



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

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

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

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

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

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

5. Citizen's Comments.

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- 1) David Burgee, retired engineer re: tree in front of Library
  - 2) \_\_\_\_\_
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**MOTION KEY:**  
EFRAIN V VALDEZ= EVV  
COMM WARDLAW=W  
COMM OWENS=O  
COMM NETTLETON=N  
COMM FLORES= F

**QUORUM**

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

**ATTENDING**

**COUNTY STAFF/DEPTS:**

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

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

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

**Efrain Valdez, County Judge**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Antonio Faz III, Justice of the Peace Pct. 2**

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

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

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

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

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

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

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-154	F	W		Motion to approve as presented.		W, O, N, F EVV		

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

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

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

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

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

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

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

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

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

32. Discussion and possible action regarding the 63<sup>rd</sup> District Courts copier service contract.

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-159	N	F		Motion to approve 36 month copier service contract for 63 <sup>rd</sup> District Court.		W, O, N, F		
						EVV		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Roger Cerny, County Health Inspector**

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

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

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

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

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

**Graciela Monday, County Librarian**

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

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

**Joe Frank Martinez, County Sheriff**

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

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

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

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

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

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

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

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

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

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

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

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

**Jerry Rust, County Fire Chief**

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

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

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**Michael Bagley, District Attorney**

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

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

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

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

**Aaron Rodriguez, County Treasurer**

51. Monthly Treasurer's Report.

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

**Juanita Barrera, County HR Director**

52. HR Monthly Report.

- A. Beatriz Munoz, Tax Assessor/Collector requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Sylvia Guzman, Deputy Clerk, effective March 20, 2017. Ms. Guzman was terminated.
- B. Jerry Rust, Fire Chief, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to David Kinsey, Fire Fighter I with an annual salary of \$29,737.50 effective March 20, 2017. Mr. Kinsey is replacing Jose Barragan who was terminated.

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

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

**Matthew Weingardt, County Auditor**

**54. Monthly Auditor's Report.**

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

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

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

56. Discussion and possible action on leave balances.

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

**Ana Markowski Smith, County Attorney**

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

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

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

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B)
OTHER _____ BEGAN @ _____ ENDED @ _____ 551.072 _____ BREAK @ _____ RESUMED @ _____
ACTION AFTER EX: _____ None _____

ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#				No action was taken in Executive Session				

59. Approve subdivision plats.

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

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

60. Approve Certificates of Compliance.

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

61. Approve monthly reports from elected officials.

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

62. Approve bills for payment.

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

63. Elected officials' comments.

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

64. Judge's comments

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

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

**PUBLIC HEARING**

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

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

**Del Rio, Texas**

**Efrain Valdez, County Judge**

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

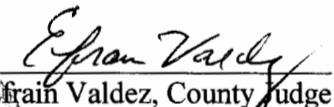
ORDER	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
#17-190	N	F		Motion to approve as presented.		W, O, N, F EVV		

65. Adjourn: 11:11 AM

The foregoing, recorded in Volume 48, pages 447-662, inclusive, was on this the 8th day of May A.D. 2017 read and is hereby **APPROVED**.

Respectfully submitted,

ATTEST  
  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK

  
 Efrain Valdez, County Judge  
 Val Verde County, Texas



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

County of Val Verde



**Efrain V. Valdez**

County Judge

P.O. Box 4250  
Del Rio, TX 78841  
Email: [evaldez@valverdecountry.org](mailto:evaldez@valverdecountry.org)

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**April 2017 REGULAR TERM**

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

**April 10, 2017 at 9:00 AM**

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

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

**Efrain Valdez, County Judge**

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

7. Discussion and possible action on Val Verde County Day in Austin (April 12, 2017).
8. Discussion and possible action to appoint a committee to decide on the landscaping for the library.
9. Discussion and possible action on the application for payment #22 from JP Sanchez Construction Company Inc. for the Val Verde County Library Expansion Project.
10. Discussion and possible action on the Certificate of Substantial Completion dated March 24, 2017 by Dewberry Architects Inc. for Val Verde County Library Expansion Project and authorize the county judge to sign.
11. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the names of Krystal Lopez and Karen S. Dunlap to fill vacancies on the Val Verde County Child Welfare.
12. Isabel C. Guerrero, Program Director from New Horizons Center and Outreach Program presentation of the Activity and Profit & Loss report for Jan.-Feb. 2017.
13. Discussion and possible action on TxCDBG Contact 7216075 Performance Statement Modification requesting to extend the waterline on Vega Verde Road, and authorize the county judge to sign and submit to the Texas Department of Agriculture.
14. Discussion and possible action on TxCDBG Contract 7216075 Early Floodplain Notice and publishing notice one time as required by TxCDBG guidelines.
15. Discussion and possible action to approve a proclamation for April 2017 as Fair Housing Month in Val Verde County, Texas.

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

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

17. Discussion and possible action on replacing and ordering two existing bronze plaques 18" x 18" for the Val Verde County Library from T.H. Willis & Company at a cost of \$1,556.00 delivered.
18. Discussion and possible action on matters regarding TxCDBG 713125 Colonia Construction Fund Rancho Del Rio Waterline Project and Escondido Water Plant to include Change Order #2 with TTE, LLC, Certificate of Construction Completion, pay estimate application #10 & final for TTE, LLC, Certificate of Construction Completion, for Force Account, Force Account Construction Personnel Time Sheets, and authorize county judge to sign all.
19. Discussion and possible action on Notices to Owners (Ezpinoza, Cameron, and Guterrez) for donation of waterline utility easements and Notices of Agreement to donate for TxCDBG 713076 Escondido Waterline Project and authorize the county judge to sign.
20. Discussion and possible action to schedule final Public Hearing for TxCDBG 713125 and publish notice for same.
21. Discussion and possible action regarding surveillance equipment and lighting for Val Verde County Library.

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

22. Discussion and possible action on the need to complete a metes and bounds survey on the proposed site for the San Felipe Pastures booster station TxCDBG 7216075, and take actions necessary to implement this process.
23. Discussion and possible action on lease agreement between Val Verde County and Del Rio Rotary Club for the use of the Val Verde County Fairgrounds for the Independence Day Rodeo (June 30, 2017 & July 1, 2017).

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

**Antonio Faz III, Justice of the Peace Pct. 2**

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

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

26. Discussion and possible action for approval and use of the Technology Fund for Judge Lopez training in June. This technology-base training is provided by the Texas Associations of Counties. Training including registration, meals, mileage, and hotel is \$1,248.96. Payment to be made from JP#4 Technology Fund in accordance to CCP Art. 102.0173.
27. Discussion and possible action for a budget amendment to transfer \$1,800.00 from JP4 Office Supplies account #1111-1209-00-1600 to JP4 Travel and Training account #1111-1209-00-16200.

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

28. Discussion and possible action regarding bids received with Engineer's Letter of Recommendation for TxCDBG 7215499 (material only) for San Felipe Pastures Water Line Project and authorize the county judge to sign Materials Contract with H D Supply Waterworks.
29. Discussion and possible action regarding Statements of Qualifications received for land surveying service with possible contract award for metes and bounds surveying of 2 required easements TxCDBG 713076 Escondido Waterline Project.

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

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

32. Discussion and possible action regarding the 63<sup>rd</sup> District Courts copier service contract.

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

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

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

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

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

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

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

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

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

**Roger Cerny, County Health Inspector**

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

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

**Graciela Monday, County Librarian**

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

**Joe Frank Martinez, County Sheriff**

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

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

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45. Discussion and possible action to authorize and accept a donation of \$300.00 from the VFW that will be used for uniforms.
46. Discussion and possible action authorizing Val Verde County Judge Efrain Valdez to accept an interlocal agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
47. Discussion and possible action authorizing Val Verde County Judge Efrain Valdez to accept an interlocal agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
48. Discussion and possible action on a Cooperative Agreement between the National Park Service and Val Verde County Sheriff's Office.

**Jerry Rust, County Fire Chief**

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

**Michael Bagley, District Attorney**

50. Discussion and possible action on requesting the funding and payment of the 2<sup>nd</sup> quarter contribution for the District Attorney's Office in the amount of \$99,601.91 for the Fiscal Year 2016-2017 as previously approved by Commissioner's Court. Funds will be used for the sole use and benefit of the District Attorney's Office and to be made payable/transferred to the Val Verde County Treasurer, Aaron Rodriguez.
51. Discussion and possible action on requesting the funding and payment of the 3<sup>rd</sup> Quarter Contribution for the District Attorney's Office in the amount of \$102,500.00 for the Fiscal Year 2016-2017 as previously approved by Commissioner's Court. Funds will be used for the sole use and benefit of the District Attorney's Office and to be made payable/transferred to the Val Verde County Treasurer, Aaron Rodriguez.

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**Aaron Rodriguez, County Treasurer**

52. Monthly Treasurer's Report.

**Juanita Barrera, County HR Director**

53. HR Monthly Report.

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

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- G. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Barbara Galvan, Librarian II with an annual salary of \$25,600.00 effective April 3, 2017. Ms. Galvan is replacing Jaqueline Vasquez who was transferred.
  
- H. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Manuel Herrera, Lieutenant with an annual salary of \$42,718.75 effective April 3, 2017. Mr. Herrera is replacing Ramiro Reyes who was terminated.
  
- I. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Sunny Faz, who has been promoted to Heavy Equipment Operator with an annual salary of \$27,675.00 effective April 3, 2017. Mr. Faz is replacing Mario Cervantes who was promoted to Foreman in Pct. 1

**Matthew Weingardt, County Auditor**

- 54. Monthly Auditor's Report.
  
- 55. Discussion and possible action on Survey and Testing Fees.
  
- 56. Discussion and possible action on leave balances.

**Ana Markowski Smith, County Attorney**

- 57. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
  
- 58. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

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

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

59. Approve subdivision plats.

60. Approve Certificates of Compliance.

61. Approve monthly reports from elected officials.

62. Approve bills for payment.

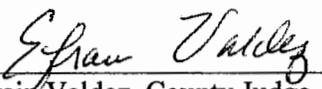
63. Elected officials' comments.

64. Judge's comments

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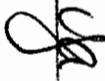
**VOL. 48 PAGE 472**

Our next Regular Commissioners Court Meeting will be May 8, 2017, @ 9:00 a.m.; **Agenda Items are due Wednesday, May 3, 2017 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
April 6, 2017: AT 4:25 AM/PM**

FILED

2017 APR -6 P 4: 25  
GENEROSA CRAMER-KAMOH  
VAL VERDE COUNTY CLERK  
BY  DEPUTY

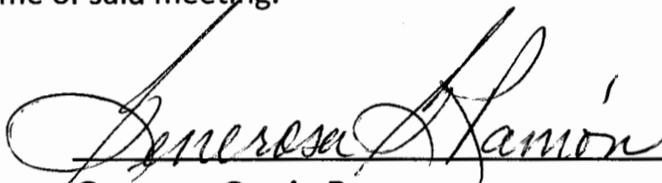
P.O. Box 4250 • Del Rio, TX 78841

VOL. 48 PAGE 473

**CERTIFICATE**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 6<sup>TH</sup> day of APRIL, 2017, at 4:25 o'clock p. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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

County of Val Verde



**Efrain V. Valdez**  
County Judge

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

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

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

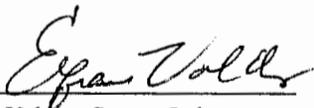
BY  DEPUTY  
GENERAL VALVERDE  
VAL VERDE COUNTY CLERK  
2017 APR - 7 A 10:54

FILED

**Efrain Valdez, County Judge**

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

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



Efrain Valdez, County Judge  
Val Verde County, TX

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, April 7, 2017 at 10:54 AM**

**CERTIFICATE**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 7<sup>TH</sup> day of APRIL, 2017, at 10:54 o'clock a. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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



**COMMISSIONER'S COURT MINUTES**  
**MARCH 13TH REGULAR TERM, A.D. 2017**

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

**BE IT REMEMBERED** that on this the 13<sup>TH</sup> day of March A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and General Gerardo Ramon, County Clerk; when the following proceeding was had to wit:

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

February 13, 2017: no corrections

February 28, 2017: no corrections

	Motion	Amend	Amendment/Notes	Accept	Ayes	Noes	Abs
OR					W,O,N,		
# 17-08	N	O			F, EVV		

5. **Citizen's Comments**

- 1) Kim Canseco & Ramiro Guzman- Border Rally Invitation
- 2) \_\_\_\_\_

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

**QUORUM**

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

**ATTENDING**

**COUNTY STAFF/DEPTS:**

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

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

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

**Efrain Valdez, County Judge**

**6. Progress report for DEAAG grant – LAFB West Gate.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER				Report presented by Roy Musquiz Jr.				
# 17-083				Report Only & No Action				

**7. Discussion and possible action regarding the Library Project.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER				Motion to approve change order				
#17-084	N	F		#8 in the amount of \$10000.00		F, E, N,		

**8. Discussion and possible action on change order #6 and #7 for Val Verde County Library expansion project and authorize County Judge to sign.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER								
# 17-085	N	O		Motion to accept change Order #6		W,O,N, F,		
				in the amount of \$40,000 and		EEV		
				change order #7 in the amount of				
				\$25,000 and authorize judge to				

**9. Discussion and possible action on approval of property lease between Val Verde County and the District Attorney's office.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	O		Motion to table		W,O, N, F		
# 17-086						EEV		

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

10. Discussion and possible action regarding the appointment of Eloy Padilla as ADA Coordinator with instructions that his name be included on the county website and wherever the identification of the ADA Coordinator is required.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-087	N	F		Motion to approve as presented		W, O, N, F EVV		

11. Discussion and possible action to authorize Signatory designation Resolution and form, Labor Standard Officer Appointment, Civil Right Officer Appointment, Proclamation March as Fair Housing Month, Initial Acquisition report, and schedule a month conference call as required per Val Verde Contract TXCDBG 7216075 guidelines.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER #17-088	N	O		Motion to designate the County Judge & County Auditor as Signators on the TXCDBG#7211075		W,O,N,F EVV		

12. Discussion and possible action on the Defense Economic Adjustment Assistance Grant (DEAAG) quarterly report for period December 1, 2016 thru February 28, 2017 and authorize County Judge to sign.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER #17-089	N			Motion to approve report and authorize the Judge to sign		W,O,N,F, EVV		

[Clerk's note: Public Comment called for in Addendum item #1 held at this time in the meeting]

**Martin Wardlaw, County Commissioner Petition**

13. Progress report on the Escondido, Rancho Del Rio Waterline Project.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # N/A				Mr. Carl Esser made a progress report on project. No action taken				

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

14. Discussion and possible action on TxCDBG Initial Acquisition Report A600 for TxCDBG 713076 and authorize County Judge to sign.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-090	O	N		Motion to accept Esser's report and authorize the Judge to sign		W,O,N,F EVV		

15. Review and consideration of approval to policy manual change for base pay on new hires.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # N/A				NO ACTION				

16. Review and consideration of approval to policy manual change for the Travel Policy.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-091	W	O		Motion to approve as presented		W, O, F EVV	N	

17. Discussion and possible action on approval for Fuel Credit Card for Mario Cervantes, Foreman for Precinct 1.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-092	W	N		Motion to approve (RICO) fuel for Mario Cervantes Foreman Prec. #1		W, O, N, F EVV		

18. Discussion and possible action on Friends of the Library donation/Mike Coplan.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-093	W	N		Motion to accept \$18,000 donation for the library to be spent for fire proof glass (\$8,000) and Landscaping (\$10,000).		W,O,N,F EVV		

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

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

19. Discussion and possible action on plans and specs for TxCDBG 7215499 San Felipe Pastures Waterline Project, and schedule bid opening for April 4<sup>th</sup> at 2:30pm (materials only). Publish bid advertisement notice March 16 & March 23 in DRNH.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-094	O	F		Motion to go out for bids on material only for San Felipe Pastures Waterline Project.		W, O, N, F EVV		

20. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio National Little league for use of baseball and softball fields.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-095	O	N		Motion to approve for \$1,000.00		W, O, N, F EVV		

21. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio 4x4 mud racing. Dates (March 25, 2017, May 27, 2017, June 2, 2017, July 29, 2017, August 26, 2017, and October 31, 2017).

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-096		N		Motion to be reportable until after Executive Session		O, N, F, W EVV	N	
ORDER # 17-097	N			Motion to approve as presented		O, N, F, W EVV		

22. Discussion and possible action on the lease agreement between Val Verde County and the 2<sup>nd</sup> Annual Autism Awareness (April 7, & 8, 2017).

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-098	O	N		Motion to approve and waive fee		W, O, N, F, EVV		

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

23. Discussion and possible action on a budget amendment to reclassify a position from light equipment operator to heavy equipment operator.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	O	W		Motion to re-classify light		W, O, EVV		
#17-099				equipment operator position with		N, F		
				base pay of \$24,000 to heavy				
				equipment operator at base pay of				
				\$27,000				

24. Discussion and possible action on the lease agreement between the Val Verde County and the Border Youth Soccer league for the use soccer field located at Garza Ln.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	O		Motion to approve at fee and				
# 17-100				with proof of insurance				

25. Discussion and possible action on the lease agreement between Val Verde County and the Cadena Bull Riding benefit.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	O	N		Motion to approve, authorize		W, O, N, F		
# 17-101				Judge to sign as long as consistent		EVV		
				with other planned projects				

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

26. Discussion and possible action regarding the Val Verde County Parks & Recreation Survey and allowing it to be placed on the official County website in order to receive public input for the Val Verde County Parks & Recreation Master Plan.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N			Motion to authorize survey to be		W, O, N, F		
# 17-102				on county website to receive		EVV		
				public input				

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

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

27. Discussion and possible action to raise the speed limit from duck pond road to Baja Street from 25 to 30 miles per hour.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-103	F	N		Motion to raise the speed limit from 25 to 30 mph from Duck Pond Road to Baja Street, effective today.		W, O, N, F EVV		

**Generosa Gracia-Ramon, County Clerk**

28. Discussion and possible action on the request by San Felipe Del Rio CISD for the use of the County Courthouse for the processing of election night results; the use of election equipment and supplies (i.e., Automarks, M100, etc.) in order to conduct the Saturday May 6, 2017, Bond Election.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-104	O	N		Motion to approve as presented.		W, O, N, F EVV		

29. Ratification and approval of Bond Rider for Beatriz "Bea" Munoz, Tax Assessor Collector for January 2016 thru December 2016 (bond pending from January 9, 2017 Meeting).

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-105	O	F		Motion to approve as presented.		W, O, N, F EVV		

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

30. Discussion and possible action regarding the solicitation of bids for the expansion construction of the community center.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-106	F	N		Motion to go out for bids for the Community Center expansion.		W, O, N, F EVV		

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

31. Discussion and possible action regarding the appointment to the selection committee for the sports complex RFQ.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-107	N	F		Motion to approve a committee to be composed of Roy Musquiz, Jr, Judge Valdez, Commissioner Nettleton and County Auditor, Matt Weingardt		W, O, N, F EVV		

32. Discussion and possible action regarding authorization to request statements of Qualifications / proposals (RFQ/P's) for Engineering Service and Grant Administration Services for assistance in preparation of the proposed 2017-2018 Colonia Construction Fund Application to the Texas Department of Agriculture and appoint selection review committee.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-108	N	F		Motion to authorize RFQ/P's for engineering services and grant administration services for 2017-2018 Colonia Construction Fund Application and have selection review committee to be composed by Roy Musquiz, Jr, Commissioner Nettleton, Carl Eber and Judge Valdez.		W, O, N, F EVV		

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

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-109		O		Motion to approve		W, O, N, F EVV		

34. Discussion and possible action regarding Val Verde County Clerk's copier service options.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-110	W			Motion to approve as presented		W, O, N, F EVV		

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

35. Discussion and possible action on the ratification of additional Library Expansion line items.

Telephone Network Wiring	\$5,000.00	Ramirez Communications
System Software	\$5,060.00	Codeworks
Cabling, Loop Wraps, Ex. Dvd	\$1,500.00	CDW and Bass Computers
Network Switches	\$8,583.32	GCS Technologies
RFID Detection System	\$84,607.50	Amigos Library Services
Soft Drop Boxes	\$1,976.15	DEMCO Inc.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-111						EVV		

36. Discussion and possible action regarding monitoring agreement with Sentry Security Service Company.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	O	N		Motion to approve 36 month agreement at \$1000 per month, no interest with legal review agreement		W, O, N, F		
# 17-112						EVV		

Graciela Monday, County Librarian

37. Discussion and possible action regarding agreement for summer reading program John O Bryant Educational School magic show performer.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER		O		Motion to approve agreement and add subrogation clause		W, O, N, F		
# 17-113						EVV		

38. Discussion and possible action regarding agreement for summer reading program William A. Parker musical show performer.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	O		Motion to approve as presented		W, O, N, F		
# 17-114						EVV		

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

**Joe Frank Martinez, County Sheriff**

39. Discussion and possible action on the salary for the Chief Deputy position.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-115	N	F		Motion to approve salary increase for the Chief Deputy position from current \$53,319 to \$56,319		W, O, N, F EVV		

40. Discussion and possible action authorizing Sheriff Joe Frank Martinez to apply for and accept the 2017 Operation Stonegarden (OPSG) grant to include the Resolution.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-116	O	F		Motion to approve as presented		W, O, N, F EVV		

41. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a 16' flatbed Big Tex trailer, donated to the Val Verde Sheriff's Office by Mr. Jeff Fenton of Precision Pipeline LLC.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-117	O			Motion to approve as presented		W, O, N, F EVV		

42. Discussion and possible action authorizing Sheriff Joe Frank Martinez to replace the county credit card from Michael Gullledge to Douglas Spielman.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-118	N	F		Motion to approve as presented		W, O, N, F EVV		

**Jerry Rust, County Fire Chief**

43. Discussion and possible action to accept a donation in the amount of \$500.00 from George Wardlaw to be placed in the Fire Department Special Account.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-119	N	O		Motion to approve as presented		W, O, N, F EVV		

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

**Michael Bagley, District Attorney**

44. Discussion and possible action to approve of a line item budget adjustment for the District Attorney's Office to increase the yearly salary for the Border Prosecutor from \$36,500.00 to the new amount of \$83,500.00 effective February 1<sup>st</sup>, 2017 including any and all fringe benefits, supplies, and/or training expense covered by the existing grant previously approved for \$115,000.00.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-120						EVV		

45. Discussion and possible action to approve of hiring Mrs. F. Gail Schroeter as the new Border Prosecutor/Assistant District Attorney with the District Attorney's Office at the yearly salary of \$83,500.00 with all fringe benefits, supplies, and/or training expenses covered by the existing grant of \$115,000.00. Mr. Charles E. Mee was terminated by the previous District Attorney, Mr. Fred Hernandez.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	O	N		Motion to approve as presented		W, O, N, F		
# 17-121						EVV		

46. Discussion and possible action to approve of allowing Mrs. F. Gail Schroeter to attend the Border Prosecution Unit Regional Seminar in Alpine Texas at SRSU on April 26<sup>th</sup>, 2017 to April 27<sup>th</sup>, 2017 including the expenditure of the necessary funds for her travel, hotel and/or meal expenses.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-122						EVV		

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

47. Discussion and possible action to approve of paying the second (2<sup>nd</sup>) quarter contribution to the District Attorney's Office in the total of \$99,601.91 for the fiscal year 2016-2017 as previously approved by the Commissioner's Court. Check and funds to be made payable to the Val Verde County Treasurer's Office c/o Mr. Aaron Rodriguez for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	O	N		Motion to table and have Judge		W, O, N, F		
# 17-123				meet with DA and report to the		EVV		
				court				

48. Discussion and possible action to approve of accepting the following monetary amounts from the District's Attorney's Office for the continued operation of the remaining 2016-2017 fiscal year:

- A.) \$105,398.09 received on October 14<sup>th</sup>, 2016 from Val Verde County of Fiscal Year 2016-2017 in kind contribution.
  - B.) \$28,744.93 received on October 18<sup>th</sup>, 2016 from Kinney County for Fiscal Year 2016-2017 in kind contribution.
  - C.) \$466.62 received on November 30<sup>th</sup>, 2016 from Health Care Service Corporation for former employee.
  - D.) \$466.62 received December 1<sup>st</sup>, 2016 from Health Care Service Corporation for former employee.
  - E.) \$13,858.00 received on January 10<sup>th</sup>, 2017 from Terrell County for 1<sup>st</sup> & 2<sup>nd</sup> quarterly payments. Two (2) payments remaining in the amount of \$6,929.00 each.
  - F.) \$465.94 received on January 18<sup>th</sup>, 2017 from Health Care Service Corporation for reimbursement for former employee COBRA coverage.
  - G.) \$466.62 received on January 30<sup>th</sup>, 2017 from Health Care Service Corporation for reimbursement for former employee COBRA coverage.
  - H.) \$15,000.00 received on January 30<sup>th</sup>, 2017 from the Texas Comptroller's Officer for a salary supplement apportionment.
- Total Amount = \$164,866.82**

To be used for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-124						EVV		

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

49. Discussion and possible action to approve and/or adopt a Resolution and Order reinstating the District Attorney's Office's employees as County Employees at their current respective salaries with their fringe, benefits including health insurance and/or retirement benefits effective immediately. Interlocal Governmental Agreement would also be an option.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-125	O	N		Motion to table and authorize Judge to negotiate with DA		W, O, N, F EVV		

50. Discussion and possible action to approve a county credit card for Mrs. F. Gail Schroeter connected to the Grant Funds available under the existing grant for \$115,000.00.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-126	O	N		Motion to approve as presented		W, O, N, F EVV		

51. Discussion and possible action to approve of a Resolution adopting the new grant proposal for the Border Prosecutor Unit in the amount of \$187,000.00. Proposed Grant was approved by the Grant Review Committee on February 28, 2017. Proposed Resolution attached.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-127	N	F		Motion to approve as presented		W, O, N, F EVV		

52. Discussion and possible action to approve of installing new front doors for the District Attorney's Office.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-128				Motion to approve as presented		W, O, N, F EVV		

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

53. Discussion and possible action to approve of installing a sign/signs for the District Attorney's Office either on the building and/or in the front yard/entrance.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-129	O	N		Motion to approve as requested and DA to pay for the sign		W, O, N, F EVV		

**Gail Schroeter, Assistant District Attorney**

54. Discussion and possible action on approving a Resolution to apply for the Border Prosecution Grant.

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

**Aaron Rodriguez, County Treasurer**

55. Monthly Treasurer's Report.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-130	N	F		Motion to approve as presented		W, O, N, F EVV		

56. Discussion and possible action to approved a resolution adopting County Investment Policy with new members appointed through end of FY 16/17.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER # 17-131	N	O		Motion to approve as presented		W, O, N, F EVV		

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

**Juanita Barrera, County HR Director**

57. HR Monthly Report.

- A. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Brenda Garcia, Telecommunications Opr. with an annual salary of \$24,000.00 effective February 20, 2017. Ms. Garcia is replacing Jennifer DeHaan who resigned.
- B. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Michael Gulledege, Chief Deputy, effective February 24, 2017. Mr. Gulledege resigned.
- C. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Douglas Spielman, Chief Deputy with an annual salary of \$56,131.19 effective March 01, 2017. Mr. Spielman is replacing Michael Gulledege who resigned.
- D. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Manuel Cedillo, Building Maintenance Worker, effective February 22, 2017. Mr. Cedillo resigned.
- E. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Heriberto Sanchez, Maintenance Worker, effective February 28, 2017. Mr. Sanchez retired.
- F. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Rene Castaneda, Maintenance Worker with an annual salary of \$21,450.00 effective March 01, 2017. Mr. Castaneda is replacing Heriberto Sanchez who retired.
- G. Jerry Rus, Fire Chief, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Jose Barragan, Fire Fighter, effective March 01, 2017. Mr. Barragan was terminated.
- H. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Roberto Rivera, Lt. Equipment Operator, effective March 02, 2017. Mr. Rivera retired.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-132						EVV		

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

**Matthew Weingardt, County Auditor**

58. Monthly Auditor's Report.

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

**Ana Markowski Smith, County Attorney**

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

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

61. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney-client consultation regarding pending litigation, Cause No. 32992 in the 63<sup>rd</sup> Judicial District Court, Val Verde County, Texas, Janet Puente, Individually and as Next Friend of Alfredo Miranda, a minor vs. Val Verde County, and possible action in open session thereafter.

62. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(a)(1) to deliberate the appointment, employment, evaluation, duties, discipline or dismissal of Douglas Weilman a public officer or employee and possible action in open session thereafter.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER				No action taken in Executive				
N/A				Session				

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

**Efrain Valdez, County Judge**

**63. Discussion and possible action on presentation by Manuel Mendez regarding special accounts.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER				Mr. Mendez's presentation began in Next				
N/A				Executive Session and followed in open				
				session by recommendation that the next				
				phase look at fees collected in				
				Statuary Requirements and what fees are				
				Optional.				

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

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

EXECUTIVE SESSION:  §551.071(1) (A)  §551.0714(a)(1)  §551.071(2)  §551.071(1) (B)  551.072

OTHER \_\_\_\_\_ BEGAN @ 10:28 a.m. ENDED @ 1:32 p.m. BREAK @ \_\_\_\_\_ RESUMED @ \_\_\_\_\_ ACTION

AFTER EX: None

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER								
#								

**65. Approve Certificates of Compliance.**

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

**66. Approve monthly reports from elected officials.**

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17- 133						EVV		

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

67. Approve bills for payment.

	Motion	2 <sup>nd</sup>	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER	N	F		Motion to approve as presented		W, O, N, F		
# 17-134						EVV		

68. Elected officials' comments.

69. Judge's comments

70. Adjourn. 1:32 pm

DRAFT

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

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

**PUBLIC HEARING**

[Clerk's note: Public hearing held after agenda item #12]

**March 13, 2017 @ 9:15 am.**

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

**Del Rio, Texas**

1. Roger Cerny, holding Public Hearing regarding the re-planting of Lot 2 of the Chaparral Estates Subdivision.

	Motion	Amendment	Amendment/Notes	Accept	Ayes	Noes	Abst
ORDER			Hearing to modify Chaparral Hills called to order at 9:15 AM				
N/A			and closed at 9:20 AM.				
			Commissioner Flores abstained from participating.				

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



**COMMISSIONER'S COURT MINUTES**

**MARCH 28<sup>TH</sup> SPECIAL TERM, A.D. 2017**

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

**BE IT REMEMBERED** that on this the 28<sup>TH</sup> day of March A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Pledge of Allegiance.

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

Before the Court took up the Agenda Items, the District Attorney, Michael Bagley, requested to make a presentation. He made a presentation on the Office of the District Attorney and submitted documents to be included in the minutes.

**Efrain Valdez, County Judge**

4. Discussion and possible action regarding the budget of the 63<sup>rd</sup>/83<sup>rd</sup> District Attorney's Department Budget for fiscal year 2016-2017 possible action thereafter.

**ORDER #17- 135**

MOTION	NO	AMENDMENT/NOTES	ACCEPT	AVES	NOE	ABST
N	F	Motion to Table Agenda items # 4, 5, 6, 7 and Addendum		R,O,N, F, EVV		
		#1, Item 1 until the DA meets with Auditor and Treasurer to prepare a Budget and bring back to the Court for Approval.				

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

**QUORUM**

- COUNTY JUDGE
- \_\_\_ Judge's Staff
- \_\_\_ Judge's Staff
- COMM. PRCT# 1
- A COMM. PRCT# 2
- COMM. PRCT# 3
- COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

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

5. Discussion and possible action regarding Val Verde County's pro rata funding contribution for the operation of the 63<sup>rd</sup>/83<sup>rd</sup> District Attorney's Department possible action thereafter.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				TABLED				
N/A								

6. Discussion and possible action regarding the acceptance of the 63<sup>rd</sup>/83<sup>rd</sup> District Attorney employees as county employees and giving Juanita Barrera, Human Resources Director and Matt Weingardt, County Auditor the authority to process and pay them pursuant to Val Verde County policies possible action thereafter.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				TABLED.				
N/A								

7. Discussion and possible action regarding a lease between Val Verde County and the 63<sup>rd</sup>/83<sup>rd</sup> District Attorney and possible action thereafter.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER				TABLED				
N/A								

**Ana Markowski Smith, County Attorney**

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

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER								
N/A								
				NO ACTION WAS TAKEN DURING EXECUTIVE SESSION.				

DRAFT

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

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

**Michael Bagley, District Attorney**

1. Discussion and possible action to approve of paying the second (2<sup>nd</sup>) quarter contribution to the District Attorney's Office in the total of \$99,601.91 for the fiscal year 2016-2017 as previously approved by the Commissioner's Court. Check and funds to be made payable to the Val Verde County Treasurer's Office c/o Mr. Aaron Rodriguez for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER								
N/A				THIS AGENDA ITEM TABLED ALONG WITH AGENDA ITEM #5, 6, 7 AND THIS				

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

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

**Joe Frank Martinez, County Sheriff**

1. Discussion and possible action to remove the following from the Val Verde County Policy Manual: section 3.04 COMPENSATORY TIME, POLICY APPLICATION: "Overtime for law enforcement employees will be earned after 80 hours actually worked," and section 3.04 COMPENSATORY TIME, OVERTIME COMPENSATION: "Grant funded programs may be paid if allowed by grant."

	Motion	2nd	Amend	Amendment/Notes	Accept	AYES	NOES	ABST
ORDER								
17-136	N	F		MOTION TO APPROVE AS PRESENTED.		W, EVV, N, F		

The foregoing minutes, recorded in Volume \_\_\_\_\_, pages \_\_\_\_\_, inclusive, were on this the 10th day of April A.D. 2016, read and are hereby **APPROVED**.

Respectfully submitted,

\_\_\_\_\_  
EFRAIN V. VALDEZ  
COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
GENEROSA GRACIA-RAMÓN  
COUNTY CLERK

#9

Date	Pay App. #	Payment Amount
1/30/2015	1	\$112,626.00
2/26/2015	2	\$47,772.00
3/25/2015	3	\$91,215.00
4/28/2015	4	\$49,572.00
6/24/2015	5	\$59,166.00
8/7/2015	6	\$40,050.00
8/7/2015	7	\$121,627.80
9/30/2015	8	\$42,300.00
12/2/2015	9	\$94,950.00
1/7/2016	10	\$135,585.00
2/5/2016	11	\$63,900.00
3/7/2016	12	\$312,894.00
4/7/2016	13	\$93,555.00
5/9/2016	14	\$199,216.80
6/9/2016	15	\$223,560.00
7/12/2016	16	\$228,960.00
8/12/2016	17	\$174,109.50
9/15/2016	18	\$178,200.00
10/14/2016	19	\$233,136.00
11/30/2016	20	\$222,653.70
2/8/2017	21	\$206,478.00
3/24/2017	22	\$536,184.00
Total Paid thru Pay App. #22		<b>\$3,467,710.80</b>

Pending CCT Approval (4/10/17)

J. P. Sanchez Construction Co. Inc. Contract Summary

Contract	Amount	Days
Original Contract Sum	\$3,772,900.00	485
Change Order #1	\$13,080.00	5
Change Order #2	\$2,200.00	0
Change Order #3	\$0.00	29
Change Order #4	\$52,537.00	35
Change Order #5	\$22,620.00	207
Change Order #6	\$6,745.00	0
Change Order #7	\$26,490.00	0
Change Order #8	\$5,250.00	0
New Contract Sum including all C/O's	<b>\$3,901,822.00</b>	<b>761</b>

Balance Due J.P. Sanchez	<b>\$434,111.20</b>
--------------------------	---------------------

Construction Cost Remaining	\$43,929.00
Retainage Cost Remaining	\$390,182.20
<b>Total Remaining on Contract</b>	<b>\$434,111.20</b>

Prepared by Esser & Company Consulting LLC

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**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO:(OWNER):  
**Val Verde County**  
**400 Pecan Street**  
**Del Rio, TX 78840**

PROJECT:  
**Val Verde County Library**  
**Expansion**

APPLICATION NO: 22  
 APPLICATION DATE: 03/20/2017  
 PERIOD FROM: 2/8/2017  
 To: 03/20/2017

ATTENTION:  
 CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE: 10/14/2014

CHANGE ORDER SUMMARY				
Change orders approved in previous months by Owner.		ADDITIONS		DEDUCTIONS
		TOTAL	\$0.00	
Approved this month				
Number	Items			
1	Change Order #1	\$13,080.00		
2	Change Order #2	\$2,200.00		
4	Change Order #4	\$52,537.00		
5	Change Order #5	\$22,620.00		
6,7,8	Change Orders #6,7,8	\$38,485.00		
Totals-----		\$128,922.00	\$0.00	
			\$128,922.00	

ORIGINAL CONTRACT SUM-----	\$3,772,900.00	✓
NET CHANGE BY CHANGE ORDER-----	\$128,922.00	✓
CONTRACT SUM TO DATE-----	\$3,901,822.00	✓
TOTAL COMPLETED & STORED TO DATE-----	\$3,853,012.00	✓
RETAINAGE 10 % -----	\$385,301.20	✓
TOTAL EARNED-----	\$3,467,710.80	✓
LESS PREVIOUS CERTIFICATES FOR PAYMENT----	\$2,931,526.80	✓
CURRENT PAYMENT DUE-----	\$536,184.00	✓

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: **J.P. Sanchez Construction Co., Inc.**

BY: [Signature] DATE: 3-21-2017

State of Texas  
 County of Val Verde  
 Sworn & Subscribed before me on the 21 day of March 2017

Notary Public [Signature]  
 Commission Expires 10/31/2017

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, base on on-site observations and the date comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated: that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED----- \$ 536,184.00  
 (Attached explanation if Amount Certified differs from the amount applied for.)

ARCHITECT: **Dewberry Architects, Inc.**

BY: [Signature] DATE: 3.24/17

This Certificate is not negotiable: THE AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

*OK  
 CAE  
 3/25/17*

APPLICATION NO: 22  
 APPLICATION DATE: 03/20/2017  
 PERIOD FROM: 2/8/2017  
 To: 03/20/2017

PROJECT: Val Verde County Library Expansion

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETED AND STORED TO DATE (D+E+F+)	H BALANCE TO FINISH (C - G)	I RETAINAGE	
			PREVIOUS APPLICATIONS	This Application					% (G / C)
				Work in Place	Stored Materials (not in D or E)				
1	Mobilization, Bonds, Insurance, Permits	\$95,600.00	\$95,600.00	\$0.00	\$0.00	\$95,600.00	100.00%	\$0.00	\$9,560.00
2	Foundation Pad	\$88,550.00	\$88,550.00	\$0.00	\$0.00	\$88,550.00	100.00%	\$0.00	\$8,855.00
3	Pier Drilling	\$29,100.00	\$29,100.00	\$0.00	\$0.00	\$29,100.00	100.00%	\$0.00	\$2,910.00
4	Reinforcing Steel - Piers	\$22,540.00	\$22,540.00	\$0.00	\$0.00	\$22,540.00	100.00%	\$0.00	\$2,254.00
5	Reinforcing Steel - Foundation	\$37,030.00	\$37,030.00	\$0.00	\$0.00	\$37,030.00	100.00%	\$0.00	\$3,703.00
6	Reinforcing Steel - Roof Frame	\$20,930.00	\$20,930.00	\$0.00	\$0.00	\$20,930.00	100.00%	\$0.00	\$2,093.00
7	Concrete - Piers	\$24,754.00	\$24,754.00	\$0.00	\$0.00	\$24,754.00	100.00%	\$0.00	\$2,475.40
8	Concrete - Foundation	\$62,473.00	\$62,473.00	\$0.00	\$0.00	\$62,473.00	100.00%	\$0.00	\$6,247.30
9	Concrete - Roof Frame	\$30,648.00	\$28,000.00	\$2,648.00	\$0.00	\$30,648.00	100.00%	\$0.00	\$3,064.80
10	Concrete Labor - Piers	\$12,236.00	\$12,236.00	\$0.00	\$0.00	\$12,236.00	100.00%	\$0.00	\$1,223.60
11	Concrete Labor - Foundation	\$64,239.00	\$64,239.00	\$0.00	\$0.00	\$64,239.00	100.00%	\$0.00	\$6,423.90
12	Concrete Labor - Roof Frame	\$76,475.00	\$73,000.00	\$3,475.00	\$0.00	\$76,475.00	100.00%	\$0.00	\$7,647.50
13	Waffle Slab Rental & Shoring	\$34,500.00	\$34,500.00	\$0.00	\$0.00	\$34,500.00	100.00%	\$0.00	\$3,450.00
14	Masonry	\$69,000.00	\$69,000.00	\$0.00	\$0.00	\$69,000.00	100.00%	\$0.00	\$6,900.00
15	Stucco	\$13,800.00	\$11,000.00	\$2,800.00	\$0.00	\$13,800.00	100.00%	\$0.00	\$1,380.00
16	Structural Steel/Joist Framing & Decking	\$59,800.00	\$59,800.00	\$0.00	\$0.00	\$59,800.00	100.00%	\$0.00	\$5,980.00
17	Steel Erection	\$26,450.00	\$26,450.00	\$0.00	\$0.00	\$26,450.00	100.00%	\$0.00	\$2,645.00
18	Material: Sheathing, Gyp, Wood, Metal Studs	\$48,300.00	\$48,300.00	\$0.00	\$0.00	\$48,300.00	100.00%	\$0.00	\$4,830.00
19	Metal Stud Framing Labor	\$26,450.00	\$26,450.00	\$0.00	\$0.00	\$26,450.00	100.00%	\$0.00	\$2,645.00
20	Rough Carpentry & Finish	\$26,450.00	\$9,000.00	\$17,450.00	\$0.00	\$26,450.00	100.00%	\$0.00	\$2,645.00
21	Interior Finish Carpentry/Gyp	\$26,450.00	\$25,450.00	\$1,000.00	\$0.00	\$26,450.00	100.00%	\$0.00	\$2,645.00
22	Interior Woodwork	\$18,400.00	\$18,400.00	\$0.00	\$0.00	\$18,400.00	100.00%	\$0.00	\$1,840.00
23	Thermal & Moisture Protection	\$101,660.00	\$96,660.00	\$5,000.00	\$0.00	\$101,660.00	100.00%	\$0.00	\$10,166.00
24	TPO Roofing, Sheet Metal, & Acc. Material	\$171,120.00	\$152,700.00	\$18,420.00	\$0.00	\$171,120.00	100.00%	\$0.00	\$17,112.00
25	TPO Roofing, Sheet Metal, & Acc. Labor	\$114,080.00	\$48,200.00	\$65,880.00	\$0.00	\$114,080.00	100.00%	\$0.00	\$11,408.00
26	Hollow Metal Doors & Frames/Wood Doors	\$18,055.00	\$18,055.00	\$0.00	\$0.00	\$18,055.00	100.00%	\$0.00	\$1,805.50
27	Door Hardware	\$36,570.00	\$35,570.00	\$1,000.00	\$0.00	\$36,570.00	100.00%	\$0.00	\$3,657.00
28	Coiling Counter Doors	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$16,400.00	100.00%	\$0.00	\$1,640.00
29	Aluminum Storefront Material	\$58,100.00	\$58,100.00	\$0.00	\$0.00	\$58,100.00	100.00%	\$0.00	\$5,810.00
30	Aluminum Storefront Hardware Material	\$40,070.00	\$40,070.00	\$0.00	\$0.00	\$40,070.00	100.00%	\$0.00	\$4,007.00
31	Glazing Material	\$74,130.00	\$64,130.00	\$10,000.00	\$0.00	\$74,130.00	100.00%	\$0.00	\$7,413.00
32	Aluminum Storefront/Glazing Labor	\$28,050.00	\$22,400.00	\$5,650.00	\$0.00	\$28,050.00	100.00%	\$0.00	\$2,805.00
33	Ceramic Tile	\$26,450.00	\$26,450.00	\$0.00	\$0.00	\$26,450.00	100.00%	\$0.00	\$2,645.00
34	Acoustical/Gyp Ceilings & Fir Downs	\$96,428.00	\$96,428.00	\$0.00	\$0.00	\$96,428.00	100.00%	\$0.00	\$9,642.80
35	Acoustical/Gyp Ceilings & Fir Downs Labor	\$51,922.00	\$46,000.00	\$5,922.00	\$0.00	\$51,922.00	100.00%	\$0.00	\$5,192.20
36	Resilient Flooring/Base & Carpet	\$105,455.00	\$80,500.00	\$24,955.00	\$0.00	\$105,455.00	100.00%	\$0.00	\$10,545.50

37	Painting	\$41,400.00	\$32,000.00	\$7,000.00	\$0.00	\$39,000.00	94.20%	\$2,400.00	\$3,900.00
38	Ornamental Metal Fences & Gates	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$350.00
39	Visual Display Units	\$2,300.00	\$0.00	\$2,300.00	\$0.00	\$2,300.00	100.00%	\$0.00	\$230.00
40	Signs	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	100.00%	\$0.00	\$720.00
41	Toilet Compartments & Accessories	\$16,445.00	\$16,445.00	\$0.00	\$0.00	\$16,445.00	100.00%	\$0.00	\$1,644.50
42	Operable Panel Partition	\$17,825.00	\$17,825.00	\$0.00	\$0.00	\$17,825.00	100.00%	\$0.00	\$1,782.50
43	Impact-Resistant Wall Protection	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,380.00	\$0.00
44	Metal Lockers	\$3,220.00	\$3,220.00	\$0.00	\$0.00	\$3,220.00	100.00%	\$0.00	\$322.00
45	Premanufactured Canopy	\$12,930.00	\$12,930.00	\$0.00	\$0.00	\$12,930.00	100.00%	\$0.00	\$1,293.00
46	Flagpole	\$1,265.00	\$1,265.00	\$0.00	\$0.00	\$1,265.00	100.00%	\$0.00	\$126.50
47	Residential Appliances	\$5,865.00	\$3,000.00	\$2,865.00	\$0.00	\$5,865.00	100.00%	\$0.00	\$586.50
48	Roller Window Shades	\$19,850.00	\$19,850.00	\$0.00	\$0.00	\$19,850.00	100.00%	\$0.00	\$1,985.00
49	Site Furnishings	\$3,450.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,450.00	\$0.00
50	Landscape	\$11,155.00	\$11,155.00	\$0.00	\$0.00	\$11,155.00	100.00%	\$0.00	\$1,115.50
51	Plumbing Material & Fixtures	\$56,050.00	\$56,050.00	\$0.00	\$0.00	\$56,050.00	100.00%	\$0.00	\$5,605.00
52	Plumbing Labor	\$30,200.00	\$27,500.00	\$2,700.00	\$0.00	\$30,200.00	100.00%	\$0.00	\$3,020.00
53	(A/C) Mobilization & Fees	\$2,360.00	\$2,360.00	\$0.00	\$0.00	\$2,360.00	100.00%	\$0.00	\$236.00
54	(A/C) Ductwork	\$61,300.00	\$61,300.00	\$0.00	\$0.00	\$61,300.00	100.00%	\$0.00	\$6,130.00
55	(A/C) Grilles, Registers & Diffusers	\$14,150.00	\$10,800.00	\$3,350.00	\$0.00	\$14,150.00	100.00%	\$0.00	\$1,415.00
56	(A/C) Duct Insulation	\$9,430.00	\$7,500.00	\$1,930.00	\$0.00	\$9,430.00	100.00%	\$0.00	\$943.00
57	(A/C) Fans	\$4,700.00	\$3,850.00	\$850.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$470.00
58	(A/C) Heating/Cooling Equipment Material	\$150,880.00	\$149,000.00	\$1,880.00	\$0.00	\$150,880.00	100.00%	\$0.00	\$15,088.00
59	(A/C) Heating/Cooling Labor	\$4,700.00	\$0.00	\$4,700.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$470.00
60	(A/C) Controls Material & Labor	\$84,880.00	\$69,800.00	\$15,080.00	\$0.00	\$84,880.00	100.00%	\$0.00	\$8,488.00
61	(A/C) Start up, Cleaning & Test & Balance	\$11,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,800.00	\$0.00
62	(A/C) Labor, Overhead & Profit	\$127,300.00	\$91,250.00	\$25,000.00	\$0.00	\$116,250.00	91.32%	\$11,050.00	\$11,625.00
63	Electrical	\$1,097,400.00	\$794,300.00	\$303,100.00	\$0.00	\$1,097,400.00	100.00%	\$0.00	\$109,740.00
64	Structured Cabling	\$44,570.00	\$44,570.00	\$0.00	\$0.00	\$44,570.00	100.00%	\$0.00	\$4,457.00
65	Integrated A/V Systems	\$72,730.00	\$50,000.00	\$4,000.00	\$0.00	\$54,000.00	74.25%	\$18,730.00	\$5,400.00
66	Change Order #1	\$13,080.00	\$13,080.00	\$0.00	\$0.00	\$13,080.00	100.00%	\$0.00	\$1,308.00
67	Change Order #2	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$220.00
68	Change Order #5	\$22,620.00	\$15,000.00	\$7,620.00	\$0.00	\$22,620.00	100.00%	\$0.00	\$2,262.00
69	Change Orders #6,7,8	\$38,485.00	\$0.00	\$38,485.00	\$0.00	\$38,485.00	100.00%	\$0.00	\$3,848.50
70	Change Order #4	\$52,537.00	\$52,537.00	\$0.00	\$0.00	\$52,537.00	100.00%	\$0.00	\$5,253.70
TOTALS FOR ALL COLUMNS		\$3,901,822.00	\$3,257,252.00	\$595,760.00	\$0.00	\$3,853,012.00	98.75%	\$48,810.00	\$385,301.20

#10

# AIA Document G704™ – 2000

## Certificate of Substantial Completion

**PROJECT:**  
*(Name and address)*  
Val Verde County Library  
300 Spring Street  
Del Rio, Texas 78840

**PROJECT NUMBER:** 50056689/  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** October 14, 2014

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO OWNER:**  
*(Name and address)*  
Val Verde County Texas  
400 Pecan Street  
Del Rio, Texas 78840

**TO CONTRACTOR:**  
*(Name and address)*  
J.P. Sanchez Construction Co.  
413 Griner Street  
Del Rio, Texas 78840

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

Val Verde County Library

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

1 Year

**Date of Commencement**

3/24/2017

Dewberry Architects Inc.

ARCHITECT

*[Signature]*  
BY

3/24/2017

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within eighteen (18) days from the above date of Substantial Completion.

J.P. Sanchez Construction Co.

CONTRACTOR

*[Signature]*  
BY

4-12-17  
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00pm (time) on 3/24/2017 (date).

Val Verde County Texas

OWNER

*[Signature]*  
BY

7/10/17  
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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User Notes: (1500474445)

Val Verde County Library  
Renovations and Expansion  
Final punch list  
Punch list date: March 20, 21, 2017  
Dewberry Project No. 50056689

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Location	Item No.	Description	Remarks	Proposed	Actual	Arch	Owner
<b>Building Exterior</b>							
<b>General Notes</b>							
	1	Provide final clean entire aluminum storefront and glazing, concrete and mud splatter along bottom, paint spots, sealant smears at various locations throughout	3/21: Final cleaning in progress	3/24/2017			
	2	Install weep vents, remove mortar other debris before installing	To complete	3/24/2017			
	3	Paint exterior concrete columns to create straight edge at bottom to align with slab or down to grade at col H	One column left to complete (SE Corner)	3/24/2017			
<b>Exterior</b>							
	2	Install sealant at perimeter of roof drain flanges - typical for all	To complete	3/24/2017			
	5	The anodized bronze color of one stile at door 100A does not match the bronze on the rest of the door or building, it is lighter.	Door on-order				
	7	Infill joint at bottom right corner of Type A window at south side-gap at slab	3/20: In progress	3/24/2017			
	14	Remove disconnected exterior outlet and install weather proof blank plates (2 locations)		3/24/2017			
	15	Remove old flag pole		3/24/2017			
	16	West Entry: Clean excess grout below bottom edge of brick		3/24/2017			
	17	Main entry: Patch exposed slab under bottom row of brick		4/10/2017			
	18	Main entry: Patch nail holes in concrete slab larger than 1/4" per specifications (12 locations)		4/10/2017			
	19	Paint inside of roof drain outlets with durable white paint		4/10/2017			
	20	Grind off exposed rebar/metal from column in courtyard		4/10/2017			
	21	provide grout between HM Door frame and brick at door 126C		4/10/2017			
	22	Clean brick behind bollard at book drop		4/10/2017			
	23	General site Clean up - remove construction debris, barriers, level topsoil and provide hydro-seed per documents and scope agreed with owner		3/24/2017			
	24	Repair (2) corner locations on roof where exposed nail and open membrain gap (South parapet)		3/24/2017			
	24	remove hard conduit supports penetrating roof membrain, raise conduit as needed, install new supports on top of roof. Patch insulation and roof membrain as required		3/24/2017			
<b>Building Interior</b>							
<b>General Notes</b>							
	1	Provide final clean entire aluminum storefront and glazing, remove paint spots, carpet glue, dust, etc.	to provide at final cleaning	2/10/2017	2/15/2017		
	2	Install corner guards "CG" and crash rails "BR-1" where indicated	3/20: need to complete	2/9/2017			
	9	Final clean all door hardware	3/20: Final cleaning in progress	3/24/2017			
<b>East Side Expansion</b>							
<b>Story Telling 126</b>							
	27	Paint walls around children's room Blue (top) and Green (bottom) per interior elevation		3/24/2017			
<b>Family Restroom 125</b>							
	3	grout color at base tile is much darker than the floor tile grout and not uniform when compared to floor tile grout, may be due to collected dust on floor tile. Will verify match after floor has been thoroughly cleaned. (note the base tile and floor tile grout color at Staff Lounge matches well)	3/20: GC Agreed to remove "Brown" grout from base course of tan tile and re-grout with "Sand" color. Progress on clean up going				
<b>Children's 124</b>							
	3	Install "thematics" "trees" letters, etc.	holding on 3/25 arrival	3/25/2017			
	23	Discussed with Owner and Contractor the need to screen or hide visible "cloud" suspension tie wires, bracing and ductwork, where visible above the lower clouds. Two locations are of most concern; the low cloud in front of the large opening between Children's 124 and Adult 108 and the cloud adjacent to Type A window at east side.	3/20: Waiting on price from GC 2/22: Discussed installation of black fabric above cloud and getting price. 2/15: Dewberry waiting on price from Sanchez for review				
	24	Adjust exterior sweep on exterior door		3/24/2017			
<b>Adult 108</b>							
	5	Install "thematics" at north wall	Waiting for arrival	3/24/2017			
	8	Install wall base at south wall	Waiting on more material		2/1/2017		
	10	Repaint wall and infill area, finish touch-up paint at Green Wall	3/20: new item	3/24/2017			
<b>Multipurpose Room 101</b>							
	2	Black permanent marker placed on door 101A frame, left jamb toward top	3/20: In-progress 2/22: Frame very dirty - See final cleaning		2/15/2017		
	10	rework gyp bd patch work at blank outlet cover, SW corner	3/20: Working. 2/22: Clean excess sealant from painted wall		1/28/2017		
<b>Lobby 100B</b>							

Pantry 102	1	Base tile grout color too dark or otherwise does not match the floor tile - see comment above under Family Restroom.	3/20: See updated notes. 2/22: See General Tile notes from Toilet list	2/15/2017			
	1	Paper towel dispenser will likely be an ADA violation, locate at back of sink in left corner	Repaint wall patch to match wall	2/2/2017			
	4	See comments above under Storytelling regarding interior of cabinets, installation quality, fasteners, etc.	Seal edges to counter to wall 104/105 not reviewed due to tile issues, need of cleaning/finish. Specific issues pointed out as examples on site on 2/22	2/15/2017			
Women's Restroom 104				2/15/2017			
	1	See general notes regarding grouted outside corners		2/9/2017	2/15/2017		
	2	rework floor and base tile grout to make color uniform					
Men's Restroom 105				2/9/2017	2/15/2017		
Directors Office	1	See Women's RR comments above for similar comments	Possible issue with door 3/20: tiles on order. 2/22: 2 tiles need replacing	2/15/2017			
Work Room 112	3	replaced water stained ceiling tile		2/15/2017			
	9	adjust ceiling tiles to site flush / flat in grid - 2 locations in room	3/20: tiles on order. 2/22: 2 tiles water damage	2/6/2017			
	12	correct wall patch on North wall, west side	3/20: Patched, awaiting paint. 2/22: New item				
Janitor 122							
	1	install sealant at perimeter of backsplash tile at mop sink	3/20: waiting to complete. 2/22: Complete Grout on middle tile	2/15/2017			
Rm 109				3/24/2017			
	1	Adjust door not to sweep/rub on floor, shave bottom of door or add shims to hinges as needed.		3/24/2017			
	2	Change Ivory blank face plates and install White face plates to match others (5 locations)		4/10/2017			
	3	Clean texture overspray on waffle ceiling					
Rm 110				3/24/2017			
	1	Change Ivory blank face plates and install White face plates to match others (5 locations)		3/24/2017			
	2	Clean/adjust sheetrock at upper return grill - fill gaps and repaint to match		4/10/2017			
	3	Seal Gyp board edge to column above storefront window		3/24/2017			
	4	Final Clean window frame					
Rm 111				3/24/2017			
	1	Change Ivory blank face plates and install White face plates to match others (5 locations)		3/24/2017			
	2	Install Ceiling Access panel in gyp ceiling					
Rm 123 (Texanna Room)				3/24/2017			
	1	Install Ceiling Tile		3/24/2017			
	2	Repaint upper gyp board ceiling (purple)		3/24/2017			
	3	Add wall mounted round bumper behind door		4/10/2017			
	4	Add I-shaped break-metal transition to cover carpet gap at West Windows floor		3/24/2017			
	5	Final Clean					
Rm 108 - Main Reading Room				3/24/2017			
	1	Paint Waffle ceiling where light was relocated (near Texanna Room)		3/24/2017			
	2	Touch-up paint on/around all return grills (typical all locations, esp white sealant)					
	3	Complete Fire Rated Glass Installation - Submit Formal RFI for detail, include frame information from Glass subcontractor	timing to coordinate	?			
	4	provide matching paint at concrete chips in waffle ceiling slab. See location of previous ceiling mounted equipment at original toilets		3/24/2017			
	5	removed original outlet (disconnected) and provide white blank cover plate.		4/10/2017			
	6	Add chalk and paint to close gap of gyp bd at NE window arch		3/24/2017			
	7	Complete painting of waffle ceiling where primer present		3/24/2017			
	8	Complete paint at NE 3rd Column		3/24/2017			
	9	Complete paint and texture at location of original bathrooms (wall and ceiling)		3/24/2017			
	10	Patch and repair cut mark, provide finish as need to blend transition at SE Column of new opening		3/24/2017			
	11	Rework patch and paint fur-down box at SE return		3/24/2017			

END

#11



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

March 23, 2017

Dear:

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

Dear Mrs. Lomas:

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

1. Krystal Lopez
2. Karen S. Dunlap

Sincerely,

*Lupita Galindo*  
Chairperson  
Val Verde County Child Welfare Board

cc/gz

2:59 PM  
03/22/17  
Accrual Basis

Quad Counties Council  
Profit & Loss Detail  
January 1 through March 22, 2017

~~11/2~~  
11/2

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>44800 · Indirect Public Support</b>									
<b>44820 · United Way, CFC Contributions</b>									
Deposit	3/21/2017	Dep.	Deposit	Check # 479...	Shelter		1000 · Compa...	339.61	339.61
Total 44820 · United Way, CFC Contributions								339.61	339.61
Total 44800 · Indirect Public Support								339.61	339.61
<b>46400 · Other Types of Income</b>									
Deposit	1/12/2017	Dep.	Deposit	Check # 778...	Shelter		1000 · Compa...	32,500.00	32,500.00
Total 46400 · Other Types of Income								32,500.00	32,500.00
<b>49900 · Uncategorized Income</b>									
Deposit	3/21/2017	Dep.	Deposit	Check # 254...	Shelter		1000 · Compa...	200.00	200.00
Total 49900 · Uncategorized Income								200.00	200.00
Total Income								33,039.61	33,039.61
Gross Profit								33,039.61	33,039.61
<b>Expense</b>									
<b>62100 · Contract Services</b>									
<b>62110 · Accounting Fees</b>									
Check	2/3/2017	5166	Cynthia K.Schuler		Shelter		1000 · Compa...	250.00	250.00
Check	2/17/2017	5182	Cynthia K.Schuler		Shelter		1000 · Compa...	250.00	500.00
Total 62110 · Accounting Fees								500.00	500.00
<b>62120 · Contract Labor</b>									
Check	1/6/2017	5142	Candice J. Parra		Shelter		1000 · Compa...	60.00	60.00
Check	1/20/2017	5154	Maria Glori Hernan...		Shelter		1000 · Compa...	90.00	150.00
Check	2/3/2017	5168	Candice J. Parra		Shelter		1000 · Compa...	120.00	270.00
Check	2/3/2017	5169	Maria Glori Hernan...		Shelter		1000 · Compa...	90.00	360.00
Check	2/17/2017	5185	Maria Glori Hernan...		Shelter		1000 · Compa...	210.00	570.00
Check	2/17/2017	5186	Candice J. Parra		Shelter		1000 · Compa...	180.00	750.00
Check	3/3/2017	5198	Maria Glori Hernan...		Shelter		1000 · Compa...	320.00	1,070.00
Check	3/3/2017	5199	Candice J. Parra		Shelter		1000 · Compa...	240.00	1,310.00
Check	3/17/2017	5210	Petra Paredes		Shelter		1000 · Compa...	60.00	1,370.00
Check	3/17/2017	5211	Maria Glori Hernan...		Shelter		1000 · Compa...	448.00	1,818.00
Total 62120 · Contract Labor								1,818.00	1,818.00
Total 62100 · Contract Services								2,318.00	2,318.00

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Accrual Basis

Quad Counties Council  
Profit & Loss Detail  
January 1 through March 22, 2017

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Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>62800 · Facilities and Equipment</b>									
<b>62890 · Rent, Parking, Utilities</b>									
<b>62894 · Rent, other occupancy</b>									
Check	2/3/2017	5167	City of Del Rio		Shelter		1000 · Compa...	200.00	200.00
Total 62894 · Rent, other occupancy								200.00	200.00
<b>62890 · Rent, Parking, Utilities - Other</b>									
Check	2/10/2017	5180	spectrum		Shelter		1000 · Compa...	285.24	285.24
Check	2/17/2017	5184	spectrum		Shelter		1000 · Compa...	284.57	569.81
Check	3/17/2017	5209	spectrum		Shelter		1000 · Compa...	283.78	853.59
Total 62890 · Rent, Parking, Utilities - Other								853.59	853.59
Total 62890 · Rent, Parking, Utilities								1,053.59	1,053.59
Total 62800 · Facilities and Equipment								1,053.59	1,053.59
<b>65000 · Operations</b>									
<b>65040 · Supplies</b>									
Check	2/10/2017	5179	Concho Business S...		Shelter		1000 · Compa...	47.54	47.54
Check	2/13/2017	Debit	Intuit		Shelter		1000 · Compa...	282.98	330.52
Check	2/17/2017	5183	Concho Business S...		Shelter		1000 · Compa...	461.50	792.02
Check	3/3/2017	5197	Concho Business S...		Shelter		1000 · Compa...	423.33	1,215.35
Total 65040 · Supplies								1,215.35	1,215.35
<b>65050 · Telephone, Telecommunications</b>									
Check	2/13/2017	5181	Compass Bank		Shelter		1000 · Compa...	200.00	200.00
Total 65050 · Telephone, Telecommunications								200.00	200.00
Total 65000 · Operations								1,415.35	1,415.35
<b>65500 · Payroll Taxes</b>									
<b>65510 · 941</b>									
Check	1/6/2017	5151	KNPIP Account		Shelter		1000 · Compa...	334.56	334.56
Check	1/20/2017	5164	KNPIP Account		Shelter		1000 · Compa...	351.72	686.28
Check	2/3/2017	5178	KNPIP Account		Shelter		1000 · Compa...	346.80	1,033.08
Check	2/17/2017	5196	KNPIP Account		Shelter		1000 · Compa...	337.03	1,370.11
Check	3/3/2017	5208	KNPIP Account		Shelter		1000 · Compa...	305.23	1,675.34
Check	3/17/2017	5219	KNPIP Account		Shelter		1000 · Compa...	300.31	1,975.65
Total 65510 · 941								1,975.65	1,975.65
Total 65500 · Payroll Taxes								1,975.65	1,975.65

Quad Counties Council  
 Profit & Loss Detail  
 January 1 through March 22, 2017

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>65600 - Payroll Expenses</b>									
Check	1/6/2017	5143	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	591.04
Check	1/6/2017	5144	Elizabeth Chavez		Shelter		1000 · Compa...	118.20	709.24
Check	1/6/2017	5145	iSabel Guerrero		Shelter		1000 · Compa...	337.40	1,046.64
Check	1/6/2017	5146	Jose F. Mendoza		Shelter		1000 · Compa...	495.03	1,541.67
Check	1/6/2017	5147	Selina Mendoza		Shelter		1000 · Compa...	325.07	1,866.74
Check	1/6/2017	5148	Vicenta Richter		Shelter		1000 · Compa...	526.24	2,392.98
Check	1/6/2017	5149	Socorro D. Salinas ...		Shelter		1000 · Compa...	591.04	2,984.02
Check	1/6/2017	5150	Simon F. Sotelo		Shelter		1000 · Compa...	695.67	3,679.69
Check	1/6/2017	5151	KNPIP Account		Shelter		1000 · Compa...	693.85	4,373.54
Check	1/20/2017	5155	Graciela Avalos		Shelter		1000 · Compa...	193.31	4,566.85
Check	1/20/2017	5156	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	5,157.89
Check	1/20/2017	5157	Elizabeth Chavez		Shelter		1000 · Compa...	177.32	5,335.21
Check	1/20/2017	5158	iSabel Guerrero		Shelter		1000 · Compa...	337.40	5,672.61
Check	1/20/2017	5159	Jose F. Mendoza		Shelter		1000 · Compa...	495.03	6,167.64
Check	1/20/2017	5160	Selina Mendoza		Shelter		1000 · Compa...	325.07	6,492.71
Check	1/20/2017	5161	Vicenta Richter		Shelter		1000 · Compa...	526.24	7,018.95
Check	1/20/2017	5162	Socorro D. Salinas ...		Shelter		1000 · Compa...	531.94	7,550.89
Check	1/20/2017	5163	Simon F. Sotelo		Shelter		1000 · Compa...	695.67	8,246.56
Check	1/20/2017	5164	KNPIP Account		Shelter		1000 · Compa...	724.52	8,971.08
Check	2/3/2017	5170	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	9,562.12
Check	2/3/2017	5171	Elizabeth Chavez		Shelter		1000 · Compa...	349.49	9,911.61
Check	2/3/2017	5172	iSabel Guerrero		Shelter		1000 · Compa...	337.40	10,249.01
Check	2/3/2017	5173	Jose F. Mendoza		Shelter		1000 · Compa...	495.03	10,744.04
Check	2/3/2017	5174	Selina Mendoza		Shelter		1000 · Compa...	246.01	10,990.05
Check	2/3/2017	5175	Vicenta Richter		Shelter		1000 · Compa...	526.24	11,516.29
Check	2/3/2017	5176	Socorro D. Salinas ...		Shelter		1000 · Compa...	591.04	12,107.33
Check	2/3/2017	5177	Simon F. Sotelo		Shelter		1000 · Compa...	695.67	12,803.00
Check	2/3/2017	5178	KNPIP Account		Shelter		1000 · Compa...	701.62	13,504.62
Check	2/17/2017	5187	Graciela Avalos		Shelter		1000 · Compa...	166.97	13,671.59
Check	2/17/2017	5188	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	14,262.63
Check	2/17/2017	5189	Elizabeth Chavez		Shelter		1000 · Compa...	177.32	14,439.95
Check	2/17/2017	5190	iSabel Guerrero		Shelter		1000 · Compa...	337.40	14,777.35
Check	2/17/2017	5191	Jose F. Mendoza		Shelter		1000 · Compa...	495.03	15,272.38
Check	2/17/2017	5192	Selina Mendoza		Shelter		1000 · Compa...	140.61	15,412.99
Check	2/17/2017	5193	Vicenta Richter		Shelter		1000 · Compa...	526.24	15,939.23
Check	2/17/2017	5194	Socorro D. Salinas ...		Shelter		1000 · Compa...	591.04	16,530.27
Check	2/17/2017	5195	Simon F. Sotelo		Shelter		1000 · Compa...	695.67	17,225.94
Check	2/17/2017	5196	KNPIP Account		Shelter		1000 · Compa...	684.22	17,910.16
Check	3/3/2017	5200	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	18,501.20
Check	3/3/2017	5201	Elizabeth Chavez		Shelter		1000 · Compa...	323.15	18,824.35
Check	3/3/2017	5202	iSabel Guerrero		Shelter		1000 · Compa...	337.40	19,161.75
Check	3/3/2017	5203	Jose F. Mendoza		Shelter		1000 · Compa...	495.03	19,656.78
Check	3/3/2017	5204	Selina Mendoza		Shelter		1000 · Compa...	298.73	19,955.51
Check	3/3/2017	5205	Vicenta Richter		Shelter		1000 · Compa...	166.97	20,122.48
Check	3/3/2017	5206	Socorro D. Salinas ...		Shelter		1000 · Compa...	472.84	20,595.32
Check	3/3/2017	5207	Simon F. Sotelo		Shelter		1000 · Compa...	695.67	21,290.99
Check	3/3/2017	5208	KNPIP Account		Shelter		1000 · Compa...	608.71	21,899.70
Check	3/17/2017	5212	Maria Dolor Broseker		Shelter		1000 · Compa...	591.04	22,490.74

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Accrual Basis

Quad Counties Council  
Profit & Loss Detail  
January 1 through March 22, 2017

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	3/17/2017	5213	Elizabeth Chavez		Shelter		1000 - Compa...	177.32	22,668.06
Check	3/17/2017	5214	iSabel Guerrero		Shelter		1000 - Compa...	337.40	23,005.46
Check	3/17/2017	5215	Jose F. Mendoza		Shelter		1000 - Compa...	495.03	23,500.49
Check	3/17/2017	5216	Selina Mendoza		Shelter		1000 - Compa...	427.24	23,927.73
Check	3/17/2017	5217	Vicenta Richter		Shelter		1000 - Compa...	526.24	24,453.97
Check	3/17/2017	5218	Simon F. Sotelo		Shelter		1000 - Compa...	695.67	25,149.64
Check	3/17/2017	5219	KNPIP Account		Shelter		1000 - Compa...	675.60	25,825.24
Total 65600 · Payroll Expenses								25,825.24	25,825.24
<b>7000 · Grant &amp; contract expense</b>									
<b>7011 · Family Services</b>									
Check	1/17/2017	5153	Cash	Utilities depo...	Shelter		1000 - Compa...	140.00	140.00
Total 7011 · Family Services								140.00	140.00
<b>7012 · Petty Cash</b>									
Check	3/17/2017	5220	iSabel Guerrero		Shelter		1000 - Compa...	500.00	500.00
Total 7012 · Petty Cash								500.00	500.00
Total 7000 · Grant & contract expense								640.00	640.00
<b>7500 · Other personnel expenses</b>									
<b>7520 · Accounting fees</b>									
Check	2/24/2017		Compass Bank	Fee for overdr...	Shelter		1000 - Compa...	38.00	38.00
Total 7520 · Accounting fees								38.00	38.00
Total 7500 · Other personnel expenses								38.00	38.00
<b>8500 · Misc expenses</b>									
<b>8540 · Staff development</b>									
Check	1/10/2017	5152	Compass Bank	HIPPA Training	Shelter		1000 - Compa...	149.94	149.94
Total 8540 · Staff development								149.94	149.94
Total 8500 · Misc expenses								149.94	149.94
<b>8600 · Business expenses</b>									
<b>8660 · Fines, penalties, judgements</b>									
Check	2/15/2017	Debit	Image statement		Shelter		1000 - Compa...	5.00	5.00
Check	2/15/2017		Image statement		Shelter		1000 - Compa...	40.00	45.00
Total 8660 · Fines, penalties, judgements								45.00	45.00
Total 8600 · Business expenses								45.00	45.00
Total Expense								33,460.77	33,460.77
Net Ordinary Income								-421.16	-421.16

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 Accrual Basis

Quad Counties Council  
 Profit & Loss Detail  
 January 1 through March 22, 2017

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
<b>Other Income/Expense</b>									
<b>Other Income</b>									
<b>Transfer Income</b>									
<b>Transfer Income - KNPIP</b>									
Deposit	1/5/2017	Dep.	Transfer	Transfer from...	Shelter		1000 · Compa...	5,000.00	5,000.00
Deposit	2/24/2017	Dep.	Transfer	Transfer from...	Shelter		1000 · Compa...	5,000.00	10,000.00
Deposit	3/16/2017	Dep.	Transfer	Transfer from...	Shelter		1000 · Compa...	5,000.00	15,000.00
Deposit	3/22/2017	Dep.	Transfer	Transfer from...	Shelter		1000 · Compa...	884.33	15,884.33
<b>Total Transfer Income - KNPIP</b>								<u>15,884.33</u>	<u>15,884.33</u>
<b>Total Transfer Income</b>								<u>15,884.33</u>	<u>15,884.33</u>
<b>Total Other Income</b>								<u>15,884.33</u>	<u>15,884.33</u>
<b>Other Expense</b>									
<b>Transfer Expense</b>									
<b>Transfer Expense - KNPIP</b>									
Check	1/13/2017		Transfer	Dev.Transfer...	Shelter		1000 · Compa...	13,500.00	13,500.00
Check	1/27/2017	5165	KNPIP Account	TWC reimburs...	Shelter		1000 · Compa...	467.84	13,967.84
<b>Total Transfer Expense - KNPIP</b>								<u>13,967.84</u>	<u>13,967.84</u>
<b>Total Transfer Expense</b>								<u>13,967.84</u>	<u>13,967.84</u>
<b>Total Other Expense</b>								<u>13,967.84</u>	<u>13,967.84</u>
<b>Net Other Income</b>								<u>1,916.49</u>	<u>1,916.49</u>
<b>Net Income</b>								<u><u>1,495.33</u></u>	<u><u>1,495.33</u></u>

VOL. 48 PAGE 513

#13



**TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST A1101**

Grant Recipient Name: Val Verde County Contract No 7216075 Region MRGDC

Modification No. 1 Start Date 11/30/2016 End Date 11/29/2018 Contract Amount \$500,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

- Exhibit A Performance Statement
- Exhibit B Budget
- Contract Period (extension)
- Special Conditions
- Other \_\_\_\_\_

What changes are proposed for the contract? Expansion of original project scale

Why are the proposed revisions requested for this contract?

Revisions are requested for this contract to extend First Time Water access on Vega Verde Road. This request will increase beneficiaries in the same target area. There is no new target area. The activity categories are the same as in the Performance Statement. The project still solves the same problem identified in the current Performance Statement.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? No TDA concur

**For Performance Statement Amendment/Modification Requests**

Do the proposed revisions address the same problem identified in the current Performance Statement? (Select One)  
Yes, same activity addressing the same problem

Do the proposed revisions change the beneficiaries of the contract? (Select One)  
Yes, the beneficiaries indicated in the Performance Statement will increase within the same project area.

Do the proposed revisions change the locations as described in the Performance Statement? (Select One)  
Yes, the attached map shows the original project locations and proposed project locations.

How significant are the proposed revisions? (Select One)  
For project with target area benefit: all work within same target area.

Is a previously conducted Environmental Review still valid? (Select One) TDA concur  
No, a Review has not yet been completed for this contract.

Are all clearances previously submitted for contract Special Conditions still valid? (Select One)  
No, clearances have not yet been submitted for this contract.

How will the proposed improvements be completed? (Select One)  
Force Account previously approved by TxCDBG.

Will the project be completed by the contract end date? (Select One)  
Yes

Required as of September 1, 2016 for all requested changes to TxCDBG contracts.  
For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

Provide any other appropriate information about this request in the space below:

[Empty box for additional information]

Supporting Documents Attached (if applicable):

- Revised Exhibit A (using track changes)
- Revised Exhibit B (using track changes)
- Resolution and Notice of Public Hearing
- Engineer's letter
- Revised Project Map
- Revised Implementation Schedule
- Other [Empty box]

**By my signature, I certify that the above is true and accurate and hereby request the contract change:**


County Judge
4/10/17  
 Signature of Authorized Signator Title Date

**Notifications:**

Mailing Address: Honorable Efrain Valdez, Val Verde County Judge P O Box 4250 Del Rio, Texas 78840

Email Address for Grant Recipient: evaldez@valverdecountry.org epadilla@valverdecountry.org ymartinez@valverdecountry.org

Other Email Address (list address for persons to be included in notification): carl.esser@hotmail.com debbieesser@yahoo.com

**TDA Action:**

Notes Attached

Contract Specialist	Team Lead	TxCDBG Director	ORA Administrator
[Empty box]	[Empty box]	[Empty box]	[Empty box]
Date [Empty box]	Date [Empty box]	Date [Empty box]	Date [Empty box]

Required as of September 1, 2016 for all requested changes to TxCDBG contracts. For additional information on contract changes see TxCDBG Project Implementation Manual Chapter 11

EXHIBIT A

PERFORMANCE STATEMENT

COUNTY OF VAL VERDE

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

Households in the colonia of San Felipe Pastures, located in Val Verde County, experience inadequate water pressure, resulting in the water system being in noncompliance with Texas Commission on Environmental Quality (TCEQ) regulations. Additionally, households in the colonia of Cienegas Terrace, also located in Val Verde County, do not have public water service.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Water Improvements Contractor shall make improvement to the water system that serves the colonia of San Felipe Pastures to improve pressure and to bring the system into compliance with TCEQ regulations. Contractor shall install one (1) ground storage tank, ~~one (1) hydropneumatic tank, one (1) chlorine building, one (1) control building, booster pumps, piping, electrical, site improvements, fencing,~~ and all associated appurtenances. Residents will be served by the City of Del Rio. Construction shall take place at the intersection of Old Hamilton Road and FM 2523.

These activities shall benefit ninety-two (92) persons, of which eighty-five (85) or ninety-two percent (92%) are of low- to moderate-income.

Water Improvements Contractor shall provide first-time water access to households in the colonia of Cienegas Terrace. Contractor shall install approximately ~~six one thousand three five hundred fourteen~~ linear feet (+514 6,300 l.f.) of six-inch (6") to eight-inch (8") water line, hydrants, valves and fittings, pavement repair, and all associated appurtenances. Residents will be served by the City of Del Rio. Construction shall take place in the following locations:

STREET	FROM	TO
Vega Verde Road	Existing line south of railroad tracks	<del>6,300 linear feet Southwest to private road</del>
Private Road	Vega Verde Road	End to the east <del>west</del>

These activities shall benefit ~~fourteen twenty-four~~ (+24) persons, of which ~~fourteen twenty-four~~ (+24) or one hundred percent (100%) are of low- to moderate-income.

Rehabilitation: Single-Unit Water Service Contractor shall provide first-time water service to households in the colonia of Cienegas Terrace. Contractor shall install ~~eleven four~~ (4 11) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Residents will be served by the City of Del Rio. Construction shall take place on Vega Verde Road and a private road off of Vega Verde Road.

These activities shall benefit ~~fourteen~~ twenty four (1424) persons, of which ~~twenty four~~ fourteen (1424) or one hundred percent (100%) are of low- to moderate-income.

**Engineering**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

**General Administration**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.



#14

April 16, 2017  
Early Notice and Public Review of a Proposed  
Activity in a 100-Year Floodplain

To: All interested Agencies Federal, State, and Local, Groups and Individuals

This is to give notice that Val Verde County under Part 58 has determined that the following proposed action under 2016 TxCDBG 7216075 Colonia Construction Fund Project is located in the 100-year floodplain and Val Verde County will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988 and/or 11990, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. Val Verde County shall provide first-time water access to households in the colonia of Cienegas Terrace/Vega Verde Road. Val Verde County proposes to install approximately six thousand three hundred linear feet (6,300 l. ft.) of six-inch (6") to eight-inch (8") water line, fire hydrants, valves, fittings, pavement repair, and all associated appurtenances. Residents will be served by the City of Del Rio. Construction shall take place from the existing fire hydrant south of the railroad tracks on Vega Verde Road to a point approximately 6,300 l. ft. south/southwest. Rehabilitation: Single-Unit Water Service Val Verde County shall provide first-time water service to households in the colonia of Cienegas Terrace/Vega Verde Road. Val Verde County shall install eleven (11) water meters and yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Residents will be served by the City of Del Rio. Construction shall take place on Vega Verde Road and a private road off of Vega Verde Road. This activity involves approximately seven tenths of an acre in the 100 year floodplain.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk.

Written comments must be received by Val Verde County at the following address on or before May 3, 2017; Val Verde County Attention Honorable Efrain Valdez, Val Verde County Judge P. O. Box 4250 Del Rio, Texas 78841 or at (830) 774-7552. A full description of the project may also be reviewed from 9 a.m. to 4 p. m. at Val Verde County Judge's Office Val Verde County Courthouse 400 Pecan Street Del Rio, Texas 78841. Comments may also be submitted via email at [evaldez@valverdecounty.org](mailto:evaldez@valverdecounty.org). Para más información en español, comuníquese con Efrain Valdez al (830) 774-7501.

Efrain Valdez  
Val Verde County Judge

#15



VAL VERDE COUNTY  
OFFICE OF THE COUNTY JUDGE

In 1968, President Lyndon Baines Johnson, a Texan, signed the Fair Housing Act into law. This landmark legislation sought to protect individuals' ability to own or rent property free from discrimination. In 1989, Texas solidified its commitment to this basic right by passing the Texas Fair Housing Act, which prohibits discrimination based on race, color, religion, sex, national origin, family status or disability.

These acts were conceived with a noble goal in mind: affording all Americans the opportunity to pursue their American Dream and seek the housing of their choice. Texans truly know the meaning of diversity and understand that our differences make us stronger, not weaker.

Each year, the month of April is dedicated to reaffirming our commitment to equality of opportunity in the housing industry.

At this time, I encourage all Val Verde County citizens to support fair housing practices so we can build an even brighter future for this great county that we call home.

Therefore, I, Efrain Valdez, Val Verde County Judge, do hereby proclaim April 2017 to be

**Fair Housing Month**

in Val Verde County, and urge the appropriate recognition whereof.

In official recognition whereof,  
I hereby affix my signature this the  
10<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Efrain Valdez,  
Val Verde County Judge  
Val Verde County, Texas



Dewberry Architects Inc. 469.232.5200  
7557 Rambler Road, Suite 670 469.232.5201 fax  
Dallas, TX 75231 www.dewberry.com

#16

April 7, 2017

Val Verde County, Texas  
Attn: Eloy Padilla, Administrative Assistant to County Judge  
Val Verde County  
400 Pecan Street  
Del Rio, TX 78840

RE: 50056689/Val Verde Library Expansion and Renovation

Dear Mr. Padilla,

We are very pleased the project is open and in use. It has been a long road to get here and we know your team and citizens will enjoy the spaces for many generations. On several occasions we have noted that our contract expired on or about April of 2015. Dewberry has made every effort to fulfill and in many cases exceed our contract obligations. We are pleased with this project and believe it has been a successful team effort for much of the past four or five months.

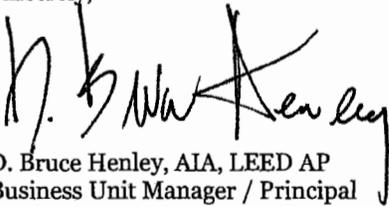
Some of the early delays on the project were caused by the grant process, and very little of that slow down caused us to expend more effort than what we had agreed to by contract. The contractors have moved slowly and in the early portion of the project we were not spending additional efforts beyond our agreed contract estimates, but in the summer of 2016 we passed the point the Contractor had promised to complete the project. Our efforts began to exceed our contracted expectations with continued meetings, trips and reviews. At that time, the contractor was optimistic completion was near, but they never finished.

We believe to back up prior to January 1, 2017 would not serve your best interests, so we would like to submit an additional service request for 2017 efforts only. Within our AIA B101 Contract dated October 30, 2012, within Article 4 and more specifically in 4.3.3 and 4.3.4 it discusses the extra efforts that may trigger additional services on behalf of the architect.

While we are near project completion, we know there are one or more trips remaining to the site, and a hand full of meetings, plus the end of job paperwork. As of March 31, 2017, our team has spent a total combined time that equals \$21,456 in 2017. For these completed efforts, we request a Construction Administration fee increase from \$76,850 to \$98,306. Our estimate to reach the end of responsibilities might be as much as another \$17,000. We can establish an Hourly Not-to-Exceed billing basis on what remains. Our request of the County is for added services of \$38,000 for the time spent to date and the time yet to spend. We realize this needs to be discussed so that we can come to a mutual agreement for the efforts.

We are open to discuss with you and we can provide whatever information you might need to present this to the Commissioners. If you have any questions please feel free to give me a call.

Sincerely,



D. Bruce Henley, AIA, LEED AP  
Business Unit Manager / Principal

#17

# Fwd: Fw: Plaques for Val Verde County

Tom Willis <tom@thwillisco.com>

Thu 3/30/2017 2:28 PM

To: carl esser <carl.esser@hotmail.com>;

2 attachments (4 MB)

IMG\_3478.JPG; Second Plaque.jpg;

Carl,

The price for 2 each Cast Bronze Plaques, 18" x 18" is \$ 1,556.00, delivered.

Thanks,

Tom Willis [tom@thwillisco.com](mailto:tom@thwillisco.com)

T.H. Willis Company, Inc.  
P.O. Box 1330  
Lampasas, TX 76550

(p) 512-564-1025  
(f) 512-564-1068

Architectural Building Specialties

HUB/WBE/SBE

----- Forwarded message -----

From: carl esser <[carl.esser@hotmail.com](mailto:carl.esser@hotmail.com)>  
Date: Thu, Mar 30, 2017 at 5:16 AM  
Subject: Fw: Plaques for Val Verde County  
To: "[tom@thwillisco.com](mailto:tom@thwillisco.com)" <[tom@thwillisco.com](mailto:tom@thwillisco.com)>  
Cc: "[mwardlaw@valverdecountry.org](mailto:mwardlaw@valverdecountry.org)" <[mwardlaw@valverdecountry.org](mailto:mwardlaw@valverdecountry.org)>, debbie esser <[debbieesser@yahoo.com](mailto:debbieesser@yahoo.com)>

Tom,

Val Verde County requested I reach out to you for a quote to produce 2 plaques for the Val Verde County Library. Photos of the plaques are attached. 18" x 18" in size is preferred. Please reply with any questions. Thanks for your help.

Carl Esser, Consultant  
Esser & Company  
702 S. Ashby Drive  
Uvalde, TX???? 78801  
(830) 278-1423  
(830) 278-1555 fax  
(830) 486-5849 cell

**From:** carl esser <[carl.esser@hotmail.com](mailto:carl.esser@hotmail.com)>  
**Sent:** Thursday, March 30, 2017 4:18 AM  
**To:** carl esser  
**Subject:** Plaque

# LIBRARY

## VAL VERDE COUNTY

1999

COMMISSIONERS COURT  
JUDGE JAMES H. LINDSEY  
JOHN DUJALE  
ROBERT CAUTHORN  
SAIL MACESE  
R. H. WILLIAMS

LIBRARIAN  
FESS STANLEY  
ARCHITECT  
JULIE BRISBY - ARCHITECTS  
GENERAL CONTRACTOR  
WILLYN WATERS - CONTRACTOR

COMMISSIONERS' COURT GRATEFULLY ACKNOWLEDGES THE ASSISTANCE  
OF THE LIBRARY BOARD IN THE CONSTRUCTION OF THIS BUILDING

FOR THE

VAL VERDE COUNTY LIBRARY

MRS. MAX STOOL AND MRS. RICHARD REORDAN

CHAIRMEN OF THE BUILDING COMMITTEES

E. O. BLACKSHARE  
MRS. A. R. CAUTHORN  
MRS. H. K. FAWCETT  
MRS. A. F. HADY  
MRS. FRED HARLOW  
MRS. WILL O. MILLS  
M. S. MOONEY  
FRANK NEWTON  
BESS BRADLEY, LIBRARIAN

GILBERT CERDA  
DALLAS JOHNSON  
MRS. ROBERT MCGAW  
MRS. WILL F. WHITEHEAD  
BEN WOODSON  
MRS. ERNEST L. WORLEY, JR.  
AIDED BY  
MRS. PAT ROSE, JR.  
MRS. F. O. WHITEHEAD

1962 - 1964



### Construction Contract Change Order

**A505**

Grant Recipient: Val Verde County Select:  City  County  
Contract No.: 713125 Change Order No.: 2 Region: MRGDC

**Contractor:**

TTE, LLC  
P.O. Box 631  
Spicewood, Texas 78669

**Engineer:**

TRC Engineers, Inc.  
505 East Huntland Drive, Suite 250  
Austin, Texas 78752

Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

**New Items Requested (Items WITHOUT a unit price in the original bid)**

Provide explanation below (attach separate documentation as appropriate).

City of Del Rio required restraints to be added to the water pipe passing through bores.

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
CO.2	Restrained Joints for Bores		1	LS	\$6,467.00	1	\$6,467.00	-
Contract New Item Sub-Total:							\$6,467.00	

**Change in Contract Duration**

Provide explanation below (attach separate documentation as necessary).

US 90 Water Line to provide water but water line delayed, rain days, FAA permitting delay, electrical AEP connection tie in delay

Original Contract End Date: 4/9/2016

Net change of previous Change Orders (days): 0

Increase/Decrease of this Change Order (days): 354

Change Order Contract End Date 3/29/2017

**Justification for Change**

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

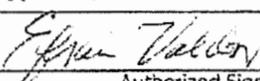
Grant Recipient: Val Verde County Contract No.: 713125 Change Order No.: 2

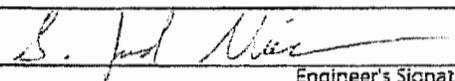
This form required as of September 1, 2016.  
All previous versions no longer valid.

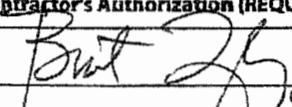
### Change Order Summary

Original Contract Price:	\$580,021.00	Original Contract End Date:	4/9/2016
Net Previous Change Order(s):	\$4,900.00	Net change of previous Change Orders (days):	0
This Net Change Order:	\$6,467.00	Increase/Decrease of this Change Order (days):	354
New Contract Price:	\$591,388.00	Change Order Contract End Date	3/29/2017
Cumulative % Change:	1.960%		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

<b>Grant Recipient Approval (REQUIRED)</b>	
 Authorized Signature and Title	4/10/17 Date

<b>Engineer's Recommendation</b>	
 Engineer's Signature	3-30-17 Date

<b>Contractor's Authorization (REQUIRED)</b>	
 Contractor's Signature	4/13/17 Date

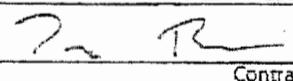
To receive an email copy of the TDA response, provide contact information below

Name	Email	
Efrain Valdez, County Judge	evaldez@valverdecountry.org	+
Carl Esser, Admin Consultant	carl.esser@hotmail.com	-
S. Jared Niemann, P.E., Engineering Consultant	jniemann@trcsolutions.com	-

**For TDA office use only**

This Net Change Order:	\$6,467.00	Increase/decrease of this Change Order (days):	354
Net Change Order Approved:	6,467. <sup>00</sup>	Increase/decrease of this Change Order Approved:	354
Approved Contract Amount:	591,388	Approved Contract Time:	<input checked="" type="checkbox"/>

Notes:

 Contract Specialist Signature	4/13/17 Date
_____ Director Signature (optional)	_____ Date

**A709**

**Certificate of Construction Completion (COCC)**  
(Submit one for each Prime Construction Contract)

Grant Recipient: Val Verde County

TxCDBG Contract No: 713125

This is to certify that a final inspection of the project described below was conducted on the 29th day of March, 2017. Contract was entered into on the 13th day of July, 2015 between the County of Val Verde and TTE, LLC for the construction of the Escondido Estates Booster Station and two (2) bores under Liberty Drive and Union Pacific Railroad.

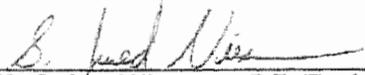
**This is to further certify that:**

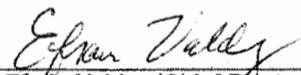
1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ 0.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of twelve (12) months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

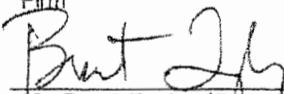
6. Amount of Original Contract	\$	580,021.00
Cumulative Change Orders	\$	11,367.00
Final Amount of Contract	\$	591,388.00
Less Previous Payments	\$	553,565.95
Less Deductions (from #2 above)	\$	0.00
FINAL PAYMENT (Balance)	\$	37,822.05

7. The Final Payment above is now due and payable.

**Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:**

  
\_\_\_\_\_  
Mr. S. Jared Niermann, P.E. (Engineer)  
Project Manager  
Title  
TRC Engineers, Inc.  
Firm

  
\_\_\_\_\_  
Mr. Efraín Valdez (Chief Elected Official)  
County Judge  
Title  
Val Verde County  
City / County

  
\_\_\_\_\_  
Mr. Brent Taylor (Contractor)  
Contractor/Owner  
Title  
TTE, LLC  
Firm

09/01/2016



**TxCDBG REQUEST FOR PAYMENT**

**A203**

Grant Recipient: Val Verde County

Contract No.: 713125 Request No: 13 Region: MRGDC

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

Contract Period: From: Mar 31, 2014 To: Mar 29, 2017 Period Covered by this Report: From: Jun 17, 2016 To: Mar 29, 2017

Activity Number A	Budget B	This Request C	Total Drawn D	Balance (B-C-D)	% of Activity Budget Drawn
03J - Water Improvements-Construction	\$ 384,000.00	\$ 38,400.00	\$ 345,600.00	\$ 0.00	100%
03J - Water Improvements-Engineering	\$ 62,000.00	\$ 0.00	\$ 55,125.00	\$ 6,875.00	89%
03J - Water Improvements-Acquisition	\$ 4,000.00	\$ 0.00	\$ 4,000.00	\$ 0.00	100%
21A - General Administration	\$ 50,000.00	\$ 0.00	\$ 31,000.00	\$ 19,000.00	62%
<b>Total Grant Funds:</b>	<b>\$ 500,000.00</b>	<b>\$ 38,400.00</b>	<b>\$ 435,725.00</b>	<b>\$ 25,875.00</b>	
<b>Matching Funds:</b>	<b>\$ 25,000.00</b>	<b>\$ 148,337.50</b>	<b>\$ 40,859.40</b>	<b>\$ 0.00</b>	

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

<b>Total Grant Funds Requested To Date:</b> \$ 474,125.00	<b>Total Match Funds Expended To Date:</b> \$ 189,196.90	39.904	percent match funds to grant 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)."

Efrain Valdez	County Judge	<i>Efrain Valdez</i>	4/10/17
<i>Name of 1st Authorized Certifying Official</i>	<i>Title</i>	<i>Signature of Authorized Certifying Official</i>	<i>Date</i>
Matthew Weingardt	County Auditor	<i>Matthew Weingardt</i>	04.18.17
<i>Name of 2nd Authorized Certifying Official</i>	<i>Title</i>	<i>Signature of Authorized Certifying Official</i>	<i>Date</i>

Form must be signed and dated by authorized signatories.

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



T.B.P.E. #F-8632  
 505 East Huntland Drive  
 Suite 250  
 Austin, TX 78752

512.450.3716 phone  
 512.450.2433 fax  
 www.TRCSolutions.com

March 29, 2017

Honorable Efrain Valdez, County Judge  
 Val Verde County Courthouse, 1<sup>st</sup> Floor  
 400 Pecan Street  
 Del Rio, Texas 78840

RE: Escondido Estates Booster Station  
 TxCDBG Contract No. 713479 and 713125  
 Pay Request No. 10 and Final

Dear Judge Valdez:

Enclosed for consideration by the County is the 10<sup>th</sup> and Final partial pay estimate for TTE, LLC. Please see the following table for a summary of the contract and payment amounts.

Current Contract Amount	Amount this Estimate	Previous Payments	Amount Remaining
\$591,388.00	\$37,822.05	\$553,565.95	\$0.00

It is recommended that payment be made in the amount of \$37,822.05 at the County's earliest convenience. Please sign and return one copy to this office and one to TTE, LLC. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

S. Jared Niermann, P.E.  
 Project Manager

Enclosure

TTE, LLC

P.O. Box 631 Spicewood, Texas 78669 512-461-0806

APPLICATION AND CERTIFICATE FOR PAYMENT

ESCONDIDO ESTATES BOOSTER STATION  
TXCDBG CONTRACT NO. 713479 AND 713125

ENGINEER  
TRC Engineers, Inc.  
505 East Huntland Dr. Suite 250  
Austin, Texas 78752  
512-454-8716

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

APPLICATION NO: 10 and Final

APPLICATION DATE: March 29, 2017

Contract Time:

Date of Contract Award .....	<u>07/13/15</u>
Projected Contract Substantial Completion Date .....	<u>03/29/17</u>
Notice to Proceed .....	<u>10/12/15</u>
Contract Days and Approved Time Extensions .....	<u>534</u>
Contract Days to Date .....	<u>534</u>
Percent of Time Used to Date .....	<u>100%</u>
Percent of Work Completed to Date .....	<u>100.0%</u>

Contract Cost:

Original Contract Amount .....	<u>\$580,021.00</u>
Net Change Orders .....	<u>\$11,367.00</u>
Current Contract Amount .....	<u>\$591,388.00</u>
Work Completed to Date .....	<u>\$591,388.00</u>
Less Amount Retained (0%) .....	<u>\$0.00</u>
Less Previous Payment to Contractor .....	<u>\$553,565.95</u>
<b>AMOUNT DUE THIS PAYMENT .....</b>	<b><u>\$37,822.05</u></b>

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in Recommendation for Payments were issued and payments received from the Owner, and that the current payment accordance with the Contract Document, that all amounts have been paid by him for work for which previous shown herein is now due.

CONTRACTOR: TTE, LLC

By: [Signature]

Date: 3/29/17

Job progress is satisfactory and the work appears to be in compliance with plans and specifications. In accordance with the Contract, the undersigned recommends payment to the Contractor of the amount due as shown above.

ENGINEER: TRC Engineers, Inc.

By: [Signature]

Date: 3/29/17

OWNER: Val Verde County

By: [Signature]

Date: 4/10/17

APPLICATION AND CERTIFICATE FOR PAYMENT

ESCONDIDO ESTATES BOOSTER STATION  
TXCDBG CONTRACT NO. 713479 AND 713125

APPLICATION DATE: March 29, 2017  
APPLICATION NO: 10 and Final

ITEM	CURRENT QTY	UNIT	CONT. UNIT PRICE	TOTAL CONT.	QTY THIS ESTIMATE	WK. DONE THIS ESTIMATE	QTY PREVIOUS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	QTY DONE TO DATE	WK. DONE TO DATE	% COMPLETE		
P.I.1	30,000	Gallon	GST	1	LS	\$77,000.00	\$77,000.00						
P.II.1			Bond and Ins for Bore Portion	1	LS	\$5,000.00	\$5,000.00						
P.II.2			Mob and Demob	1	LS	\$5,000.00	\$5,000.00						
P.II.3			Temp Signage	1	LS	\$3,000.00	\$3,000.00						
P.II.4	18"	Bore & Casing		105	LF	\$381.00	\$40,005.00						
P.II.5	16"	Bore & Casing		64	LF	\$344.00	\$22,016.00						
P.II.6			Traffic Control	1	LS	\$3,000.00	\$3,000.00						
P.II.7			UPRR Requirements	1	LS	\$6,000.00	\$6,000.00						
P.III.1			Bond and Ins for Booster Station Portion	1	LS	\$7,500.00	\$7,500.00						
P.III.2			Mob and Demob	1	LS	\$7,500.00	\$7,500.00						
P.III.3			Pre-Engineered Bldg	1	LS	\$37,500.00	\$37,500.00						
P.III.4			Chlorination	1	LS	\$56,000.00	\$56,000.00						
P.III.5			Pressure Tank	1	LS	\$47,500.00	\$47,500.00						
P.III.6			GST Foundation	1	LS	\$19,500.00	\$19,500.00						
P.III.7			GST Installation	1	LS	\$27,000.00	\$27,000.00						
P.III.8			Booster Pumps	1	LS	\$57,000.00	\$57,000.00						
P.III.9			Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00						
P.III.10			Yard Piping	1	LS	\$15,000.00	\$15,000.00						
P.III.11			Fencing	1	LS	\$16,000.00	\$16,000.00						
P.III.12			Electrical	1	LS	\$111,000.00	\$111,000.00	0.02					
P.III.13			Compressed Air System	1	LS	\$12,000.00	\$12,000.00						
P.III.14			Tracer Wire	100	LF	\$5.00	\$500.00						
C.O. #1			Vinyl Coating for Galvanized Fence	1	LS	\$4,900.00	\$4,900.00						
C.O. #2			Restrained Joints for Bores	1	LS	\$6,467.00	\$6,467.00	1					
						\$591,388.00		\$8,687.00		\$582,701.00		\$591,388.00	100.0%

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**A807**

**Certificate of Construction Completion for Force Account**

SUBMIT ONE FOR EACH PRIME CONSTRUCTION PROJECT

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

**PART 1 – CERTIFICATION OF CONSTRUCTION COMPLETION**

This is to certify that a final inspection of the project described below was conducted on the 29<sup>th</sup> day of March, 2017.

Description of work completed (i.e. quantities installed): Installed ten thousand one hundred seventy linear feet (10,170 L. Ft.) of 8" water main line, valves, fittings and all service connections in Rancho Del Rio Colonia area.

This is to further certify that:

The work has been completed in accordance with the plans and specifications thereto, with the following exceptions: None

Certified by:

Jared Niemann

P. E.  
Title

TRC Engineers Inc.  
Firm

*Mario Cervantes*  
Mario Cervantes  
Public Works/Utilities Director

Val Verde County  
County of

*Efrain Valdez*  
Efrain Valdez

County Judge  
Title

Val Verde County  
County of

\* Engineer is not responsible for certification of local expenditures.

**PART 2 – CERTIFICATION OF EXPENSES**

Amount of TxCDBG funds expended on this construction project: \$ 500,000.00

Amount of Local/Other funds expended: \$ 189,196.90

Certified by:

*Mario Cervantes*  
Mario Cervantes  
Public Works/Utilities Director

Val Verde County  
County of

*Efrain Valdez*  
Efrain Valdez

County Judge  
Title

Val Verde County  
County of

09/01/2016

Date	Check #	Transaction	Invoice Amount	Match	Pd. From Grant
7/20/2016	76418	TTE #7	\$ 127,760.40	\$ 40,859.40	86,901.00 Draw #12
9/12/2016	76820	TTE #8	\$ 84,116.05	\$ 84,116.05	
9/12/2016	76820	TTE #9	\$ 9,490.50	\$ 8,912.55	\$ 577.95 Draw #13

\$ 133,888.00 Cash

Force Account Match Rancho Del Rio Colonia

Date	Personnel Cost	Equipment Rental Cost	Total Amount	
2/6-12/17	\$ 7,190.00	\$ 1,055.60	\$ 8,245.60	
2/13-19/17	\$ 7,190.00	\$ 1,055.60	\$ 8,245.00	
2/20-26/17	\$ 5,392.50	\$ 791.70	\$ 6,184.20	
2/27-3/5/17	\$ 6,841.10	\$ 1,055.60	\$ 7,896.70	
3/6-12/17	\$ 7,190.00	\$ 1,055.60	\$ 8,245.60	
3/13-19/17	\$ 7,190.00	\$ 1,055.60	\$ 8,245.60	
3/20-26/17	\$ 7,190.00	\$ 1,055.60	\$ 8,245.60	
Totals	\$ 48,183.60	\$ 7,125.30	\$ 55,308.90	\$55,308.90

Grand Total Matching Funds

\$ 189,196.90

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline (Installed 1,720 L. Ft of waterline) Week of: Feb. 6-12, 2017

WEEKLY SUMMARY	COST
Personnel	\$7,190.00
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$8,245.60</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 6	T 7	W 8	T 9	F 10	S 11	S 12					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	34.89	1,395.60
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>7,190.00</b>		

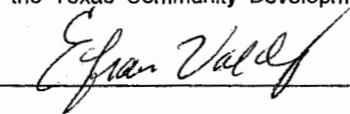
**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" Bucket FEMA Code 8281	Joe Jackson	Dug Waterline Rancho Del Rio Colonia	10	10	10	10	0	0	0	40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,055.60</b>	

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

\*Equipment Notes:  
 Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature:   
 09/01/2016

Title: County Judge

Date: 4/10/17

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline (Installed 1,720 L. Ft of waterline) Week of: Feb. 13-19, 2017

WEEKLY SUMMARY	COST
Personnel	\$7,190.00
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$8,245.60</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 13	T 14	W 15	T 16	F 17	S 18	S 19					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	34.89	1,395.60
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>7,190.00</b>		

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Dug Waterline Rancho Del Rio Colonia	10	10	10	10	0	0		40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,055.60</b>	

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

**\*Equipment Notes:**

Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature:  Title: County Judge Date: 4/10/17

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline (Installed 1,370 L. Ft of waterline) Week of: Feb. 20-26, 2017

WEEKLY SUMMARY	COST
Personnel	\$5,392.50
Equipment	\$791.70
<b>TOTAL COSTS:</b>	<b>\$6,184.20</b>

**Table A: Personnel Costs**

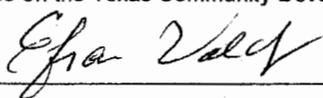
Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 20	T 21	W 22	T 23	F 24	S 25	S 26					
Joe Jackson	Project Foreman	Operate Excavator	0	10	10	10	0	0	0	30	40	10	18.68	560.40
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	0	10	10	10	0	0	0	30	40	10	36.98	1,109.40
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	0	10	10	10	0	0	0	30	40	10	34.89	1046.70
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	0	10	10	10	0	0	0	30	40	10	22.41	672.30
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	0	10	10	10	0	0	0	30	40	10	28.20	846.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	0	10	10	10	0	0	0	30	40	10	20.11	603.30
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	0	10	10	10	0	0	0	30	40	10	18.48	554.40
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>													<b>\$5,392.50</b>	

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Dug Waterline Rancho Del Rio Colonia	0	10	10	10	0	0	0	30	26.39	\$791.70
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>												

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature: 

Title: County Judge

Date: 4/10/17

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline (Installed 1,720 L. Ft of waterline) Week of: Feb. 27-March 5 2017

WEEKLY SUMMARY	COST
Personnel	\$6,841.10
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$7,896.70</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 6	T 7	W 8	T 9	F 10	S 11	S 12					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	0	10	10	10	0	0	0	30	40	10	34.89	1,046.70
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>\$6,841.10</b>		

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Dug Waterline in Rancho Del Rio Colonia	10	10	10	10	0	0	0	40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>												

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes:  
 Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature: *Efra Valdez* Title: County Judge Date: 4-10-17

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline (Installed 1,720 L. Ft of waterline) Week of: March 6- March 12, 2017

WEEKLY SUMMARY	COST
Personnel	\$7,190.00
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$8,245.60</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 6	T 7	W 8	T 9	F 10	S 11	S 12					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	10	34.89	1,395.60
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>\$7,190.00</b>		

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Dug Waterlines in Rancho Del Rio Colonia	10	10	10	10	0	0	0	40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,055.60</b>	

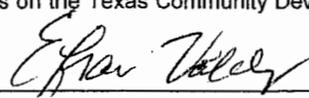
- Operator hours described in this table MUST be documented on Table A.

- Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.

\*Equipment Notes:

Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature: 

Title: County Judge

Date: 4/10/17

09/01/2016

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline Installed 1,920 L. Ft. of waterline Week of: March 13-19, 2017

WEEKLY SUMMARY	COST
Personnel	\$7,190.00
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$8,245.60</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 6	T 7	W 8	T 9	F 10	S 11	S 12					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline route	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	10	34.89	1,395.60
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline/pipes in ditch	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials (pipes) to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand for Quarry to site, hauling materials	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>\$7,190.00</b>		

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Excavate Waterline to set water services in Rancho Del Rio Colonia	10	10	10	10	0	0	0	40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,055.60</b>	

- Operator hours described in this table MUST be documented on Table A.  
 - Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.  
 \*Equipment Notes:  
 Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/28/17 to 3/28/17

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

Supervisor Signature: *Efra Valo* Title: County Judge Date: 4/10/17

## Construction Personnel Time Sheet

**A804**

Grant Recipient: Val Verde County TxCDBG Contract No: 713125

Project Description: Rancho Del Rio Waterline Set Services for First Time Water Week of: March 20 - 26, 2017

WEEKLY SUMMARY	COST
Personnel	\$7,190.00
Equipment	\$1,055.60
<b>TOTAL COSTS:</b>	<b>\$8,245.60</b>

**Table A: Personnel Costs**

Employee Name	Job Classification	Activity Performed	Hours Worked							Total Hours - TxCDBG	Total Hours - All Work	Total Hours - Leave	Hourly Rate	Total Cost
			M 6	T 7	W 8	T 9	F 10	S 11	S 12					
Joe Jackson	Project Foreman	Operate Excavator	10	10	10	10	0	0	0	40	40	0	18.68	747.20
Mario Cervantes	Foreman Pct. #1	Coordinating Materials, Supplies, Marking proposed waterline services, coordinating with property owners	10	10	10	10	0	0	0	40	40	0	36.98	1,479.20
Pedro Saucedo	Heavy Equip. Operator	Pipelayer, connecting waterline services	10	10	10	10	0	0	0	40	40	10	34.89	1,395.60
Daniel Chavez	Light Equipment Operator	Pipelayer, connecting waterline services	10	10	10	10	0	0	0	40	40	0	22.41	896.40
Carlos Elquezabal	Light Equipment Operator	Operate Loader, loading sand to cover waterline services	10	10	10	10	0	0	0	40	40	0	28.20	1,128.00
Miguel Cantu	Light Equipment Operator	Hauling materials to project sites	10	10	10	10	0	0	0	40	40	0	20.11	804.40
David Medina	Driver Pct. 1	Operate Dump Truck, Hauling Sand and hauling materials to project site	10	10	10	10	0	0	0	40	40	0	18.48	739.20
<b>TOTAL WEEKLY PERSONNEL COSTS:</b>												<b>\$7,190.00</b>		

**Table B: Equipment Costs**

Equipment (type, size, & FEMA code)	Operator	Activity Performed and Location of Work*	Hours / Miles*							Total Hrs / Miles - TxCDBG	Hourly Rate	Total Cost
			M	T	W	T	F	S	S			
CAT MINI Excavator 65 HP with 24" bucket FEMA Code 8281	Joe Jackson	Excavate Waterline to set water services in Rancho Del Rio Colonia	10	10	10	10	0	0	0	40	\$26.39	\$1,055.60
<b>TOTAL WEEKLY EQUIPMENT COSTS:</b>											<b>\$1,055.60</b>	

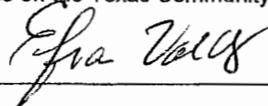
- Operator hours described in this table MUST be documented on Table A.

- Vehicles used for transport of people must be based on rate per mile. Reimbursement for hourly vehicle use must be justified below\*.

\*Equipment Notes:

Val Verde County Rented the Mini Excavator with 24" bucket for 2 months for a total charge of \$8,444.64 for 2 months from 1/26/17 to 3/26/17

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

Supervisor Signature: 

Title: County Judge

Date: 4/10/17

09/01/2016



**VAL VERDE COUNTY**

400 Pecan St.  
Del Rio, TX 78840  
PH: (830) 774-7505  
FAX: (830) 774-7508

**PURCHASE ORDER**

**PO Number:** 49241      **Date:** 01/27/2017  
**Requisition #:** REQ-06552      **Vendor #:** 5551  
**Department:** County Commissioner Pct. #1

**ISSUED TO:** Texas First Rentals LLC  
P.O. Box 650869  
Dallas, TX 75265-0869

**SHIP TO:** Val Verde County  
Attn: Roy Musquiz Jr  
400 Pecan St.  
Third Floor Purchasing  
Del Rio, TX 78840

ITEM	UNITS	DESCRIPTION	VENDOR PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	2	Pct.1 - Water Project - Compact Excavator N/C for 24" Backhoe Bucket Quote #32885	4301900	1178-1111-00-16002	1401	3,400.00	6,800.00
2	2	Environmental Charge		1178-1111-00-16002	1401	51.00	102.00
3	1	Texas Emission Reduction Program		1178-1111-00-16002	1401	51.00	51.00
4	2	Hevy Equipment Inventory Tax		1178-1111-00-16002	1401	7.82	15.64
5	1	Delivery Charge		1178-1111-00-16002	1401	500.00	500.00
6	1	Pick Up Charge		1178-1111-00-16002	1401	500.00	500.00
7	1	Damage Waiver		1178-1111-00-16002	1401	476.00	476.00

Authorized by: *Roy Musquiz Jr*

SUBTOTAL:	8,444.64
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>8,444.64</b>

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

# 19  
**A606**



## Notice to Owner for Donations of Easements and Rights of Way

April 10, 2017

TxCDBG Contract No. 713076

Jose J Espinoza & Charles Cameron  
P O Box 274  
Varrell, Texas 76537

Dear Mr. Jose J Espinoza & Mr. Charles Cameron:

Val Verde County received a grant from the Texas Community Development Block Grant Program. This grant will enable us to provide you and your neighbors with first time water improvements.

We are glad to provide you with these improved services. However, we need your cooperation to complete this project. In order to provide you with first time water service, Val Verde County will need a permanent easement/right-of-way on your property.

The granting of this permanent easement/right-of-way will help us to provide you with better services sooner and at a lower cost. And this service may also increase the value of your property.

We are asking you to donate to Val Verde County that portion of your property needed to bring you this service. Per your donation Val Verde County will provide your property with first time water service. A water meter will be installed on your property and connected to the eight-inch (8") waterline for your future water service when needed. The portion of your property needed for the waterline improvement is described on the enclosed *Notice of Agreement to Donate*.

Val Verde County has estimated the value of that portion of your property to be donated, and the dollar amount is also stated on the enclosed form. This amount may be claimed as a deduction for federal income tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation. You also have the right, by law, to an appraisal of the Market Value, if any, of the property described, and to receive just compensation.

Please examine the enclosed form carefully. Write your initials in the box beside the statement which represents your response to this invitation to donate your property. Sign the form in the space provided. Return the copy of the form you have initialed and signed in the enclosed stamped self-addressed envelope within 30 days. Keep one copy of the form for your reference.

We appreciate your cooperation in helping us bring you and other residents of Val Verde County and Escondido Estates this needed service.

Sincerely,

Efrain Valdez  
Val Verde County Judge

Attachment:

**A605**

**NOTICE OF AGREEMENT TO DONATE**

*Note: Two Copies of this form should be sent to the owner along with the Grant Recipient's Notice; the owner should return one signed copy to the Grant Recipient.*

Grant Recipient: Val Verde County TxCDBG Contract No. 713076  
Name of Owner: Jose J Espinoza & Charles Cameron Date Notified: April 10, 2017  
Address: P O Box 274, Varrell, Texas 76537

I understand that the County) of Val Verde needs to acquire a portion of my property to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. The needed portion of my property is described as follows:

- 1.- A PROPOSED 10 FEET WIDE AND 1,180 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY CHARLES CAMERON AND JOSE ESPINOZA, OUT OF AND PART OF TRACTS 3, 4, AND 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

I understand this portion of my property will be used to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. .

The County of Val Verde has estimated the value of this (permanent easement/right-of-way) at (spell out dollars) \$ Two Hundred Three Dollars and Nineteen Cents. (\$203.19).

PLEASE INITIAL THE BOX BESIDE THE STATEMENT THAT REPRESENTS YOUR RESPONSE TO THIS INVITATION TO DONATE PROPERTY:

- I wish to donate the property described above to the County of Val Verde and I wish to waive my right to an appraisal.
- I wish to donate the property described above but I wish to have this property appraised at Market Value before donating. I understand that I may claim a deduction on the estimated value of that easement for federal income tax purposes. I further understand that before I may use the donated property as a tax deduction, I should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation

I understand the County) of Val Verde will contact me to arrange for the transfer of this property and will pay any and all ordinary costs associated with this transaction.

- I **do not** wish to donate. [The county will contact you soon concerning a written offer to purchase based on either an appraisal or a statement of justification.]

Owner \_\_\_\_\_ Owner \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

09/01/2016

**Owner Release Form for Donated Property**

TxCDBG GRANT RECIPIENT Val Verde County TxCDBGCONTRACTNO. 713076

I understand that Val Verde County, Texas, as a part of the Texas Community Development Block Grant Program, requires the following permanent easement in property I own, described as follows:

A PROPOSED 10 FEET WIDE AND 1,180 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY CHARLES CAMERON AND JOSE ESPINOZA, OUT OF AND PART OF TRACTS 3, 4, AND 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

for permanent easement for eight-inch (8") waterline.

and that, Federal law (the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646) provides that no owner shall be required to surrender possession of real property or any interest therein before the acquiring Grant Recipient offers to buy such property or interest for an amount not less than the Grant Recipient's approved market appraisal of the value of the property.

**INSERT OPTION #1 OR #2** (specify which) --

**#1-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the County from said obligations.**

- OR -

**#2-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the county from an appraisal of my real property.**

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of County Official)

\_\_\_\_\_  
(Date)

09/01/2016

**A606**



**Notice to Owner for Donations of Easements and Rights of Way**

April 10, 2017

TxCDBG Contract No. 713076

Narcissa G. Gutierrez  
522 D. Highway 90 East  
Del Rio, Texas 78840

Dear Narcissa G. Gutierrez:

Val Verde County received a grant from the Texas Community Development Block Grant Program. This grant will enable us to provide you and your neighbors with first time water improvements.

We are glad to provide you with these improved services. However, we need your cooperation to complete this project. In order to provide you with first time water service, Val Verde County will need a permanent easement/right-of-way on your property.

The granting of this permanent easement/right-of-way will help us to provide you with better services sooner and at a lower cost. And this service may also increase the value of your property.

We are asking you to donate to Val Verde County that portion of your property needed to bring you this service. Per your donation Val Verde County will provide your property with first time water service. A water meter will be installed on your property and connected to the eight-inch (8") waterline for your future water service when needed. The portion of your property needed for the waterline improvement is described on the enclosed *Notice of Agreement to Donate*.

Val Verde County has estimated the value of that portion of your property to be donated, and the dollar amount is also stated on the enclosed form. This amount may be claimed as a deduction for federal income tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation. You also have the right, by law, to an appraisal of the Market Value, if any, of the property described, and to receive just compensation.

Please examine the enclosed form carefully. Write your initials in the box beside the statement which represents your response to this invitation to donate your property. Sign the form in the space provided. Return the copy of the form you have initialed and signed in the enclosed stamped self-addressed envelope within 30 days. Keep one copy of the form for your reference.

We appreciate your cooperation in helping us bring you and other residents of Val Verde County and Escondido Estates this needed service.

Sincerely,

Efrain Valdez  
Val Verde County Judge

Attachment:

**NOTICE OF AGREEMENT TO DONATE**

*Note: Two Copies of this form should be sent to the owner along with the Grant Recipient's Notice; the owner should return one signed copy to the Grant Recipient.*

Grant Recipient: Val Verde County TxCDBG Contract No. 713076  
Name of Owner: Narcissa G Gutierrez Date Notified: April 10, 2017  
Address: 522 D Highway 90 East, Del Rio, Texas 78840

I understand that the County of Val Verde needs to acquire a portion of my property to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. The needed portion of my property is described as follows:

1.- A PROPOSED 10 FEET WIDE AND ABOUT 400 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY MS. NARCISSA GUTIERREZ, OUT OF AND PART OF TRACT 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

I understand this portion of my property will be used to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program.

The County of Val Verde has estimated the value of this (permanent easement/right-of-way) at (spell out dollars) \$ Seventy-Six Dollars and Twenty-two Cents. (\$76.22).

PLEASE INITIAL THE BOX BESIDE THE STATEMENT THAT REPRESENTS YOUR RESPONSE TO THIS INVITATION TO DONATE PROPERTY:

- I wish to donate the property described above to the County of Val Verde and I wish to waive my right to an appraisal.
- I wish to donate the property described above but I wish to have this property appraised at Market Value before donating. I understand that I may claim a deduction on the estimated value of that easement for federal income tax purposes. I further understand that before I may use the donated property as a tax deduction, I should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation

I understand the County of Val Verde will contact me to arrange for the transfer of this property and will pay any and all ordinary costs associated with this transaction.

- I **do not** wish to donate. [The county will contact you soon concerning a written offer to purchase based on either an appraisal or a statement of justification.]

Owner \_\_\_\_\_ Owner \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

09/01/2016

**Owner Release Form for Donated Property**

TxCDBG GRANT RECIPIENT Val Verde County TxCDBGCONTRACTNO.713076

I understand that Val Verde County, Texas, as a part of the Texas Community Development Block Grant Program, requires the following permanent easement in property I own, described as follows:

A PROPOSED 10 FEET WIDE AND ABOUT 400 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY MS. NARCISSA GUTIERREZ, OUT OF AND PART OF TRACT 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

for permanent easement for eight-inch (8") waterline.

and that, Federal law (the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646) provides that no owner shall be required to surrender possession of real property or any interest therein before the acquiring Grant Recipient offers to buy such property or interest for an amount not less than the Grant Recipient's approved market appraisal of the value of the property.

**INSERT OPTION #1 OR #2** (specify which) –

**#1-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the County from said obligations.**

- OR -

**#2-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the county from an appraisal of my real property.**

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of County Official)

\_\_\_\_\_  
(Date)

09/01/2016

APRIL 16, 2017  
VAL VERDE COUNTY TXCDBG 713125  
FINAL PUBLIC HEARING NOTICE

Val Verde County has completed their Texas Community Development Program Contract 713125 Colonia Construction Fund Grant in the amount of \$500,000.00 which was funded from the Texas Department of Agriculture. This project provided for Water Improvements for Rancho Del Rio Colonia. A final public hearing to review and comment on the program performance including the actual use of funds will be held at 5:15 P.M. April 25, 2017 at the County Court at Law Courtroom 207 E. Losoya Street Del Rio, Texas 78840. All citizens and interested groups are invited to attend and comment on this matter. Those persons unable to attend the final public hearing may submit their views to Efrain Valdez Val Verde County Judge, from 9:00 a.m. to 4:00 p.m., Monday through Friday or mail them to Efrain Valdez, Val Verde County Courthouse, 400 Pecan Street Del Rio, Texas 78840. Accommodations are available for handicapped persons and an interpreter will be provided should one be required for non-English speaking persons by contacting (830) 774-7501. Personas que hablan español y requieren un intérprete, favor de llamar a Efrain Valdez Condado al siguiente número (830) 774-7501 o enviarle un correo electrónico a [evaldez@valverdecountry.org](mailto:evaldez@valverdecountry.org) menos tres días antes de la junta para hacer los preparativos apropiados.

# 22

**A606**



**Notice to Owner for Donations of Easements and Rights of Way**

April 10, 2017

TxCDBG Contract No. 713076

Jose J Espinoza & Charles Cameron  
P O Box 274  
Varrell, Texas 76537

Dear Mr. Jose J Espinoza & Mr. Charles Cameron:

Val Verde County received a grant from the Texas Community Development Block Grant Program. This grant will enable us to provide you and your neighbors with first time water improvements.

We are glad to provide you with these improved services. However, we need your cooperation to complete this project. In order to provide you with first time water service, Val Verde County will need a permanent easement/right-of-way on your property.

The granting of this permanent easement/right-of-way will help us to provide you with better services sooner and at a lower cost. And this service may also increase the value of your property.

We are asking you to donate to Val Verde County that portion of your property needed to bring you this service. Per your donation Val Verde County will provide your property with first time water service. A water meter will be installed on your property and connected to the eight-inch (8") waterline for your future water service when needed. The portion of your property needed for the waterline improvement is described on the enclosed *Notice of Agreement to Donate*.

Val Verde County has estimated the value of that portion of your property to be donated, and the dollar amount is also stated on the enclosed form. This amount may be claimed as a deduction for federal income tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation. You also have the right, by law, to an appraisal of the Market Value, if any, of the property described, and to receive just compensation.

Please examine the enclosed form carefully. Write your initials in the box beside the statement which represents your response to this invitation to donate your property. Sign the form in the space provided. Return the copy of the form you have initialed and signed in the enclosed stamped self-addressed envelope within 30 days. Keep one copy of the form for your reference.

We appreciate your cooperation in helping us bring you and other residents of Val Verde County and Escondido Estates this needed service.

Sincerely,

Efrain Valdez  
Val Verde County Judge

Attachment:

**NOTICE OF AGREEMENT TO DONATE**

*Note: Two Copies of this form should be sent to the owner along with the Grant Recipient's Notice; the owner should return one signed copy to the Grant Recipient.*

Grant Recipient: Val Verde County TxCDBG Contract No. 713076  
Name of Owner: Jose J Espinoza & Charles Cameron Date Notified: April 10, 2017  
Address: P O Box 274, Varrell, Texas 76537

I understand that the County) of Val Verde needs to acquire a portion of my property to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. The needed portion of my property is described as follows:

- 1.- A PROPOSED 10 FEET WIDE AND 1,180 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY CHARLES CAMERON AND JOSE ESPINOZA, OUT OF AND PART OF TRACTS 3, 4, AND 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

I understand this portion of my property will be used to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. .

The County of Val Verde has estimated the value of this (permanent easement/right-of-way) at (spell out dollars) \$ Two Hundred Three Dollars and Nineteen Cents. (\$203.19).

PLEASE INITIAL THE BOX BESIDE THE STATEMENT THAT REPRESENTS YOUR RESPONSE TO THIS INVITATION TO DONATE PROPERTY:

- I wish to donate the property described above to the County of Val Verde and I wish to waive my right to an appraisal.
- I wish to donate the property described above but I wish to have this property appraised at Market Value before donating. I understand that I may claim a deduction on the estimated value of that easement for federal income tax purposes. I further understand that before I may use the donated property as a tax deduction, I should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation

I understand the County) of Val Verde will contact me to arrange for the transfer of this property and will pay any and all ordinary costs associated with this transaction.

- I **do not** wish to donate. [The county will contact you soon concerning a written offer to purchase based on either an appraisal or a statement of justification.]

Owner \_\_\_\_\_ Owner \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

09/01/2016

**Owner Release Form for Donated Property**

TxCDBG GRANT RECIPIENT Val Verde County TxCDBGCONTRACTNO. 713076

I understand that Val Verde County, Texas, as a part of the Texas Community Development Block Grant Program, requires the following permanent easement in property I own, described as follows:

A PROPOSED 10 FEET WIDE AND 1,180 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY CHARLES CAMERON AND JOSE ESPINOZA, OUT OF AND PART OF TRACTS 3, 4, AND 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

for permanent easement for eight-inch (8") waterline.

and that, Federal law (the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646) provides that no owner shall be required to surrender possession of real property or any interest therein before the acquiring Grant Recipient offers to buy such property or interest for an amount not less than the Grant Recipient's approved market appraisal of the value of the property.

**INSERT OPTION #1 OR #2 (specify which) –**

**#1-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the County from said obligations.**

- OR -

**#2-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the county from an appraisal of my real property.**

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of County Official)

\_\_\_\_\_  
(Date)

09/01/2016

**A606**



**Notice to Owner for Donations of Easements and Rights of Way**

April 10, 2017

TxCDBG Contract No. 713076

Narcissa G. Gutierrez  
522 D. Highway 90 East  
Del Rio, Texas 78840

Dear Narcissa G. Gutierrez:

Val Verde County received a grant from the Texas Community Development Block Grant Program. This grant will enable us to provide you and your neighbors with first time water improvements.

We are glad to provide you with these improved services. However, we need your cooperation to complete this project. In order to provide you with first time water service, Val Verde County will need a permanent easement/right-of-way on your property.

The granting of this permanent easement/right-of-way will help us to provide you with better services sooner and at a lower cost. And this service may also increase the value of your property.

We are asking you to donate to Val Verde County that portion of your property needed to bring you this service. Per your donation Val Verde County will provide your property with first time water service. A water meter will be installed on your property and connected to the eight-inch (8") waterline for your future water service when needed. The portion of your property needed for the waterline improvement is described on the enclosed *Notice of Agreement to Donate*.

Val Verde County has estimated the value of that portion of your property to be donated, and the dollar amount is also stated on the enclosed form. This amount may be claimed as a deduction for federal income tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation. You also have the right, by law, to an appraisal of the Market Value, if any, of the property described, and to receive just compensation.

Please examine the enclosed form carefully. Write your initials in the box beside the statement which represents your response to this invitation to donate your property. Sign the form in the space provided. Return the copy of the form you have initialed and signed in the enclosed stamped self-addressed envelope within 30 days. Keep one copy of the form for your reference.

We appreciate your cooperation in helping us bring you and other residents of Val Verde County and Escondido Estates this needed service.

Sincerely,

Efrain Valdez  
Val Verde County Judge

Attachment:

**NOTICE OF AGREEMENT TO DONATE**

*Note: Two Copies of this form should be sent to the owner along with the Grant Recipient's Notice; the owner should return one signed copy to the Grant Recipient.*

Grant Recipient: Val Verde County TxCDBG Contract No. 713076  
Name of Owner: Narcissa G Gutierrez Date Notified: April 10, 2017  
Address: 522 D Highway 90 East, Del Rio, Texas 78840

I understand that the County of Val Verde needs to acquire a portion of my property to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program. The needed portion of my property is described as follows:

1.- A PROPOSED 10 FEET WIDE AND ABOUT 400 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY MS. NARCISSA GUTIERREZ, OUT OF AND PART OF TRACT 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

I understand this portion of my property will be used to install an eight inch (8") waterline for the first time water improvement project for Escondido Colonia area in connection with the Texas Community Development Block Grant Program.

The County of Val Verde has estimated the value of this (permanent easement/right-of-way) at (spell out dollars) \$ Seventy-Six Dollars and Twenty-two Cents. (\$76.22).

PLEASE INITIAL THE BOX BESIDE THE STATEMENT THAT REPRESENTS YOUR RESPONSE TO THIS INVITATION TO DONATE PROPERTY:

- I wish to donate the property described above to the County of Val Verde and I wish to waive my right to an appraisal.
- I wish to donate the property described above but I wish to have this property appraised at Market Value before donating. I understand that I may claim a deduction on the estimated value of that easement for federal income tax purposes. I further understand that before I may use the donated property as a tax deduction, I should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation

I understand the County of Val Verde will contact me to arrange for the transfer of this property and will pay any and all ordinary costs associated with this transaction.

- I **do not** wish to donate. [The county will contact you soon concerning a written offer to purchase based on either an appraisal or a statement of justification.]

Owner \_\_\_\_\_ Owner \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

09/01/2016

**Owner Release Form for Donated Property**

TxCDBG GRANT RECIPIENT Val Verde County TxCDBG CONTRACT NO. 713076

I understand that Val Verde County, Texas, as a part of the Texas Community Development Block Grant Program, requires the following permanent easement in property I own, described as follows:

A PROPOSED 10 FEET WIDE AND ABOUT 400 FEET LONG, WATERLINE UTILITY EASEMENT ALONG HIGHWAY 90 EAST IN DEL RIO, TEXAS, THIS EASEMENT WITHIN AN 18.115 ACRE TRACT OWNED BY MS. NARCISSA GUTIERREZ, OUT OF AND PART OF TRACT 5, SECTION 22 OF THE SAN FELIPE PASTURES SUBDIVISION IN DEL RIO, TEXAS.

for permanent easement for eight-inch (8") waterline.

and that, Federal law (the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646) provides that no owner shall be required to surrender possession of real property or any interest therein before the acquiring Grant Recipient offers to buy such property or interest for an amount not less than the Grant Recipient's approved market appraisal of the value of the property.

INSERT OPTION #1 OR #2 (specify which) --

**#1-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the County from said obligations.**

- OR -

**#2-** Having been informed of my right to just compensation for any interest in my real property which is acquired by Val Verde County, I freely agree to give and convey to Val Verde County, the interest described above in my property and to decline any right to compensation or payment of the market value for aforementioned property or interest therein, and **do hereby release the county from an appraisal of my real property.**

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of County Official)

\_\_\_\_\_  
(Date)

09/01/2016

**VAL VERDE COUNTY FAIRGROUNDS  
LEASE AGREEMENT**

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and **The Rotary Club of Del Rio, TX** ("Lessee") acting by and through **David Ortiz**, director for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

- 1. Terms of Lease: This lease shall commence on 06/30/2017 at 7:00 a.m. and end on 07/02/2017 at 7:00 p.m. This includes the delivery and retrieval of Lessee's equipment, livestock, etc. by Lessee to and from the Val Verde County Fairgrounds. The event days are as follows: Friday, June 30, 2017 and Saturday July 01, 2017.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 06/30/17 and ending 07/2/17.
  - \* Large Arena
  - \* Concessions Stands
  - \* Grand Stands
  - \* Rest Rooms
  - \* Parking Lot

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

- 3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$1,000 per event day, payable when the contract is executed. Lessee shall pay to the County of Val Verde as consideration for the use of the fairground. In addition, a deposit in the amount of \$500 shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

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

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in unacceptable condition and after Lessor's agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.
6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 06/30/2017. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessor shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities. Lessor is responsible of the cost of providing dumpsters.

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

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

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7a.m on 6/30/2017 through 07/07/2017 at 1a.m. Lessee shall coordinate with the Val Verde

County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.

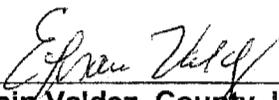
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.
12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.
17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any

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

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.
26. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 10<sup>th</sup> day of April, 2017.



**Efrain Valdez, County Judge**  
On behalf of Val Verde County



**David Ortiz, Director**  
On behalf of  
**The Rotary Club of Del Rio, TX**

Presented to Val Verde Commissioners Court on 4, 10, 17 and made a part of the court's minutes.

BILL TO  
VAL VERDE COUNTY  
JUSTICE OF THE PEACE PCT. 2  
309 MILLS STREET 2<sup>ND</sup> FLOOR SUITE A  
DEL RIO, TEXAS 78840

PURCHASE ORDER

P.O. 60072

DATE ORDERED: 3/9/2017

DELIVER DATE: 3/9/2017

VENDOR'S NAME

DELIVER TO

TAC-TEXAS ASSOCIATION OF COUNTIES  
1210 SAN ANTONIO STREET  
AUSTIN, TX 78701

JUSTICE OF THE PEACE 2  
TECHNOLOGY FUND  
901 N. BEDELL AVE SUITE A  
DEL RIO, TX 78840

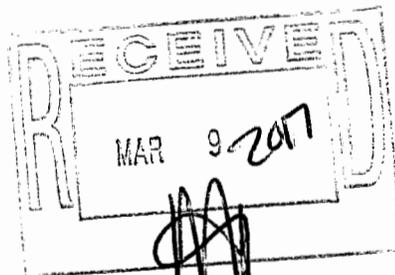
ATTENTION

TELEPHONE 830-774-7579

F.O.B.

DEST (X)

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		REGISTRATION FOR THE FOLLOWING: JUDGE FAZ WILL BE ATTENDING THE 73 <sup>RD</sup> ANNUAL EDUCATION CONFERENCE OF THE JP & CONSTABLES ASSOCIATION AT THE OMNI-AUSTIN HOTEL ON JUNE 26 <sup>TH</sup> - 30 <sup>TH</sup> , 2017 IN AUSTIN, TX.	\$200.00	\$200.00
5		MEAL VOUCHERS FOR ANTONIO FAZ III (5 DAYS)@ \$46.00 = \$230.00	\$230.00	\$230.00
2		MILEAGE VOUCHERS FOR ANTONIO FAZ III (231 X 2(ROUNDRIP) = 462 X .535 (MILEAGE RATE) = \$247.17	\$247.17	\$247.17
1		ROOM EXPENSE FOR ANTONIO FAZ III (SINGLE ROOM) @ \$135.00 A NIGHT = \$540.00 (SBT) + TAX (81.00) = \$621.00 (JCPA BLOCK RATE)	\$621.00	\$621.00



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

\$1,298.17

RECEIVED BY:

PURCHASING AGENT:

*[Handwritten signatures]*

COUNTY OF VAL VERDE  
JUSTICE OF THE PEACE PRECINCT 2  
ANTONIO FAZ III



Office: (830) 774-7579

309 MILLS STREET 2<sup>ND</sup> FLOOR Ste. A  
DEL RIO, TEXAS 78840

Fax: (830)774-2514

May 26, 2016

TECHNOLOGY FUND  
2016-2017 PROPOSED BUDGET

<b>Current Balance:</b>	<u>\$8,675.13</u>
<b>Estimated Revenue:</b>	\$4000.00
<b>Proposed Expenditures:</b>	
Replacing aged computers (2ea) at an approximate cost of \$1450.00	\$2,000.00
<b>Contengencies</b>	\$5,000.00
Replacement or addition of equipment as needed and other expenses funded through this specialty fund as governed by Code of Criminal Procedure Art. 102.0173 (see attached sheet)	
<b>Total Expenses:</b>	\$7,000.00

Sincerely,

Antonio "Tony" Faz III  
Justice of the Peace Precinct 2

#20

VAL VERDE COUNTY

COMPLETION OF TRAVEL STATEMENT

MILEAGE PO No. \_\_\_\_\_  
HOTEL PO No. \_\_\_\_\_

HILDA C. LOPEZ  
NAME OF TRAVELER

PERSONAL VEHICLE  
MODE OF TRANSPORTATION

AUSTIN, TX  
DESTINATION

DEPARTED 6/26/2017 |  
DATE TIME

TOTAL MILES  
ROUND TRIP

MILEAGE 

456	0.54	\$243.96
-----	------	----------

  
PER DIEM AT \$46.00 PER FULL DAY STAY

RETURNED 6/30/2017 |  
DATE TIME

DATE 

	6/26/2017	6/27/2017	3/28/2017	3/29/2017	3/30/2017	
--	-----------	-----------	-----------	-----------	-----------	--

REGISTRATION							\$ 200.00
HOTEL	\$ 124.20	\$ 124.20	\$ 124.20	\$ 124.20	\$ 124.20		\$ 621.00
PARKING FEE(S)	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
MILEAGE	\$ 48.79	\$ 48.79	\$ 48.79	\$ 48.79	\$ 48.80		\$ 243.96
MEALS	\$ 46.00	\$ 46.00	\$ 46.00	\$ 46.00			\$ 184.00
TOTAL							\$ 1,248.96

ADVANCE 

YES	NO
-----	----

  
CHECK NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTED

\_\_\_\_\_  
SIGNATURE OF TRAVELER

\_\_\_\_\_  
SIGNATURE OF ELECTED OFFICIAL  
OR DEPARTMENT HEAD



Ready to Register

[Home](#) / [Member Services](#) / [Education & Training](#) / [Ready to Register](#) / 73rd Annual Education Conference of the Justices of the Peace & Constables Association - Agenda Font Size [A](#) [A](#) [A](#)

Event Presentations

## 73rd Annual Education Conference of the Justices of the Peace & Constables Association - Agenda

County Investment Academy

Texas Judicial Academy

[Overview](#) | [Registration](#) | [Hotel](#) | [Scheduled Activities](#) | [Agenda](#) | [Continuing Education](#) | [Cancellation](#) | [Sponsorships & Vendors](#)

Leadership 254

*Schedule subject to change*

**Total Education Hours Offered: 16**

Special Presentations

Monday, June 26	
9 a.m.–3 p.m.	ATX Motorcycle Run Event
8 a.m.–5 p.m.	Registration open
8 a.m.–2 p.m.	Vendors set up
11:30 a.m.–1 p.m.	Lunch <i>(on your own)</i>
2–5 p.m.	Committee Meetings
6–8 p.m.	Welcome Reception

Tuesday, June 27	
8 a.m.–5 p.m.	Registration open
8:30 a.m.–4 p.m.	Vendors open
8:30–11:30 a.m.	Opening Ceremony, Business Meeting, Nominations
10 a.m.–3 p.m.	Spouse Event — <i>A Look at Texas History</i>
11:30 a.m.–1 p.m.	Lunch <i>(on your own)</i>
1–2 p.m.	Education Sessions <ul style="list-style-type: none"> <li>• JPs/Clerks Class — Digital Storytelling: Connecting to Your Community</li> <li>• Constable Class — Distracted Driver Training for Law Enforcement <i>(four-hour session)</i></li> </ul>
2–3 p.m.	Education Sessions <ul style="list-style-type: none"> <li>• JPs/Clerks Class — Ignition Interlock Device Technology</li> <li>• Constable Class — Distracted Driver Training for Law Enforcement <i>(four-hour session)</i></li> </ul>
3–4 p.m.	Education Session <ul style="list-style-type: none"> <li>• Constable Class — Distracted Driver Training for Law Enforcement <i>(four-hour session)</i></li> </ul>
3–5 p.m.	Education Session <ul style="list-style-type: none"> <li>• JPs/Clerks Class — Texas Electronic Reporting System</li> </ul>
5–8 p.m.	"Let the Good Times Roll" Dinner Event
9–11 p.m.	JP and Constable Jam Session

<b>Wednesday, June 28</b>	
8 a.m.–5 p.m.	Registration open
8:30 a.m.–1 p.m.	Vendors open
8–10 a.m.	Education Sessions <i>(two-hour sessions)</i> <ul style="list-style-type: none"> <li>▪ JPs/Clerks/Constable Class — Democracy in the Precinct: Generational Communication &amp; Technology</li> </ul>
10 a.m.–3 p.m.	Spouse Event — <i>Shop and Stroll at SOCO and River Cruise</i>
10–11:30 a.m.	Break — Visit with vendors
11:30 a.m.–1 p.m.	Lunch <i>(on your own)</i>
1–2 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ JPs/Clerks Class: Understanding and Reacting</li> <li>▪ Constable Class: Below 100 <i>(four-hour sessions)</i></li> </ul>
2–3 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ JPs/Clerks Class: E-filing in Justice Courts</li> <li>▪ Constable Class: Below 100 <i>(four-hour sessions)</i></li> </ul>
3–4 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ JPs/Clerks Class: Office of Court Administration Technology: Collection Audit Issues</li> <li>▪ Constable Class: Below 100 <i>(four-hour sessions)</i></li> </ul>
4–5 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ Constable Class: Below 100 <i>(four-hour sessions)</i></li> </ul>
5–8 p.m.	Dance Across Texas Dinner <i>(Dinner served at 6 p.m.)</i>
8-midnight	Live Music and Dance
<b>Thursday, June 29</b>	
7:30–9 a.m.	Prayer Breakfast
9–11:30 a.m.	Business Meeting
10 a.m.–3 p.m.	Spouse Event — <i>The Art of Wine Tasting Tour</i>
11:30 a.m.–1 p.m.	Lunch <i>(on your own)</i>
1–3 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ JPs/Clerks Class — The Paperless and Technology Savvy Court <i>(two-hour session)</i></li> <li>▪ Constable Class — De-escalation and How to Resolve Possible Violent Acts <i>(four-hour session)</i></li> </ul>
3–5 p.m.	Education Sessions <ul style="list-style-type: none"> <li>▪ JPs/Clerks Class — Evictions: Court to Constable <i>(two-hour session)</i></li> <li>▪ Constable Class — De-escalation and How to Resolve Possible Violent Acts <i>(four-hour session)</i></li> </ul>
6–7 p.m.	President's Reception
7–9 p.m.	Installation and Awards Banquet
<b>Friday, June 30</b>	
8:30–11:30 a.m.	Education Session <i>(three-hour session)</i> <ul style="list-style-type: none"> <li>▪ JPs/Clerks/Constable Class — The 85th Session: JPCA at the Capitol</li> </ul>
11:30 a.m.	Closing remarks, Presentation of awards, Door prizes



**Brenda Rivera**

---

**From:** Luz Hinojosa <LuzH@county.org>  
**Sent:** Friday, March 10, 2017 4:21 PM  
**To:** 'bhernandez@valverdecountry.org'  
**Subject:** RE: 73rd Annual JP & Constables Conference

Good afternoon Ms. Rivera,

Please make the checks payable to Texas Association of Counties.

Also, a lot of the sessions for the conference will be technology-based. A list of the session can be found here:

<http://imis.county.org/imis/staff?WebsiteKey=4243d9e2-e91e-468c-97c2-2046d70c1e1a>

Most of the JP sessions have technology in the title.

Let me know if there is anything else I can do for you.

Best,

Luz



**Luz Hinojosa, MPAFF**  
Education Project Manager  
Texas Association of Counties  
[luzh@county.org](mailto:luzh@county.org) | [www.county.org](http://www.county.org)  
Office: (512) 478-8753  
Fax: (512) 477-1324

---

1210 San Antonio Street | Austin, TX 78701  
Toll-free: (800) 456-5974

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

**From:** Brenda Rivera [mailto:[bhernandez@valverdecountry.org](mailto:bhernandez@valverdecountry.org)]  
**Sent:** Friday, March 10, 2017 3:44 PM  
**To:** Luz Hinojosa <LuzH@county.org>  
**Subject:** 73rd Annual JP & Constables Conference

Hello Luz,

Could you tell me, who this is payable to and if it any of the classes will be technology base?

Thank you in advance.

**Brenda Rivera**

#28

7-Apr-17

Information for

**PURCHASING'S ITEMS ON THE AGENDA**



**VOL. 48 PAGE 568**

**Progress report for the LAFB West Gate Project**

**April 10, 2017**

**Completed Tasks:**

- Lot Lighting poles
- Roof Flashing / panels
- Transfer power to Swith
- Concrete Pavement South Side
- Drywall/Finish/Paint

**Scheduled Activities for this Month:**

**Target Date**

- |   |        |
|---|--------|
| Millwork                                | 3-Apr  |
| Final Roof Inspection                   | 15-Apr |
| Electrical/Comm. Rough in               | 17-Apr |
| Roadway, Parking Lot Grading and Paving | 30-Apr |
| Install Permanent Power                 | 4-Aug  |

**Completion Date:** **Tuesday, June 6, 2017**

**Concerns:**

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

**Change Order Status:**

**Payment Status**

#1.	19-Sep-16	Rock Excavation at Slab	\$ 9,256.50	Complete
#2.	11-Oct-16	Permanent Power for Site	\$ 23,693.86	Complete
#3.	11-Oct-16	Trap Primer Canine Room	\$ 805.28	Complete
#4.	15-Oct-16	Door Change 114	\$ 8,398.17	Complete

\$ 42,153.81



T.B.P.E. #F-8632

505 East Huntland Drive  
Suite 250  
Austin, TX 78752

512.454.8716 PHONE  
512.454.2433 FAX

www.TRCSolutions.com

April 5, 2017

Honorable Efrain Valdez, County Judge  
Val Verde County Courthouse, 3<sup>rd</sup> Floor  
400 Pecan Street  
Del Rio, Texas 78840

RE: Val Verde County  
2015 Water Main Improvements San Felipe Pastures (Materials Only)  
TXCDBG Contract No. 7215499  
Bid Recommendation

Dear Judge Valdez:

One (1) sealed bid was received at Val Verde County Courthouse on April 4, 2017 at 2:30 P.M. for the above-referenced project, as shown on the attached bid tabulation. The bid was from HD Supply Waterworks, Ltd. with a base bid of \$46,751.33 and alternate bid of \$22,811.58.

It is recommended that the County award the project to HD Supply Waterworks, Ltd. in the amount of \$46,751.33 for the base bid and \$22,811.58 for the alternate bid, for a total of \$69,562.91. The supplier has a bid bond and will be required to furnish a Standard Form of Agreement and Payment Bond to the County.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

S. Jared Niemann, P.E.  
Project Manager

Enclosure

Val Verde County  
 2015 Water Main Improvements (Pipeline Material Supply Only)  
 Contract No. 7215499  
 Bid Tabulation  
 April 4, 2017 - 2:30 PM



HD Supply Waterworks, LTD.  
 13790 Judson Rd.  
 San Antonio, Texas 78233

Item	Item Description	Qty.	Unit	Unit Price	Total
<b>BASE BID PROPOSAL</b>					
P.1.	12" DR 18 C-900 PVC Water Main	1,700	LF	\$17.11	\$29,087.00
P.2.	6" DR 18 C-900 PVC Water Main	260	LF	\$4.66	\$1,211.60
P.3.	1" Sch. 80 PVC Water Main	40	LF	\$1.22	\$48.80
P.4.	12" AWWA C-515 Resilient Seat Gate Valve	2	EA	\$2,022.65	\$4,045.30
P.5.	6" AWWA C-515 Resilient Seat Gate Valve	1	EA	\$815.40	\$815.40
P.6.	12" AWWA C-110 11.25 Degree Bend Fittings	1	EA	\$549.10	\$549.10
P.7.	6" AWWA C-110 11.25 Degree Bend Fittings	1	EA	\$199.70	\$199.70
P.8.	12" x 6" AWWA C-110 Reducing Tee Fittings	7	EA	\$731.40	\$5,119.80
P.9.	12" AWWA C-110 Plug Fittings	1	EA	\$180.34	\$180.34
P.10.	6" AWWA C-110 Plug Fittings	1	EA	\$85.95	\$85.95
P.11.	Flush Valve Assembly	1	EA	\$1,432.44	\$1,432.44
P.12.	Inductive Tracer Detection Wire	2,820	LF	\$0.13	\$366.60
P.13.	3/4" Water Meter/Neptune/Pre-approved Equal	6	EA	\$125.28	\$751.68
P.14.	3/4" SDR-9 Polyethylene Tubing Service Line	1,945	LF	\$0.26	\$505.70
P.15.	1" Tapping Saddle	1	EA	\$194.94	\$194.94
P.16.	3/4" Tapping Saddle	6	EA	\$194.94	\$1,169.64
P.17.	3/4" Corporation Stop Compression/Mueller/or Equal	6	EA	\$47.89	\$287.34
P.18.	Silt Fence	500	LF	\$1.40	\$700.00
<b>TOTAL BASE BID PROPOSAL</b>					<b>\$46,751.33</b>
<b>ALTERNATE BID ITEMS</b>					
P.A.1	Fire Hydrant Assemblies	6	EA	\$3,338.73	\$20,032.38
P.A.2	Meg-A-Lug Glands And Gaskets	24	EA	\$52.25	\$1,254.00
P.A.3	3/4" Backflow Preventer	6	EA	\$254.20	\$1,525.20
<b>TOTAL BASE BID PROPOSAL</b>					<b>\$22,811.58</b>

VOL. 48 PAGE 571

TALLY SHEET

for

**RFQ for Land Surveying Services under its  
Texas Community Development Block Grant contract with the  
Texas Department of Agriculture-Office of Rural Affairs (TDA)**

April 4, 2017

	<u>Evaluator</u>	<u>TRC</u>	<u>Amistad Consulting</u>	<u>Garcia &amp; Wright</u>	
No. 1	E. Valdez	90	57	69	0
No. 2	R. Cerny	96	64	78	0
No. 3	R. Musquiz Jr	98	95	93	0
<b>Total Score</b>		<b>284</b>	<b>216</b>	<b>240</b>	<b>0</b>

High Scoring Firm

TRC \_\_\_\_\_

Bills to be present in Court April 10, 2017					
P.O. Issue Date					
Vendor	Department	Amount	PO #	Invoice Date	Purchase Order Date
CDW-G	Court at Law	\$ 620.48	49811	10/1/2016	3/16/2017
Dora Guzman	Sheriff	\$ 416.23	50021	3/30/2017	4/3/2017
Luis A Sanchez	Risk Management	\$ 85.00	49670	2/18/2017	3/3/2017
Rio Trailer Shop	Precinct 4	\$ 1,940.19	49831	3/10/2017	3/21/2017
No P.O.					
Vendor	Department	Amount		Invoice Date	No PO
Card Service Center	Sheriff	\$ 420.32		3/9/2017	No PO
Card Service Center	Sheriff	\$ 420.32		3/9/2017	No PO
Lone Star Copiers	Community Center	\$ 75.00		3/30/2017	No PO



Proposal for:  
**Judge Enrique Fernandez**

**Recommendation**  
 March 30, 2017

**Equipment**

**Kyocera TASKalfa 4052ci**  
 Color Copier/Printer/Scanner/Fax/Network fax  
 Reversing Document Feeder  
 Print, Fax, and Scan Card  
 Duplexing

**Additional Features**

- 40 copies per minute black & white and color
- 40 Prints per minute/ scans per minute
- Color and black and white scanner
- Customizable 9" Touch Screen
- Network faxing
- Apple AirPrint, Google Cloud Print
- 140 Sheet Document Feeder
- Copy sizes - 5.5 x 8.5 through 12 x 18
- Color Scanning 180ipm
- Duplexing
- 1Gb Processor Memory
- Zoom Reduction & Enlargement (50% to 400%)
- Photo/Auto Exposure Modes
- 1,000 Sheet Finisher
- Paperweights - 16 to 110 lb. Index stock
- Dual 500 Sheet Paper Tray
- Bypass tray - 100 sheet capacity
- Center Tray

**Lease Options**

Payment on 36 month plan	\$ 232.58
Payment on 48 month plan	\$ 204.46
Payment on 60 month plan	\$ 160.53

**\*\*Maintenance\*\***

Includes all parts, supplies and repairs. 5,000 copies each copy over 5,001 is billed at .008, monthly	\$ 42.50
---	----------

Each color is billed at .08

*Current Contract = 221.10  
 60 MS.*

*275.00*

## Toshiba Technology Never Looked Better

The Toshiba e-STUDIO3505AC can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Toshiba has developed a customizable MFP to make your job easier. A new 9" tablet-style touch screen works intuitively, helping you find instructions, functions, and commands with the swipe of the finger. Toshiba's internally developed Multi-Station Print Enabler allows users to send print jobs from their desktop and retrieve them at any convenient MFP by simply swiping their badge and authenticating at that device.

### Features at a Glance

- > Copy/Print Speed: 35 PPM
- > Print Resolution: 1,200 x 1,200 dpi
- > First Copy Out: 5.9s B&W, 7.8s Color
- > Paper Capacity: Standard 1,200 Sheets / Max 3,200 Sheets
- > Scan Speed: DSDF Scan—240 IPM Duplex, 120 IPM Simplex; RADF Scan—73 IPM
- > Memory: 4GB
- > Reproduction Ratio: 25% to 400%
- > Max Duty Cycle: 210K B&W / 105K Clr Mo.
- > 9" Color WVGA Touch Screen Tilting Display



**e-STUDIO3505AC**

### Included Features

- Large Capacity Feeder
- Next Gen PCS Power Filter, 120V-15 AMPS
- RADF Document Feeder

Description	Purchase Price
Toshiba Solution	\$5,323.98

### MAINTENANCE *Output*

Items	Mono	Color
Monthly Pages Included	2,000	500
Monthly Base Cost	\$19.00	\$21.25
Monthly Overage Per Page	\$0.0095	\$0.0425

\*Optional CPP PrintReleaf Reforestation Program

### Annual Service contract \$483

**Includes 24,000 b/w prints overage \$0.0095**

**Includes 6,000 color prints overage \$0.0425**

**Includes all service and supplies except paper**

**TALLY SHEET**

for

**2017 RFQ for Professional Architectural and Engineering Service  
for the Development of a Sports Complex**

March 6, 2017

	<b>Evaluator</b>	<b><u>LPA</u></b>	<b><u>Dannenbaum</u></b>	<b><u>dpa</u></b>	<b>-</b>
No. 1	Efrain Valdez	88	77	59	0
No. 2	B. Nettleton	67	90	43	0
No. 3	M. Weingardt	98	81	95	0
No. 4	R. Musquiz Jr	73	85	83	0
<b>Total Score</b>		<b>326</b>	<b>333</b>	<b>280</b>	<b>0</b>

High Scoring Firm

Dannenbaum \_\_\_\_\_

**BID TALLY SHEET**  
for  
**Structured Cabling System, Spring 2017**  
**Multiple Sites**

April 4, 2017

INET Security and Surveillance Inc.  
Major Inc. dba Rx Technology  
Advanced Connections Inc.  
Sentry Security Service

	BID	Proof of Insurance	Days
\$	149,380.61	Yes	240
\$	95,604.00	Yes	240
\$	147,163.00	Yes	196
\$	89,841.55	No	60

Low Bidder:  
Awarded Bidder:

Sentry Security Service

---

**Rogelio Musquiz Jr.**

---

**From:** Patricia Saucedo <psauceda@valverdecountry.org>  
**Sent:** Wednesday, April 5, 2017 2:39 PM  
**To:** rmusquiz@valverdecountry.org  
**Cc:** mvasquez@valverdecountry.org  
**Subject:** Wish List for the Library  
**Attachments:** wish list items.pdf

Good afternoon Mr. Musquiz:

Ms. Monday has selected the items listed below to be purchased for the library, from Library Bond monies.

ITEM NAME	Qty	Price
Touchscreen Point of Sale System	1	\$547.67
Rubbermaid Brute Recycling 50 Gallon Container	3	\$119.40 each
Purell Hand Sanitizer Floor Stand	2	\$51.95 each
Purell Touch Free Hand Sanitizer Dispenser	2	\$31.95 each
KL Design Cactus Smoking Receptacle	2	\$249 each
KL Designs Nylon Brush Kit	1	\$15.00
Hoover Conquest Bagless 14" Wide Vacuum	1	\$449.00
Rubbermaid High Capacity Cleaning Cart	1	\$280.82
Rubbermaid WaveBrake Mop Bucket & Wringer	1	\$86.56
Global Outdoor Metal Slatted Trash Receptacle With Rain Bonnet Lid---36 Gallon BLACK	4	\$459 each
Royal Sovereign 100 Sheet Auto Feed Shredder	1	\$379.95
R-8224 Bike Rack, Circle Style Material: Steel Pipe Flanged Surface Mount, Complete w/ Mounting Hardware, Black in color	6	\$133 each + Plus \$244 Freight Charges

Let me know if you have any questions. Thank you.

**Patricia H. Saucedo**

Administrative Assistant  
Val Verde County Library  
300 Spring Street  
Del Rio, Texas 78840  
Tel: (830) 774-7595, extension 34  
Fax: (830) 774-7607

[psauceda@valverdecountry.org](mailto:psauceda@valverdecountry.org)

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505 East Huntland Drive  
Suite 250  
Austin, TX 78752

512.454.3716 PHONE  
512.454.2433 FAX

www.TRCSolutions.com

April 5, 2017

Honorable Efrain Valdez, County Judge  
Val Verde County Courthouse, 3<sup>rd</sup> Floor  
400 Pecan Street  
Del Rio, Texas 78840

RE: Val Verde County  
2015 Water Main Improvements San Felipe Pastures (Materials Only)  
TXCDBG Contract No. 7215499  
Bid Recommendation

Dear Judge Valdez:

One (1) sealed bid was received at Val Verde County Courthouse on April 4, 2017 at 2:30 P.M. for the above-referenced project, as shown on the attached bid tabulation. The bid was from HD Supply Waterworks, Ltd. with a base bid of \$46,751.33 and alternate bid of \$22,811.58.

It is recommended that the County award the project to HD Supply Waterworks, Ltd. in the amount of \$46,751.33 for the base bid and \$22,811.58 for the alternate bid, for a total of \$69,562.91. The supplier has a bid bond and will be required to furnish a Standard Form of Agreement and Payment Bond to the County.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

S. Jared Niermann, P.E.  
Project Manager

Enclosure

#30

Val Verde County  
 2015 Water Main Improvements (Pipeline Material Supply Only)  
 Contract No. 7215499  
 Bid Tabulation  
 April 4, 2017 - 2:30 PM



HD Supply Waterworks, LTD.  
 13790 Judson Rd.  
 San Antonio, Texas 78233

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<b>BASE BID PROPOSAL</b>					
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VOL. 48 PAGE 580

TALLY SHEET

for

**RFQ for Land Surveying Services under its  
Texas Community Development Block Grant contract with the  
Texas Department of Agriculture-Office of Rural Affairs (TDA)**

April 4, 2017

	<u>Evaluator</u>	<u>TRC</u>	<u>Amistad Consulting</u>	<u>Garcia &amp; Wright</u>	<u>-</u>
No. 1	E. Valdez	90	57	69	0
No. 2	R. Cerny	96	64	78	0
No. 3	R. Musquiz Jr	98	95	93	0
<b>Total Score</b>		<b>284</b>	<b>216</b>	<b>240</b>	<b>0</b>
High Scoring Firm		<u>TRC</u>	_____		

---

Bills to be present in Court April 10, 2017					
P.O. Issue Date					
Vendor	Department	Amount	PO #	Invoice Date	Purchase Order Date
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Vendor	Department	Amount		Invoice Date	No PO
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Card Service Center	Sheriff	\$ 420.32		3/9/2017	No PO
Lone Star Copiers	Community Center	\$ 75.00		3/30/2017	No PO

#31



#32

Proposal for:  
Judge Enrique Fernandez

Recommendation  
March 30, 2017

Equipment

**Kyocera**    **TASKalfa 4052ci**  
Color Copier/Printer/Scanner/Fax/Network fax  
Reversing Document Feeder  
Print, Fax, and Scan Card  
Duplexing

Additional Features

- 40 copies per minute black & white and color
- 40 Prints per minute/ scans per minute
- Color and black and white scanner
- Customizable 9" Touch Screen
- Network faxing
- Apple AirPrint, Google Cloud Print
- 140 Sheet Document Feeder
- Copy sizes - 5.5 x 8.5 through 12 x 18
- Color Scanning 180ipm
- Duplexing
- 1Gb Processor Memory
- Zoom Reduction & Enlargement (50% to 400%)
- Photo/Auto Exposure Modes
- 1,000 Sheet Finisher
- Paperweights - 16 to 110 lb. Index stock
- Dual 500 Sheet Paper Tray
- Bypass tray - 100 sheet capacity
- Center Tray

Lease Options

Payment on 36 month plan	\$ 232.58
Payment on 48 month plan	\$ 204.46
Payment on 60 month plan	\$ 160.53

\*\*Maintenance\*\*

Includes all parts, supplies and repairs. 5,000 copies each copy over 5,001 is billed at .008, monthly	\$ 42.50
---	----------

Each color is billed at .08

*Contract Contract # 221.10  
60 mo.*

*2/15/17*

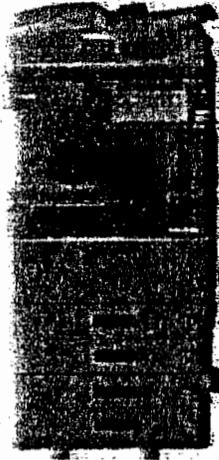
#33

## Toshiba Technology Never Looked Better

The Toshiba e-STUDIO3505AC can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSCDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

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**e-STUDIO3505AC**

### Included Features

- Large Capacity Feeder
- Next Gen PCS Power Filter, 120V-15 AMPS
- RADF Document Feeder

Description	Purchase Price
Toshiba Solution	\$5,323.98

### Features at a Glance

- > Copy/Print Speed: 35 PPM
- > Print Resolution: 1,200 x 1,200 dpi
- > First Copy Out: 5.9s B&W, 7.8s Color
- > Paper Capacity: Standard 1,200 Sheets / Max 3,200 Sheets
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- > Memory: 4GB
- > Reproduction Ratio: 25% to 400%
- > Max Duty Cycle: 210K B&W / 105K Clr Mo.
- > 9" Color WVGA Touch Screen Tilting Display

### MAINTENANCE *Output*

Items	Mono	Color
Monthly Pages Included	2,000	500
Monthly Base Cost	\$19.00	\$21.25
Monthly Overage Per Page	\$0.0095	\$0.0425

\*Optional CPP PrintReleaf Reforestation Program

### Annual Service contract \$483

Includes 24,000 b/w prints overage \$0.0095

Includes 6,000 color prints overage \$0.0425

Includes all service and supplies except paper

TALLY SHEET

for

2017 RFQ for Professional Architectural and Engineering Service  
for the Development of a Sports Complex

March 6, 2017

#35

	Evaluator	<u>LPA</u>	<u>Dannenbaum</u>	<u>dpa</u>	
No. 1	Efrain Valdez	88	77	59	0
No. 2	B. Nettleton	67	90	43	0
No. 3	M. Weingardt	98	81	95	0
No. 4	R. Musquiz Jr	73	85	83	0
<b>Total Score</b>		<b>326</b>	<b>333</b>	<b>280</b>	<b>0</b>

High Scoring Firm

Dannenbaum \_\_\_\_\_

#36

**BID TALLY SHEET**  
for  
**Structured Cabling System, Spring 2017**  
**Multiple Sites**

April 4, 2017

INET Security and Surveillance Inc.  
Major Inc. dba Rx Technology  
Advanced Connections Inc.  
Sentry Security Service

	BID	Proof of Insurance	Days
\$	149,380.61	Yes	240
\$	95,604.00	Yes	240
\$	147,163.00	Yes	196
\$	89,841.55	No	60

Low Bidder:

Awarded Bidder:

Sentry Security Service

---

#39

**Rogelio Musquiz Jr.**

**From:** Patricia Saucedo <psauceda@valverdecountry.org>  
**Sent:** Wednesday, April 5, 2017 2:39 PM  
**To:** rmusquiz@valverdecountry.org  
**Cc:** mvasquez@valverdecountry.org  
**Subject:** Wish List for the Library  
**Attachments:** wish list items.pdf

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KL Designs Nylon Brush Kit	1	\$15.00
Hoover Conquest Bagless 14" Wide Vacuum	1	\$449.00
Rubbermaid High Capacity Cleaning Cart	1	\$280.82
Rubbermaid WaveBrake Mop Bucket & Wringer	1	\$86.56
Global Outdoor Metal Slatted Trash Receptacle With Rain Bonnet Lid--36 Gallon BLACK	4	\$459 each
Royal Sovereign 100 Sheet Auto Feed Shredder	1	\$379.95
R-8224 Bike Rack, Circle Style Material: Steel Pipe Flanged Surface Mount, Complete w/ Mounting Hardware, Black in color	6	\$133 each + Plus \$244 Freight Charges

Let me know if you have any questions. Thank you.

**Patricia H. Saucedo**  
Administrative Assistant  
Val Verde County Library  
300 Spring Street  
Del Rio, Texas 78840  
Tel: (830) 774-7595, extension 34  
Fax: (830) 774-7607  
[psauceda@valverdecountry.org](mailto:psauceda@valverdecountry.org)

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# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Property Renewal Questionnaire

Member: Val Verde County

Coverage Period: July 1, 2017 through July 1, 2018

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

Property covered by the TAC Risk Management Pool is blanket and we use this opportunity prior to renewal to verify the property you own. Your Property Schedule is attached to this renewal questionnaire. We ask that you review the attached schedule carefully and report any of the following:

- Newly built or purchased structures
- Completion of new buildings or purchased buildings during the Coverage Period
- Sold or demolished structures
- Content changes +/- by 50%
- Major remodeling of any building that adds square footage
- Major renovation or refurbishing of a building that costs is over 50% of the building value
- Sold or totaled mobile equipment
- Newly purchased, leased or obtained mobile equipment
- Fine Arts owned by Val Verde County

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

### Pool Coordinator

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

Pool Coordinator: Roger Cerny

Email: roger\_cerny@valverdecountry.org

Phone Number: (830) 774-7570

Fax Number: (830) 774-7642

Address: 400 Pecan St

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

**Property Renewal Questions**

Current Property Deductible: \$1,000  
 Current Mobile Equipment Deductible: \$1,000  
 Current Crime Deductible: \$1,000

1. Are there any buildings, contents, mobile equipment and fine arts that have been sold or deaccessioned? Yes   
 If yes, please mark the changes directly to the attached Property Schedule

2. Are there any buildings owned by the Member not listed on the attached schedule?  No  
 If yes, please provide the following:

Building Name	Address	Building Value	Contents Value	Add to Coverage	Exclude from Coverage	Reason Excluded or not reported
Womens Shelter	Waterloo S. 1/2S	400,000	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recently Built
	Blk. 13 lot 4			<input type="checkbox"/>	<input type="checkbox"/>	
Livestock Office	1490A Cienegas	90,000	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recently obtained
				<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	

3. Will you be purchasing, building or acquiring any new structures within the upcoming coverage term that exceeds \$25,000,000 in value? Yes No  
 If yes, please provide the following:

Building Name	Address	Building Value	Contents Value	Building Construction	Number of Stories	Square Footage
	NA					

4. Are you undergoing any major construction for buildings currently reported?  No  
 Include major remodeling, renovation or refurbishing of any building that costs over 50% of the building value and/or adds square footage to the currently listed area.  
 If yes, please identify the building on the attached Property Schedule undergoing construction and describe the project including cost and estimated completion date. Item #503 Val Verde County Library 20,000 sq ft expansion, add to Building 5,000,000 & 1,000,000 to contents making total coverage 6,380,000 county took possession on 03/24/2017

5. Do you own any buildings that are occupied or leased to other parties? Yes No  
 If yes, please identify the building on the attached Property Schedule that is leased and provide the name of the leasee.

6. Have any buildings been repurposed from their previously reported use? Yes   
 If yes, please identify the building on the attached Property Schedule and describe the repurposed use and any change in contents.

7. Are any buildings owned by Member currently vacant?  No  
 If yes, please identify the building on the attached Property Schedule and provide the following:

Building Name	Date of vacancy	Expected length of vacancy	Long term plans for building and reason for vacancy	Is building being maintained and secured? Please describe
Womens shelter	03/01/2014	3 mo's	Waiting for moving from current location to new building	Patrolled by sheriff's Dept. Building located approx 11/2 miles from Sheriff's office

8. For buildings located in Special Flood Hazard Zones, has flood coverage been obtained from National Flood Insurance Program (NFIP)? Yes No NA  
 If yes, what amount of coverage has been purchased?  
 No county building in special hazard flood zone

9. Are all Fine Arts owned by MEMBER listed on the attached Property Schedule? Yes No  
 If no, please provide the following information: NA county owns no fine arts

Fine Arts Description	Location Name & Address	Fine Arts Value

10. Is all Mobile Equipment owned or leased by MEMBER listed on the attached Property Schedule? Yes    
 If no, please provide the following information:

Department	Year	Make	Model	Serial Number	Actual Cash Value or Cost New (if less than two years old)	Leased
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>

All Mobile equipment purchased through tax notes

11. If any Mobile Equipment is leased, please provide the lessor's contact information:

Serial Number	Lessor Name	Lessor Address
	NA	

12. Crime coverage with a \$100,000 limit is included at no additional cost to members participating in the TAC RMP's Property program.

To make changes to your current Crime Limit, please complete the section below:

Coverage	Current Limit	Change Limit	Limit Options
Crime	\$100,000	NA <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> \$100,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000

**Unreported Claims**

Are you or any officer or employee aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes

If yes, please describe:

NA

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

Property Schedule

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

Property Schedule

Member acknowledges that the information submitted in this questionnaire and Property, Mobile Equipment, and Fine Arts Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the member is as described in the Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to the Member.

Member acknowledges and agrees that any property marked as Excluded on the attached Property Schedule, or identified as Excluded by the MEMBER as an update to the attached property schedule, will not be provided coverage by the Pool during the Coverage Period.

If the Member makes no changes, the Pool will assume the Member is requesting renewal on the same property, fine arts and mobile equipment as the previous applicable Coverage Period. MEMBER understands that any failure to fully and accurately answer the questionnaire and update the attached schedule may result in the denial of coverage provided by the Pool.



Signature of County Judge or presiding official of the Political Subdivision

4/10/17

Date

#42



ACCREDITATION IN STATE LIBRARY SYSTEM  
APPLICATION  
Local Fiscal Year 2016

This form must be completed by public libraries applying for accreditation in the State Library System and submitted on or before April 30, 2017.

LIBRARY NAME Val Verde County Library Del Rio, TX

**Certification**

The below signed certify, to the best of their ability, that the information contained in the library's annual report is complete and accurate for local fiscal year 2016.

All applicable signatures are necessary, based on library's legal establishment.

Efrain Valdez  
SIGNATURE of  Mayor  County Judge  
(Check one)  City Manager  School Superintendent  
 District Board Chair  
*Signatures of city secretaries or county clerks, will not be accepted.*

Efrain Valdez  
Printed Name

M. Monday  
SIGNATURE of Head Librarian

Maria Geraciela Monday  
Printed Name

n/a  
SIGNATURE of Library Board Chair

Printed Name

Only one electronic copy needed. Scan and send by email to: [vgreenwood@tsl.texas.gov](mailto:vgreenwood@tsl.texas.gov), or fax to: 512/936-2306. Accreditation SFY2018

**Verified!****Texas Public Library Annual Report**

This report is due to the Texas State Library and Archives Commission by April 30, 2017. We strongly urge libraries to report no later than March 31, 2017, to provide time to make any necessary [...more](#)

**Section 1: Library Information - Central/Administrative Library**

This section requests information for contacting the library, its staff, board, and friends group. By entering this information you understand that this becomes public information. Do not use [...more](#)

1.1 Library Name ✓	Val Verde County Library	
1.2 County ✓	Val verde	
1.3 The local fiscal year covered by this report began ✓	10/1/2015	
1.4 The local fiscal year covered by this report ended ✓	9/30 2016	
1.5 Mailing Address ✓	300 Spring St	
1.6 Mailing City ✓	Del Rio	
1.7 Mailing ZIP Code	78840	
1.8 Mailing ZIP+4 Extension ✓	5150	
1.9 Street Address	300 Spring St	
1.10 Street City	Del Rio	
1.11 Street ZIP Code	78840	
1.12 Street ZIP+4 Extension	5150	
▶ 1.13 Does the library have a published telephone number? ✓	Yes No Yes	
1.14 Phone	(830) 774-7595	
1.15 Telefax	(830) 774-7607	
1.16 Library Director/Head Librarian First Name	Graciela	
1.17 Library Director/Head Librarian Last Name	Monday	
1.18 Admin Email	mmonday@valverdecountry.org	
1.19 Library Email	library@valverdecountry.org	
▶ 1.20 Does the library have a website?	Yes No Yes	
1.21 Web Address	<a href="http://www.valverdecountry.texas.gov/181/Library">http://www.valverdecountry.texas.gov/181/Library</a>	
1.22 Is the information provided in 1.1 through 1.21 correct?	Yes No Yes	
1.23 Contact Person First Name	Graciela	Graciela
1.24 Contact Person Last Name	Monday	Monday
1.25 Contact Email	mmonday@valverdecountry.org mmonday@valverdecountry.org	
1.26 Board Chair First Name	None	Diana
1.27 Board Chair Last Name	None	Gonzales
1.28 Friends President First Name	Dee	Candice
1.29 Friends President Last Name	Moore	Lee

**Section 2: Outlets**

This section requests information on public service outlets. Report figures as of the last day of the fiscal year. If there is a new branch, but it was not open for business before the end of the ...[more](#)

2.1 Number of Branch Libraries ✓	0
2.2 Number of Bookmobiles ✓	0
2.3 Renovations, Expansion, New Construction	Yes No No
2.4 Square Footage of the Main Library ✓	8,800

**Section 3: Expenditures****REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

Operating Expenditures are those current and recurrent costs necessary to support library services. Only such funds that are supported by ...[more](#)

3.0 Did the library expend any funds for library operation from sources outside the library's home county, such as Tocker Foundation, Dollar General, Hancher Foundation, Texas Book Festival, NEA, or similar sources?	Yes No No
---	-----------

No The library received all financial support from sources inside its home county or district.

Report all operating expenditures in Sections 3 and 4. Report all revenue in Section 5.

**Library Operating Expenditures****REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

Operating Expenditures are those current and recurrent costs necessary to support library services. Only such funds that are supported by ...[more](#)

**Staff Expenditures****REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

This amount should be the salaries and wages for all library staff including plant operation, security and maintenance staff. Do not report salaries paid by an outside entity, such as Green Thumb employees or employees paid under a training program administered through another entity.

3.1 Salaries & Wages Expenditures ✓	\$281,998	\$337,600
3.2 Employee Benefits Expenditures ✓	\$119,116	\$64,022
3.3 Total Staff Expenditures ✓	\$401,114	\$401,622

**Collection Expenditures****REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

Include all operating expenditures from the library budget for all materials in print, microform, electronic, and other formats considered part of the collection, whether purchased, leased, or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

3.4 Print Materials Expenditures ✓	\$59,079	\$73,000
3.5 Electronic Materials Expenditures ✓	\$25,382	\$21,317
3.6 Other Materials Expenditures <sup>1</sup> ✓	\$9,483	\$2,970
3.7 Total Collection Expenditures ✓	\$93,944	\$97,287

**Other/Total Operating Expenditures**

This includes all expenditures other than those reported for Total Staff Expenditures and Total Collection Expenditures. Include expenses such as binding, supplies, repair or ...[more](#)

3.8 Other Operating Expenditures ✓	\$135,034	\$45,904
------------------------------------	-----------	----------

3.9 Total Direct Operating Expenditures	\$630,092	\$544,813
3.10 Indirect Costs ✓		\$65,777
3.11 Total Operating Expenditures ✓	\$630,092	\$610,590

**Capital Expenditures****REPORT ACTUAL EXPENDITURES, NOT BUDGETED AMOUNTS**

This amount should never be included in any of the questions in Section 4, but should be reported in sources of funds reported in the Capital ...[more](#)

3.12 Capital Expenditures ✓	\$1,810,983	\$277
-----------------------------	-------------	-------

**Section 4: Local Financial Effort****REPORT ACTUAL EXPENDITURES, NOT BUDGETED OR ESTIMATED AMOUNTS.**

This section contains questions which will help determine whether the library meets the minimum accreditation criteria. Local ...[more](#)

▶ 4.1 Local Expenditures on Collections ✓	\$93,944	\$95,287
▶ 4.2 Total Local Library Operating Expenditures <sup>2</sup> ✓	\$630,092	\$608,590
▶ 4.3 Local Government Operating Expenditures <sup>3</sup> ✓	\$630,092	\$591,611

**Section 5: Library Revenue by Source**

The total funds reported as Library Revenue will not necessarily equal the total of library expenditures reported. Do not report grant funds spent on behalf of your library by some other entity. Do ...[more](#)

**Revenue Used for Operating Expenditures**

Report revenue received by the library for the current and recurrent costs of operation, including grants, considered operating expenditures by local accounting practice. Report by source of ...[more](#)

5.1 Operating Revenue - City, Cities or Library District ✓	\$0	\$0
5.2 Operating Revenue - County or Counties ✓	\$810,871	\$596,698
5.3 Operating Revenue - School Districts ✓	\$0	\$0
5.4 Subtotal-Local Government Operating Revenue ✓	\$810,871	\$596,698
5.5 Operating Revenue - State Government ✓	\$0	\$0
5.6 Operating Revenue - LSTA ✓	\$0	\$0
5.7 Operating Revenue - Other Federal Revenue ✓	\$0	\$0
5.8 Subtotal - Federal Government Revenue ✓	\$0	\$0
5.9 Operating Revenue - Foundation & Corporate Grants ✓	\$0	\$0
5.10 Operating Revenue - Other Local Sources ✓	\$19,221	\$16,979
5.11 Subtotal-Other Operating Revenue ✓	\$19,221	\$16,979
5.12 Total Library Operating Revenue ✓	\$630,092	\$613,677

**Revenue Used for Capital Expenditures****CAPITAL REVENUE**

Report revenue to be used for major capital expenditures, by source of revenue. Include funds received for (a) site acquisition; (b) new buildings; (c) additions to or renovation of ...[more](#)

5.13 Capital Revenue - City Cities or Library District ✓	\$0	\$0
5.14 Capital Revenue - County or Counties ✓		

	\$1,810,983	\$0
5.15 Capital Revenue - School Districts ✓	\$0	\$0
5.16 Capital Revenue - State Government ✓	\$0	\$0
5.17 Capital Revenue - LSTA ✓	\$0	\$0
5.18 Capital Revenue - Other Federal Funds ✓	\$0	\$0
5.19 Capital Revenue - Foundation & Corporate Grants ✓	\$0	\$0
5.20 Capital Revenue - Other Local Sources ✓	\$0	\$0
5.21 Total Capital Revenue ✓	\$1,810,983	\$0

**Government Revenue Sources Outside Local City or County**

ONLY complete this section if the library received funds from a city or county outside of the one in which the library is located. If funds were received from government entities outside of ...more

5.22 County providing funds

5.23 Amount received



**Section 6: Library Collection**

This section collects data on selected types of materials. It does not cover all materials for which expenditures are reported in the Collection Expenditures section. Unless otherwise indicated, ...more

- ▶ 6.0 Does the library have an electronic catalog of its holdings available to the public that is searchable, at a minimum by author, title, and subject? ✓ Yes No Yes
- ▶ 6.01 Has at least 1% of library's collection been published within the last five years? ✓ Yes No Yes

**Collection Counts**

6.1 Books in Print - Titles ✓	52,765	58,765
6.2 Books in Print - Items ✓	54,610	60,985
6.3 Audio Materials - Physical Format - Titles ✓	1,816	1,988
6.4 Audio Materials - Physical Format - Items ✓	1,949	2,001
6.5 Audio Materials - Downloadable Units ✓	163	163
6.6 Video Materials - Physical Format - Titles ✓	952	540
6.7 Video Materials - Physical Format - Items ✓	976	555
6.8 Video Materials - Downloadable Units ✓	660	630
6.9 Electronic Books <sup>4</sup> ✓	650	650

**Electronic Collections/Databases**

Report the number of electronic collections. An electronic collection is a collection of electronically stored data or unit records (facts, bibliographic data, abstracts, texts, photographs, music, ...more

6.10 Local Licensed Electronic Collections/Databases	6
6.11 TexShare/TexSelect Licensed Databases ✓	61
6.12 Consortium/Other Agreements for Electronic Collections/Licensed Databases	0

**Collection Totals**

6.13 Total Electronic Collections/Databases	67	
6.14 Collection Totals - Titles	55,533	61,294

▶ 6.15 Collection Totals - Volumes Items or Physical Units 59,014 64,994

**Subscription Counts**

6.16 Current Print Serial Subscriptions ✓ 117 127

**Section 7: Local Library Service**

▶ 7.0 Does the library have a Long-Range Plan? ✓ Yes No Yes

**Service Measures**

7.1 Reference Transactions ✓ 3,100 2,988  
 7.2 Library Visits ✓ 119,318 117,259  
 7.3 Registered Users ✓ 17,026 15,139

**Circulation**

The National Center for Education Statistics (NCES) defines children as persons age 11 and under. The Young Adult Services Association (YALSA) defines young adults as ages 12 through 18.

7.4 Children's Circulation - Physical formats <sup>5</sup> ✓ 25,018 24,972  
 7.5 Children's Circulation - Digital formats (Downloadable) ✓ 57 81  
 7.6 All Other Circulation (exclude children's) - Physical format ✓ 31,143 27,901  
 7.7 All Other Circulation - Digital format (Downloadable; exclude children's) ✓ 163 119  
 7.8 Total Circulation ✓ 56,381 53,073

**Programs and Program Attendance**

Report the number of planned events, whether held on- or off-site, that are sponsored or co-sponsored by the library. Do not include programs sponsored by other groups that use library facilities. If ...more

	Number of Programs	Total Attendance at Programs (Adults & children)
7.9 Programs targeting children ~ 7.10 Attendance at children's programs ✓	103	77 ✓ 3,214 3,078
7.11 Programs targeting young adults ~ 7.12 Attendance at YA programs ✓	17	15 ✓ 68 143
7.13 Programs targeting adults ~ 7.14 Attendance at adult programs ✓	27	5 ✓ 523 512
7.15 Total Programs ~ 7.16 Total Program Attendance ✓	147	117 ✓ 3,805 3,734

**Section 8: Library Staffing and Salaries**

Report figures as of the last day of the fiscal year. Include all positions funded in the library's budget whether those positions are filled or not. Report number of hours worked per week. ...more

▶ 8.1 Total hours paid work per week by Librarians with Master's degree from ALA-accredited program. ✓ 40.00 40.00  
 8.2 Total hours paid work per week by other persons holding title of Librarian. ✓ 300.00 300.00  
 8.3 Total hours paid work per week by all other paid staff ✓ 162.00 119.00  
 8.4 Total hours paid work by all library staff. ✓ 502.00 459.00  
 8.5 How many hours last year did volunteers work in your library? ✓ 300 720

8.6 Head Librarian's annual rate of salary <sup>7</sup> ✓	\$49,700	\$49,700
▶ 8.7 How many hours per week is the Head Librarian currently employed in library duties?	40.00	40.00
▶ 8.8 Has the Head Librarian obtained a minimum of 10 hours of continuing education credits within this reporting period? ✓	Yes	No Yes
▶ 8.9 Does the library have a photocopier available for use by staff? ✓	Yes	No Yes
▶ 8.10 Does the library have a computer with internet access available for use by staff? ✓	Yes	No Yes

**Section 9: Resource Sharing**

An item of library material, or a copy of the material, is made available by one autonomous library to another upon request. The libraries involved in interlibrary loan are not under the same library ...[more](#)

▶ 9.1 Does the library offer to borrow materials from another library for its patrons? ✓	Yes	No Yes
▶ 9.2 Does the library offer to lend materials to another library for their patrons? ✓	Yes	No Yes
9.3 Interlibrary Loans Received From Other Libraries ✓	34	80
9.4 Interlibrary Loans Provided To Other Libraries ✓	42	0

**Section 10: Internet and Electronic Services**

▶ 10.1 Does your library have a computer with Internet access printing/copying capability for the use by the public? ✓	Yes	No Yes
10.2 How many computer terminals are used to access the Internet by the general public? ✓	25	25
10.3 Annual total of uses of Public Internet Computers ✓	44,600	44,236
10.4 How many persons were trained in the use of electronic resources in formal settings and/or informal settings? ✓	2,500	1,625
10.5a Does your library have wireless internet (Wi-Fi) access available to users?	Yes	No Yes
10.5b Report the total annual number of sessions for the Wi-Fi (wireless internet access). ✓	2,150	1,260
10.6a Do you have a way to collect the number of website visits to your library's webpage?	Yes	No Website Data Not Collected

**Section 11: Library Hours**

11.1 How many hours is the Central/Main library facility available to patrons during the year? <sup>8</sup> ✓	2,416	2,416
11.2 How many weeks is the Central/Main library facility is available to patrons during the year? ✓	52	52
▶ 11.3 How many unduplicated hours is the library and its branches open per week during a regular scheduled week? <sup>9</sup> ✓	52	52
11.4 Total hours Central/Main Library open during a Regular Week	52	52
11.5 Total hours Central/Main Library open during a Summer Week.	52	52

**Next Steps**

Congratulations! You've reached the end of the survey! You still have a few very important things to do, though.

At the top, right-hand side of this page are two buttons: 'Verify' and ...more

---

- <sup>1</sup>, 3.6 We increased our DVD collection substantially. (0-2017-03-08)
- <sup>2</sup>, ▶ 4.2 We are not reporting Indirect Costs at this time. (0-2017-04-04)
- <sup>3</sup>, ▶ 4.3 We are not reporting any Indirect Costs at this time. (0-2017-04-04)
- <sup>4</sup>, 6.9 We maintained the same subscription with Axis 360. (0-2017-03-08)
- <sup>5</sup>, 7.4 slight increase noted (0-2017-03-06)
- <sup>6</sup>, 7.16 There were two additional programs. We are hoping to see an even larger increase next year after the completion of our expansion. (0-2017-03-06)
- <sup>7</sup>, 8.6 I received a salary increase at the start of the current fiscal year. (0-2017-03-06)
- <sup>8</sup>, 11.1 Library hours have not changed (0-2017-03-06)
- <sup>9</sup>, ▶ 11.3 hours have not changed (0-2017-03-06)

**INTERLOCAL COOPERATION AGREEMENT**

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Terrell County, Texas (hereinafter "County") effective April 10, 2017.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

**ARTICLE 1**

**DETENTION SERVICES**

1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to such inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .535 per mile. Ambulance

transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$23.34 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

## ARTICLE II

### FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Sixty-two dollars and fifty-four cents (\$62.54) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:  
The GEO Group, Inc.  
C/O Bank of America  
ABA Routing #0260-0959-3  
Account #3751223010

OR make check payable to:  
The GEO Group, Inc.  
P.O. Box 281560  
Atlanta, GA 30384-1560

Or make remittance by ACH to:  
The GEO Group, Inc  
C/O Bank of America  
ABA #111-000-012  
Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

## ARTICLE III

### TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

- 3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

**ARTICLE IV**  
**ACCEPTANCE OF INMATES**

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
- 4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

**ARTICLE V**  
**MISCELLANEOUS**

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:           Val Verde County Correctional Facility  
                                  253 FM 2523 Hamilton Lane  
                                  Del Rio, Texas 78840

To County:                **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

TERRELL COUNTY, TEXAS

By: Santiago Flores  
(As Authorized and approved by  
Terrell County Commissioners Court  
Dated: April 10, 2017 )

Date Signed: 4-10-17

Ana L. Barron  
County Treasurer

Date Signed: 4-10-2017

Keith Hughes

Keith Hughes, Terrell County Sheriff

Date Signed: 4/10/2017

ATTEST: 11<sup>th</sup>  
This 11 day of April, 2017

Joseph W. Allen  
Terrell County Clerk

VAL VERDE COUNTY, TEXAS

By: Efron Veeby  
Val Verde County Judge  
(As authorized and approved by Val Verde  
County Commissioners Court  
Dated: April 10, 2017 )

Date Signed: 4-20-17

Matthew S. Weingardt  
Matthew S. Weingardt, Val Verde County Auditor

Date Signed: 04-18-17

Joe Frank Martinez  
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 4-20-17

ATTEST: 11<sup>th</sup>  
This 26 day of April, 2017

Generosa Gracia-Ramón  
Generosa Gracia-Ramón, Val Verde County Clerk



**INTERLOCAL COOPERATION AGREEMENT**

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Zavala County, Texas (hereinafter "County") effective April 10, 2017.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

**ARTICLE I  
DETENTION SERVICES**

**1.01 HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.

**1.02 MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

**1.03 MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.

**1.04 TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .535 per mile. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$23.34 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas

Department of Criminal Justice Institutional Division.

**1.05 SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

**1.06 LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

**ARTICLE II**  
**FINANCIAL PROVISIONS**

**2.01 PER DIEM RATE:** The per diem rate for detention services under this agreement is Sixty-two dollars and fifty-four cents (\$62.54) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

**2.02 BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:	OR make check payable to:	Or make remittance by ACH to:
The GEO Group, Inc.	The GEO Group, Inc.	The GEO Group, Inc
C/O Bank of America	P.O. Box 281560	C/O Bank of America
ABA Routing # <u>0260-0959-3</u>	Atlanta, GA 30384-1560	ABA # <u>111-000-012</u>
Account #3751223010		Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

**ARTICLE III**  
**TERM OF AGREEMENT**

**3.01 PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the effective date of this agreement by both parties.

**3.02 RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

**3.03 TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

**ARTICLE IV**  
**ACCEPTANCE OF INMATES**

- 4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.
- 4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES**: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.
- 4.04 **INMATE SENTENCE**: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

**ARTICLE V**  
**MISCELLANEOUS**

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:                   Val Verde County Correctional Facility  
  253 FM 2523 Hamilton Lane  
  Del Rio, Texas 78840

To County:                        **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

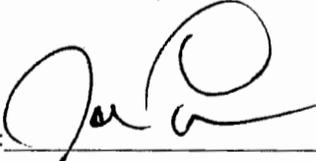
5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

5.08 **DEFENSE/IMMUNITY:** By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

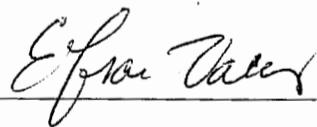
In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

ZAVALA COUNTY, TEXAS

By:  \_\_\_\_\_

(As Authorized and approved by  
Zavala County Commissioners Court  
Dated: 4/3/17 )

VAL VERDE COUNTY, TEXAS

By:  \_\_\_\_\_

Val Verde County Judge  
(As authorized and approved by Val Verde  
County Commissioners Court  
Dated: 4/11/17 )

Date Signed: 4/3/17

Date Signed: 4/11/17

[Signature]  
County Treasure

Matthew S. Weingardt  
Matthew Weingardt, Val Verde County Auditor

Date Signed: 04/03/17

Date Signed: 04.18.17

[Signature]  
Eusevio Salinas, County Sheriff

[Signature]  
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: 4/5/17

Date Signed: 4/20/17

ATTEST:  
This 5 day of April, 2017

ATTEST:  
This 26<sup>th</sup> day of April, 2017

[Signature]  
County Clerk

[Signature]  
Generosa Gracia-Ramon, Val Verde County Clerk



#48

**Cooperative Agreement**

P16AC00035

Between

THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE

AND

THE VAL VERDE COUNTY SHERIFF'S OFFICE

DUNS No: 611754136

Post Office Box 1201

Del Rio, Texas 78841-1201

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CFDA: 15.944, Natural Resource Stewardship

Project Title: Provide emergency dispatch services to Amistad NRA

Amount of Federal Funds Obligated: \$35,000

Total Amount of Award: \$35,000

Period of Performance: October 1, 2015 - September 30, 2020

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service, Amistad National Recreation Area (NPS), and the Recipient, Val Verde County Sheriff's Office (VVSO).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The NPS administers Amistad National Recreation Area as a unit of the national park system in accordance with 54 U.S.C. §101702(a) and the laws applicable generally to units of the national park system. The NPS is the agency primarily responsible for performing law enforcement and providing emergency services within Amistad National Recreation Area. VVSO provides emergency law enforcement in the area of Val Verde County through the National Law Enforcement Telecommunications System (hereinafter "NLETS") and/or National Crime Information Center (hereinafter "NCIC") to aid in the dispatch of fire, police and ambulance both within and outside of Val Verde County.

The objective of this Agreement is to improve emergency communications and safety between the NPS and VVSO. VVSO will provide emergency dispatch services to the NPS in accordance with the terms of this agreement.

**ARTICLE II – AUTHORITY**

54 U.S.C. §101702(a) authorizes the National Park Service to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local, and tribal governments, other public entities, educational institutions, and private

nonprofit organizations for the public purpose of carrying out National Park Service programs;

**ARTICLE III – STATEMENT OF WORK**

**A. VVSO agrees to:**

1. Provide park-wide dispatch to all NPS law enforcement personnel twenty-four hours a day, seven days a week as provided herein.
2. Employ and supervise personnel in the conduct of these duties.
3. Install, where compatible, NPS radio frequencies into existing equipment.
4. Allow NPS personnel or their designated contractors to install radio equipment in the Sheriff's Office and to allow servicing of the aforementioned equipment as needed.
5. Make appropriate dispatch contacts for NPS law enforcement personnel with the Texas Crime Information Center (TCIC), the National Crime Information Center (NCIC), the National Law Enforcement Telecommunications System (NLETS), and to abide by all rules, policies, and procedures of these entities

**B. NPS agrees to:**

1. In the absence of existing compatible radio equipment in the VVSO, the NPS will install a radio system in the Sheriff's Office which is compatible to the requirements of the NPS. The NPS radio system shall remain property of the U.S. Government and shall be utilized only under the terms and conditions of this agreement.
2. Provide updated emergency telephone contact lists of emergency services personnel and other pertinent park staff to the VVSO.
3. Provide maps and other orientation material for use by the VVSO in response to law enforcement and emergency incidents within park boundaries.
4. Provide on-site orientation to VVSO staff, including dispatchers and deputies, to park property including land and water areas.
5. Provide technical advice and, when available, training to the VVSO personnel.

C. It is mutually agreed that:

1. VVSO or its employees are not, under the terms of this Agreement, employees of the United States. Each party hereto is responsible for the compensation of its employees including compensation for injuries and for any damages or loss of property to the same extent that each party is otherwise responsible for its employees and property.
2. Each and every provision of this Agreement is subject to the laws of the United States, the laws of the State of Texas, and all lawful rules and regulations promulgated thereunder, and shall be interpreted accordingly.
3. Nothing contained herein shall be construed as limiting in any way the responsibility and authority as defined by law, of the Superintendent of Amistad National Recreation Area or the Sheriff of Val Verde County in connection with the administration and protection of lands and resources under their respective administrations.
4. The individual in charge of personnel taking initial action on a situation covered by this Agreement will be in charge until relieved by the appropriate official or supervisor under whose jurisdiction the situation has occurred.
5. To engage in cooperative on-site training programs whenever practical and mutually beneficial.
6. When incidents reach a level as to attract media attention, news and information releases will be coordinated between the NPS Media Relations Officer and the VVSO Officer-in-Charge. News releases should reflect joint cooperative efforts by both agencies.

**ARTICLE IV – TERM OF AGREEMENT**

The Agreement will become effective upon the date of the last signature in Article XIII and will expire five years from that date, unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement.

**ARTICLE V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:
  1. For the NPS:

Awarding Officer (AO):

Trish Fresquez- Hernandez (primary)  
Contracting Officer  
National Park Service  
Intermountain Region  
P. O. Box 728  
1100 Old Santa Fe Trail  
Santa Fe, New Mexico 87504  
505-988-6122 (office)  
505-988-6075 (fax)  
Email: trish\_fresquez-hernandez@nps.gov

Tammy Gallegos (secondary)  
Contracting Officer  
National Park Service  
Intermountain Region  
P. O. Box 728  
1100 Old Santa Fe Trail  
Santa Fe, New Mexico 87504  
505-988-6085 (office)  
505-988-6075 (fax)  
Email: tammy\_gallegos@nps.gov

Agreement Technical Representative (ATR):

Regina Klein Dissler  
Chief Ranger  
National Park Service  
Amistad NRA  
4121 Veterans Blvd.  
Del Rio, Texas 78840  
830-775-7492 ext. 2213  
Email: regina\_klein@nps.gov

Amistad National Recreation Area Superintendent:

Christopher Ryan  
Superintendent  
National Park Service  
Amistad NRA  
4121 Veterans Blvd.  
Del Rio, Texas 78840  
830-775-7492 ext. 2201

Email: Christopher\_ryan@nps.gov

**2. For the VVSO:**

Efrain Valdez  
Val Verde County Judge  
400 Pecan Street, 1st Floor  
Del Rio, Texas 78840  
830-774-7501 (office)  
830-775-9406 (fax)  
Email: evaldez@valverdecountry.org

Joe Frank Martinez  
Val Verde County Sheriff  
P.O. Box 1201  
Del Rio, Texas 78841-1201  
830-774-7513 (office)  
830-775-9678 (fax)  
Email: jfmartinez@valverdesherriff.com

- B. Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI – AWARD AND PAYMENT**

- A. Financial Assistance:** NPS will provide funding to VVSO in an amount not to exceed \$35,000 for the work described in Article III and in accordance with the approved budget. Any award beyond the current fiscal year is subject to availability of funds.
- B. VVSO shall request payment in accordance with the following:**

**Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

**Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

**Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. PRIOR to drawing down any funds in ASAP, VVSO shall email an SF-270-Request for Advance or Reimbursement, along with an itemized breakdown of costs, to the Awarding Officer for review and approval. After review and approval the NPS will notify VVSO to draw down the funds as requested on the SF-270 via the ASAP program. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

**Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

**Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

**Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial

assistance or procurements documents the Recipient may have with the Federal government.

Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

**Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

**Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

**Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

**Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

#### **ARTICLE VII – PRIOR APPROVAL**

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

#### **ARTICLE VIII – INSURANCE AND LIABILITY**

VVSO agrees:

To accept responsibility for any property damage, injury, or death caused by the acts of omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.

To provide workers' compensation protection to the VVSO's officers, employees, and representatives.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the VVSO, its officers, employees, or representatives.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the VVSO in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the VVSO, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the VVSO, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the VVSO will constitute termination of this Agreement by the NPS.

To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

#### **ARTICLE IX – MANDATORY REPORTS AND/OR DELIVERABLES**

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS AO with a copy to the NPS Agreements Technical Representative via email
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and

records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

#### ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

#### ARTICLE XI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342..

#### ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

##### A. General Provisions

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
  - a) **Administrative Requirements:**  
*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*
  - b) **Determination of Allowable Costs:**  
*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*
  - c) **Audit Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;*

*2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;*

*43 CFR 18, “New Restrictions on Lobbying”;*

*2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and*

*2 CFR Part 170, “Reporting Subawards and Executive Compensation”.*

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or

employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter intelligence, intelligence, or national security activities.

Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
  11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
  12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
  13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
  14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
  15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
- a) **Special Provisions**
- 1) **Public Information and Endorsements**
    - a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and

motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
  - c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
  - d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
  - e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by

the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
- 5) **Audit Requirements**
  - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- a) Provisions applicable to a recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or  
  
Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity-
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - a. Associated with performance under this award: or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- c) Provisions applicable to any recipient.
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
- 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards;  
or
    - ii. 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 services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "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.

3. "Private entity" means:
  - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
  - ii. Includes:
    - a. A nonprofit organization, including any nonprofit 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.
4. "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).

**10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**11) Reporting Subawards And Executive Compensation**

- a) Reporting of first-tier subawards.
1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
  2. Where and when to report.
    - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received—
      - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.I. of this award term:
    - i. As part of your registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
    1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      - i. In the subrecipient's preceding fiscal year, the subrecipient received—
        - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
        - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal

Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
  1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
    - i. Subawards, and
    - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
  1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13) **Minimum Wages Under Executive Order 13658 (January 2015)**

- (a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations

issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(11) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.





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## INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Section A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

#### Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

#### Lines 1-4, Columns (c) through (g)

For *new* applications, leave Columns (c) and (d) blank. For each line entry in columns (a) and (b), enter in Columns (e), (f), and (g)

the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in columns (e) and (f).

For *supplemental grants and changes to existing grants*, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (c) and (f). The amount(s) in Column (g) should not equal the sum of amounts in columns (e) and (f).

**Line 5** -- Show the totals for all columns used.

#### Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and Non-Federal) by object class categories.

**Lines 6a-i** -- Show the totals of Lines 6a to 6h in each column.

**Lines 6j** -- Show the amount of indirect cost.

**Line 6k** -- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in Column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from

## INSTRUCTIONS FOR THE SF-424A (continued)

the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

### Section C. Non-Federal Resources

Lines 8-11. Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program title identical to column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

### Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(c). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

### Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No.: 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non - Federal (d)	Federal (e)	Non - Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1)	(2)	(3)	(4)		
a. Personnel	\$ 24,000.00	\$	\$	\$	\$ 24,000.00	
b. Fringe Benefits	5,637.60				5,637.60	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual	5,362.40				5,362.40	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charge (sum of 6a-6h)	35,000.00	0.00	0.00	0.00	35,000.00	
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$ 35,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 35,000.00	
7. Program Income	\$	\$	\$	\$	\$	

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8 - 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORCASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. NonFederal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

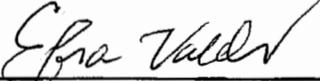
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		County Judge	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Val Verde County Sheriff's Office			

Standard Form 424B (Rev. 7-97) Back



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**MICHAEL J. BAGLEY**  
DISTRICT ATTORNEY  
MBAGLEY@DISTRICTATTORNEY63RD.ORG

Office of the District Attorney  
63rd/83rd Judicial Districts

**WILLIAM E. PARHAM**  
2ND ASSISTANT DISTRICT ATTORNEY  
WPARHAM@DISTRICTATTORNEY63RD.ORG

**ROLAND ANDRADE**  
1ST ASST. DIST. ATTY.  
RANDRADE@DISTRICTATTORNEY63RD.ORG

VAL VERDE, KINNEY & TERRELL COUNTIES

**F. GAIL SCHROETER**  
BORDER PROSECUTOR/ ADA  
GSCHROETER@DISTRICTATTORNEY63RD.ORG

March 31<sup>st</sup>, 2017

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

RE: In-Kind Contribution for FY 2016-2017

Dear Judge Valdez:

I am respectfully requesting Val Verde County's second quarter contribution in the amount of \$99,601.91 for fiscal year 2016-2017. I appreciate your support in the past and certainly appreciate your confidence of our office in the future.

If you have any questions, please do not hesitate to call.

Sincerely yours,

By: \_\_\_\_\_

Michael J. Bagley  
District Attorney

cc: Mr. Mathew Weingardt, County Auditor

MJB/cc

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#51

**MICHAEL J. BAGLEY**  
DISTRICT ATTORNEY  
MBAGLEY@DISTRICTATTORNEY63RD.ORG

**ROLAND ANDRADE**  
1ST ASST. DIST. ATTY.  
RANDRADE@DISTRICTATTORNEY63RD.ORG

Office of the District Attorney  
63rd/83rd Judicial Districts

VAL VERDE, KINNEY & TERRELL COUNTIES

**WILLIAM E. PARHAM**  
2ND ASSISTANT DISTRICT ATTORNEY  
WPARHAM@DISTRICTATTORNEY63RD.ORG

**F. GAIL SCHROETER**  
BORDER PROSECUTOR/ ADA  
GSCHROETER@DISTRICTATTORNEY63RD.ORG

March 31st, 2017

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

RE: In-Kind Contribution for FY 2016-2017

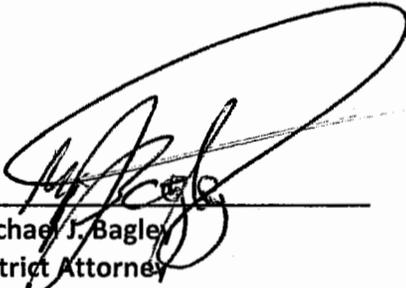
Dear Judge Valdez:

I am respectfully requesting Val Verde County's third quarter contribution in the amount of \$102,500.00 for fiscal year 2016-2017. I appreciate your support in the past and certainly appreciate your confidence of our office in the future.

If you have any questions, please do not hesitate to call.

Sincerely yours,

By: \_\_\_\_\_

  
Michael J. Bagley  
District Attorney

cc: Mr. Mathew Weingardt, County Auditor

cc/mjb

#53



VAL VERDE COUNTY  
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge  
From: Juanita Barrera, HR Director  
Date: April 4, 2017  
Subject: **AGENDA ITEMS FOR APRIL 2017**

Listed below are several personnel matters which need to be part of the upcoming April agenda for HR reporting period from March 9, 2017 through April 5, 2017.

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

- H. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Manuel Herrera, Lieutenant with an annual salary of \$42,718.75 effective April 3, 2017. Mr. Herrera is replacing Ramiro Reyes who was terminated.
- I. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Sunny Faz, who has been promoted to Heavy Equipment Operator with an annual salary of \$27,675.00 effective April 3, 2017. Mr. Faz is replacing Mario Cervantes who was promoted to Foreman in Pct. 1



# TREASURER'S REPORT

MARCH 2017

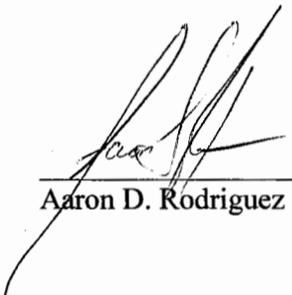
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**AARON D. RODRIGUEZ**

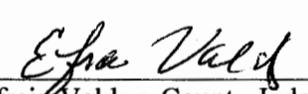
COUNTY TREASURER  
VAL VERDE COUNTY  
901 BEDELL AVE, STE F  
DEL RIO, TEXAS 78840  
(830) 774-7587

**ORDER APPROVING TREASURER'S MONTHLY REPORT**

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of March 2017.

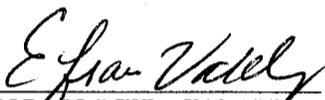
  
\_\_\_\_\_  
Aaron D. Rodriguez

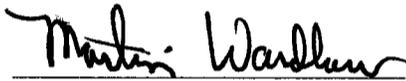
Approved: Examined and approved in open Commissioners Court, this 10<sup>th</sup> day of  
April, 2017

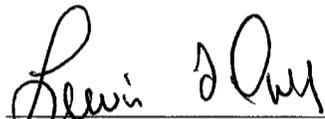
  
\_\_\_\_\_  
Efrain Valdez, County Judge

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on March 13<sup>th</sup>, 2017 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for MARCH 2017, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 10<sup>th</sup> day of April, 2017.

  
HONORABLE EFRAIN VALDEZ  
COUNTY JUDGE

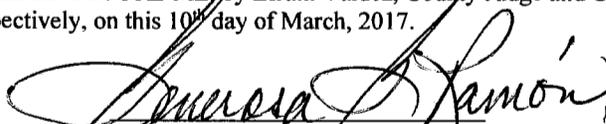
  
HONORABLE MARTIN WARDLAW  
COUNTY COMMISSIONER, PCT. 1

  
HONORABLE LEWIS OWENS  
COUNTY COMMISSIONER, PCT. 2

  
HONORABLE ROBERT NETTLETON  
COUNTY COMMISSIONER, PCT. 3

  
HONORABLE GUSTAVO FLORES  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 10<sup>th</sup> day of March, 2017.

  
HONORABLE GENEROSA GRACIA RAMON  
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
Date Range: 03/01/2017 - 03/31/2017

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Table with columns: Account, Name, Beginning Balance, Total Activity, Total Debits, Total Credits, Ending Balance. Rows include Fund: 1111 - General Fund, Fund: 1133 - SL 179, Fund: 1134 - Library Construction, Fund: 1166 - SF Pastures, Fund: 1177 - Tax Note 2013, Fund: 1178 - Tax Note 2016, Fund: 1222 - Balance Road & Bridge, Fund: 1333 - Interest & Sinking, and Fund: 1444 - Payroll Clearing County.

Detail Report

Date Range: 03/01/2017 - 03/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Total Fund: 1444 - Payroll Clearing County:</b>		<b>232,992.89</b>	<b>96,652.77</b>	<b>904,205.48</b>	<b>807,552.71</b>	<b>329,645.66</b>
<b>Fund: 1555 - Law Library</b>						
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	14,886.13	-173.40	930.79	1,104.19	14,712.73
<b>Total Fund: 1555 - Law Library:</b>		<b>14,886.13</b>	<b>-173.40</b>	<b>930.79</b>	<b>1,104.19</b>	<b>14,712.73</b>
<b>Fund: 2666 - Grants</b>						
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	9,800.00	9,800.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	134.99	0.00	0.00	0.00	134.99
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	42,538.29	-2,285.00	0.00	2,285.00	40,253.29
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	6,123.88	0.00	0.00	0.00	6,123.88
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21280</u>	Cash - Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21298</u>	Cash - West Gate	234,016.53	-161,425.00	0.00	161,425.00	72,591.53
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	12,614.15	512.55	17,108.69	16,596.14	13,126.70
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
<b>Total Fund: 2666 - Grants:</b>		<b>295,427.84</b>	<b>-163,197.45</b>	<b>26,908.69</b>	<b>190,106.14</b>	<b>132,230.39</b>
<b>Fund: 4121 - Val Verde County Auditors Special Account</b>						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	10,187.66	0.72	124,985.22	124,984.50	10,188.38
<b>Total Fund: 4121 - Val Verde County Auditors Special Account:</b>		<b>10,187.66</b>	<b>0.72</b>	<b>124,985.22</b>	<b>124,984.50</b>	<b>10,188.38</b>
<b>Fund: 4145 - Security Fees</b>						
<u>4145-1111-00-41080</u>	Cash - Security Fee	125,383.97	1,173.58	1,233.58	60.00	126,557.55
<b>Total Fund: 4145 - Security Fees:</b>		<b>125,383.97</b>	<b>1,173.58</b>	<b>1,233.58</b>	<b>60.00</b>	<b>126,557.55</b>
<b>Grand Totals:</b>		<b>14,340,232.04</b>	<b>-834,097.26</b>	<b>4,218,524.58</b>	<b>5,052,621.84</b>	<b>13,506,134.78</b>

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**Fund Summary**

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	5,301,400.66	-471,335.93	2,924,503.33	3,395,839.26	4,830,064.73
1133 - SL 179	172,190.13	-6,562.81	0.00	6,562.81	165,627.32
1134 - Library Construction	2,207,401.67	-286,371.34	0.00	286,371.34	1,921,030.33
1166 - SF Pastures	44,378.44	-398.01	1.99	400.00	43,980.43
1177 - Tax Note 2013	75,761.91	-1,039.58	3.42	1,043.00	74,722.33
1178 - Tax Note 2016	2,321,738.16	-106,944.99	101.56	107,046.55	2,214,793.17
1222 - Balance Road & Bridge	491,575.38	49,455.79	181,007.13	131,551.34	541,031.17
1333 - Interest & Sinking	3,046,907.20	54,643.39	54,643.39	0.00	3,101,550.59
1444 - Payroll Clearing County	232,992.89	96,652.77	904,205.48	807,552.71	329,645.66
1555 - Law Library	14,886.13	-173.40	930.79	1,104.19	14,712.73
2666 - Grants	295,427.84	-163,197.45	26,908.69	190,106.14	132,230.39
4121 - Val Verde County Auditors Special	10,187.66	0.72	124,985.22	124,984.50	10,188.38
4145 - Security Fees	125,383.97	1,173.58	1,233.58	60.00	126,557.55
<b>Grand Total:</b>	<b>14,340,232.04</b>	<b>-834,097.26</b>	<b>4,218,524.58</b>	<b>5,052,621.84</b>	<b>13,506,134.78</b>

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<b>FUNDS FOR THE MONTH OF MARCH 2017</b>	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	134,057.18	2,013.64	6.06	802.69	\$135,274.19
TAX COLLECTORS / VIT ESCROW ACCOUNT	318,570.85	38,864.51	60.56	0.00	\$357,495.92
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	983,369.71	1,144,711.86	269.58	1,520,254.68	\$608,096.47
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	324,685.43	1,103,163.17	17.96	957,892.53	\$469,974.03
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	25,847.32	105.00	1.00	0.00	\$25,953.32
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	16,599.24	302.83	0.64	0.00	\$16,902.71
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	33,630.34	2,000.00	1.35	0.00	\$35,631.69
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	371,247.99	4,789.00	142.11	3,052.18	\$373,126.92
COUNTY CLERK RECORD ARCHIVE FUND	297,579.83	4,648.00	114.25	0.00	\$302,342.08
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	9,394.60	0.00	0.00	0.00	\$9,394.60
JUSTICE OF THE PEACE PRECINCT #1	9,059.16	12,749.33	0.00	8,627.01	\$13,181.48
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	7,594.90	114.26	0.00	0.00	\$7,709.16
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	8,257.43	444.48	0.00	26.94	\$8,674.97
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	17,281.10	22,161.18	0.00	18,596.72	\$20,845.56
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	7,348.50	0.00	0.00	580.06	\$6,768.44
JUSTICE OF THE PEACE PRECINCT #3	27,286.44	30,461.95	0.00	16,121.83	\$41,626.56
CONSTABLE PRECINCT #3 TLEOS	1,974.10	682.59	0.00	0.00	\$2,656.69
JUSTICE OF THE PEACE PRECINCT #4 TECHNOLOGY FUND	11,729.22	10,764.83	0.34	11,399.56	\$11,094.83
JUSTICE OF THE PEACE PRECINCT #4 DAILY ACTIVITY	4,628.21	136.80	0.21	0.00	\$4,765.22
DISTRICT CLERK- COURT COST ACCOUNT	288,457.03	25,621.04	0.00	15,286.10	\$298,791.97
DISTRICT CLERK- REGISTRY FUND	543,622.99	12,737.42	0.00	299,242.54	\$257,117.87
DISTRICT CLERK-RECORD ARCHIVE FUND	17,981.35	73.49	0.00	0.00	\$18,054.84
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	23,038.91	33.60	9.39		\$23,081.90
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	34,126.53	145.08	13.93	0.00	\$34,285.54
COURT AT LAW CONTRIBUTION ACCOUNT	520.74	0.00	0.00	0.00	\$520.74
FAMILY PROTECTION	33,051.10	15.00	13.45		\$33,079.55
BAIL SECURITY	38,299.15		15.58		\$38,314.73
COURT AT LAW TECHNOLOGY FUND	65.67	32.00	0.03	0.00	\$97.70
WELFARE FUND - COUNTY JUDGE	24,021.24	600.00	8.28	486.33	\$24,143.19
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	697.51	37.34	0.00	0.00	\$734.85
<b>TOTAL</b>					<b>\$3,316,351.83</b>

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



## Pool Information

Location: 78328  
Val Verde County

### TexPool

Average Monthly rate for March	0.6222%
Average Monthly Dividend Factor for March	0.000017046
<b>Information as of</b>	April 5, 2017
Daily Net Yield	0.6877%
Dividend Factor	0.000018840
7 Day Net Yield	0.68%
Daily Assets	\$18,844,481,328.98
Weighted Average Maturity	38 days
Weighted Average Life	105 days
NAV	1.00006

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](http://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						
	<b>Location:</b> 78328					
	<b>Acct Nbr:</b> 2331000001					
	<b>Acct Name:</b> GENERAL FUND #1					
	<b>Name:</b> VAL VERDE COUNTY					
	<b>Pool Name:</b> TEXPOOL					
	<b>Pool Nbr:</b> 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$1,115.78
MONTHLY INTEREST	10/30/16	10/30/16	\$1.00	\$0.31		\$1,116.09
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$0.30		\$1,116.39
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.32		\$1,116.71
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.59		\$1,117.30
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.56		\$1,117.86
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.62		\$1,118.48
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
	<b>Location:</b> 78328					
	<b>Acct Nbr:</b> 2331000002					
	<b>Acct Name:</b> GENERAL FUND #2					
	<b>Name:</b> VAL VERDE COUNTY					
	<b>Pool Name:</b> TEXPOOL					
	<b>Pool Nbr:</b> 449					
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$1,249.73
MONTHLY INTEREST	10/31/16	10/31/16	\$1.00	\$0.31		\$1,250.04
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$0.30		\$1,250.34
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.48		\$1,250.82
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.62		\$1,251.44
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.56		\$1,252.00
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.62		\$1,252.62
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

**ACCOUNT HISTORY REPORT**

**Location:** 78328  
**Acct Nbr:** 2331000003  
**Acct Name:** ROAD & BRIDGE FUND  
**Name:** VAL VERDE COUNTY  
**Pool Name:** TEXPOOL  
**Pool Nbr:** 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$804.82
MONTHLY INTEREST	10/31/16	10/31/16	\$1.00	\$0.31		\$805.13
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$0.30		\$805.43
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$0.31		\$805.74
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$0.31		\$806.05
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$0.28		\$806.33
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$0.32		\$806.65
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						

**ACCOUNT HISTORY REPORT**

**Location:** 78328  
**Acct Nbr:** 2331000004  
**Acct Name:** VAL VERDE COUNTY INTEREST & SINKING FUND  
**Name:** VAL VERDE COUNTY  
**Pool Name:** TEXPOOL  
**Pool Nbr:** 449

Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/16					\$4,148.05
MONTHLY INTEREST	10/31/16	10/31/16	\$1.00	\$1.24		\$4,149.29
MONTHLY INTEREST	11/30/16	11/30/16	\$1.00	\$1.41		\$4,150.70
MONTHLY INTEREST	12/31/16	12/31/16	\$1.00	\$1.63		\$4,152.33
MONTHLY INTEREST	01/31/17	01/31/17	\$1.00	\$1.83		\$4,154.16
MONTHLY INTEREST	02/28/17	02/28/17	\$1.00	\$1.68		\$4,155.84
MONTHLY INTEREST	03/31/17	03/31/17	\$1.00	\$2.26		\$4,158.10
MONTHLY INTEREST						
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