



COMMISSIONER'S COURT MINUTES

NOVEMBER 1ST REGULAR TERM, A.D. 2017

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

BE IT REMEMBERED that on this the 1ST day of November 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. Pledge of Allegiance.
4. Approval of minutes from previous meetings.

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

5. Citizens' Comments.

1) _____

2) _____ None.

3) _____

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 COMMISSSTIONERS COURT:

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

ATTENDING

COUNTY STAFF/DEPTS:

- COUNTY ATTY
- SL COUNTY ATTY STAFF
- COUNTY ATTY STAFF
- DISTRICT CLERK
- IT
- SHERIFF
- N/A SHERIFF'S STAFF
- AUDITOR
- TREASURER
- PURCHASING-Melissa
- HR
- TAX COLLECTOR
- RISK MGMT
- FIRE DEPT
- EMERGENCY MGMT
- JP #1
- JP #2
- JP #3 9:01AM
- JP #4
- OTHER _____

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

Efrain Valdez, County Judge

6. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the name of Ashley A. Lopez to fill vacancy on the Val Verde County Child Welfare.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-485	O	N		Motion to approve.		W, O, N, F, EVV		

7. Charlene Heydinger, Executive Director for Keeping PACE in Texas. Presentation regarding a Val Verde County PACE program under the Texas Property Assessed Clean Energy (PACE) Act and possible action to consider a resolution of intent to establish a Val Verde County PACE program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presentation only.		W, O, N, F, EVV		

Martin Wardlaw, County Commissioner Pct. 1

8. Discussion and possible action to purchase a backpack sprayer and granules from Phesco International in the amount of \$1,046.20 for mosquito control to be approved.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-486	W	N		Motion to approve.		W, O, N, F, EVV		

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

9. Discussion and possible action scheduling date of (November 15, 2017 at 5:05pm) for required Final Public Hearing for TxCDBG 7215499 and publish notice for same.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-487	O	N		Motion to approve and add in commissioner's court building.		W, O, N, F, EVV		

10. Discussion and possible action on Draw #7 to TDA for TxCDBG 7215499 request for payment for (H.D. Supply Waterworks Ltd. \$58,795.50 (Pipeline Materials), DKM Enterprises \$2,925.00 (Steel Casing), & Reyes & Sons \$1,977.65 (Sandy Loam), all for Hamilton Road Waterline Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-488	O	N		Motion to approve.		W, O, N, F, EVV		

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

Generosa Gracia-Ramon, County Clerk

11. Discussion and possible action on the request by City of Del Rio for the use of the County Courthouse for processing of election night results; the use of election equipment and supplies (i.e., AutoMarks, M100, etc.) in order to conduct the Tuesday, November 7, 2017 City Charter Amendment Elections.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-489	N	F		Motion to approve.		W, O, N, F, EVV		

12. Discussion and possible action on the agreement between Val Verde County and City of Del Rio to share polling locations for the November 7, 2017 constitutional amendment election; Val Verde County bond election and City of Del Rio charter amendment election in accordance with Chapter 271 of the Texas Election Code which permits the governing bodies of two or more political subdivisions holding elections on the same day in all or part of the same territory to enter agreements to share a polling location and to allow election officials to conduct their respective elections within the same polling place.

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

Rogelio R. Musquiz Jr., County

13. Discussion and possible action regarding the purchase of steel pipe and purlin for the construction of the fairground fence on 15th. Street. Estimated cost for 1,600 ft. of materials is \$7,000.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-490	N	F		Motion to approve.		W, O, N, F, EVV		

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-491	O	N		Motion to approve.		W, O, N, F, EVV		

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

15. Discussion and possible action regarding the transfer of funds from the 83rd. District Court Office Supplies to Capital Outlay for the purpose of purchasing computer equipment in the amount of \$2,031.46

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-492	N	F		Motion to approve.		W, O, N, F, EVV		

Roger Cerny, County Health Inspector

16. Discussion and possible action regarding authorization for the County Judge to sign the renewal application with TAC for our liability coverages.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-493	N	F		Motion to approve.		W, O, N, F, EVV		

Joe Frank Martinez, County Sheriff

17. Discussion and possible action authorizing Sheriff Joe Frank Martinez to request a credit card for the Val Verde Sheriff's Office to be issued to Sergeant Sergio Mendoza.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-494	F	N		Motion to approve.		W, O, N, F, EVV		

18. Discussion and possible action on agreement between District Attorney of the 63rd & 83rd Judicial Dist. And Val Verde County Sheriff.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-495	N	F		Motion to approve.		W, O, N, F, EVV		

Michael Bagley, District Attorney

19. Discussion and possible action requesting that Commissioners Court withdraw/terminate the current lease agreement with the District Attorney's office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-496	F	N		Motion to table.		W, O, N, F, EVV		

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

Aaron Rodriguez, County Treasurer

20. Monthly Treasurer's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Presented Report only.				
				\$550,000 in transit.				

Juanita Barrera, County HR Director

21. HR Monthly Report: October 31, 2017 through October 27, 2017.

A. Gustavo Flores, Commissioner Pct. 4, requesting that Matthew Weingardt, County Auditor start issuing checks to Paul Escobedo, Driver. With an annual salary of \$21,450.00 effective October 19, 2017. Mr. Escobedo is replacing Martin Rodriguez who was promoted.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-497	O	F		Motion to table.		W, O, N, F, EVV		

B. Graciela Monday, Librarian, requesting that Matthew Weingardt, County Auditor start issuing checks to Monica Suarez, PT Librarian with an hourly rate of \$7.25 effective October 23, 2017. Ms. Suarez is replacing Maleny Briones who resigned.

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

Matthew Weingardt, County Auditor

22. Discussion and possible action regarding the following items:

A. Approval of Inter-Local Agreement with Regional Public Defender's Office and authorizing the the judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-498	N	F		Motion to approve and authorize judge to sign.		W, O, N, F, EVV		

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

B. Progress report from outside auditing firm regarding funds in District Attorney's accounts.

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

Ana Markowski Smith, County Attorney

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

- 23. 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.
- 24. 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: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____
OTHER _____ BEGAN @ 9:48 AM _____ ENDED @ _____ AM _____ BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: none _____

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

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.

25. Approve subdivision plats.

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

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26. Approve Certificates of Compliance.

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

27. Approve monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-499	N	F		Motion to approve		O, N, F, EVV		
				Sheriff's report				

28. Approve bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
17-500	N	F		Motion to approve.		O, N, F, EVV		

29. County Judge's comments. None.

30. Adjourn 11:05 AM

The foregoing, recorded in Volume 50, pages 1-105, inclusive, was on this the 27TH day of December A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,



Efrain Valdez, County Judge

Val Verde County, Texas

ATTEST:



GENEROSA GRACIA-RAMON

COUNTY CLERK



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

County of Val Verde



Efrain V. Valdez
County Judge

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

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

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT
NOVEMBER 1, 2017 REGULAR TERM

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

November 1, 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. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submitting the name of Ashley A. Lopez to fill vacancy on the Val Verde County Child Welfare.

7. Charlene Heydinger, Executive Director for Keeping PACE in Texas. Presentation regarding a Val Verde County PACE program under the Texas Property Assessed Clean Energy (PACE) Act and possible action to consider a resolution of intent to establish a Val Verde County PACE program.

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P.O. Box 4250 • Del Rio, TX 78841

Rogelio R. Musquiz Jr., County Purchasing Agent

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P.O. Box 4250 • Del Rio, TX 78841

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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.

25. Approve subdivision plats.
26. Approve Certificates of Compliance.
27. Approve monthly reports from elected officials.
28. Approve bills for payment.
29. County Judge's comments.
30. Adjourn.

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 27th day OCTOBER, 2017, at 4:50 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

Our next Regular Commissioners Court Meeting will be November 15, 2017, @ 9:00 a.m.;
Agenda Items are due Thursday, November 9, 2017 @ 12: 00 noon.


Efrain Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
October 27, 2017: AT 4:50 PM**

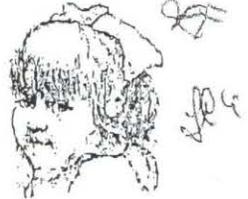
FILED
2017 OCT 27 PM 4:50
GERALD A. GRACIA-RAMON
VAL VERDE COUNTY CLERK
BY:  DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

#6

APPLICATION FOR CHILD WELFARE BOARD
VAL VERDE COUNTY CHILD WELFARE BOARD

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



Date: 09/13/17

Name: [Redacted] [Redacted] [Redacted] Date of Birth: [Redacted]
Last First M.I.

Business Phone: [Redacted] Home Phone: [Redacted] Cell Phone: [Redacted]

E-mail address: [Redacted]

Address: [Redacted] City: Del Rio State: TX Zip: 78840

Are you currently employed? Yes Full Part-Time full

Where? DRNH Occupation: Advertising Director How Long? 2 yrs

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

Will you sell Raffle tickets? Yes or No _____

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

currently
work for the Del Rio News Herald. Active member
at Sacred Heart Church. willing to help organization
grow.

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

Worked at daycare, bilingual - english & spanish.

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

Yes No _____

Reason for Volunteering: Im excited to give @ my
time back to the community and Im happy
to give back to children!

#10

CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

VAL VERDE COUNTY
CHILD WELFARE BOARD

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

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

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

~~Handwritten signature~~

(Signature of Volunteer)

09/13/17

(Date)

#1

TX-PACE FOR THE PUBLIC SECTOR



TEXAS PACE
AUTHORITY

WHAT IS THE TEXAS PACE PROGRAM?

Texas Property Assessed Clean Energy (TX-PACE) is a voluntary program that creates jobs, improves the environment, and saves Texas companies money on their utility bills. Local governments across the state are taking advantage of the Texas PACE statute and establishing programs to further provide quality and valuable services to their constituencies, stakeholders, and taxpayers. Local TX-PACE programs have already enabled over \$30 million of new private investment in local building stock in urban and rural Texas in just two years.

The Texas PACE Act, Chapter 399 of the Local Government Code, is a local adoption model. The Texas "PACE in a Box" model was created by over 130 PACE stakeholders to facilitate a consistent, user-friendly approach to TX-PACE design and implementation. The model has been unanimously adopted by every local government establishing a TX-PACE program in Texas.

The model plug and play program contains consumer protection underwriting and technical best practices and model documents. "PACE in a Box" has minimal impact on government staff, adds no additional cost to the general taxpayer or burden to the treasury, and is administered by a nonprofit that does not compete with the private sector. Texas PACE Authority administers the uniform "PACE in a Box" model as a public service on behalf of local governments and is funded through user fees and grants.

This successful "PACE in a Box" model is market-based and flexible, providing the lowest possible administrative cost and highest level of consumer protection, allowing owners to do business with the parties of their choosing.

HOW DOES TX-PACE WORK?

TX-PACE facilitates the use of private capital to finance water conservation, energy efficiency, resiliency, and distributed generation projects to eligible commercial, industrial, agricultural, nonprofit, and multifamily properties. Owners choose a private sector capital provider and request that the local government place a voluntary senior lien on the property for the total cost of the project. The owner agrees to pay the TX-PACE assessment until it is paid in full, similar to that of a sidewalk or sewer assessment.

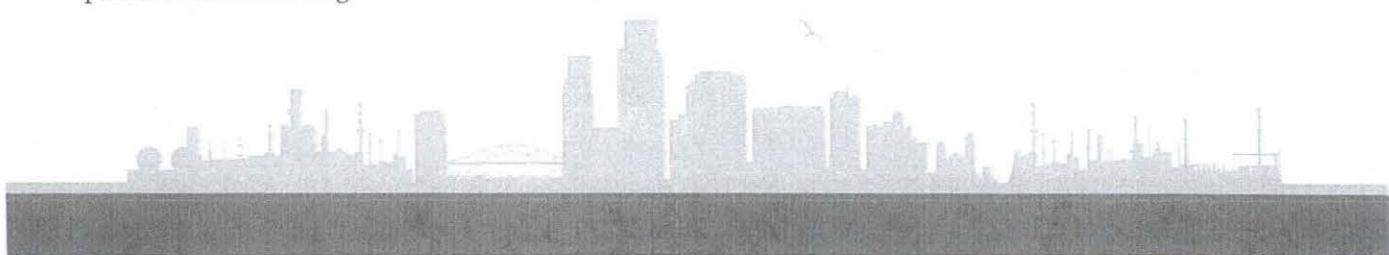
Property owners can lower operating costs and use the savings to pay for eligible projects. Since the assessment is tied to the property and transfers upon sale, TX-PACE makes it easier for owners to invest in facility upgrades and modernization, with little or no upfront capital. The widespread benefits impact the property owner, tenants, environment, and community, resulting in lower operating costs, more local jobs, and a concerted effort to conserve energy and water.

How It Works

A Building Owner:



If the owner, building, and project all meet PACE requirements:



WHAT ARE THE BENEFITS OF PACE?

Local Government Benefits:

Workforce and economic development · No local government obligation · Minimal staff support · Improve building stock · Business retention and expansion · Better air quality · Water and energy conservation

Property Owner Benefits:

Cash flow positive projects · 100% financing · Automatic transfer upon sale · Long-term financing (up to 20 years or more) · Lower energy and water costs · No personal guarantees · Competitive rates and terms · Owner retains all tax incentives · Increase property value · Preserve capital for core business · Healthier and more comfortable facilities · Reduce environmental impacts

Service Provider Benefits:

Increase local hiring · Accelerate project timelines · New market penetration · Best practices · Technology advancement improvements

Capital Provider Benefits:

Steady and stable process · Fully collateralized · Tax assessment lien position · Improve asset value · Mortgage-holder consent · Enhance customer finance position

WHERE IN TEXAS IS TX-PACE?

Counties:

Brazos	Hays	Nueces
Cameron	Hidalgo	Travis
El Paso	Jefferson	Willacy
Fort Bend	Navarro	Williamson

Cities:

Amarillo Dallas Houston

...and more on the way!

WHAT PROPERTY TYPES AND IMPROVEMENTS ARE ELIGIBLE?

Eligible Property Types:

- Commercial
- Industrial/Manufacturing
- Multifamily housing (5+ units)
- Hospitality
- Agricultural
- Nonprofit

Eligible Improvements:

Chillers, boilers, and furnaces · HVAC, BMS, BAS, EMS controls · Lighting · Water heating systems · Energy management systems and controls · Roofing · Windows · Doors · Insulation · Elevator modernization · Pool equipment · Cogeneration or combined heat and power · Heat recovery and steam traps · Solar panels · Wind turbines · Water management systems and controls · Irrigation equipment · Rainwater collection systems · Toilets · Faucets · Greywater systems... and more!

PICK UP THE TX-PACE IN YOUR REGION!

TX-PACE programs are being launched all over the state and are currently available in more than a dozen regions. TX-PACE can help you create jobs, promote economic development, and protect the environment.

Contact Texas PACE Authority to learn how to develop a TX-PACE program for your community.



TEXAS PACE
AUTHORITY

admin@texaspaceauthority.org
855-738-PACE (7223)
www.TexasPACEAuthority.org

Texas PACE Authority administers the uniform "PACE in a Box" model as a public service on behalf of local governments and is funded through user fees and grants.

#1

VAL VERDE COUNTY COMMISSIONERS COURT RESOLUTION OF INTENT
TO ESTABLISH A COUNTY PACE PROGRAM

STATE OF TEXAS §
 §
VAL VERDE COUNTY §

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in Val Verde County will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the Commissioners Court finds that financing energy and water conserving projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the Commissioners Court, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the County's jurisdiction as a region within which a designated County authorized representative and the record owners of qualified real property may enter into PACE financing arrangements:

THEREFORE, be it resolved by the Commissioners Court of Val Verde County, Texas that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. Val Verde County hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. Val Verde County intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called Val Verde County Property Assessed Clean Energy Program ("Val Verde County PACE").
4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices

on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within Val Verde County's jurisdiction are the boundaries of the region where PACE financing and assessments can occur.
6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with Val Verde County's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that Val Verde County will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Val Verde County will not, at this time, provide financing of any sort for the PACE program.
7. Val Verde County will contract with a qualified non-profit organization to be the independent third-party Authorized Representative.
8. Val Verde County will consult with the County Tax Assessor/Collector for the County of Val Verde.
9. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of the County and in the office of the County at 400 Pecan St., Del Rio, TX 78840, and is incorporated in this resolution and made a part hereof for all purposes.
10. The County Commissioners Court will hold a public hearing on the proposed PACE program and report on [date] at _____m. in the County Commissioners Courtroom, Old County Court At-Law Building, 270B E. Losoya Street, Del Rio, Texas.

Adopted this _____ day of _____, 201_.

Honorable Efrain Valdez, County Judge

Martin Wardlaw
Commissioner, Precinct 1

Lewis Owens
Commissioner, Precinct 2

COPY

Robert Beau Nettleton
Commissioner, Precinct 3

Gustavo "Gus" Flores
Commissioner, Precinct 4

COPY

#7

**REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009
FOR PROPOSED VAL VERDE COUNTY
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**

This Report is adopted by the County Commissioners Court for the Val Verde County Property Assessed Clean Energy (PACE) Program (**the “program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

Val Verde County and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, Val Verde County is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The 2015 legislative session streamlined the process.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The annual utility cost savings derived from improvements financed with PACE loans are expected to exceed the amount of the annual assessment payments. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers which often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The Val Verde County PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the County PACE region may participate in PACE

financing. “*Eligible Properties*” include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential¹, and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. “*Qualified Improvements*” are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

¹ This encompasses single family residential and any multi-family properties less than five units.

4. Benefits of PACE to the County

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the County to meet its water conservation goals

Finally, there are multiple regulatory schemes promulgated and regulated by EPA that will have significant impacts on air quality in Texas. For example, the recent adjustment in the NAAQS to a lower standard increased the difficulty for the County to maintain its attainment status. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding. Through the reduction in energy consumption, as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE program requires minimal support from the County. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the County's general fund.

The 84th Texas Legislature added a provision that explicitly shields County and its employees members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.²

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of

² TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the County to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). Val Verde County may delegate administration of the PACE program to a qualified, non-profit organization that can administer the program at no cost to the County.

The Authorized Representative will be funded by transaction fees paid by the parties, charitable grants or other sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the County. Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The County will follow best practices of other PACE programs by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business
- Small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and
 - Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years’ experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and

- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the County or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the County limits.
- Form Contract With Owner. A form contract between County and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- Form Contract with Lender. A form contract between County and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the County with the county Clerk is attached to this Report as Exhibit 4.

- Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;³ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or

³ TX. Local Gov't Code §399.002(5).

interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁴

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁵

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes Val Verde County to delegate administration of the PACE program to a third-party "representative." Val Verde County may delegate all official administrative responsibilities, like the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the County Judge or his designee.
- f. Plans for Insuring Sufficient Capital⁶. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- g. No Use of Bonds or Public Funds. Val Verde County does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- h. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit a third-party review showing the water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.
- i. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the

⁴ TX. Local Gov't Code §399.002(3).

⁵ TX. Local Gov't Code §399.004.

⁶ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

program. Each application must be accompanied by the required application fee and must include:

- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
- (2) A description of the specific real property to which the qualified improvements will be permanently fixed, and
- (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third party, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

j. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁷ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

⁷ TX. Local Gov't Code §399.009(b).

- k. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.⁸
- l. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:
- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Eligible Lender will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Val Verde County, depending on where the Eligible Property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- m. Collection of Assessments. The execution of the written contract between the Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.⁹

⁸ TX. Local Gov't Code §399.010.

⁹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- n. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹⁰ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.
- o. Marketing and Education Services. Val Verde County may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- p. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification

¹⁰ TX. Local Gov't Code §399.011.

procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

- q. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:
- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, and
 - (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the County to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the County to offset the cost of collection.

If the County files suit to enforce collection, the County may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the County will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit

to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1
MAP OF CITY/COUNTY PACE REGION

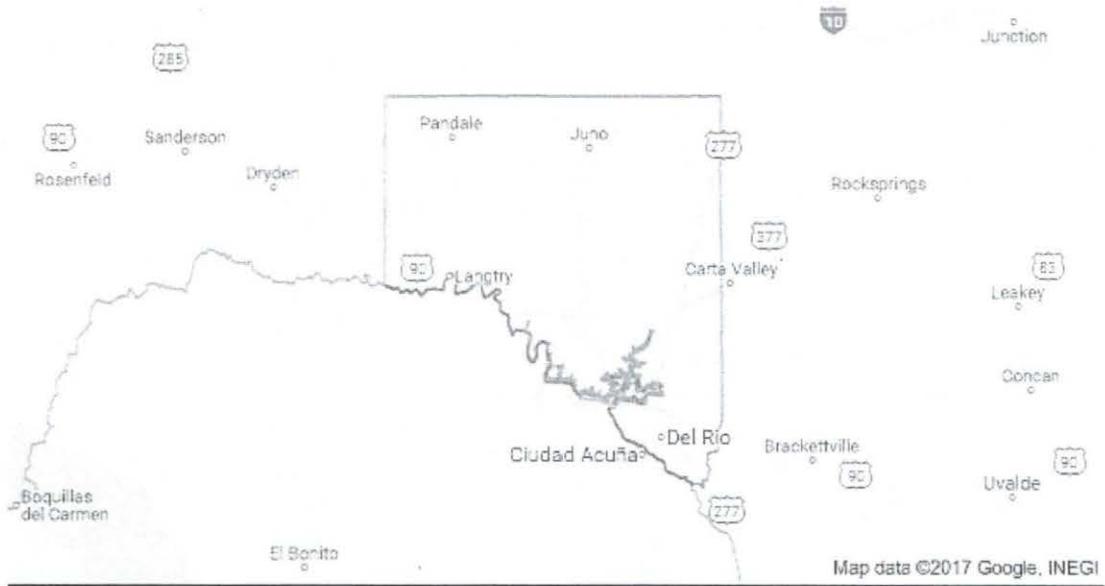


EXHIBIT 2
FORM OWNER CONTRACT

COPY

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT (“**Owner Contract**”) is made as of the _____ day of _____, _____, by and between the _____ of _____, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the Commissioners Court (the “**PACE Program**”), and has designated _____ (“**Authorized Representative**”) as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the County of Val Verde jurisdiction as a region (“**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

Property Owner is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____ (the “**Property**”).

Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of Val Verde, Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property,

Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the amount of \$_____, as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to the Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government agrees to send an annual notice of assessment to the Property Owner with the

annual property tax notice each year there is a PACE lien balance. This notification can be listed on said tax notice or as a separate notification.

Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents (“**Installments**”). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit C hereto. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government’s rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Owner Contract. Thereafter, the Authorized Representative will record the release.

Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the financing secured by the Assessment, provided all of the following conditions are met:

The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender’s obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments that does not meet all of these conditions is void.

Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

Delinquent Installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar

month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

The Assessment, together with any penalties and interest thereon,

is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Val Verde County as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the

improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Val Verde County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

Counterparts. This Owner Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Construction Terms. If the Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

COPY _____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

VAL VERDE COUNTY, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____
Title: _____
Address: _____

ACKNOWLEDGEMENT

COPY

STATE OF TEXAS §
COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

EXHIBIT D

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

COPY

THIS PROPERTY ASSESSED CLEAN ENERGY ("PACE") LENDER CONTRACT (the "**Lender Contract**") is made as of the _____ day of _____, _____, by and between the County of Val Verde, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

Local Government has established a program under the PACE Act pursuant to a resolution dated resolution, adopted by the Commissioners Court (the "**PACE Program**"), and has designated _____ ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the County of Val Verde, Texas jurisdiction as a region ("**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

Pursuant to Application number _____, _____ ("**Property Owner**") has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice

Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of Val Verde County, Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached to the Owner Contract as Exhibit A, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

Financing for the Project (the “**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described or listed on Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

Maintenance and Enforcement of Assessment. Lender agrees to provide the Financing for the Project in the total amount of \$_____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest, any prepayment premium, additional penalties and interest imposed by the Lender under the Financing Documents according to the Financing Documents, and any statutory penalties, interest, attorney’s fees, or costs accrued in the event of default are paid in full. Local Government will not release the Assessment until which time Lender notifies Local Government that all amounts owing have been paid in full. Local Government shall not sell, assign or transfer the Assessment or the assessment lien against the Property to any third party without the prior written consent of the Lender. Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the assessment and no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

Installments. The Assessment, including the amount financed and contractual interest, is due and payable to Lender in installments as set forth in the Notice of Contractual Assessment Lien and Financing Documents (“**Installments**”). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a

recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. Notwithstanding the foregoing, in event of default by Property Owner resulting in an Installments payment delinquency, Lender will, upon notice to Program Administrator, stay any amounts due to Program Administrator until such default has been cured and payments are received from Property Owner. Lender agrees that any stay in payments due to Program Administrator shall not reduce the total payments due to Program Administrator under the Financing Documents. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the Assessment, provided all of the following conditions are met:

The assignment or transfer is made to a qualified lender, which may be one of the following:

Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

Any insurance company authorized to conduct business in one or more states;

Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

Any publicly traded entity; or

Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

A financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender's obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under this Lender Contract accruing after the date of the assignment and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments of the Assessment that does not meet all of these conditions is void.

Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

Delinquent Installments of the Assessment incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment also accrues interest at the rate of 1% for each month or portion of a month the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

The Assessment, together with any penalties and interest thereon,

is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Val Verde County, Texas, as provided by Section 399.014 of the PACE Act, until the Assessment and any penalties and interest are paid; and

such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

Servicing and Enforcement of Assessment.

Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Local Government agrees to send an annual notice of assessment to the Property Owner with the annual property tax notice each year there is a PACE lien balance. This notification can be listed on said tax notice or as a separate notification.

Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

Default and Enforcement. In the event of a default in payment of any installment of the Assessment as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify the Authorized Representative who will certify to the Local Government in writing of a default by the Property Owner, and upon receipt of such certification and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov't Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest and prepayment premiums, if any, provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and the Owner Contract. Thereafter, the Authorized Representative will record the Release.

Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local

Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

Binding Effect. This Lender Contract is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

Notices. All notices and other communications required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Lender Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Counterparts. This Lender Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

Construction Terms. If this Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

EXHIBIT A
OWNER CONTRACT

PACE OWNER CONTRACT

COPY

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT (“Owner Contract”) is made as of the _____ day of _____, _____, by and between the _____ of _____, Texas (“Local Government”), and _____ (“Property Owner”).

RECITALS

The Property Assessed Clean Energy Act (“PACE Act”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the Commissioners Court (the “PACE Program”), and has designated _____ (“Authorized Representative”) as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the County of Val Verde jurisdiction as a region (“Region”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

Property Owner is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____ (the “Property”).

Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “Qualified Improvements”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “Project”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “Assessment”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of Val Verde, Texas (the “Notice of Contractual Assessment Lien”), a copy of which is attached hereto as Exhibit A

and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the amount of \$ _____, as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to the Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government agrees to send an annual notice of assessment to the Property Owner with the

annual property tax notice each year there is a PACE lien balance. This notification can be listed on said tax notice or as a separate notification.

Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents (“**Installments**”). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit C hereto. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government’s rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Owner Contract. Thereafter, the Authorized Representative will record the release.

Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the financing secured by the Assessment, provided all of the following conditions are met:

The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender’s obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments that does not meet all of these conditions is void.

Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

Delinquent Installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar

month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

The Assessment, together with any penalties and interest thereon,

is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Val Verde County as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the

improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Val Verde County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

Counterparts. This Owner Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

Construction Terms. If the Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

COPY

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

VAL VERDE COUNTY, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____
Title: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____, Texas.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

SIGNATURE PAGE TO
PACE OWNER CONTRACT [2 OF 2]

COPY

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

EXHIBIT D

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

EXHIBIT C

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
 §
COUNTY OF VAL VERDE §

COPY

RECITALS

The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

Val Verde County (“**Local Government**”) has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the Commissioners Court (the “**PACE Program**”), and has designated _____ (“**Authorized Representative**”) as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the County of Val Verde jurisdiction as a region (“**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

_____ (“**Property Owner**”) is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Qualified Project**”). Property Owner has entered into a written contract (the “**Owner**

Contract") with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the "**Lender Contract**"). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ _____, as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") is herein referred to as the "**Assessment**".

Pursuant to Section 399.014 of the PACE Act,

The Assessment, including interest and any penalties, costs, or fees accrued thereon,

- (i) is a first and prior lien on the Property from the date that this Notice of Contractual Assessment Lien is recorded in the Official Public Records of Val Verde, Texas, until such Assessment, interest, penalties, costs, and fees are paid in full; and
- (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

After this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a Qualified Improvement or the project is not a Qualified Project..

EXECUTED on _____, _____.

LOCAL GOVERNMENT:
Val Verde County, Texas

COPY

By:

Name: _____

Title: _____

AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
QUALIFIED IMPROVEMENTS

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to- _____

COPY



TxCDBG Request for Payment

#10
A203

Grant Recipient: Val Verde County

Contract No: 7215499

Request #: Draw 7

Activity Number	Current Budget	This Request	Total Drawn	Balance	% Remaining
Match 03J	\$ 11,500.00	\$ (12,899.95)	\$ (12,899.95)	-\$1,399.95	-12.17%
Construction 03J	\$ 159,684.00	\$ (63,698.15)	\$ (159,684.00)	\$0.00	0.00%
Engineering 03J	\$ 45,000.00	\$ -	\$ (39,362.50)	\$5,637.50	12.53%
Admin 21A	\$ 24,000.00	\$ -	\$ (15,600.00)	\$8,400.00	35.00%
Totals:	\$ 228,684.00	\$ (63,698.15)	\$ (214,646.50)	\$14,037.50	

Progress Report	Actual Date	Exhibit C Date	Revised Date	Month Diff.
Contract Start Date:		10/15/2015		
All Professional Services Contracts Awarded:	11/10/2015	12/15/2015		-1.2
4-month Conference Call:	1/21/2016	2/15/2016		-0.8
Plans and Specs Completed/Approved by Locality:	4/21/2016	4/15/2016		0.2
Environmental Review Submitted:	3/21/2016	4/15/2016		-0.8
All pre-construction Special Conditions cleared:	3/29/2016	6/15/2016		-2.6
Construction Start:	6/16/2016	7/15/2016		-1.0
50% of TxCDBG funds obligated:	6/3/2016	7/15/2016		-1.4
Construction 50% Complete:	7/5/2016	12/15/2016		-5.4
Construction 75% Complete:	8/3/2016	3/15/2017		-7.5
Construction 90% Complete:	10/6/2017	5/15/2017		4.8
Construction & Final Inspection Completed:	10/13/2017	6/15/2017		4.0
End Date:	10/14/2017	10/13/2017		0.0
Project Completion Report Submitted:		12/12/2017		

Remarks / Comments:

Period Covered:	2/15/2017	to	10/13/2017	If outside contract period, select:
-----------------	-----------	----	------------	-------------------------------------

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		
Name of 1st Authorized Signatory	Title	Signature of Authorized Official	Date
Matthew Weingardt	County Auditor		
Name of 2nd Authorized Signatory	Title	Signature of Authorized Official	Date

Val Verde County TxCDBG 7215499 Draw #7

FM 2523 Waterliine Project	Grant Funds	Match-In Kind	Match Cash	Totals
HD Supply Material Contract with Change Order #1	\$ 58,795.50	\$ -	\$ -	\$ 58,795.50
DKM Used Pipe Steel Casing	\$ 2,925.00	\$ -	\$ -	\$ 2,925.00
Reyes & Sons Sand Bedding Material	\$ 1,977.65	\$ -	\$ 1,022.35	\$ 3,000.00
Construction Personnel County Forces		\$ 11,877.60		\$ 11,877.60
Totals for Draw #7 to TDA	\$ 63,698.15	\$ 11,877.60	\$ 1,022.35	\$ 76,598.10



T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.2016

512.454.2434

www.TrC.com

October 20, 2017

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

RE: 2015 Water Main Improvements
(Pipeline Materials Supply Only)
TxCDBG Contract No. 7215499
Pay Application No. 1 and Final

Dear Judge Valdez:

Enclosed for consideration by Val Verde County is the 1st and final partial pay estimate for HD Supply Waterworks, Ltd. Please see the following table for a summary of the contract and payment amounts.

Current Contract Amount	Amount this Estimate	Previous Payments	Amount Remaining
\$58,795.50	\$58,795.50	\$0.00	\$0.00

It is recommended that payment be made in the amount of \$58,795.50 at the County's earliest convenience. Please sign and return one copy to this office and one to HD Supply Waterworks, Ltd. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

S. Jared Niermann, P.E.
Project Manager

OK
CNE
10/24/17

Enclosures

HD Supply Waterworks, Ltd.

7620 Grissom Road
San Antonio, Texas 78251
Phone: (210) 657-1632 Fax: (210) 657-2321

APPLICATION AND CERTIFICATE FOR PAYMENT
2015 TxCDBG Water Improvements Project
Del Rio, Texas
TXCDBG CONTRACT NO. 7215499

ENGINEER:
TRC Engineers, Inc.
505 East Huntland Dr. Ste. 250
Austin, Texas 78752

OWNER:
Val Verde County
400 Pecan Street, 3rd Floor
Del Rio, Texas 78840

APPLICATION NO: 1

APPLICATION DATE: September 15, 2017

Contract Time:

Date of Contract Award	04/10/17
Projected Contract Substantial Completion Date	11/15/17
Notice to Proceed	08/17/17
Contract Days and Approved Time Extensions	90
Contract Days to Date	29
Percent of Time Used to Date	32%
Percent of Work Completed to Date	100%

Contract Cost:

Original Contract Amount	\$69,562.91
Net Change Orders	(\$10,767.41)
Current Contract Amount	\$58,795.50
Work Completed to Date	\$58,795.50
Materials on Hand	\$0.00
Less Amount Retained (0%)	\$0.00
Less Previous Payment to Contractor	\$0.00
AMOUNT DUE THIS PAYMENT	\$58,795.50

✓
OK
CAE
10/24/17

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: HD Supply Waterworks, Ltd.

By: [Signature]

Date: 10/20/2017

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: 10/20/17

OWNER: Val Verde County

By: _____

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

2015 TXCDBG Water Improvements Project
TXCDBG CONTRACT NO. 7215493

APPLICATION DATE: September 15, 2017
APPLICATION NO: 1

ITEM	QTY	UNIT	CONT UNIT PRICE	TOTAL CONT. TO DATE	QTY THIS ESTIMATE	WK. DONE THIS ESTIMATE	QTY PREVIOUS ESTIMATE	WK. DONE PREVIOUS ESTIMATE	WK. DONE TO DATE	WK. DONE TO DATE	% COM- PLETE
P.1 12" DR 18 C-900 PVC Water Main	1,700	LF	\$17.11	\$29,087.00	1,700	\$29,087.00	0	\$0.00	1,700	\$29,087.00	100%
P.2 6" DR 18 C-900 PVC Water Main	260	LF	\$4.66	\$1,304.80	260	\$1,304.80	0	\$0.00	260	\$1,304.80	100%
P.3 1" Sch. 80 PVC Water Main	40	LF	\$1.22	\$48.80	40	\$48.80	0	\$0.00	40	\$48.80	100%
P.4 12" AWWA C-515 Resilient Seat Gate Valve	2	EA	\$2,022.65	\$4,045.30	2	\$4,045.30	0	\$0.00	2	\$4,045.30	100%
P.5 6" AWWA C-515 Resilient Seat Gate Valve	1	EA	\$815.40	\$815.40	1	\$815.40	0	\$0.00	1	\$815.40	100%
P.6 12" AWWA C-110 11.25 Degree Bend Fittings	1	EA	\$549.10	\$549.10	1	\$649.10	0	\$0.00	1	\$549.10	100%
P.7 6" AWWA C-110 11.25 Degree Bend Fittings	0	EA	\$199.70	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100%
P.8 12" x 6" AWWA C-110 Reducing Tee Fittings	6	EA	\$731.40	\$4,388.40	6	\$4,388.40	0	\$0.00	6	\$4,388.40	100%
P.9 12" AWWA C-110 Plug Fittings	1	EA	\$180.34	\$180.34	1	\$180.34	0	\$0.00	1	\$180.34	100%
P.10 6" AWWA C-110 Plug Fittings	1	EA	\$85.95	\$85.95	1	\$85.95	0	\$0.00	1	\$85.95	100%
P.11 Flush Valve Assembly	1	EA	\$1,432.44	\$1,432.44	1	\$1,432.44	0	\$0.00	1	\$1,432.44	100%
P.12 Inductive Tracer Detection Wire	2,820	LF	\$0.13	\$366.60	2,820	\$366.60	0	\$0.00	2,820	\$366.60	100%
P.13 3/4" Water Meter/Neptune/Pre-approved Equal	6	EA	\$125.28	\$751.68	6	\$751.68	0	\$0.00	6	\$751.68	100%
P.14 3/4" SDR-9 Polyethylene Tubing Service Line	1,945	LF	\$0.26	\$505.70	1,945	\$505.70	0	\$0.00	1,945	\$505.70	100%
P.15 1" Tapping Saddle	1	EA	\$194.94	\$194.94	1	\$194.94	0	\$0.00	1	\$194.94	100%
P.16 3/4" Tapping Saddle	6	EA	\$184.94	\$1,109.64	6	\$1,109.64	0	\$0.00	6	\$1,109.64	100%
P.17 3/4" Corporation Stop Compression/Mueller/lor Equal	6	EA	\$47.89	\$287.34	6	\$287.34	0	\$0.00	6	\$287.34	100%
P.18 Silt Fence	500	LF	\$1.40	\$700.00	500	\$700.00	0	\$0.00	500	\$700.00	100%
P.A.1 Fire Hydrant Assemblies	2	EA	\$3,336.73	\$6,673.46	2	\$6,673.46	0	\$0.00	2	\$6,673.46	100%
P.A.2 Meg-A-Lug Glands And Gaskets	24	EA	\$52.25	\$1,254.00	24	\$1,254.00	0	\$0.00	24	\$1,254.00	100%
P.A.3 3/4" Backflow Preventer	6	EA	\$254.20	\$1,525.20	6	\$1,525.20	0	\$0.00	6	\$1,525.20	100%
CO.1 12"x20" Casing Spacers	17	EA	\$86.24	\$1,466.08	17	\$1,466.08	0	\$0.00	17	\$1,466.08	100%
CO.2 Joint Restraints for 12" PVC Pipe	5	EA	\$130.18	\$650.90	5	\$650.90	0	\$0.00	5	\$650.90	100%
CO.3 Casing End Seals	4	EA	\$89.32	\$357.28	4	\$357.28	0	\$0.00	4	\$357.28	100%
CO.4 12"x6" MJ DI Wye	1	EA	\$654.50	\$654.50	1	\$654.50	0	\$0.00	1	\$654.50	100%
CO.5 6" MJ 45 Degree DI Bend	2	EA	\$102.00	\$204.00	2	\$204.00	0	\$0.00	2	\$204.00	100%
CO.6 6" MJ 22.5 DI Bend	1	EA	\$92.65	\$92.65	1	\$92.65	0	\$0.00	1	\$92.65	100%
				\$58,795.50		\$58,795.50		\$0.00		\$58,795.50	100%

DKM ENTERPRISES LLC
 PO BOX 48
 UVALDE, TEXAS 78802

Date	Invoice #
6/21/2017	9648

Bill To
VAL VERDE COUNTY 400 PECAN STREET 1ST FLOOR DEL RIO, TX 78840

P.O. / REL. #	TALLY #	DKM #	F.O.B.	Terms	Due Date
7215499 San Felipe	31328	7881	WACO	NOR	6/21/2017
QUANTITY	Description	FOOTAGE/EACH	PRICE FT/EA	Amount	
5 JTS	20".375W NEW STEEL PIPE	100	29.25	2,925.00	
<p>NEW LIMITED SERVICE / REJECT, NEW SURPLUS AND /OR USED MATERIALS ARE SOLD AS IS, WHERE IS ONLY AND ON A NON-CLAIM BASIS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED AND ALL WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, ESPECIALLY PRIME, ARE DISCLAIMED. ALL RESPONSIBILITY FOR IMPROPER USE WILL BE BORN BY BUYER.</p>					
Phone #	Salesman	Total		\$2,925.00	
830-278-7157		Payments/Credits		\$0.00	
		Balance Due		\$2,925.00	

OK
CR
 10/24/17



110

Date September 29, 2007
INVOICE # 250

via Verde County
P.O. #
PO #31738

Salesperson: Domingo Reyes
Job: Water line
Payment Terms: Due on receipt
Due Date: Upon receipt

Qty	Description	Unit Price	Line Total
24	loads of sand, 21 tons per load at \$125.00 each load	\$125.00 per load	\$3000.00

OCT - 3 2007

Subtotal: \$3000.00
Due: \$3000.00

Handwritten signature: BCGA 124

Thank you for your business!
Ryer & Sons, NCR 2 Box 659 Del Rio, TX 78840 Phone 830-703-6060



#11

October 16, 2017

The Honorable Efrain Valdez
Val Verde County Judge
400 Pecan Street
Del Rio, Texas 78840

RE: November 7, 2017 City Charter Amendment Election

On behalf of the City of Del Rio, please consider our request for the use of the Val Verde County Courthouse for the processing of election night results; the use of the County's election equipment (i.e., AutoMarks, M100, etc.) in order to conduct the City's November 7, 2017 City Charter Amendment Election.

A handwritten signature in black ink, appearing to read "Henry Arredondo".

Henry Arredondo
City Manager

The City of Del Rio • 109 West Broadway St. • Del Rio, Texas 78840
www.cityofdelrio.com

#12

AGREEMENT BETWEEN VAL VERDE COUNTY
AND CITY OF DEL RIO TO SHARE POLLING LOCATIONS
FOR THE NOVEMBER 7, 2017
CONSTITUTIONAL AMENDMENT ELECTION;
VAL VERDE COUNTY BOND ELECTION AND
CITY OF DEL RIO CHARTER AMENDMENT ELECTION

WHEREAS, Val Verde County and the City of Del Rio (entities referred to cumulatively as "Parties") will each hold elections on November 7, 2017 ("Elections"); and,

WHEREAS, Chapter 271 of the Texas Election Code permits the governing bodies of two or more political subdivisions holding elections on the same day in all or part of the same territory to enter agreements to share a polling location to allow election officials to conduct their respective elections within the same polling place; and,

WHEREAS, Texas Election Code Section 43.004 by the Texas Legislature now requires the Parties to utilize the same polling locations on November 7, 2017 which is a uniform Election Date; and,

WHEREAS, each of the Parties will conduct their respective Elections separately in all other respects.

NOW, THEREFORE, the Parties agree as follows:

Section 1. The Parties will share the polling locations for Precincts 10A, 10B, 11, 12, 21, 22A, 22B, 30A, 30B, 31, and 40 for the November 7, 2017 election of the Parties as authorized by Chapter 271 of the Texas Election Code to the extent that the Parties will share these election day polling locations. Each Party will have their individual ballot(s) and bear their respective costs. Election officials will conduct the election jointly for the entities.

Section 2. This agreement shall take effect upon the adoption by all Parties.

Executed on this _____ day of OCTOBER, 2017.

VAL VERDE COUNTY

BY: _____
Efrain Valdez, County Judge

CITY OF DEL RIO

BY: _____
Roberto Garza, Mayor

h1#

Bills to be presented in Court November 1, 2017 Presented by Purchasing Agent									
P.O. Voided									
P.O. Issue Date									
Vendor	Department	Invoice #	Amount	PO #	Invoice Date	Purchase Order Date			
G&K Services	Precinct 1	6051291533	\$ 29.26	52112	10/3/2017	10/17/2017			
G&K Services	Precinct 1	6051294443	\$ 29.26	52112	10/10/2017	10/17/2017			
G&K Services	Precinct 4	6051291541	\$ 43.57	52120	10/3/2017	10/17/2017			
G&K Services	Precinct 4	6051294451	\$ 43.57	52120	10/10/2017	10/17/2017			
Sam Houston State University	Sheriff	10/4/2017	\$ 30.00	52031	10/4/2017	10/11/2017			
Thomson Reuters	Justice of the Peace Pct 2	837018760	\$ 193.00	52162	10/4/2017	10/23/2017			
P.O. Overage									
Vendor	Department	Invoice #	Amount	PO #	Invoice Date	Overage Amount			
Texas First Rental	Precinct 1	1024818-0010	\$ 500.00	51500	9/13/2017	\$ 450.00			
No P.O.									
Vendor	Department	Invoice #	Amount		Invoice Date	No PO			
Card Service Center	Justice of the Peace Pct 1	1219-6	\$ 51.42		8/19/2017	No PO			
Card Service Center	Risk Management	0625-4	\$ 39.80		10/11/2017	No PO			



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

#16

Liability Renewal Questionnaire

Member: Val Verde County

Coverage Period: February 21, 2018 through February 21, 2019

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

The following coverage is eligible for renewal:

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

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

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

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

Pool Coordinator

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

Pool Coordinator: Roger Cerny

Email: roger_cerny@valverdecountry.org

Phone Number: (830) 774-7570

Fax Number: (830) 774-7642

Address: 400 Pecan St

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

Liability Renewal Questions

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

	Total	Airport	Hospital	
Full Time Employees:	236	0	0	Full Time = 35 or more hours per week
Part Time Employees:	10			Part Time = Less than 35 hours per week
Volunteers:	29			Volunteer = Actively serving

Auto Liability

Current Auto Liability Deductible: \$0

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

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

PERSONALLY OWNED VEHICLES

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

Vehicle Owner	Insurance Company	Policy Number	Phone Number
STEPHEN C. BERG	NAL. LIABILITY FIRE	739PA34329	830 775-2411
BARRY C. WEST	FARMERS INC	044878563	830 775-1835

Vehicle Schedule Verification

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

Auto Physical Damage

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

General Liability

Current General Liability Deductible: \$0

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

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

1. How many law enforcement watercrafts under 26 feet, do you own? NO

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

- a. U.A.S./ Drone Model _____
- b. Weight in lbs including all attachments _____
- c. Year _____
- d. Description of use N/A
- e. Operator Name _____
- f. Date of Receipt of FAA COA, copy will need to be submitted _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

3. Does your county own an airport? Yes No

If yes, who operates the airport? THE CITY OF DEL RIO

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

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

Public Officials Liability

Current Public Officials Liability Deductible: \$5,000

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

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

Law Enforcement Liability

Current Law Enforcement Liability Deductible: \$5,000

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

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Judge	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
Unmanned Aircraft		<input type="checkbox"/> Add				

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

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

- Val Verde County Attorney's Office
- Val Verde County Constable's Office
- Val Verde County Juvenile Probation Department
- Val Verde County Sheriff's Office

VAL VERDE COUNTY _____
EMPLOYEES OF THE _____
DISTRICT ATTORNEY'S _____
OFFICE _____

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

- a. U.A.S./ Drone Model _____
- b. Weight in lbs including all attachments _____
- c. Year _____
- d. Description of use _____
- e. Operator Name MA _____
- f. Date of Receipt of FAA COA- copy will need to be submitted _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

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

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

Actively Engaged		Juvenile		Other		Reserves	
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel		Include: probation officers, detention center guards, boot camp instructors		Include: dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel		Include: all reserve and auxiliary officers and employees	
Class A	Full Time: 53 Part Time: 5	Class B	Full Time: 6 Part Time: 6	Class C	Full Time: 24 Part Time: 1	Class D	Full Time: 0 Part Time: 10

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

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

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

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

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

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

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

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

If yes, who operates the Jail Facility? THE GEO GROUP INC.

If yes, who operates the Detention Facility? BSA/BSA JUDICIAL TUNNELS

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

General Liability

Professional Liability

Employment Practices Liability

Property (if the County owns the building)

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

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

Unreported Claims

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

If yes, please describe:

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

Acknowledgement and Acceptance

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

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

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

Signature of County Judge or presiding official of the Political Subdivision

Date

COPY

#18

THE STATE OF TEXAS

63RD/83RD JUDICIAL DISTRICT

ASSET FORFEITURE AGREEMENT

This agreement is entered into pursuant to the provisions of Chapter 59, Texas Code of Criminal Procedure, to provide for the recovery, forfeiture, disposition and management of contraband and other assets used in the commission of criminal acts within Val Verde County. This agreement is retroactive to January 1, 2017, and governs seizures which occur after January 1, 2017.

Parties

The parties to this Agreement are as follows: the District Attorney of the 63rd/83rd Judicial District of Texas, hereinafter referred to as "District Attorney;" and the Val Verde County Sheriff in Del Rio, Texas, hereinafter referred to individually as "Law Enforcement Agency."

DEFINITIONS

The terms used in this agreement shall have the same meaning as the identical term as it is defined in Article 59.01, Texas Code of Criminal Procedure.

Pre-trial Management of Contraband

(Current Money of the United States)

Current money of the Unites States may be immediately deposited into account at the Texas Community Bank, Del Rio, Texas, entitled "Forfeiture Account." The Forfeiture Account shall be an interest bearing account and withdrawal from such account shall be made only by the District Attorney. Interest accrued on U.S. Currency deposited in the Forfeiture Account, shall be accounted for as it relates to each separate sum of money placed in the account, and shall be distributed to the Law Enforcement Agency responsible for recovering the currency, in accordance with this agreement.

United States Currency that is to be used as an exhibit in a criminal trial shall be maintained in the form it had at the time it was recovered.

(Personal Property)

Personal Property recovered during the investigation of a criminal act shall be held in a secure

place by the Law Enforcement Agency that conducted the investigation and recovered property. An effort shall be made to preserve the integrity of the property until trial, and in no event shall such property be placed in service for a law enforcement purpose before the forfeiture action is completed or until the appellate review of the case is resolved.

(Motor Vehicles)

Motor vehicles recovered pursuant to a criminal investigation which are subject to forfeiture, are to be kept in a secure location until the forfeiture is completed. The officer requesting forfeiture shall provide the District Attorney with an affidavit revealing the ownership of the motor vehicle on the form attached hereto marked "Exhibit A" and by reference made a part hereof.

All other contraband, proceeds, or criminal instruments shall be safely kept pending final disposition of the forfeiture suit by the Law Enforcement Agency that recovered the item and in accordance with the provisions of Chapter 59, of the Texas Code of Criminal Procedure.

Notice of Seizure and Intention To Forfeit

The officer responsible for conducting the investigation shall present to the District Attorney within seventy-two (72) hours after seizure a seizure affidavit, description of the property seized, a recitation of the circumstances under which the property was seized, an identification of the location of the property, a statement of the legal action desired, and the suggested manner of disposition of the property upon forfeiture. Such notice shall be given on the form attached to this agreement, marked "SCHEDULE A" and by reference made a part hereof.

Upon receipt of a request for forfeiture the District Attorney shall prepare and file a suit for the forfeiture of the seized property within thirty (30) days of the date of seizure if the District Attorney believes such property is subject to forfeiture and forfeiture would promote the cause of justice. Court costs required for proper service of citation and notice upon the parties to the law suit shall be provided by the Law Enforcement Agency responsible for filing the forfeiture suit. Expenses other than the normal court costs are to be paid by the Law Enforcement Agency which notified the District Attorney of the action and requested the forfeiture lawsuit.

The District Attorney shall provide all legal representation, including legal advice given to the Law Enforcement Agencies, and shall draft the pleadings and see to it that all parties necessary to the lawsuit are properly named and notified of the forfeiture action.

Disposition of Forfeited Assets

In consideration of the service rendered for the Law Enforcement Agency, associated with and relating to the forfeiture of the said contraband, rendered to the Law Enforcement Agency by the Prosecuting Attorney, Law Enforcement Agency agrees that forty percent (40%) of all money forfeited and forty percent (40%) of the final sum received from the sale of real estate or other property, not otherwise disposed of by this Agreement, shall be retained by the Prosecuting Attorney to be used for the official purpose of his office. The said Prosecuting Attorney agrees that the Law Enforcement Agency shall retain sixty percent (60%) of all proceeds of real estate and property sales and money forfeited, pursuant to this statute, for use by the Law Enforcement Agency for official law enforcement purposes.

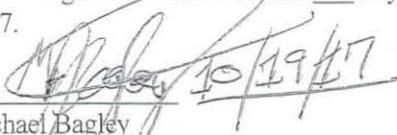
And, in all contested cases requiring litigation beyond filing the initial Notice of Seizure and general discovery procedures, then the Law Enforcement Agency agrees that forty percent (40%) of all money forfeited and forty percent (40%) of the final sum received from the sale of real estate or other property shall be retained by the Prosecuting Attorney to be used for the official purpose of his office. The said Prosecuting Attorney agrees that the Law Enforcement Agency shall be permitted to retain the remaining sixty percent (60%) of all proceeds of real estate and property sales and money forfeited, pursuant to this statute, for use by the Law Enforcement Agency for official law enforcement purposes.

If the contraband does not meet the threshold amounts established by Law Enforcement Agency, the Prosecuting Attorney will retain one hundred percent (100%) of all sums or property to be used for the official purpose of his office. The threshold amount for Val Verde County Sheriff's Office of real estate and property sales and money forfeited is Four Thousand Dollars (\$4000.00.) It is further specifically agreed by the parties that should special circumstances dictate that a different percentage than that set out in this Agreement be awarded to the Prosecuting Attorney, that this Agreement may be specifically modified by the consent of both parties, which said Agreement shall be reduced to writing on a case by case basis.

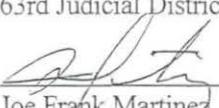
Accounting and Management of Assets

The District Attorney shall be responsible for seeing that the assets which are subject to forfeiture are properly accounted for and distributed. Once the Law Enforcement Agency entitled to receive the assets have received those assets, such Law Enforcement Agency shall account for the assets in accordance with Chapter 59, Texas Code of Criminal Procedure.

Agreed and Entered this ____ day of _____, 2017 but will be retroactive to January 1, 2017.



Michael Bagley
District Attorney
63rd Judicial District



Joe Frank Martinez
Val Verde County Sheriff
Del Rio, Texas

#20



TREASURER'S
PRELIMINARY REPORT

OCTOBER 2017



Val Verde County, TX

Detail Report Account Summary

Date Range: 10/01/2017 - 10/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
1111-1111-00-11020	Cash - Del Rio Bank & Trust Westexan	392,311.25	1,958,672.61	3,547,231.51	1,588,558.90	2,350,983.86
1111-1111-00-11030	Cash - Texpool	1,123.31	0.00	0.00	0.00	1,123.31
1111-1111-00-11040	Cash - General Fund Texpool 2	1,258.01	0.00	0.00	0.00	1,258.01
1111-1111-00-11060	Cash - Hot Tax	36,126.91	1,348.92	1,348.92	0.00	37,475.83
	Total Fund: 1111 - General Fund:	430,819.48	1,960,021.53	3,548,580.43	1,588,558.90	2,390,841.01
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	160,288.55	0.00	0.00	0.00	160,288.55
	Total Fund: 1133 - SL 179:	160,288.55	0.00	0.00	0.00	160,288.55
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	1,294,369.57	-467,168.76	0.00	467,168.76	827,200.81
	Total Fund: 1134 - Library Construction:	1,294,369.57	-467,168.76	0.00	467,168.76	827,200.81
Fund: 1166 - SF Pastures						
1166-1111-00-11150	Cash - San Felipe Pastures	43,632.89	-10,931.46	0.00	10,931.46	32,701.43
	Total Fund: 1166 - SF Pastures:	43,632.89	-10,931.46	0.00	10,931.46	32,701.43
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	57,241.75	0.00	0.00	0.00	57,241.75
	Total Fund: 1177 - Tax Note 2013:	57,241.75	0.00	0.00	0.00	57,241.75
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	1,433,949.40	-61,580.95	0.00	61,580.95	1,372,368.45
	Total Fund: 1178 - Tax Note 2016:	1,433,949.40	-61,580.95	0.00	61,580.95	1,372,368.45
Fund: 1222 - Balance Road & Bridge						
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	148,660.60	-85,610.17	96,524.01	182,134.18	63,050.43
1222-2222-00-11140	Cash - Road & Bridge Texpool	810.28	0.00	0.00	0.00	810.28
	Total Fund: 1222 - Balance Road & Bridge:	149,470.88	-85,610.17	96,524.01	182,134.18	63,860.71
Fund: 1333 - Interest & Sinking						
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,662.31	0.00	0.00	0.00	15,662.31
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	207,326.96	0.00	0.00	0.00	207,326.96
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	1,879,047.79	6,081.80	6,481.80	400.00	1,885,129.59
1333-3333-00-11090	Cash - Interest & Sinking Fund Texpool	4,176.70	0.00	0.00	0.00	4,176.70
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	622,717.48	0.00	0.00	0.00	622,717.48
	Total Fund: 1333 - Interest & Sinking:	2,728,931.24	6,081.80	6,481.80	400.00	2,735,013.04
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	262,113.70	40,925.85	860,188.00	819,262.15	303,039.55

Detail Report

Date Range: 10/01/2017 - 10/31/2017

Account

Fund: 1555 - Law Library

Name

Beginning Balance

Total Activity

Total Debits

Total Credits

Ending Balance

262,113.70

40,925.85

860,188.00

819,262.15

303,039.55

1,073.05

1,073.05

Total Fund: 1444 - Payroll Clearing County:

469.63

603.42

2,663.02

2,059.60

1,073.05

1,073.05

Total Fund: 1555 - Law Library:

469.63

603.42

2,663.02

2,059.60

1,073.05

1,073.05

1,073.05

Fund: 1666 - Special Revenue Fund

1666-1206-00-14000

Justice of the Peace #1 Tech Fund - Beg. Balance

0.00

8,780.77

0.00

8,780.77

-8,780.77

1666-1206-00-15000

Justice of the Peace #1 Tech Fund - Revenue

0.00

-179.96

0.00

179.96

-179.96

0.00

1666-1206-00-16000

Justice of the Peace #1 Tech Fund - Office Supplies

0.00

0.00

0.00

0.00

0.00

0.00

1666-1206-00-16200

Justice of the Peace #1 Tech Fund - Travel n Training

0.00

0.00

0.00

0.00

0.00

0.00

1666-1206-00-16400

Justice of the Peace #1 Tech Fund - Capital Outlay

0.00

0.00

0.00

0.00

0.00

0.00

1666-1206-00-16500

Justice of the Peace #1 Tech Fund - Other

0.00

0.00

0.00

0.00

0.00

0.00

1666-1207-00-14000

Justice of the Peace #2 Tech Fund - Beg. Balance

0.00

-7,660.65

0.00

7,660.65

-7,660.65

0.00

1666-1207-00-15000

Justice of the Peace #2 Tech Fund - Revenue

0.00

-229.02

0.00

229.02

-229.02

0.00

1666-1207-00-16000

Justice of the Peace #2 Tech Fund - Office Supplies

0.00

0.00

0.00

0.00

0.00

0.00

1666-1207-00-16400

Justice of the Peace #2 Tech Fund - Travel n Training

0.00

0.00

0.00

0.00

0.00

0.00

1666-1207-00-16500

Justice of the Peace #2 Tech Fund - Other

0.00

0.00

0.00

0.00

0.00

0.00

1666-1208-00-14000

Justice of the Peace #3 Tech Fund - Beg. Balance

0.00

-6,365.34

0.00

6,365.34

-6,365.34

0.00

1666-1208-00-15000

Justice of the Peace #3 Tech Fund - Revenue

0.00

-206.83

0.00

206.83

-206.83

0.00

1666-1208-00-16000

Justice of the Peace #3 Tech Fund - Office Supplies

0.00

0.00

0.00

0.00

0.00

0.00

1666-1208-00-16200

Justice of the Peace #3 Tech Fund - Travel n Training

0.00

0.00

0.00

0.00

0.00

0.00

1666-1208-00-16400

Justice of the Peace #3 Tech Fund - Capital Outlay

0.00

0.00

0.00

0.00

0.00

0.00

1666-1208-00-16500

Justice of the Peace #3 Tech Fund - Other

0.00

0.00

0.00

0.00

0.00

0.00

1666-1209-00-14000

Justice of the Peace #4 Tech Fund - Beg. Balance

0.00

-4,522.14

0.00

4,522.14

-4,522.14

0.00

1666-1209-00-15000

Justice of the Peace #4 Tech Fund - Revenue

0.00

-134.84

0.00

134.84

-134.84

0.00

1666-1209-00-16000

Justice of the Peace #4 Tech Fund - Office Supplies

0.00

0.00

0.00

0.00

0.00

0.00

1666-1209-00-16200

Justice of the Peace #4 Tech Fund - Travel n Training

0.00

0.00

0.00

0.00

0.00

0.00

1666-1209-00-16400

Justice of the Peace #4 Tech Fund - Capital Outlay

0.00

0.00

0.00

0.00

0.00

0.00

1666-1209-00-16500

Justice of the Peace #4 Tech Fund - Other

0.00

0.00

0.00

0.00

0.00

0.00

1666-1221-00-14001

Sheriff's Department LEOSE - Beginning Balance

0.00

-5,382.22

0.00

5,382.22

-5,382.22

0.00

1666-1221-00-14003

Sheriff's Department Reserve Account - Beg Balance

0.00

-646.97

0.00

646.97

-646.97

0.00

1666-1221-00-15000

Sheriff's Department Tower Lease - Revenue

0.00

0.00

0.00

0.00

0.00

0.00

1666-1221-00-15003

Sheriff's Department Tower Lease - Revenue

0.00

0.00

0.00

0.00

0.00

0.00

1666-1221-00-16003

Sheriff's Department Tower Lease - Repairs

0.00

0.00

0.00

0.00

0.00

0.00

1666-1221-00-16200

Sheriff's Department LEOSE - Travel n Training

0.00

-5,400.00

0.00

5,400.00

-5,400.00

0.00

1666-1221-00-16401

Sheriff's Department LEOSE - Other

0.00

0.00

0.00

0.00

0.00

0.00

1666-1235-00-14000

Sheriff's Department Reserve Account - Expense

0.00

-2,657.25

0.00

2,657.25

-2,657.25

0.00

Detail Report

Date Range: 10/01/2017 - 10/31/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>1666-1250-00-15000</u>	DA - Pretrial Diversion - Revenue	0.00	-1,500.00	0.00	1,500.00	-1,500.00
<u>1666-1250-00-16000</u>	DA - Pretrial Diversion - Expenses	0.00	0.00	0.00	0.00	0.00
<u>1666-1666-00-12000</u>	A/P - Val Verde County Special Revenue Fund	-2,697.29	3,347.29	3,347.29	0.00	650.00
<u>1666-1666-00-12500</u>	Cash - Special Revenue	41,213.99	4,303.36	7,650.65	3,347.29	45,517.35
<u>1666-1666-00-12700</u>	Special Revenue Fund	-38,516.70	38,516.70	38,516.70	0.00	0.00
<u>1666-1666-00-15000</u>	Interest	0.00	-1.36	0.00	1.36	-1.36
Fund: 2666 - Grants		0.00	0.00	49,514.64	49,514.64	0.00
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537706	-45,458.93	0.00	738.98	738.98	-45,458.93
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	134.99	0.00	0.00	0.00	134.99
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	38,875.78	0.00	0.00	0.00	38,875.78
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	6,123.88	0.00	0.00	0.00	6,123.88
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21280</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	0.01	910,000.02	1,647,089.54	737,089.52	910,000.03
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	698.95	-1,800.00	29,894.12	31,694.12	-1,101.05
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
Total Fund: 2666 - Grants:		374.68	908,200.02	1,677,722.64	769,522.62	908,574.70

Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1400-00-41000</u>	Cash - County Auditor Special Account	10,643.10	-228.18	182,654.00	182,882.18	10,414.92
Total Fund: 4121 - Val Verde County Auditors Special Account:		10,643.10	-228.18	182,654.00	182,882.18	10,414.92

Fund: 4145 - Security Fees						
<u>4145-1111-00-41080</u>	Cash - Security Fee	131,495.93	1,420.39	1,480.39	60.00	132,916.32
Total Fund: 4145 - Security Fees:		131,495.93	1,420.39	1,480.39	60.00	132,916.32
Grand Totals:		6,703,800.80	2,291,733.49	6,425,808.93	4,134,075.44	8,995,534.29

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	430,819.48	1,960,021.53	3,548,580.43	1,588,558.90	2,390,841.01
1133 - SL 179	160,288.55	0.00	0.00	0.00	160,288.55
1134 - Library Construction	1,294,369.57	-467,168.76	0.00	467,168.76	827,200.81
1166 - SF Pastures	43,632.89	-10,931.46	0.00	10,931.46	32,701.43
1177 - Tax Note 2013	57,241.75	0.00	0.00	0.00	57,241.75
1178 - Tax Note 2016	1,433,949.40	-61,580.95	0.00	61,580.95	1,372,368.45
1222 - Balance Road & Bridge	149,470.88	-85,610.17	96,524.01	182,134.18	63,860.71
1333 - Interest & Sinking	2,728,931.24	6,081.80	6,481.80	400.00	2,735,013.04
1444 - Payroll Clearing County	262,113.70	40,925.85	860,188.00	819,262.15	303,039.55
1555 - Law Library	469.63	603.42	2,663.02	2,059.60	1,073.05
1666 - Special Revenue Fund	0.00	0.00	49,514.64	49,514.64	0.00
2666 - Grants	374.68	908,200.02	1,677,722.64	769,522.62	908,574.70
4121 - Val Verde County Auditors Special	10,643.10	-228.18	182,654.00	182,882.18	10,414.92
4145 - Security Fees	131,495.93	1,420.39	1,480.39	60.00	132,916.32
Grand Total:	6,703,800.80	2,291,733.49	6,425,808.93	4,134,075.44	8,995,534.29



#21

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Efrain Valdez, County Judge
From: Juanita Barrera, HR Director
Date: October 27, 2017
Subject: **AGENDA ITEMS FOR NOVEMBER 2017**

Listed below are several personnel matters which need to be part of the upcoming November agenda for HR reporting period from October 13, 2017 through October 27, 2017.

- A. Gustavo Flores, Commissioner Pct. 4, requesting to have Matthew Weingardt, County Auditor start issuing checks to Paul Escobedo, Driver. With an annual salary of \$21,450.00 effective October 19, 2017. Mr. Escobedo is replacing Martin Rodriguez who was promoted.
- B. Graciela Monday, Librarian, requesting to have Matthew Weingardt, County Auditor start issuing checks to Monica Suarez, PT Librarian with an hourly rate of \$7.25 effective October 23, 2017. Ms. Suarez is replacing Maleny Briones who resigned.