



COMMISSIONER'S COURT MINUTES
APRIL 27TH REGULAR TERM, A.D. 2021

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

BE IT REMEMBERED that on this the 27th day of April A.D. 2021 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: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, 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. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-252	N	F		Motion to approve		O,W,V,N,F		
				4/13/21 minutes.				

5. Citizens' Comments.

1) NONE

2) _____

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

MOTION KEY:

JUDGE OWENS= O
 COMM WARDLAW=W
 COMM VAZQUEZ=V
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

☒ COUNTY JUDGE

YR Judge's Staff

TG 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

ZOOM TAX COLLECTOR

_____ RISK MGMT

_____ FIRE DEPT

☒ EMERGENCY MGMT

JP #1 Constable #1

JP #2 Constable #2

JP #3 Constable #3

JP #4 Constable #4

_____ OTHER _____

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

6. Approving subdivision plats.

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

7. Approving certificates of compliance.

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

8. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-253	N	F		Motion to approve as presented.		O,W,V,N,F		

9. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-254	N	F		Motion to approve as presented				
			N	and set aside up to \$16,000.00 for pending UMC bills.	V	O,W,V,N,F		

10. Presentation of Resolution & Plaque to Rowland Garza for the outstanding Public Service during the COVID-19 Pandemic, Winter Storm URI, Fire Responses and Border Crisis of Immigrants.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-255	W	N		Motion to approve as read by Tom Garcia, Administrative Assistant.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

11. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-256	N	F		Motion to Approve as presented.		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

12. Discussion and possible action on submission – Comprehensive Annual Financial Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-257	F	V		Motion to Table.		O,W,V,N,F		

13. Budget adjustment from available appropriations:

A. Weather Emergency - \$9,165.08

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-258	N	F		Motion to approve and pay out of contingency.		O,W,V,N,F		

B. Sheriff – Doctors and Medications - \$2,170.34

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-259	N	F		Motion to approve and pay out of contingency.		O,W,V,N,F		

C. Tax Office-\$3,500 for Travel and Training

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-260	N	F		Motion to approve out of Tax office operating line item.		O,W,V,N,F		

D. Sheriff's Office - \$35,000.00 from Auto line item to Operating line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-261	N	F		Motion to approve as presented.		O,W,V,N,F		

14. Certification of Revenue:

A. COVID-19 Funding – City - \$23,630.55

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-262	N	F		Motion to certify revenue as presented.		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

Aaron D. Rodriguez, County Treasurer**15. Treasurer's Report.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-263	N	V		Motion to approve as presented.		O,W,V,N,F		

Lewis G. Owens Jr., County Judge**16. Discussing matters relating to COVID-19.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report and discussion only. No action.				

17. Discussion on immigrants.

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

18. Discussion and possible action regarding a Declaration of Local State of Disaster.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-264	N	F		Motion to Table and work with the				
			N	Sheriff and County Attorney on the Declaration.	F	O,W,V,N,F		

19. Education foundation event at the fairgrounds, 4H Barn. Event will be held on September 18th.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-265	N	V		Motion to Approve		O,W,V,N,F		

20. Appoint one Elected Official and one Administrative Assistant to work on a MOU to address a plan for emergencies.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-266	N	F		Motion to appoint County Judge &		O,W,V,N,F		
				Tom Garcia to work on MOU.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

21. Discussion and possible action on the \$936,000.00 that was set aside for Fairgrounds from insurance money.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-267	N	W		Motion to set aside \$20,000.00 from		O,W,V,N,F		
				insurance monies for water and electrical				
				to portable buildings at the fairgrounds.				
21-268	W	V		Motion to authorize the Judge to submit		O,W,V,N,F		
				Purchase Orders for the Fairgrounds				
				project.				

22. Approval of Draft Agreement from the Texas Water Development Board (TWDB) for Flood Infrastructure Fund Category 4 Project 40062, provide closing date and authorize County Judge to execute all items thereto.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-269	N	F		Motion to approve as presented.		O,W,V,N,F		

23. Approval of Draw #22 under SHC Contract #7217013 in the amount of \$61,252.04 and authorize County Judge and County Auditor to sign Draw #22 and the Public Services Draw Checklist.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-270	N	F		Motion to approve as presented.		O,W,V,N,F		

Robert “Beau” Nettleton, County Commissioner Pct. 3

24. Discussion and possible action of approval of resolution for HB 4636 relating to creation of the Val Verde Groundwater Conservation District.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-271	N	F		Motion to pass Resolution opposing		O,W,V,N,F		
				HB 4636 and send immediately to the				
				Legislature (House) for hearing.				

Juan C. Vazquez, Commissioner Pct. 2

25. Approving to request and issue a credit card for new Pct. 2 foreman Jose G. Rios and new heavy equipment Guadalupe Puente.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-272	V	N		Motion to approve as presented.		O,W,V,N,F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

26. Accepting reimbursement of \$1,000.00 from South Texas Food Bank to reimburse Commissioner Vazquez for fuel for reefers. Reimbursement amount is to be placed back to Precinct 2 Operating budget.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-273	W	N		Motion to approve as presented.		O,W,V,N,F		

Adrian Bitela, County Veterans Service Officer

27. Requesting funds for a Luncheon Meeting for 15 people, taking place May 25, 2021 at 12 noon at the Texas Community Bank's Conference room. The cost for the food is \$122.40, catered from Rudy's BBQ.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation Only—no action taken.				

Generosa G. Ramon, County Clerk

28. Adopting Resolution requesting HAVA funding with the Texas Secretary of State, designation of a single point of contact for communicating and submitting reports to the Office of the Secretary of State and authorize the Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-274	N	F		Motion to approve as presented.		O,W,V,N,F		

Guillermo Sanchez, County Purchasing Agent

29. Award Bid 21-05 Material for Metal Roofing to Royal Metal Building Components in the amount of \$123,878.00 to be paid out of Site 11.1 Fairgrounds Projects budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-275	N	V		Motion to approve as presented.		O,W,V,N,F		

Edgar Perez, County Fairgrounds Manager

30. Discussion on new arch at Fairgrounds entrance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-276	N	W		Motion to approve a new arch for the		O,W,V,N,F		
				Fairground's entrance and move				
				current one to the grandstand.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

31. Discussion and possible action for Moto X-Treme Circus to host event in the large arena on August 20th & 21st, 2021.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-277	N	V		Motion to approve as presented.		O,W,V,N,F		

Carlos Velarde, County Engineer

32. Discussion and possible action on County to set up standards and specifications for new driveways on Frontera Road and other county roads.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-278	N	F		Motion to adopt specifications for		O,W,V,N,F		
				Frontera Road as presented by the				
				the County Engineer.				

Joe Frank Martinez, County Sheriff

33. Authorizing Sheriff Joe Frank Martinez to sign a Local Law Enforcement MOU between the Val Verde Sheriff's Office and Comstock Independent School District Region 15 ESC.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-279	N	V		Motion to approve as presented.		O,W,V,N,F		

Jerry Rust, County Fire Chief

34. Approving a Burn Ban for three months due to extreme dry conditions in the county.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-280	F	W		Motion to approve as presented.		O,W,V,N,F		

Juanita Barrera, Human Resources

35. Approving Human Resources report from March 30, 2021 through April 29, 2021.

- A. Juan C. Vazquez, Commissioner Pct. 2, requesting to stop the distribution of checks to Sonny Faz, Foreman, effective April 19, 2021. Mr. Faz has resigned.
- B. Juan C. Vazquez, Commissioner Pct. 2, requesting the issuance of checks to Jose Rios, Foreman, with a salary of \$46,675.20 effective April 20, 2021. Mr. Rios has been promoted, replacing Sonny Faz who resigned.

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

- C. Juan C. Vazquez, Commissioner Pct. 2, requesting the issuance of checks to Guadalupe Puente, Heavy Equipment Operator, with a salary of \$33,000.00 effective April 26, 2021. Mr. Puente is replacing Jose Rios who was promoted.
- D. Edgar Perez, Facilities Manager, requesting to stop the distribution of checks to Guadalupe Puente, Temp. Light Equipment Operator., effective April 26, 2021. Mr. Puente has transferred to Pct. 2.
- E. Generosa Ramon, County Clerk, requesting the issuance of checks to Esmeralda Mendoza, Deputy Clerk I, with a salary of \$24,550.00 effective April 30, 2021. Ms. Mendoza is replacing Beatris Vela who was terminated.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-281	N	V		Motion to approve as presented.		O,W,V,N,F		

David E. Martinez, County Attorney

36. Closed session consultation pursuant to Texas Government Code:

- A. §551.071(2), attorney/client privilege.
- B. §551.071(1)(A), contemplated litigation.

EXECUTIVE SESSION: §551.071(1) (A) ✓ §551.071(1) (A) ✓ §551.071(2) §551.071(1) (B) 551.072

OTHER _____ BEGAN @ 9:31 AM ENDED @ 11:06 am BREAK @ _____

RESUMED @ _____ ACTION AFTER EX: _____

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in a closed 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.

- 37. Commissioners’ comments.None
- 38. County Judge’s comments. None
- 39. Adjourn. 11:04 a.m.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County Judge’s Office at 830-774-7501 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

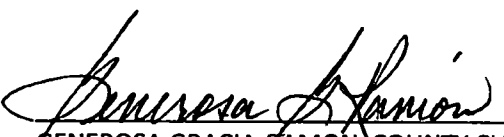
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The foregoing, recorded in Volume 59, pages 361-492, inclusive, was on this the 25th day of MAY A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,


LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

ATTEST:


GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS



MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ=V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.
County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

Live Feed Link- <http://valverdecountry.texas.gov/>

Social distancing and face masks required

April 27, 2021 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.
5. Citizens' Comments.

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

6. Approving subdivision plats.
7. Approving certificates of compliance.
8. Approving monthly reports from elected officials.
9. Approving bills for payment.
10. Presentation of Resolution & Plaque to Rowland Garza for the outstanding Public Service during the COVID-19 Pandemic, Winter Storm URI, Fire Responses and Border Crisis of Immigrants.

Matthew S. Weingardt, County Auditor

11. Auditor's Report.
12. Discussion and possible action on submission – Comprehensive Annual Financial Report.
13. Budget adjustment from available appropriations:
 - A. Weather Emergency - \$9,165.08
 - B. Sheriff – Doctors and Medications - \$2,170.34
 - C. Tax Office-\$3,500 for Travel and Training
 - D. Sheriff's Office - \$35,000.00 from Auto line item to Operating line item.
14. Certification of Revenue:
 - A. COVID-19 Funding – City - \$23,630.55

400 Pecan Street • Del Rio, TX 78840

Aaron D. Rodriguez, County Treasurer

15. Treasurer's Report.

Lewis G. Owens Jr., County Judge

16. Discussing matters relating to COVID-19.

17. Discussion on immigrants.

18. Discussion and possible action regarding a Declaration of Local State of Disaster.

19. Education foundation event at the fairgrounds, 4H Barn. Event will be held on September 18th.

20. Appoint one Elected Official and one Administrative Assistant to work on a MOU to address a plan for emergencies.

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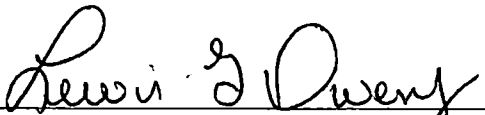
37. Commissioners' comments.

38. County Judge's comments.

39. Adjourn.

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County Judge's Office at 830-774-7501 at least two (02) business days prior to the meeting so that appropriate arrangements can be made.

The next Regular Commissioners Court Meeting will be May 11, 2021 @ 9:00 a.m.
Agenda Items are due Thursday, May 6, 2021 @ 12:00 noon.


Lewis G. Owens Jr., County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON APRIL 23, 2021: AT 4:16 AM/PM.**

2021 APR 23 P 4:16
VAL VERDE COUNTY
BY  DEPUTY

FILED

400 Pecan Street • Del Rio, TX 78840

RESOLUTION
In Appreciation for Outstanding Public Service During the
Covid-19 Pandemic, Winter Storm URI, Fire Response &
Border Crisis of Immigrants
by

ROWLAND GARZA

WHEREAS, Val Verde County has been fortunate to have a dedicated staff member as Rowland Garza, Emergency Manager, committed to the mission and wellbeing of the County; and

WHEREAS, Rowland Garza, has served Val Verde County for the past 6 years and has devoted himself to help our community during the crisis we have encountered by staying strong and committed to serve his Community.

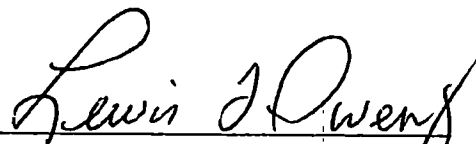
WHEREAS, Rowland Garza, has played a major role in his untiring commitment during the Covid-19 Pandemic, the Winter Storm URI, the continuous outbreaks of fires within our community, and his involvement with the border Crisis of immigrants. His dedication to helping our citizens stay safe and informed is to be recognized.

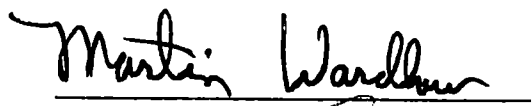
WHEREAS, Rowland Garza, has been a consistent source of advice, encouragement and support to the citizens throughout his employment with Val Verde County; and

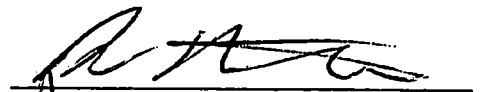
WHEREAS, Rowland Garza's, unwavering willingness and ability to understand and respond to the concerns of Val Verde County, has made a substantial contribution to the betterment of the County.

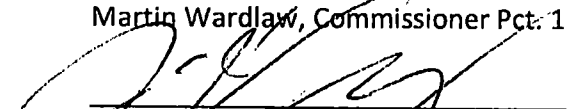
NOW THEREFORE BE IT RESOLVED, that the Val Verde County Commissioners express their deepest appreciation for the outstanding work, contribution and dedication made by Rowland Garza for the betterment of our community in the last year by ensuring our citizens are protected and informed.

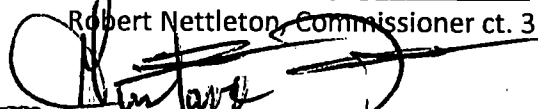
Be it further resolved that a copy of this resolution will be entered permanently into the minutes of the Val Verde County Commissioners Court, signed on this 27th Day of April, 2021.


Lewis G. Owens Jr., County Judge

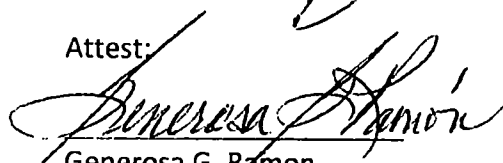

Martin Wardlaw, Commissioner Pct. 1

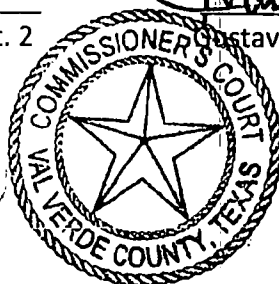

Robert Nettleton, Commissioner ct. 3


Juan C. Vazquez, Commissioner Pct. 2


Gustavo Flores, Commissioner Pct. 4

Attest:


Generosa G. Ramon,
County Clerk.





Fund Balance Report

As Of 04/23/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1111 - General Fund	5,680,372.11	19,433,537.52	11,529,600.62	13,584,309.01
1133 - SL 179	76,049.16	3.79	0.00	76,052.95
1134 - Library Construction	169,618.32	0.00	11,433.00	158,185.32
1177 - Tax Note 2013	4,359.07	0.10	4,359.07	0.10
1178 - Tax Note 2016	263,812.66	11.24	183,281.06	80,542.84
1222 - Balance Road & Bridge	-75,743.42	1,689,151.75	1,343,406.70	270,001.63
1333 - Interest & Sinking	312,675.36	1,054,867.62	719,493.92	648,049.06
1444 - Payroll Clearing County	539,482.86	7,343,375.57	6,747,442.01	1,135,416.42
1701 - Technology Fund - JP #1	14,678.58	866.10	0.00	15,544.68
1702 - Technology Fund - JP #2	12,063.03	1,559.57	250.00	13,372.60
1703 - Technology Fund - JP #3	12,638.09	265.41	0.00	12,903.50
1704 - Technology Fund - JP #4	6,070.13	526.14	0.00	6,596.27
1705 - Hot Check - County Attorney	23,439.66	143.55	0.00	23,583.21
1706 - Pre Trial County Attorney	139,074.82	12,329.90	2,717.22	148,687.50
1707 - Technology Fund - County n District Clerk	454.35	368.99	0.00	823.34
1708 - Records Archive - County Clerk	140,280.29	50,948.74	4,698.02	186,531.01
1709 - Management & Preservation - County Clerk	66,416.60	52,382.62	4,723.07	114,076.15
1710 - Open - County	0.00	0.00	0.00	0.00
1711 - Management & Preservation - County	29,981.49	1,940.88	4,625.00	27,297.37
1712 - State Forfeiture - DA	76,023.33	71.47	4,538.70	71,556.10
1713 - Pretrial - DA	43,109.32	98.20	0.00	43,207.52
1714 - Court Records Preservation - County	10,883.16	2,437.59	0.00	13,320.75
1715 - Management & Preservation - District Clerk	25,913.30	1,428.21	0.00	27,341.51
1716 - Records Archive - District Clerk	35,229.27	2,275.31	0.00	37,504.58
1717 - State Forfeiture - Sheriff	5,943.68	13.54	0.00	5,957.22
1718 - DOJ Forfeiture - Sheriff	16,997.51	36.91	900.00	16,134.42
1719 - DOT Forfeiture - Sheriff	4,745.49	10.81	600.00	4,156.30
1720 - LEOSE - Sheriff	10,193.34	3,228.02	0.00	13,421.36
1721 - Chapter 19 - Tax Assessor	2.11	0.00	0.00	2.11
1722 - Motor VIT - Tax Assessor	6,767.14	22,953.56	0.00	29,720.70
1723 - Vehicle Fee Fund - Tax Assessor	0.00	0.00	0.00	0.00
1724 - Court Reporter	28,666.48	4,861.72	12,616.00	20,912.20
1725 - Court House Security Fund	27,391.56	10,133.23	180.00	37,344.79
1726 - JP Court House Security Fund	5,095.35	1,065.76	526.00	5,635.11
1727 - Law Library	-8,503.57	21,445.31	18,217.78	-5,276.04
1728 - Jury Fund	5,210.39	9,351.92	329.00	14,233.31
1729 - Election Fund	1.45	0.00	0.00	1.45
1730 - Family Protection Fund	7,090.57	1,571.42	0.00	8,661.99
1731 - Settlements - District Attorney	95,239.18	216.96	0.00	95,456.14
1732 - DWI Program Fund	32,311.42	7,766.50	3,820.61	36,257.31
1733 - LEOSE - Constable #3	4,609.90	653.15	0.00	5,263.05
1734 - HOT Fund	76,141.51	35,781.49	14,117.76	97,805.24
1735 - HOT Fund (City)	175,513.46	45,545.00	0.00	221,058.46
1736 - 2019 Certificate of Obligation	5,713.58	12.50	1,050.00	4,676.08
1801 - Settlement Fund - Sheriff	4,705.92	10.60	0.00	4,716.52
1802 - Ammo Fund - Sheriff	0.00	0.00	0.00	0.00
1803 - Tower Lease - Sheriff	6,970.27	1,818.08	0.00	8,788.35
1804 - Reserves Fund - Sheriff	-75.59	-0.18	0.00	-75.77
1805 - San Felipe Pastures Fund	30,282.99	68.24	0.00	30,351.23
1806 - Financial Integrity Fund	50,585.09	114.00	0.00	50,699.09
1807 - Fire Reserves Fund	15,402.87	28.73	5,829.00	9,602.60
1808 - USDA Pens Improvements	74,087.65	19,782.73	0.00	93,870.38
1809 - 2019 Revenue Note	21,338.44	48.09	0.00	21,386.53
1810 - County Administration Building	35,974.18	49.76	23,254.47	12,769.47

Fund Balance Report**As Of 04/23/2021**

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1811 - Employee Wellnes	2,800.35	4,146.31	0 00	6,946 66
1812 - County Projects	2,334,930.24	605,154 43	416,085 85	2,523,998 82
1813 - Southwest Broder Prosecution	26,362.47	59 41	0 00	26,421 88
1814 - Frontera Road Project	0.00	0 00	0 00	0 00
1815 - Technology Fund	400,000.00	901 40	0.00	400,901.40
1900 - Capital Project - 2021 Tax Note	0.00	3,965,000 00	65,000 00	3,900,000 00
Report Total:	11,109,376.97	34,410,419.67	21,123,094.86	24,396,701.78



Val Verde County, TX

Expense Approval Report
By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0001 - Hail Damage					
Royal Metal	7050067	03/29/2021	Frgrnds Proj - Material	1812-0001-30-18111	6,799.68
Royal Metal	7050067	03/29/2021	Frgrnds Proj - Material	1812-0001-30-18111	163.00
Royal Metal	7050120	03/30/2021	Frgrnds Proj - Material	1812-0001-30-18111	524.85
Del Rio Welders Equip	D678164	04/01/2021	Frgrnds Proj - Material	1812-0001-30-18111	8.00
Del Rio Welders Equip.	D678440	04/12/2021	Frgrnds Proj - Material	1812-0001-30-18111	27.00
Del Rio Welders Equip.	D678536	04/13/2021	Frgrnds Proj - Material	1812-0001-30-18111	168.00
Royal Metal	7050386	04/14/2021	Frgrnds Proj - Material	1812-0001-30-18111	104.97
Department 0001 - Hail Damage Total:					8,314.15
Department: 1040 - 1040					
Ferguson Waterworks	1109971	03/30/2021	Pct 1 - ICDBG 7218075 - Pipe	2666-1040-34-26450	294.15
Core & Main LP	N973119	04/01/2021	Pct 1 - ICDBG 7218075 - Joint	2666-1040-34-26450	14,347.28
Department 1040 - 1040 Total:					14,641.43
Department: 1075 - .					
Emma Arnesen	04/01/2021	04/01/2021	DA - BPU - Mileage	2666-1075-31-26100	174.72
Dell Marketing L.P	10479601971	04/12/2021	DA - BPU - Computer	2666-1075-31-26170	1,340.00
Department 1075 - . Total:					1,514.72
Department: 1081 - .					
Rio Grande Electric Inc	103177500-VAG	04/19/2021	Vet - VAG - Utilities	2666-1081-35-26279	789.32
Department 1081 - . Total:					789.32
Department: 1083 - .					
Recovery Healthcare Corpora	9509301	03/31/2021	DWI - Monitors	2666-1083-31-26170	18.00
#1 A Lifesaver of Texas Interloc	0007	04/14/2021	DWI - Monitoring Services	2666-1083-31-26170	1,300.00
Sandra Hernandez	64	04/16/2021	DWI - Education Specialist	2666-1083-31-26170	954.95
Luis F Arroyo	14-2020	04/19/2021	DWI - Compliance Officer	2666-1083-31-26170	977.50
Mayra C Quicksall	14-2020	04/20/2021	DWI - Compliance Officer	2666-1083-31-26170	1,495.00
Kristela Ramirez	2020-14	04/20/2021	DWI - Compliance Officer	2666-1083-31-26170	690.00
Department 1083 - . Total:					5,435.45
Department: 1111 - General Fund					
Dell Marketing L.P	10476695286	03/30/2021	IT - CAB - Mobile Adapter	1810-1111-30-16402	125.00
Thomson Reuter - West	844184108	04/04/2021	83rd - Law Lib	1727-1111-31-16000	2,230.00
Brookes Blossoming Hope for	04/14/2021	04/14/2021	HOT - In Kind Allocation	1734-1111-36-16000	5,000.00
Coastline Rail Engineering, LL	013	04/19/2021	Frontera Rd - Proj Mgt Srv	1178-1111-34-16006	1,661.00
Department 1111 - General Fund Total:					9,021.00
Department: 1200 - County Judge					
Quill Corporation	15722351	03/31/2021	Co Judge - Office	1111-1200-30-16000	15.99
Xerox	013033116	04/01/2021	Co Judge - Prints	1111-1200-30-16000	20.07
Xerox	013033116	04/01/2021	Co Judge - Copier	1111-1200-30-16425	31.71
Quill Corporation	15754346	04/01/2021	Co Judge - Office	1111-1200-30-16000	14.90
Quill Corporation	15754346	04/01/2021	Co Judge - Office	1111-1200-30-16000	33.90
Quill Corporation	15754346	04/01/2021	Co Judge - Office	1111-1200-30-16000	3.82
DialTone Services L.P.	210904011	04/02/2021	EM - Satellite Service	1111-1200-30-16420	56.91
Department 1200 - County Judge Total:					177.30
Department: 1201 - County Clerk					
Fedex	7-318-07352	03/25/2021	Co Clerk - Transport Charge	1111-1201-30-16000	95.27
Fedex	7-333-15873	04/08/2021	Co Clerk - Transport Charge	1111-1201-30-16000	26.83
Walmart	01116-1	04/19/2021	Co Clerk - Supplies	1111-1201-30-16000	101.42
Department 1201 - County Clerk Total:					223.52
Department: 1203 - Veteran's Office					
DS Waters of America Inc	11089708040821-13	04/08/2021	Vet - Water	1111-1203-30-16000	47.88

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Emilio Ruiz	425036	04/09/2021	Vet - Car Wash	1111-1203-30-76370	65.00
Department 1203 - Veteran's Office Total:					112.88
Department: 1204 - 63rd District Court					
Xerox	013033125	04/01/2021	63rd - Prints	1111-1204-31-16000	91.43
Xerox	013033125	04/01/2021	63rd - Copier	1111-1204-31-16475	181.55
DS Waters of America Inc	11089708040821-8	04/08/2021	63rd - Water	1111-1204-31-16000	21.97
Texas Correctional Industries	01480952	04/16/2021	63rd - Chair	1111-1204-40-16400	680.00
Department 1204 - 63rd District Court Total:					974.95
Department: 1205 - District Clerk					
Purchase Power	03/17/2021	03/17/2021	Dist Clerk - Postage	1111-1205-31-16000	578.77
Xerox	013033104	04/01/2021	Dist Clerk - Prints	1111-1205-31-16000	9.58
Xerox	013033104	04/01/2021	Dist Clerk - Copier	1111-1205-31-16415	285.84
Xerox	013033120	04/01/2021	Dist Clerk - Prints	1111-1205-31-16000	18.38
Xerox	013033120	04/01/2021	Dist Clerk - Copier	1111-1205-31-16415	224.66
Xerox	013033121	04/01/2021	Dist Clerk - Prints	1111-1205-31-16000	33.09
Xerox	013033121	04/01/2021	Dist Clerk - Copier	1111-1205-31-16415	173.89
DS Waters of America Inc	11089708040821-1	04/08/2021	Dist Clerk - Water	1111-1205-31-16000	20.99
Department 1205 - District Clerk Total:					1,345.20
Department: 1207 - JP#2					
Xerox	013033118	04/01/2021	JP 2 - Copier	1111-1207-31-16415	173.89
Dell Marketing L P	10477902800	04/05/2021	JP 2 - Mobile Adapter	1702-1207-31-16000	250.00
DS Waters of America Inc	11089708040821-5	04/08/2021	JP 2 - Water	1111-1207-31-16000	52.97
Department 1207 - JP#2 Total:					476.86
Department: 1209 - JP#4					
Quill Corporation	15721475	03/31/2021	JP 4 - Office	1111-1209-31-16000	107.99
Quill Corporation	15721475	03/31/2021	JP 4 - Office	1111-1209-31-16000	95.39
Quill Corporation	15721475	03/31/2021	JP 4 - Office	1111-1209-31-16000	95.39
Quill Corporation	15721475	03/31/2021	JP 4 - Office	1111-1209-31-16000	18.52
Quill Corporation	15721475	03/31/2021	JP 4 - Office	1111-1209-31-16000	112.19
Dell Marketing L P	10478002480	04/06/2021	JP 4 - Adapter	1111-1209-31-16000	125.00
Milda Lopez	04/14/2021	04/14/2021	JP 4 - Mileage	1111-1209-31-16200	30.63
Department 1209 - JP#4 Total:					585.11
Department: 1210 - County Court at Law					
Dell Marketing L P	10477448134	04/02/2021	CCL - Webcam	1111-1210-31-16000	54.11
DS Waters of America Inc	11089708040821-14	04/08/2021	CCL - Water	1111-1210-31-16000	2.99
Department 1210 - County Court at Law Total:					57.10
Department: 1211 - County Attorney					
IDCAA	181737	03/22/2021	Co Atty - Reg Fees	1111-1211-31-16200	350.00
Quill Corporation	15637275	03/29/2021	Co Atty - Pre Trial - Office	1706-1211-31-16000	397.71
Quill Corporation	15651717	03/29/2021	Co Atty - Pre Trial - Office	1706-1211-31-16000	265.14
Quill Corporation	15651717	03/29/2021	Co Atty - Pre Trial - Office	1706-1211-31-16000	40.72
Quill Corporation	15651717	03/29/2021	Co Atty - Pre Trial - Office	1706-1211-31-16000	61.17
Quill Corporation	15651717	03/29/2021	Co Atty - Pre Trial - Office	1706-1211-31-16000	73.92
DS Waters of America Inc	11089708040821-7	04/08/2021	Co Atty - Water	1111-1211-31-16000	8.99
Department 1211 - County Attorney Total:					1,197.65
Department: 1212 - County Auditor					
Quill Corporation	15657730	03/29/2021	Auditor - Office	1111-1212-30-16000	129.18
DS Waters of America Inc	11089708040821	04/08/2021	Auditor - Water	1111-1212-30-16000	14.99
Cannon Graphics	18336	04/12/2021	Auditor - Envelopes	1111-1212-30-16000	249.46
Department 1212 - County Auditor Total:					393.63
Department: 1213 - County Treasurer					
DS Waters of America Inc	11089708040821-4	04/08/2021	Treas - Water	1111-1213-30-16000	14.99
Department 1213 - County Treasurer Total:					14.99
Department: 1214 - County Tax Collector					
Harris Local Government Solu	FACT00000015	01/28/2021	Tax - Code Reader	1111-1214-30-16000	170.25
Quill Corporation	15695541	03/31/2021	Tax - Office	1111-1214-30-16000	142.68
Xerox	01033108	04/01/2021	Tax - Copier	1111-1214-30-16415	231.83

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DS Waters of America Inc	11089708040821-2	04/08/2021	Tax - Water	1111-1214-30-16000	40 97
Department 1214 - County Tax Collector Total:					585.73
Department: 1215 - IT Department					
Brown Automotive Center	328562	04/16/2021	IT - Inspection	1111-1215-30-17061	7 00
Val Verde County Tax A/C - Aut	4H49YBYUW8A3V	04/16/2021	IT - Inspection	1111-1215-30-17061	7 50
Department 1215 - IT Department Total:					14.50
Department: 1217 - County Agent					
DS Waters of America Inc	11089708040821-12	04/08/2021	Co Agent - Water	1111-1217-30-16000	12 98
Department 1217 - County Agent Total:					12.98
Department: 1218 - Library					
Amazon com LLC	1N1R-9VM4-1CPX	03/16/2021	Lib - Credit Memo	1111-1218-36-16680	3 15
Amazon com LLC	1FH6-PKW9-9VKL	03/18/2021	Lib - Books	1111-1218-36-16680	18 50
Amazon com LLC	1FH6-PKW9-9VKL	03/18/2021	Lib - Books	1111-1218-36-16680	16 48
Amazon com LLC	1FH6-PKW9-9VKL	03/18/2021	Lib - Books	1111-1218-36-16680	14 99
Amazon com LLC	1FH6-PKW9-9VKL	03/18/2021	Lib - Books	1111-1218-36-16680	11 12
Quill Corporation	15720292	03/31/2021	Lib - Office	1111-1218-36-16979	18 69
Quill Corporation	15732348	04/01/2021	Lib - Office	1111-1218-36-16979	42 14
Midwest Tape, LLC	500249118	04/01/2021	Lib - DVD's	1111-1218-36-16680	20 24
Oriental Trading Company	709005801-02	04/01/2021	Lib - Supplies	1111-1218-36-16979	152 91
Oriental Trading Company	709005801-02	04/01/2021	Lib - Supplies	1111-1218-36-16979	71 91
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	17 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	5 79
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	6 49
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	6 87
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	59 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	15 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	16 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	16 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	5 57
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	19 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	9 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	44 19
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	9 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	9 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	7 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	8 49
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	12 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	6 99
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	11 17
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	12 49
Oriental Trading Company	709005874-01	04/01/2021	Lib - Supplies	1111-1218-36-16979	7 17
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	14 37
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	7 07
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	22 34
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	25 04
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	27 50
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	35 13
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	64 50
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	44 50
Early Childhood, LLC	P40295730101	04/03/2021	Lib - Supplies	1111-1218-36-16979	12 37
Early Childhood, LLC	P40297700101	04/03/2021	Lib - Supplies	1111-1218-36-16979	23 98
Early Childhood, LLC	P40297700101	04/03/2021	Lib - Supplies	1111-1218-36-16979	224 91
Early Childhood, LLC	P40297700101	04/03/2021	Lib - Supplies	1111-1218-36-16979	9 89
Early Childhood, LLC	P40297700101	04/03/2021	Lib - Supplies	1111-1218-36-16979	44 16
Early Childhood, LLC	P40297700101	04/03/2021	Lib - Supplies	1111-1218-36-16979	5 33
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	9 94
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	4 42

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	1 98
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	1 88
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	10 41
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	12 22
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	14 40
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	19 68
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	23 76
Walmart	01948	04/06/2021	Lib - Supplies	1111-1218-36-16979	39 64
Ingram Library Services	52301947	04/06/2021	Lib - Books	1111-1218-36-16680	17 41
Amistad Snack & Coffee Servi	6648	04/07/2021	Lib - Coffee	1111-1218-36-16000	56 00
Amistad Snack & Coffee Servi	6648	04/07/2021	Lib - Coffee	1111-1218-36-16000	25 00
Oriental Trading Company	709077635-01	04/07/2021	Lib - Supplies	1111-1218-36-16979	24 87
Oriental Trading Company	709077635-01	04/07/2021	Lib - Supplies	1111-1218-36-16979	249 95
Oriental Trading Company	709077635-01	04/07/2021	Lib - Supplies	1111-1218-36-16979	23 96
Oriental Trading Company	709077635-01	04/07/2021	Lib - Supplies	1111-1218-36-16979	11 38
Oriental Trading Company	709077635-02	04/07/2021	Lib - Supplies	1111-1218-36-16979	37 98
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	35 00
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	29 50
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	7 92
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	8 88
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	24 00
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	10 00
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	15 60
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	18 00
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	19 80
Raymond Geddes & Co	774564	04/07/2021	Lib - Supplies	1111-1218-36-16979	29 88
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	154 80
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	62 40
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	66 00
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	95 52
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	103 20
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	143 28
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	42 72
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	63 60
Raymond Geddes & Co	774565	04/07/2021	Lib - SRP Supplies	1111-1218-36-16979	24 15
Walmart	06925	04/08/2021	Lib - Supplies	1111-1218-36-16000	44 76
Walmart	06967-1	04/08/2021	Lib - Supplies	1111-1218-36-16000	29 84
DS Waters of America Inc	11089708040821-9	04/08/2021	Lib - Water	1111-1218-36-16000	124 97
Midwest Tape, LLC	500279552	04/08/2021	Lib - DVD's	1111-1218-36-16680	20 24
Ingram Library Services	52346362	04/08/2021	Lib - Books	1111-1218-36-16680	9 17
Toshiba Business Solutions	5420636	04/09/2021	Lib - Copier	1111-1218-36-16421	70 68
TFS Leasing	72107196	04/10/2021	Lib - Copier	1111-1218-36-16415	275 68
Ingram Library Services	52403366	04/13/2021	Lib - Books	1111-1218-36-16680	25 33
Walmart	05143	04/15/2021	Lib - Supplies	1111-1218-36-16979	0 67
Walmart	05143	04/15/2021	Lib - Supplies	1111-1218-36-16979	7 86
Walmart	05143	04/15/2021	Lib - Supplies	1111-1218-36-16979	5 97
Russell True Value	472909	04/15/2021	Lib - Supplies	1111-1218-36-16000	4 58

Department 1218 - Library Total: 3,386.08

Department: 1219 - Rural Fire & EMS

Brown Automotive Center	327639	03/15/2021	Fire - Unit Repairs	1111-1219-33-16000	334 36
DialTone Services, L.P	210904012	04/02/2021	Fire - Satellite Service	1111-1219-33-16000	28 45
Villarreal's Express Lube	06063	04/12/2021	Fire - Oil Change	1111-1219-33-16000	105 95
Pro Auto Supply	505082	04/12/2021	Fire - Parts	1111-1219-33-16000	113 97
Russell True Value	472855	04/13/2021	Fire - Supplies	1111-1219-33-16000	19 99
Pro Auto Supply	505175	04/13/2021	Fire - Parts	1111-1219-33-16000	7 16
Villarreal's Express Lube	06158	04/14/2021	Fire - Inspection	1111-1219-33-16000	7 00
Val Verde County Tax A/C- Aut	CMDAPCUYRCF30	04/14/2021	Fire - Inspection	1111-1219-33-16000	7 50
Russell True Value	472914	04/15/2021	Fire - Supplies	1111-1219-33-16000	7 99
Pro Auto Supply	505525	04/15/2021	Fire - Parts	1111-1219-33-16000	45 89

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pro Auto Supply	505704	04/16/2021	Fire - Parts	1111-1219-33-16000	165 05
				Department 1219 - Rural Fire & EMS Total:	843.31
Department: 1220 - Parks & Building Maintenance					
Pico Propane Operating	06687761	03/05/2021	BM - Fuel	1111-1220-37-16201	30 00
City of Del Rio	04-023000-01-03/24/2021	03/24/2021	BM - Utilities	1111-1220-37-16503	640 70
City of Del Rio	05-007500-00-03/25/2021	03/25/2021	BM - Utilities	1111-1220-37-16503	83 43
City of Del Rio	05-007550-00-03/25/2021	03/25/2021	BM - Utilities	1111-1220-37-16503	15 93
City of Del Rio	05-007600-00-03/25/2021	03/25/2021	BM - Utilities	1111-1220-37-16503	832 86
City of Del Rio	46-001690-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	26 79
City of Del Rio	46-001691-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	216 41
City of Del Rio	46-007770-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	5
City of Del Rio	46-012840-01-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	12
City of Del Rio	46-012950-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	85 72
City of Del Rio	46-013205-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	66 68
City of Del Rio	46-013810-01-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	100 91
City of Del Rio	46-013820-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	63 39
City of Del Rio	46-013850-00-03/26/2021	03/26/2021	BM - Utilities	1111-1220-37-16503	16 40
City of Del Rio	10-000200-00-03/30/2021	03/30/2021	BM - Utilities	1111-1220-37-16503	288 18
City of Del Rio	11-000455-01-03/30/2021	03/30/2021	BM - Utilities	1111-1220-37-16503	31 63
Dixie Flag Company	0026590	03/31/2021	BM - Flag	1111-1220-37-16311	136 82
City of Del Rio	55-100174-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	234 58
City of Del Rio	55-118000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16000	117 29
City of Del Rio	55-590000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-618000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-754000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	163 17
City of Del Rio	55-813000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-814000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	226 62
City of Del Rio	55-815000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	226 62
City of Del Rio	55-817000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-825000-00-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	163 17
City of Del Rio	55-880000-01-03/31/2021	03/31/2021	BM - Dumpsters	1111-1220-37-16503	117 29
AT&T Corp	8529-3/31/21	03/31/2021	BM - Utilities	1111-1220-37-16503	55 25
Time Warner Cable	074261801040121	04/01/2021	BM - Utilities	1111-1220-37-16503	283 88
Big Bend Telephone Co	10403614	04/01/2021	BM - Utilities	1111-1220-37-16503	922 23
City of Del Rio	14-015200-01-04/01/2021	04/01/2021	BM - Utilities	1111-1220-37-16503	73 67
McCoy's	886271	04/01/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	22 92
McCoy's	8862725	04/01/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	7 58
Frontier Southwest Incorporated	090319-5-04/03/21	04/03/2021	BM - Utilities	1111-1220-37-16503	265 80
City of Del Rio	15-002680-00-04/05/2021	04/05/2021	BM - Utilities	1111-1220-37-16503	196 10
City of Del Rio	15-002800-00-04/05/2021	04/05/2021	BM - Utilities	1111-1220-37-16503	5
Inesco Distributing Inc	1000779007	04/06/2021	BM - Supplies	1111-1220-37-16330	1
City of Del Rio	21-017400-00-04/06/2021	04/06/2021	BM - Utilities	1111-1220-37-16503	8
City of Del Rio	21-300000-01-04/06/2021	04/06/2021	BM - Utilities	1111-1220-37-16503	124 74
Time Warner Cable	0497272040721	04/07/2021	BM - Internet	1111-1220-37-16503	115 58
Russell True Value	472660	04/07/2021	BM - Supplies	1111-1220-37-16330	0 99
Home Depot Dept 32-254092	5014507	04/07/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	36 21
Del Rio Feed & Supply	838799	04/07/2021	BM - Feed	1111-1220-37-16330	11 55
Cavallo Energy Texas LLC	210980014818222	04/08/2021	BM - Utilities	1111-1220-37-16503	19 106 39
Florentino Almeda	3684	04/08/2021	BM - Material	1111-1220-37-16330	29 60
Home Depot Dept 32-254092	4043283	04/08/2021	BM - Material	1111-1220-37-16330	77 84
Unifirst Corporation	8232802763	04/08/2021	Lib - Uniforms/Supplies	1111-1220-37-16330	72 12
McCoy's	8862911	04/08/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	21 84
McCoy's	8862934	04/08/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	26 56
Russell True Value	472751	04/09/2021	BM - Supplies	1111-1220-37-16330	0 27
T J Moore Lumber	505762	04/09/2021	BM - Material	1111-1220-37-16330	25 03
T J Moore Lumber	505781	04/09/2021	BM - Material	1111-1220-37-16330	8 79
Unifirst Corporation	8232802986	04/09/2021	CAB - Supplies	1111-1220-37-16330	11 94
McCoy's	8862951	04/09/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	34 54
McCoy's	8862953	04/09/2021	BM - Material	1111-1220-37-16330	86 28
Frontier Southwest Incorporated	031020-5-4/11/21	04/11/2021	BM - Utilities	1111-1220-37-16503	71 41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Insko Distributing Inc	1000785458	04/12/2021	BM - Supplies	1111-1220-37-16330	30 70
Russell True Value	472819	04/12/2021	BM - Supplies	1111-1220-37-16330	2 29
T J Moore Lumber	505889	04/12/2021	BM - Materials	1111-1220-37-16330	43 38
T J Moore Lumber	505950	04/12/2021	BM - Material	1111-1220-37-16330	3 10
McCoy's	8863030	04/12/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	29 24
Financial Servicing, LLC	11767602	04/13/2021	BM - Utilities	1111-1220-37-16503	174 68
T J Moore Lumber	506038	04/13/2021	BM - Materials	1111-1220-37-16330	3 59
T J Moore Lumber	506077	04/13/2021	BM - Materials	1111-1220-37-16330	10 78
Unifirst Corporation	8232803343	04/13/2021	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21 95
McCoy's	8863049	04/13/2021	BM - Material	1111-1220-37-16330	8 54
McCoy's	8863065	04/13/2021	BM - Material	1111-1220-37-16330	10 91
Pro Auto Supply	505444	04/14/2021	BM - Parts	1111-1220-37-16520	15 98
T J Moore Lumber	506133	04/14/2021	BM - Materials	1111-1220-37-16330	9 99
Insko Distributing Inc	1000791259	04/15/2021	BM - Supplies	1111-1220-37-16330	63 02
Pro Auto Supply	505516	04/15/2021	BM - Parts	1111-1220-37-16520	100 35
Pro Auto Supply	505517	04/15/2021	BM - Parts	1111-1220-37-16520	4 00
Pro Auto Supply	505537	04/15/2021	BM - Parts	1111-1220-37-16520	2 97
Unifirst Corporation	8232803692	04/15/2021	Lib - Uniforms/Supplies	1111-1220-37-16330	45 17
Unifirst Corporation	8232803694	04/15/2021	Crthse - Uniforms/Supplies	1111-1220-37-16330	34 80
McCoy's	8863131	04/15/2021	BM - Material	1111-1220-37-16330	7 20
McCoy's	8863144	04/15/2021	BM - Material	1111-1220-37-16330	20 83
McCoy's	8863147	04/15/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	36 85
Insko Distributing Inc	1000792275	04/16/2021	BM - Supplies	1111-1220-37-16330	30 70
Russell True Value	472949	04/16/2021	BM - Supplies	1111-1220-37-16330	26 99
Russell True Value	472952	04/16/2021	BM - Supplies	1111-1220-37-16330	4 79
Russell True Value	472958	04/16/2021	BM - Supplies	1111-1220-37-16330	3 65
Sherwin Williams	5054-5	04/16/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	317 00
Pro Auto Supply	505681	04/16/2021	BM - Parts	1111-1220-37-16520	57 93
Sherwin Williams	5074-3	04/16/2021	BM - Supplies	1111-1220-37-16330	7 34
Unifirst Corporation	8232803932	04/16/2021	CAB - Supplies	1111-1220-37-16330	11 94
McCoy's	8863168	04/16/2021	BM - Prob - Material/Supplies	1111-1220-37-16330	11 39
Pro Auto Supply	505849	04/19/2021	BM - Parts	1111-1220-37-16520	6 38
Red River Waste Solutions	000592064-1	04/30/2021	BM - Utilities	1111-1220-37-16503	130 00
Red River Waste Solutions	000592064-2	04/30/2021	BM - Animal Cont - Trash Pick	1111-1220-37-16503	83 93
Department 1220 - Parks & Building Maintenance Total:					27,754.63

Department: 1221 - Sheriff

Thompson Tire Center	0035459	03/13/2021	Sheriff - Tire Repairs	1111-1221-33-17061	12 00
Thompson Tire Center	0035533	03/22/2021	Sheriff - Tire Repairs	1111-1221-33-17061	12 00
Nardis, Inc	0206319-IN	03/26/2021	Sheriff - Uniforms	1111-1221-33-16560	42 50
Nardis, Inc	0206319-IN	03/26/2021	Sheriff - Uniforms	1111-1221-33-16560	233 70
W W Grainger, Inc	9850150476	03/26/2021	Sheriff - Supplies	1111-1221-33-16600	169 98
Amazon.com LLC	1YR9-1F1H-MDVF	03/29/2021	Sheriff - Boots	1111-1221-33-16560	120 13
Xerox	013033105	04/01/2021	Sheriff - Copier	1111-1221-33-16305	268 50
Xerox	013033106	04/01/2021	Sheriff - Copier	1111-1221-33-16305	281 13
Xerox	013033117	04/01/2021	Sheriff - Copier	1111-1221-33-16305	371 90
Xerox	013033117	04/01/2021	Sheriff - Prints	1111-1221-33-16600	425 80
Pico Propane Operating	06690892-I	04/02/2021	Sheriff - Fuel	1111-1221-33-17061	2,880 00
Pico Propane Operating	06690893-I	04/02/2021	Sheriff - Fuel	1111-1221-33-17061	1,225 00
Dialtone Services, L P	210903904	04/02/2021	Sheriff - Satellite Service	1111-1221-33-16010	118 29
Galls	018072888	04/06/2021	Sheriff - Boots	1111-1221-33-16560	85 00
Galls	018072888	04/06/2021	Sheriff - Boots	1111-1221-33-16560	255 00
Galls	018072888	04/06/2021	Sheriff - Boots	1111-1221-33-16560	85 00
Galls	018072888	04/06/2021	Sheriff - Boots	1111-1221-33-16560	170 00
Galls	018072888	04/06/2021	Sheriff - Boots	1111-1221-33-16560	170 00
Galls	018072959	04/06/2021	Sheriff - Boots	1111-1221-33-16560	2,380 00
Galls	018072959	04/06/2021	Sheriff - Boots	1111-1221-33-16560	85 00
Goodyear Service Center	158935	04/06/2021	Sheriff - Tires	1111-1221-33-17061	104 99
Goodyear Service Center	158935	04/06/2021	Sheriff - Tires	1111-1221-33-17061	75 00
Goodyear Service Center	158935	04/06/2021	Sheriff - Tires	1111-1221-33-17061	12 75
Goodyear Service Center	158935	04/06/2021	Sheriff - Tires	1111-1221-33-17061	7 35

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Goodyear Service Center	158935	04/06/2021	Sheriff - Tires	1111-1221-33-17061	491 94
Thompson Tire Center	0035699	04/07/2021	Sheriff - Tire Repairs	1111-1221-33-17061	24 00
DS Waters of America Inc	11089708040821-3	04/08/2021	Sheriff - Water	1111-1221-33-16600	143 98
Fedex	7-333-37402	04/08/2021	Sheriff - Transport Charge	1111-1221-33-16600	19 74
Pico Propane Operating	06693133-1	04/09/2021	Sheriff - Fuel	1111-1221-33-17061	3,408 77
Bowlin's Ten Minute	5405	04/09/2021	Sheriff - Oil Change	1111-1221-33-17061	91 95
Amistad Snack & Coffee Servi	6651	04/09/2021	Sheriff - Coffee/Cups	1111-1221-33-16600	56 00
Amistad Snack & Coffee Servi	6651	04/09/2021	Sheriff - Coffee/Cups	1111-1221-33-16600	35 00
Thompson Tire Center	0035793	04/14/2021	Sheriff - Tire Repairs	1111-1221-33-17061	12 00
Cannon Graphics	18345	04/14/2021	Sheriff - Forms	1111-1221-33-16600	321 40
Cannon Graphics	18345	04/14/2021	Sheriff - Forms	1111-1221-33-16600	22 00
Advanced Auto Parts	6666110440129	04/14/2021	Sheriff - Parts	1111-1221-33-17061	15 00
Ram Country Chrysler Toyota	67500	04/14/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	571 00
Ram Country Chrysler Toyota	67500	04/14/2021	Sheriff - Unit 20 Repairs	1111-1221-33-17061	195 00
Carlos D. Villarreal	1477	04/15/2021	Sheriff - Tire Repairs	1111-1221-33-17061	30 00
Carlos D. Villarreal	1482-1	04/15/2021	Sheriff - Tire Repairs	1111-1221-33-17061	30 00
Discount Auto Glass	9873	04/15/2021	Sheriff - Tint	1111-1221-33-17061	60 00
Discount Auto Glass	9873	04/15/2021	Sheriff - Tint	1111-1221-33-17061	225 00
O'Reilly Auto Parts	0568-435238	04/16/2021	Sheriff - Parts	1111-1221-33-17061	57 21
Flavio G Talamantez	544542	04/16/2021	Sheriff - Radio Install	1111-1221-33-17061	125 00
Brown Automotive Center	147948	04/19/2021	Sheriff - Parts	1111-1221-33-17061	153 08
Vetted Security Solutions LLC	40021RI	05/01/2021	Sheriff - ESA Renewals	1111-1221-33-16600	2,537 50
Department 1221 - Sheriff Total:					18,557.39

Department: 1223 - Other County Expenditures

Del Rio News Herald	797940	10/04/2020	Public Notice	1111-1223-30-16750	278 00
Del Rio News Herald	798197	10/04/2020	Public Notice	1111-1223-30-16750	323 00
Del Rio News Herald	798400	10/04/2020	Public Notice	1111-1223-30-16750	293 00
Del Rio News Herald	799495	10/07/2020	Public Notice	1111-1223-30-16740	150 50
Del Rio News Herald	799495-1	10/11/2020	Public Notice	1111-1223-30-16740	150 50
Del Rio News Herald	799495-2	10/18/2020	Public Notice	1111-1223-30-16740	150 50
Del Rio News Herald	806235	10/25/2020	Public Notice	1111-1223-30-16740	208 00
Del Rio News Herald	806237	10/25/2020	Public Notice	1111-1223-30-16740	208 00
Amistad Snack & Coffee Servi	6584	03/04/2021	Invntry - Bags	1111-1223-30-16510	600 00
Dell Marketing L.P	10472619566	03/16/2021	Comp Maint - SonicWall	1111-1223-30-16414	988 00
Webb County Treasury	M E 21-0223	03/24/2021	Autopsy - Noyola	1111-1223-30-16760	1,700 00
Ortiz & Ortiz, Pc	13891CR	04/07/2021	83rd - Felony - Ortiz	1111-1223-31-16780	450 00
Luis De Los Santos	20-396-CR	04/07/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	450 00
Luis De Los Santos	20-411-CR	04/07/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	450 00
Martina A. Ponce	19-579-CR	04/08/2021	CCL - Misd - Ponce	1111-1223-31-16780	350 00
Ortiz & Ortiz, Pc	2020-0033-CR	04/08/2021	83rd - Felony - Ortiz	1111-1223-31-16780	50 00
Ortiz & Ortiz, Pc	2020-0117-CR	04/08/2021	83rd - Felony - Ortiz	1111-1223-31-16780	50 00
Ortiz & Ortiz, Pc	2020-0159-CR	04/08/2021	83rd - Felony - Ortiz	1111-1223-31-16780	50 00
Ortiz & Ortiz, Pc	2021-0047-CR	04/08/2021	83rd - Felony - Ortiz	1111-1223-31-16780	400 00
Michael J. Bagley	21-021-CR	04/08/2021	CCL - Misd - Bagley	1111-1223-31-16780	450 00
Val Verde County Welfare Fun	04/09/2021	04/09/2021	April Allocation	1111-1223-35-16670	95 00
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	518 00
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	810 00
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	1,085 00
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	1,080 00
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	655 50
GCS Technologies Inc	CW70892	04/09/2021	IT - Comp Maint - Licenses	1111-1223-30-16414	750 00
Sunset Memorial Oaks Funera	2021-086	04/13/2021	Pauper Burial - Gagnepain	1111-1223-35-16640	795 00
Sunset Memorial Oaks Funera	2021-112	04/13/2021	Pauper Burial - Martinez	1111-1223-35-16640	795 00
Webb County Treasury	M E 21-0294	04/13/2021	Autopsy - Vargas	1111-1223-30-16760	1,700 00
Ortiz & Ortiz, Pc	14275CR	04/15/2021	83rd - Felony - Ortiz	1111-1223-31-16780	250 00
Law Office of Priscilla Chacon	2020-0110-CR	04/15/2021	83rd - Felony - Chacon	1111-1223-31-16780	400 00
Ortiz & Ortiz, Pc	2021-0011-CIV	04/15/2021	63rd - Felony - Ortiz	1111-1223-31-16780	400 00
Ortiz & Ortiz, Pc	20-236-CR	04/15/2021	CCL - Misd - Ortiz	1111-1223-31-16780	250 00
Luis De Los Santos	17-312-CR	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	350 00
Luis De Los Santos	19-176-CR-1	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	350 00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Luis De Los Santos	19-179-CR	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	100 00
Luis De Los Santos	19-180-CR	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	100 00
Luis De Los Santos	19-224-CR	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	100 00
Michael J Bagley	21-020-CR	04/16/2021	CCL - Misd - Bagley	1111-1223-31-16780	450 00
Luis De Los Santos	21-152-CR	04/16/2021	CCL - Misd - De Los Santos	1111-1223-31-16780	450 00
Abner Martinez	05/01/2021	05/01/2021	Surveyor - May Rent	1111-1223-30-16710	100 00
Quad Counties Council On Alc	05/01/2021	05/01/2021	May Allocation	1111-1223-35-17220	15,000 00
Department 1223 - Other County Expenditures Total:					34,333.00
Department: 1224 - Road & Bridge					
South Texas County Judges &	ICP-20-2927	03/08/2021	Comm Offc - Reg Fee	1222-1224-34-16200	250 00
Walmart	06506	04/09/2021	Comm Offc - Supplies	1222-1224-34-16000	23 88
Cooper Equipment Co	WS20422	04/14/2021	All Pct - Spreader Rprs	1222-1224-34-16300	12,081 25
Cannon Graphics	18361	04/19/2021	Comm Offc - Business Cards	1222-1224-34-16000	60 00
Department 1224 - Road & Bridge Total:					12,415.13
Department: 1225 - Road & Bridge Precinct 1					
DialTone Services, L P	210904055	04/02/2021	Pct 1 - Satellite Service	1222-1225-34-17000	29 57
O'Reilly Auto Parts	0568-432695	04/08/2021	Pct 1 - Parts	1222-1225-34-17000	23 47
Home Depot Dept 32-254092	4014634	04/08/2021	Pct 1 - Supplies	1222-1225-34-17000	219 00
Efrain V Cervantes	180-1388437	04/09/2021	Pct 1 - Install	1222-1225-34-17000	135 00
Unifirst Corporation	8232803145	04/12/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37 20
Thompson Tire Center	0035775	04/13/2021	Pct 1 - Tire Repairs	1222-1225-34-17000	20 00
Russell True Value	472997	04/19/2021	Pct 1 - Parts	1222-1225-34-17000	59 47
Tractor Supply Co Dept 30-12	591018	04/19/2021	Pct 1 - Supplies	1222-1225-34-17000	74 86
Unifirst Corporation	8232804089	04/19/2021	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37 20
Department 1225 - Road & Bridge Precinct 1 Total:					635.77
Department: 1226 - Road & Bridge Precinct 2					
City of Del Rio	332463	03/18/2021	Pct 2 - Landfill	1222-1226-34-17000	7 20
South Texas County Judges &	ICP-20-3035	03/31/2021	Pct 2 - Reg Fees	1222-1226-34-16200	250 00
DialTone Services, L P	210904038	04/02/2021	Pct 2 - Satellite Service	1222-1226-34-17000	59 15
Rey Salgado	04/06/2021	04/06/2021	Pct 2 - Meals	1222-1226-34-16200	28 00
Pro Propane Operating	06692255-1	04/07/2021	Pct 2 - Fuel	1222-1226-34-17000	3,691 50
City of Del Rio	334881	04/08/2021	Pct 2 - Landfill	1222-1226-34-17000	58 95
Rio Trailer Shop	23187	04/09/2021	Pct 2 - Unit 1972 Repairs	1222-1226-34-17000	269 40
Rio Trailer Shop	23188	04/09/2021	Pct 2 - Unit 902 Repairs	1222-1226-34-17000	398 92
Sanchez Tire Shop	15283	04/12/2021	Pct 2 - Tire Repairs	1222-1226-34-17000	32 00
Unifirst Corporation	8232803146	04/12/2021	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42 41
Department 1226 - Road & Bridge Precinct 2 Total:					4,837.53
Department: 1227 - Road & Bridge Precinct 3					
South Texas County Judges &	ICP-20-2925	03/08/2021	Pct 3 - Reg Fees	1222-1227-34-16200	250 00
DialTone Services, L P	210903995	04/02/2021	Pct 3 - Satellite Service	1222-1227-34-17000	59 15
Unifirst Corporation	8232802412	04/06/2021	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44 74
Pro Auto Supply	504655	04/07/2021	Pct 3 - Supplies	1222-1227-34-17000	26 74
Jesus Morales	04/08/2021	04/08/2021	Pct 3 - Meals	1222-1227-34-16200	34 00
Leonel Calderon	04/08/2021	04/08/2021	Pct 3 - Meals	1222-1227-34-16200	34 00
Pro Auto Supply	504783	04/08/2021	Pct 3 - Battery	1222-1227-34-17000	371 50
Cirilo J. Arriola	1562	04/13/2021	Pct 3 - Tire Repairs	1222-1227-34-17000	40 00
Unifirst Corporation	8232803341	04/13/2021	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	50 74
Department 1227 - Road & Bridge Precinct 3 Total:					910.87
Department: 1228 - Road & Bridge Precinct 4					
Cirilo J. Arriola	1251	03/20/2021	Pct 4 - Tire Repairs	1222-1228-34-17000	135 00
Salvador Espinoza	04/07/2021	04/07/2021	Pct 4 - Meals	1222-1228-34-16200	28 00
Tractor Supply Co Dept 30-12	404601	04/07/2021	Pct 4 - Supplies	1222-1228-34-17000	89 95
Pro Auto Supply	504636	04/07/2021	Pct 4 - Parts	1222-1228-34-17000	114 76
Unifirst Corporation	8232802766	04/08/2021	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	57 22
O'Reilly Auto Parts	0568-434042	04/12/2021	Pct 4 - Parts	1222-1228-34-17000	263 90
Russell True Value	472844	04/13/2021	Pct 4 - Supplies	1222-1228-34-17000	110 73
Salvador Espinoza	04/14/2021	04/14/2021	Pct 4 - Meals	1222-1228-34-16200	28 00
Unifirst Corporation	8232803695	04/15/2021	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	57 22

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Red River Waste Solutions	000592064	04/30/2021	Pct 4 - Trash Pickup	1222-1228-34-17000	455 00
Department 1228 - Road & Bridge Precinct 4 Total:					1,339.78
Department: 1230 - 83rd District Court					
Notary Public Underwriters A	04/05/2021	04/05/2021	83rd - Notary	1111-1230-31-16000	71 00
Notary Public Underwriters A	04/05/2021-1	04/05/2021	83rd - Notary	1111-1230-31-16000	71 00
DS Waters of America Inc	11089708040821-6	04/08/2021	83rd - Water	1111-1230-31-16000	12 98
Walmart	06505	04/09/2021	83rd - Supplies	1111-1230-31-16000	52 68
Walmart	06505	04/09/2021	83rd - Supplies	1111-1230-31-16000	19 96
Department 1230 - 83rd District Court Total:					227.62
Department: 1231 - Risk Management					
DS Waters of America Inc	11089708040821-15	04/08/2021	RM - Water	1111-1231-30-16000	16 50
Department 1231 - Risk Management Total:					16.50
Department: 1247 - Community Center					
Lone Star Copiers	134175	03/29/2021	Comm Cntr - Maint	1111-1247-37-16205	82 50
DS Waters of America Inc	11089708040821-11	04/08/2021	Comm Cntr - Water	1111-1247-37-16000	10 97
Department 1247 - Community Center Total:					93.47
Department: 1248 - Human Resources					
DS Waters of America Inc	11089708040821-15	04/08/2021	HR - Water	1111-1248-30-16000	16 50
Department 1248 - Human Resources Total:					16.50
Department: 1250 - District Attorney					
Pitney Bowes Inc	3313317525	03/30/2021	DA - Meter Lease	1111-1250-31-16001	71 10
DS Waters of America Inc	11089708040821-10	04/08/2021	DA - Water	1111-1250-31-16001	82 97
Department 1250 - District Attorney Total:					154.07
Department: 1300 - Non-Departmental Expense					
Texas Association Of Counties	71449	01/01/2021	Auditor - Dues 20/21	1111-1300-30-16440	340 00
Zesch & Pickett Administrator	2021-3	04/14/2021	Admin Fees	1111-1300-30-16430	531 00
Department 1300 - Non-Departmental Expense Total:					871.00
Department: 1601 - Reimbursing CO 2021					
Hunter Industries, Ltd	22970	04/13/2021	Frontera Rd Project - Proj Mgt	1111-1601-00-27075	581,525 90
Coastline Rail Engineering, LL	013-1	04/19/2021	Frontera Rd - Proj Mgt Srv	1111-1601-00-27075	26,036 51
Department 1601 - Reimbursing CO 2021 Total:					607,562.41
Department: 3900 - Court Costs					
Del Rio News Herald	795342	10/04/2020	Dist Clerk - Public Notice	3555-3900-00-16000	143 00
Del Rio News Herald	797942	10/04/2020	Dist Clerk - Public Notice	3555-3900-00-16000	133 00
Del Rio News Herald	795342-1	10/11/2020	Dist Clerk - Public Notice	3555-3900-00-16000	143 00
Del Rio News Herald	795342-2	10/18/2020	Dist Clerk - Public Notice	3555-3900-00-16000	143 00
Del Rio News Herald	806238	10/25/2020	Dist Clerk - Public Notice	3555-3900-00-16000	163 00
Val Verde County	03/31/2021	03/31/2021	Specialty Court 1st Qtr 2021	3666-3900-00-16000	478 85
Val Verde County	03/31/2021	03/31/2021	Specialty Court 1st Qtr 2021	3666-3900-00-16000	9 95
Comptroller of Public Account	03/31/2021-00	03/31/2021	Specialty Court 1st Qtr 2021	3666-3900-00-16000	375 85
Comptroller of Public Account	03/31/2021-01	03/31/2021	State Crim Cost/Fees 1st Qtr	3666-3900-00-16000	3,952 85
Comptroller of Public Account	03/31/2021-01234	03/31/2021	State Crim Cost/Fees 1st Qtr	3999-3900-00-16000	49,274 90
Comptroller of Public Account	03/31/2021-05	03/31/2021	State Crim Cost/Fees 1st Qtr	3555-3900-00-16000	1,466 27
Juan C Trujillo	120-7701	04/15/2021	JP 2 - Refund	3999-3900-00-16000	338 00
Val Verde County Child Welfare	04/16/2021	04/16/2021	Dist Clerk - Donations	3555-3900-00-16000	80 00
Department 3900 - Court Costs Total:					56,786.10
Department: 4444 - 4444					
Texas County & District Retire	INV0006059	04/02/2021	Retirement (County)	1444-4444-30-12130	78,029 28
Texas County & District Retire	INV0006089	04/16/2021	Retirement (County)	1444-4444-30-12130	79,586.09
Lytobia PPA LLC	04/30/2021	04/30/2021	Insurance	1444-4444-31-12070	2,605 00
Wilco Life Insurance Company	05/01/2021	05/01/2021	Insurance	1444-4444-31-12070	26 00
Department 4444 - 4444 Total:					160,246.37
Department: 9111 - Emergency					
Pico Propane Operating	06684735-1	02/16/2021	Sheriff - Winter Storm - Fuel	1111-9111-30-16015	123 90
Pico Propane Operating	06682716-1	02/19/2021	BM - Winter Storm - Fuel	1111-9111-30-16015	1,973 71
Pico Propane Operating	06682734-1	02/19/2021	BM - Winter Storm - Fuel	1111-9111-30-16015	1,282 37
Pico Propane Operating	06685369-	03/05/2021	Pct 4 - Winter Storm - Fuel	1111-9111-30-16015	5,785 10

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Walmart	00720	03/26/2021	BM - COVID19 - Supplies	1111-9111-30-01232	10.36
Walmart	02601	03/26/2021	BM - COVID19 - Supplies	1111-9111-30-01232	25.44
Quill Corporation	15742571	04/01/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	581.21
Quill Corporation	15792682	04/05/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	489.44
Quill Corporation	15798942	04/05/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	305.90
Quill Corporation	15802528	04/05/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	520.03
Quill Corporation	15804966	04/05/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	520.03
Quill Corporation	15808688	04/05/2021	Co Judge - COVID19 - Supplies	1111-9111-30-01232	152.95
McCoy's	8862864	04/07/2021	BM - Winter Storm - Material	1111-9111-30-16015	25.07
McCoy's	886288	04/07/2021	BM - Winter Storm - Material	1111-9111-30-16015	2.68
McCoy's	8862923	04/08/2021	BM - Winter Storm - Material	1111-9111-30-16015	10.00
McCoy's	8862933	04/08/2021	BM - Winter Storm - Material	1111-9111-30-16015	15.79
McCoy's	8863013	04/12/2021	BM - Winter Storm - Material	1111-9111-30-16015	26.20
T J Moore Lumber	506039	04/13/2021	Pct 4 - Winter Storm - Repairs	1111-9111-30-16015	1,360.28
McCoy's	8863082	04/13/2021	BM - Winter Storm - Material	1111-9111-30-16015	4.30
Department 9111 - Emergency Total:					13,214.76
Grand Total:					990,090.24

Fund Summary

Fund	Expense Amount
1111 - General Fund	712,114.47
1178 - Tax Note 2016	1,665.49
1222 - Balance Road & Bridge	20,139.08
1444 - Payroll Clearing County	160,246.37
1702 - Technology Fund - JP #2	250.00
1706 - Pre Trial County Attorney	838.66
1727 - Law Library	2,230.00
1734 - HOT Fund	5,000.00
1810 - County Administration Building	125.00
1812 - County Projects	8,314.15
2666 - Grants	22,380.92
3555 - District Clerk Court Costs	2,271.27
3666 - County Clerk Court Costs	4,901.93
3999 - JP 1-4 Court Costs	49,612.90
Grand Total:	990,090.24

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Su	88.68
1111-1200-30-16420	County Judge - Emergen	56.91
1111-1200-30-16425	County Judge - Copier Lx	31.71
1111-1201-30-16000	County Clerk - Office Sup	223.52
1111-1203-30-16000	Veteran's Office - Office	47.88
1111-1203-30-76370	Veterans Office - Mainte	65.00
1111-1204-31-16000	63rd District Court - Offi	113.40
1111-1204-31-16475	63rd District Court - Copi	181.55
1111-1204-40-16400	63rd District Court - Capi	680.00
1111-1205-31-16000	District Clerk - Office Sup	660.81
1111-1205-31-16415	District Clerk - Copier Lx	684.39
1111-1207-31-16000	Justice of the Peace #2 -	52.97
1111-1207-31-16415	Justice of the Peace #2 -	173.89
1111-1209-31-16000	Justice of the Peace #4 -	554.48
1111-1209-31-16200	Justice of the Peace #4 -	30.63
1111-1210-31-16000	Court At Law - Office Su	57.10
1111-1211-31-16000	County Attorney - Office	8.99
1111-1211-31-16200	County Attorney - Travel	350.00
1111-1212-30-16000	County Auditor - Office S	393.63
1111-1213-30-16000	County Treasurer - Offic	14.99
1111-1214-30-16000	Tax Assessor Collector -	353.90
1111-1214-30-16415	Tax Assessor Collector -	231.83
1111-1215-30-17061	IT Department - Auto Ex	14.50
1111-1217-30-16000	County Agent - Office Su	12.98
1111-1218-36-16000	County Library - Office S	285.15
1111-1218-36-16415	County Library - Copier E	275.68
1111-1218-36-16421	County Library - Copier	70.68
1111-1218-36-16680	County Library - Books	118.52
1111-1218-36-16979	County Library - Summe	2,636.05
1111-1219-33-16000	Rural Fire & EMS - Office	843.31
1111-1220-37-16000	Parks and Building Maint	117.29
1111-1220-37-16201	Parks and Building Maint	30.00
1111-1220-37-16311	Parks and Building Maint	136.82
1111-1220-37-16330	Parks and Building Maint	1,281.80
1111-1220-37-16503	Parks and Building Maint	26,001.11
1111-1220-37-16520	Parks and Building Maint	187.61
1111-1221-33-16010	Sheriff's Department - C	118.29
1111-1221-33-16305	Sheriff's Department - C	921.53
1111-1221-33-16560	Sheriff's Department - U	3,626.33

Account Summary

Account Number	Account Name	Expense Amount
1111-1221-33-16600	Sheriff's Department - O	3,935.46
1111-1221-33-17061	Sheriff's Department - A	9,955.78
1111-1223-30-16414	Other - Computer Maint	5,886.50
1111-1223-30-16510	Other - Inventory	600.00
1111-1223-30-16710	Other - Surveyor Rent	100.00
1111-1223-30-16740	Other - Advertising	867.50
1111-1223-30-16750	Other - Election Expense	894.00
1111-1223-30-16760	Other - Autopsy and Me	3,400.00
1111-1223-31-16780	Other - Attorney's Other	5,900.00
1111-1223-35-16640	Other - Pauper Burial	1,590.00
1111-1223-35-16670	Other - County Welfare	95.00
1111-1223-35-17220	Other - Family Violence	15,000.00
1111-1230-31-16000	83rd District Court - Off	227.62
1111-1231-30-16000	Risk Management - Offic	16.49
1111-1247-37-16000	Community Center - Off	10.97
1111-1247-37-16205	Community Center - Cop	82.50
1111-1248-30-16000	Human Resources - Offic	16.50
1111-1250-31-16001	District Attorney - Office	154.07
1111-1300-30-16430	Non-Departmental - Caf	531.00
1111-1300-30-16440	Non-Departmental - Me	340.00
1111-1601-00-27075	Frontera Rd Project	607,562.41
1111-9111-30-01232	Vaccine Distribution - CO	2,605.36
1111-9111-30-16015	Weather Emergency	10,609.40
1178-1111-34-16006	Tax Note 2016 Frontera	1,665.49
1222-1224-34-16000	Road and Bridge Office S	83.88
1222-1224-34-16200	Road and Bridge - Travel	250.00
1222-1224-34-16300	Road and Bridge - Equip	12,081.25
1222-1225-34-17000	Road and Bridge Pct #1	635.77
1222-1226-34-16200	Road and Bridge Pct #2	278.00
1222-1226-34-17000	Road and Bridge Pct #2	4,559.53
1222-1227-34-16200	Road and Bridge Pct #3	318.00
1222-1227-34-17000	Road and Bridge Pct #3	592.87
1222-1228-34-16200	Road and Bridge Pct #4	56.00
1222-1228-34-17000	Road and Bridge Pct #4	1,283.78
1444-4444-30-12130	A/P Retirement	157,615.37
1444-4444-31-12070	A/P Insurance	2,631.00
1702-1207-31-16000	JP 2 Tech Fund - Office S	250.00
1706-1211-31-16000	Pre-Trial County Attorne	838.66
1727-1111-31-16000	Law Library - Expenses	2,230.00
1734-1111-36-16000	HOT Fund - Expenses	5,000.00
1810-1111-30-16402	Building	125.00
1812-0001-30-18111	Site 11 1 - Fairgrounds -	8,314.15
2666-1040-34-26450	TCDBG #7218075 - Wate	14,641.43
2666-1075-31-26100	Border Prosecution Unit	174.72
2666-1075-31-26170	Border Prosecution Unit	1,340.00
2666-1081-35-26279	Veterans Assistance - Cl	789.32
2666-1083-31-26170	DWI 3527803 - Contract	5,435.45
3555-3900-00-16000	District Clerk Court Costs	2,271.27
3666-3900-00-16000	County Clerk Court Costs	4,901.93
3999-3900-00-16000	JP #1-4 Court Costs - Ex	49,612.90
Grand Total:		990,090.24

Project Account Summary

Project Account Key	Expense Amount
None	990,090.24
Grand Total:	990,090.24



TREASURER'S REPORT

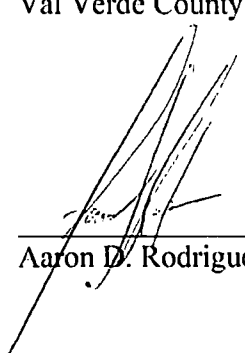
MARCH 2021

AARON D. RODRIGUEZ

**COUNTY TREASURER
VAL VERDE COUNTY
509 E. GIBBS ST
DEL RIO, TEXAS 78840
(830) 774-7587**

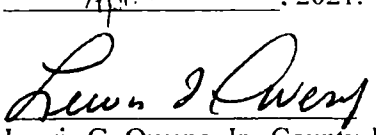
ORDER APPROVING TREASURER'S MONTHLY REPORT

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 MARCH 2021.



Aaron D. Rodriguez

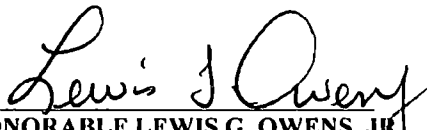
Approved: Examined and approved in open Commissioners Court, this 27 day of
April, 2021.

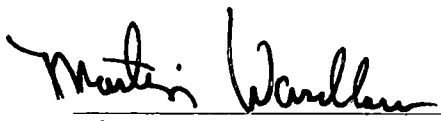


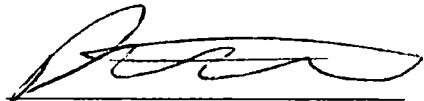
Lewis G. Owens, Jr., County Judge

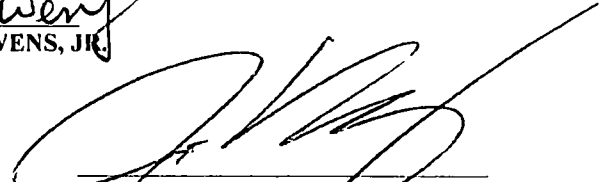
VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

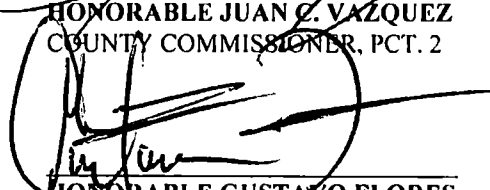
IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify April 27th, 2021 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for **MARCH 2021**, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 27th day of April, 2021.


HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

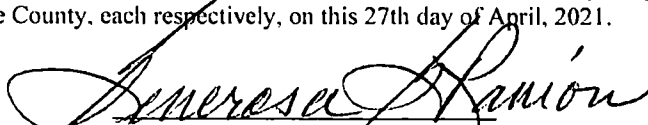

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 27th day of April, 2021.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
Date Range: 03/01/2021 - 03/31/2021

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	8,444,016.38	-1,783,279.31	4,012,291.21	5,795,570.52	6,660,737.07
<u>1111-1111-00-11031</u>	Cash - Texpool	11.08	0.00	0.00	0.00	11.08
<u>1111-1111-00-11241</u>	Cash - Texas Class	3,130,603.82	99.52	99.52	0.00	3,130,703.34
	Total Fund: 1111 - General Fund:	11,574,631.28	-1,783,179.79	4,012,390.73	5,795,570.52	9,791,451.49
Fund: 1133 - SL 179						
<u>1133-1111-00-11160</u>	Cash - SL79	76,052.30	0.65	0.65	0.00	76,052.95
	Total Fund: 1133 - SL 179:	76,052.30	0.65	0.65	0.00	76,052.95
Fund: 1134 - Library Construction						
<u>1134-1111-00-21115</u>	Cash - Library Construction	158,185.60	0.00	0.00	0.00	158,185.60
	Total Fund: 1134 - Library Construction:	158,185.60	0.00	0.00	0.00	158,185.60
Fund: 1177 - Tax Note 2013						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	0.10	0.00	0.00	0.00	0.10
	Total Fund: 1177 - Tax Note 2013:	0.10	0.00	0.00	0.00	0.10
Fund: 1178 - Tax Note 2016						
<u>1178-1111-00-11000</u>	Cash - 2016 Tax Note	163,953.09	-58,452.26	1.24	58,453.50	105,500.83
	Total Fund: 1178 - Tax Note 2016:	163,953.09	-58,452.26	1.24	58,453.50	105,500.83
Fund: 1222 - Balance Road & Bridge						
<u>1222-1111-00-11241</u>	Cash - Texas Class	2,342.20	0.04	0.04	0.00	2,342.24
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	228,713.87	-107,843.53	161,335.91	269,179.44	120,870.34
	Total Fund: 1222 - Balance Road & Bridge:	231,056.07	-107,843.49	161,335.95	269,179.44	123,212.58
Fund: 1333 - Interest & Sinking						
<u>1333-3333-00-11031</u>	Cash - Interest & Sinking Fund Texpool	103,905.96	1.61	1.61	0.00	103,907.57
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,742.71	0.00	0.00	0.00	15,742.71
<u>1333-3333-00-11071</u>	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	467,606.04	46,112.82	46,112.82	0.00	513,718.86
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	587,254.71	46,114.43	46,114.43	0.00	633,369.14
Fund: 1444 - Payroll Clearing County						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	1,119,669.13	490,875.95	1,516,217.92	1,025,341.97	1,610,545.08
	Total Fund: 1444 - Payroll Clearing County:	1,119,669.13	490,875.95	1,516,217.92	1,025,341.97	1,610,545.08
Fund: 2666 - Grants						
<u>2666-6666-00-21000</u>	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21015</u>	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00

Detail Report

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21020	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21110	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21120	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21131	Cash - Local Border Security 2015	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	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21150	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21160	Cash - Southwest Border Prosecution Initiative	0.50	0.00	0.00	0.00	0.50
2666-6666-00-21170	Cash - Stonegarden 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21190	Cash - Border Prosecution 2537707	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21210	Cash - TCDBG #7219085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21220	Cash - T.C.D.B.G. #713076	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
2666-6666-00-21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - TCDBG #7220479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32
2666-6666-00-21254	Cash - T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Transportation Frontera Road	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
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash - Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	26,791.29	-2,335.04	15,880.22	18,215.26	24,456.25
2666-6666-00-21310	Cash - Texas A & M Forest Service	-6,570.00	0.00	0.00	0.00	-6,570.00

Detail Report		Date Range: 03/01/2021 - 03/31/2021				
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>2666-6666-00-21311</u>	Cash - T.C.D.B.G #7216075	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21312</u>	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
Total Fund: 2666 - Grants:		1,872,188.90	-2,335.04	15,880.22	18,215.26	1,869,853.86
Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	15,579.73	355.19	115,972.49	115,617.30	15,934.92
Total Fund: 4121 - Val Verde County Auditors Special Account:		15,579.73	355.19	115,972.49	115,617.30	15,934.92
Grand Totals:		15,798,570.91	-1,414,464.36	5,867,913.63	7,282,377.99	14,384,106.55

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	11,574,631.28	-1,783,179.79	4,012,390.73	5,795,570.52	9,791,451.49
1133 - SL 179	76,052.30	0.65	0.65	0.00	76,052.95
1134 - Library Construction	158,185.60	0.00	0.00	0.00	158,185.60
1177 - Tax Note 2013	0.10	0.00	0.00	0.00	0.10
1178 - Tax Note 2016	163,953.09	-58,452.26	1.24	58,453.50	105,500.83
1222 - Balance Road & Bridge	231,056.07	-107,843.49	161,335.95	269,179.44	123,212.58
1333 - Interest & Sinking	587,254.71	46,114.43	46,114.43	0.00	633,369.14
1444 - Payroll Clearing County	1,119,669.13	490,875.95	1,516,217.92	1,025,341.97	1,610,545.08
2666 - Grants	1,872,188.90	-2,335.04	15,880.22	18,215.26	1,869,853.86
4121 - Val Verde County Auditors Special	15,579.73	355.19	115,972.49	115,617.30	15,934.92
Grand Total:	15,798,570.91	-1,414,464.36	5,867,913.63	7,282,377.99	14,384,106.55

FUNDS FOR THE MONTH OF MARCH 2021						
	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE	
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	142,696.27	18,841.51	0.74	139,051.02	\$22,487.50	
TAX COLLECTORS / VIT ESCROW ACCOUNT	58,646.51	18,458.71	7.98	6,207.14	\$70,906.06	
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	7,998,455.19	10,897,805.06	2,073.42	17,386,203.11	\$1,512,130.56	
TAX ASSESSOR/COLLECTOR ESCROW ACCOUNT					\$0.00	
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	17,232.45	0.00	0.15	0.00	\$17,232.60	
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	251,860.33	0.00	96.26	0.00	\$251,956.59	
COUNTY CLERK RECORD ARCHIVE FUND	74,395.64	0.00	28.44	0.00	\$74,424.08	
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	37,197.01	0.00	0.00	687.98	\$36,509.03	
DISTRICT CLERK- COURT COST ACCOUNT	9,565.71	18,823.50	0.00	9,015.00	\$19,374.21	
DISTRICT CLERK- REGISTRY FUND	185,761.95	1,073.00	0.00	1,073.00	\$185,761.95	
BAIL SECURITY	39,032.74	0.00	14.92	0.00	\$39,047.66	
WELFARE FUND - COUNTY JUDGE	14,218.05	190.00	5.44	100.00	\$14,313.49	
TOTAL					\$2,244,143.73	



Pool Information

Location: 78328
Val Verde County

TexPool

Average Daily Net Yield for March	0.0187%
Average Dividend Factor for March	0.000000513
Information as of	April 11, 2021
Daily Net Yield	0.0252%
Dividend Factor	0.000000691
7 Day Net Yield	0.02%
Daily Assets	\$26,261,979,923.66
Weighted Average Maturity	27 days
Weighted Average Life	85 days
NAV	1.00016

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	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$11.08
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$11.08
MONTHLY INTEREST	03/31/21	03/31/21	\$0.00	\$0.00	\$ -	\$11.08
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	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$63,135.28
MONTHLY INTEREST	10/31/20	10/31/20	\$122.99	\$2,179,180.26	\$ 2,183,459.27	\$58,979.26
MONTHLY INTEREST	11/30/20	11/30/20	\$150.73	\$2,247,300.72	\$ 2,231,510.27	\$74,920.44
MONTHLY INTEREST	12/31/20	12/31/20	\$11.50	\$2,365,674.00	\$ 2,439,867.82	\$738.12
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$738.12
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$738.12
MONTHLY INTEREST	03/31/21	03/31/21	\$0.00	\$0.00	\$ -	\$738.12
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	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$143.93
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00	\$0.00		\$143.93
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST	03/31/21	03/31/21	\$0.00	\$0.00	\$ -	\$143.93
MONTHLY INTEREST						
MONTHLY INTEREST						
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	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$278,856.07
MONTHLY INTEREST	10/31/20	10/31/20	\$20.33	\$0.00	\$ 175,000.00	\$103,877.00
MONTHLY INTEREST	11/30/20	11/30/20	\$10.52	\$0.00	\$ -	\$103,887.52
MONTHLY INTEREST	12/31/20	12/31/20	\$8.02	\$0.00		\$103,895.54
MONTHLY INTEREST	01/31/21	01/31/21	\$6.98	\$0.00	\$ -	\$103,902.52
MONTHLY INTEREST	02/28/21	02/28/21	\$3.44	\$0.00	\$ -	\$103,905.96
MONTHLY INTEREST	03/31/21	03/31/21	\$1.61	\$0.00	\$ -	\$103,907.57
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
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MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
Location: Acct Nbr: TX-01-0794-4001 Acct Name: GENERAL FUND Name: VAL VERDE COUNTY Pool Name: TEXAS CLASS Pool Nbr:						
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$5,129,344.94
MONTHLY INTEREST	10/31/20	10/31/20	\$389.88		\$ 2,000,000.00	\$3,129,734.82
MONTHLY INTEREST	11/30/20	11/30/20	\$307.26		\$ -	\$3,130,042.08
MONTHLY INTEREST	12/31/20	12/31/20	\$232.13		\$ -	\$3,130,274.21
MONTHLY INTEREST	01/31/21	01/31/21	\$204.24			\$3,130,478.45
MONTHLY INTEREST	02/28/21	02/28/21	\$125.37	\$0.00	\$ -	\$3,130,603.82
MONTHLY INTEREST	03/31/21	03/31/21	\$99.52	\$0.00	\$ -	\$3,130,703.34
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
Location: Acct Nbr: TX-01-0794-4002 Acct Name: ROAD & BRIDGE Name: VAL VERDE COUNTY Pool Name: TEXAS CLASS Pool Nbr:						
Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$2,341.19
MONTHLY INTEREST	10/31/20	10/31/20	\$0.28	\$0.00	\$ -	\$2,341.47
MONTHLY INTEREST	11/30/20	11/30/20	\$0.26			\$2,341.73
MONTHLY INTEREST	12/31/20	12/31/20	\$0.26		\$ -	\$2,341.99
MONTHLY INTEREST	01/31/21	01/31/21	\$0.17			\$2,342.16
MONTHLY INTEREST	02/28/21	02/28/21	\$0.04	\$0.00	\$ -	\$2,342.20
MONTHLY INTEREST	03/31/21	03/31/21	\$0.04	\$0.00	\$ -	\$2,342.24
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4003
Acct Name: INTEREST & SINKING
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/20					\$0.00
MONTHLY INTEREST	10/31/20	10/31/20	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	11/30/20	11/30/20	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	12/31/20	12/31/20	\$0.00		\$ -	\$0.00
MONTHLY INTEREST	01/31/21	01/31/21	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	02/28/21	02/28/21	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST	03/31/21	03/31/21	\$0.00	\$0.00	\$ -	\$0.00
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

#22

STATE OF TEXAS

TWDB Commitment No. G1001230

COUNTY OF TRAVIS

Flood Infrastructure Fund - Category 4

Val Verde County

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and Val Verde County (hereinafter "the County"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative
2. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative
3. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
4. TWDB APPROVAL DATE – December 17, 2020
5. PROJECT – The flood project identified as Project Number 40062, (Abridged Application Number 13795), and defined in the Original Application, **EXHIBIT A**.
6. PROJECT AREA – Defined in **EXHIBIT A**, the Original Application.
7. TWDB COMMITMENT EXPIRATION DATE – June 30, 2021
8. CONTRACT INITIATION DATE – The date CONTRACT is signed by the EXECUTIVE ADMINISTRATOR.
9. FINAL REPORT – The report that describes the objective, approach, and results of the PROJECT
10. PROJECT COMPLETION DATE – January 1, 2022
11. CONTRACT EXPIRATION DATE – April 1, 2022
12. TOTAL PROJECT COST – \$500,000.00

13. TWDB SHARE OF THE TOTAL PROJECT COST – The lesser of \$290,000.00 or 58 percent of the total cost.
14. LOCAL SHARE OF THE TOTAL PROJECT COST – \$0.00
15. PAYMENT REQUEST SCHEDULE – Not less than quarterly but not more frequently than monthly.
16. SURPLUS FUNDS – Those funds remaining after the County has submitted final accounting to the EXECUTIVE ADMINISTRATOR, including interest earned.
17. CONSTRUCTION ACCOUNT – An account dedicated to the payment of eligible PROJECT costs, as defined by 31 TAC § 363.2(8).
18. ELIGIBLE EXPENSES – The expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Task and Expense Budget. Expenses incurred prior to March 12, 2020, are not ELIGIBLE EXPENSES.
19. ESCROW ACCOUNT – An account established by the County that will be used to manage the grant funds in accordance with an escrow agreement acceptable to the EXECUTIVE ADMINISTRATOR, which is attached hereto as **EXHIBIT F**, until the EXECUTIVE ADMINISTRATOR authorizes the release of the grant funds to the CONSTRUCTION ACCOUNT.
20. OBLIGATIONS – The \$210,000 Val Verde County, Texas Tax Certificates of Obligation, Series 2021, together with all authorizing documents, which evidence the portion of the TOTAL PROJECT COST that requires repayment to TWDB, identified as L1001231.
21. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT –
 - A. Environmental Compliance. The County must comply with all environmental conditions and must implement environmental mitigation measures as required through TWDB environmental review under 31 TAC § 363.14.
 - B. The County may not begin construction of the PROJECT until the environmental finding under 31 TAC § 363.14 is issued.
 - C. The County must include the following language in the advertisement for bids for all contracts for construction or construction materials receiving funds from the Flood Infrastructure Fund (FIF):

Any contract(s) awarded under this solicitation is/are subject to the United States Iron and Steel (U.S. I&S) requirements of Texas Government Code Chapter 2252, Subchapter G, if applicable.

- D. The County must include the following United States Iron and Steel Requirement language in all contracts for construction or construction materials:

Subcontractor acknowledges to and for the benefit of Contractor and TWDB that it understands the goods and services under this Subcontract are being partially funded with monies made available by the Flood Infrastructure Fund (FIF). This fund has statutory requirements commonly known as "United States Iron and Steel" that require all of the iron and steel products used in the project to be produced in the United States ("United States Iron and Steel Requirement"), including iron and steel products provided by Subcontractor pursuant to this Agreement. Subcontractor hereby represents and warrants to and for the benefit of Contractor and TWDB that (a) Subcontractor has reviewed and understands the United States Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the United States Iron and Steel Requirement, unless a waiver of the requirement is approved or an exemption applies under Texas Government Code § 2252.203(b) and (c) or 31 Texas Administrative Code § 363.41(c)(2), and (c) Subcontractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the United States Iron and Steel Requirement as may be requested by Contractor or TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by Subcontractor will permit Contractor to enforce this Agreement and recover as damages against Subcontractor any loss, expense, or cost (including without limitation attorney's fees) incurred by Contractor resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from TWDB or any damages owed to TWDB by Contractor). Neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) may be amended or waived without the prior written consent of TWDB.

In the execution of the Contract, Subcontractor must be familiar with and at all times must observe and comply with all applicable federal, state, and local laws, ordinances and regulations concerned with the use of iron and steel made in the United States which in any manner affect the conduct of the work, and will indemnify and save harmless the Texas Water Development Board against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by their Subcontractor(s) or employees.

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, the County applied to TWDB, for financial assistance to develop a flood early warning system (FEWS);

Whereas, the County is the entity that will act as administrator of the PROJECT and will be responsible for the execution of this CONTRACT;

Whereas, on TWDB APPROVAL DATE, TWDB approved the County's application for financial assistance for the PROJECT, consisting of reimbursement of the TWDB SHARE OF THE TOTAL PROJECT COST;

Whereas, on December 17, 2020 TWDB determined that the County qualifies for financial assistance pursuant to Texas Water Code § 15.534 and the applicable Flood Intended Use Plan (FIUP) and agreed pursuant to the TWDB Resolution to:

- A. provide a grant in the amount of \$290,000.00 to the County; and
- B. provide financing in the amount of \$210,000.00 to be evidenced by the TWDB's proposed purchase of \$210,000 Val Verde County, Texas Tax Certificates of Obligation, Series 2021;

Now, therefore, TWDB and the County agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

- 1. TWDB enters into this CONTRACT pursuant to Texas Water Code Chapter 15, Subchapter I; **EXHIBIT A**, Original Application; **EXHIBIT B**, Scope of Work; **EXHIBIT C**, Task and Expense Budgets; **EXHIBIT D**, Guidelines for Authors Submitting Contract Reports to the Texas Water Development Board; **EXHIBIT E**, TWDB Guidelines for a Progress Report; and **EXHIBIT F**, Escrow Agreement, which are incorporated herein and made a permanent part of this CONTRACT.
- 2. The County will conduct the PROJECT for the PROJECT AREA, as delineated and described in **EXHIBIT A** and according to the Scope of Work contained in **EXHIBIT B**. The County will be solely responsible for all costs that exceed the Task and Expense Budgets for the PROJECT, **EXHIBIT C**.
- 3. The County must establish formal, direct, and continuous liaisons with all community leaders, cities, counties, councils of governments, river authorities, and all applicable state agencies, districts, federal agencies, including the appropriate

project directors of the U.S. Army Corps of Engineers, and other governmental entities having flood response, mitigation, or protection responsibility within the PROJECT AREA for the purpose of coordinating the Scope of Work with existing studies, plans, or activities and for the purpose of providing the best information to support the PROJECT. The County is responsible for soliciting comments from the general public as to the content and objective of the PROJECT.

- 4. The County must coordinate the PROJECT with existing plans and policies of the entities listed above and all other affected entities.
- 5. The County must hold public meetings with the consultants, local entities, TWDB, and any other interested parties to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act (in accordance with Section II, Article X, Paragraph 2H) and held as determined by the County and TWDB, but at a minimum must be held at the commencement of the PROJECT, near the mid-point of the PROJECT, and upon completion of the Draft Report.
- 6. The County may not begin construction of the PROJECT until the County submits the following information signed and sealed by a licensed Professional Engineer:
 - A. a description and purpose of the project;
 - B. the entities to be served and current and future population;
 - C. the cost of the project;
 - D. a description of alternatives considered and reasons for the selection of the project proposed;
 - E. sufficient information to evaluate the engineering feasibility of the project; and
 - F. maps and drawings as necessary to locate and describe the project area.

ARTICLE III

CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER REQUIREMENTS

- 1. This CONTRACT begins and the County begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.
- 2. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR throughout the project on the same timetable as the PAYMENT

REQUEST SCHEDULE. Interim reports on special topics and/or results must be provided as requested. Instructions for the progress report are shown in **EXHIBIT E**.

3. The County must complete a Draft Report. Draft reports must include a Table of Contents, List of Figures, List of Tables, a List of References, and any other pertinent information such as the Scope of Work or other diagrams, graphics, or tables to explain the procedures and results of the PROJECT. The Draft Report also must include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. The County must deliver electronic copies (one in Portable Document Format (PDF) and one in Microsoft Word format) of the Draft Report to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All draft reports must be prepared according to **EXHIBIT D**. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the County.

All draft and FINAL REPORTS must include, at a minimum, the following:

- A. Communities and/or entities involved in formulating the PROJECT, including dates of contact;
 - B. Public comment;
 - C. Types of equipment installed or proposed equipment (if applicable);
 - D. Location(s) of equipment placement or proposed equipment (if applicable);
 - E. An asset management plan that includes, at a minimum:
 - i. Scheduled maintenance of equipment or proposed equipment (if applicable);
 - ii. Scheduled monitoring of equipment or proposed equipment (if applicable); and
 - iii. A funding plan to cover future costs of maintenance, monitoring, and replacement of equipment (if applicable).
4. The County must consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. The County must attach a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT. The County must submit one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF) to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. The County must submit

one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to the County will state the reasons for rejection and the steps the County needs to take to have the FINAL REPORT accepted and the retainage released. The CONTRACT may be extended if necessary and allowable, based on the state funding source, to allow time for the County to resubmit the FINAL REPORT.

5. EXECUTIVE ADMINISTRATOR may extend the PROJECT COMPLETION DATE and the EXPIRATION DATE upon written approval. The County must notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the PROJECT COMPLETION DATE or sixty (60) days prior to the EXPIRATION DATE that the County is requesting an extension to the respective dates.
6. If the County is a retail public utility as defined in Texas Water Code § 13.002 and the County provides potable water, then the County annually shall perform and file a water audit computing the County's most recent annual system water loss with TWDB. The first water audit shall be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. The County agrees to comply with 31 TAC § 358.6 relating to water audits.
7. During the Term of this Agreement, the County must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days after the close of the County's fiscal year.

ARTICLE IV COMPENSATION AND REIMBURSEMENT

1. TWDB agrees to compensate and reimburse the County in a total amount not to exceed TWDB SHARE OF THE TOTAL PROJECT COST for costs incurred by the County pursuant to performance of this CONTRACT. The County will contribute local funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse the County for ninety-five percent (95%) of TWDB's share of each Outlay Report. Pending the County's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, TWDB will pay the retained five percent (5%) to the County. If the PROJECT involves construction or installation activities, the EXECUTIVE ADMINISTRATOR will not provide written acceptance of the PROJECT

until the County submits documentation written by a licensed engineer stating that the PROJECT was constructed and/or installed in accordance with any applicable local, state, and federal requirements.

2. No grant funds will be deposited into the ESCROW ACCOUNT or released until all funds for OBLIGATIONS have been released and the applicable requirements and conditions in 31 TAC § 363.43, relating to Release of Funds, are met.
3. TWDB will deposit the TWDB SHARE OF THE TOTAL PROJECT COST in an approved ESCROW ACCOUNT to be released to the County's CONSTRUCTION ACCOUNT at the direction of the EXECUTIVE ADMINISTRATOR.
4. The County must submit TWDB Outlay Report forms identifying:
 - A. the total amount of expenses incurred by the County for the period covered by the Outlay Report;
 - B. identification and description of LOCAL SHARE OF THE TOTAL PROJECT COST for the billing period, if applicable; and
 - C. invoices, receipts, or other documentation satisfactory in form and in substance to TWDB sufficient to establish the requested amount as an ELIGIBLE EXPENSE incurred by the County.
5. The EXECUTIVE ADMINISTRATOR will authorize the release of the TWDB SHARE OF THE TOTAL PROJECT COST from the ESCROW ACCOUNT when Outlay Reports have been approved by TWDB.
6. The County must use grant funds for ELIGIBLE EXPENSES. The County must return any grant funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of grant funds used for any ineligible or unverified expenses must be credited against verified ELIGIBLE EXPENSES. If the total amount of ELIGIBLE EXPENSES is insufficient to fully offset the amount of improperly expended grant funds, the County must use other funds to fully repay the TWDB. This Section II, Article IV, Item 6 survives the termination or expiration of this Agreement.
7. The County must submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE.
8. The County is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.

9. The County is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 60 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in closure of the CONTRACT. After closure of the CONTRACT, any SURPLUS FUNDS will be unavailable for reimbursement.
10. The County must provide a final accounting of funds expended on the PROJECT. The EXECUTIVE ADMINISTRATOR will provide written instructions to the County to either return to TWDB or deposit into the Interest and Sinking Fund for the OBLIGATIONS any SURPLUS FUNDS remaining after the County has submitted a final accounting to the EXECUTIVE ADMINISTRATOR.
11. The County shall submit payments and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved Task and Expense Budgets contained in **Exhibit C** to this CONTRACT. The County has budget flexibility within Task and Expense Budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 10% of the TOTAL PROJECT COST authorized by this CONTRACT for that task or category. Larger deviations shall require approval by EXECUTIVE ADMINISTRATOR, which will be documented through an Approved Budget Memorandum to the TWDB contract file. The County must provide written explanation for the overage and reallocation of the Task and Expense Budget.

ARTICLE V	INTELLECTUAL PROPERTY
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1. It is agreed that all works developed by the County and any subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and the County. The County hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the County agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and the County each have full and unrestricted rights to use such works with no compensation obligation.
2. The County must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent of the County and the EXECUTIVE ADMINISTRATOR. This CONTRACT may be terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the County. PROJECT schedule dates and deadlines as outlined in Section I, Article I may not be revised without written approval by TWDB and amendment to this CONTRACT. Upon receipt of such termination notice, the County must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. The County must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay the County that proportion of the prescribed fee which applies to the work that is actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.
2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the County at any time. Upon receipt of such order, the County must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. The County may not resume work under this CONTRACT unless the EXECUTIVE ADMINISTRATOR issues a Restart Order. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.
 - B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between (Contractor Name) and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

1. the Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;
2. payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;
3. ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or the County will become data, materials, and work owned by TWDB, and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;
4. Subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
5. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
6. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury, or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, the County will be considered an independent contractor (in accordance with Section II, Article X, Paragraph 2D) and therefore solely responsible for liability resulting from negligent acts or omissions. The County must obtain all necessary insurance that, in the judgment of the County and consistent with the standard practices of the industry or the County, is necessary to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT.
2. The County is solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the County to perform the subject work.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as

severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT which will remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, the County must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.
- C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
- D. **False Statements.** If the County signs its application with a false statement or it is subsequently determined that the County has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, the County will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.
- E. **Force Majeure.** Neither the County nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

- G. **Applicable Laws.** In consideration of the performance of the mutual agreements set forth in this CONTRACT, the County, by and through its designated and authorized representatives agrees to implement the PROJECT in compliance with all state and federal laws and regulations that may be applicable; Texas Water Code, Chapter 15, Subchapters F and I; 31 Texas Administrative Code Chapter 363; and TWDB Guidance.
- H. **Remedies.** TWDB has all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.
- I. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, THE COUNTY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY THE COUNTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE COUNTY AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- J. **Public Information Act.** The County understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the County is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- K. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a

subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- L. **National Flood Insurance Program.** The appropriate entities within the PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards.
- M. **Investment and Collateralization of Public Funds.** Grant proceeds are public funds and, as such, these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

2. **STANDARDS OF PERFORMANCE**

- A. **Personnel.** The County must assign only qualified personnel to perform the services required under this CONTRACT. The County is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** The County must provide the services and deliverables in accordance with applicable professional standards. The County represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- C. **Procurement Laws.** The County must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this CONTRACT must comply with State and local procurement and contracting laws.
- D. **Independent Contractor.** Both the County and TWDB, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees,

partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- E. **Proprietary and Confidential Information.** The County warrants and represents that any information that is proprietary or confidential and is received by the County from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.
- F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and the County. TWDB's project manager will supervise TWDB's review of the County's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- G. **Nepotism.** The County must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of the County's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.
- H. **Open Meetings.** The County must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. **AFFIRMATIONS AND CERTIFICATIONS**

- A. **Antitrust Affirmation.** The County represents and warrants that, in accordance with Texas Government Code § 2155.005, neither the County nor any firm, corporation, partnership, or institution represented by the County, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal

antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as the County.

- B. **Child Support Obligation Affirmation.** Under Texas Family Code § 231.006, the County certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified grant, loan or payment, and acknowledges that this CONTRACT may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dealings with Public Servants.** Pursuant to Texas Government Code § 2155.003, the County represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. **Debts and Delinquencies Affirmation.** The County agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.
- E. **E-Verify Program.** The County certifies that for contracts for services, the County will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: (1) all persons employed by the County to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by the County to perform work pursuant to the CONTRACT within the United States of America.
- F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, the County certifies that either (1) it meets one of the exemption criteria under § 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the CONTRACT resulting from this solicitation. The County must state any facts that make it exempt from the boycott certification.
- G. **Excluded Parties.** The County certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, the County certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the County must provide the following information:

TWDB Commitment No. G1001230
Page 16 of 21

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with the County: _____
Date of Employment with the County: _____

- I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), the County certifies that neither the County nor any person or entity represented by the County has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), the County certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- J. **Foreign Terrorist Organizations.** The County represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, the County certifies that the County is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.
- L. **Lobbying Prohibition.** The County represents and warrants that TWDB's payments to the County and the County's receipt of appropriated or other funds under the CONTRACT are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- M. **No Conflict of Interest.** The County represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The County also represents and warrants that, during the term of this CONTRACT, the County will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.
- N. **Prior Disaster Relief Declaration.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita,

Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, the County certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

0. **Suspension and Debarment.** The County certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For the TWDB:

Contract Issues:

Texas Water Development Board
Attention: (Project Manager as
assigned by TWDB)
P.O. Box 13231
Austin, Texas 78711-3231
Email: (Project Manager as assigned
by TWDB)

Payment Request Submission:

Texas Water Development Board
Attention: Outlays and Escrows
P.O. Box 13231
Austin, Texas 78711-3231
Email: outlays@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the County:

Contract Issues:

Name
Company
Address
City State ZIP
Email:

Payment Request Submission:

Name
Company
Address
City State ZIP
Email:

Physical Address:

400 Pecan Street
Del Rio, TX 78840

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

VAL VERDE COUNTY

By: Lewis G. Owens Jr.
The Honorable Lewis G. Owens Jr.
Val Verde County Judge

Date: 4.27.21

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

EXHIBIT A
ORIGINAL APPLICATION

TWDB Commitment No. G1001230
Exhibit B, Page 1 of X

EXHIBIT B
SCOPE OF WORK

TWDB Commitment No. G1001230
Exhibit B, Page 1 of X

EXHIBIT C
TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT (\$)
1	Construction	453,500.00
2	Permits	1,500.00
3	Administration	45,000.00
TOTAL		\$ 500,000.00

EXPENSE BUDGET

CATEGORY	AMOUNT (\$)
Salaries & Wages ¹	\$0.00
Fringe ²	0.00
Travel ³	0.00
Subcontract Services	500,000.00
Equipment	0.00
Other Expenses ⁴	0.00
Overhead ⁵	0.00
Profit	0.00
TOTAL	\$ 500,000.00

¹ Salaries and Wages is defined as the cost of salaries of engineers, planners, programmers, scientists, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT. These costs include the following:

- Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
- Indirect salary fringe benefits;
- Accounting and legal services related to normal management and business operations; Travel costs incurred in the normal course of overall administration of the business; Equipment rental;
- Depreciation of furniture, fixtures, equipment, and vehicles;
- Dues, subscriptions, and fees associated with trade, business, technical, and professional organizations;
- Other insurance; Rent and utilities; and Repairs and maintenance of furniture, fixtures, and equipment

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your project. A professional and high-quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.0 Formatting your report

The TWDB format is designed for simplicity. For example, we use Cambria for all text. We use 12-point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.1 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template. Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, "Droughts"), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for example, "Droughts in the High Plains of Texas" or "Evaluating the effects of drought using

groundwater flow modeling"). Please capitalize only the first letter of each word except 'minor' words such as 'and' and 'of'. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we suggest not using more than three or four levels of subdivision except where necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2) and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.2 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch (dpi)** and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics must be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.
2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is complete. Graphics should remain within the 1-inch page margins of the template (6.5 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte's books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image—200 dpi is a minimum. Try to create your figures at the same size they will be in the report, as resizing them in Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if

using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

2.2.3 Use of Figures, Graphics, and Photographs

Figures and photographs (and tables) need to be your own unless you have written permission from the publisher that allows us to reprint them (we will need a copy of this permission for our records). Avoid using any figures or photographs taken off the Internet or from newspapers or magazines—these sources are difficult to cite, and it is often time-consuming and expensive to gain permission to reproduce them.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

Table text heading*								
Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10 point Times New Roman.

%GW = percent groundwater

Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units. All units of geologic time should conform to the most recent geologic timescale (Gradstein and others, 2004). A summary of this timescale is available from the International Commission on Stratigraphy’s website at <http://stratigraphy.org/chus.pdf>.

4.0 Citations and references

It is important to give credit where credit is due. Therefore, be sure to use the appropriate citations and include references in your paper.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting!).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1.

8.0 References

Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, A geologic time scale 2004: Cambridge, Cambridge University Press, 610 p.

Tufte, E. R., 1983, The visual display of quantitative information: Cheshire, C.T., Graphics Press, 197 p.

Tufte, E. R., 1990, Envisioning information: Cheshire, C.T., Graphics Press, 126 p.

Tufte, E. R., 1997, Visual explanations: Cheshire, C.T., Graphics Press, 156 p.

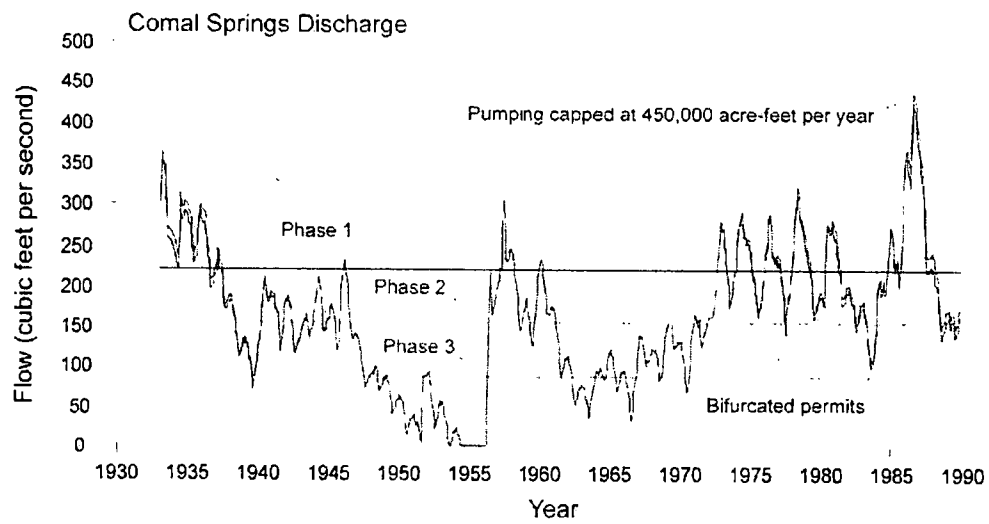


Figure 1. A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.

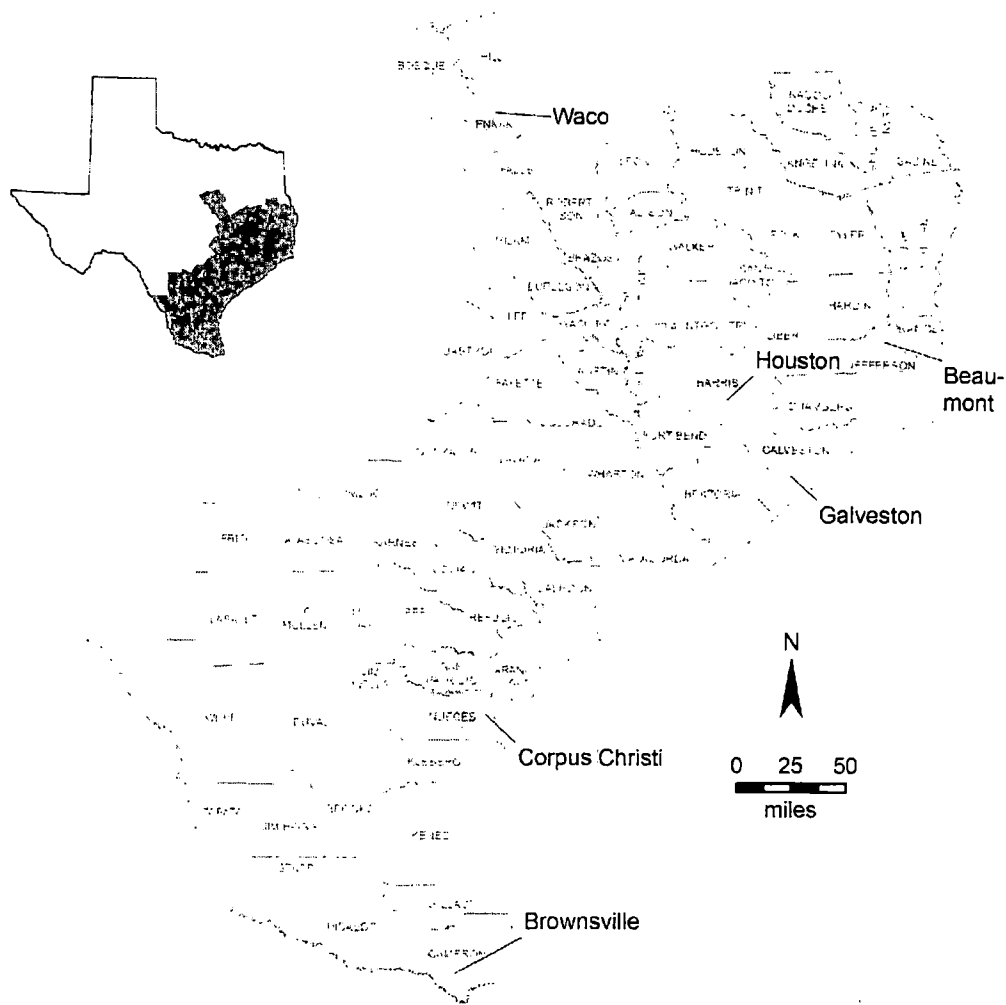


Figure 2. A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 pt.

EXHIBIT E

TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Contractors are required by their contracts to provide Progress Reports according to the ***"Payment Request Schedule"***.

The progress report should contain the following standard elements:

- Date: Date the memo is sent
- To: Name and position of the reader
- From: Name and position of the writer
- Subject: TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/18 – 11/30/18)

Work Completed: *(The next section of a progress report explains what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made)*

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters

Task 2: Completed sample collection throughout river reach.

Task 3: No work completed in reporting period.

Problems:

If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and give tell the reader when you think you will have them solved.

EXHIBIT F
ESCROW AGREEMENT

TWDB Commitment No. G1001230
Exhibit F, Page 1 of X

ESSER & COMPANY CONSULTING LLC

Contract For Administration Management Services For Val Verde County TWDB Flood Infrastructure Fund – Early Warning System

PART I AGREEMENT

THIS AGREEMENT, by the authority of the Texas Government Code Chapter 2254, Subchapter A, Professional Services, entered into this 29th day of September 2020, by and between the County of Val Verde, hereinafter called the "County", acting herein by Lewis G. Owens Jr., Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "Sub-Contractor", acting herein by Carl Esser, Consultant, hereunto duly authorized.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement the Texas Water Development Board (TWDB) Flood Infrastructure Fund 2020 Early Warning System under the general direction of the Texas Water Development Board (TWDB) (hereinafter called "TWDB") Program administered by the Texas Water Development Board; and Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional /administration services in connection with this TWDB Project #13795.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Sub-Contractor will perform the services set out in Part II. Scope of Services.

2. Time of Performance - The services of the Sub-Contractor shall commence on September 29, 2020. In any event, all of the services required and performed hereunder shall be completed no later than September 29, 2022.

3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Sub-Contractor. 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 TWDB, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Sub-Contractor which are pertinent to the TWDB award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TWDB contract.

5. By executing this Contract, the Sub-Contractor accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The Sub-Contractor shall comply with and cooperate in any such investigation or audit. The Sub-Contractor agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Sub-Contractor also agrees to include a provision in any subcontract related to this contract that requires its contracting parties to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract

6. The Sub-Contractor and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the BOARD. Accounting by the Sub-Contractor and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
 7. The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the Sub-Contractor or its contracted parties pursuant to this CONTRACT shall become the joint property of the Sub-Contractor, COUNTY, and the BOARD. Materials shall not be copyrighted or patented by the Sub-Contractor or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the Sub-Contractor or its Sub-Contractors will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a BOARD copyright and produced by the Sub-Contractor or BOARD pursuant to this CONTRACT may be printed by the Sub-Contractor or the BOARD at their own cost and distributed by either at their discretion. The Sub-Contractor may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials.
The Sub-Contractor and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.
 8. This Contract and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Sub-Contract transcends the biennium in which this Contract is entered into, this Contract is specifically contingent upon the continued authority of the BOARD and appropriations therefore.
 9. For the purpose of this CONTRACT, the Sub-Contractor will be considered an independent Sub-Contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The Sub-Contractor shall obtain all necessary insurance, in the judgment of the Sub-Contractor, to protect themselves, the Sub-Contractor, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The Sub-Contractor shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the Sub-Contractor may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the Sub-Contractor, arising out of the activities under this CONTRACT.
 10. Retention of Records - The Sub-Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
 11. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$45,000.00. Payment to the Sub-Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
-

12. Indemnification – The Sub-Contractor 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 attorneys' fees, arising out of the Sub-Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TWDB contract, 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.
13. Miscellaneous Provisions
- a. This Agreement shall be construed under and in 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.
 - f. The parties shall not construe this Contract and Agreement as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this CONTRACT transcends the biennium in which this CONTRACT is entered into, this CONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
 - g. This Agreement is subject to audit by the Texas State Auditor's Office and requiring the Sub-Contractor to cooperate with any request for information from TWDB Project 13795.
 - h. Payments under the subcontract are contingent upon the appropriation of funds by the Texas Water Development Board.
 - i. Data, materials and work papers, in any media, that are gathered, compiled, adapted for use or generated by the Sub-Contractor or the Sub-Contractor become data, materials and work owned by the TWDB and that Sub-Contractor has no proprietary rights in such data, materials and work papers.
 - j. Timely and accurate books and records of accounts according to generally acceptable accounting principles shall be kept by Esser & Company Consulting LLC at all times.
 - k. The Sub-Contractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that Sub-Contractor is solely responsible for

obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity.

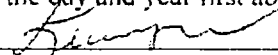
1. This agreement acts an independent Sub-Contractor and that the TWDB shall have no liability resulting from any failure of Sub-Contractor that results in breach of CONTRACT, property damage, personal injury or death.

14 Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County and the Sub-Contractor 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 County and Sub-Contractor.

15. That in the event TWDB funds are not awarded to Val Verde County, this contract shall be terminated by Val Verde County.

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

BY: 

Lewis G. Owens Jr.

(Printed Name)

Val Verde County Judge

(Title)

BY: 

Carl Esser

(Printed Name)

Consultant, Esser & Company Consulting LLC

(Title)

PART II
SCOPE OF SERVICES

The Sub-Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TWDB regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TWDB.
7. Prepare and submit to TWDB documentation necessary for amending the TxCDBG contract.
8. Assist in conducting re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports..
10. Prepare Financial Information Report for County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property: if applicable
 - Submit required reports concerning acquisition activities to TWDB;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TWDB Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from the TWDB.

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TWDB.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TWDB program income.

C. Environmental Review

1. Assist in the Preparation of the environmental assessment.

2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TWDB.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TWDB.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TWDB contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TWDB contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TWDB in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from DOL.
6. Provide sample TWDB contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TWDB.
9. Verify construction Sub-Contractor eligibility with SAM.GOV.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to DOL.
13. Issue Notice of Start of Construction to TWDB.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TWDB prior to execution with the construction Sub-Contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TWDB.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.

3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TWDB audit guidelines.

PART III PAYMENT SCHEDULE

Val Verde County shall reimburse Esser & Company Consulting LLC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee	
• Establishment of Recordkeeping System	5%	\$2,000.00
• Completion of Environmental/Special Conditions Clearance	15%	\$6,000.00
• Completion of all Acquisition Activities	10%	\$4,000.00
• Completion of the Bid/Contract Award Process	15%	\$6,000.00
• Labor Standards Compliance/Completion of Construction	15%	\$6,000.00
• Comply with EEO / Fair Housing Requirements	10%	\$4,000.00
• Program and Financial Management	20%	\$8,000.00
• Filing of all Required Close-out Information	10%	\$4,000.00
Total	100%	\$40,000.00

SPECIAL SERVICES: \$5,000.00 - Final Report to the Texas Water Development Board

The Sub-Contractor shall complete and submit a Report at the end of the project. The report shall include an *Executive Summary*, an *Introduction* describing the project or research performed; a *Methodology* section to describe any materials, procedures, or models used; *Results* to describe any analyses, activities, or data collected, *Conclusions* of the PROJECT, and Recommendations as appropriate. The Report shall include a Table of Contents, List of Figures, List of Tables, a List of References, and any other pertinent information such as the scope of work or other diagrams, graphics, or tables to explain the procedures and results of the study. The Report shall include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. The Sub-Contractor shall deliver four (4) double-sided copies and one electronic copy (one in Portable Document Format (PDF) and one in Microsoft Word format) of the Report to the EXECUTIVE ADMINISTRATOR no later than the Project Completion Date. All reports shall be prepared according to *Guidelines For Authors Submitting Contract Reports To The Texas Water Development Board*.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Sub-Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Sub-Contractor, and the County may set-off the damages it incurred as a result of the Sub-Contractor's breach of contract from any amounts it might otherwise owe the Sub-Contractor.

2. Termination for Convenience of the County.
County may at any time and for any reason terminate Sub-Contractor's services and work at County's convenience upon providing written notice to the Sub-Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Sub-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, Sub-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 Sub-Contractor as are permitted by the prime contract and approved by 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 Sub-Contractor prior to the date of the termination of this Agreement. Sub-Contractor shall not be entitled to any claim or claim of lien against 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 Sub-Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Sub-Contractor'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 Agreement 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor, 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 Sub-Contractor 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. 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.

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

2. 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 Sub-Contractor.
3. Compliance with Local Laws. The Sub-Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Sub-Contractor 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.
4. 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 the TWDB award between TWDB and the County shall have any personal financial interest, direct or indirect, in the Sub-Contractor or this Agreement; and the Sub-Contractor 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 TWDB award between TWDB and the County shall have any personal financial interest, direct or indirect, in the Sub-Contractor or this Agreement; and the Sub-Contractor shall take appropriate steps to assure compliance.
 - c. Sub-Contractor and Employees. The Sub-Contractor warrants and represents that it has no conflict of interest associated with the TWDB award between TWDB and the County or this Agreement. The Sub-Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TWDB award between TWDB and the County or in any business, entity, organization or person that may benefit from the award. The Sub-Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
5. Debarment and Suspension (Executive Orders 12549 and 12689). The Sub-Contractor 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 Sub-Contractor. The Sub-Contractor 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 Sub-Contractor agrees as follows:

- a. The Sub-Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor's legal duty to furnish information.
- d. The Sub-Contractor 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 Sub-Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor'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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor or vendor. The Sub-Contractor 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 Sub-Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor or vendor as a result of such direction by the administering agency the Sub-Contractor 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 Sub-Contractor 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 Rehabilitation Act of 1973, as amended. The Sub-Contractor 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 Sub-Contractor 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.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

19. 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 contract 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 contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Sub-Contractor agrees to send to each labor organization or representative of workers with which the Sub-Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-Contractor'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 Sub-Contractor 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 Sub-Contractor is in violation of the regulations in 24 CFR part 135. The Sub-Contractor will not subcontract with any Sub-Contractor where the Sub-Contractor has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.

e. The Sub-Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Sub-Contractor 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 Sub-Contractor'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 Agreement 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).

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$500,000 TO VAL VERDE COUNTY
FROM THE FLOOD INFRASTRUCTURE FUND
THROUGH THE PROPOSED PURCHASE OF
\$210,000 VAL VERDE COUNTY, TEXAS TAX CERTIFICATES OF OBLIGATION
PROPOSED SERIES 2021
AND
THE EXECUTION OF A GRANT AGREEMENT IN THE AMOUNT OF \$290,000**

(20-101)

WHEREAS, Val Verde County (County), Texas, has filed an application for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I, to finance the planning, design, and construction of a flood early warning system project, identified as Project No. 40062 (Project); and

WHEREAS, the County seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$500,000 through the TWDB's proposed purchase of \$210,000 Val Verde County, Texas Tax Certificates of Obligation, Proposed Series 2021 (together with all authorizing documents (the Obligations)) and \$290,000 through execution of a Grant Agreement, all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the County has offered a pledge of ad valorem taxes as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP); and
2. the County has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2); and
3. that in its opinion the taxes and or revenues pledged by the County will be sufficient to meet all Obligations assumed by the County in accordance with Texas Water Code § 15.536(3); and
4. that the County is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP; and

5. that the County has demonstrated that the benefit-cost ratio of the Project meets the requirements of the FIUP; and
6. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP; and
7. that the County has demonstrated that the application meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project; and
8. that the Project was developed using the best and most recent available data, in accordance with the FIUP.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Val Verde County for financial assistance in the amount of \$500,000 from the Flood Infrastructure Fund, to be evidenced by the TWDB's proposed purchase of \$210,000 Val Verde County, Texas Tax Certificates of Obligation, Proposed Series 2021 and the execution of a Grant Agreement in the amount of \$290,000. This commitment will expire on June 30, 2021.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the County has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the County;
3. this commitment is contingent upon the County's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;
4. the County shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the County will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the County must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
7. the Obligations must provide that the County will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;
8. the Obligations must contain a provision requiring the County to maintain insurance coverage sufficient to protect the TWDB's interest in the Project;
9. the Obligations must include a provision wherein the County, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the County's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the County's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the County is an obligated person with respect to such bonds under SEC Rule 15c2-12;
10. the Obligations must contain a provision requiring the County to levy a debt service tax rate and collect taxes sufficient to produce taxes or revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;
11. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;
12. the Obligations must include a provision requiring the County to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;

13. the Grant Agreement must include a provision stating that the County shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;
14. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
15. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
16. financial assistance proceeds shall not be used by the County when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the County agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the County, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
17. the Obligations must contain a provision stating that the County shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
18. the Obligations must provide that the County will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
19. the Obligations must contain a covenant that the County will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");
20. the Obligations must contain a provision requiring the City to submit quarterly status reports on the progress of the project that details information requested by the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the project.

Conditions to Close or for Release of Funds:

21. prior to closing, the County shall submit documentation evidencing the adoption and implementation of sufficient rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all debt service requirements;
22. prior to the release of funds for the relevant services, and if required under the TWDB's financial assistance program and if not previously provided with the application, the County shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
23. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the County shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
24. prior to closing, the County's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the County when rendering this opinion;

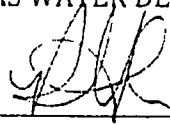
PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

25. prior to closing, the County shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator; and
26. prior to commencing construction of the Project, the City must submit the information listed in 31 TAC § 363.13, signed and sealed by a professional engineer registered in the State of Texas.

APPROVED and ordered of record this, the 17th day of December, 2020.

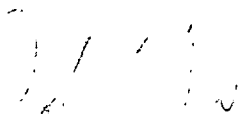
TEXAS WATER DEVELOPMENT BOARD



Peter M. Lake, Chairman

DATE SIGNED: 12/17/20

ATTEST:



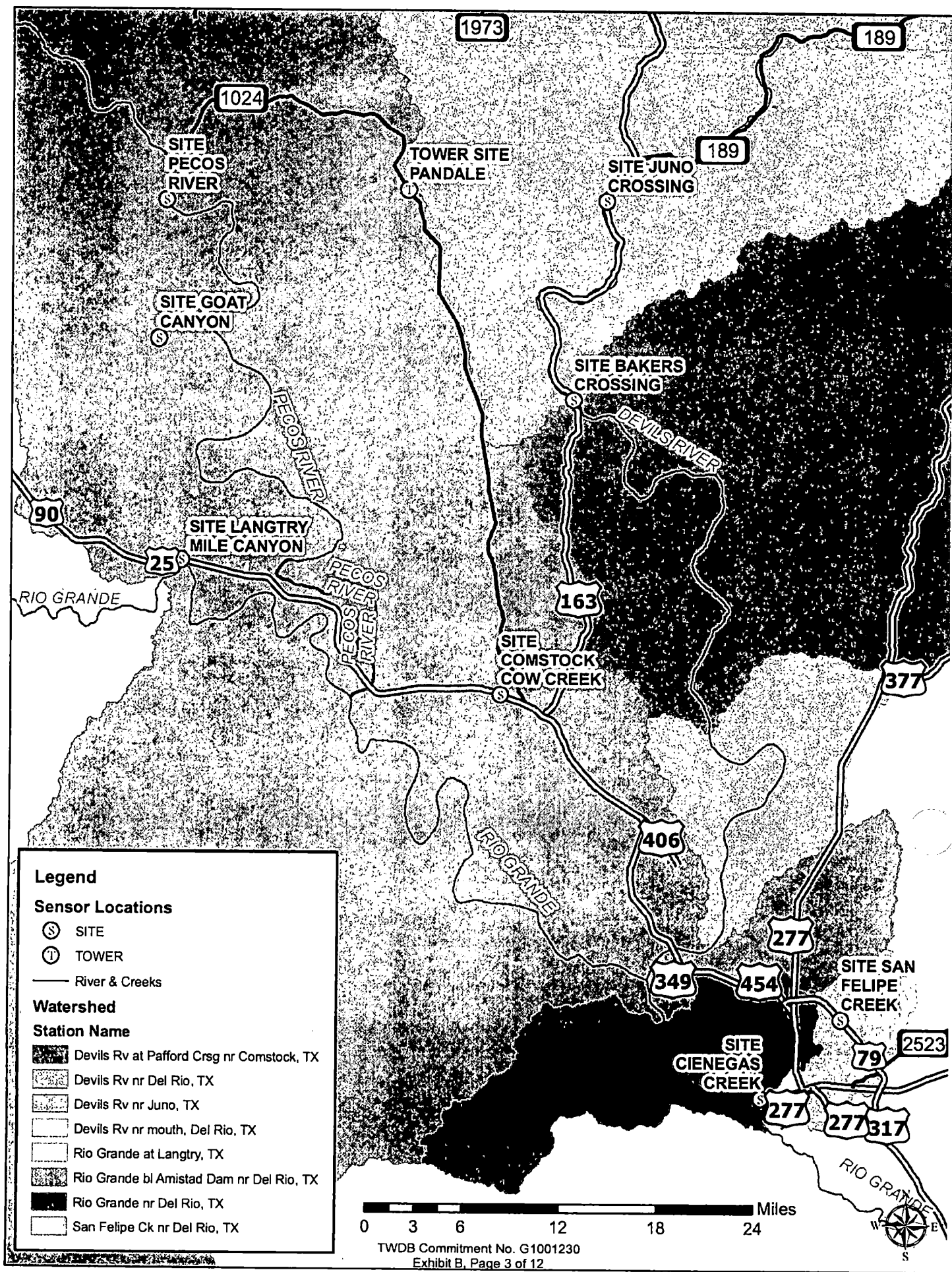
Jeff Walker, Executive Administrator

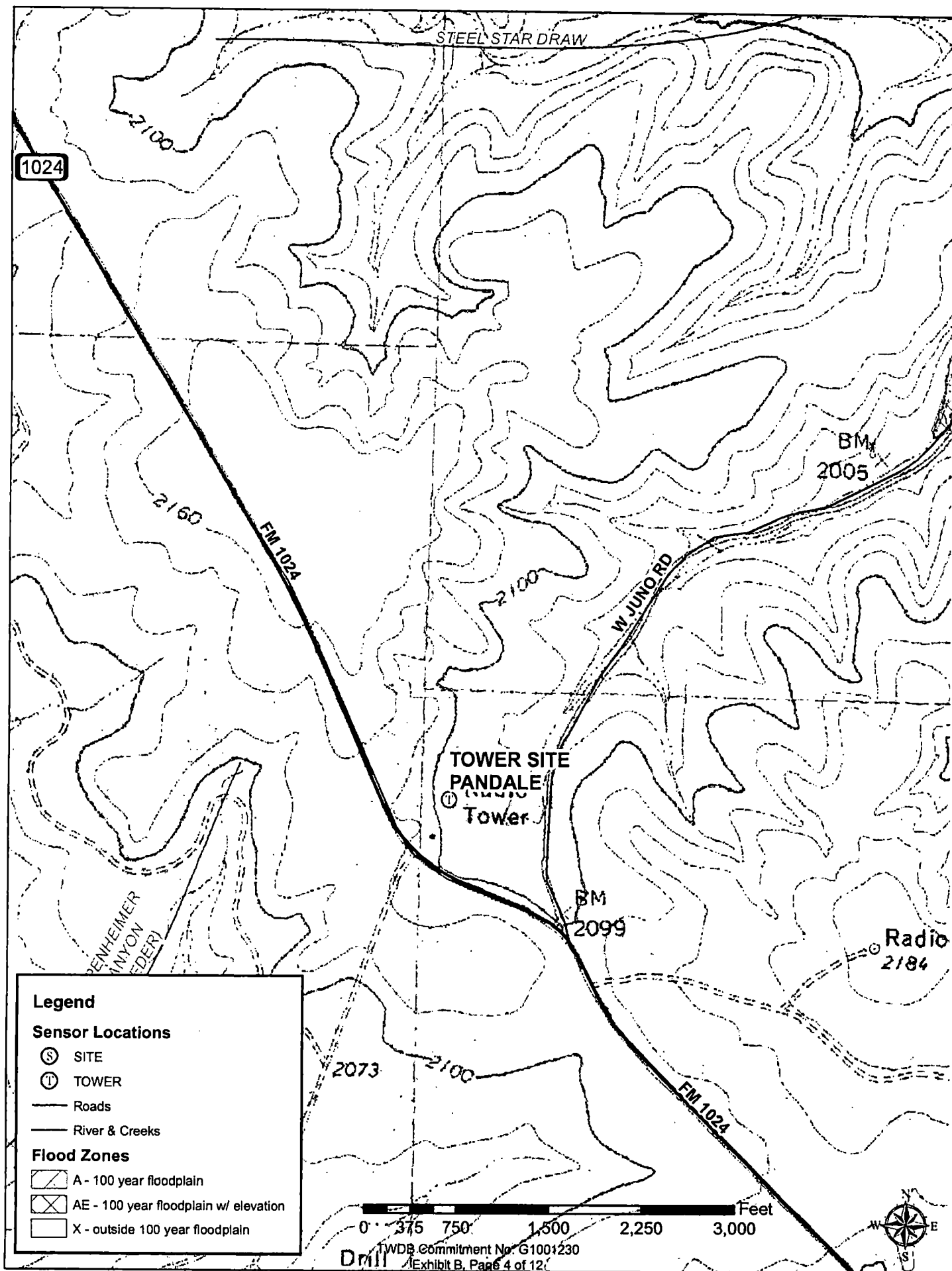
EXHIBIT B
SCOPE OF WORK

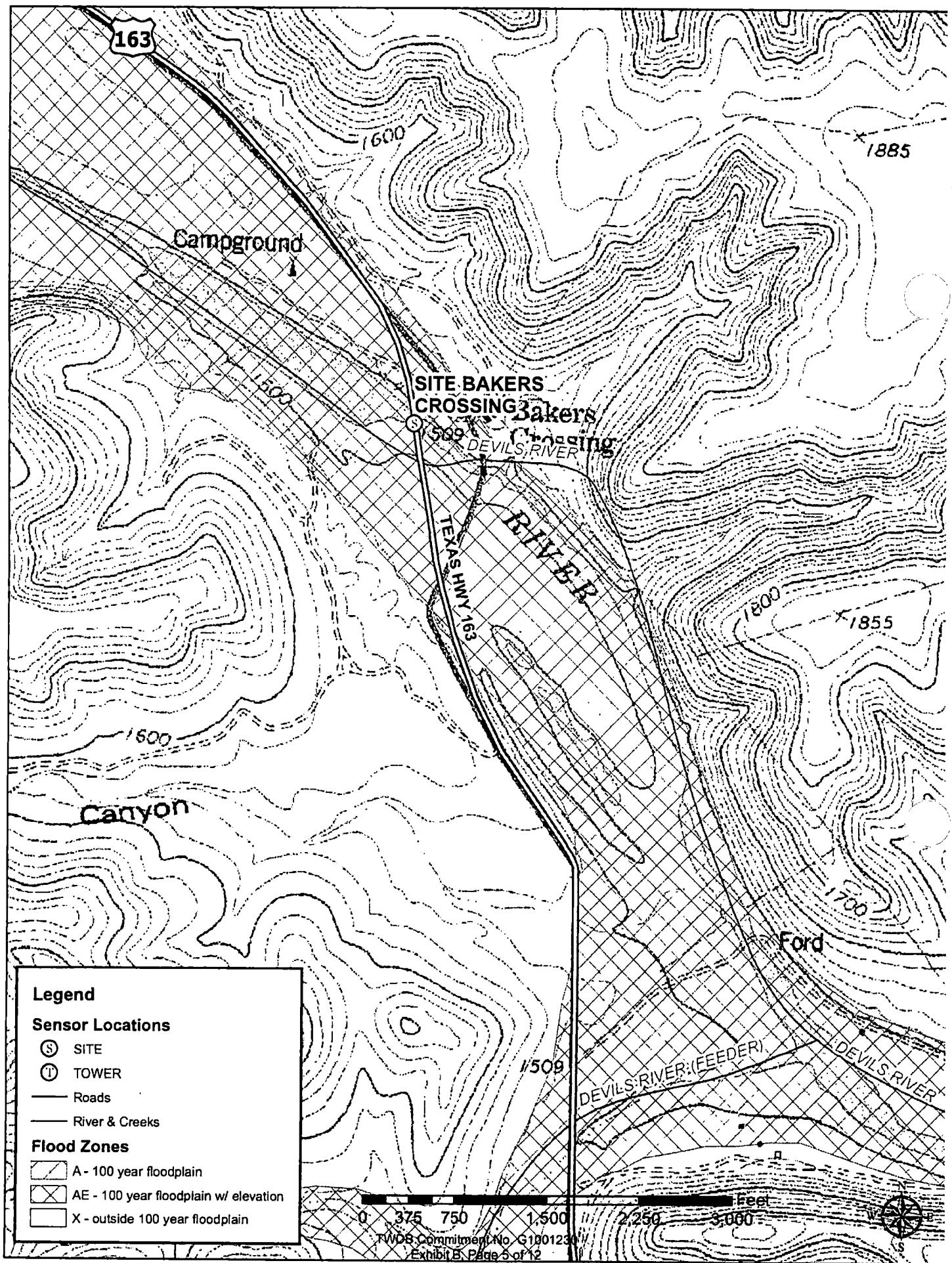
TWDB Commitment No. G1001230
Exhibit B, Page 1 of 12

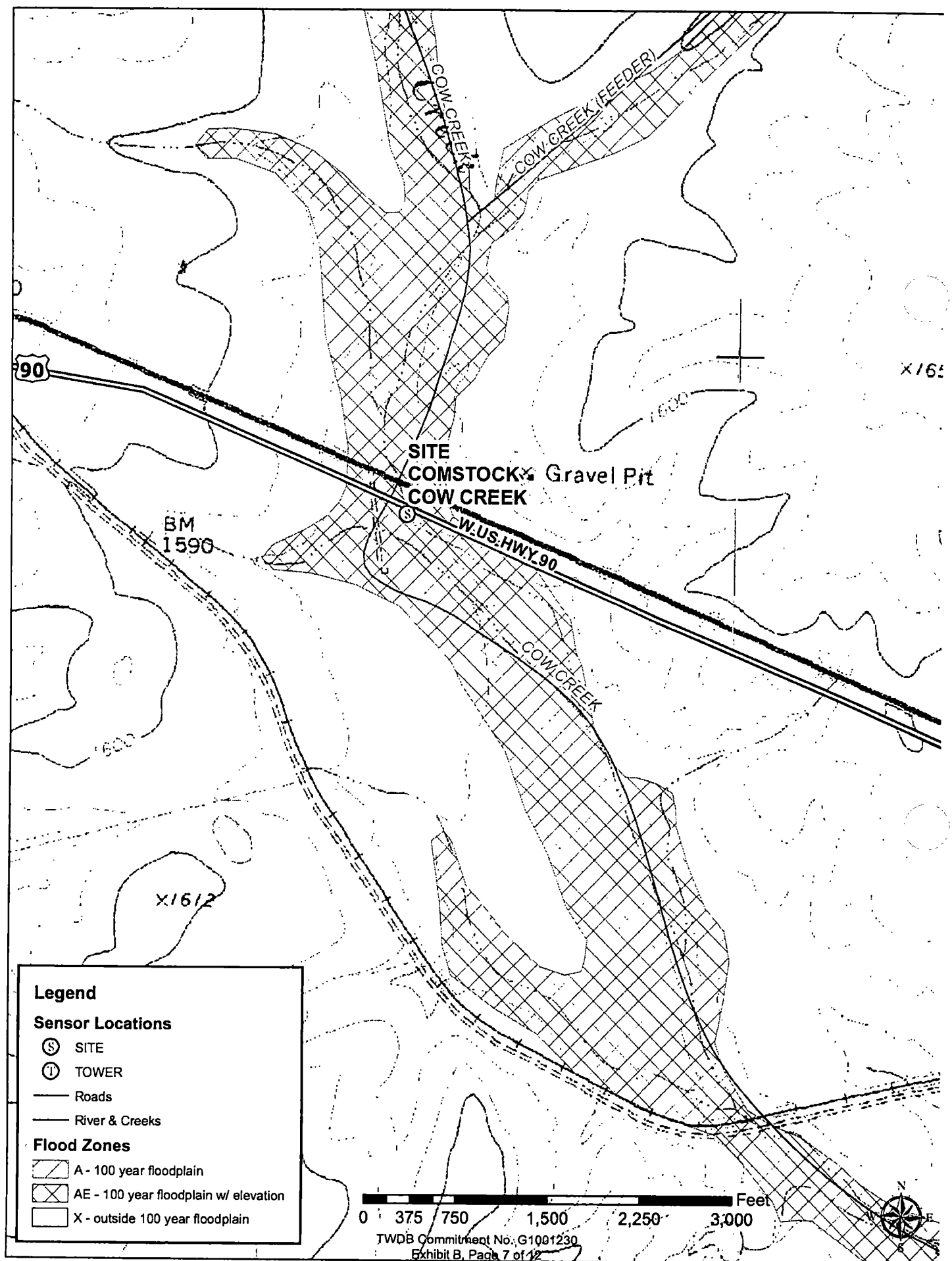
Item #15

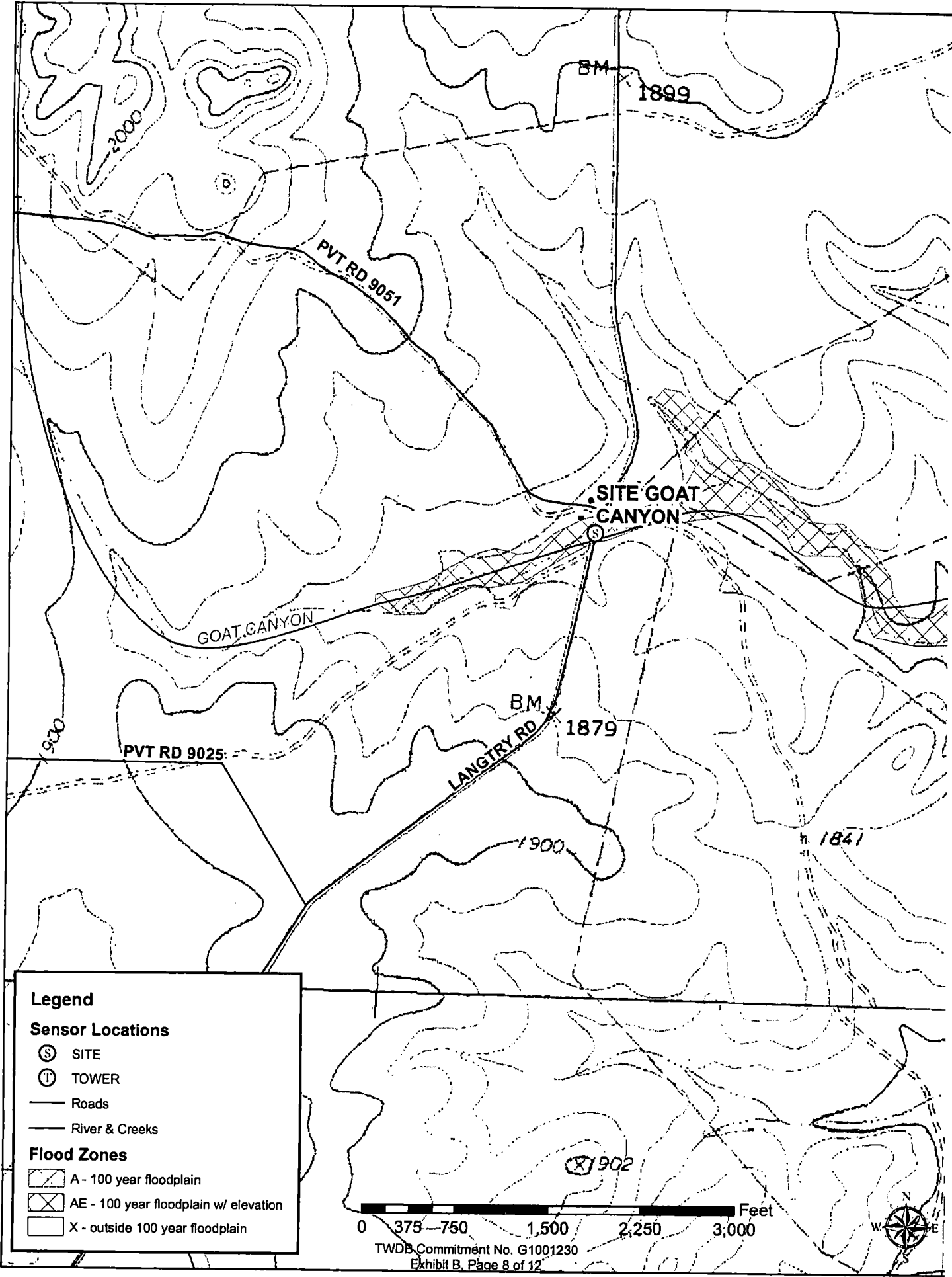
TASK	DESCRIPTION	AMOUNT	SCHEDULE	TEAM
1	Procurement of Flood Early Warning System Communication Tower	\$ 300,000.00	1/1/2021 7/1/2021	VAL VERDE COUNTY COMMISSIONERS COURT
2	Procurement of Base Station with web based Notification	\$ 27,500.00	8/1/2021	VAL VERDE COUNTY COMMISSIONERS COURT
3	Procurement of Flood Monitoring Equipment, Rainfall Gauges and Stream Flow Gauges	\$ 90,000.00	1/1/2021- 7/1/2021	VAL VERDE COUNTY COMMISSIONERS COURT
4	Installation of equipment by certified technicians	\$ 36,000.00	8/1/2021- 1/1/2022	VAL VERDE COUNTY COMMISSIONERS COURT
5	FCC Licensing	\$ 1,500.00	1/1/2022	VAL VERDE COUNTY COMMISSIONERS COURT
6	Project Management	\$40,000.00	1/1/2021 1/1/2022	ESSER & COMPANY CONSULTING LLC
7	Executive Summary Final Report to Texas Water Development Board	\$5,000.00	1/1/2022	ESSER & COMPANY CONSULTING LLC
TOTAL		\$500,000.00		

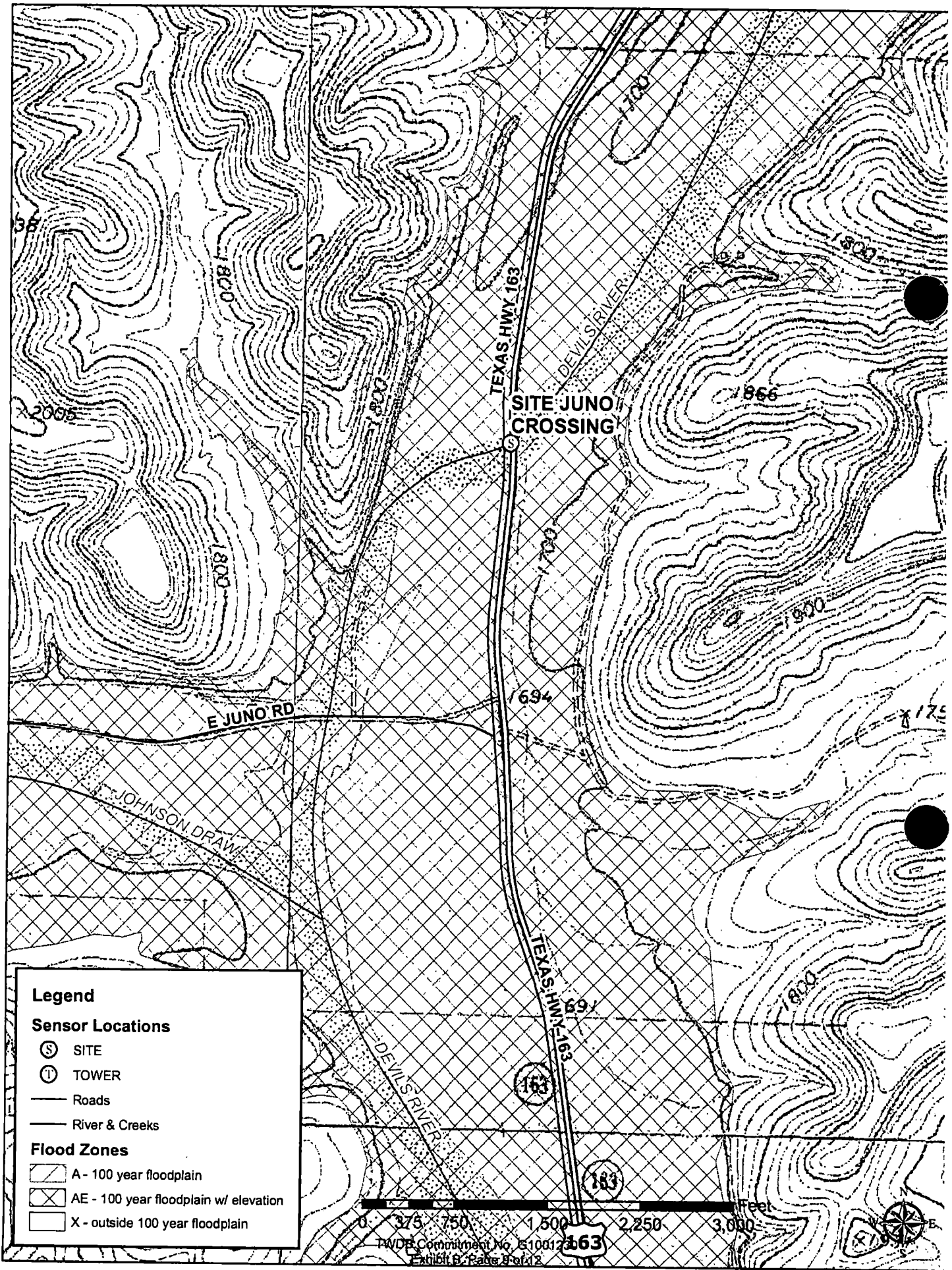


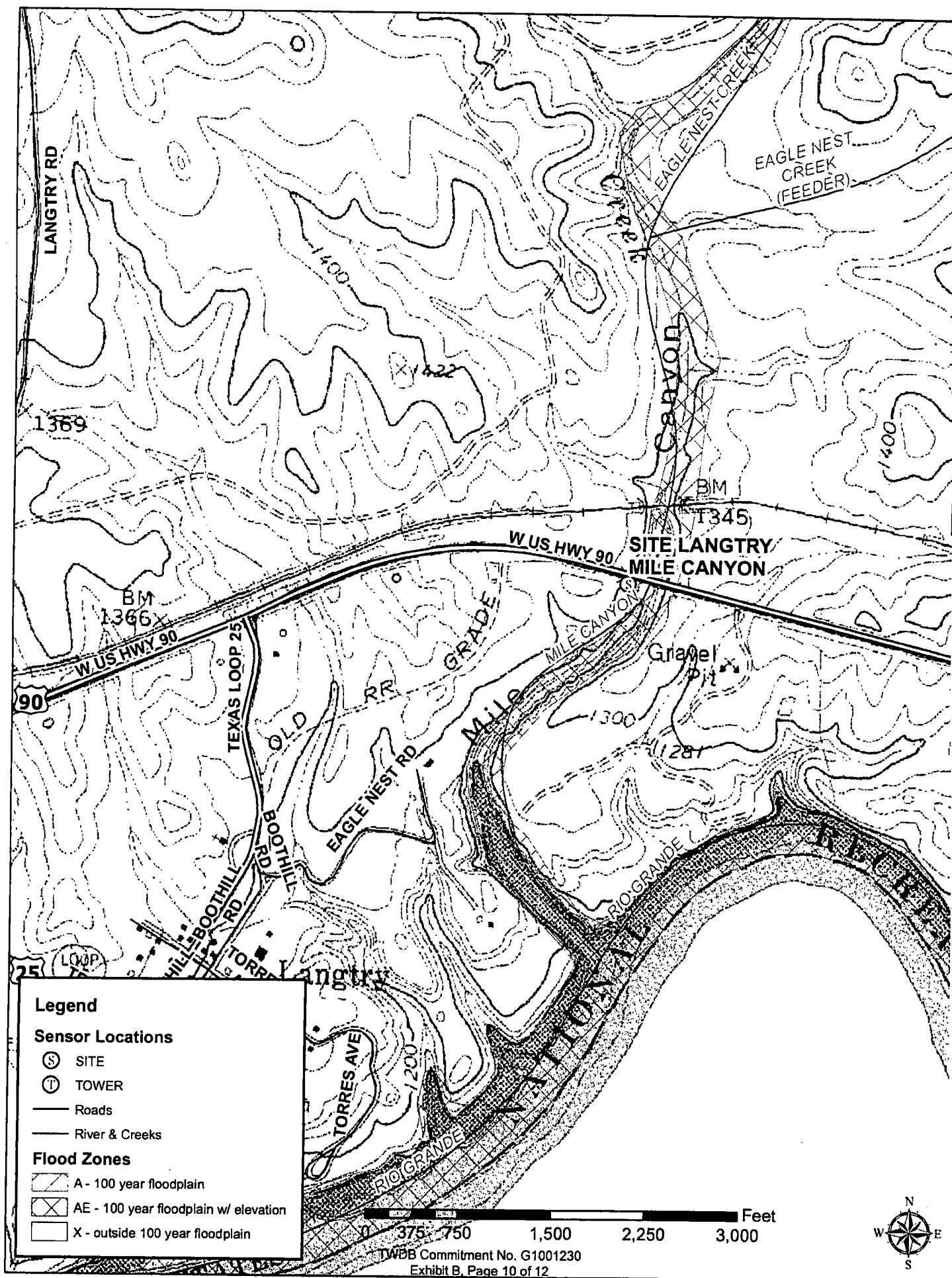


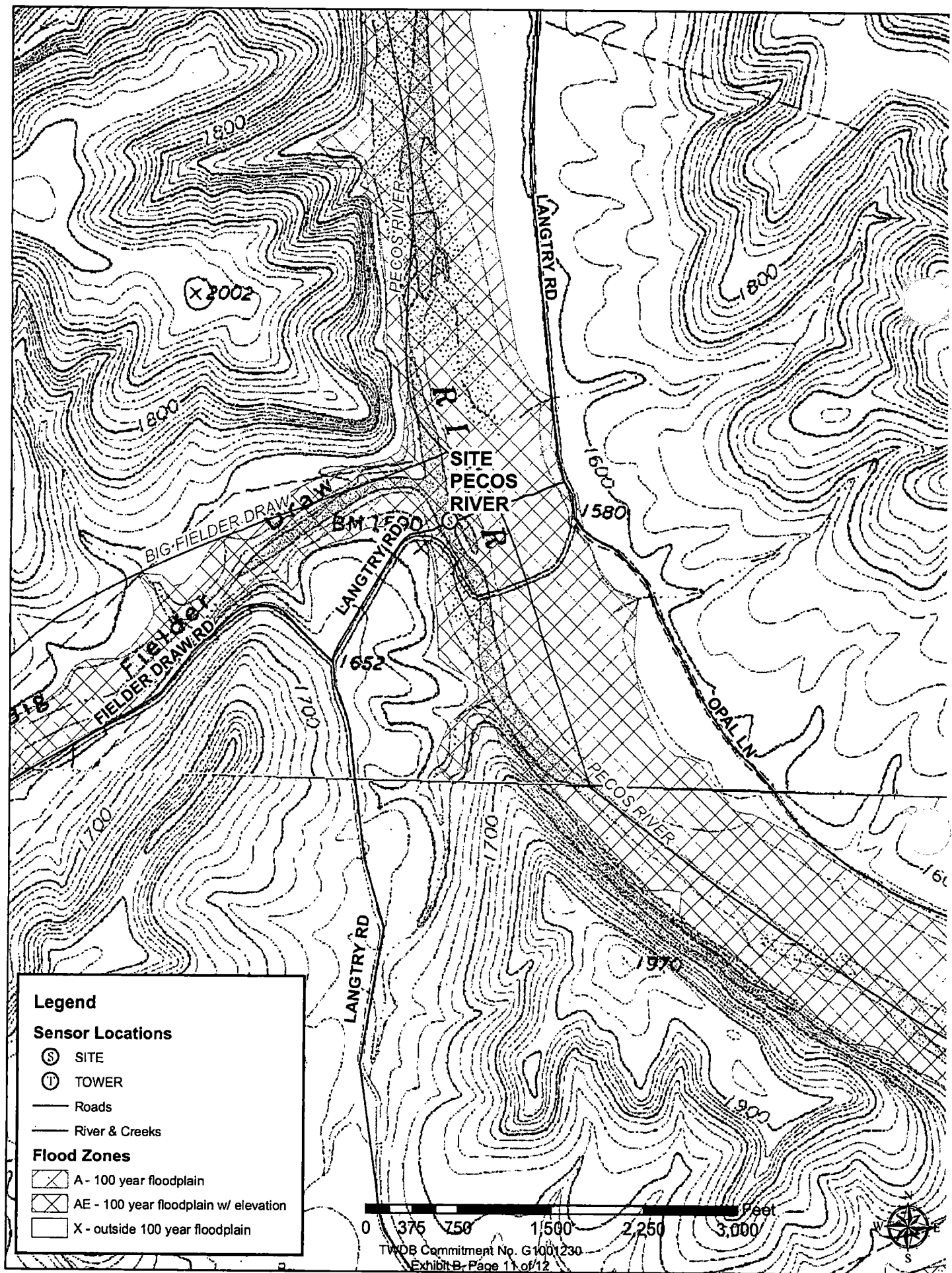


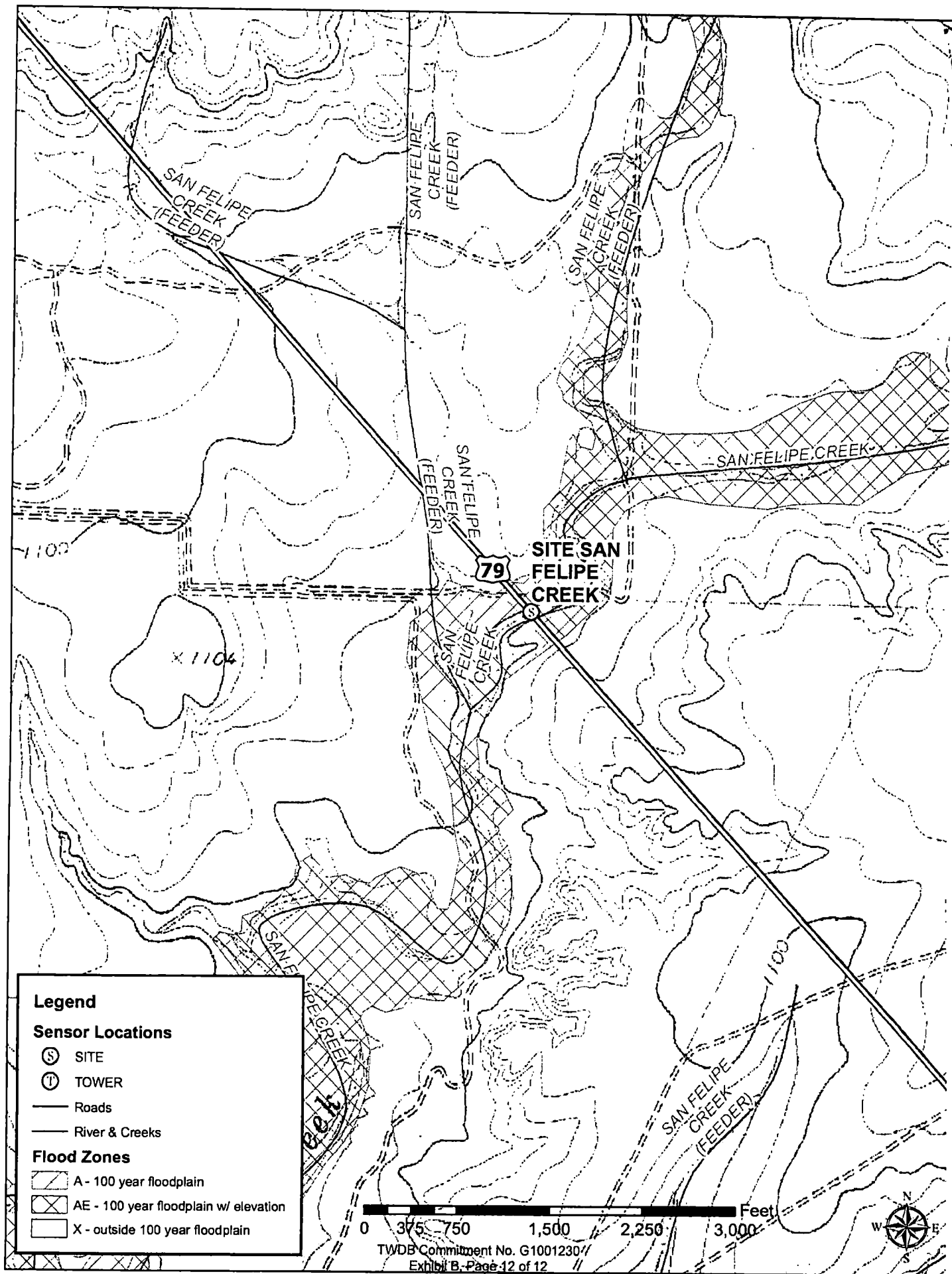












ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between <<NAME OF ENTITY>>, a political subdivision of the State of Texas in <<NAME OF COUNTY>>, Texas, (<<ENTITY>>), acting by and through _____ and _____, as Escrow Agent together with any successor in such capacity;

WITNESSETH:

WHEREAS, pursuant to [an [Ordinance/Resolution/Order] finally adopted on _____, 20__ ([Ordinance/Resolution/Order]), <<NAME OF ENTITY>> authorized the issuance of <<\$_____ <<NAME OF ENTITY>> <<NAME OF BONDS/CERTIFICATES OF OBLIGATION>>, Series _____, dated _____>>] OR [a [Loan Agreement and Promissory Note /Principal Forgiveness Agreement/Grant Agreement], pursuant to which the <<ENTITY>> will accept certain contractual obligations] (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a project identified as Project No. <<XXXXXX>> (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the <<ENTITY>> to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number(s) <<COMMITMENT NO(S)>> shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the <<ENTITY>> and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be

considered as a banking deposit by the <<ENTITY>>, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "<<NAME OF ENTITY>>, <<[BONDS/CERTIFICATES OF OBLIGATION] OR [NAME OF LOAN AGREEMENT AND PROMISSORY NOTE/PRINCIPAL FORGIVENESS AGREEMENT/GRANT AGREEMENT]>>, Texas Water Development Board <<COMMITMENT NO.>> Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the <<ENTITY>> but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the [Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement] and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the <<ENTITY>> and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the <<ENTITY>>'s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the [Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement]. The <<ENTITY>> shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the

[Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement], that being the sole obligation of the <<ENTITY>>.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the <<ENTITY>> and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the <<ENTITY>> and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the <<ENTITY>> and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the <<ENTITY>> or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The <<ENTITY>> is responsible for ensuring that the following criteria are satisfied in selecting the successor

escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the <<ENTITY>> and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the <<ENTITY>> must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the <<ENTITY>> has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the <<ENTITY>>. Whether appointed by the <<ENTITY>> or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the <<ENTITY>>.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

(Printed Name of Escrow Agent)	Executive Administrator
Physical (Street) Address	Texas Water Development Board
Phone Number	1700 North Congress Avenue
Fax Number	Austin, Texas 78701
Email Address	

<<AUTHORIZED AGENT>>
<<LEGAL NAME OF ENTITY>>
<<PHYSICAL ADDRESS>>

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the <<ENTITY>> and supersedes any other agreements,

whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the <<ENTITY>> and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the <<ENTITY>> but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

<<NAME OF ENTITY>>

By: _____
Authorized Representative

Date: _____

<< NAME OF ENTITY>>

Address:

(Seal)

<<NAME OF BANK>>,
as Escrow Agent

By: _____
Title: _____
Date: _____

Address:

(Bank Seal)

EXHIBIT A
Fee Schedule



TxCDBG REQUEST FOR PAYMENT

Grant Recipient:

Val Verde County

Contract No.:

7217013

Request No:

22

Region: MRGDC

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

Contract Period: From: 2/1/2018

To: 2/1/2022

Period Covered
by this Report:

From: 2/1/2018

To: 4/17/2021

Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
05 - Public Services	\$ 150,000.00	\$ 5,019.84	\$ 98,153.33	\$ 46,826.83	69%
14A - Rehab Single Unit Res	\$ 720,000.00	\$ 56,232.20	\$ 583,940.81	\$ 79,826.99	89%
21A - General Administration	\$ 225,000.00	\$ 0.00	\$ 168,750.00	\$ 56,250.00	75%
12 - Construction of Housing	\$ 405,000.00	\$ 0.00	\$ 251,692.00	\$ 153,308.00	62%
Total Grant Funds:	\$1,500,000.00	\$ 61,252.04	\$1,102,536.14	\$ 336,211.82	

Matching Funds:

\$ 0.00

Note: Submit supporting documentation for all costs in Column C, including costs paid through matching funds.

Total Grant Funds Requested To Date:

\$1,163,788.18

Total Match Funds Expended To Date:

percent match
funds to grant
0 funds expended

REMARKS: (if construction funds are drawn and \$0 match is reported, provide explanation)

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

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

LEWIS G OWENS JR.
Name of 1st Authorized Certifying Official

Val Verde County Judge
Title

Lewis G Owens Jr.
Signature of Authorized Certifying Official

4-27-21
Date

MATTHEW S. WEINHART
Name of 2nd Authorized Certifying Official

Candy Acosta
Title

Matthew S. Weinhardt
Signature of Authorized Certifying Official

4-27-21
Date

TDHCA CERTIFICATION ONLY:

By my signature below, I certify that the attached Grant Payment Request has been reviewed by TDHCA staff for compliance with all federal and state requirements for CDBG funding, as well as programmatic requirements for Colonia Self-Help Centers as determined by the Texas Department of Housing and Community Affairs - Office of Colonia Initiatives.

Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016.
All previous versions no longer valid.



Form must be signed and dated by authorized signatories.

This form required as of September 1, 2016.
All previous versions no longer valid.

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Public Services Draw Checklist

County: Val Verde Contract Number: 7217013

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Tool Lending Library

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) for purchases materials, tools, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☒ Work performed by CSHC Provider

Include Itemized invoice(s).

Solid Waste Removal

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s), weight(s), disposal cost(s), colonias served, number of beneficiaries, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include Itemized invoice(s) describing the date(s) of service, colonias served, number of beneficiaries, and tonnage receipts.

Computer Access

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s) detailing purchased materials and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include Itemized invoice(s) describing purchased materials.

Classes - Submit an additional Form 23 for different classes being sought for reimbursement

Type of Class(es): _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature:

Lewis G Owens Jr

Date: 4-27-21

County Representative Printed Name:

LEWIS G OWENS JR

☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature:

Date:

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Residential Rehabilitation Draw Checklist
(Rehabs, Utilities Connections, Small Home Repair)

County: Val Verde Contract Number: 7217013

Homeowner: Ernesto Campos

Address: 104 Burge Dr., Val Verde Park Estates Colonia, Val Verde County

Guidelines maximum amount for activity on this home? \$60,000.00 CSHC funds going into this home: \$14,910.00

The following forms must be submitted prior to approval of construction draw requests:

Date the Contractor was cleared (Form 13): Apr 19, 2021 Date Notice to Proceed (Form 14) signed: Apr 19, 2021

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Utilities Connections

Type of Connection: _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, and FEMA equipment rates.
Attach Forms 3, 13, 20, 28 and 30 (15 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing address, type of work completed, fees, date of service, and change order(s) if applicable.
Provide documentation and Forms 3, 13 and 28 to the county.

Small Home Repair

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, FEMA equipment rates, and photos of completed work.
Attach Forms 3, 12, 20, 28 and 30 (29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) and/or receipts detailing address, type of work completed, date of service, fees, initial inspection report, work write-up with actual materials costs, and photos of completed work.
Provide documentation and Forms 3, 12 and 28 to the county.

Residential Rehab

☒ Initial Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up with costs per spec item, initial inspection report, itemized invoice(s) detailing address, type of work completed, date(s) of service, and fees.

Provide documentation and Forms 3, 13, 14, and 28 (15 as applicable) to the county.

☐ Subsequent Draw Request(s) - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, and fees.

Provide documentation and Form 28 (15 as applicable) to the county.

☐ Final Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, fees, final inspection report, evidence of property insurance (flood insurance if applicable), copy of Promissory Note and recorded Deed of Trust detailing affordability period if applicable.

Provide documentation and Form 28 (15 as applicable) to the county.

Direct Delivery Administration (for county employees only)

- ☐ Salaries - Only actual hours worked directly on the CSHC for this address are eligible for reimbursement and must be documented. Support documentation must include the timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, and all other invoices and documents directly relating to this home. Attach Form 20 (21, 29 and 30 as applicable).

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

- ☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis G Owens Jr Date: 4-27-21

County Representative Printed Name: LEWIS G OWENS JR

- ☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program



Residential Rehabilitation Draw Checklist
(Rehabs, Utilities Connections, Small Home Repair)

County: Val Verde Contract Number: 7217013

Homeowner: Andrea Salas

Address: 231 Jeffery Dr., Val Verde Park Estates Colonia, Val Verde County

Guidelines maximum amount for activity on this home? \$60,000.00 CSHC funds going into this home: \$44,800.00

The following forms must be submitted prior to approval of construction draw requests:

Date the Contractor was cleared (Form 13): Apr 19, 2021 Date Notice to Proceed (Form 14) signed: Apr 19, 2021

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Utilities Connections

Type of Connection: _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, and FEMA equipment rates.
Attach Forms 3, 13, 20, 28 and 30 (15 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing address, type of work completed, fees, date of service, and change order(s) if applicable.
Provide documentation and Forms 3, 13 and 28 to the county.

Small Home Repair

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, receipts for materials, procurement costs/fees, FEMA equipment rates, and photos of completed work.
Attach Forms 3, 12, 20, 28 and 30 (29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) and/or receipts detailing address, type of work completed, date of service, fees, initial inspection report, work write-up with actual materials costs, and photos of completed work.
Provide documentation and Forms 3, 12 and 28 to the county.

Residential Rehab

☒ Initial Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up with costs per spec item, initial inspection report, itemized invoice(s) detailing address, type of work completed, date(s) of service, and fees.
Provide documentation and Forms 3, 13, 14, and 28 (15 as applicable) to the county.

☐ Subsequent Draw Request(s) - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, and fees.
Provide documentation and Form 28 (15 as applicable) to the county.

☐ Final Draw Request - Work performed by CSHC Provider

Copy of the awarded bid work write-up, itemized invoice(s) detailing address, type of work completed, date of service, fees, final inspection report, evidence of property insurance (flood insurance if applicable), copy of Promissory Note and recorded Deed of Trust detailing affordability period if applicable.
Provide documentation and Form 28 (15 as applicable) to the county.

Direct Delivery Administration (for county employees only)

- ☐ Salaries - Only actual hours worked directly on the CSHC for this address are eligible for reimbursement and must be documented. Support documentation must include the timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay, and all other invoices and documents directly relating to this home. Attach Form 20 (21, 29 and 30 as applicable).

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

- ☒ All required documentation has been reviewed, approved and submitted.

County Representative Signature: Lewis G Owens Jr Date: 4-27-21
County Representative Printed Name: LEWIS G OWENS JR.

- ☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

A RESOLUTION OPPOSING
HB 4636 INTRODUCED BY
TEXAS REPRESENTATIVE EDDIE MORALES
RELATING TO CREATION OF THE VAL VERDE GROUNDWATER
CONSERVATION DISTRICT

WHEREAS, on March 5, 2021 Texas Representative Eddie Morales held a meeting at the Del Rio Civic Center regarding the creation of the Val Verde Groundwater Conservation District; and

WHEREAS, at the public meeting, the overwhelming majority of the community opposed the creation of the Val Verde Groundwater Conservation District; and

WHEREAS, on April 27, 2021 the Val Verde County Commissioners Court met in regular session; and

WHEREAS, the Val Verde County Commissioners Court is desirous to oppose a bill that allows the creation of the Val Verde County Groundwater Conservation District; and

WHEREAS, Val Verde County Commissioners Court finds that creation of the Val Verde Groundwater Conservation District would not be in the best interest of the residents of Val Verde County, Texas; and

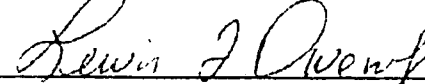
WHEREAS, Texas Representative Eddie Morales introduced HB 4636 to achieve the above stated goals of Val Verde County, Texas; and

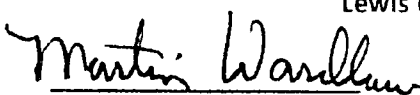
NOW, THEREFORE, BE IT RESOLVED BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

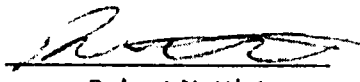
Section 1. The members of this honorable body, both individually and collectively, do not hereby support HB 4636 relating to creation of the Val Verde Groundwater Conservation District.

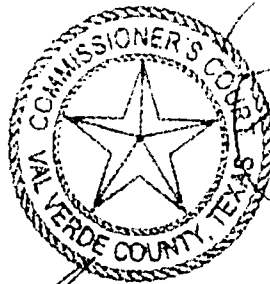
Section 2. The County Clerk of this Commissioners Court shall transmit a copy of this Resolution to the Honorable Eddie Morales.

PASSED and APPROVED this 27th day April, 2021.

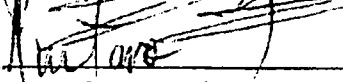

Lewis G. Owens, Jr., County Judge

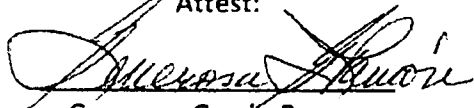

Martin Wardlaw
Commissioner, Pct. 1


Robert Nettleton
Commissioner, Pct. 3




Juan C. Vazquez,
Commissioner, Pct. 2


Gustavo Flores
Commissioner, Pct. 4

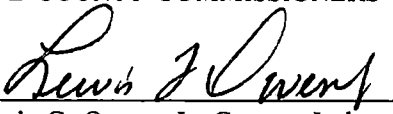

Attest:
Generosa Gracia-Ramon
Val Verde County Clerk

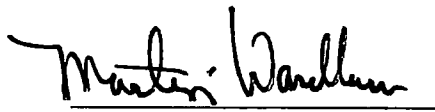
VAL VERDE COUNTY COMMISSIONERS COURT

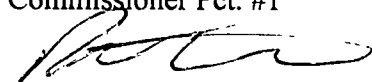
RESOLUTION

- WHEREAS** Funding is authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Acts, 2018 (Public Law 115-141) and 2020 (Public Law 116-93), the purpose of this award is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections.
- WHEREAS** Val Verde County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Val Verde County and the State of Texas, Office of the Secretary of State, as authorized under Section 101 of Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Section 12.001 and 31.091 of the Texas Elections Code; and,
- WHEREAS** Val Verde County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the County in communicating with the Office of the Secretary of State, including the submission of all necessary reports; and,
- WHEREAS** Val Verde County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid; and,
- WHEREAS** Val Verde County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget; and,
- WHEREAS** Val Verde County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Val Verde County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.
- THEREFORE, BE IT RESOLVED**, that the Val Verde County Commissioners Court authorizes the submission of the 2020 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY SUB-GRANT APPLICATION.

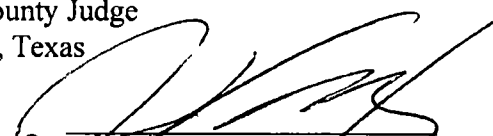
APPROVED BY THE VAL VERDE COUNTY COMMISSIONERS COURT ON THE 26th DAY OF April, 2021.


Lewis G. Owens Jr. County Judge
Val Verde County, Texas

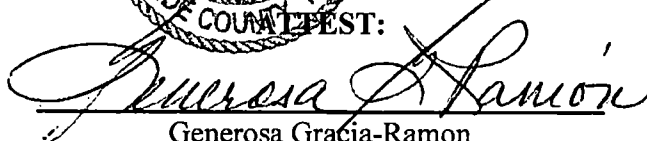

Martin Wardlaw
Commissioner Pct. #1


Robert “Beau” Nettleton
Commissioner Pct. #3




Juan Carlos Vazquez
Commissioner Pct. #2


Gustavo Flores
Commissioner Pct. #4


Generosa Gracia-Ramon
Val Verde County Clerk

2020 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY
SUB-GRANT TO TEXAS COUNTIES

Notice of Grant Award

Grantee: Val Verde

Grantor: Texas Secretary of State
P.O. Box 12887
Austin, TX 78711

Obligation Information

CFDA Number: 90.404

Grant Period: 12/21/2019 – 12/31/2021

Agreement No.: TX18101001-01-233

Funds Description

This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Act, 2018 (Public Law 115-141) and U.S. Congress under the Consolidated Appropriations Act, 2020 (Public Law 116-93).

Funding Information

Are you requesting more than \$40,000?

	Maximum Award	Requested Amount
Federal Share	\$120,000	\$
Required Matching Funds	\$16,000	\$

Purpose

As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Acts, 2018 (Public Law 115-141) and 2020 (Public Law 116-93), the purpose of this award is to "improve the administration of elections for Federal office, including to enhance election technology and make election security improvements" to the systems, equipment and processes used in federal elections.

Receipt of Funds

All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award's funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds.

Matching Funds

Total expenditures exceeding \$40,000 must be matched at 20% using county funds, e.g., if a county requests \$120,000, \$80,000 must be matched at 20%.

Grant Administration

Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the Texas Uniform Grant Management Standards (UGMS) maintained by the Texas Comptroller of Public Accounts.

Reporting Requirements

1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government.
2. The final expenditure report must be submitted to the Secretary of State no later than January 31, 2022. Any unexpended funds will revert back to the state.
3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county.

Award Contingencies

This award is contingent upon the completion of the following activities:

1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge.
2. A resolution from the county commissioners court acknowledging certain terms and conditions.
3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions.

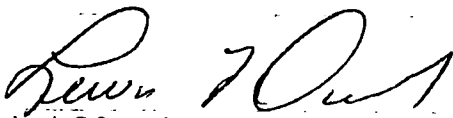
Acknowledgement

By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances.



Ruth R. Hughs
Texas Secretary of State

06/10/2020



Lewis G Owens Jr
Val Verde

County Judge

HAVA GRANT ASSURANCES

Resolution from the Governing Body

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):

_____ Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between _____ County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

_____ Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

_____ Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

_____ Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

_____ Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

State Voting System Certification

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.
2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

Financial Management Standards

The financial management system of the county must meet the following standards:

1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

Property Management

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Records Retention

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

Compliance Reviews

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Standard Federal Assurances

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The signing authority certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. "Private entity":
1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 2. Includes:
 - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

SINGLE POINT OF CONTACT AND PAYMENT INFORMATION

Name GENEROSA GRACIA-RAMON

Title VAL VERDE COUNTY CLERK

Phone 830-774-7564 Fax 830-774-7608

Email GRAMON@VALVERDECOUNTY.TEXAS.GOV

Address P.O. BOX 1267, DEL RIO, TEXAS 78841-1267

Mail Code* 013

*Payments will be issued using the county vendor ID 17460006731 and a designated mail code. Please provide the three-digit mail code in the space provided above. If you are unsure of what mail code to use, please contact your county treasurer/auditor.

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

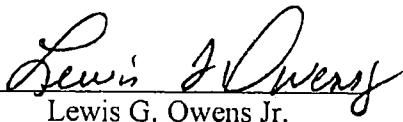
IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all **outdoor burning is prohibited** in the unincorporated area of the county for **90 days** from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas 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.

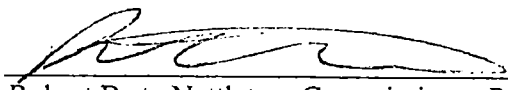
Burning will be allowed only with written permission from Val Verde County Fire Chief or Val Verde County Judge.

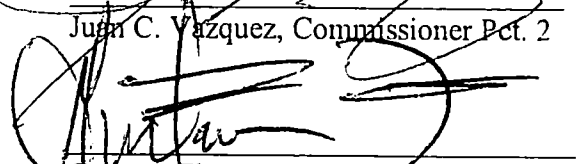
ADOPTED this 27th DAY OF April, 2021.

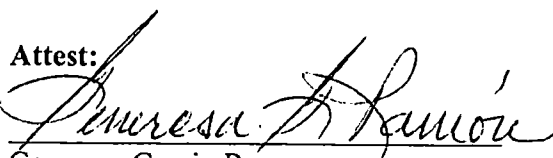

Lewis G. Owens Jr.
Val Verde County Judge


Martin Wardlaw, Commissioner Pct. 1


Juan C. Vazquez, Commissioner Pct. 2


Robert Beau Nettleton, Commissioner Pct. 3


Gustavo Flores, Commissioner Pct. 4

Attest:

Generosa Gracia-Ramon
Val Verde County Clerk

