical Depressions. This agreement is for notification only and is a joint effort to facilitate the safeguard of life and property at Laughlin AFB and in the County of Val Verde.

4. UNDERSTANDING OF THE PARTIES:

4.1 The 47th Operations Support Squadron: The Weather Flight agrees to notify the Val Verde County Sheriff's Office via the Val Verde County Emergency Management Coordinator when any severe weather is expected, imminent, or observed.

4.2 The Val Verde County Sheriff's Office/ Val Verde County Emergency Management Office: The Val Verde County Sheriff's Office and/or Emergency Management Coordinator agrees to notify the 47 OSS Weather Flight when they observe any of the afformentioned severe weather.

5. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1 Points of Contact: The following points of contact will be used by the Parties to communicate in the impenmation of the MOU. Each party may change its points of contact upon reasonable notice to the other Party.

6.1.1 For the 47th Operations Support Squadron Weather Flight

6.1.1.1 Primary: 47 OSS/OSW Forecast Desk (830) 298-5870/5654

6.1.1.2 Alternate: 47 OSS OSW Standby Phone (830) 703-0035

6.1.2 For the Val Verde County Sheriff's Office

6.1.2.1 Primary: (830) 774-7513

6.1.3 For the Val Verde County Emergency Management Office

6.1.2.1 Primary: (830) 703-0043

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to the MOU will be addressed, if to the 47th Operations Support Squadron, to—

6.2.1. 541 1st Street, Suite 2 Bldg 308, Laughlin AFB, TX 78843

And, if to the Val Verde County Sheriff's Office

6.2.2. 295 FM 2523 Hamilton Road, Del Rio, TX 78840

And if to the Val Verde County Emergency Management Office

6.2.3. 400 Pecan St. Del Rio, Texas. 78840

6.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Additionally, Neither party will be held liable for any damage, injuries, or deaths.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

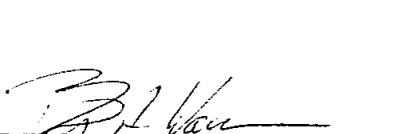
6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on 30 April 2026.

6.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject Severe Weather and effective date of 05 April 2016.

APPROVED:

		
ROWLAND GARZA, Coordinator Val Verde Emergency Mgt Office Del Rio, TX DATE SIGNED: <u>5/10/17</u>	JOE FRANK MARTINEZ, Sheriff Val Verde County Sheriff's Office Del Rio, TX DATE SIGNED: <u>5/10/17</u>	BRITT A. WARREN, Lt Col, USAF Commander, 47 th Ops. Support Sqdn. Laughlin AFB, TX DATE SIGNED: <u>5/30/17</u>

#14

CONTRACT FOR ENGINEERING SERVICES

PART I - AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this _____ day of May, 2017, by and between Val Verde County, Texas, hereinafter called the "County", acting herein by Efrain Valdez, County Judge hereunto duly authorized, and TRC Engineers, Inc., hereinafter called "Firm", acting herein by S. Jared Niemann, P.E.

WITNESSETH THAT:

WHEREAS, Val Verde County desires to implement the following: land surveying services under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage professional engineers to render certain services in connection with the TxCDBG Project, Contract Number 713076.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance

The services of the Firm shall commence on the date of the County's contract execution with the Texas Community Department Block Grant Program. In any event, all of the services required and performed hereunder shall be completed no later than the completion date in the County's contract with the Texas Community Department Block Grant Program.

3. Local Program Liaison

For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

5. Retention of Records

The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$5,600.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

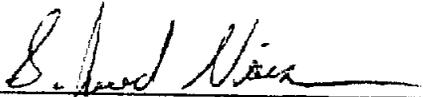
This Agreement, which includes Parts I-V and Attachment A represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County and the Firm.

IN WITNESS WHERE OF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

VAL VERDE COUNTY, TEXAS

TRC ENGINEERS, INC.

By: 
Efrain Valdez
County Judge

By: 
S. Jared Niemann, P.E.
Project Manager

PART II
PROFESSIONAL ENGINEERING SCOPE OF SERVICES

SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
3. Perform boundary survey of the two (2) property easements for the properties described in the RFQ.
4. Prepare a plat and metes and bounds description for the easement agreements between property owner and County. Assist County in preparation and review of easement agreements. County to file.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, Texas Comptroller of Public Accounts, Comptroller General of the United States, U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

The Val Verde County shall reimburse TRC Engineers for ENGINEERING SERVICES provided upon completion of the following project MILESTONES per the following percentages of the maximum Contract amount:

Basic Engineering Service Milestone

Basic Fee	<u>\$2,300.00</u>	
1. Completion of boundary survey.		50%
2. Completion of final plat and metes and bounds descriptions.		40%
3. Completion of assisting County with easement agreements.		10%
	TOTAL	100%

SPECIAL SERVICES:

The fee for all Special Services (boundary surveying) shall not exceed a total of Three Thousand Three Hundred and 00/100 (\$3,300.00) dollars upon completion of surveying and necessary field data. The payment for these Special Services shall be paid as a lump sum.

**PART IV
TERMS AND CONDITIONS**

PROFESSIONAL MANAGEMENT, ENGINEERING SERVICES

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County. The County may at any time and for any reason terminate Contractor's services and work at the County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by the County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall

consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

FEDERAL CIVIL RIGHTS COMPLIANCE

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity", and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000). The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V

PROJECT TIME SCHEDULE

**Val Verde County
Land Surveying Services
Preliminary Project Time Schedule**

ID	Task Name	Duration (Days)	Start	Finish	May Week 1	May Week 2	May Week 3	May Week 4	May Week 5	June Week 1
1	Boundary Surveying	4 days	Mon 5/1/17	Thu 5/4/17	█					
2	Prepare Field Notes / Easement Map	10 days	Fri 5/5/17	Thu 5/18/17		█	█			
3	Engineering / County Review	5 days	Fri 5/19/17	Thu 5/25/17			█			
4	Address Final Comments / Turnover to County Attorney for Easement Agreements	5 days	Fri 5/26/17	Thu 6/1/17				█		

TxDBG No. 713076	Critical	Finish-only	□	Manual Summary	█
	Critical Split	Duration-only	□	Project Summary	█
	Critical Progress	Baseline	█	External Tasks	█
	Task	Baseline Split	External Milestone	◆
	Split	Baseline Milestone	◇	Inactive Task	█
	Task Progress	Milestone	◆	Inactive Milestone	█
	Manual Task	Summary Progress	█	Inactive Summary	█
	Start-only	Summary	█	Deadline	↓

EXHIBIT 1
MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite:

Name	Date Cleared by Grant Administrator

**This report may be e-mailed or faxed to the Grant Recipient*

Attachment "A"
TRC ENGINEERS, INC.

Attachment "A" will only apply to supplemental engineering services that extend beyond the original scope of Work outlined in this agreement.

A. RECORDS

Accurate and daily records of all labor, equipment, and materials furnished by TRC Engineers, Inc. on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer's written request.

B. WAGE RATES

3.24 times salary cost

C. REIMBURSABLE EXPENSES

- **Project Expenses** – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%**.
- **Mileage - Travel from portal to portal or between locations will be charged at 53.5 cents per mile.**
- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see www.perdiemrates.html .
- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%**.

D. SUBCONTRACTS

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

E. TERMS

Customer will make payment to Contractor within **thirty (30) days** after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions.

**VAL VERDE COUNTY
US-90 EASEMENT
SURVEY**

LEGEND
EDGE OF EASEMENT

10'-0" WIDE X
APPROX. 330 LF
LONG EASEMENT

PROPERTY NO. NOT LISTED
LEVEL 3 COMMUNICATIONS

10'-0" WIDE X
APPROX. 1,090 LF
LONG EASEMENT

PROPERTY NO. 39935
JASON EAVES
5.70 ACRES

PROPERTY NO. 39936
JOSE J ESPINOZA
CHARLES E CAMERON
19.918 ACRES

PROPERTY NO. 68894
KNIGHTHAWK LLC
5.916 ACRES



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-6632
(512) 454 - 8716



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 **MBM Radio 1st Annual Father's Day Cook-off** ("Lessee") 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 6-16-17 and end on 6-17-17. 11:59 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 6-16-17 and ending 6-17-17:

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 **\$200.00** 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 acceptable condition and 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 6-15-17. 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 6-16-17 through 6-17-17 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 8th day of May, 2017.



Efrain Valdez
On behalf of Val Verde County



On behalf of MBM Radio
(Javier Calderon)

Presented to Val Verde Commissioners Court on 05 / 08 / 17 and made a part of the court's minutes.

#22

LEASE AGREEMENT FOR OFFICE FACILITIES

Basic Terms

Date:

05/05/2017

Landlord:

Val Verde County

Notices to Landlord:

Mr. Efrain Valdez
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840

with a copy to:

Mrs. Ana Markowski Smith
Val Verde County Attorney
207 E. Losoya Street
Del Rio, Texas 78840

Tenant:

63rd Judicial District Attorney

Notices to Tenant:

Mr. Michael J. Bagley
District Attorney
209 E. Losoya Street
Del Rio, TX 78840

Leased Premises:

The building at 209 E. Losoya Street, Del Rio, TX
consisting of approximately _____ square feet.

Permitted Use:

General office use

Term:

Four (4) years

Lease Commencement Date:

January 1, 2017

Lease Expiration Date:

December 31, 2020

Base Rent:

\$10.00 per year

Security Deposit:

None

Definitions

“Building Operating Hours” means any time the District Attorney’s Office is open and being utilized for office purposes.

“Common Areas” mean all facilities and areas of the Building and parking facilities serving the Building that are intended and designated by Landlord from time to time for the common, general and nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

“Essential Services” means the following services: (a) air-conditioning and heating to the Leased Premises reasonable for the Permitted Use during Building Operating Hours and at such other times and at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purpose; (c) periodic window washing; (d) elevator service to provide access to and from the Leased Premises; (e) electric current for normal office machines and the Building’s standard lighting reasonable for the Permitted Use; and (f) lighting in the Common Areas.

“Landlord” means Landlord and its agents, employees, invitees, licensees or visitors.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees or visitors.

Clauses and Covenants

A. Tenant agrees to:

1. Lease the Leased Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Leased Premises in their present condition “AS IS”, the Leased Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition and occupancy of the Leased Premises and the Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Leased Premises or the Building; and (c) any reasonable rules and regulations for the Building and Common Areas adopted by Landlord.

4. Pay annually, on or before the 1st day of January, the Base Rent to Landlord at:

Mr. Efrain Valdez
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840

5. Pay a late charge of five percent (5%) of any Rent not received by Landlord by the ten (10th) day after it is due.

6. Deposit the Security Deposit (if any is required) with Landlord as security for the performance by Tenant of all of Tenant’s obligations in this Lease. In the event of a default by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; provided, however, that any such application by Landlord will not be or be deemed to be an

election of remedies by Landlord or considered or deemed to be liquidated damages. Tenant will promptly, upon demand, deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this Section will be without interest and may be commingled by Landlord. At the end of the term of this Lease, provided that there is then no uncured default or any repairs required to be made by Tenant pursuant to Section A.11 or Section E.2 of this Lease, Landlord will return the Security Deposit to Tenant.

7. Allow Landlord to enter the Leased Premises to perform Landlord's obligations, inspect the Leased Premises and show the Leased Premises to prospective purchasers or tenants.

8. Repair, replace and maintain any part of the Leased Premises that Landlord is not obligated to repair, replace or maintain, normal wear excepted.

9. Submit in writing to Landlord or its facility manager any requests for repairs, replacements and maintenance that are the obligation of Landlord.

10. If requested, deliver to Landlord a financing statement perfecting the security interest created by this Lease.

11. On the last day of the Term, remove all tenant personal property from and deliver the Leased Premises to Landlord in as good condition as at the Commencement Date, ordinary wear and use excepted, and return all keys to the Leased Premises.

12. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of this Lease, identifies any amendments to this Lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B. Tenant agrees not to:

1. Use the Leased Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Interfere with any other tenant's normal business operations or Landlord's management of the Building and common areas.

4. Permit any waste.

5. Use the Leased Premises in any way that would increase insurance premiums or void insurance on the Building.

6. Treat, store, handle, generate, locate on, discharge from, or dispose on the Leased Premises or the Building any materials regulated, controlled, limited or restricted by governmental laws, rules, regulations or ordinances.

7. Change Landlord's lock system, except with Landlord's permission and after providing a set of keys to Landlord.

8. Alter the Leased Premises without Landlord's prior written consent which may be withheld in Landlord's sole discretion.

9. Allow a lien to be placed on the Leased Premises.

10. Assign this Lease or sublease the Leased Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant the Leased Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all applicable laws with respect to Landlord's operation of the Building and the Common Areas.

3. Provide the Essential Services.

4. Make such repairs as may be required by normal maintenance operations, which shall include repairs to the (a) roof; (b) foundation, (c) Common Areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Leased Premises, including all heating and air conditioning and lighting.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Leased Premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Option to Cancel.** Landlord and Tenant shall each have an option to cancel this Lease at any time upon at least ninety (90) days' prior written notice to the other party.

2. **Renewal Option.** Tenant shall have one (1) option to renew the term of this Lease for two (2) years with at least ninety (90) days' prior written notice to Landlord. Base Rent for the option period shall be \$10.00 per annum.

3. **Alterations.** Any physical additions or improvements to the Leased Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the condition existing at the Commencement Date, normal wear excepted.

4. **Certain Repairs at Tenant's Expense.** The repair of any damage done to the Building, or any part thereof, including replacement of damaged portions or items, caused by Tenant shall be made by Landlord at Tenant's sole cost and expense, and Tenant shall pay to Landlord the cost thereof within ten (10) days of Landlord's demand therefor, as additional Rent. Notwithstanding the foregoing, upon the need for any repairs as described above (except in the

event of an emergency, as determined by Landlord in its sole discretion), Landlord shall notify Tenant and Tenant shall have the right, within ten (10) days after notice from Landlord, to obtain and submit a bid to Landlord for the required repairs. In the event the bid submitted by Tenant is lower than the bid, if any, obtained by Landlord for the repairs, Landlord shall proceed to contract for repairs in accordance with such bid from Tenant at Tenant's sole cost and expense, provided that the work described therein is sufficient to adequately repair the Building, or any portion thereof, in Landlord's reasonable discretion.

5. **Casualty.** If the Leased Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. Upon any such damage or casualty, if the Leased Premises can be restored within ninety (90) days, Landlord shall, at its expense, restore the roof, foundation, Common Areas and structural soundness of the exterior walls of the Leased Premises and any leasehold improvements within the Leased Premises which are not the responsibility of Tenant to restore (as hereinafter provided), to substantially the same condition that existed before the casualty, except that Landlord shall not be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty. When the Leased Premises have been restored by Landlord as provided herein, Tenant will, at its expense, replace any of its damaged furniture, fixtures and personal property and restore any leasehold improvements which were performed by Tenant. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may, at its option, terminate this Lease by notifying Landlord in writing of such termination before completion of restoration by Landlord.

If the Leased Premises or any part thereof shall be damaged by fire or other casualty or the Building shall be so damaged that the substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion be required (whether or not the Leased Premises shall have been damaged by such casualty) and the restoration cannot in Landlord's reasonable opinion be completed within ninety (90) days, Landlord may, at its option, (a) restore the Leased Premises and/or Building or (b) terminate this Lease by notifying Tenant in writing of such termination. If Landlord chooses to restore the Leased Premises or the Building, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten (10) days of Tenant's election. If Tenant does not terminate this Lease within the stated time period, this Lease will continue and Landlord will restore the Leased Premises and/or Building as provided herein.

Landlord shall allow Tenant a fair diminution of Rent during the time and to the extent the Leased Premises are unfit for occupancy.

6. **Condemnation.** If the whole or substantially the whole of the Building or the Leased Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Leased Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Leased Premises is taken or sold for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, Landlord (whether or not the Leased Premises are affected thereby) may terminate this Lease by giving written notice thereof to

Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Leased Premises is taken by the condemning authority. If the Leased Premises cannot be used by Tenant, in Tenant's reasonable discretion, for the purposes contemplated by this Lease due to any taking or sale as hereinabove described, Tenant may, at its option, terminate this Lease by notifying Landlord in writing of such termination within ten (10) days following the taking or sale. If this Lease is not so terminated upon any such partial taking or sale, the Rent payable hereunder shall be diminished by an equitable amount based on the portion of the Leased Premises taken, if any, and Landlord shall, restore the Building and the Leased Premises to substantially their former condition, but Landlord shall not be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such damage. All amounts awarded upon a taking of any part or all of the Building or the Leased Premises shall belong to Landlord.

7. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Leased Premises. This Lease is a security agreement under the Uniform Commercial Code.

8. **Default by Tenant.** Tenant shall be in default of this Lease if it (a) fails to pay Rent when due, or (b) fails within ten (10) days after written notice from Landlord to comply with any provision of this Lease other than the defaults set forth in (a) and (b).

Landlord's remedies for Tenant's default are to (a) enter and take possession of the Leased Premises, after which Landlord may relet the Leased Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Leased Premises and perform Tenant's obligations under the Lease; and (c) terminate this Lease by written notice and proceed by attachment, suit or otherwise to collect any delinquent Rent and a sum of money equal to the Rent to be paid by Tenant to Landlord for the balance of the Term. Landlord may enter and take possession of the Leased Premises by self-help, by picking or changing the locks if necessary, and may lock out Tenant or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

9. **Default by Landlord.** Landlord will be in default of this Lease if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of sixty (60) days after written notice of this Lease from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within sixty (60) days, such default will be deemed to have been cured if Landlord commences such performance within such sixty (60) day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant will not be entitled to terminate this Lease or withhold, offset or abate any sums due under this Lease.

10. **Limitation of Landlord's Liability.** If Landlord fails to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence of this Lease, recover a money judgment against Landlord, Tenant will look solely to Landlord's right, title and interest in and to the Building for the collection of such

judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

11. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

12. **Holdover.** If Tenant does not vacate the Leased Premises following termination of this Lease, Tenant shall become a tenant at will and must vacate the Leased Premises on receipt of notice from Landlord. If Tenant continues to occupy the Leased Premises after termination of this Lease, Tenant shall throughout the entire holdover period pay rent equal to 150% of the Rent that would have been applicable had the Term continued through the period of such holdover by Tenant. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. **Attorney's Fees.** If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court costs.

15. **Venue.** Exclusive venue is in the county in which the Leased Premises is located.

16. **Entire Agreement.** This Lease and any attached exhibit(s) constitute the entire agreement of the parties, and there are no oral representations, warranties, agreements or promises pertaining to this Lease.

17. **Amendment of Lease.** This Lease may be amended only by an instrument in writing signed by both Landlord and Tenant.

18. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this Lease, and there are no warranties that extend beyond those expressly stated in this Lease.

19. **Notices.** Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

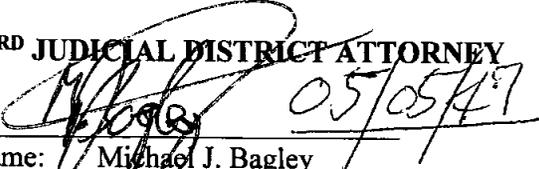
20. **Use of Common Areas.** Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

21. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left in the Leased Premises at the end of the Term at Tenant's sole cost and expense.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts effective as of the day and year first above written.

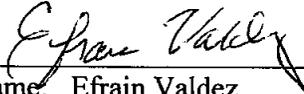
TENANT:

63RD JUDICIAL DISTRICT ATTORNEY


Name: Michael J. Bagley
Title: District Attorney

LANDLORD:

VAL VERDE COUNTY


Name: Efrain Valdez
Title: Val Verde County Judge



at&t

AT&T Mobility Business Proposal

Exclusively For:

VAL VERDE COUNT

#26 30 Round

AT&T Representative Amanda Edwards

Rethink Possible!

Email: ae0525@att.com

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Suggested Rate Plan	Plan Minutes	Quantity	Cost	Total
Voice, Unlimited Data, Unlimited Text Bundle	500	23	\$49.99	\$1,149.77
Add a line- VOICE ONLY for Basic Phones	Shared	23	\$15.99	\$367.77
RATE PLAN TOTAL:				\$1,517.54

Suggested Data Plan	Quantity	Cost	Total
Unlimited Data for Smart Phones	46	Included	Included
Unlimited MiFi Data	31	\$37.99	\$1,177.69
DATA TOTAL:			\$1,177.69

Features	Quantity	Cost	Total
Unlimited Texting for Smart Phones	46	Included	Included
Enhanced Push to Talk for Bundled Phones	46	Included	Included
Feature Total:			

Equipment Description	Quantity	Price	Total Cost
\$100 off all equipment pricing. See Tab 2 (Device Pricing w/ Discount)			
PHONE TOTAL:			See Tab 2

Total Minutes	11,500
Total Lines	46
Total Data	Unlimited
Total Data Lines	\$1,177.69
Rate Plan Total	\$1,517.54
Data Plan Total	Included
Feature Cost	Included
Government Monthly Discount 26%	Included

Upgrade & Activation Fees	Waived
Initial Equipment Investment *NOT Including Taxes & Shipping Charges	N/A See Tab 2
AT&T Mobility Monthly Total *Including an estimated Taxes and Additional Fees Quote*	\$2,695.23

Please contact your AT&T rep for further questions or concerns.

AT&T Mobility Monthly Total and Initial Equipment Investment do not include additional Taxes and fees.

Pricing does not include Federal, State or Local taxes or fees

Equipment and rate plan availability, promotions and/or pricing are subject to change at any time without prior notice

Other legal terms and conditions are outlined in your company's AT&T Mobility agreement

The information and pricing contained in this proposal is valid for thirty (30) days.

Y

MONTHLY SAVINGS	57.25
TOTAL MONTHLY SAVINGS	57.25
TOTAL ANNUAL SAVINGS	687.00



New and Revised Services and Monthly Charges At 300 Spring St Unit NEW ADDITION - NOC, Del Rio TX 78840				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$0.00	\$0.00	36 Months
Fiber Internet 50Mbps	1	\$599.00	\$599.00	36 Months
*Total			\$599.00	
*Prices do not include taxes and fees.				



#28 IT

Rogelio Musquiz Jr.

From: Scott, Chad <Chad.Scott@charter.com>
Sent: Wednesday, May 3, 2017 9:31 AM
To: rmusquiz@valverdecountry.org
Subject: DIR Pricing for the 50 x 5

Hi Roy,

The DIR pricing for the 50 x 5 circuit is \$228.79. Let me know if you have any questions.

Thank You,

Chad Scott
Strategic Account Manager Gov/Ed
1900 Blue Crest Lane
San Antonio, TX 78247
Cell: 210-819-0706
Email: chad.scott@charter.com
DIR Contract #: DIR-TEX-AN-NG-CTSA-008
Business Fiber Support: 877-892-3423
Business HSD, Voice and Video/CATV Support: 866-519-1263
<http://timewarnercable-tex-an-ng.com/index>

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

#29 FIRE

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Proposed Pricing

Proposal#: 8991602 **Proposed Pricing Good Until: 6/3/2017 12:00:00 AM**

Account Executive: Chad Scott

Telephone:

Ext:

Fax:

Email: chad.scott@charter.com

Customer Information:

Authorized Contact:

Contact Phone:

Contact Fax:

ROY MUSQUIZ

(830) 774-1763

New and Revised Services and Monthly Charges At: 1690 Cienegas Rd , Del Rio TX 78840

Product	Quantity	Sales Price	Contract Term	Bandwidth	Monthly Price
Spectrum Business Internet Plus - 60Mbps	1	\$79.99	Month to Month		\$79.99
Monthly Total:*					\$79.99

*Prices do not include taxes, surcharges, and/or fees

One-Time Charges at: 1690 Cienegas Rd , Del Rio TX 78840

Product	Quantity	Sales Price	Price
Install Charge - Business Internet	1	\$99.00	\$99.00
Total*:			\$99.00

*Prices do not include taxes and fees

*Prices quoted are subject to change. Applicable taxes, surcharges, and/or fees are not included in the quoted price. Additional Terms and Conditions may apply.

THIS AGREEMENT CONTAINS INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY.

MONITORING AGREEMENT

This Agreement dated 2/14/2017, is between Sentry Security Service ("Company"), and (Name) VAL VERDE COUNTY LIBRARY ("Customer"),

(Address) 300 SPRINGS ST (City) DEL RIO (State) TX (Zip) 78840 (ACCT #) 97704591

MONITORING SERVICES PROVIDED Indicated by "y" or "n" in applicable space	
<input type="checkbox"/> BURGLAR (X) FIRE <input type="checkbox"/> HOLDUP/PANIC SILENT / AUDIBLE <input type="checkbox"/> DURESS SILENT <input type="checkbox"/> OPEN/CLOSE supervised/unsupervised (X) MONITORED <input type="checkbox"/> MEDICAL	Court Approved <u>5-2-2017</u>
<input type="checkbox"/> REMOTE CAMERA VIEW	
<input type="checkbox"/> CELLULAR TRANSMISSION <input type="checkbox"/> INTERNET (TCP/IP or other)	
<input type="checkbox"/> OTHER: INTERACTIVE	

BILLING PERIOD (X) MONTHLY () ANNUALLY () OTHER _____

1. **MONITORING OF SECURITY SYSTEM.** For a monitoring charge of \$ 40.00 per billing period, payable in advance on the first day of each billing period with applicable sales tax, Company agrees without warranty to make a commercially reasonable effort to connect Customer to 24-hour remote monitoring of the security equipment by Company or its monitoring subcontractor for the term of this Agreement. Monitoring charges for any partial billing period shall be prorated. The monitoring charge is in addition to any fees, equipment charges, lease charges and/or service charges owed.

2. Initial ⇒ _____ Company has explained to Customer the limitations of monitoring utilizing only standard telephone lines, cellular lines and/or internet TCP/IP. Given such disclosure, the selection of the services shown in the monitoring services provided block above represents a conscious choice of level of monitoring security desired.

Customer has been provided a Customer Emergency Information Schedule. It and the Terms and Monitoring Procedures are attached as Exhibit(s) 1, and made a part of this agreement.

3. **LIMITATION OF LIABILITY.** Customer understands that alarm monitoring is available from other companies, and agrees that Company and Customer do not have a disparity of bargaining power. Company would not offer its Monitoring Services at the price provided herein without the limitation of liability of this paragraph. Company assumes no liability or responsibility for interruptions in monitoring, including, without limitation, interruptions caused by failure of Customers telephone equipment, transmission equipment or the telephone numbers Company is authorized to call. Company does not promise or guarantee that the police or fire departments or any private alarm response services or others notified by Company or its monitoring subcontractor will respond to security monitoring calls, now or in the future. Company makes no representations or warranties regarding the Monitoring Services of the Detection Systems installed. Company disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Company cannot assure that the Monitoring Services provided will avert or prevent occurrences, or the consequences of them that remote Monitoring is purchased to detect, or that the Monitoring is in all respects fail safe, cannot be comprised or circumvented, or that in all cases the Monitoring Services or Detection Systems will prevent any loss by burglary, hold-up, fire or otherwise, or that Monitoring Services or Detection System will in all cases provide the protection for which it is installed or intended. Customer understands that **COMPANY IS NOT AN INSURER**, and that (i) insurance, if desired, must be obtained by Customer, and (ii) that the charges payable to Company under this Agreement are based on the cost of monitoring service, and are not based on the value of Customer's premises or property, or the property of others located at the premises. *Customer agrees that the maximum liability of Company, an assignee, or any monitoring subcontractor, with respect to the*

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services to be provided, or in the event of the **SOLE, JOINT, or CONCURRENT** negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss shall be \$500.00.

4. **LIQUIDATED DAMAGES.** Customer acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from incorrect installation or a failure of the Monitoring Services or the Detection System. If the limitation of liability contained in Paragraph 2 shall not be enforced for any reason, Company, an assignee, or any monitoring subcontractor shall be liable for \$500.00 as liquidated damages under this Agreement, or with respect to the services to be provided hereunder, or in the event of the **SOLE, JOINT OR CONCURRENT** negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss.

5. **TERM AND TERMINATION.** The initial term of this Agreement begins with the commencement of monitoring and ends () _____ Months (X) 3 Year(s) thereafter (the "term"). The term renews on a month to month basis until such time as the term is terminated by either party upon any of the following: (a) Customer's written notice to Company of Customer's intention to terminate this Agreement given at least thirty (30) days prior to the expiration date of the term in effect; (b) the failure by Customer to make timely payment of the charges provided for in Paragraphs 1 and 5 hereof; (c) the insolvency or adjudication of bankruptcy of Company, or the assignment for the benefit of creditors or reorganization or liquidation proceedings filed by or against Company; or (d) Company's 30-day written notice to Customer of Company's intention to terminate the term. (Notwithstanding anything herein to the contrary, Company may terminate monitoring services to Customer upon ten (10) days' written notice upon the occurrence of the following: (i) Customer uses or attempts to use alarm system for other than its intended use, or (ii) Subscriber engages in abusive conduct with employees of Company or its monitoring subcontractor.

The first of such renewal terms commences upon the date of the expiration of the original term. If this Agreement is terminated pursuant to the provisions of sections (a) or (b) of this paragraph, there shall be a charge of \$ 30.00 to reinstate service to Customer. Company after the initial term period of this Agreement and at least Sixty (60) days prior to the commencement of any subsequent renewal term may give written notice of intent to adjust the Monitoring Charge applicable to subsequent renewal terms. Such adjusted Monitoring Charge specified in notice by Company shall become due and applicable on the first day of the billing period for any subsequent renewal term following such notice and every billing period thereafter, including additional subsequent renewal terms unless Customer, after receipt of such notice but prior to the first day of the term following such notice, provides Company with written notice of intention to terminate the term. The provisions of Paragraphs 2, 3, 5, 6, 7, 10-14 and 16 shall survive the expiration of the term.

6. **INTEREST.** All past-due accounts owed to Company by Customer shall bear interest at the rate of eighteen percent (18%) per annum.

6. **LATE FEE.** If Company does not receive Customer's monitoring charge payment by the third day of the billing period a late fee of \$ 5.00 will be assessed.

7. **RETURNED CHECK FEE.** Customer shall pay Company \$ 25.00 on each occasion that Customer's payment check is returned by the bank for "insufficient funds" or any other reason.

8. **SIGNAL RESPONSE.** Company, or its monitoring subcontractor, upon receipt of an alarm signal from the premises of Customer, shall *without warranty* make commercially reasonable efforts to notify *only* those persons, entities and/or police, private security response and fire agencies on the Customer Emergency Information Schedule and Terms and Monitoring Procedures attached as Exhibit(s) 1. In the event that Customer opts to deviate from standard procedures and uses alternate alarm response procedures, then Customer agrees to hold Company harmless from all liability and costs caused by such instructions and to pay any expenses of Company caused in whole or in part by such instructions, including, but not limited to, attorneys' fees, court costs and other damages. Customer acknowledges that those persons, entities, and/or private alarm response entities or others which Customer originally designated on the Customer Emergency Information

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WHICH AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY.

Schedule and the telephone numbers of the same may not be correct or appropriate indefinitely. Customer assumes the responsibility of notifying Company in writing when changes in the identity of or telephone numbers of the appropriate persons or entities to be notified in the event of respective emergencies are necessary.

9. **CONNECTIONS.** Unless otherwise specified in the "Monitoring Services Provided" box above, Customer will be connected by signal circuits using existing telephone lines and/or cellular telephone circuits, to a Central Monitoring Station. Conditions and availability of telephone lines, cellular telephone circuits and/or Internet connections, if applicable are wholly beyond the control and jurisdiction of Company and that they are maintained and serviced by the applicable utilities or service providers, not by company, and company disclaims responsibility for the condition of such transmission lines, circuits, antennas, satellites and equipment, and any disruption of service, including without limitation disruptions due to computer viruses or other causes, *even if resulting from the sole, joint or concurrent negligence of Company.* If customer is to be connected to a Central Monitoring Station by radio or cellular service, Customer acknowledges that radio or cellular transmission can be adversely affected by atmospheric conditions and the condition of the transmitter and antennas for which Company disclaims responsibility. No refund or credit will be made for periods where communications systems are not functioning. Customer has the sole responsibility to test and service Customer's alarm system. Customer has the sole responsibility to obtain any required permits. Customer acknowledges that certain police authorities have indicated that they will not respond to the report of an alarm at (i) a location which is un-permitted or at which location the alarm permit for the location has expired, or (ii) a location which has experienced excessive prior false alarms.

10. **NO SUBROGATION.** If Customer desire that Company assume a greater liability of responsibility than set forth herein to either Customer or Customer's insurance carrier by way of subrogation, then an additional price must be quoted and paid. Customer for itself and its insurance carrier, and all parties claiming under Customer, release and discharge Company from and against all hazards covered by Customer's or property owners' insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against Company. In the event any person shall file any claim against Company for any reason whatever, included, but not limited to, the installation, maintenance, operation, non-operation or monitoring of the alarm system(s) Customer agrees to indemnify, defend and hold Company harmless from any and all claims including, but not limited to, the damages, expenses, costs and attorney's fees.

11. **INDEMNITY.** *Customer agrees to indemnify and hold harmless Company, its successors and assigns, and its agents and employees from and against any and all persons or entities including customer's insurance carrier for all claims, loss, damage, suit or liability involving damage to or destruction of property, personal injury to or death of any person or persons, or economic loss arising from the installation, use, service, operation, failure to operate, malfunction or the presence or use of such monitoring of the alarm whether or not such loss, injury or death is occasioned by the sole, joint or concurrent negligence of Company or its subcontractor. This indemnity extends to whatever claim may be asserted, whether by statute, constitution or common law, including but not limited to DTPA, breach of contract, negligent misrepresentation, negligence, gross negligence warranty, fraud or products liability.*

12. **LIMITATION OF ACTIONS.** Any claim or cause of action which may arise in favor of Customer against Company under this agreement or otherwise, must be asserted by Customer not later than two years and one day after the date such claim or cause of action accrues.

13. **VALIDITY.** If any provisions of this Agreement are in conflict with any statute or rule of law, or any state or territory wherein it may be sought to be enforced, then such provisions will be deemed null and void to the extent that they may conflict with such a statute or rule of law, but without invalidating the remaining provisions of this Agreement.

14. **ACKNOWLEDGEMENT.** Customer acknowledges that Customer has read this Agreement, along with the attached Customer Emergency Information Schedule and Terms and Monitoring Procedures, and understands this Agreement all attachments and agrees to be bound by such terms. Customer further agrees that both this page and Exhibit(s) 1 attached hereto and made a part hereof, contain the entire agreement between the parties, and no modifications shall be given effect unless they are in writing and signed by all parties. Catalogs or pamphlets supplied by manufacturer(s) or Company are for information only and do not modify these

THIS AGREEMENT CONTAINS INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY.

provisions. All previous and contemporaneous agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

15. **ASSIGNMENT.** Company may assign or subcontract the duty to perform under this Agreement to a monitoring subcontractor. Upon any such assignment or subcontract, Company shall no longer be liable hereunder and only the assignee or monitoring subcontractor shall be liable. Company may also assign the right to receive payments under this Agreement. Customer may not assign right to receive services hereunder.

16. **ARBITRATION.** All claims, disputes, controversies or other matters arising out of, or related to this Agreement, or any party's performance or non-performance under this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The arbitrators may award only actual damages and may not award punitive damages. Each party hereto agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures required by applicable law.

17. **ENTIRE AGREEMENT.** This Agreement and the Exhibits referenced herein and attached hereto contain the entire agreement relating to monitoring and supersedes all prior agreements, whether oral and written and language, if any, to the contrary on any writing, form, estimate, purchase order or other such document.

18. **GOVERNMENT TRANSFER CLAUSE.** Sentry Security Service allows for breach of this contract in event that the Subscriber is transferred, by the Federal Government, to another location outside of Val Verde County, Texas.

CUSTOMER(S)



Court Approved

5-8-2017

Date

Date

DO NOT SIGN UNLESS YOU HAVE READ THE ENTIRE AGREEMENT AND UNDERSTAND ALL OF ITS TERMS.

#31

Bills to be present in Court May 8, 2017						
P.O. Voided						
Vendor	Department	Amount	PO #	Invoice Date	PO Voided	
Tractor Supply Co	Precinct 2	\$ 197.91	49682	3/31/2017	3/20/2017	
P.O. Issue Date						
Vendor	Department	Amount	PO #	Invoice Date	Purchase Order Date	
Alvaro's Auto Service	Precinct 3	\$ 353.34	50122	4/6/2017	4/11/2017	
Del Rio Welders	Precinct 3	\$ 57.59	50204	4/12/2017	4/21/2017	
Pico Propane	Precinct 3	\$ 43.03	49973	3/28/2017	3/29/2017	
Pico Propane	Precinct 3	\$ 426.62	50219	4/24/2017	4/25/2017	
TDCAA	County Attorney	\$ 350.00	50185	2/17/2017	4/19/2017	
Texas Department of Public Safety	County Clerk	\$ 2.00	50104	2/28/2017	4/10/2017	
No P.O.						
Vendor	Department	Amount		Invoice Date	No PO	
Efrain Valdez	County Judge	\$ 10.00		4/12/2017		

#31

RKW Irrigation & Landscape LI12281
P.O. Box 1891 Uvalde, TX 78801
830-278-4224

#32

Val Verde County Library
Request for Draw

1 st draw due on the first day that work is done on job site.	\$12,016
2 nd draw due when 50% of the work is complete.	\$12,016
3 rd and finally draw when the project is complete and the county has signed off on such.	\$12,016
Total	\$36,048

Thank you for the opportunity to work on your project.

R. Patrick Williams

RKW mission statement: Is the design and installation of a drip or spray irrigation system which prevents the waste of water promotes the most efficient use of water and applies the least amount of water required to maintain healthy individual material and turf.

“Irrigation in Texas is regulated by the Texas Commission on Environmental Quality, P.O. Box 13087 Austin, Texas 78711-3087

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

RESOLUTION

**RESOLUTION IN SUPPORT OF FY 2017 OPERATION
STONEGARDEN (VAL VERDE COUNTY)**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the 2017 Operation Stonegarden (Val Verde County) grant;

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

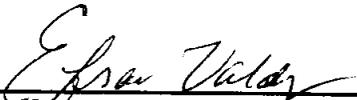
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, Val Verde County assures that the funds will be returned to the Office of the Governor in full;

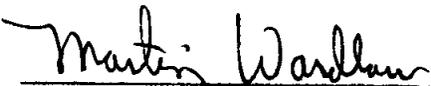
WHEREAS, the Val Verde County Commissioners' Court designates Val Verde County Judge Efrain Valdez as the grantee's Authorized Official and Sheriff Joe Frank Martinez as the Grant Performance Officer. The Authorized Official is given the power to review, sign, and accept all grant documents on behalf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

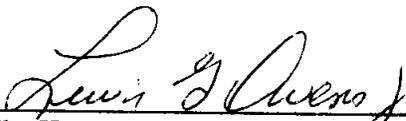
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Matthew S. Weingardt as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application of the 2017 Operation Stonegarden (Val Verde County), award.

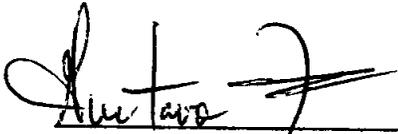
PASSED, ADOPTED, APPROVED and FILED on this the 8th day of May A.D. 2017.


The Honorable Efrain Valdez
County Judge

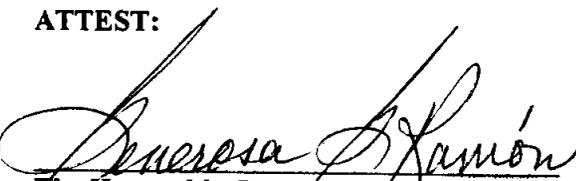

The Honorable Martin Wardlaw
Commissioner, Pct. #1

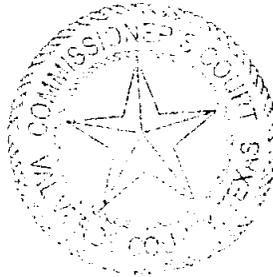

The Honorable Lewis G. Owens
Commissioner, Pct. #2


The Honorable Robert Beau Nettleton
Commissioner, Pct. #3


The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:


The Honorable Generosa Gracia-Ramon
County Clerk



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

RESOLUTION

**RESOLUTION IN SUPPORT OF LOCAL BORDER
SECURITY PROGRAM (LBSP) 2018 #2995203**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the Local Border Security Program (LBSP) 2018 #2995203 grant;

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

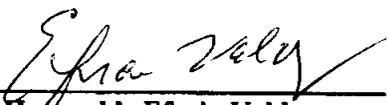
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, Val Verde County assures that the funds will be returned to the Office of the Governor in full;

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

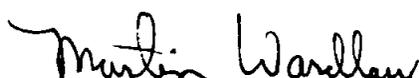
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Matthew S. Weingardt as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application Local Border Security Program (LBSP) 2018 #2995203, award.

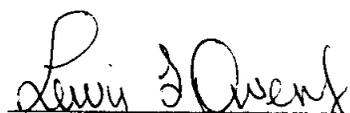
PASSED, ADOPTED, APPROVED and FILED on this the 8th day of May, 2017.



The Honorable Efrain Valdez
County Judge



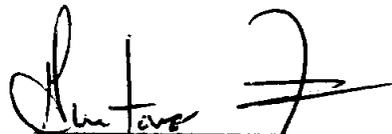
The Honorable Martin Wardlaw
Commissioner, Pct. #1



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

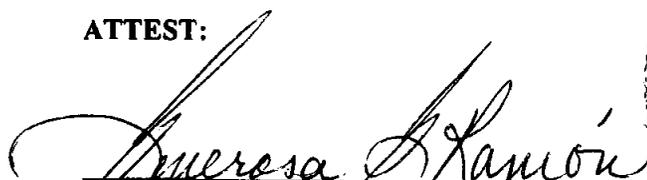


The Honorable Robert Beau Nettleton
Commissioner, Pct. #3

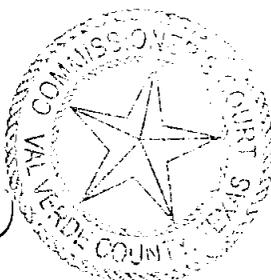


The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:



The Honorable Generosa Gracia-Ramon
County Clerk





QUOTE #140

Date: 04/28/2017
Valid Until: 07/27/2017

CUSTOMER BILLING INFORMATION

Customer ID: _____	Contact Name: Melissa Vasquez
Customer: Val Verde County	Title: Assistant Purchasing Manager
Address 1: 400 Pecan Street	Phone: 830-774-7505
Address 2: 3rd Floor	Fax: _____
City: Del Rio	E-mail: mvasquez@valverdecountry.org
State: TX Zip: 78840	
County: Val Verde	
Invoice to: _____	Tax exemption # _____
Payment Term: _____	P.O. # _____
Payment: PO	

CUSTOMER SHIPPING INFORMATION

Customer: Val Verde County	Contact Name: Melissa Vasquez
Address 1: 400 Pecan Street	Title: Assistant Purchasing Manager
Address 2: 3rd Floor	Phone: 830-774-7505
City: Del Rio	Fax: _____
State: TX Zip: 78840	E-mail: mvasquez@valverdecountry.org
County: Val Verde	
F.O.B.: _____	Shipping Method: _____
	Freight Collect Account: _____

EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

	ITEM NUMBER	QTY	UOM	QUOTE PRICE	SUBTOTAL
AED Other: Re-Certified Zoll AED Plus	ZAED+	1	EA	795.00	795.00
AED Accessory: Zoll AED+ Pedi-padz II - Infant/Child Electrodes	0970-0519	1	PR	89.00	89.00
AED Accessory: ZOLL - CPR-d Padz - AED Plus	0970-0500	1	EA	159.00	159.00

Sales Tax will be applied to customers who are not tax exempt. Subtotal (excluding tax and shipping): 1,043.00
 Shipping charges will be prepaid and added to the invoice unless otherwise stated. Sales Tax: 0.00
 This quotation is valid until the quote expires or the manufacturer's price to DXE Medical increases. Shipping: _____
Grand Total: 1,043.00

Comments/Notes Section:

Purchase Order and Correspondence address: DXE MEDICAL, INC. **Dan Cavazos**
Emergency Preparedness/AED Consultant **Remittance address:**
DXE MEDICAL, INC.

1001 Flaggpole Ct
Brentwood, TN 37027

210-727-1564
daniel@dxemed.com

29170 Network Place
Chicago, IL 60673-1291

VOL. 48 PAGE 788

STATE OF TEXAS
COUNTY OF VAL VERDE

§
§
§

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Forest Service has determined that drought conditions exist within Val Verde County; and

IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court, based on a determination that the circumstances that required the Order no longer exist.

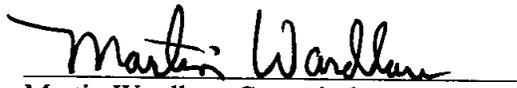
This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) Firefighters training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C Misdemeanor, punishable by a fine not to exceed \$500.00.

Burning will be allowed only with written permission from Val Verde County Fire Chief or Val Verde County Judge.

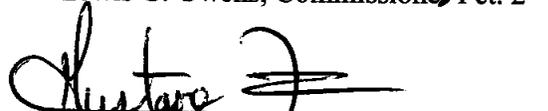
ADOPTED this 8th DAY OF May, 2017.

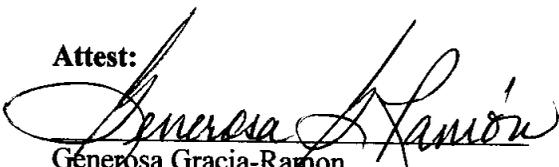

Efrain Valdez
Val Verde County Judge

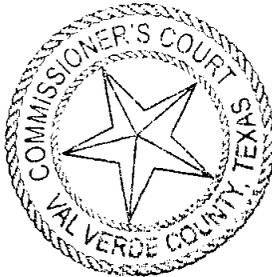

Martin Wardlaw, Commissioner Pct. 1


Lewis G. Owens, Commissioner Pct. 2


Robert Beau Neffleton, Commissioner Pct. 3


Gustavo Flores, Commissioner Pct. 4

Attest:

Generosa Gracia-Ramón
Val Verde County Clerk





TREASURER'S REPORT

APRIL 2017

VOL. 48 PAGE 790

AARON D. RODRIGUEZ

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

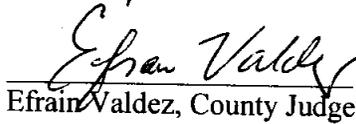
ORDER APPROVING TREASURER'S MONTHLY REPORT

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 APRIL 2017.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 8 day of
May, 2017



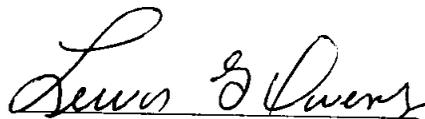
Efrain Valdez, County Judge

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 May 8th, 2017 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for APRIL 2017, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 8th day of May, 2017.


HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

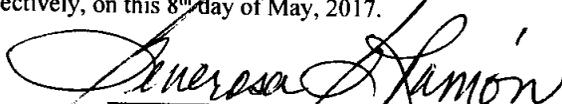

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


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 8th day of May, 2017.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report Account Summary

Date Range: 04/01/2017 - 04/30/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	4,801,922.76	-729,863.44	788,154.47	1,518,017.91	4,072,059.32
1111-1111-00-11030	Cash - Texpool	1,118.49	0.60	0.60	0.00	1,119.09
1111-1111-00-11040	Cash - General Fund Texpool 2	1,252.61	0.65	0.65	0.00	1,253.26
1111-1111-00-11060	Cash - Hot Tax	25,770.87	-4,352.10	447.90	4,800.00	21,418.77
	Total Fund: 1111 - General Fund:	4,830,064.73	-734,214.29	788,603.62	1,522,817.91	4,095,850.44
Fund: 1133 - SL 179						
1133-1111-00-11150	Cash - SL79	165,634.97	6.35	6.35	0.00	165,641.32
	Total Fund: 1133 - SL 179:	165,634.97	6.35	6.35	0.00	165,641.32
Fund: 1134 - Library Construction						
1134-1111-00-21135	Cash - Library Construction	1,921,030.33	-556,747.66	844.00	557,591.66	1,364,282.67
	Total Fund: 1134 - Library Construction:	1,921,030.33	-556,747.66	844.00	557,591.66	1,364,282.67
Fund: 1166 - SF Pastures						
1166-1111-00-11150	Cash - San Felipe Pastures	43,980.43	1.69	1.69	0.00	43,982.12
	Total Fund: 1166 - SF Pastures:	43,980.43	1.69	1.69	0.00	43,982.12
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	74,722.33	2.88	2.88	0.00	74,725.21
	Total Fund: 1177 - Tax Note 2013:	74,722.33	2.88	2.88	0.00	74,725.21
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	2,214,793.17	-376,839.50	19,475.14	396,314.64	1,837,953.67
	Total Fund: 1178 - Tax Note 2016:	2,214,793.17	-376,839.50	19,475.14	396,314.64	1,837,953.67
Fund: 1222 - Balance Road & Bridge						
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	540,224.52	-62,780.35	86,211.53	148,991.88	477,444.17
1222-2222-00-11140	Cash - Road & Bridge Texpool	806.65	0.57	0.57	0.00	807.22
	Total Fund: 1222 - Balance Road & Bridge:	541,031.17	-62,779.78	86,212.10	148,991.88	478,251.39
Fund: 1333 - Interest & Sinking						
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,650.60	1.80	1.80	0.00	15,652.40
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	206,862.36	71.41	71.41	0.00	206,933.77
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	2,254,279.37	24,575.51	24,575.51	0.00	2,278,854.88
1333-3333-00-11090	Cash - Interest & Sinking Fund Texpool	4,156.57	2.40	2.40	0.00	4,158.97
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	620,601.69	0.00	0.00	0.00	620,601.69
	Total Fund: 1333 - Interest & Sinking:	3,101,550.59	24,651.12	24,651.12	0.00	3,126,201.71
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	329,645.66	11,778.05	788,534.64	776,756.59	341,423.71

Detail Report

Date Range: 04/01/2017 - 04/30/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1555 - Law Library						
1555-1111-00-11170	Cash - Texas Community Bank Law Library	329,645.66	11,778.05	788,534.64	776,756.59	341,423.71
		14,712.73	-706.43	1,229.62	1,936.05	14,006.30
		14,712.73	-706.43	1,229.62	1,936.05	14,006.30
Total Fund: 1444 - Payroll Clearing County:						
Total Fund: 1555 - Law Library:						
Fund: 2666 - Grants						
2666-6666-00-21010	Cash - Border Prosecution 2537706	-14,610.69	-13,674.53	0.00	13,674.53	-28,285.22
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21134	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21136	Cash - HIDTA Amistad Intell 2015	134.99	0.00	0.00	0.00	134.99
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21160	Cash - Southwest Border Prosecution Initiative	40,253.29	0.00	0.00	0.00	40,253.29
2666-6666-00-21191	Cash - Stonegarden 2014	6,123.88	0.00	0.00	0.00	6,123.88
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21298	Cash - West Gate	72,591.53	563,250.66	834,727.27	271,476.61	635,842.19
2666-6666-00-21300	Cash - Non Reportable Grants	13,126.70	2,810.86	13,317.58	10,506.72	15,937.56
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
		117,619.70	552,386.99	848,044.85	295,657.86	670,006.69
Total Fund: 2666 - Grants:						
Fund: 4121 - Val Verde County Auditors Special Account						
4121-1400-00-41000	Cash - County Auditor Special Account	10,188.38	0.49	63,494.49	63,494.00	10,188.87
		10,188.38	0.49	63,494.49	63,494.00	10,188.87
Total Fund: 4121 - Val Verde County Auditors Special Account:						
Fund: 4145 - Security Fees						
4145-1111-00-41080	Cash - Security Fee	126,557.55	1,491.48	1,551.48	60.00	128,049.03
		126,557.55	1,491.48	1,551.48	60.00	128,049.03
Total Fund: 4145 - Security Fees:						
Grand Totals:						
		13,491,531.74	-1,140,968.61	2,622,651.98	3,763,620.59	12,350,563.13

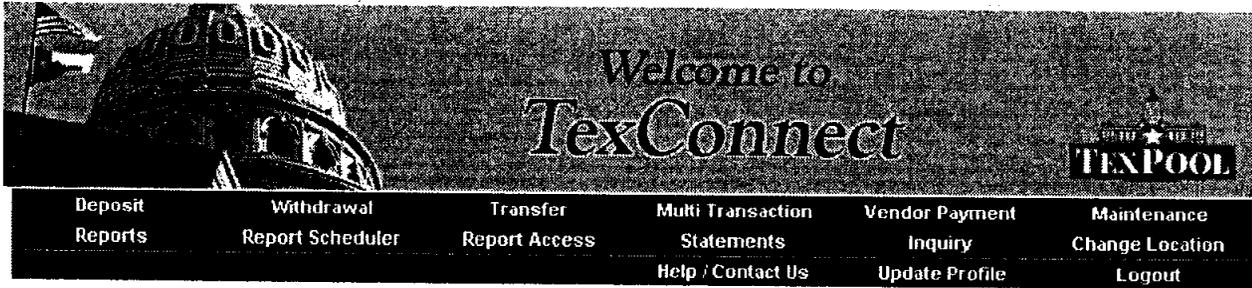
Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	4,830,064.73	-734,214.29	788,603.62	1,522,817.91	4,095,850.44
1133 - SL 179	165,634.97	6.35	6.35	0.00	165,641.32
1134 - Library Construction	1,921,030.33	-556,747.66	844.00	557,591.66	1,364,282.67
1166 - SF Pastures	43,980.43	1.69	1.69	0.00	43,982.12
1177 - Tax Note 2013	74,722.33	2.88	2.88	0.00	74,725.21
1178 - Tax Note 2016	2,214,793.17	-376,839.50	19,475.14	396,314.64	1,837,953.67
1222 - Balance Road & Bridge	541,031.17	-62,779.78	86,212.10	148,991.88	478,251.39
1333 - Interest & Sinking	3,101,550.59	24,651.12	24,651.12	0.00	3,126,201.71
1444 - Payroll Clearing County	329,645.66	11,778.05	788,534.64	776,756.59	341,423.71
1555 - Law Library	14,712.73	-706.43	1,229.62	1,936.05	14,006.30
2666 - Grants	117,619.70	552,386.99	848,044.85	295,657.86	670,006.69
4121 - Val Verde County Auditors Special	10,188.38	0.49	63,494.49	63,494.00	10,188.87
4145 - Security Fees	126,557.55	1,491.48	1,551.48	60.00	128,049.03
Grand Total:	13,491,531.74	-1,140,968.61	2,622,651.98	3,763,620.59	12,350,563.13

FUNDS FOR THE MONTH OF APRIL 2017	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	135,274.19	1,198.10	5.22	0.00	\$136,477.51
TAX COLLECTORS / VIT ESCROW ACCOUNT	357,495.92	6,568.36	50.27	192,067.34	\$172,047.21
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	608,096.47	1,265,023.82	169.50	1,232,346.99	\$640,942.80
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTION OF TAXES	324,685.43	1,103,163.17	17.96	957,892.53	\$469,974.03
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	25,847.32	105.00	1.00	0.00	\$25,953.32
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,599.24	302.83	0.64	0.00	\$16,902.71
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	33,630.34	2,000.00	1.35	0.00	\$35,631.69
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	380,756.47	6,367.00	132.44	1,254.36	\$386,001.55
COUNTY CLERK RECORD ARCHIVE FUND	312,418.00	5,862.00	109.21	0.00	\$318,389.21
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	45,849.21	0.00	0.00	33,928.79	\$11,920.42
JUSTICE OF THE PEACE PRECINCT #1	13,181.48	9,496.40	0.00	12,749.33	\$9,928.55
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	7,709.16	172.11	0.00	0.00	\$7,881.27
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	8,674.97	0.00	0.00	68.53	\$8,606.44
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	20,845.56	15,081.70	0.00	20,832.25	\$15,095.01
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	6,768.44	387.31	0.00	0.00	\$7,155.75
JUSTICE OF THE PEACE PRECINCT #3	41,626.56	20,762.55	0.00	26,221.42	\$36,167.69
CONSTABLE PRECINCT #3 TLEOS	1,974.10	682.59	0.00	0.00	\$2,656.69
JUSTICE OF THE PEACE PRECINCT #4 TECHNOLOGY FUND	4,765.22	159.32	0.19	0.00	\$4,924.73
JUSTICE OF THE PEACE PRECINCT #4 DAILY ACTIVITY	11,094.83	7,320.29	0.30	10,787.78	\$7,627.64
DISTRICT CLERK- COURT COST ACCOUNT	288,457.03	25,621.04	0.00	15,286.10	\$298,791.97
DISTRICT CLERK- REGISTRY FUND	543,622.99	12,737.42	0.00	299,242.54	\$257,117.87
DISTRICT CLERK-RECORD ARCHIVE FUND	17,981.35	73.49	0.00	0.00	\$18,054.84
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	23,081.90	20.15	7.97	0.00	\$23,110.02
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	34,285.54	274.55	11.90	0.00	\$34,571.99
COURT AT LAW CONTRIBUTION ACCOUNT	520.74	0.00	0.00	0.00	\$520.74
FAMILY PROTECTION	33,079.55	120.44	11.45	0.00	\$33,211.44
BAIL SECURITY	38,314.73	0.00	13.23	0.00	\$38,327.96
COURT AT LAW TECHNOLOGY FUND	65.67	32.00	0.03	0.00	\$97.70
WELFARE FUND - COUNTY JUDGE	24,021.24	600.00	8.28	486.33	\$24,143.19
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	734.85	0.00	0.00	58.74	\$676.11
TOTAL					\$3,179,522.16

*****HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN*****

SHOWING BALANCE FROM PREVIOUS MONTH



Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for April	0.7121%
Average Monthly Dividend Factor for April	0.000019510
Information as of	May 2, 2017
Daily Net Yield	0.7438%
Dividend Factor	0.000020379
7 Day Net Yield	0.74%
Daily Assets	\$18,167,240,209.52
Weighted Average Maturity	41 days
Weighted Average Life	107 days
NAV	1.00008

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	11/30/16	11/30/16	\$1.00	\$0.30		\$1,116.39
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.32		\$1,116.71
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.59		\$1,117.30
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.56		\$1,117.86
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.62		\$1,118.48
MONTHLY INTEREST	04/30/17	04/30/17	\$1.00	\$0.60		\$1,119.08
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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	11/30/16	11/30/16	\$1.00	\$0.30		\$1,250.34
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.48		\$1,250.82
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.62		\$1,251.44
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.56		\$1,252.00
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.62		\$1,252.62
MONTHLY INTEREST	04/30/17	04/30/17	\$1.00	\$0.65		\$1,253.27
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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	11/30/16	11/30/16	\$1.00	\$0.30		\$805.43
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.31		\$805.74
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.31		\$806.05
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.28		\$806.33
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.32		\$806.65
MONTHLY INTEREST	04/30/17	04/30/17	\$1.00	\$0.57		\$807.22
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

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	11/30/16	11/30/16	\$1.00	\$1.41		\$4,150.70
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$1.63		\$4,152.33
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$1.83		\$4,154.16
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$1.68		\$4,155.84
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$2.26		\$4,158.10
MONTHLY INTEREST	04/30/17	04/30/17	\$1.00	\$2.40		\$4,160.50
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

VAL VERDE COUNTY
INTEREST INCOME

FISCAL YEAR ENDING SEPTEMBER 30, 2017

ACCOUNT INFORMATION		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
GENE RAL FUND	CHECKING													-
	MONEY MARKET													-
	H.O.T. FND 1111-1111-00-11060	0.95	1.00	0.95	1.00	0.96	1.15	1.00						7.01
	WESTEXAN 1111-1111-00-11020	479.27	2,468.90	2,459.13	1,830.97	2,683.17	2,443.53	1,561.28						13,926.25
	CD'S													-
ROAD & BRIDG E FUND	2331000001	0.31	0.30	0.32	0.59	0.56	0.62	0.60						3.30
	1111-1111-00-11030													
	2331000002	0.31	0.30	0.48	0.62	0.56	0.62	0.65						3.54
	1111-1111-00-11040													
	CHECKING													-
SINKI NG FUND	2331000004	0.31	0.30	0.31	0.31	0.28	0.32	0.57						2.40
	1222-2222-00-11140													
	CHECKING	12.68	18.23	17.68	15.36	19.40	22.74	19.33						125.42
	1222-2222-00-11130													
AYROL LAW LIBRA RY	MONEY MARKET	73.80	76.37	78.94	78.97	71.35	84.13	71.41						534.97
	1333-3333-00-11071													
	CHECKING	1.80	2.12	1.86	2.12	1.80	2.00	1.80						13.50
	1333-3333-00-11070													
	CD'S													-
	1333-3333-00-11200													
AYROL LAW LIBRA RY	2331000004	1.24	1.41	1.63	1.83	1.68	2.26	2.40						12.45
	1333-3333-00-11090													
	CHECKING	76.82	96.11	105.65	109.50	86.33	100.96	86.98						662.35
	1333-3333-00-11080													
AYROL LAW LIBRA RY	CHECKING	71.38	108.30	129.28	134.27	144.74	152.28	169.19						909.44
	1444-4444-00-11110													
	CHECKING													-
	1555-1111-00-11170	1.06	1.08	0.93	0.74	0.66	0.67	0.56						5.70



#49

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: May 3, 2017
Subject: **AGENDA ITEMS FOR MAY 2017**

Listed below are several personnel matters which need to be part of the upcoming May agenda for HR reporting period from April 6, 2017 through May 3, 2017.

- A. Beatriz Munoz, Tax Assessor/Collector requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Regina Paine, Part-Time Voter Registration Clerk, effective March 31, 2017. Ms. Paine resigned.
- B. Beatriz Munoz, Tax Assessor/Collector requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Alexander Deleon, Deputy Clerk with an annual salary of \$21,450.00 effective March 17, 2017. Mr. Deleon is replacing Sylvia Guzman who was terminated.
- C. Ana Smith, County Attorney, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Jason Jorgens, 2nd Assistant County Attorney with an annual salary of \$63,987.50 effective April 17, 2017. Mr. Jorgens is replacing Sydni Connell who resigned.
- D. Lewis Owens, Commissioner Pct. 2 Parks & Bldg. Maintenance, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Juan Quiroz, Maintenance Worker with an annual salary of \$21,450.00 effective April 24, 2017. Mr. Quiroz is replacing Miguel Cedillo who resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Elida Hurt, Criminal Investigator effective April 28, 2017. Ms. Hurt resigned.
- F. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Yolanda Trevino, who has been promoted to Patrol Deputy, with an annual salary of \$34,000.00 effective April 10, 2017. Ms. Trevino is replacing Demetrio Martinez who was terminated.
- G. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Crystal Tanguma, who has been promoted to Criminal Investigator, with an annual salary of \$37,012.50 effective May 1, 2017. Ms. Tanguma is replacing Elida Hurt who resigned.
- H. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Robert Castillo, Telecommunicator, with an annual salary of \$24,000.00 effective May 8, 2017. Mr. Castillo is replacing Deborah Draper who resigned.