COMMISSIONER'S COURT MINUTES
FEBRUARY 19 REGULAR TERM, A.D. 2020

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

BE IT REMEMBERED that on this the 19th day of FEBRUARY A.D. 2020 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION.** The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Reciting the Pledge of Allegiance.

4. Approving and/or amending minutes from previous meetings.

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

5. Citizen's Comments

1) N/A
2) _____
3) _____
4) _____

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 COMMISSTIONERS COURT:

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

QUORUM

__V____ COUNTY JUDGE
___V____ *Judge's Staff*
_____ *Judge's Staff*
___V__ COMM. PRCT# 1
___V___ COMM. PRCT# 2
____V___ COMM. PRCT# 3
____V___ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

_____ *COUNTY ATTY*
_____ *COUNTY ATTY STAFF*
_____ *COUNTY ATTY STAFF*
_____ *DISTRICT CLERK*
___V___ *IT*
___V__ *SHERIFF*
_____ *SHERIFF'S STAFF*
__V____ *AUDITOR*
___V____ *TREASURER*
_____ *PURCHASING*
___V___ *HR*
_____ *TAX COLLECTOR*
_____ *RISK MGMT*
_____ *FIRE DEPT*
_____ *EMERGENCY MGMT*
_V_ *JP #1 Constable #1*____
___ *JP #2 Constable #2*____
_V_ *JP #3 Constable #3*___
___ *JP #4 Constable #4*____
_____ *OTHER*_____

Judge S. Gonzalez

6. Subdivision plats.

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

7. Certificates of compliance.

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

8. Monthly reports from elected officials.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-094	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

9. Approval of bills.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-095	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

Adrian Bitela, County Veterans Officer

10. Update on the "Wall that Heals" Traveling Vietnam Memorial.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				STATUS REPORT ONLY.				

Steven Berg, Constable Pct. 3

11. Racial Profile Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-096		N	F	Motion to Accept		O,W,V,N,F		
				As presented.				

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

David Bond, County Librarian

12. Acceptance of a donation from the Mignonette Garden Club for up to $175.00 in the form of plants and labor on a front section of the library near the book drop. The Grant Review Committee approved recommendation for this donation on February 4th, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-097	N	F		Motion to Accept		O,W,V,N,F		
				As presented.				

13. Acceptance of $100.00 from Gebe Martinez Johnson in honor of the memory of the Honorable Hilary B. Doran. The Grant Review Committee approved recommendation for this donation on February 4th, 2020.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-098	N	F		Motion to Accept		O,W,V,N,F		
				As presented.				

Michael J. Bagley, District Attorney

14. Adoption of the Resolution for the 2020-2021 FY Border Prosecution Unit Grant.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-099	N	F		Motion to Accept		O,W,V,N,F		
				As presented.				

Sergio J. Gonzalez, County Court at Law Judge

15. Approving expenses for the upcoming Family Violence Dynamics conference (March 10, 2020) From the Special Events Account.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-100	F	N		Motion to Approve		O,W,V,N,F		
				As presented and expense to come				
				Out of CCAL Training Budget.				

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

Ramiro G. Barrera, IT Director

16. Consideration of pro-rated purchase of a subscription service to Archive Social. Subscription includes archiving of up to 1000 new records per month and 10 social media accounts.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-101	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

Aaron D. Rodriguez, County Treasurer

17. Treasurer's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-102	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

Matthew Weingardt, County Auditor

18. Auditor's Report.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-103	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

19. Budget Adjustments:

A. Sheriff - Doctors/Medications $10,483.85 for CRS invoice from available appropriations.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-104	N	F		Motion to Approve and monies to		O,W,V,N,F		
				Be paid out of Contingency.				

B. Library - Copier Expense $3,356.44 from Copier Maintenance.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-105	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

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

C. Certify revenue - $2,400.00 from West Texas Guidance and Counseling.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-106	N	F		Motion to Approve and monies to		O,W,V,N,F		
				Go into Veteran's Account.				

D. Val Verde County Child Welfare - $1,425.00 for the remainder of FY 2019/20 from available appropriations.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-107	N	F		Motion to Approve and pay out of		O,W,V,N,F		
				Contingency.				

Edgar Perez, Fairgrounds Manager

20. Issuance of a Home Depot credit card for the Val Verde County Building Maintenance.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-108		F	V	Motion to Approve		O,W,V,N,F		
				As presented.				

21. Approval of a lease agreement between Val Verde County & Border Youth Soccer League.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-109	W	N		Motion to Approve		O,W,V,N,F		
				As presented.				

Guillermo Sanchez, Purchasing Agent

22. Discussion of RFQ's, scored by the appointed committee, for professional services associated with preparing various grant applications and subsequent program management in FY2020/2021.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-110	N	V		Motion to Approve		O,W,V,N,F		
				Esser & Co.				

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

23. Proposal from Quad Counties Council for the operation of a women's shelter in a building provided by Val Verde County.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-111	N	F		Motion to authorize Judge, Tom,		W,V,N,F	O	
				Purchasing Agent and County				
				Attorney to draft contract with				
				Quad Counties for a 12-month				
				Period at an annual cost of				
				$178,000 to be paid in monthly				
				installments.				

Lewis G. Owens Jr., County Judge

24. Submission of names by Krystal Lopez, Chairperson, Val Verde County Child Welfare Board for appointment of the following individuals to fill current vacancies in the Val Verde County Welfare Board:

1. Claudia Lopez
2. Sylvia S. Gloria
3. Aida Yadira Helgerman
4. Alma Torres
5. Maria C. Delacruz

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-112	N	F		Motion to Approve		O,W,V,N,F		
				As presented				

25. Approval to proceed with re-advertising and re-bidding on the Frontera Road Project.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-113	F	N		Motion to authorize Comm. Flores		O,W,V,N,F		
				to send letter to Mr. Salazar with				
				Tx Dot to re-bid Frontera Road project.				

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

26. Approve County Judge to send letter signed by Mayor of Del Rio and County Judge to US Department of the Treasury and the Committee on Foreign Investment in the United States.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-114	N		V	Motion to Table until after Ex-		O,W,V,N,F		
				Session.				
	N		F	Motion for Judge to send letter on				
				Behalf of County- Concern of wind				
				Farm.				

27. Approval of a contract from Esser & Company Consulting LLC for the administration of TxCDBG Contract No. 7219085 and granting the County Judge authorization to sign.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-115	N	V		Motion to Approve and authorize		O,W,V,N,F		
				Judge to sign.				

28. Ratify Real Estate Contract for 509 E. Gibbs Street building.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-116	N	F		Motion to Approve		O,W,V,N,F		
				As presented.				

29. Ratify Real Estate Contract for the SE Ranch.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-117	W	F		Motion to ratify contract as		O,W,V,N,F		
				presented.				

30. Letter of support for Cultura District Designation of downtown Del Rio.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-118	N	F		Motion for Judge to draft letter		O,W,V,N.F		
				Of Support.				

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

Gustavo Flores, County Commissioner Pct. 4

31. Acceptance of donation of sand from Gustavo Flores for fill on the Pct. 4 extension project in Ridgeline for 1000 linear ft.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-119	N	V		Motion to Accept donation.		O,W,V,N,F		

32. Equipment Cost Calculation Form A802 for equipment usage on TxCDBG 7218026 Ridgeline Waterline Project and give the County Judge authorization to sign. Reimbursement to Precinct 4 from the grant will be paid at the rate of $49.55/hr while equipment is being used on project.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-120	F	N		Motion to Approve		O,W,V,N,F		
				As presented.				

Joe Frank Martinez, County Sheriff

33. Val Verde Sheriff's Deputies' overtime pay for working at "The Wall That Heals" Traveling Vietnam Memorial during March 3rd - 8th at the Bank and Trust Ram field -- Roosevelt Park.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-121	N	F		Motion to Approve and pay from		O,W,V,N,F		
				Val Verde County Sheriff's Office				
				salary budget.				

Juanita Barrera, HR Director

34. Survey for payroll deduction of current property taxes.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-122		N	F	Motion to Approve only for those		W,N,F	O,V	
				that sign up for it.				

35. Reward of Healthy County Clerk to Val Verde County Employee Wellness Program in the amount of $2,790.00.

ORDER	Motion	2nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-123	N	F		Motion to Accept reward and		O,W.V,N,F		
				Auditor to review to see where				
				Money is to be deposited.				

Ana Markowski Smith, County Attorney

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

36. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

EXECUTIVE SESSION: _____ §551.071(2) (A) ___V_____ §551.071 _____ §551.071_____ §551.071_____551.072 _____

OTHER _____ BEGAN @ 9:37AM_____ ENDED @ 10:22AM_____ BREAK @ _____

RESUMED @ _____ ACTION AFTER EX: _____

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

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

37. Commissioners' comments.

38. County Judge's comments. Early Voting reminded.

39. Adjourn. 10:23AM

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the _____ day of _____ A.D. 2019, read and is hereby **APPROVED**.
20

Respectfully submitted,

Lewis G Owens

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

ATTEST:

Generosa Ramón

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

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

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

County of Val Verde

Lewis G. Owens Jr.
County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

February 19, 2020 at 9:00 a.m.

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

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

6. Subdivision plats.
7. Certificates of compliance.
8. Monthly reports from elected officials.
9. Approval of bills.

Adrian Bitela, County Veterans Officer

10. Update on the "Wall that Heals" Traveling Vietnam Memorial.

Steven Berg, Constable Pct. 3

11. Racial Profile Report.

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Aaron D. Rodriguez, County Treasurer

17. Treasurer's Report.

Matthew Weingardt, County Auditor

18. Auditor's Report.

19. Budget Adjustments:

A. Sheriff - Doctors/Medications $10,483.85 for CRS invoice from available appropriations.

B. Library - Copier Expense $3,356.44 from Copier Maintenance.

C. Certify revenue - $2,400.00 from West Texas Guidance and Counseling.

D. Val Verde County Child Welfare - $1,425.00 for the remainder of FY 2019/20 from available appropriations.

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35. Reward of Healthy County Clerk to Val Verde County Employee Wellness Program in the amount of $2,790.00.

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A. §551.071(2), attorney/client privilege

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.

37. Commissioners' comments.

38. County Judge's comments.

39. Adjourn.

Our next Regular Commissioners Court Meeting will be **March 4, 2020** @ 9:00 a.m.; **Agenda Items are due Thursday, February 27, 2020 @ 12:00 noon.**

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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON FRIDAY, FEBRUARY 14, 2020: AT 11:12 **AM/PM**

FILED

2020 FEB 14 A 11: 12

GENEROSA VILLARREAL-HARRISON
VAL VERDE COUNTY CLERK

BY _____ DEPUTY

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 of February, 2020, at 12:00 o'clock Noon m. and said ***AGENDA/NOTICE/ADDENDUM*** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

Generosa G Ramón

Generosa Gracia-Ramon
Val Verde County Clerk

VOL. 56 PG. 662

#9

Expense Approval Report

Val Verde County, TX

By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1000 - 1000					
Central Glass & Mirror Co.	44861	02/10/2020	Co Atty - Glass Table Tops	2666-1000-31-26085	251.40
Central Glass & Mirror Co.	44861	02/10/2020	Co Atty - Glass Table Tops	2666-1000-31-26085	124.30
Central Glass & Mirror Co.	44861	02/10/2020	Co Atty - Glass Table Tops	2666-1000-31-26085	65.00
				Department 1000 - 1000 Total:	**440.70**
Department: 1026 - .					
Esser & Company	01/30/20	01/30/2020	TCDBG #7218026 - Administrati...	2666-1026-34-26460	8,800.00
				Department 1026 - . Total:	**8,800.00**
Department: 1074 - .					
1A Smart Start LLC	202001cc012474	01/03/2020	DWI - Security & Monitoring Se...	2666-1074-31-26170	99.00
1A Smart Start LLC	202001VS051691	01/14/2020	DWI - Security & Monitoring Se...	2666-1074-31-26170	74.50
1A Smart Start LLC	202001JP082873	01/15/2020	DWI - Security & Monitoring Se...	2666-1074-31-26170	74.50
1A Smart Start LLC	202001ev110472	01/29/2020	DWI - Security & Monitoring Se...	2666-1074-31-26170	74.50
Quad Counties Council On Alco...	10-26	01/31/2020	DWI - Abuse Counseling	2666-1074-31-26170	4,907.50
Sandra Hernandez	33	01/31/2020	DWI - Education Specialist	2666-1074-31-26170	1,390.00
Recovery Healthcare Corporati...	9343134	01/31/2020	DWI - Security Monitoring Servi...	2666-1074-31-26170	675.00
Mayra C. Quicksall	15-2019	02/12/2020	DWI - Compliance Officer	2666-1074-31-26170	736.00
Luis F Arroyo	15-2019	02/12/2020	DWI - Compliance Officer	2666-1074-31-26170	736.00
				Department 1074 - . Total:	**8,767.00**
Department: 1111 - General Fund					
LexisNexis	3092448856	01/31/2020	Law Lib	1727-1111-31-16000	68.00
George Paul	02/28/2020	02/28/2020	HOT Fund - 43rd George Paul M...	1734-1111-36-16000	4,800.00
Idocket.Com	413887-1	02/29/2020	83rd - Quartz Judges Bench Sys...	1707-1111-31-16000	1,200.00
				Department 1111 - General Fund Total:	**6,068.00**
Department: 1200 - County Judge					
Villarreals Express Lube	4376	10/21/2019	Emeg Mgt - State Inspection	1111-1200-30-16420	7.00
Walmart	08044	01/29/2020	Co Judge - Water	1111-1200-30-16000	23.88
Xerox	099395361	02/01/2020	Co Judge - Copier	1111-1200-30-16425	27.83
Fleetcor Technologies	NP57704563	02/03/2020	Co Judge - Fuel	1111-1200-30-16200	46.88
Texas College of Probate Judges	02/21/2020	02/21/2020	Co Judge - Reg	1111-1200-30-16200	395.00
Lewis G. Owens	03/04/2020	03/04/2020	Co Judge - Mileage	1111-1200-30-16200	271.40
Lewis G. Owens	03/04/2020	03/04/2020	Co Judge - Meals	1111-1200-30-16200	138.00
				Department 1200 - County Judge Total:	**909.99**
Department: 1201 - County Clerk					
Xerox	099109222	01/01/2020	Co Clerk - Prints	1111-1201-30-16000	0.27
Xerox	099109222	01/01/2020	Co Clerk - Copier	1111-1201-30-16305	273.78
Xerox	099395355	02/01/2020	Co Clerk - Prints	1111-1201-30-16000	32.79
Xerox	099395355	02/01/2020	Co Clerk - Copier	1111-1201-30-16305	273.78
Xerox	099395356	02/01/2020	Co Clerk - Copier	1111-1201-30-16305	373.48
Generosa G. Ramon	02/03/2020	02/03/2020	Co Clerk - Mileage	1111-1201-30-16200	227.70
Generosa G. Ramon	02/06/20	02/06/2020	Co Clerk - Meals	1111-1201-30-16200	184.00
				Department 1201 - County Clerk Total:	**1,365.80**
Department: 1203 - Veteran's Office					
Bowlin's Ten Minute	5168	01/31/2020	Vet - Oil Change	1111-1203-30-76370	45.95
Amistad Bank	000036	02/01/2020	Vet - Rent	1111-1203-30-16500	900.00
Xerox	099395368	02/01/2020	Vet - Copier	1111-1203-30-16415	254.59
Fleetcor Technologies	NP57704563	02/03/2020	Vet - Fuel	1111-1203-30-76370	337.40
Adrian Bitela	02/04/2020	02/04/2020	Vet - Mileage	1111-1203-30-16200	35.42
				Department 1203 - Veteran's Office Total:	**1,573.36**
Department: 1204 - 63rd District Court					
Card Service Center	0302-20.78	01/08/2020	63rd - Jurors	1111-1204-31-16460	20.78
Card Service Center	0302-16.89	01/09/2020	63rd - Jurors	1111-1204-31-16460	16.89

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Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Card Service Center	0302-20.46	01/13/2020	63rd - Jurors	1111-1204-31-16460	20.46
Lone Star Copiers	132626	01/30/2020	63rd - Prints	1111-1204-31-16000	1.36
Lone Star Copiers	132626	01/30/2020	63rd - Copier	1111-1204-31-16475	42.50
DS Waters of America Inc	11089708020820	02/08/2020	63rd - Water	1111-1204-31-16000	2.09
				Department 1204 - 63rd District Court Total:	**104.08**
Department: 1205 - District Clerk					
Uline	116375344	01/24/2020	Dist Clerk - Frame	1111-1205-31-16000	106.35
Quill Corporation	4371088	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	116.91
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	25.14
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	17.84
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	89.99
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	19.99
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	73.48
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	57.78
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	44.34
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	17.84
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	26.34
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	29.88
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	11.04
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	13.58
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	13.58
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	36.90
Quill Corporation	4371089	01/28/2020	Dist Clerk - Supplies	1111-1205-31-16000	102.59
Quill Corporation	4373172	01/29/2020	Dist Clerk - Supplies	1111-1205-31-16000	272.67
Iron Mountain	CJKS731	01/31/2020	Dist Clerk - Storage	1111-1205-31-16413	75.00
Xerox	099395344	02/01/2020	Dist Clerk - Copier	1111-1205-31-16415	285.84
Xerox	099395366	02/01/2020	Dist Clerk - Prints	1111-1205-31-16000	14.04
Xerox	099395366	02/01/2020	Dist Clerk - Copier	1111-1205-31-16415	224.66
Xerox	099395367	02/01/2020	Dist Clerk - Prints	1111-1205-31-16000	34.46
Xerox	099395367	02/01/2020	Dist Clerk - Copier	1111-1205-31-16415	173.89
DS Waters of America Inc	11089708020820	02/08/2020	Dist Clerk - Water	1111-1205-31-16000	2.63
				Department 1205 - District Clerk Total:	**1,886.76**
Department: 1206 - JP#1					
Roberto Castillo	01/31/2020	01/31/2020	JP 1 - Mileage	1111-1206-31-16200	38.64
				Department 1206 - JP#1 Total:	**38.64**
Department: 1207 - JP#2					
Antonio Faz III	01/31/20	01/31/2020	JP 2 - Mileage	1111-1207-31-16200	185.72
Xerox	099395364	02/01/2020	JP 2 - Prints	1111-1207-31-16000	0.10
Xerox	099395364	02/01/2020	JP 2 - Copier	1111-1207-31-16415	173.89
DS Waters of America Inc	11089708020820	02/08/2020	JP 2 - Water	1111-1207-31-16000	36.52
				Department 1207 - JP#2 Total:	**396.23**
Department: 1208 - JP#3					
Val Verde County	494	01/29/2020	JP 3 - Copy Paper	1111-1208-31-16000	65.98
Quill Corporation	4411196	01/30/2020	JP 3 - Office	1111-1208-31-16000	31.99
Quill Corporation	4432616	01/30/2020	JP 3 - Office	1111-1208-31-16000	64.58
Quill Corporation	4438135	01/30/2020	JP 3 - Office	1111-1208-31-16000	6.79
Cannon Graphics	17187	02/04/2020	JP 3 - Cards	1111-1208-31-16000	83.40
Cannon Graphics	17187	02/04/2020	JP 3 - Cards	1111-1208-31-16000	69.32
Cannon Graphics	17187	02/04/2020	JP 3 - Cards	1111-1208-31-16000	83.40
Cannon Graphics	17187	02/04/2020	JP 3 - Cards	1111-1208-31-16000	83.40
Walmart	09254	02/07/2020	JP 3 - Office	1111-1208-31-16000	10.64
Walmart	09254	02/07/2020	JP 3 - Office	1111-1208-31-16000	11.94
				Department 1208 - JP#3 Total:	**511.44**
Department: 1210 - County Court at Law					
Card Service Center	0245-322.64	01/22/2020	CCL - Hotel	1111-1210-31-16200	322.64
Card Service Center	0245-66.74	01/28/2020	CCL - Interest	1111-1210-31-16000	66.74
Xerox	099395369	02/01/2020	CCL - Prints	1111-1210-31-16000	60.62
Xerox	099395369	02/01/2020	CCL - Copier	1111-1210-31-16415	187.14
DS Waters of America Inc	11089708020820	02/08/2020	CCL - Water	1111-1210-31-16000	10.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Center for the Judiciary	11173	02/10/2020	CCL - Reg	1111-1210-31-16200	65.00
				Department 1210 - County Court at Law Total:	**712.94**
Department: 1211 - County Attorney					
Notary Public Underwritters Ag...	01/30/2020	01/30/2020	Co Atty - Renewal	1705-1211-31-16000	108.50
Notary Public Underwritters Ag...	01/30/2020	01/30/2020	Co Atty - Renewal	1705-1211-31-16000	7.00
LexisNexis	3092444277	01/31/2020	Co Atty - Subscription	1111-1211-31-16000	164.00
Xerox	099395365	02/01/2020	Co Atty - Prints	1111-1211-31-16000	0.41
Xerox	099395365	02/01/2020	Co Atty - Copier	1111-1211-31-16315	254.23
DS Waters of America Inc	11089708020820	02/08/2020	Co Atty - Water	1111-1211-31-16000	15.45
				Department 1211 - County Attorney Total:	**549.59**
Department: 1212 - County Auditor					
Card Service Center	1540-154.59	01/14/2020	Auditor - Hotel	1111-1212-30-16200	154.59
Card Service Center	1540-268.94	01/15/2020	Auditor - Hotel	1111-1212-30-16200	268.94
Quill Corporation	4234685	01/23/2020	Auditor - Check Stock	1111-1212-30-16000	174.20
Xerox	099395360	02/01/2020	Auditor - Prints	1111-1212-30-16000	2.64
Xerox	099395360	02/01/2020	Auditor - Copier	1111-1212-30-16415	492.70
Amistad Heating & Air Cond.	7851	02/03/2020	Auditor - Storage FY 19/20	1111-1212-30-16000	80.00
Lavern Foster	02/07/20	02/07/2020	Auditor - Oct/Nov/Dec/Jan/Feb	1111-1212-30-16500	7,500.00
DS Waters of America Inc	11089708020820	02/08/2020	Auditor - Water	1111-1212-30-16000	18.89
Matthew S. Weingardt	02/25/2020	02/25/2020	Auditor - Meals	1111-1212-30-16200	156.00
Matthew S. Weingardt	02/25/2020	02/25/2020	Auditor - Mileage	1111-1212-30-16200	269.10
				Department 1212 - County Auditor Total:	**9,117.06**
Department: 1213 - County Treasurer					
Amistad Snack & Coffee Service	6310	12/02/2019	Treas - Coffee	1111-1213-30-16000	60.00
Amistad Snack & Coffee Service	6348	01/10/2020	Treas - Coffee	1111-1213-30-16000	60.00
Quill Corporation	4438257	01/30/2020	Treas - Office	1111-1213-30-16000	100.79
Quill Corporation	4438257	01/30/2020	Treas - Office	1111-1213-30-16000	8.07
Quill Corporation	4438257	01/30/2020	Treas - Office	1111-1213-30-16000	5.65
Quill Corporation	4438257	01/30/2020	Treas - Office	1111-1213-30-16000	18.49
Lavern Foster	02/01/2020	02/01/2020	Treas - Rent	1111-1213-30-16500	1,000.00
US Postmaster	4339-2020	02/06/2020	Treas - Box Rental	1111-1213-30-16000	226.00
DS Waters of America Inc	11089708020820	02/08/2020	Treas - Water	1111-1213-30-16000	17.60
Aaron Rodriguez	03/03/2020	03/03/2020	Treas - Mileage	1111-1213-30-16200	239.20
Aaron Rodriguez	03/03/2020	03/03/2020	Treas - Meals	1111-1213-30-16200	184.00
				Department 1213 - County Treasurer Total:	**1,919.80**
Department: 1214 - County Tax Collector					
Amistad Snack & Coffee Service	6305	11/26/2019	Tax - Coffee/Supplies	1111-1214-30-16000	32.00
Amistad Snack & Coffee Service	6305	11/26/2019	Tax - Coffee/Supplies	1111-1214-30-16000	56.00
Amistad Snack & Coffee Service	6305	11/26/2019	Tax - Coffee/Supplies	1111-1214-30-16000	17.50
Laser Printers & Mailing	143221	01/20/2020	Tax - Mailout	1111-1214-30-16000	25.00
Laser Printers & Mailing	143221	01/20/2020	Tax - Mailout	1111-1214-30-16000	280.00
Quill Corporation	4336736	01/28/2020	Tax - Supplies	1111-1214-30-16000	17.38
Quill Corporation	4355684	01/28/2020	Tax - Supplies	1111-1214-30-16000	17.84
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	22.94
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	10.62
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	10.62
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	8.07
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	5.09
Quill Corporation	4371098	01/28/2020	Tax - Supplies	1111-1214-30-16000	3.90
Quill Corporation	4438794	01/30/2020	Tax - Ink	1111-1214-30-16000	5.31
Cannon Graphics	17168	01/31/2020	Tax - Envelopes	1111-1214-30-16000	313.70
Cannon Graphics	17168	01/31/2020	Tax - Envelopes	1111-1214-30-16000	268.80
Cannon Graphics	17168	01/31/2020	Tax - Envelopes	1111-1214-30-16000	122.74
Quill Corporation	4476466	02/03/2020	Tax - Supplies	1111-1214-30-16000	14.70
Southern Computer Warehouse	IN-000624307	02/03/2020	Tax - Toners	1111-1214-30-16000	1,072.08
AA-AA Storage	L02 355	02/05/2020	Tax - Storage	1111-1214-30-16000	35.00
DS Waters of America Inc	11089708020820	02/08/2020	Tax - Water	1111-1214-30-16000	27.60
				Department 1214 - County Tax Collector Total:	**2,366.89**

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1215 - IT Department					
Card Service Center	0147-40.00	01/16/2020	IT - Decked Wide Divide	1111-1215-30-16000	40.00
Card Service Center	0147-40.00-1	01/16/2020	IT - Decked Crossbox	1111-1215-30-16000	40.00
CDW Government Inc.	WMZ2120	01/22/2020	IT - Modular Cable	1111-1215-30-16000	281.48
Quill Corporation	4401301	01/29/2020	IT - Planner	1111-1215-30-16000	22.94
Home Depot Dept 32-2540929...	7012581	01/31/2020	IT - Tools	1111-1215-30-16000	866.18
Sabas E. G. Shears	02/01/2020	02/01/2020	IT - Rent	1111-1215-30-16500	450.00
Fleetcor Technologies	NP57704563	02/03/2020	IT - Fuel	1111-1215-30-17061	102.42
FNL Money Investment LLC	89621	02/04/2020	IT - Tire Repair	1111-1215-30-17061	10.00
GCS Technologies Inc.	CW64920	02/07/2020	IT - Training Blocks	1111-1215-30-16200	2,500.00
				Department 1215 - IT Department Total:	**4,313.02**
Department: 1216 - Purchasing Department					
Quill Corporation	4050554	01/15/2020	Purch - Supplies	1111-1216-30-16000	12.79
Quill Corporation	4050554	01/15/2020	Purch - Supplies	1111-1216-30-16000	31.34
Card Service Center	0147-248.70	01/23/2020	Purch - Leather Desk Pad	1111-1216-30-16000	248.70
Quill Corporation	4261709	01/23/2020	Purch - Supplies	1111-1216-30-16000	11.04
Quill Corporation	4261709	01/23/2020	Purch - Supplies	1111-1216-30-16000	23.74
Quill Corporation	4261709	01/23/2020	Purch - Supplies	1111-1216-30-16000	116.99
Quill Corporation	839301	01/24/2020	Purch - Credit Memo	1111-1216-30-16000	-31.34
Amistad Snack & Coffee Service	6361	01/29/2020	Purch - Coffee	1111-1216-30-16000	21.66
Xerox	099395370	02/01/2020	Purch - Prints	1111-1216-30-16000	11.01
Xerox	099395370	02/01/2020	Purch - Copier	1111-1216-30-16415	73.93
DS Waters of America Inc	11089708020820	02/08/2020	Purch - Water	1111-1216-30-16000	7.90
				Department 1216 - Purchasing Department Total:	**527.76**
Department: 1217 - County Agent					
Home Depot Dept 32-2540929...	1010704-1	01/07/2020	Co Agent - Supplies	1111-1217-30-16205	1.53
Card Service Center	2019-93.79	01/16/2020	Co Agent - Hotel	1111-1217-30-16202	93.79
Card Service Center	2027-100.57	01/21/2020	Co Agent - Registration	1111-1217-30-16203	100.57
Quill Corporation	4262148	01/23/2020	Co Agent - Supplies	1111-1217-30-16000	11.69
Quill Corporation	4262148	01/23/2020	Co Agent - Supplies	1111-1217-30-16000	37.98
Quill Corporation	4262148	01/23/2020	Co Agent - Supplies	1111-1217-30-16000	19.94
Card Service Center	2019-276.84	01/24/2020	Co Agent - Hotel	1111-1217-30-16202	276.84
Card Service Center	2027-150.00	01/27/2020	Co Agent - Registration	1111-1217-30-16203	150.00
Card Service Center	2019-3.13	01/28/2020	Co Agent - Interest	1111-1217-30-16000	3.13
Office Depot	436296035001	01/30/2020	Co Agent - Office	1111-1217-30-16000	16.29
Val Verde County	495	01/31/2020	Co Agent - Supplies	1111-1217-30-16000	65.98
Xerox	099395350	02/01/2020	Co Agent - Prints	1111-1217-30-16000	18.87
Xerox	099395350	02/01/2020	Co Agent - Copier	1111-1217-30-16415	186.53
Emily Grant	02/02/2020	02/02/2020	Co Agent - Meals	1111-1217-30-16202	138.00
Fleetcor Technologies	NP57704563	02/03/2020	Co Agent - Fuel	1111-1217-30-16201	183.74
Fleetcor Technologies	NP57704563	02/03/2020	Co Agent - Fuel	1111-1217-30-16201	56.08
DS Waters of America Inc	11089708020820	02/08/2020	Co Agent - Water	1111-1217-30-16000	5.24
				Department 1217 - County Agent Total:	**1,366.20**
Department: 1218 - Library					
Xerox	099109238	01/01/2020	Lib - Prints	1111-1218-36-16000	25.35
Xerox	099109238	01/01/2020	Lib - Copier	1111-1218-36-16415	175.87
Baker & Taylor Books	5015981667	01/24/2020	Lib - Books	1111-1218-36-16680	542.95
Baker & Taylor Books	5015981774	01/24/2020	Lib - Books	1111-1218-36-16680	631.92
Baker & Taylor Books	5015981658	01/27/2020	Lib - Books	1111-1218-36-16680	844.34
Baker & Taylor Books	5015981771	01/27/2020	Lib - Books	1111-1218-36-16680	433.54
Russell True Value	459152	01/29/2020	Lib - Supplies	1111-1218-36-16000	27.27
Midamerica Books	507869	01/29/2020	Lib - Books	1111-1218-36-16680	726.60
Mas Modern Marketing, Inc	MMI136625	01/29/2020	Lib - Pens	1111-1218-36-16000	468.21
Home Depot Dept 32-2540929...	7511000	01/31/2020	Lib - Supplies	1111-1218-36-16000	32.93
Ingram Library Services	43807483	02/02/2020	Lib - Books	1111-1218-36-16680	46.41
Ingram Library Services	43807485	02/02/2020	Lib - Books	1111-1218-36-16680	47.23
Ingram Library Services	43807486	02/02/2020	Lib - Books	1111-1218-36-16680	20.90
Movie Licensing USA	2821850	02/07/2020	Lib - License Renewal	1111-1218-36-16680	364.00
DS Waters of America Inc	11089708020820	02/08/2020	Lib - Water	1111-1218-36-16000	2.63

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Walmart	08705	02/10/2020	Lib - Office	1111-1218-36-16000	54.19
US Postmaster	02/29/20	02/29/2020	Lib - Postage	1111-1218-36-16000	55.00
US Postmaster	02/29/20	02/29/2020	Lib - Postage	1111-1218-36-16000	40.00
				Department 1218 - Library Total:	**4,539.34**
Department: 1219 - Rural Fire & EMS					
Russell True Value	459068	01/27/2020	Fire - Supplies	1111-1219-33-16000	41.97
Pro Auto Supply	461935	01/31/2020	Fire - Battery	1111-1219-33-16000	287.32
Pro Auto Supply	462006	01/31/2020	Fire - Credit Memo	1111-1219-33-16000	-18.00
Pro Auto Supply	462007	01/31/2020	Fire - Credit Memo	1111-1219-33-16000	-18.00
				Department 1219 - Rural Fire & EMS Total:	**293.29**
Department: 1220 - Parks & Building Maintenance					
Villarreals Express Lube	005311	01/10/2020	BM - State Inspection	1111-1220-37-16330	7.00
AT&T Mobility	287294892869X01272020	01/19/2020	BM - Utilities	1111-1220-37-16503	5,586.73
Villarreals Express Lube	005290	01/21/2020	BM - Oil Change	1111-1220-37-16330	105.95
1000Bulbs.Com	W02011616	01/22/2020	BM - Ballasts	1111-1220-37-16330	60.64
Val Verde W.C.I.D.	01/25/2020	01/25/2020	BM - Utilities	1111-1220-37-16503	28.66
Val Verde W.C.I.D.	01/25/2020-1	01/25/2020	BM - Utilities	1111-1220-37-16503	25.00
Del Rio Welders Equip.	D660971-1	01/25/2020	BM - Cylinders	1111-1220-37-16330	16.11
Financial Servicing, LLC	10276611	01/26/2020	BM - Utilities	1111-1220-37-16503	4,354.69
Russell True Value	459119	01/28/2020	BM - Supplies	1111-1220-37-16330	15.47
T.J. Moore Lumber	469034	01/28/2020	BM - Supplies	1111-1220-37-16330	0.79
Russell True Value	459158	01/29/2020	BM - Supplies	1111-1220-37-16330	24.69
T.J. Moore Lumber	469097	01/29/2020	BM - Supplies	1111-1220-37-16330	20.48
T.J. Moore Lumber	469108	01/29/2020	BM - Supplies	1111-1220-37-16330	3.36
T.J. Moore Lumber	469152	01/29/2020	BM - Credit Memo	1111-1220-37-16330	-7.36
City of Del Rio	51-000348-00-1/29/2020	01/29/2020	BM - Utilities	1111-1220-37-16503	1,159.00
City of Del Rio	51-004810-00-1/29/2020	01/29/2020	BM - Utilities	1111-1220-37-16503	68.05
City of Del Rio	51-033300-01-1/29/2020	01/29/2020	BM - Utilities	1111-1220-37-16503	69.77
Dixie Flag Company	0021058-IN	01/30/2020	BM - Flag	1111-1220-37-16300	65.00
Walmart	03815	01/30/2020	BM - Supplies	1111-1220-37-16330	21.04
City of Del Rio	40-004700-00-1/30/2020	01/30/2020	BM - Utilities	1111-1220-37-16503	170.63
Unifirst Corporation	8232744800	01/30/2020	Lib - Unifoms/Supplies	1111-1220-37-16330	45.17
Unifirst Corporation	8232744802	01/30/2020	Crthse - Uniforms/Supplies	1111-1220-37-16330	34.80
Home Depot Dept 32-2540929...	W849234594	01/30/2020	BM - Blinds	1111-1220-37-16300	439.85
Home Depot Dept 32-2540929...	W849234594	01/30/2020	BM - Blinds	1111-1220-37-16300	354.85
Home Depot Dept 32-2540929...	W849234594	01/30/2020	BM - Blinds	1111-1220-37-16300	354.85
Villarreals Express Lube	005405	01/31/2020	BM - Oil Change	1111-1220-37-16330	145.95
AT&T Corp	01/31/2020	01/31/2020	BM - Utilities	1111-1220-37-16503	50.80
City of Del Rio	55-100174-00-01/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-118000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-590000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-618000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-754000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	163.17
City of Del Rio	55-813000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-814000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-815000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	226.62
City of Del Rio	55-817000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	117.29
City of Del Rio	55-825000-00-1/31/2020	01/31/2020	BM - Dumpsters	1111-1220-37-16503	163.17
Home Depot Dept 32-2540929...	7012572	01/31/2020	BM - Storm Door	1111-1220-37-16330	107.00
Time Warner Cable	074261801020120	02/01/2020	BM - Utilities	1111-1220-37-16503	270.28
Big Bend Telephone Co.	10306988	02/01/2020	BM - Utilities	1111-1220-37-16503	495.79
Sentry Security Service	225170	02/01/2020	BM - Monitoring	1111-1220-37-16480	40.00
Sentry Security Service	225170	02/01/2020	BM - Monitoring	1111-1220-37-16480	30.00
Sentry Security Service	225413	02/01/2020	BM - Monitoring	1111-1220-37-16480	13.50
Sentry Security Service	225413	02/01/2020	BM - Monitoring	1111-1220-37-16480	30.00
Sentry Security Service	225413	02/01/2020	BM - Monitoring	1111-1220-37-16480	40.00
Thyssenkrupp Elevator Corp.	3005083381	02/01/2020	BM - Maintenance	1111-1220-37-16520	318.37
Villarreals Express Lube	005291	02/03/2020	BM - Oil Change	1111-1220-37-16330	80.95
Frontier Southwest Incorporated	090319-5-2/03/20	02/03/2020	BM - Utilities	1111-1220-37-16503	130.14
Russell True Value	459290	02/03/2020	BM - Supplies	1111-1220-37-16330	4.58
Emilio Ruiz	534242	02/03/2020	BM - Repairs	1111-1220-37-16330	10.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Insco Distributing Inc.	1000292313	02/04/2020	BM - Air Filters	1111-1220-37-16330	290.16
Baker Rentals Llc	16414-2	02/04/2020	BM - Equipment Rental	1111-1220-37-16330	796.91
Pro Auto Supply	462244	02/04/2020	BM - Parts	1111-1220-37-16330	4.44
T.J. Moore Lumber	469581	02/04/2020	BM - Materials	1111-1220-37-16330	189.50
Unifirst Corporation	8232745407	02/04/2020	BM - Uniforms	1111-1220-37-16330	66.88
Unifirst Corporation	8232745408	02/04/2020	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21.09
McCoy's	8849219	02/04/2020	BM - Supplies	1111-1220-37-16330	67.79
McCoy's	8849220	02/04/2020	BM - Supplies	1111-1220-37-16330	0.81
Rio Grande Electric Inc.	02/05/2020	02/05/2020	BM - Utilities	1111-1220-37-16503	559.11
City of Del Rio	46-001690-00-2/05/2020	02/05/2020	BM - Utilities	1111-1220-37-16503	854.30
T.J. Moore Lumber	469697	02/05/2020	BM - Material	1111-1220-37-16330	8.40
McCoy's	8849262	02/05/2020	BM - Supplies	1111-1220-37-16330	4.79
Pro Auto Supply	462474	02/06/2020	BM - Parts	1111-1220-37-16330	58.81
Pro Auto Supply	462475	02/06/2020	BM - Parts	1111-1220-37-16330	5.79
T.J. Moore Lumber	469727	02/06/2020	BM - Material	1111-1220-37-16330	22.43
T.J. Moore Lumber	469741	02/06/2020	BM - Material	1111-1220-37-16330	22.99
T.J. Moore Lumber	469770	02/06/2020	BM - Material	1111-1220-37-16330	57.98
T.J. Moore Lumber	469772	02/06/2020	BM - Credit Memo	1111-1220-37-16330	-28.99
DLP Services	48	02/06/2020	Purch - Cleaning Services	1111-1220-37-16480	4,600.00
Val Verde County	497	02/06/2020	BM - Supplies	1111-1220-37-16330	73.08
Val Verde County	497	02/06/2020	BM - Supplies	1111-1220-37-16330	82.70
Val Verde County	498	02/06/2020	BM - Supplies	1111-1220-37-16300	41.35
Val Verde County	498	02/06/2020	BM - Supplies	1111-1220-37-16300	36.54
Unifirst Corporation	8232745766	02/06/2020	Lib - Uniforms/Supplies	1111-1220-37-16330	45.17
Unifirst Corporation	8232745767	02/06/2020	Juv - Supplies	1111-1220-37-16330	16.05
Unifirst Corporation	8232745768	02/06/2020	Crthse - Uniforms	1111-1220-37-16330	34.80
McCoy's	8849292	02/06/2020	BM - Material	1111-1220-37-16330	78.90
McCoy's	8849298	02/06/2020	BM - Material	1111-1220-37-16330	4.80
McCoy's	8849300	02/06/2020	BM - Material	1111-1220-37-16330	8.90
Sentry Security Service	225948	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Sentry Security Service	225949	02/07/2020	BM - Equipment Install	1111-1220-37-16330	285.00
Sentry Security Service	225950	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Sentry Security Service	225951	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Sentry Security Service	225952	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Sentry Security Service	225953	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Sentry Security Service	225954	02/07/2020	BM - Equipment Install	1111-1220-37-16330	298.00
Russell True Value	459458	02/07/2020	BM - Material	1111-1220-37-16330	68.25
T.J. Moore Lumber	469859	02/07/2020	BM - Material	1111-1220-37-16330	5.52
McCoy's	8849321	02/07/2020	BM - Material	1111-1220-37-16330	9.47
McCoy's	8849336	02/07/2020	BM - Material	1111-1220-37-16330	6.85
McCoy's	8849339	02/07/2020	BM - Material	1111-1220-37-16330	12.50
Sherwin Williams	2207-2	02/10/2020	BM - Supplies	1111-1220-37-16330	21.70
Florentino Almeda	3267	02/10/2020	BM - Wire	1111-1220-37-16311	10.85
Florentino Almeda	3267	02/10/2020	BM - Wire	1111-1220-37-16311	66.15
Florentino Almeda	3267	02/10/2020	BM - Wire	1111-1220-37-16311	5.36
Val Verde W.C.I.D.	02/11/2020	02/11/2020	BM - Utilities	1111-1220-37-16503	25.00
Unifirst Corporation	8232746375	02/11/2020	BM - Uniforms	1111-1220-37-16330	61.63
Unifirst Corporation	8232746376	02/11/2020	Co Agent - Uniforms/Supplies	1111-1220-37-16330	21.09
			Department 1220 - Parks & Building Maintenance Total:		**26,333.90**
Department: 1221 - Sheriff					
Card Service Center	2464-41.75	12/26/2019	Sheriff - Fuel	1111-1221-33-17061	41.75
Card Service Center	2464-13.99	01/06/2020	Sheriff - Meals	1111-1221-33-17061	13.99
Card Service Center	0147-11.00-73	01/08/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-74	01/08/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-75	01/08/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-76	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-77	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-78	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-79	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-80	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Card Service Center	0147-11.00-81	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-82	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-83	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-84	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-85	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-86	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-87	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-88	01/09/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	2308-33.32	01/09/2020	Sheriff - Meals	1111-1221-33-16200	33.32
Card Service Center	2464-41.49	01/09/2020	Sheriff - Fuel	1111-1221-33-17061	41.49
Card Service Center	0147-11.00-89	01/10/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-11.00-90	01/10/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Card Service Center	0147-209.97	01/10/2020	Sheriff - Monitor	1111-1221-33-16600	209.97
Quill Corporation	3909144	01/10/2020	Sheriff - Office	1111-1221-33-16600	40.76
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	14.01
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	12.88
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	12.76
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	10.18
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	115.56
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	66.24
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	63.64
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	32.60
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	6.62
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	7.36
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	27.99
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	27.89
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	9.16
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	6.39
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	7.46
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	14.10
Quill Corporation	3930213	01/10/2020	Sheriff - Office	1111-1221-33-16600	19.54
Card Service Center	0147-11.00-91	01/13/2020	Sheriff - Fingerprints	1111-1221-33-16600	11.00
Quill Corporation	3959197	01/13/2020	Sheriff - Office	1111-1221-33-16600	11.88
Quill Corporation	3965270	01/13/2020	Sheriff - Office	1111-1221-33-16600	22.08
Pico Propane Operating	06578676-I	01/16/2020	Sheriff - Fuel	1111-1221-33-17061	1,611.84
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	301.36
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	292.03
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	301.38
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	402.24
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	235.54
Southern Computer Warehouse	IN-000621495	01/17/2020	Sheriff - Toners	1111-1221-33-16600	1,005.65
Card Service Center	2464-30.88	01/20/2020	Sheriff - Fuel	1111-1221-33-17061	30.88
Card Service Center	2464-31.36	01/20/2020	Sheriff - Meals	1111-1221-33-17061	31.36
Card Service Center	2464-45.64	01/20/2020	Sheriff - Fuel	1111-1221-33-17061	45.64
O'Reilly Auto Parts	0568-315313	01/21/2020	Sheriff - Parts	1111-1221-33-17061	267.39
Pico Propane Operating	06580745-I	01/23/2020	Sheriff - Fuel	1111-1221-33-17061	2,032.73
Quill Corporation	837731	01/23/2020	Sheriff - Credit	1111-1221-33-16600	-110.16
Pico Propane Operating	06580945-I	01/24/2020	Sheriff - Fuel	1111-1221-33-17061	1,032.50
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	99.90
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	565.00
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	475.00
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	475.00
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	113.00
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	380.00
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	249.75
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	847.50
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	847.50
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	237.50
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	237.50
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	226.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Nardis Inc.	0184458-IN	01/27/2020	Sheriff - Unforms	1111-1221-33-16560	113.00
Card Service Center	2399-3.89	01/27/2020	Sheriff - Meals	1111-1221-33-17061	3.89
The DIRECTV Group, Inc	37125854856	01/28/2020	Sheriff - Satellite	1111-1221-33-16600	51.24
Walmart	00439	01/29/2020	Sheriff - Supplies	1111-1221-33-16600	17.45
GT Distributors Inc.	INV0749402	01/29/2020	Sheriff - Ammo	1111-1221-33-16451	568.20
O'Reilly Auto Parts	0568-317361	01/30/2020	Sheriff - Oil Filter	1111-1221-33-17061	125.04
Pico Propane Operating	06582826-I	01/30/2020	Sheriff - Fuel	1111-1221-33-17061	2,538.36
Brown Automotive Center	144401	01/30/2020	Sheriff - Parts	1111-1221-33-17061	15.34
Advanced Auto Parts	6666003048460	01/30/2020	Sheriff - Parts	1111-1221-33-17061	51.27
Advanced Auto Parts	6666003048465	01/30/2020	Sheriff - Parts	1111-1221-33-17061	46.73
Bowlin's Ten Minute	5169	01/31/2020	Sheriff - Inspection	1111-1221-33-17061	7.00
Val Verde County Tax A/C- Auto	FKHEW8VW3790W	01/31/2020	Sheriff - State Inspection	1111-1221-33-17061	7.50
Fashion Cleaners	020120	02/01/2020	Sheriff - Services	1111-1221-33-16560	1,100.00
Fleetcor Technologies	NP57704563	02/03/2020	Sheriff - Fuel	1111-1221-33-17061	63.33
Bowlin's Ten Minute	5151	02/04/2020	Sheriff - Inspection	1111-1221-33-17061	7.00
Bowlin's Ten Minute	5152	02/04/2020	Sheriff - Inspection	1111-1221-33-17061	7.00
Val Verde County Tax A/C- Auto	6JDEP7UVU7B0S	02/04/2020	Sheriff - Inspection	1111-1221-33-17061	7.50
Val Verde County Tax A/C- Auto	9MDBPHUYPAD0S	02/04/2020	Sheriff - Inspection	1111-1221-33-17061	7.50
Southwestern Border Sheriff's ...	MC20ATT100	02/04/2020	Sheriff - Reg	1111-1221-33-16200	150.00
Russell True Value	459394	02/05/2020	Sheriff - Supplies	1111-1221-33-16600	43.96
Home Depot Dept 32-2540929...	1093107	02/06/2020	Sheriff - Supplies	1111-1221-33-16600	20.88
Public Agency Training Council	246797	02/06/2020	Sheriff - Reg fee	1111-1221-33-16200	395.00
Advanced Auto Parts	6666003774114	02/06/2020	Sheriff - Radiator	1111-1221-33-17061	37.98
Advanced Auto Parts	6666003774114	02/06/2020	Sheriff - Radiator	1111-1221-33-17061	183.59
NJ Criminal Interdiction LLC	15632-221-1-c4e9	02/07/2020	Sheriff - Reg Fee	1111-1221-33-16200	350.00
Carlos D. Villarreal	2210	02/07/2020	Sheriff - Repairs	1111-1221-33-17061	15.00
Carlos D. Villarreal	2211	02/07/2020	Sheriff - Repairs	1111-1221-33-17061	20.00
Amistad Snack & Coffee Service	6378	02/07/2020	Sheriff - Coffee/Sugar	1111-1221-33-16600	112.00
Amistad Snack & Coffee Service	6378	02/07/2020	Sheriff - Coffee/Sugar	1111-1221-33-16600	16.50
Discount Auto Glass	8915	02/07/2020	Sheriff - Repairs	1111-1221-33-17061	40.00
DS Waters of America Inc	11089708020820	02/08/2020	Sheriff - Water	1111-1221-33-16600	5.26
NNA Services, LLC	02/10/20	02/10/2020	Sheriff - Notary	1111-1221-33-16600	32.00
NNA Services, LLC	02/10/20-1	02/10/2020	Sheriff - Notary	1111-1221-33-16600	32.00
O'Reilly Auto Parts	0568-320065	02/10/2020	Sheriff - Parts	1111-1221-33-17061	28.18
Brown Chevrolet-Buick-GMC	101805	02/10/2020	Sheriff - Unit H002 Test	1111-1221-33-17061	192.60
Sam Houston State University	02/11/20	02/11/2020	Sheriff - Reg fee	1111-1221-33-16200	550.00
Shaun M Davis	02/28/2020	02/28/2020	Sheriff - Meals	1111-1221-33-16200	46.00
Ryan Lowe	02/28/2020	02/28/2020	Sheriff - Meals	1111-1221-33-16200	46.00
Pete Garcia	03/03/20	03/03/2020	Sheriff - Meals	1111-1221-33-16200	80.00
Crystal De Luna	03/11/2020	03/12/2020	Sheriff - Meals	1111-1221-33-16200	64.00
				Department 1221 - Sheriff Total:	**20,510.95**
Department: 1223 - Other County Expenditures					
Val Verde County Child Welfare	10/01/19	10/01/2019	Aug/Sep Allocation	1111-1223-35-16660	237.50
Del Rio News Herald	694492	01/12/2020	Public Notice	1111-1223-30-16740	224.00
Del Rio News Herald	694494	01/12/2020	Public Notice	1111-1223-30-16740	413.00
Sandra R. Jackson	01/13/2020	01/13/2020	63rd - Court Reporter	1111-1223-31-16780	762.19
Kimberly Kidd	100	01/14/2020	63rd - Crt Rprt Service	1111-1223-31-16780	2,412.74
Del Rio News Herald	695973	01/15/2020	Public Notice	1111-1223-30-16740	278.00
Del Rio News Herald	694494-1	01/21/2020	Public Notice	1111-1223-30-16740	413.00
Del Rio News Herald	695973-1	01/21/2020	Public Notice	1111-1223-30-16740	278.00
Webb County Treasury	M.E.20-0023	01/21/2020	Autopsy - Lujan	1111-1223-30-16760	1,700.00
Del Rio News Herald	699564	01/26/2020	Public Notice	1111-1223-30-16740	143.00
Del Rio News Herald	699579	01/26/2020	Public Notice	1111-1223-30-16740	62.00
Sidney L Harle	01/28/2020	01/28/2020	63rd - Mileage	1111-1223-31-16780	175.95
Luis De Los Santos	13-050-CR	01/28/2020	63rd - Felony - Del Los Santos	1111-1223-31-16780	350.00
Idocket.Com	412136	01/28/2020	63rd - Annual Fees	1111-1223-30-16414	3,000.00
T.J. Moore Lumber	469060	01/28/2020	LAFB - BM - Materials	1111-1223-30-16820	2,459.60
Del Rio Welders Equip.	D663341	01/28/2020	BM - LAFB - Safety Wear	1111-1223-30-16820	139.75
Walmart	05178	01/29/2020	Vet - Monument Event	1111-1223-30-16720	119.40
Walmart	05178	01/29/2020	Vet - Monument Event	1111-1223-30-16720	49.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Walmart	05178	01/29/2020	Vet - Monument Event	1111-1223-30-16720	20.88
Walmart	05178	01/29/2020	Vet - Monument Event	1111-1223-30-16720	10.24
Dell Marketing L.P.	10371194201	01/29/2020	IT - Software	1111-1223-30-16414	3,237.99
Gregorio Flores	19-641-CR	01/29/2020	CCL - Misd - Flores	1111-1223-31-16780	450.00
Del Rio News Herald	694494-2	01/29/2020	Public Notice	1111-1223-30-16740	413.00
Del Rio News Herald	695973-2	01/29/2020	Public Notice	1111-1223-30-16740	278.00
Jose M. Faz	01/30/2020	01/30/2020	CCL - Interpreter	1111-1223-31-16780	3,600.00
Quill Corporation	4409155	01/30/2020	Inventory - Copy Paper	1111-1223-30-16510	1,299.00
Melody's Southwest Consortium	47396	01/30/2020	HR - DOT	1111-1223-30-16820	80.00
Andrea Casares	14156CR	01/31/2020	63rd - Felony - Casares	1111-1223-31-16780	450.00
Texas Wildlife Damage	250976	01/31/2020	Trappers Salary	1111-1223-30-16770	2,083.33
Time Warner Cable	0076316020120	02/01/2020	Dist Clerk - Internet	1111-1223-30-16414	125.64
Val Verde Loaves & Fishes	01/02/2020	02/01/2020	February Allocation	1111-1223-35-17020	1,500.00
Val Verde County Welfare Fund	02/01/20	02/01/2020	Monthly Allocation	1111-1223-35-16670	95.00
Abner Martinez	02/01/2020	02/01/2020	Surveyor - Rent	1111-1223-30-16710	100.00
Time Warner Cable	0370966020120	02/01/2020	Auditor/Treas - Internet	1111-1223-30-16414	325.11
Time Warner Cable	0177930020220	02/02/2020	Fire - Internet	1111-1223-30-16414	120.61
Time Warner Cable	0527144020220	02/02/2020	Vet - Internet	1111-1223-30-16414	115.58
Time Warner Cable	0538612020320	02/03/2020	Lib - Internet	1111-1223-30-16414	2,044.68
Andrea Casares	14640CR	02/03/2020	83rd - Felony - Casares	1111-1223-31-16780	600.00
Omar A Fuentes	16-549-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	350.00
Omar A Fuentes	16-625-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	700.00
Guadalupe R. Rodriguez	17-355-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Omar A Fuentes	17-363-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	700.00
Omar A Fuentes	17-625-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	350.00
Omar A Fuentes	19-080-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-265-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-266-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Andrea Casares	19-437-CR	02/03/2020	CCL - Misd - Casares	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-444-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-462-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Omar A Fuentes	19-569-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-591-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Omar A Fuentes	19-602-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Omar A Fuentes	19-620-CR	02/03/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-644-CR	02/03/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Texas Social Security Program	9291826-2020	02/03/2020	Cont - Assessment Fee	1111-1223-30-16820	42.00
Amistad Snack & Coffee Service	6368	02/04/2020	Vet - Coffee	1111-1223-30-16720	16.50
Amistad Snack & Coffee Service	6368	02/04/2020	Vet - Coffee	1111-1223-30-16720	40.00
Amistad Snack & Coffee Service	6368	02/04/2020	Vet - Coffee	1111-1223-30-16720	18.50
Amistad Snack & Coffee Service	6368	02/04/2020	Vet - Coffee	1111-1223-30-16720	17.50
Sostenes Mireles II	17-040-CR	02/05/2020	CCL - Misd - Mireles	1111-1223-31-16780	250.00
Omar A Fuentes	17-303-CR	02/05/2020	CCL - Misd - Fuentes	1111-1223-31-16780	350.00
Sostenes Mireles II	17-375-CR	02/05/2020	CCL - Misd - Mireles	1111-1223-31-16780	250.00
Sostenes Mireles II	18-328-CR	02/05/2020	CCL - Misd - Mireles	1111-1223-31-16780	350.00
Andrea Casares	19-274-CR	02/05/2020	CCL - Misd - Casares	1111-1223-31-16780	250.00
Omar A Fuentes	19-325-CR	02/05/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Omar A Fuentes	19-408-CR	02/05/2020	CCL - Misd - Fuentes	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	19-531-CR	02/05/2020	CCL - Misd - Rodriguez	1111-1223-31-16780	450.00
Gregorio Flores	19-642-CR	02/05/2020	CCL - Misd - Flores	1111-1223-31-16780	100.00
F. Gail Schroeter	13090CR	02/06/2020	63rd - Felony - Schroeter	1111-1223-31-16780	300.00
Melinda M. Walker	20-0007	02/07/2020	63rd - Crt Rprt Srvc	1111-1223-31-16780	985.48
Advanced Connections, Inc.	32753	02/07/2020	IT - Cable Replacement	1111-1223-30-16414	5,542.00
Advanced Connections, Inc.	32754	02/07/2020	IT - Relocate Cable	1111-1223-30-16414	743.00
Jackson L. Lindsey	14604CR	02/10/2020	63rd - Felony - Lindsey	1111-1223-31-16780	500.00
Omar A Fuentes	2/10/20	02/10/2020	CCL - Dismissal - Fuentes	1111-1223-31-16780	250.00
Omar A Fuentes	2/10/20-1	02/10/2020	CCL - Dismissal - Fuentes	1111-1223-31-16780	250.00
Guadalupe R. Rodriguez	14492-CR	02/11/2020	63rd - Felony - Rodriguez	1111-1223-31-16780	500.00
Beran Ventures, LLC	6387	02/11/2020	Vet - Shirts/Logos	1111-1223-30-16720	750.00
Beran Ventures, LLC	6387	02/11/2020	Vet - Shirts/Logos	1111-1223-30-16720	299.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Beran Ventures, LLC	6387	02/11/2020	Vet - Shirts/Logos	1111-1223-30-16720	129.90
Beran Ventures, LLC	6387	02/11/2020	Vet - Shirts/Logos	1111-1223-30-16720	212.50
Idocket.Com	413887	02/29/2020	83rd - Quartz Judges Bench Sys...	1111-1223-30-16414	1,800.00
			Department 1223 - Other County Expenditures Total:		**52,963.97**
Department: 1224 - Road & Bridge					
Xerox	099395354	02/01/2020	Comm Offc - Copier	1222-1224-34-16010	78.44
Val Verde County Payroll Cleari...	02/21/2020-1	02/18/2020	Payroll Transfer	1222-1224-41-16005	54,186.44
			Department 1224 - Road & Bridge Total:		**54,264.88**
Department: 1225 - Road & Bridge Precinct 1					
Cooper Equipment Co.	WS19571	01/08/2020	Pct 1 - Storage Tank Repairs	1222-1225-34-17000	1,353.52
Del Rio Welders Equip.	D660971	01/25/2020	Pct 1 - Cylinders	1222-1225-34-17000	16.11
Thompson Tire Center	0030070	01/28/2020	Pct 1 - Repairs	1222-1225-34-17000	10.00
Villarreals Express Lube	005341	01/29/2020	Pct 1 - Inspection	1222-1225-34-17000	7.00
O'Reilly Auto Parts	0568317056	01/29/2020	Pct 1 - Supplies	1222-1225-34-17000	67.49
O'Reilly Auto Parts	0568317056	01/29/2020	Pct 1 - Supplies	1222-1225-34-17000	124.24
Russell True Value	459140	01/29/2020	Pct 1 - Parts	1222-1225-34-17000	5.14
T.J. Moore Lumber	469116	01/29/2020	Pct 1 - Supplies	1222-1225-34-17000	7.68
Val Verde County Tax A/C- Auto	EJE7Z80VR653R	01/29/2020	Pct 1 - State Inspection	1222-1225-34-17000	7.50
Holt Company of Texas	PIMS0700624	01/29/2020	Pct 1 - Parts	1222-1225-34-17000	269.32
Unifirst Corporation	8232744661	02/03/2020	Pct 1 - Jacket	1222-1225-34-17000	46.80
Unifirst Corporation	8232745202	02/03/2020	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	37.20
Fleetcor Technologies	NPS7704563-1	02/03/2020	Pct 1 - Fuel	1222-1225-34-17000	2,569.04
Alamo Asphalt Products Inc.	001/6469	02/04/2020	Pct 1 - Asphalt	1222-1225-34-17000	200.00
Alamo Asphalt Products Inc.	001/6469	02/04/2020	Pct 1 - Asphalt	1222-1225-34-17000	21,175.00
Orange Designs Sign & Graphic ...	1667	02/06/2020	Pct 1 - Signs	1222-1225-34-17000	667.00
Orange Designs Sign & Graphic ...	1667	02/06/2020	Pct 1 - Signs	1222-1225-34-17000	75.00
City of Del Rio	286119	02/06/2020	Pct 1 - Landfill	1222-1225-34-17000	52.20
McCoy's	8849299	02/06/2020	Pct 1 - Supplies	1222-1225-34-17000	112.00
Unifirst Corporation	8232746176	02/10/2020	Pct 1 - Uniforms	1222-1225-34-17000	37.20
O'Reilly Auto Parts	0568-320160	02/11/2020	Pct 1 - Parts	1222-1225-34-17000	59.76
			Department 1225 - Road & Bridge Precinct 1 Total:		**26,899.20**
Department: 1226 - Road & Bridge Precinct 2					
Cooper Equipment Co.	WS19571	01/08/2020	Pct 2 - Storage Tank Repairs	1222-1226-34-17000	1,353.52
Card Service Center	2134-109.44	01/14/2020	Pct 2 - Hotel	1222-1226-34-16200	109.44
Card Service Center	0147-722.89	01/17/2020	Pct 2 - Commercial Charger	1222-1226-34-17000	722.89
Card Service Center	0147-266.90	01/21/2020	Pct 2 - Rain Suits	1222-1226-34-17000	35.99
Card Service Center	0147-266.90	01/21/2020	Pct 2 - Rain Suits	1222-1226-34-17000	39.94
Card Service Center	0147-266.90	01/21/2020	Pct 2 - Rain Suits	1222-1226-34-17000	51.99
Card Service Center	0147-266.90	01/21/2020	Pct 2 - Rain Suits	1222-1226-34-17000	90.00
Card Service Center	0147-266.90	01/21/2020	Pct 2 - Rain Suits	1222-1226-34-17000	48.98
Pico Propane Operating	06580750-I	01/23/2020	Pct 2 - Fuel	1222-1226-34-17000	14.00
City of Del Rio	283831	01/23/2020	Pct 2 - Landfill	1222-1226-34-17000	0.45
Del Rio Welders Equip.	D660971	01/25/2020	Pct 2 - Cylinders	1222-1226-34-17000	16.11
Sunny Faz	01/28/20	01/28/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Candelario Montalvo	01/28/2020	01/28/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Grande Truck Center	1820001	01/28/2020	Pct 2 - Parts	1222-1226-34-17000	136.51
Daniel Flores	1/30/2020	01/30/2020	Pct 2 - Meals	1222-1226-34-16200	28.00
Unifirst Corporation	8232745203	02/03/2020	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	42.79
Del Rio Welders Equip.	D663469	02/03/2020	Pct 2 - Striker	1222-1226-34-17000	24.90
O'Reilly Auto Parts	0568-318611	02/04/2020	Pct 2 - Supplies	1222-1226-34-17000	49.99
Pro Auto Supply	462324	02/04/2020	Pct 2 - Parts	1222-1226-34-17000	39.43
Villarreals Express Lube	005346	02/05/2020	Pct 2 - State Inspection	1222-1226-34-17000	7.00
Villarreals Express Lube	005349	02/05/2020	Pct 2 - State Inspection	1222-1226-34-17000	7.00
O'Reilly Auto Parts	0568-318870	02/05/2020	Pct 2 - Parts	1222-1226-34-17000	10.99
Sanchez Tire Shop	14895	02/05/2020	Pct 2 - Tire Repair	1222-1226-34-17000	12.00
Russell True Value	459400	02/05/2020	Pct 2 - Material	1222-1226-34-17000	19.99
Val Verde County Tax A/C- Auto	8KL7T72W48D37	02/05/2020	Pct 2 - State Inspection	1222-1226-34-17000	7.50
Val Verde County Tax A/C- Auto	9JEAZDWVU773U	02/05/2020	Pct 2 - State Inspection	1222-1226-34-17000	7.50
O'Reilly Auto Parts	0568-319116	02/06/2020	Pct 2 - Parts	1222-1226-34-17000	35.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Hesselbein Tire Sowthwest, Inc.	I903001300	02/06/2020	Pct 2 - Tires	1222-1226-34-17000	551.50
Juan C Vazquez	02/11/20	02/11/2020	Pct 2 - Meals/Mileage	1222-1226-34-16200	204.70
Juan C Vazquez	02/11/20	02/11/2020	Pct 2 - Meals/Mileage	1222-1226-34-16200	80.00
			Department 1226 - Road & Bridge Precinct 2 Total:		**3,805.09**
Department: 1227 - Road & Bridge Precinct 3					
Cooper Equipment Co.	WS19571	01/08/2020	Pct 3 - Storage Tank Repairs	1222-1227-34-17000	1,353.52
Phesco International Llc	1983	01/21/2020	Pct 3 - Pyrocide 300	1222-1227-34-17000	676.00
Del Rio Welders Equip.	D660971	01/25/2020	Pct 3 - Cylinders	1222-1227-34-17000	16.11
W&W Trucking	10149	01/28/2020	Pct 3 - Dumpster	1222-1227-34-17000	55.00
Cirilo J. Arriola	1073	01/28/2020	Pct 3 - Repairs	1222-1227-34-17000	45.00
Unifirst Corporation	8232744441	01/28/2020	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	44.74
Jose Galvan	01/29/2020	01/29/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Eric Nalls	1/29/2020	01/29/2020	Pct 3 - Meals	1222-1227-34-16200	28.00
Pro Auto Supply	461751	01/29/2020	Pct 3 - Battery	1222-1227-34-17000	237.33
Del Rio Welders Equip.	D663366	01/29/2020	Pct 3 - Maintenance	1222-1227-34-17000	8.60
Big Tex- TruckFitters	74768	01/30/2020	Cap Exp - Pct 3 - Gooseneck Trlr	1222-1227-40-17240	10,745.00
Vulcan Materials Co.	62051970	01/31/2020	Pct 3 - LRA Premix TY D	1222-1227-34-17010	1,400.78
Unifirst Corporation	8232745406	02/04/2020	Pct 3 - Uniforms/Supplis	1222-1227-34-17000	44.74
			Department 1227 - Road & Bridge Precinct 3 Total:		**14,682.82**
Department: 1228 - Road & Bridge Precinct 4					
O'Reilly Auto Parts	0568-311921	01/07/2020	Pct 4 - Parts	1222-1228-34-17000	65.39
Cooper Equipment Co.	WS19571	01/08/2020	Pct 4 - Storage Tank Repairs	1222-1228-34-17000	1,353.52
Del Rio Welders Equip.	D660971	01/25/2020	Pct 4 - Cylinders	1222-1228-34-17000	16.11
Carlos D. Villarreal	4300	01/29/2020	Pct 4 - Repairs	1222-1228-34-17000	105.00
T.J. Moore Lumber	469077	01/29/2020	Pct 4 - Supplies	1222-1228-34-17000	103.48
McCoy's	8849095	01/29/2020	Pct 4 - Supplies	1222-1228-34-17000	124.44
Pico Propane Operating	06582817-I	01/30/2020	Pct 4 - Fuel	1222-1228-34-17000	365.99
Pico Propane Operating	06582817-I	01/30/2020	Pct 4 - Fuel	1222-1228-34-17000	2,034.12
Unifirst Corporation	8232744803	01/30/2020	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	45.12
McCoy's	8849104	01/30/2020	Pct 4 - Supplies	1222-1228-34-17000	350.41
T.J. Moore Lumber	469299	01/31/2020	Pct 4 - Materials	1222-1228-34-17000	36.59
Carlos D. Villarreal	2527	02/03/2020	Pct 4 - Repairs	1222-1228-34-17000	45.00
Val Verde County	496	02/04/2020	Pct 4 - Towels/Tissue	1222-1228-34-17000	82.70
Val Verde County	496	02/04/2020	Pct 4 - Towels/Tissue	1222-1228-34-17000	36.54
Russell True Value	459365	02/05/2020	Pct 4 - Material	1222-1228-34-17000	39.98
Villarreals Express Lube	005451	02/06/2020	Pct 4 - Oil Change	1222-1228-34-17000	260.00
Carlos D. Villarreal	4338	02/06/2020	Pct 4 - Repairs	1222-1228-34-17000	40.00
Unifirst Corporation	8232745769	02/06/2020	Pct 4 - Uniforms	1222-1228-34-17000	45.12
Russell True Value	459510	02/10/2020	Pct 4 - Material	1222-1228-34-17000	60.98
			Department 1228 - Road & Bridge Precinct 4 Total:		**5,210.49**
Department: 1230 - 83rd District Court					
Xerox	099109209	01/01/2020	83rd - Prints	1111-1230-31-16000	12.03
Card Service Center	0147-192.32	01/10/2020	83rd - Binder	1111-1230-31-16000	82.99
Card Service Center	0147-192.32	01/10/2020	83rd - Binder	1111-1230-31-16000	33.77
Card Service Center	0147-192.32	01/10/2020	83rd - Binder	1111-1230-31-16000	15.98
Card Service Center	0147-192.32	01/10/2020	83rd - Binder	1111-1230-31-16000	29.05
Card Service Center	0147-192.32	01/10/2020	83rd - Binder	1111-1230-31-16000	30.53
Amistad Snack & Coffee Service	6346	01/10/2020	83rd - Coffee	1111-1230-31-16000	112.00
Amistad Snack & Coffee Service	6346	01/10/2020	83rd - Coffee	1111-1230-31-16000	16.50
DS Waters of America Inc	11089708020820	02/08/2020	83rd - Water	1111-1230-31-16000	2.63
US Postmaster	02/29/2020	02/29/2020	83rd - Box Rental	1111-1230-31-16000	113.00
			Department 1230 - 83rd District Court Total:		**448.48**
Department: 1231 - Risk Management					
Card Service Center	0147-359.96	01/23/2020	RM - Software	1111-1231-30-16000	359.96
Amistad Snack & Coffee Service	6361	01/29/2020	RM - Coffee	1111-1231-30-16000	21.67
Southern Computer Warehouse	IN-000623531	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89
Southern Computer Warehouse	IN-000623565	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89
Southern Computer Warehouse	IN-000623565	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89
Southern Computer Warehouse	IN-000623565	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Southern Computer Warehouse	IN-000623565	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89
Southern Computer Warehouse	IN-000623565	01/30/2020	RM - Cartridges	1111-1231-30-16000	107.89
Xerox	099395370	02/01/2020	RM - Prints	1111-1231-30-16000	11.01
Xerox	099395370	02/01/2020	RM - Copier	1111-1231-30-17065	73.94
DS Waters of America Inc	11089708020820	02/08/2020	RM - Water	1111-1231-30-16000	7.90
US Postmaster	02/11/20	02/11/2020	RM - Postage	1111-1231-30-16022	220.00
				Department 1231 - Risk Management Total:	**1,341.82**
Department: 1235 - Constable 3					
Martel Electronics Inc.	311318A	11/05/2019	Const 3 - Repairs	1111-1235-33-16000	450.00
				Department 1235 - Constable 3 Total:	**450.00**
Department: 1247 - Community Center					
Card Service Center	0196-109.44	01/14/2020	Comm Cntr - Hotel	1111-1247-37-16200	109.44
DS Waters of America Inc	11089708020820	02/08/2020	Comm Cntr - Water	1111-1247-37-16000	2.63
				Department 1247 - Community Center Total:	**112.07**
Department: 1248 - Human Resources					
Amistad Snack & Coffee Service	6361	01/29/2020	HR - Coffee	1111-1248-30-16000	21.67
Quill Corporation	4411205	01/30/2020	HR - Office	1111-1248-30-16210	107.97
Xerox	099395370	02/01/2020	HR - Prints	1111-1248-30-16000	11.01
Xerox	099395370	02/01/2020	HR - Copier	1111-1248-30-16415	73.94
DS Waters of America Inc	11089708020820	02/08/2020	HR - Water	1111-1248-30-16000	7.90
				Department 1248 - Human Resources Total:	**222.49**
Department: 1250 - District Attorney					
Amistad Snack & Coffee Service	6332	12/18/2019	DA - Coffee	1111-1250-31-16001	112.00
Card Service Center	1870-725.40	01/12/2020	DA - Hotel	1111-1250-31-16201	725.40
Quill Corporation	4268792	01/24/2020	DA - Supplies	1111-1250-31-16001	56.09
Lone Star Copiers	132588	01/29/2020	DA - Copier	1111-1250-31-16001	293.18
Dell Marketing L.P.	10372071962	02/02/2020	Cap Exp - DA - Comp/Server	1111-1250-31-16009	2,796.65
Fleetcor Technologies	NP57704563	02/03/2020	DA - Fuel	1111-1250-31-16001	75.12
DS Waters of America Inc	11089708020820	02/08/2020	DA - Water	1111-1250-31-16001	7.98
				Department 1250 - District Attorney Total:	**4,066.42**
Department: 1261 - Animal Control					
Home Depot Dept 32-2540929...	3972168	01/15/2020	Animal Cntrl - Material	1111-1261-30-16401	1,735.38
Home Depot Dept 32-2540929...	W945353052	01/15/2020	Animal Cont - Prep Table	1111-1261-30-16401	169.00
McCoy's	8848789	01/17/2020	Animal Cont - PVC	1111-1261-30-16401	159.46
McCoy's	8848792	01/17/2020	Animal Cont - Supplies	1111-1261-30-16401	279.92
McCoy's	8848936	01/23/2020	Animal Cont - PVC	1111-1261-30-16401	29.72
McCoy's	8849029	01/28/2020	Animal Cont - PVC	1111-1261-30-16401	118.85
McCoy's	8849075	01/29/2020	Animal Cont - Supplies	1111-1261-30-16401	9.38
Home Depot Dept 32-2540929...	9012450	01/29/2020	Animal Cont - Materials	1111-1261-30-16401	334.95
Home Depot Dept 32-2540929...	9092496	01/29/2020	Anml Cntrl - Credit Memo	1111-1261-30-16401	-38.87
Home Depot Dept 32-2540929...	9092497	01/29/2020	Anml Cntrl - Credit Memo	1111-1261-30-16401	-301.81
Home Depot Dept 32-2540929...	9610284	01/29/2020	Animal Cont - Material	1111-1261-30-16401	94.91
Home Depot Dept 32-2540929...	8024228	01/30/2020	Animal Cont - Materials	1111-1261-30-16401	107.83
McCoy's	8849129	01/30/2020	Animal Cont - Supplies	1111-1261-30-16401	6.16
McCoy's	8849192	02/03/2020	Animal Cont - Supplies	1111-1261-30-16401	2.85
McCoy's	8849200	02/03/2020	Animal Cntrl - PVC	1111-1261-30-16401	8.15
Home Depot Dept 32-2540929...	2012968	02/05/2020	Animal Cont - Materials	1111-1261-30-16401	96.22
McCoy's	8849249	02/05/2020	Animal Cont - Supplies	1111-1261-30-16401	2.10
McCoy's	8849270	02/05/2020	Animal Cntrl - PVC	1111-1261-30-16401	12.09
				Department 1261 - Animal Control Total:	**2,826.29**
Department: 1300 - Non-Departmental Expense					
Sheriffs Association of Texas	02/03/2020	02/03/2020	Sheriff - Membership Dues	1111-1300-30-16440	950.00
Southwestern Border Sheriff's ...	02/04/2020	02/04/2020	Sheriff - Membership Dues	1111-1300-30-16440	200.00
Val Verde County Payroll Cleari...	02/21/2020	02/18/2020	Payroll Transfer	1111-1300-41-17510	433,679.70
				Department 1300 - Non-Departmental Expense Total:	**434,829.70**
Department: 1400 - Capital Expenditures					
Dell Marketing L.P.	10372071962	02/02/2020	Cap Exp - DA - Comp/Server	1111-1400-40-16009	1,100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Advanced Connections, Inc.	32752	02/07/2020	Cap Exp - IT - Cable Upgrade	1111-1400-40-16009	20,070.00
				Department 1400 - Capital Expenditures Total:	**21,170.00**
Department: 3900 - Court Costs					
Texas Parks and Wildlife	A8262548-1	12/02/2019	JP 3 - 020739	3999-3900-00-16000	85.00
Texas Parks and Wildlife	A8318502	12/02/2019	JP 3 - 021470	3999-3900-00-16000	94.35
Texas Parks and Wildlife	A8260975-2	12/05/2019	JP 3 - 020681	3999-3900-00-16000	21.25
Texas Parks and Wildlife	A8318467	12/05/2019	JP 3 - 022162	3999-3900-00-16000	289.05
Del Rio News Herald	34763	12/10/2019	Public Notice	3555-3900-00-16000	163.00
Texas Parks and Wildlife	A8318502-1	12/17/2019	JP 3 - 021470	3999-3900-00-16000	20.40
Texas Parks and Wildlife	A8319742	12/18/2019	JP 3 - 022172	3999-3900-00-16000	85.00
Texas Parks and Wildlife	A80202163	12/19/2019	JP 3 - 019669	3999-3900-00-16000	42.50
Texas Parks and Wildlife	A83320068-1	12/26/2019	JP 4 - 19-4056	3999-3900-00-16000	341.70
Texas Parks and Wildlife	A8319754	01/08/2020	JP 3 - 022334	3999-3900-00-16000	170.00
Texas Parks and Wildlife	A8264007	01/27/2020	JP 3 - 021308	3999-3900-00-16000	85.00
				Department 3900 - Court Costs Total:	**1,397.25**
Department: 4444 - 4444					
New York Life Insurance Co.	01/29/2020	01/29/2020	Insurance	1444-4444-31-12070	1,581.69
Washington National Ins Co	P1989586	02/02/2020	Insurance	1444-4444-31-12070	5,080.11
Eyetopia PPA LLC	02/05/2020	02/05/2020	Insuance	1444-4444-31-12070	2,442.00
Texas County & District Retirem...	INV0005065	02/07/2020	Retirement (County)	1444-4444-30-12130	80,069.05
Wilco Life Insurance Company	03/01/2020	03/01/2020	Insurance	1444-4444-31-12070	26.00
				Department 4444 - 4444 Total:	**89,198.85**
				Grand Total:	**817,302.56**

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Report Summary

Fund Summary

Fund	Expense Amount
1111 - General Fund	597,652.78
1222 - Balance Road & Bridge	104,862.48
1444 - Payroll Clearing County	89,198.85
1705 - Hot Check - County Attorney	115.50
1707 - Technology Fund - County n District Clerk	1,200.00
1727 - Law Library.	68.00
1734 - HOT Fund	4,800.00
2666 - Grants	18,007.70
3555 - District Clerk Court Costs	163.00
3999 - JP 1-4 Court Costs	1,234.25
Grand Total:	**817,302.56**

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Sup...	23.88
1111-1200-30-16200	County Judge - Travel and...	851.28
1111-1200-30-16420	County Judge - Emergency..	7.00
1111-1200-30-16425	County Judge - Copier Exp...	27.83
1111-1201-30-16000	County Clerk - Office Suppl..	33.06
1111-1201-30-16200	County Clerk - Travel and ...	411.70
1111-1201-30-16305	County Clerk - Copier Exp...	921.04
1111-1203-30-16200	Veteran's Office - Travel a...	35.42
1111-1203-30-16415	Veterans Office - Copier E...	254.59
1111-1203-30-16500	Veteran's Office - Rent	900.00
1111-1203-30-76370	Veterans Office - Mainten...	383.35
1111-1204-31-16000	63rd District Court - Office..	3.45
1111-1204-31-16460	63rd District Court - Jurors	58.13
1111-1204-31-16475	63rd District Court - Copie...	42.50
1111-1205-31-16000	District Clerk - Office Supp...	1,127.37
1111-1205-31-16413	District Clerk - Software ...	75.00
1111-1205-31-16415	District Clerk - Copier Exp...	684.39
1111-1206-31-16200	Justice of the Peace #1 - T...	38.64
1111-1207-31-16000	Justice of the Peace #2 - O...	36.62
1111-1207-31-16200	Justice of the Peace #2 - T...	185.72
1111-1207-31-16415	Justice of the Peace #2 - C...	173.89
1111-1208-31-16000	Justice of the Peace #3 - O...	511.44
1111-1210-31-16000	Court At Law - Office Supp..	138.16
1111-1210-31-16200	Court At Law - Travel and ...	387.64
1111-1210-31-16415	Court At Law - Copier Exp...	187.14
1111-1211-31-16000	County Attorney - Office ...	179.86
1111-1211-31-16315	County Attorney - Copier ...	254.23
1111-1212-30-16000	County Auditor - Office S...	275.73
1111-1212-30-16200	County Auditor - Travel a...	848.63
1111-1212-30-16415	County Auditor - Copier E...	492.70
1111-1212-30-16500	County Auditor - Rent	7,500.00
1111-1213-30-16000	County Treasurer - Office ...	496.60
1111-1213-30-16200	County Treasurer - Travel ...	423.20
1111-1213-30-16500	County Treasurer - Rent	1,000.00
1111-1214-30-16000	Tax Assessor Collector - Of..	2,366.89
1111-1215-30-16000	IT Department - Office Su...	1,250.60
1111-1215-30-16200	IT Department - Travel an...	2,500.00
1111-1215-30-16500	IT Department - Rent	450.00
1111-1215-30-17061	IT Department - Auto Exp...	112.42
1111-1216-30-16000	Purchasing Department - ...	453.83
1111-1216-30-16415	Purchasing Department - ...	73.93
1111-1217-30-16000	County Agent - Office Sup...	179.12
1111-1217-30-16201	County Agent - Fuel	239.82

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Account Summary

Account Number	Account Name	Expense Amount
1111-1217-30-16202	County Agent - Travel - Gr...	508.63
1111-1217-30-16203	County Agent - Travel - R...	250.57
1111-1217-30-16205	County Agent - Equipment..	1.53
1111-1217-30-16415	County Agent - Copier Ex...	186.53
1111-1218-36-16000	County Library - Office Su...	705.58
1111-1218-36-16415	County Library - Copier Ex...	175.87
1111-1218-36-16680	County Library - Books	3,657.89
1111-1219-33-16000	Rural Fire & EMS - Office ...	293.29
1111-1220-37-16300	Parks and Building Maint...	937.59
1111-1220-37-16311	Parks and Building Maint...	82.36
1111-1220-37-16330	Parks and Building Maint...	4,910.81
1111-1220-37-16480	Parks and Building Maint...	4,753.50
1111-1220-37-16503	Parks and Building Maint...	15,331.27
1111-1220-37-16520	Parks and Building Maint...	318.37
1111-1221-33-16200	Sheriff's Department - Tra...	1,714.32
1111-1221-33-16451	Sheriff's Department - A...	568.20
1111-1221-33-16560	Sheriff's Department - Uni...	5,966.65
1111-1221-33-16600	Sheriff's Department - Op...	3,707.40
1111-1221-33-17061	Sheriff's Department - Au...	8,554.38
1111-1223-30-16414	Other - Computer Mainte...	17,054.61
1111-1223-30-16510	Other - Inventory	1,299.00
1111-1223-30-16710	Other - Surveyor Rent	100.00
1111-1223-30-16720	Other - Grant Funds	1,684.82
1111-1223-30-16740	Other - Advertising	2,502.00
1111-1223-30-16760	Other - Autopsy and Men...	1,700.00
1111-1223-30-16770	Other - Trappers Salary	2,083.33
1111-1223-30-16820	Other - Contingencies	2,721.35
1111-1223-31-16780	Other - Attorney's Other	21,986.36
1111-1223-35-16660	Other - Child Welfare	237.50
1111-1223-35-16670	Other - County Welfare	95.00
1111-1223-35-17020	Other - Food Bank	1,500.00
1111-1230-31-16000	83rd District Court - Office..	448.48
1111-1231-30-16000	Risk Management - Office...	1,047.88
1111-1231-30-16022	Risk Management - Posta...	220.00
1111-1231-30-17065	Risk Management - Copier..	73.94
1111-1235-33-16000	Constable Pct. #3 - Office ...	450.00
1111-1247-37-16000	Community Center - Offic...	2.63
1111-1247-37-16200	Community Center - Trave..	109.44
1111-1248-30-16000	Human Resources - Office...	40.58
1111-1248-30-16210	Staff Development/Promo..	107.97
1111-1248-30-16415	Human Resources - Copier	73.94
1111-1250-31-16001	District Attorney - Office ...	544.37
1111-1250-31-16009	District Attorney - Capital ...	2,796.65
1111-1250-31-16201	District Attorney - Travel ...	725.40
1111-1261-30-16401	Animal Control Building	2,826.29
1111-1300-30-16440	Non-Departmental - Me...	1,150.00
1111-1300-41-17510	Transfers to Payroll Cleari...	433,679.70
1111-1400-40-16009	Capital Expenditures	21,170.00
1222-1224-34-16010	Road and Bridge - Copier ...	78.44
1222-1224-41-16005	Transfer for Payroll	54,186.44
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	26,899.20
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	478.14
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	3,326.95
1222-1227-34-16200	Road and Bridge Pct. #3 - ...	56.00
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	2,481.04
1222-1227-34-17010	Road and Bridge Pct. #3 - ...	1,400.78
1222-1227-40-17240	Road and Bridge Pct. #3 - ...	10,745.00
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	5,210.49

Account Summary

Account Number	Account Name	Expense Amount
1444-4444-30-12130	A/P Retirement	80,069.05
1444-4444-31-12070	A/P Insurance	9,129.80
1705-1211-31-16000	Hot Check County Attorn...	115.50
1707-1111-31-16000	Tech Fund Co & Dist Clerk ...	1,200.00
1727-1111-31-16000	Law Library - Expenses	68.00
1734-1111-36-16000	HOT Fund - Expenses	4,800.00
2666-1000-31-26085	Southwest Border Initiati...	440.70
2666-1026-34-26460	TCDBG #7218026 General...	8,800.00
2666-1074-31-26170	Contractual and Professi...	8,767.00
3555-3900-00-16000	District Clerk Court Costs -...	163.00
3999-3900-00-16000	JP #1-4 Court Costs - Exp...	1,234.25
	Grand Total:	**817,302.56**

Project Account Summary

Project Account Key	Expense Amount
None	817,302.56
Grand Total:	**817,302.56**

Racial Profiling Report | Full

#11

Reporting Date: 02/13/2020

Agency Name: VAL VERDE CO. CONST. PCT. 3
TCOLE Agency Number: 465103

Chief Administrator: STEPHEN C. BERG

Agency Contact Information:
Phone: (830) 774-7511
Email: sberg@valverdecounty.texas.gov

Mailing Address:
309 Mill Street Suite B
DEL RIO, TX 78840

This Agency filed a full report

VAL VERDE CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the VAL VERDE CO. CONST. PCT. 3from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the VAL VERDE CO. CONST. PCT. 3if the individual believes that a peace officer employed by the VAL VERDE CO. CONST. PCT. 3has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the VAL VERDE CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the VAL VERDE CO. CONST. PCT. 3 policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
a.) the race or ethnicity of the individual detained;
b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
a.) the Commission on Law Enforcement; and
b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: STEPHEN C. BERG, Constable

Date: 02/13/2020

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Total stops: 172

Gender	
Female	67
Male	105
Race / Ethnicity	
Black	7
Asian / Pacific Islander	0
Hispanic / Latino	58
White	106
Alaska Native / American	1
Was race or ethnicity known prior to stop?	
Yes	0
No	172
Reason for stop?	
Violation of law	3
Preexisting knowledge	0
Moving traffic violation	114
Vehicle traffic violation	8
Street address or approximate location of the stop	
City street	95
US highway	51
County road	15
State highway	11
Private property or other	0
Was a search conducted?	
Yes	0
No	0
Reason for Search?	
consent	0
contraband	0
probable	0
inventory	0

ncident to arrest	0

Was Contraband discovered?

Yes	0
No	0

Description of contraband

Drugs	0
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0

Result of the stop

Verbal warning	47
Written warning	33
Citation	92
Written warning and arrest	0
Citation and arrest	0
Arrest	0

Arrest based on

Violation of Penal Code	0
Violation of Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	0

Was physical force resulting in bodily injury used during stop?

Yes	0
No	0

Submitted electronically to the

The Texas Commission on Law Enforcement

#14

RESOLUTION

WHEREAS The Val Verde County Commissioners Court finds it is in the best interest of the Citizens of Val Verde County to grant permission to the District Attorney of the 63rd Judicial District to apply to renew the Border Prosecution Unit Grant to be Operated for the period of 9/1/2020 – 8/31/2021; and

WHEREAS The Val Verde County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds for the Border Prosecution Unit Grant, the Val Verde County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS The Val Verde County Commissioners Court designated the Val Verde County Judge as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject and alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Val Verde County Commissioners Court approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor Criminal Justice Division.

Approved this 19th day of February, 2020 by the Val Verde County Commissioners Court.

Lewis G. Owens Jr.
Val Verde County Judge

Attest:

Generosa G. Ramon
County Clerk

COMMISSIONER'S COURT
VAL VERDE COUNTY, TEXAS

Grant Number 2537710

#15

KEEPING FAMILIES SAFE

FAMILY VIOLENCE PREVENTION & INTERVENTION

TOPICS

Family violence dynamics, law enforcement response, prosecution best practices, court procedures, protective orders, and local resources

WHERE

Val Verde County Court at Law
400 Pecan Street, 2nd Floor
Del Rio, TX 78840

WHEN

March 10, 2020 – 9:00 am to 4:00 pm

FREE CONTINUING EDUCATION HOURS

5.00 credit hours (Pending)
TCOLE, MCLE

LUNCH WILL BE SERVED
RSVP

By: 3/4/20 – email: pgonzalez@valverdecounty.texas.gov

Presented by:
Texas Office of Court Administration

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#16

ArchiveSocial
P.O. Box 3330
Durham, NC 27702 US
(888) 558-6032
invoicing@archivesocial.com
http://archivesocial.com

Quote

ADDRESS
Val Verde County, TX

QUOTE # 7049
DATE 02/12/2020

ACTIVITY	QTY	RATE	AMOUNT
Archive - Economy - 199 - 10 One month of ArchiveSocial Economy package. Archiving of up to 1000 new records per month and 10 social media accounts.	7	199.00	1,393.00

Formal Quote for ArchiveSocial Service (Economy)
Service Dates: 3/1/20 - 9/30/20
*All quotes and invoices are issued in USD

TOTAL **$1,393.00**

Accepted By

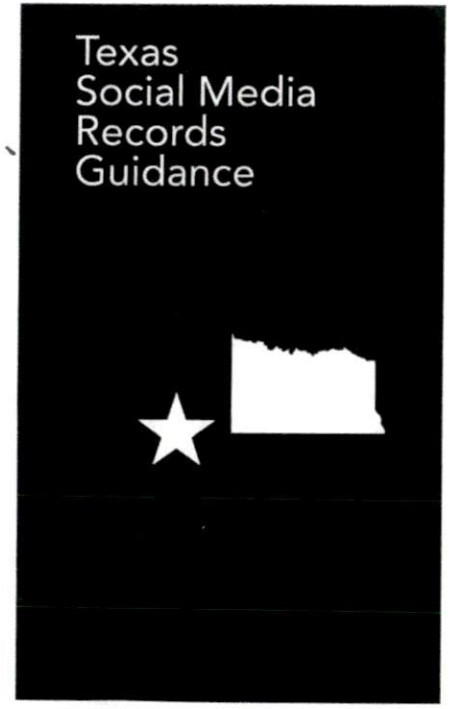
Accepted Date

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ArchiveSocial



Texas Public Information Act

- The general forms in which the media containing public information exist include a book, paper, letter, document, **e-mail, internet posting, text message, instant message, other electronic communication**, printout, photograph, film, tape, microfiche, microfilm, photostat, sound recording, map, and drawing and a voice, data, or video representation held in computer memory.

Guidance from the Texas Department of Information Resources

- **Content posted by the agency or the public on an agency's social media website is a state record** (Government Code, Section 441.180(11)), **and is subject to State Records Retention requirements in Government Code** Chapter 441, Subchapter L, 441.180-205.

Excerpt from **DIR Social Media Resource Guide**, page 14
http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Social%20Media%20Resource%20Guide.pdf

ArchiveSocial

Why do we need an archiving solution – is there another way to do this?

"Facebook has no records management capability."



JERRY LUCENTE-KIRKPATRICK
Formerly State Records Analyst
State of Arizona

Other methods don't capture the content we need.

- We cannot rely on the social networks to archive for us.
  - The social networks do not provide user comments or revisions to content (edited, deleted, and hidden content) in their download features
  - The social networks are not bound to public records laws, and have no legal obligation to retain records
- We cannot rely on "manual" archiving, or screenshots
  - Screenshots are only a snapshot in time, do not capture deleted or revised content, and are not searchable
  - Screenshots have no metadata attached to them, and are not effective in court
- We cannot just make our social media "one-way"
  - There's no way to consistently block users from generating content on our social media pages
  - For example, on Facebook, we cannot disable users' ability to comment on our posts

ArchiveSocial

How much does it cost, and what is involved with implementation?

"I can't even begin to explain how much simpler and easier ArchiveSocial has made things. It's not something I even have to think about now."



SGT. CHRISTOPHER FULCHER
Chief Technology Officer
Vineland, NJ Police Department

- Pricing is fully transparent and designed to fit into discretionary budgets.
  - 90% of agencies are priced under $5000 per year, and under $2400 for us
  - The pricing is based on average monthly record counts
- Most agencies fully connect in 20 minutes.
  - The system is cloud-based, and all it requires is connecting our social media accounts
  - No IT resources are required
- ArchiveSocial never has access to our social network passwords, and can only "read" our content.

ArchiveSocial

Why ArchiveSocial?

"ArchiveSocial's functionality, ease-of-use, compliance, and reporting features are better than their competitors. I was impressed by how simple it was to add accounts and to pull up records. Brilliant!"



DAVID BRAUHN
Communications Manager
City of Walla Walla, WA

- The industry leader- working with more than 2,500 agencies nationwide.



From small towns to the largest agencies, including NYC, Chicago, Pima County, **Dallas, Austin, and Travis County**



Currently working with hundreds of agencies throughout Texas, including Gaines County, Chambers County, Erath County, Waller County, and Hood County

- It gives us the highest level of compliance.



ArchiveSocial preserves more content than any other solution



Search and replay features that enable us to easily respond to records requests

- They are in the top 1% of customer satisfaction scores for software companies, with a US-based customer support team ready to assist us.

ArchiveSocial

#7

TREASURER'S REPORT

JANUARY 2020

VOL. 56 PG. 690

AARON D. RODRIGUEZ

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

ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of FEBRUARY 2019.

Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 19th day of February, 2020.

Lewis G. Owens, Jr., County Judge

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VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that February 19th, 2020 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for JANUARY 2019, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 19th day of February, 2020

HONORABLE LEWIS G. OWENS, JR.
COUNTY JUDGE

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1

HONORABLE JUAN C. VAZQUEZ
COUNTY COMMISSIONER, PCT. 2

HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3

HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by LEWIS G. OWENS, JR., County Judge and County Commissioners of Val Verde County, each respectively, on this 19th day of February, 2020

COMMISSIONER'S COURT VAL VERDE COUNTY, TEXAS

HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK

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Val Verde County, TX

Detail Report
Account Summary
Date Range: 01/01/2020 - 01/31/2020

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	501,695.08	-151,771.33	8,544,812.65	8,696,583.98	349,923.75
1111-1111-00-11031	Cash - Texpool	2,087,974.05	728,614.29	1,102,616.40	374,002.11	2,816,588.34
1111-1111-00-11241	Cash - Texas Class	7,469,944.28	10,175.99	10,175.99	0.00	7,480,120.27
	Total Fund: 1111 - General Fund:	**10,059,613.41**	**587,018.95**	**9,657,605.04**	**9,070,586.09**	**10,646,632.36**
Fund: 1133 - SL 179						
1133-1111-00-11160	Cash - SL79	155,372.45	21.01	21.01	0.00	155,393.46
	Total Fund: 1133 - SL 179:	**155,372.45**	**21.01**	**21.01**	**0.00**	**155,393.46**
Fund: 1134 - Library Construction						
1134-1111-00-21115	Cash - Library Construction	182,440.09	-22.49	0.00	22.49	182,417.60
	Total Fund: 1134 - Library Construction:	**182,440.09**	**-22.49**	**0.00**	**22.49**	**182,417.60**
Fund: 1177 - Tax Note 2013						
1177-1111-00-11000	Cash - 2013 Tax Note	4,357.46	0.62	0.62	0.00	4,358.08
	Total Fund: 1177 - Tax Note 2013:	**4,357.46**	**0.62**	**0.62**	**0.00**	**4,358.08**
Fund: 1178 - Tax Note 2016						
1178-1111-00-11000	Cash - 2016 Tax Note	311,740.03	42.17	42.17	0.00	311,782.20
	Total Fund: 1178 - Tax Note 2016:	**311,740.03**	**42.17**	**42.17**	**0.00**	**311,782.20**
Fund: 1222 - Balance Road & Bridge						
1222-1111-00-11241	Cash - Texas Class	2,329.61	3.13	3.13	0.00	2,332.74
1222-2222-00-11130	Cash - Road & Bridge Fund - Texas Community Bank	15,737.17	78,650.77	233,390.89	154,740.12	94,387.94
	Total Fund: 1222 - Balance Road & Bridge:	**18,066.78**	**78,653.90**	**233,394.02**	**154,740.12**	**96,720.68**
Fund: 1333 - Interest & Sinking						
1333-3333-00-11031	Cash - Interest & Sinking Fund Texpool	828,930.30	-128,152.30	151,121.95	279,274.25	700,778.00
1333-3333-00-11070	Cash - Interest & Sinking Fund Bank & Trust	15,717.30	1.94	1.94	0.00	15,719.24
1333-3333-00-11071	Cash - Interest and Sinking Bank Trust Money M	0.00	0.00	0.00	0.00	0.00
1333-3333-00-11080	Cash - Interest & Sinking Fund Texas Community	30,776.66	-1,131.51	428,142.74	429,274.25	29,645.15
1333-3333-00-11200	Cash - Interest & Sinking Fund CD	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	**875,424.26**	**-129,281.87**	**579,266.63**	**708,548.50**	**746,142.39**
Fund: 1444 - Payroll Clearing County						
1444-4444-00-11110	Cash - Payroll Clearing Bank & Trust	408,431.80	-239,730.67	1,063,605.12	1,303,335.79	168,701.13
	Total Fund: 1444 - Payroll Clearing County:	**408,431.80**	**-239,730.67**	**1,063,605.12**	**1,303,335.79**	**168,701.13**
Fund: 2666 - Grants						
2666-6666-00-21000	Cash - Border Prosecution 2537703	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21010	Cash - Border Prosecution 2537706	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21015	Cash - Border Prosecution 2537705	0.00	0.00	0.00	0.00	0.00

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Detail Report — **Date Range: 01/01/2020 - 01/31/2020**

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21020	Cash - Help America Vote Act	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21030	Cash - HIDTA Amistad Intell 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21040	Cash - HIDTA Del Rio Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21050	Cash - HIDTA Amistad Intell 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21060	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21070	Cash - HIDTA Del Rio Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21080	Cash - HIDTA Del Rio Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21090	Cash - HIDTA Eagle Pass Task Force 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21100	Cash - HIDTA Eagle Pass Task Force 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21110	Cash - Indigent Defense Grant	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21120	Cash - Local Border Security 2995203	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21130	Cash - Local Border Security 2995202	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21131	Cash - Local Border Security 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21132	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21134	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21136	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21137	Cash - Water Development Board	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21138	Cash - Water Development Bank and Trust	942,000.00	0.00	0.00	0.00	942,000.00
2666-6666-00-21140	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21150	Cash - Office of Justice Bullet Proof Vest	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21160	Cash - Southwest Border Prosecution Initative	28,734.03	-612.00	0.00	612.00	28,122.03
2666-6666-00-21170	Cash - Stonegarden 2016	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21180	Cash - HIDTA - Eagle Pass Task Force 2017	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21190	Cash - Border Prosecution 2537707	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21191	Cash - Stonegarden 2014	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21192	Cash - Stonegarden 2015	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21200	Cash - T.C.D.B.G. #711385	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21210	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21215	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21220	Cash - T.C.D.B.G. #713076	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21230	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21240	Cash - T.C.D.B.G. #713157	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21245	Cash - T.C.D.B.G. #712085	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21250	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21253	Cash - DWI/Drug Court	-33.32	0.00	0.00	0.00	-33.32
2666-6666-00-21254	Cash -T.C.D.B.G. #7215499	0.40	0.00	0.00	0.00	0.40
2666-6666-00-21260	Cash - Texas Depart of Housing & Community Affairs	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21270	Cash - Texas Depart of Tranportation Frontera Road	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21280	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21290	Cash - U.S. Department of Housing & Urban Dev	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21296	Cash -Tx Dept Trans Infrastructure	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21298	Cash - West Gate	910,000.03	0.00	0.00	0.00	910,000.03
2666-6666-00-21300	Cash - Non Reportable Grants	6,263.14	-7,906.13	16,734.30	24,640.43	-1,642.99

Detail Report **Date Range: 01/01/2020 - 01/31/2020**

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
2666-6666-00-21310	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
2666-6666-00-21311	Cash - T.C.D.B.G #7216075	-5,000.00	0.00	0.00	0.00	-5,000.00
2666-6666-00-21312	Cash - NIBRS 3200601	0.00	0.00	0.00	0.00	0.00
	Total Fund: 2666 - Grants:	**1,881,964.28**	**-8,518.13**	**16,734.30**	**25,252.43**	**1,873,446.15**
Fund: 4121 - Val Verde County Auditors Special Account						
4121-1400-00-41000	Cash - County Auditor Special Account	18,694.53	1,203.05	74,747.25	73,544.20	19,897.58
	Total Fund: 4121 - Val Verde County Auditors Special Account:	**18,694.53**	**1,203.05**	**74,747.25**	**73,544.20**	**19,897.58**
	Grand Totals:	**13,916,105.09**	**289,386.54**	**11,625,416.16**	**11,336,029.62**	**14,205,491.63**

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Date Range: 01/01/2020 - 01/31/2020

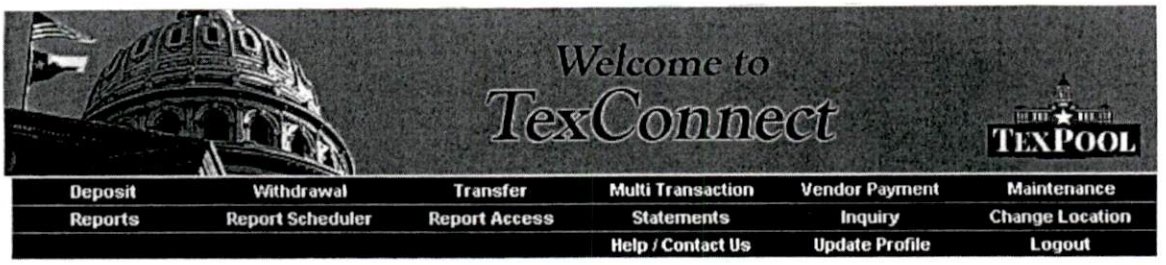
Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	10,059,613.41	587,018.95	9,657,605.04	9,070,586.09	10,646,632.36
1133 - SL 179	155,372.45	21.01	21.01	0.00	155,393.46
1134 - Library Construction	182,440.09	-22.49	0.00	22.49	182,417.60
1177 - Tax Note 2013	4,357.46	0.62	0.62	0.00	4,358.08
1178 - Tax Note 2016	311,740.03	42.17	42.17	0.00	311,782.20
1222 - Balance Road & Bridge	18,066.78	78,653.90	233,394.02	154,740.12	96,720.68
1333 - Interest & Sinking	875,424.26	-129,281.87	579,266.63	708,548.50	746,142.39
1444 - Payroll Clearing County	408,431.80	-239,730.67	1,063,605.12	1,303,335.79	168,701.13
2666 - Grants	1,881,964.28	-8,518.13	16,734.30	25,252.43	1,873,446.15
4121 - Val Verde County Auditors Special	18,694.53	1,203.05	74,747.25	73,544.20	19,897.58
Grand Total:	**13,916,105.09**	**289,386.54**	**11,625,416.16**	**11,336,029.62**	**14,205,491.63**

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FUNDS FOR THE MONTH OF JANUARY 2020	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	133,573.15	0.00	16.38	1,099.26	$132,490.27
TAX COLLECTORS / VIT ESCROW ACCOUNT	248,952.08	22,166.40	137.07	0.00	$271,255.55
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	7,998,455.19	10,897,805.06	2,073.42	17,386,203.11	$1,512,130.56
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	20,120.52	496.60	2.46	2,661.77	$17,957.81
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	250,460.65	0.00	113.22	0.00	$250,573.87
COUNTY CLERK RECORD ARCHIVE FUND	73,982.20	0.00	33.44	0.00	$74,015.64
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	28,590.16	2,775.54	0.00	5,353.93	$26,011.77
DISTRICT CLERK- COURT COST ACCOUNT	9,823.04	7,823.00	0.00	7,890.00	$9,756.04
DISTRICT CLERK- REGISTRY FUND	277,111.35	8,498.44	0.00	7,415.26	$278,194.53
BAIL SECURITY	38,815.82	0.00	17.55		$38,833.37
WELFARE FUND - COUNTY JUDGE	14,887.11	285.00	5.72	248.64	$14,929.19
TOTAL					$2,626,148.60

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



Pool Information

Location: 78328
Val Verde County

$16,984.18

TexPool

Average Monthly rate for January	1.5925%
Average Monthly Dividend Factor for January	0.000043629
Information as of	February 13, 2020
Daily Net Yield	1.5893%
Dividend Factor	0.000043543
7 Day Net Yield	1.59%
Daily Assets	$28,319,871,701.03
Weighted Average Maturity	28 days
Weighted Average Life	87 days
NAV	1.00008

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

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

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

(1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

(2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

(3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$2,293,701.20
MONTHLY INTEREST	10/31/19	10/31/19	$3,361.40		$ 1,464,065.63	$832,996.97
MONTHLY INTEREST	11/30/19	11/30/19	$1,950.70	$1,500,000.00	$ 98,046.45	$2,236,901.22
MONTHLY INTEREST	12/31/19	12/31/19	$3,370.54	$968,187.00	$ 1,120,484.71	$2,087,974.05
MONTHLY INTEREST	01/31/20	01/31/20	$2,616.40	$1,100,000.00	$ 374,002.11	$2,816,588.34
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MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$3,899.70
MONTHLY INTEREST	10/31/19	10/31/19	$145.65	$2,799,434.54	$ -	$2,803,479.89
MONTHLY INTEREST	11/30/19	11/30/19	$2,977.45	$5,874,289.12	$ 5,758,664.00	$2,922,082.46
MONTHLY INTEREST	12/31/19	12/31/19	$3,898.01	$0.00	$ 2,922,082.45	$3,898.02
MONTHLY INTEREST	01/31/20	01/31/20	$3,057.72	$2,921,310.42	$ 2,925,208.43	$3,057.73
MONTHLY INTEREST						
MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000003
Acct Name: ROAD & BRIDGE FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$841.49
MONTHLY INTEREST	10/31/19	10/31/19	$1.28			$842.77
MONTHLY INTEREST	11/30/19	11/30/19	$1.20			$843.97
MONTHLY INTEREST	12/31/19	12/31/19	$43.47	$132,762.00	$ 127,000.00	$6,649.44
MONTHLY INTEREST	01/31/20	01/31/20	$8.99	$0.00	$ -	$6,658.43
MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location: 78328
Acct Nbr: 2331000004
Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$180,561.21
MONTHLY INTEREST	10/31/19	10/31/19	$249.29	$0.00	$ 30,000.00	$150,810.50
MONTHLY INTEREST	11/30/19	11/30/19	$584.87	$519,000.00	$ -	$670,395.37
MONTHLY INTEREST	12/31/19	12/31/19	$1,013.93	$157,521.00	$ -	$828,930.30
MONTHLY INTEREST	01/31/20	01/31/20	$1,121.95	$150,000.00	$ 279,274.25	$700,778.00
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MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4001
Acct Name: GENERAL FUND
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$4,044,435.07
MONTHLY INTEREST	10/31/19	10/31/19	$6,626.95			$4,051,062.02
MONTHLY INTEREST	11/30/19	11/30/19	$8,473.38	$3,400,000.00		$7,459,535.40
MONTHLY INTEREST	12/31/19	12/31/19	$10,408.88	$0.00	$ -	$7,469,944.28
MONTHLY INTEREST	01/31/20	01/31/20	$10,175.99	$0.00	$ -	$7,480,120.27
MONTHLY INTEREST						
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MONTHLY INTEREST						
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

Location:
Acct Nbr: TX-01-0794-4002
Acct Name: ROAD & BRIDGE
Name: VAL VERDE COUNTY
Pool Name: TEXAS CLASS
Pool Nbr:

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$2,319.34
MONTHLY INTEREST	10/31/19	10/31/19	$3.77	$0.00	$ -	$2,323.11
MONTHLY INTEREST	11/30/19	11/30/19	$3.26	$0.00	$ -	$2,326.37
MONTHLY INTEREST	12/31/19	12/31/19	$3.24	$0.00	$ -	$2,329.61
MONTHLY INTEREST	01/31/20	01/31/20	$3.13	$0.00	$ -	$2,332.74
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MONTHLY INTEREST						

ACCOUNT HISTORY REPORT

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

Transaction Description	Settle Date	Transaction Date	Interest	Deposits	Withdrawals	Balance
BEGINNING BALANCE	09/30/19					$0.00
MONTHLY INTEREST	10/31/19	10/31/19	$0.00	$0.00	$ -	$0.00
MONTHLY INTEREST	11/30/19	11/30/19	$0.00			$0.00
MONTHLY INTEREST	12/31/19	12/31/19	$0.00	$0.00	$ -	$0.00
MONTHLY INTEREST	01/31/20	01/31/20	$0.00	$0.00	$ -	$0.00
MONTHLY INTEREST						
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MONTHLY INTEREST						
MONTHLY INTEREST						

#21

BORDER YOUTH SOCCER LEAGUE

February 13, 2020

400 Pecan
P.O Box 4250
Del Rio, Texas 78840

Hector E. Urteaga
115 Glendale Dr.
Del Rio, Texas 78840

To: Mr. Martin Wardlaw

The *BORDER YOUTH SOCCER LEAGUE and its affiliates (players)* respectfully send this letter to Mr. Martin Wardlaw to request the Del Rio Sport Complex. We will need it From March 9 – May 31, 2020. The whole purpose of this petition is to promote the sport, friendship and drug free environment among our young people and their parents as well. If the permission is grated we the league and the whole people who makes this organization possible promises to respect all the rules, directions and beauty of this facility.

Your support to sports, especially ***SOCCER,*** is for the youth in our community to live lives clean and free of drugs.

Sincerely,

President
Hector E. Urteaga
(830)309-4738.

#22

Tally Sheet		
RFQ for Grant Writing and Grant Admin. 2020-2021		
	Esser & Company	**Middle Rio Grande**
1. Tom Garcia	100	56
2. Guillermo Sanchez	100	76
3. Matthew Weinghardt	100	86
Total Score:	300	218

Comm Ct Mtg of. 2/19/20

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#23

QUAD COUNTIES COUNCIL

RFP: FOR OPERATION OF A DOMESTIC VIOLENCE SHELTER

Due Date: February 4, 2020

$ 178,710 00

Proposal from Quad Counties Council on Alcohol and Drug Abuse for the operation of a domestic violence shelter in a building provided by Val Verde County

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TABLE OF CONTENTS

Respondent Information

Statement of Qualifications

History and References for Similar Services

Proposed Services and Staffing

Staffing Pattern

Proposed Budget for Operation of Shelter

Proposed Contribution from Val Verde County

List of Partners, Collaborators, and Other Providers

Respondents General Information

Legal Contractor's Name:	Quad Counties Council on Alcohol and Drug Abuse		
Physical Address:	1401 Las Vacas, Del Rio TX, 78840		
Remit To (Payment) Address:	1401 Las Vacas, Del Rio TX, 78840		
Enter one of the following:	☐ Texas Identification Number (TIN): ☒ Federal Employer Identification Number (FEIN): 74-2723262 ☐ Social Security Numbers (SSN):		
Select the Legal Status:	☐ For-profit Entity	☒ Non-profit Entity	
If applicable, enter appropriate information:	State of Incorporation: Texas	Texas Charter Number: 0132960901	Name of Parent Entity: N/A

Respondent's Contact Information

Person Who Will Sign the Contract		Point of Contact for Contract	
Name:	Oscar Sagace	Name:	Jacqueline Ortiz
Title:	Executive Director	Title:	Shelter Director
Mailing Address:	1401 Las Vacas, Del Rio, TX 78840	Mailing Address:	1401 Las Vacas, Del Rio, TX 78840
Telephone:	(830) 774-7411	Telephone:	(830) 469-8046
Fax:	(830) 768-0351	Fax:	(830) 768-0351
E-mail:	quad@wcsonline.net	E-mail:	jackiegarza9@gmail.com

Respondent's Authorized Signature

Printed Name	Signature	Date	Phone Number
Oscar Sagace	Oscar J. Sagace	February 4, 2020	(830) 774-7411

Statement of Qualifications
Quad Counties Council on Alcohol and Drug Abuse is an experienced and qualified organization to deliver this type of service because of our proven ability to design and implement evidenced –based and comprehensive public health and social services since 1995. Quad Counties Council on Alcohol and Drug Abuse administration had designed all programs under their supervision using a 5 step evidenced based model known as the Strategic Prevention Framework (SPF).This model is currently being used by State of Texas in programs designed as well as U.S substance abuse & mental health services administration and has proven its effectiveness in preventing and reducing the progression of dysfunctional family problems, to include substance abuse and family violence; reducing family-related problems in the communities and building capacity and infrastructure at the community level The steps of the Strategic Prevention Framework includes needs assessment, capacity building, planning, implementation & evaluation. The concept of the Strategic Prevention Framework and utilization of a data driven decision making process are foundation for this program's development and implementation, rather that basing a program on "Good Intentions" Quad Counties Council on Alcohol and Drug Abuse long tenure in providing services locally has enabled this agency to build stronger relationships with local service providers which include medical, psychological, psychiatric, legal, housing, social services, employment, education, transportation and other providers, both in the public and privet sectors. Utilizing a community based approach to service delivery, Quad Counties Council on Alcohol and Drug Abuse will ensure that the clients to be served under this program are provided with all the necessary services available and are achieve their maximum potential, greater independence (Free of Violence), self-sufficiency, and live safer and healthier lifestyles.

Please refer to the attached list of collaborators and partners
Quad Counties Council on Alcohol and Drug Abuse proposes to provide the following comprehensive services to women and their families to include:

- 24-Hour temporary living arrangements
- Food services
- Individual and family needs assessments
- Individual and family service plan
- Case management and follow up services
- Peer-to-peer support groups
- Evidence-Based skill building education
- Referrals to other providers when appropriate

Quad Counties Council on Alcohol and Drug Abuse intends to use the following protocol to determine qualified clients for admittance into the residential program. The client will be screened for eligibility of service by a case manager. Upon determining that the client meets criteria set forth by the program, the case manager shall conduct a comprehensive needs assessment for the client. The

assessment instrument used shall address eight domains in order of priority to develop an individual client intervention plan, which are:

- Individual and safety concerns
- Legal history and needs
- Medical History
- Mental Health and History
- Substance abuse history
- Education History
- Employment History
- Social Services Needs

Quad Counties Council on Alcohol and Drug Abuse Staff and or volunteers that are working with clients shall be required to maintain cultural sensitivity and remain mindful of the individual's culture, beliefs, and language throughout the service delivery process. Upon admittance, the client will be provided with a program orientation, authorization to be voluntarily admitted and documentation of their rights. Clients will be provided residential services for a period of up to 90 Days with some exceptions made under special circumstances. Quad Counties Council on Alcohol and Drug Abuse projects the average length of stay will be approximately 45 Days. During the stay in the residential facility, the clients and their families will be provided with the necessary support to address the children's needs such as referral to medical treatment transportation to school, individual and family counseling, peer-to-peer support groups, and evidenced-based skill building education.

A strong component to the program design shall be the development of an individual service plan that specifically addresses the unique needs of every client admitted into the residential program and ensure that plan is adhered to with integrated case management and follow-up activities. The service plan include an outcome-based evaluation tool with specific indicators to determine successes and challenges

Quad Counties Council on Alcohol and Drug abuse will ensure that the residential facility will be open 24/7, 365 days a year. Quad Counties Council on Alcohol and Drug Abuse will support the daily operations of the facility using the programs staff under the umbrella of Quad Counties Council on Alcohol and Drug Abuse. (Refer to organizational chart)

Referral services will be make for medical, psychological, psychiatric, legal, housing, social service, employment, education, transportation, and other providers as determined by the individual needs assessment . A unique characteristic of this program is that under the umbrella of Quad Counties Council on Alcohol and Drug Abuse through funding through the Texas Health and Human Services Commission, we are able to provide applications for SNAP, TANF, CHIPS, Medicaid, and SSI, as well as other applications for state assistance. The program design shall be ensure that qualifying

Women and or children eligible for assistance through the violence against women act and victims of crimes act are assisted to obtain legal documents and make every effort to ensure that this process is carried out. This program will also ensure that all the clients eligible to apply for assistance from the Texas Crimes Victims' Compensation Fund do so. It is the intent of Quad Counties Council on Alcohol and Drug Abuse to work with the proper authorities to obtain all appropriate restraining orders and other legal matters are place to ensure the safety of the women's and children receiving services.

History and References for Similar Service

Organizational Background and Experience

Quad Counties Council on Alcohol and Drug Abuse was incorporated in 1994 as a 501(c) (3) non-profit corporation. In January of 1995 Quad Counties Council on Alcohol and Drug Abuse began to provide substance abuse prevention and intervention services in a four-county area including Val Verde, Maverick, Kinney, and Edwards counties.

Quad Counties Council on Alcohol and Drug Abuse has been the organization the Val Verde County Commissioner's Court chose to provide services domestic violence shelter services throughout its original Request for Proposals, due September 4, 2013.As the operator of the domestic violence shelter in a building provided by the Val Verde County since it opened in in June 2014, Quad Counties Council on Alcohol and Drug Abuse has seen a total of approximately 145 Families ,serving over 157 Adults and 247 Children. Quad Counties Council on Alcohol and Drug Abuse has been in good standing with the Val Verde commissioner's court throughout the time it has been the operator of the shelter.

Originally funded by the state agency then known as Texas commission on alcohol and drug abuse (TCADA), Quad Counties Council on Alcohol and Drug Abuse has continued to provide substance abuse prevention and intervention services without interruption .currently Quad Counties Council on Alcohol and Drug Abuse is the current treatment provider for a local drug count in operation through the Val Verde County Court-at –Law and has been the treatment provider since this specialty courts inception in 2016.

The benefit of having this type of service is due to the fact that substance abuse and mental health issues are barriers to successful and productive lives. When these problems lead to criminal behaviors the toll is high – for victims, for the offender's family and for the criminal justice system. Every offender sent to state jail or prison takes significant resources within the system and those offenders often return to the system again and again. Specialty court supports a way out of this cycle by providing high risk offenders stern intervention, intensive supervision, focused treatment, and rehabilitation. Through these court programs, offenders work to address the underlying issues that can lead to a cycle of crime. Quad Counties Council on Alcohol and Drug Abuse also provides services throughout its youth and family empowerment program. The main goals of this program are to reduce the risk factors associated with juvenile

delinquency such as in school disciplinary problems, improve attendance and reduce truancy, increased grade average levels and kept all participants from being placed on probation.

Quad Counties Council on Alcohol and Drug Abuse also has two other contracts with Ventanilla de Salud funded by the Government of Mexico's Secretaria De Relaciones Del Exterior, one in Eagle Pass, Texas and another in Del Rio, Texas. All work performed in relation to these contracts has been as the prime contractor.

The following chart provides the contract information of the people managing and/or overseeing the successful completion for the above described contracts:

Contract	Contact Name	Contract Date	Contract Address	Contract Phone #	Contract E-Mail Address
Val Verde Commissioners Court Domestic Violence Shelter	Roy Musquiz /Guillermo Sanchez	Ongoing	400 Pecan St. 3RD floor Del Rio, Texas 78840	(830)774-7505	rmusquiz@valverdecounty.texas.gov
63rd /83rd Judicial District Juvenile Probation	Chris Noyolla	October.2019 - August2020	200 Griner St. Del Rio, TX 78840	(830)774-7557	cnoyolla@63rd-83rdjuvenileprobation.org
Val Verde County Court at-law Specialty Court	Honorable Judge Sergio Gonzalez	August 2019 - August 2020	400 Pecan St. 2nd floor Del Rio, Tx 78840	(830)774-7575	mquicksall@valverdecounty.texas.org
Ventanilla de Salud - Del Rio, Tx	José Luis Díaz Mirón	March 2019	2207 N.Bedell Del Rio, Texas, 78840	(830)775-2352	condrio@sre.gob.mx
Ventanilla de Salud - Eagle Pass, Tx	Ismael Navejas Macias	06/01/2020	2252 Garrison Eagle Pass Tx 78852	(830)773-9255	eaglepass@sre.gob.mx

In addition to the above named service contracts, Quad Counties Council on Alcohol and Drug Abuse hosts a number of Special Projects in support of the local community of Del Rio, TX which include the medical and dental clinics and wheel chair projects in collaboration with the San Antonio Christian Medical Association, and Niños Navideños project which is a Christmas toy drive for needy children where between 800 and 1000 children are given toy's free of charge.

Proposed Services and Staffing
Quad Counties Council on Alcohol and Drug Abuse shall ensure that the clients to be served under this program will be provide, at a minimum, access to programs that can provide legal help, counseling, support groups services for children, employment seeking services, health-related services, educational opportunities, and financial assistance in a setting that is capable of providing shelter and basic needs, including food and shelter to victims of domestic violence until it reaches its maximum capacity as allowed by the Fire Marshall 24 hours per day, 7 days a week.

Quad Counties Council on Alcohol and Drug Abuse shall insure that the woman seeking assistance and their children who meet program criteria are admitted in to the program. The shelter staff shall ensure that all clients residing in at the shelter are properly fed upon arrival at the staff should also provide residents with an appropriate diet. Staff should also work to identify any immediate medical and safety needs.

Agency administration will ensure that the shelter director or his/her assigned designee develop policy and procedure to ensure consistency and continuity throughout the program.

Legal Help
Program staff will ensure that clients receive services free and/or affordable legal services. This shall include the use of local providers, including Texas Rural Legal Aid, Pro-bono, district and county attorneys, and other legal advocacy groups for victims of domestic violence. Staff shall also be responsible that all clients eligible for any funding available to assist in obtaining these services and or resolving their case will be obtained, to include VOCA, VAWA, and the Texas Crime Victims Compensation fund.

Counseling
Quad Counties Council on Alcohol and Drug Abuse staff will ensure that clients receive the appropriate type of counseling as identified by the individual and family assessment tool. Counseling shall include individual and family, psychological, psychiatric, spiritual, and guidance counseling. Any cost incurred as a result of accessing these services will be funded through primary health insurance such as Medicaid, CHIPS, and private insurance, as well as Crime Victims' Compensation fund for any and all counseling needed.

Support Groups
The planned program activities will include peer-to-peer support groups, 12-step recovery support groups, Faith-Based support groups, and other self-help non-therapeutic support groups.

Services for Children
All children needing specialized services shall be referred to the appropriate providers, to include psychological, psychiatric, as well as specialized education needs such as tutoring/mentoring services.

Employment Seeking Services
Quad Counties Council on Alcohol and Drug Abuse will sign a MOU with the local Texas Work Force Commission and People Ready that will commit both parties to ensure that all clients needing employment shall be assisted with finding employment in accordance with their respective qualifications.

Health related Services
Adults and families, who qualify for Medicaid, CHIPS, and other low-cost health insurance, will be assisted with completing their application for such services. Those who don't will be directed to local low-cost health care providers. Program staff will also assist with enrolling clients with insurance providers.

Education Opportunities
Adults who have not received a high school diploma or its equivalent will be referred to an accredited online program with a support office locally. Applicants will also be engaged with the appropriate institution for assistance obtaining a collage level education.

Financial Assistance
Families who qualify for state benefits such as SNAP and TANF will be assisted with completing their applications for these services. Families wishing to learn more about financial matters and credit counseling will be referred to a consumer credit counseling service or other banking institution locally that offers assistance with this issue.

Qualifications for Shelter Director

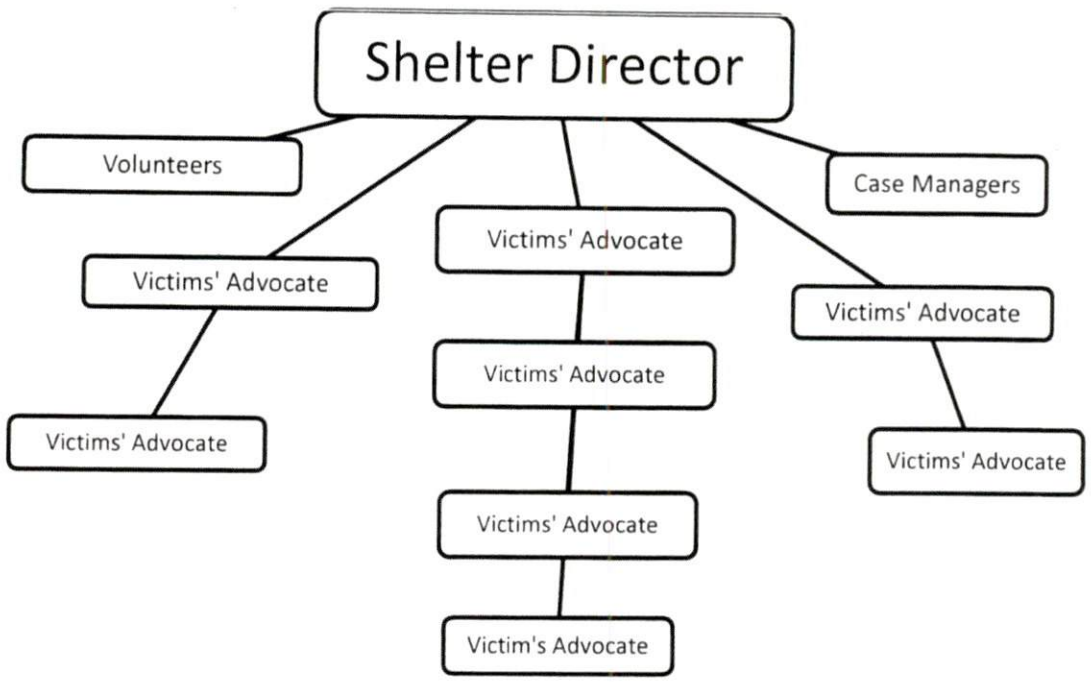
- Associate's Degree in human relations/Social service field. Bachelor's Degree in social work, Mental Health, or related field preferred. A combination of education and experience may be considered.
- Minimum of 2 years in personnel supervisory role
- Demonstrated experience requires in:
    - Recruiting, training, supervising and evaluating employees
    - Client–centered social service work
    - Budget Management
    - Data collection, reporting, and analysis
    - Building collaboration relationships with community members
    - Community education marketing and outreach
    - Facilities management
    - Donor relations

- Must have knowledge of issues related to domestic violence and sexual assault
- Ability to make good, independent decisions
- Flexibility, personal integrity, ability to lead and create an atmosphere of teamwork with others
- Ability to maintain complete confidentiality of information in all employee and client matters.
- Possess excellent organizational skills
- Excellent oratory and written communication skills
- Excellent computer and other office technology skills
- Bilingual preferred, but not necessary
- Knowledgeable of local, state, and federal social services and funding resources

Essential Duties and Responsibilities for Director

- Oversees, coordinates and manages all shelter functions and activities
- Provide case managements and crisis intervention services
- Ensures continuous coverage during all shifts, which may include on-call responsibilities
- Ensures compliance with policies and procedures
- Conduct regular meetings with program staff and residents
- Monitors and evaluates staff performance
- Effectively supervises staff and provides guidance, advice and counsel on professional development conduct one-on-one supervisory session with staff to manage expectations and maximize staff performance
- Provide orientation and training to all hires and periodic refreshing taring to all shelter employees
- Submit program summary reports and data to funding sources and executive director prior to due dates
- Participates in the development in the development and implementation of fundraising activities
- Assists in writing grants proposals that support existing and expanding shelter programs
- Attends performance assessment meetings with executive director
- Attends and participates in all staff meetings, monitoring sessions, community events, and other agency related business
- Conducts program evaluations and monitoring; making recommendations for program improvements
- Attends pertinent off-site meetings, trainings, and conferences
- Attends to overall maintenance and facility repairs
- Ensure the safe and efficient operation of the kitchen including menu development
- Coordinates volunteer training and oversees volunteers in shelter
- Performs duties assigned to effectively conduct Quad Counties Council on Alcohol and Drug Abuse business

Staffing Pattern



Proposed Budget for Operation of Shelter

Val Verde County Commissioner's Court Women's Shelter Project	
PERSONNEL	
Shelter Director (FTE: 100%)	$24,000.00
Case Manager (FTE:100%)	$20,160.00
Victims' Advocate (FTE:100%)	$16,320.00
Victims' Advocate (FTE:100%)	$16,320.00
Victims' Advocate (FTE:100%)	$16,320.00
Victims' Advocate	$8,160.00
Victmis' Advocate	$8,160.00
Victmis' Advocate	$8,160.00
Total Personnel Costs	$117,600.00
Fringe Benefits (14.6%)	$17,170.00
TRAVEL	$300.00
DIRECT COSTS	
Supplemental Food Budget	$8,000.00
Telephone Service	$4,200.00
Internet Service	$3,600.00
Copy Machine	$800.00
Print Cartidges	$1,200.00
General Office Supplies	$1,000.00
Liability Insurance	$1,800.00
TOTAL DIRECT COSTS	$20,900.00
ADMINISTRATIVE COSTS (includes staff trainings) (5%)	$23,040.00
TOTAL SALARIES & WAGES	$134,770.00
TOTAL YEARLY PROJECT COSTS	$178,710.00

Proposed Contribution from Val Verde County

Quad Counties Council on Drug and Alcohol Abuse anticipates that Val Verde County will provide appropriate utilities, to include electricity, water, and trash collection, property insurance and building maintenance and repairs

Val Verde County Commissioners Court Women's Shelter Project Proposed Contribution	
Direct Costs	TOTAL
Electricity	$4,800
Water	$600
Trash	$240
Property Insurance	$1,200
Building Maintenance and Repairs	$500
Contingency Fund	$2,000
Building Provided By Val Verde County	$49,554
TOTAL DIRECT COSTS	$58,894
TOTAL PROPOSED CONTRIBUTION	$58,894

List of partners, Collaborators and Other Providers

State and Federal Agencies

- Texas Workforce Commission
- Sul Ross State University
- South West Texas Junior College
- Texas Department of Transportation
- United States Health & Human Services
- Federal Emergency Management Agency
- Center for Disease Control
- US/Mexico Border Health Commission
- Texas Department of State Health Services
- Texas Department of Assistive & Rehabilitative Service
- Texas Department of Aging an Disability Service
- Texas Department of Family an Protective Services
- Texas Health and Human Services Commission
- Texas Department of State Health Services
- Department of State Health Services

Non-Profit and other Community-Based Organizations

- United Medical Centers
- San Felipe Del Rio CISD
- Hill Country Mental Health Services
- Baptist Children and Family Services
- San Antonio Food Bank
- South Texas Food Bank
- Loaves and Fishes
- Val Verde Regional Center
- Val Verde Commissioners Court
- Del Rio City Council
- Middle Rio Grande Development Council/211
- Del Rio Police Department
- Val Verde County Sheriff's Office
- Texas DSHS Region 8 Prevention Resource Center
- Amistad Binational Health Council
- Ventanilla de Salud - Del Rio, TX
- Mexican Consulate of Del Rio, TX
- Migrant Clinician's Network
- Teaching And Mentoring Communities (TMC)
- Casa De La Cultura
- Brown Plaza Association
- American G.I Forum - Del Rio, TX
- Texas Rural Legal Aid

List of Board Members

Name: Ernestina Martinez **Title**: Board President **Phone:** (830)734-1435 **Occupation:** Philanthropist **Email:** Josetheo@aol.com	**Mailing Address**:(incl. street, city, county, state & zip) 504 Ramon Del Rio, TX 78840 Val Verde County
Name: Raul Lopez **Title:** Board Member **Phone:** (830) 774-6820 **Occupation:** BBVA Branch Manager **Email:** Raul.lopez2@bbva.com	**Mailing Address**:(incl. street, city, county, state & zip) 525 S. Main St. Del Rio, TX 78840 Val Verde County
Name: Claudio Sotelo **Title:** Board Member **Phone:** (830) 422-0373 **Occupation:** Retired	**Mailing Address**:(incl. street, city, county, state & zip) 110 Miller Dr. Del Rio, TX 78840 Val Verde County
Name: Andres Rodriguez **Title:** Board Member **Phone:** (830) 563-0901 **Occupation:** Mayor of Brackettville	**Mailing Address**:(incl. street, city, county, state & zip) Po Box 1653 Brackettville, TX 78832 Kinney County
Name: Jesus Fuentes **Title:** Board Member **Phone:** (830) 774-6860 **Occupation:** BBVA Loan Officer	**Mailing Address**:(incl. street, city, county, state & zip) 2228 Veterans Blvd Del Rio, TX 78840 Val Verde County

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Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this 19th day of February, 2020 by and between the County of Val Verde, hereinafter called the "County", acting herein by Lewis G. Owens Jr. Val Verde County Judge hereunto duly authorized, and Esser & Company Consulting LLC hereinafter called "the Contractor", acting herein by Carl Esser.

WITNESSETH THAT:

WHEREAS, the County of Val Verde desires to implement the First Time Water Service Project for Rise Estates, San Felipe Pastures and Vega Verde Road Colonia areas under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and

Whereas the County desires to engage Esser & Company Consulting LLC to render certain professional/administration services in connection with this TxCDBG Project, Contract Number 7219085.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on February 5, 2020. In any event, all of the services required and performed hereunder shall be completed no later than March 29, 2022.
3. Local Program Liaison - For purposes of this Contract, the Val Verde County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **$ 60,000.00 reimbursable from the TxCDBG Grant**. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and

its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Val Verde County, Texas.

   b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

   c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

   d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

   e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

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

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

BY: _____

Lewis G. Owens Jr.
(Printed Name)
Val Verde County Judge
(Title)

COPY

BY: _____

Carl Esser
(Printed Name)
Consultant
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

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

B. Financial Management
1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.

6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

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

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

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

17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity
   1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
   2. Maintain documentation of all project beneficiaries by ethnicity and gender.
   3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
   4. Assist with Section 3 requirements per 24 CFR Part 135.
   5. Prepare all Section 504 requirements per 24 CFR Part 8.
   6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
   7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
   8. Ensure the adequate publication of required notices.

H. Rehabilitation of Private Property (If Applicable)
   1. Prepare and submit local rehabilitation guidelines to TDA for approval.
   2. Assist County in establishing escrow account and obtaining TDA approval.
   3. Develop outreach and necessary application processing/verification forms.
   4. Screen applicants.
   5. Prepare work write-ups and cost estimates.
   6. Issue Notice to Proceed to construction contractor(s).
   7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
   8. Maintain client files following TDA requirements.

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

PART III
PAYMENT SCHEDULE

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

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

PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.

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

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

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration

Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

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

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

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

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

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

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

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save

the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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

#28

TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Gerald L Hill

Address: _____
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: Val Verde County

Address: 400 Pecan St, Del Rio, TX 78840-5140
Phone: (830)734-0575 E-mail: lowens2301@gmail.com
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Val Verde County, Texas at 509 E Gibbs St, Del Rio, TX 78840-4651 *(address)* and that is legally described on the attached Exhibit _____ or as follows:
RAILROAD 2ND NORTH BLOCK 2B LOT S. PART OF 11,12, & 13
RAILROAD 2ND NORTH BLOCK 2B LOT 8,9, & 10

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____.
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	$	220,000.00
B. Sum of all financing described in Paragraph 4	$	
C. Sales price (sum of 3A and 3B)	$	220,000.00

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _____ . This contract:
  ☐ (1) is not contingent upon Buyer obtaining third party financing.
  ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____ .

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ _____ .

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit $ **$1,000.00** as earnest money with **Del Rio Title Company** (title company) at **300 E Losoya** (address) **Edna Gonzalez** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
  ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
  ☐ (ii) _____ .
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
  (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
☒ (a) will not be amended or deleted from the title policy.
☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within **15** days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within _____ days after the effective date:

[X] (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer 0.00 *(insert amount)* of the cost of the survey at closing, if closing occurs.

[ ] (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

[ ] (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, [ ] Seller [ ] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

[ ] (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

[X] (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 15 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

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(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

_____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☒ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ 150.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 10 days by depositing additional earnest money in the amount of $150.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

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Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☒ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☒ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within ___-___ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____--_____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Janita Hinds Real Estate	**Cooperating Broker:** Legacy Realty
Agent: Toby Coggins	Agent: Harvest King
Address: 1800 Ave G Del Rio, TX 78840	Address: 210 Kings Way Del Rio, TX 78840
Phone & Fax: (830)775-0010	Phone & Fax: (830)774-0371
E-mail: tobycoggins@hotmail.com	E-mail: harvest@legacyrealtytx.com
License No.: 499379	License No.: 643924

Principal Broker: *(Check only one box)*
[X] represents Seller only.
[ ] represents Buyer only.
[ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

[X] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[ ] (2) At the closing of this sale, Seller will pay:

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Principal Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____.

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____.

The cash fees will be paid in Val Verde County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) ☐ _____ days after the expiration of the feasibility period.
☒ March 2, 2020 *(specific date)*.
☐ _____.
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;

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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
   (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structures, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☐ (3) Commercial Contract Financing Addendum (TXR-1931);
☒ (4) Commercial Property Condition Statement (TXR-1408);
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☒ (10) Information About Brokerage Services (TXR-2501); and
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
☐ (12) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer [X] may [ ] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used)*.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used)*.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used)*.

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H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **January 31, 2020**, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Gerald L Hill	Buyer: Val Verde County
By: Gerald L Hill 01/29/2020 09:44 AM CST	By:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:
By:	By:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Legacy Realty (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____, or
- ☒ 3.000 % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Janita Hinds Real Estate

By: _____
Toby Coggins

Cooperating Broker: Legacy Realty

By: Harvest King 02/05/2020 11:21 PM CST
Harvest King

ATTORNEYS

Seller's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Buyer's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
- ☐ A. the contract on this day February 7, 2020 (effective date);
- ☒ B. earnest money in the amount of $1,000.00 1,150.00 in the form of check #23 on February 7, 2020. A.T

Title company: Del Rio Title Company

By: Ashley Torres

Assigned file number (GF#): 2111378

Address: 300 E Losoya St
Del Rio, TX 78840-5132

Phone & Fax: (830)778-1937, (830)778-1957

E-mail: edna@delriotitle.net

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 2-12-18

FARM AND RANCH CONTRACT

1. PARTIES: The parties to this contract are SE Ranch Holdings, Ltd., a Texas limited partnership (Seller) and Val Verde County, Texas, a county of the State of Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".

A. LAND: The land situated in the County of Val Verde, Texas, described as follows: 2,948.4954 total acres of land, more or less, and more particularly described in the attached Exhibit 1.

or as described on attached exhibit, also known as SE Ranch, as described in the attached Exhibit 1, (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. IMPROVEMENTS:

(1) FARM and RANCH IMPROVEMENTS: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES:

(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) ☑ portable buildings ☑ hunting blinds ☑ game feeders ☑ livestock feeders and troughs ☑ irrigation equipment ☑ fuel tanks ☑ submersible pumps ☑ pressure tanks ☑ corrals ☑ gates ☑ chutes ☑ other: all accessories described in this paragraph, if existing on the Property on the Effective Date.

(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garages, (ii) entry gates, and (iii) other improvements and accessories.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None.

F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... $ 5,601,760.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ... $ 0

C. Sales Price (Sum of A and B) ..... $ 5,601,760.00

D. The Sales Price ☐ will ☑ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of $ _____ per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. LICENSE HOLDER DISCLOSURE: Texas Law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Not applicable. No real estate license holder or broker participated in or performed work regarding this Contract or transaction.

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver $ 5,000.00 as earnest money to, Del Rio Title Company, as escrow agent, at 300 E. Losoya St., Del Rio, Texas 78841-1329 (address). Buyer shall deliver additional earnest money of $ 1,000.00 (see Exhibit 3) to escrow agent within 3 days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐Seller's ☑Buyer's expense an owner policy of title insurance (Title Policy) issued by: Del Rio Title Company and its underwriter (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) The standard printed exception for standby fees, taxes and assessments.
(2) Liens created as part of the financing described in Paragraph 3.
(3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(4) The standard printed exception as to marital rights.
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐(i) will not be amended or deleted from the title policy; or
☑(ii) will be amended to read, "shortages in area" at the expense of ☑Buyer ☐Seller.
(7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):
☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☐ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☐ Seller no later than 3 days prior to Closing Date.
☑ (2) Within 60 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Buyer's full and unrestricted use of the Property. The remainder of this paragraph D is modifed in part by the attached Exhibit 3.
Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

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Document	Date	Recording Reference
described in the attached Exhibit 2		

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: None. All existing non-mineral surface leases (written or oral) shall be terminated, cancelled, or rescinded at or before before Closing.

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☑ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code,

that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect .
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
☐ (1) Buyer has received the Notice
☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
☑ (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☑ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____.
(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ Not Applicable. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: Not Applicable.
Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before See attached Exhibit 3, 20_____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☑ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Special Provisions to this Contract are described in the attached Exhibit 3.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ Not Applicable to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18.ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19.REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20.FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21.NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer		**To Seller**	
at:	County Judge, Val Verde County, Texas	**at:**	SE Ranch Holdings, Ltd., c/o David L. Earl
	400 Pecan St., Del Rio, Texas 78840		601 NW Loop 410, Ste. 390, San Antonio, Texas 78216
Phone:	(830) 774-7501	Phone:	(210) 222-1500 or (210) 317-9457
Fax:	(830) 775-9406	Fax:	(210) 222-9100
E-mail:	lowens@valverdecounty.texas.com	E-mail:	dearl@earl-law.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead -based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☑ Other (list): See Exhibits 1 through 3 (inclusive).

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ 1,000.00 (see Exhibit 3) (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 70 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☑ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:	Manual Mendez, Bickerstaff Heath Firm	Seller's Attorney is:	Michael Repp
Phone:	(512) 472-8021	Phone:	(210) 224-0781
Fax:	(512) 320-5638	Fax:	(210) 224-6958
E-mail:	MMendez@bickerstaff.com	E-mail:	mrepp@duncanlaw.com

EXECUTED the _____ day of See attached Page 8.1 of this contract, **20_____ (Effective Date).**
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____ Seller _____

Buyer _____ Seller _____

TREC The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 25-12. This form replaces TREC NO. 25-11.

EXECUTION

The Parties hereby execute this Farm and Ranch Contract on its Effective Date:

SELLER:

SE Ranch Holdings, Ltd., a Texas limited partnership

By: SE Ranch GP, LLC, a Texas limited liability company, General Partner

David L. Earl, Manager and Member
Date: 8/19/, 2019

By: 3JLE, Family Limited Partnership, a Texas limited partnership, Member
By: 3JLE GP, L.L.C., a Texas limited liability company, General Partner

David L. Earl, Manager and Member
Date: 8/19, 2019

By: Uriah Holdings, LLC, a Texas limited liability company, Member

Wesley D. (David) Bush, Manager and Member
Date: 8-19, 2019

Edith Bush, Member
Date: 8-19, 2019

David L. Earl, Member
Date: 8-19, 2019

BUYER:

Val Verde County, Texas

BY:
Lewis Owens, County Judge
Val Verde County, Texas
Date: 8-21, 2019

Initialed for Identification by Buyer ____ and Seller

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker Not applicable of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:
By: Not applicable

Listing Broker:
By: Not applicable

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

Not applicable
Other Broker License No.

Not applicable
Associate's Name License No.

Associate's Email Address Phone

Not applicable
Licensed Supervisor of Associate License No.

Other Broker's Office Address Phone

City State Zip

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Not applicable
Listing or Principal Broker License No.

Not applicable
Listing Associate's Name License No.

Listing Associate's Email Address Phone

Not applicable
Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Not applicable
Selling Associate License No.

Selling Associate's Email Address Phone

Not applicable
Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

represents ☐ Seller only
☐ Buyer only
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☐Seller ☐ Buyer will pay Listing/Principal Broker ☐a cash fee of $ Not applicable or ☐ N/A % of the total Sales Price; and (b) ☐Seller ☐ Buyer will pay Other Broker ☐a cash fee of $ N/A or ☐ N/A % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Seller Buyer

Seller Buyer

Do not sign if there is a separate written agreement for payment of Brokers' fees.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker _____ Date

EARNEST MONEY RECEIPT

Receipt of $ 5000.00 XX Earnest Money in the form of Check No. 85564
is acknowledged.

Del Rio Title Company — Escrow Agent
Cat Ellis — Received by
pat@delriotitle.net — Email Address
8-22-19 9:40 AM — Date/Time
300 E. Losoya — Address
Del Rio, Tx 78840 — City / State / Zip
830-778-1837 — Phone
830-778-1957 — Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Del Rio Title Company — Escrow Agent
Cat Ellis — Received by
pat@delriotitle.net — Email Address
8-22-19 — Date
300 E. Losoya — Address
Del Rio — City
Tx — State
78840 — Zip
830-778-1837 — Phone
830-778-1957 — Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $ 1000.00 additional Earnest Money in the form of Check No. 85565
is acknowledged.

Del Rio Title Company — Escrow Agent
Cat Ellis — Received by
pat@delriotitle.net — Email Address
8-22-19 9:40 AM — Date/Time
300 E. Losoya — Address
Del Rio — City
Tx — State
78840 — Zip
830-778-1837 — Phone
830-778-1957 — Fax

Initialed for Identification by Buyer _____ and Seller BB EB

EXHIBIT 1:

Legal Description of Real Property

All tracts or parcels of real property and improvements owned by Seller and hereafter described, said tracts being and situated in Val Verde County, Texas and containing approximately 2,948.4954 total acres, more or less, and more particularly described as:

(1) all real property and improvements described in the documents on file with the Val Verde County Appraisal District regarding its tax parcel Property ID Nos. 14407, 14403, 14400, 15859, 17193, 15162, 39921, 14386, 14398, 14393, 14410, and 92428, to which reference is made for all purposes; and

(2) the real property and improvements, containing 2,848.4954 acres, more or less, described in that certain Real Estate Deed of Trust, dated October 14, 2018 (with an effective date being recited therein as October 9, 2018), by SE Ranch Holdings, Ltd. to Mark A. Miller, Trustee for lender Texas Farm Credit Services, FLCA, filed and recorded October 22, 2018 in the Official Public Records of the County Clerk of Val Verde County, Texas, pursuant to Instrument No. 00310441 therein, to which reference is made for all purposes; and

(3) the 2.076 acre tract or parcel of land, located in Val Verde County, Texas, a part of the I. & G.N.R.R.CO. Survey, Blocks 2-3 (Abstracts 1207, 1019) therein, said tract located south of and adjacent to the south right of way boundary of U.S. Highway 90, and north of and adjacent to the north right of way boundary of the Union Pacific R.R., as described in the public records of the County Clerk of Val Verde County, Texas, to which reference is made for all purposes.

Initialed for Identification by Buyer _____ and Seller _____

EXHIBIT 2:

Exception Documents

None – No Exception Documents were submitted by Seller regarding this Contract.

Initialed for Identification by Buyer _____ and Seller _____

EXHIBIT 3:

Special Provisions

Notwithstanding anything to the contrary stated in this Contract, the Parties agree as follows:

1. **Preliminary Issues.**

(a) **Conflict.** Should a conflict exist between any provision in this Exhibit 3 and any other provision in this Contract, the Exhibit 3 provision shall control and be fully operative.

(b) **Definitions.** The following terms shall have the following meanings in this Contract unless otherwise designated:

(i) **"Agreement" or "Contract"** shall mean this Farm and Ranch Contract complete with all attached documents.

(ii) **"Buyer" or "County"** shall mean Val Verde County, Texas, by and through its governing body, the Commissioners Court of Val Verde County, Texas **("Commissioners Court").**

(iii) **"Effective Date"** shall mean the date the last signing Party executes this Contract.

(iv) **"Non-Realty Items"** shall mean all permits, certificates, licenses, or other governmental authorizations for the operation or use of the Subject Tract for water, wastewater, or sewer activities or service, and all of the holder's rights and interests owned or held pursuant to such permits, certificates, licenses, or authorizations, including the: (1) pumping, discharge, or treatment of water, wastewater, sewage, and wastes from the Subject Tract or a facility located thereon; (2) provision of water service, sewer service, or wastewater service from the Subject Tract or any facility located thereon; (3) Certificate of Convenience and Necessity No. 13179 issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated March 23, 2010 and any amendment, supplement, or revision thereto, authorizing the certificate holder to provide water utility service from the Subject Tract or a facility located thereon; (4) Certificate of Convenience and Necessity No. 21047, issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated March 23, 2010 and any amendment, supplement, or revision thereto, authorizing the certificate holder to provide sewer utility service

from the Subject Tract or a facility located thereon; and (5) Permit No. No. WQ001477001 issued to Val Verde Utility Company, LLC (or other current holder) by the Texas Commission on Environmental Quality, dated July 19, 2019 and any amendment, supplement, or revision thereto, authorizing the permit holder to treat and discharge wastes from the Subject Tract or a facility located thereon; and (5) all public water drinking permits, certificates, or approvals issued by a governmental entity or authority to Val Verde Utility Company, LLC (or other current holder) regarding or relating to the Subject Tract.

(v) **"Non-Realty Items Disposition Contract"** shall mean the contract for the disposition of said Items, as described in Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(vi) **"Parties"** shall mean Seller and Buyer, the signing parties to this Contract, including their elected officials, appointed officials, officers, directors, partners, members, managers, employees, representatives, agents, successors, and permitted assigns.

(vii) **"Property"** shall mean: (1) the real property and related real property items and rights described in Paragraph 2 of the main body of this Contract and owned by Seller -- including approximately 2,948.4954 acres of land, more or less, located in Val Verde County, Texas and described in the attached Exhibit 1 (**"Subject Tract"**), together with all and singular the rights and appurtenances pertaining thereto; (2) all dirt, soil, caliche, gravel, rocks, trees, grass, brush, plants, timber, lumber, or other vegetation or materials located on, in, or under the Subject Tract; (3) any right, title and interest owned or held by Seller in and to strips or gores of land adjoining the Subject Tract and abutting properties; (4) all rights of ingress/egress or access easements to the Subject Tract owned or held by Seller; (5) all improvements located on the Subject Tract, including but not limited to buildings, structures, fixtures, and other improvements of every kind and character in, on, under, above, or about said tract; (6) all minerals or mineral estates of any kind or character owned or held by Seller regarding or relating to the Subject Tract, including oil, gas, coal, lignite, other hydrocarbons, and all other mineral types, along with the corresponding executive or leasing rights pertaining thereto; (7) all of Seller's interest owned or held in and to any mineral leases regarding or related to the Subject Tract, including oil, gas, coal, lignite, other hydrocarbons, and all other mineral types, along with the corresponding executive or leasing rights pertaining thereto; and

(8) all water and water rights owned or held by Seller regarding or related to the Subject Tract.

(viii) **"Seller"** shall mean SE Ranch Holdings, Ltd., a Texas limited partnership, including its officers, directors, partners, members, managers, employees, representatives, agents, successors, and permitted assigns, and including: (1) any person or business entity which owns or holds a controlling or majority business interest in Seller; and (2) any business entity in which Seller owns or holds a controlling or majority business interest.

2. **Interpretation.** Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this Contract. All statements made in the preliminary recitals of this Contract, and all documents attached to this Contract, are incorporated by reference.

3. **Purchase and Sale.**

(a) Pursuant to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, full, complete, and indefeasible fee simple title to the Property, together with all and singular the rights and appurtenances pertaining thereto.

(b) The Non-Realty Items, at Buyer's sole discretion, shall through post-closing procedures be (i) transferred, assigned, and conveyed to Buyer, or (ii) cancelled, rescinded, or terminated, pursuant to the provisions of Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3. For avoidance of doubt, the Parties expressly agree and acknowledge that Buyer, using its sole discretion and judgment, shall decide whether the form of Non-Realty Item disposition herein described shall be (i) transferred, assigned, and conveyed to Buyer, or (ii) cancelled, rescinded, or terminated, through post-closing proceedings.

4. **Sales Price.** The consideration **("Sales Price")** for the sale and conveyance of the Property pursuant to this Contract shall be a total of $5,601,760.00, payable in cash at Closing but subject to the terms and provisions of this Contract. The Non-Realty Items herein described, at Buyer's sole discretion, shall through post-closing procedures be (a) transferred, assigned, and conveyed to Buyer, or (b) cancelled, rescinded, or terminated, pursuant to the provisions of Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

5. **Contingent Sale Matters.** This Contract and the Closing of this transaction are expressly subject to, and conditioned and contingent upon, the following matters:

(a) **Contingent Public Debt Financing Requirements.** This Contract and the Closing of this transaction are subject to, and conditioned

and contingent upon, the successful authorization, issuance, approval (by the Commissioners Court and the Texas Attorney General), and sale of, and delivery to Buyer of the proceeds from, the following contingent public debt financing: Buyer's Certificates of Obligation **("Certificates")** in accordance with the requirements of the Certificate of Obligation Act of 1971, as amended, Sections 271.041 through 271.064 (inclusive) of the Texas Local Government Code, and other relevant authority, in an amount sufficient to pay the Sales Price. For avoidance of doubt, the Parties understand and agree that the Closing may be delayed for a substantial amount of time if an election is required prior to authorization of Buyer's Certificates pursuant to Section 271.049 of the Texas Local Government Code and other relevant authority. Should the contingent public debt financing authorization, issuance, approval, sale, and proceeds delivery not occur regarding Buyer's Certificates of Obligation, as herein required, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date with written notice delivered to Seller, with the Earnest Money refunded to Buyer, and that such termination shall not constitute a default of this Contract by Buyer.

(b) **Contingent Non-Realty Items Disposition Contract Requirements.** This Contract and the Closing of this transaction are subject to, and conditioned and contingent upon, the execution and delivery to Buyer of a certain contract for the disposition of the Non-Realty Items **("Non-Realty Items Disposition Contract")**, said contract to be delivered on or before the Closing Date and executed by and between Buyer and Val Verde Utility Company, LLC (or other current owner or holder of the Non-Realty Items) for the post-closing disposition of said Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3. Should the contingent Non-Realty Items Disposition Contract not be executed and delivered, as herein required, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date with written notice delivered to Seller, with the Earnest Money refunded to Buyer, and that such termination shall not constitute a default of this Contract by Buyer.

6. **Buyer's Closing Costs.** Buyer's closing costs for this transaction shall be as follows, all of which must be satisfied in full at Closing: (a) land survey costs for the preparation of a new survey of the Property by a qualified land surveyor of Buyer's choosing, if desired by Buyer or required by the Title Company; (b) the title insurance premium charged by the Title Company for issuance to Buyer of an owner's policy of title insurance for the Property; (c) appraisal costs for an appraisal of the Property by a qualified land appraiser of Buyer's choosing, if desired by Buyer or required by the Title Company; (d) site, building, environmental, or other inspection fees by a qualified inspector of Buyer's choosing, if desired by Buyer or required by the Title Company; (e) one-half of the escrow fee charged by the Title Company; (f) any other costs described in the main body of this Contract to be paid by Buyer -- with the exception of the costs

associated with the curing of Buyer's timely objections, unless Buyer waives the objections or elects to cure the objections; (g) attorney's fees incurred by Buyer regarding this transaction and the disposition of the Non-Realty Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; (h) post-closing costs (with the exception of Seller's incurred attorney's fees) associated with the disposition of the Non-Realty Items in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; and (i) any other cost the Parties, by subsequent written agreement, agree shall be paid by Buyer.

7. **Seller's Closing Costs.** Seller's closing costs for this transaction shall be as follows, all of which must be satisfied in full at Closing: (a) one-half of the escrow fee charged by the Title Company; (b) any other costs described in the main body of this Contract to be paid by Seller -- including the costs associated with Seller's curing of Buyer's timely objections, unless Buyer waives the objections or Buyer elects to cure the objection -- but excluding the cost of the title premium charged by the Title Company for the issuance to Buyer of the owner's policy of title insurance; (c) attorney's fees incurred by Seller regarding this transaction and the disposition of the Non-Realty Items in compliance with Paragraph 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3; and (d) any other cost the Parties, by subsequent written agreement, agree shall be paid by Seller.

8. **Seller's Representations, Obligations, Warranties, and Covenants.** Seller makes the following representations, obligations, and warranties to Buyer in addition to those matters described in the main body of this Contract, and further, covenants with Seller regarding all such matters. Seller's liability for default of any of such matters shall survive Closing. Seller represents to Buyer that each of these matters is true and correct as of the Effective Date, and will be true and correct on the Closing Date:

(a) **Fee Simple Title.** Seller owns full, complete, and indefeasible fee simple title to the Property.

(b) **Authority to Perform.** Seller has, without notice to or consent or joinder of any other person or entity, the full right, power and authority to enter into and perform this Contract, including full right, power and authority to sell and convey the Property to Buyer. This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Further, Seller's execution, delivery and performance of this Contract (i) are within Seller's power and authority and have been duly authorized and (ii) will not conflict with, or with or without notice or the passage of time, or both, result in a breach of any of the terms and provisions of or constitute a default under any Legal Requirement (hereafter defined), indenture, mortgage, loan agreement or instrument to which Seller is a party or by which Seller or the Property is bound.

(c) **Adverse Possession.** Unless disclosed to the contrary by Seller in this Contract, there are no adverse or other parties in possession of the

Property, and no person or entity has been granted any license, lease or other right relating to the use, management or possession of the Property or any part thereof.

(d) **Governmental Authority Regulations.** Unless disclosed to the contrary by Seller in this Contract, there is no condition existing with respect to the Property which violates any law, rule, regulation, ordinance, code, order, decree or ruling of any Governmental Authority (hereafter defined) having jurisdiction over the Property, including, but not limited to, any restrictions or restrictive covenants relating to use of the Property **(collectively "Legal Requirements")** other than the matters described, if any, in the Commitment issued by the Title Company regarding this transaction as herein described. Seller has not received written notice from any Governmental Authority requiring the correction of any conditions with respect to the Property or any part thereof, by reason of a violation of any Legal Requirement. Seller has not received written notice of any pending or contemplated condemnation with respect to the Property or any part thereof. As used herein, **"Governmental Authority"** shall mean (i) the United States of America and its administrative agencies, (ii) the State of Texas and its administrative agencies, (iii) Val Verde County, Texas, (iv) any incorporated municipality located in Val Verde County, Texas, including the City of Del Rio, Texas, (v) any school district or institution of higher learning located in Val Verde County, Texas, (vi) any special district located in Val Verde County, Texas, including a groundwater conservation district, river authority, or municipal utility district, and (vii) including any agency, sub-agency, department, commission, board, bureau, governing body, committee, officer, employee, or instrumentality of any of the aforesaid governmental entities.

(e) **Access to Property.** Unless disclosed to the contrary by Seller in this Contract, no fact or condition exists which would result in the termination or impairment of current access from the Property to any presently existing public highways and roads adjoining or abutting the Property.

(f) **Adverse Claims.** Unless disclosed to the contrary by Seller in this Contract, there is no pending or threatened judicial or administrative proceeding of any nature or any special assessment upon or affecting the Property or any part thereof, any of which might or would materially and adversely affect the (i) title to the Property or any part thereof, (ii) Seller's ability to perform any of Contract obligations, (iii) use of the Property by Buyer, or (iv) the condition of the Property. Further, unless disclosed by Seller in this Contract, Seller has not granted any other person the right to acquire the Property, or any interest therein, and has not granted any easements, leases, liens, or other encumbrances on the Property except as

shown in Schedule B or C of the Commitment issued by the Title Company.

(g) **Adverse Agreements.** Unless disclosed to the contrary by Seller in the Contract, there are no written or oral contracts or other agreements with respect to the Property that cannot be cancelled by Buyer without liability on or after the Closing. Further, Seller will not show the Property or receive, negotiate, or accept any back-up offers for the sale of the Property during the pendency of this Contract.

(h) **Governmental Authority Commitments.** Unless disclosed to the contrary by Seller in this Contract, no commitments have been made to any Governmental Authority, utility company, school board, church or other religious body, or any homeowners' association, or any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property as a condition to the development or use of the Property. Other than pursuant to existing order, ordinances, or regulations of buyer, if any, no Governmental Authority has imposed any special requirement that any owner or developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property.

(i) **Public Improvement Taxes/Assessments.** Unless disclosed to the contrary by Seller in this Contract, there are no taxes, levies or assessments presently due with respect to any public improvements (including, without limitation, for rights of way or utilities) being constructed on or adjacent to the Property.

(j) **Prescriptive Rights or Easement.** Unless disclosed to the contrary by Seller in this Contract, no prescriptive rights have been acquired in, or have commenced to run against the Property or any part thereof, and no easements or claims of easements exist on or against the Property or any part thereof which are not reflected on the survey or in the matters described on Schedules B and/or C of the Commitment issued by the Title Company.

(k) **Hazardous Substances and Environmental Laws.** Unless disclosed to the contrary by Seller in this Contract, Seller has no knowledge of, and has not received written notice of, any violation with respect to the presence of any Hazardous Substances, as herein defined, at or on the Property. As used herein, **"Hazardous Substances"** shall mean: (i) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances (including asbestos, lead, or chromium), toxic wastes or substances, or any other materials or pollutants which (1) pose a hazard

Initialed for Identification by Buyer _____ and Seller _____

to the Property or to persons on or about the Property, or (2) cause the Property to be in violation of any Environmental Law (hereafter defined); and (ii) any chemical, material or substance defined as or included in the definitions of **"hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "toxic substances"** or words of similar import under any applicable Environmental Law. **"Environmental Law"** shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, any Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to environmental conditions in, on, under or about the Property, including, without limitation, soil, asbestos, and groundwater conditions.

(l) **Change in Property Condition.** During the pendency of this Contract, Seller will not: (i) enter into any contract or instrument that will affect title to the Property or create an obligation affecting Buyer or the Property subsequent to the Closing; (ii) alter the zoning affecting the Property, if any; or (iii) alter or amend any preliminary or final plat covering any portion of the Property.

(m) **Additional Representations.** Additional representations, warranties, obligations, and covenants of Seller appear in the main body of this Contract and are incorporated by reference.

8. **Buyer's Representations, Obligations, Warranties, and Covenants.** Buyer makes the following representations, obligations, and warranties to Seller, and covenants with Seller regarding these matters. Buyer's liability for default of any of these matters shall survive Closing. Buyer represents to Seller that each of these matters is true and correct as of the Effective Date, and will be true and correct on the Closing Date:

(a) **Authority to Perform**. Buyer is a duly organized and operating county and political subdivision of the State of Texas, with authority to perform its obligations under this Contract by and through the authority of its governing body, the Commissioners Court.

(b) **Contract Execution.** This Contract is binding on Buyer, but is subject to the protections afforded Buyer under the doctrine of governmental immunity. This Contract, as well as and all documents required by this Contract to be executed and delivered to Seller at Closing, will be duly authorized, executed, and delivered by Buyer or under its direction as herein required.

(c) **Additional Representations.** Additional representations, warranties, obligations, and covenants of Buyer appear in the main body of this Contract and are incorporated by reference.

Initialed for Identification by Buyer _____ and Seller _____

9. **Feasibility Period and Other Issues.** Seller agrees that during the period (**"Feasibility Period"**) commencing on the Effective Date and continuing until the date of Closing, Buyer, at its sole cost and risk, shall have the right to go on the Property or any part thereof, to inspect the Property and to make all such other inspections, surveys, tests, or other studies (including but not limited to suitability, environmental, threatened or endangered species, and wetlands studies and testing) as Buyer deems necessary or desirable to determine if the Property is suitable for Buyer's use and development.

10. **BUYER'S REPAIR OBLIGATION. BUYER WILL REPAIR ANY DAMAGES RESULTING TO THE PROPERTY CAUSED BY THE NEGLIENT ACTS OF BUYER, OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR PERSONS WITH WHOM IT CONTRACTS TO PERFORM THE AFORESAID TESTS, SURVEYS, INSPECTIONS AND STUDIES, OR REIMBURSE SELLER FOR ALL REASONABLE EXPENSES INCURRED BY SELLER IN REPAIRING SUCH DAMAGES IF BUYER DOES NOT PROMPTLY REPAIR SUCH DAMAGES, AFTER WRITTEN NOTICE OF SUCH DAMAGES HAS BEEN DELIVERED BY SELLER TO BUYER. THIS AGREEMENT OF REPAIR AND REIMBURSEMENT SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AS TO EVENTS OCCURRING PRIOR TO SUCH TERMINATION.** Nothing in this Contract, however, is intended to obligate Buyer to remediate or clean-up any environmental or other condition existing at the Property or discovered or uncovered by Buyer (or its agents) during its investigation of the Property. In the course of its inspections and investigations, Buyer may make inquiries to third-parties including, without limitation, lenders, contractors, and municipal, local, and other government officials and representatives, and Seller consents to such inquiries. It is acknowledged and agreed by Seller that no examination by Buyer, its agents, employees, or representatives, of the Property shall constitute a waiver or relinquishment on the part of Buyer of its right to rely on the representations, warranties and covenants made by Seller in this Contract. Buyer shall have no liability for any reduction in value to the Property that results from the discovery of matters or circumstances through Buyer's studies, tests or inspections.

11. **Property Maintenance/Operation.** In addition to Seller's obligations described in the main body of this Contract, and until Closing, Seller will: (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Feasibility Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Feasibility Period. If Seller's notice is given within 5 days before the end of the Feasibility Period, that period will be extended for 5

Initialed for Identification by Buyer MM and Seller EB ES

days. After the end of the Feasibility Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

12. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental entity, or by a private entity, with eminent domain authority. Buyer may terminate this Contract if the condemnation, in Buyer's sole judgment and discretion, would materially affect Buyer's intended use of the Property by giving notice to Seller within 15 days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than 15 days before Closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Sales Price will be made.

13. **Claims and Hearings.** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that affects or involves the Property.

14. **Seller Cooperation.**

(a) **Non-Realty Items.** Seller will before and after the Closing: (i) cooperate with and assist Buyer regarding the timely procurement, execution, and delivery of the Non-Realty Items Disposition Contract; and (ii) disposition of the Non-Realty Items, as described in Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(b) **Inspections.** Seller will cooperate with Buyer before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

15. **Procedure for Closing.**

(a) **Survey.** Paragraph 6(C)(2) of the main body of this Contract is partially revised as follows: (i) the Survey described in said Paragraph 6(C)(2) shall be completed at Buyer's expense and delivered by Buyer to Seller and the Title Company within 60 days of the Effective Date; and (ii) should conditions exist which prevent the timely delivery of the Survey to Buyer, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 6(C)(2) of this Contract is not revised and is incorporated by reference.

(b) **Title Commitment.** Paragraph 6(B) of the main body of this

Contract is partially revised as follows: (i) the commitment for title insurance ("Commitment") issued by the Title Company, and, at Buyer's expense, legible copies of restrictive covenants and other documents evidencing the exceptions in the Commitment ("Exception Documents," but excluding the standard printed exceptions therein), shall be furnished by Seller and Title Company to Buyer on or before 4 days from the delivery of the Survey described above; and (ii) should conditions exist which prevent the timely delivery of the Commitment or Exception Documents to Buyer, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The reminder of said Paragraph 6(B) is not revised and is incorporated by reference.

(c) **Objections.** Paragraph 6(D) of the main body of this Contract is partially revised as follows: (i) on or before 10 days from the delivery to Buyer of the Survey, Commitment, and Exception Documents as described above, Buyer may timely object in writing (i.e., submit "Objections") to Seller (with a copy of the objections delivered to the Title Company) to all defects, exceptions, covenants, declarations, encumbrances, or other documents or issues authorized for objection in said Paragraph 6(D); (ii) should conditions exist which prevent the timely delivery of Buyer Objections, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 6(D) is not revised and is incorporated by reference.

(d) **Closing Date.** Paragraph 9 of the main body of this Contract is partially revised as follows: (i) the closing of this transaction ("Closing") shall occur as follows (unless sooner terminated in accordance with this Contract, and being subject to all contingent sale matter requirements described in this Contract) -- (1) should no Buyer Objections timely be submitted as described above, the Closing shall occur on or before 6 days from the end of the 10 day period in which Buyer Objections must be timely submitted, or (2) should Buyer Objections timely be submitted as described above, the Closing shall occur on or before 6 days from the end of the 15 day Cure Period described in Paragraph 6(D) of the main body of this Contract; (ii) all existing non-mineral surface leases (written or oral) shall be terminated, cancelled, or rescinded at or before Closing; and (iii) should conditions exist which prevent the timely Closing as herein described, an extension of this Contract upon a Party's reasonable request shall not unreasonably be denied by the other Party. The remainder of said Paragraph 9 is not revised and is incorporated by reference.

(e) **Closing Location.** The Closing shall occur at the title company office, or at another location in Val Verde County, Texas which is mutually agreed upon by the Parties.

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(f) **Conditions Precedent.** Neither Party will be obligated to close the sale and purchase of the Property unless the following conditions precedent have been satisfied, and any of these conditions may be waived by a Party in its discretion -- except item (iv) as hereafter described: (i) the representations and warranties of the other Party must be true and correct at Closing; (ii) the other Party must have performed all covenants, obligations, and agreements required to be performed at or before Closing by the terms and provisions of this Contract; (iii) no voluntary or involuntary proceeding in bankruptcy shall be pending with respect to the other Party; and (iv) all contingent sale matter requirements must have occurred in compliance with the requirements of Paragraph 5 in this Exhibit 3.

(g) **Payment of Sales Price.** Buyer will deliver the Sales Price in good funds acceptable to the Title Company and other amounts that Buyer is obligated to pay under this Contract to said company. The amount of the Independent Consideration will be applied at Closing to the Sales Price.

(h) **Disbursement of Funds, Recording, and Copies.** The Title Company will be instructed to disburse the Sales Price and other funds in accordance with this Contract, record the deed and the other closing documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.

(i) **Possession.** Seller will deliver possession of the Property to Buyer, and convey title to the said property to Buyer through execution and filing of a General Warranty Deed. The disposition of the Non-Realty Items shall occur in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(j) **Closing Costs.** The Parties shall deliver their respective closing costs, as described in this Contract, to the Title Company in good funds acceptable to said company.

(k) **Post-Closing Adjustments.** If errors in proration made at Closing are identified within 90 days after Closing, the Parties will make post-closing adjustments to correct the errors within 15 days after receipt of notice of the errors, if any.

(l) **Issuance of Title Policy.** Seller will cause the Title Company to issue the owner's policy of title insurance to Buyer as soon as practicable after Closing.

(m) **BROKER COMMISSION. TO THE EXTENT AUTHORIZED BY TEXAS LAW, EACH PARTY (AS AN INDEMNITOR PARTY) AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY (AS AN INDEMNITEE**

PARTY) FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING FROM A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE INDEMNITOR PARTY FOR A BROKER'S FEE, OR FINDER'S FEE, OR COMMISSION BECAUSE OF THIS TRANSACTION OR CONTRACT, WHETHER OR NOT THE CLAIMANT IS DISCLOSED TO THE INDEMNITEE PARTY. AT CLOSING, EACH PARTY WILL PROVIDE THE OTHER PARTY WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS FOR WHICH EACH PARTY WAS RESPONSIBLE, IF ANY.

16. **Additional Conditions Precedent**. The following additional conditions precedent to Buyer's obligation to close this transaction are agreed by the Parties:

(a) **Title.** Seller shall deliver and convey to Buyer insurable, full, and indefeasible fee simple title to the Property through the instruments described in this Contract, subject only to the following: (i) the form, scope, reservations, and exceptions described in this Contract; (ii) those matters shown on Schedule B of the Commitment issued by the Title Company; (iii) any matters shown on Schedule C of the Commitment issued by said company that Buyer expressly agrees to accept as exceptions to coverage under the owner's policy of title insurance to be issued by said company to Buyer regarding this transaction; and (iv) any requirements required for the transfer of the personal property items made the subject in part of this Contract, and as required by a governmental authority authorized to approve the transfer of said items to Buyer, and the disposition of the Non-Realty Items shall occur in compliance with Paragraphs 1(b)(iv)(v), 3(b), and 5(b) of this Exhibit 3.

(b) **Document Delivery.** Seller shall have executed and delivered to Buyer at Closing each of the following: (i) the General Warranty Deed as herein described; (ii) a Seller's affidavit acceptable to the Title Company for issuance to Buyer of an owner's policy of title insurance; and (iii) such other documents as the Title Company or this Contract may require to consummate this transaction. The Non-Realty Items Disposition Contract shall be executed and delivered to Buyer on or before the Closing Date, with a copy thereof provided to Seller and the Title Company.

(c) **Seller Performance of Obligations.** Seller shall have performed all of its obligations described in this Contract.

(d) **Representations and Warranties.** All of Seller's covenants, warranties, representations, agreements, and obligations described in this Contract shall continue to be true and correct on the Closing Date.

Initialed for Identification by Buyer GW and Seller EB EB

(e) **Environmental Condition.** There shall be no material change in the environmental condition of the Property between the Date the Seller acquired the Property and the Closing Date.

(f) **Litigation.** On the Closing, there shall be no litigation pending or threatened, seeking to: (i) enjoin the consummation of the sale and purchase hereunder; (ii) recover title to or possession the Property, or any part thereof or any interest therein; (iii) increase substantially ad valorem taxes theretofore or thereafter assessed against the Property; or (iv) enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property.

17. **Buyer's Waiver or Termination Options.**

(a) Buyer may waive any or all of the conditions precedent to Closing described in this Contract, with the exception of the contingent sale matter requirements described in Paragraph 5 of this Exhibit 3.

(b) With respect to those conditions precedent which require Seller's cooperation or subsequent action, Seller shall undertake such cooperation or action in good faith. If, notwithstanding Seller's commercially reasonably diligent effort to do so, all of the foregoing conditions precedent are not satisfied on or before the Closing Date, and Buyer is not in default under this Contract, Buyer shall have the right and option to: (i) waive any such unsatisfied condition precedent, with the exception of the contingent sale matter requirements described in Paragraph 5 in this Exhibit 3, and proceed to close this transaction and Contract in accordance with its terms, without any adjustment to the Sales Price; or (ii) terminate this Contract on or before the Closing Date, with written notice delivered to Seller, with the Earnest Money returned to Buyer, and such termination not constituting a default of this Contract by Buyer.

(c) Should all contingent sale matters and requirements not occur in compliance with Paragraph 5 of this Exhibit 3, the Parties agree that Buyer, in Buyer's sole discretion and judgment, may terminate this Contract on or before the Closing Date, with written notice delivered to Seller, and: (i) such termination shall not constitute a default of this Contract by Buyer; and (ii) all Buyer's Earnest Money shall be returned to Buyer.

(d) If Buyer is not in default of this Contract and elects to terminate this Contract, then all rights and obligations of the Parties to each other under this Contract shall end, except for any provision of this Contract or matter which survives termination.

Initialed for Identification by Buyer MVP and Seller

18. **Conveyance.** The General Warranty Deed required for the conveyance of the Property shall be in the form contained in the current State Bar of Texas Real Estate Forms Manual, modified as necessary to reflect the terms of this transaction. The Property made the subject of and described in this Contract will be conveyed subject only to the following: (a) the form, scope, reservations, and exceptions of said deed described in this Contract; (b) those matters shown on Schedule B of the Commitment issued by the Title Company; and (c) any matters shown on Schedule C of the Commitment issued by said company that Buyer expressly agrees to accept as exceptions to coverage under the owner's policy of title insurance to be issued by said company to Buyer regarding this transaction.

19. **Administrative Provisions.**

(a) **Construction and Interpretation.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. If any provision of this Contract is or may be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way. The rule of construction that ambiguities in a document are construed against the party who drafted it shall not apply in interpreting this Contract.

(b) **Amendment and Waiver.** This Contract may not be modified, revised, or amended, except by a subsequent agreement in writing signed by Seller and Buyer. Default is not waived if the non-defaulting Party fails to declare a default immediately or delays taking any action with respect to the default.

(c) **Power to Execute**. Each entity or person executing this Contract warrants and represents that he is fully authorized to do so.

(d) **Assignment.** This Contract may not be assigned without the prior written consent of all Parties. No permitted assignment of this Contract shall relieve the assignor of its duties and obligations under this Contract prior to such assignment.

(e) **Binding Terms.** This Contract shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors and permitted assigns, subject to the protections afforded Buyer under the doctrine of governmental immunity.

(f) **Entire Agreement.** This Contract (including all attached Exhibits) constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No agreement, covenant, warranty, representation, obligation, or condition which is not expressed herein shall be binding upon the Parties or shall affect or be

Initialed for Identification by Buyer _____ and Seller _____

effective to interpret, change or restrict the provisions of this Contract. The representations, warranties, representations, obligations, and covenants of the Parties in this Contract, including a default or breach of a Party regarding this Contract, shall survive Closing.

(g) **Acknowledgement of Cancellation.** Upon a termination or cancellation of this Contract, both Parties covenant and agree to execute such documents as either Party may reasonably request to evidence such termination.

(h) **Time.** Time is of the essence. Unless otherwise specified, all references in this Contract to **"days"** shall mean calendar days. Business days, if used in this Contract, shall exclude Saturdays, Sundays, and legal public holidays as then recognized and observed by the Buyer. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then observed by Buyer, the date for performance will be the next following regular business day.

(i) **Attorney's Fees, Interest, and Costs.** In the event litigation is filed regarding this Contract, including a claim alleging a default by a Party regarding any obligation herein required, the prevailing Party shall be entitled to recover its attorney's fees, costs, accrued or assessed interest (including pre-judgment and post-judgment interest), and all expenses incurred in the litigation as allowed by law.

(j) **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Contract are effective as original signatures.

(k) **Independent Consideration.** The provisions of the Termination Option described in Paragraph 23 of the main body of this Contract, and the additional $1,000.00 additional earnest money described in Paragraph 5 of the main body of this Contract, are incorporated by reference. For avoidance of doubt, the Parties agree that the: (i) $1,000.00 additional earnest money described in said Paragraph 5 constitutes the $1,000.00 Option Fee described in said Paragraph 23; (ii) $1,000.00 Option Fee shall timely be delivered by Buyer to the Title Company within the 3 day period described in said Paragraphs 5 and 23; and (iii) $1,000.00 Option Fee constitutes independent consideration.

(l) **Place for Performance, Venue, and Mediation.** This Contract shall be performed in Val Verde County, Texas. The Parties have a duty to mitigate damages. Venue for any suit regarding or related to this Contract shall be in a court of competent jurisdiction in Val Verde County, Texas, or in the appropriate federal court designated for said county in the

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court system of the United States District Court for the Western District of Texas. No suit shall be filed by a Party regarding or related to this Contract unless the Parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code; however, a Party may file an authorized suit solely for injunction or mandamus relief regarding or related to this Contract without first submitting that dispute to mediation. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, travel expenses, and all other expenses. The mediation shall occur in Val Verde County, Texas and the mediator shall be selected by the Parties' mutual agreement. However, should the Parties fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the required mediation: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

(m) **Survival**. The provisions of this Contract that expressly survive termination or Closing, and other obligations of this Contract that cannot be performed before termination of this Contract or before Closing, survive termination of this Contract and Closing, and further the: (i) legal doctrine of merger does not apply to said matters; and (ii) representations made by the Parties pursuant to this Contract as of Closing shall survive Closing.

(n) **No Third-Party Beneficiaries or Special Relationships**. There are no third-party beneficiaries of this Contract. The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

Initialed for Identification by Buyer MD and Seller

Val Verde County
General Fund
901 Bedell Ave, Suite A
Del Rio, TX 78840

The Bank & Trust

85564

CHECK DATE	PAY THIS AMOUNT
08/21/2019	$5,000.00

PAY ---Five Thousand Dollars and 00/100 Cents---

TO THE ORDER OF
Del Rio Title Company
300 E. Losoya Street
Del Rio, TX 78840-

⑈85564⑈ ⑆114901370⑆ ⑈3929396⑈

Val Verde County
General Fund
901 Bedell Ave, Suite A
Del Rio, TX 78840

The Bank & Trust

85565

CHECK DATE	PAY THIS AMOUNT
08/21/2019	$1,000.00

PAY ---One Thousand Dollars and 00/100 Cents---

TO THE ORDER OF
Del Rio Title Company
300 E. Losoya Street
Del Rio, TX 78840-

⑈85565⑈ ⑆114901370⑆ ⑈3929396⑈

RECEIPT No. 008288

DATE August 22, 2019

FROM Val Verde County $5,000.00

Five Thousand DOLLARS

○ FOR RENT
⊘ FOR Earnest Money

ACCT.		○ CASH	Del Rio Title Company
PAID	5000	⊘ CHECK	FROM TO
DUE		○ MONEY ORDER	
		○ CREDIT CARD	BY Ashley Torres

A-1152 T-4161

ECEIPT No. 008289

August 22, 2019

Val Verde County $1,000

One-Thousand DOLLAR

I RENT
Additional Earnest Mone

		○ CASH	Del Rio Title Co.
	1000	⊘ CHECK	FROM TO
		○ MONEY ORDER	
		○ CREDIT CARD	BY Ashley Torres

A-1 T-4

#32

A802

Equipment Cost Calculation Sheet

Contractor Locality: Val Verde County TxCDBG Contract No: 7218026

Equipment Type and ID No: 310SL Back Hoe Loader with Couplers & Hammer

Manufacturer and Model: John Deere Owned: ☒ Rented ☐

HP/Engine Size: 99 HP Capacity: _____

Equipment will be used for:
Digging waterlines on Ridgeline for TxCDBG 7218026

Name of qualified operator(s) that may be used on this project:
Reynaldo Rodriguez

Reimbursement Method: FEMA Rate: ☒ Depreciation: ☐ Rental Contract: ☐

Reimbursement via FEMA RATE

FEMA Equipment Code: 8573 Rate: $49.55

Documentation of ownership (Attach)

Reimbursement via DEPRECIATION:

Method of Depreciation: _____ Rate: _____

Documentation of ownership (Attach)

Reimbursement via RENTAL CONTRACT (Attach copy of contract):

Rental Company: _____

Rental Contract Duration: (start)_____ to (end)_____

Rental Contract Cost: _____ Rate: _____

☐ Daily Rental Period (divide cost by 8 hrs) ☐ Weekly Rental Period (divide cost by 40 hrs)

☐ Monthly Rental Period (divide cost by 160 hrs) ☐ Other Rental Period (divide cost by _____ hrs)

The information provided above is accurate, and certified by:

Completed by: Esser & Company Consulting LLC Approved by: _____

COPY

09/01/2019

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$	354.84
8540	Loader, Skid-Steer	Operating Capacity	975 - 1030 Lbs	to 36		hour	$	20.53
8541	Loader, Skid-Steer	Operating Capacity	1700 - 2200 Lbs	to 66		hour	$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2400 to 3300 Lbs	to 6		hour	$	36.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$	38.36
8551	Snow Blower, Truck Mntd	Capacity	1000 Tph	to 200	Does not include truck	hour	$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$	140.66
8553	Snow Blower, Truck Mntd	Capacity	3500 Tph	to 400	Does not include truck	hour	$	156.90
8556	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 420		hour	$	234.46
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$	285.86
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Winhas	418	Equip with Plow & Broom	hour	$	360.00
8564	The Vammas 5500	RM300	96" A + 20" D	350	soil Stabilization, Reclaimer	hour	$	210.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	$	229.00
8569	Dust Control Device Unit	1300-2000 gal	170"Lx98"Wx51"H	5.6	Hydro Pump w/100' 1/2" hose	hour	$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	2.5 CY	to 40	Loader and Backhoe Buckets included	hour	$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included	hour	$	31.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Ga	16	burners, insulated tank, and circulating spray bar	hour	$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	35	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	22.40
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	32.62
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover	hour	$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover	hour	$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	$	18.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	$	28.39
8614	Truck, Water Tanker	1000 gal. tank		175		hour	$	35.84
8620	Tub Grinder			to 440		hour	$	98.32
8621	Tub Grinder			to 630		hour	$	148.62
8622	Tub Grinder			to 760		hour	$	186.56
8623	Tub Grinder			to 1000		hour	$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		132		hour	$	46.56
8629	Stump Grinder	24" grinding wheel		110		hour	$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 32	Trailer & truck mounted. Does not include Prime Mover.	hour	$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Ga	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$	32.60
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 25		hour	$	16.66

JOHN DEERE



310SL

Backhoe

- Net Peak Power: 74 kW (99 hp) at 2,240 rpm
- Max Standard Dipperstick Digging Depth: 4.35 m (14 ft. 3 in.)
- Operating Weight: 7,199 kg (15,872 lb.)

Build Your Own

Download Product Brochure >
Find a Dealer >
Compare to Competitors >

Features

Expand All

+ Engine
+ PowerShift™ Transmission
+ Mechanical-Front-Wheel-Drive
+ Cab and Controls
+ Ride Control

Show More

JOHN DEERE

HOUSE

Quote Id: 21192895

Prepared For:

VAL VERDE COUNTY PURCHASING

Prepared By: **LANDON BROCKMAN**

Yellowhouse Machinery Co.
5550 Link Road
San Angelo, TX 76904

Tel: 325-651-3337
Fax: 325-651-3037
Email: landonb@yellowhouse.us

Date: 06 February 2020

Offer Expires: 28 February 2020

Confidential

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JOHN DEERE

HOUSE

Quote Summary

Prepared For:
VAL VERDE COUNTY PURCHASING
400 Pecan St
Del Rio, TX 78840
Business: 830-774-7501

Prepared By:
LANDON BROCKMAN
Yellowhouse Machinery Co.
5550 Link Road
San Angelo, TX 76904
Phone: 325-651-3337
landonb@yellowhouse.us

Quote Id: 21192895
Created On: 06 February 2020
Last Modified On: 06 February 2020
Expiration Date: 28 February 2020

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 310SL BACKHOE LOADER	$ 103,834.81	X	1	=	$ 103,834.81
John Deere Extended Warranty-5YR/3K COMP	$ 1,659.00	X	1	=	$ 1,659.00
Sub Total					**$ 105,493.81**
Equipment Total					**$ 105,493.81**

Trade In Summary	Qty	Each	Extended
2018 JOHN DEERE 310SL - 1T0310SLAJF333545	1	$ 70,000.00	$ 70,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 70,000.00
Trade In Total			**$ 70,000.00**

Quote Summary	
Equipment Total	$ 105,493.81
Trade In	$ (70,000.00)
SubTotal	$ 35,493.81
Total	$ 35,493.81
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 35,493.81**

Salesperson : X _____

Accepted By : X _____

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JOHN DEERE

HOUSE

Selling Equipment

Quote Id: 21192895 Customer: VAL VERDE COUNTY PURCHASING

JOHN DEERE 310SL BACKHOE LOADER

Hours:
Stock Number:

Description	Qty	Unit	Selling Price $ 103,834.81 Extended
310SL BACKHOE LOADER	1	$ 118,992.00	$ 118,992.00
Standard Options - Per Unit			
JDLink Ultimate 5 Year Subscription	1	$ 0.00	$ 0.00
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	$ 10,028.00	$ 10,028.00
Cab	1	$ 13,243.00	$ 13,243.00
English Decals with English Operator and Safety Manuals	1	$ 0.00	$ 0.00
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	$ 0.00	$ 0.00
Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1	$ 0.00	$ 0.00
Pilot Controls, Two Lever, with Pattern Selection	1	$ 2,594.00	$ 2,594.00
Less Coupler	1	$ 0.00	$ 0.00
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	$ 1,370.00	$ 1,370.00
Extendible Dipperstick	1	$ 8,365.00	$ 8,365.00
Auxiliary Hydraulic with One Way Flow (Hammer)	1	$ 2,759.00	$ 2,759.00
Loader Coupler, 2-Function Hydraulics, Single Lever	1	$ 6,829.00	$ 6,829.00
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1	$ 3,522.00	$ 3,522.00
750 Lb. (340 kg) Front Counterweight	1	$ 998.00	$ 998.00
Single Battery With Disconnect and Jump Post	1	$ 257.00	$ 257.00
Chrome Exhaust Extension	1	$ 178.00	$ 178.00
LED Light Package	1	$ 1,053.00	$ 1,053.00
Heavy-Duty Grille Frame	1	$ 555.00	$ 555.00
Heavy-Duty Backhoe Bucket Cylinder	1	$ 273.00	$ 273.00
Radio, Bosch Basic Package	1	$ 873.00	$ 873.00
Seat, Cloth Air-Suspension	1	$ 503.00	$ 503.00
Standard Options Total			**$ 53,400.00**
Service Agreements			

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JOHN DEERE

HOUSE

Selling Equipment

Quote Id: 21192895 Customer: VAL VERDE COUNTY PURCHASING

	John Deere Extended Warranty - 5YR/3K COMP	1	$ 1,659.00	$ 1,659.00
	Service Agreements Total			$ 1,659.00
	Suggested Price			$ 174,051.00
	Customer Discounts			
	Customer Discounts Total		$ -68,557.19	$ -68,557.19
Total Selling Price				**$ 105,493.81**

Confidential

JOHN DEERE

HOUSE

Trade In

Quote Id: 21192895 Customer: VAL VERDE COUNTY PURCHASING

	2018 JOHN DEERE 310SL SN# 1T0310SLAJF333545
Machine Details	

Description	Net Trade Value
2018 JOHN DEERE 310SL SN# 1T0310SLAJF333545 Stock Number : 333545UD Your Trade In Description	$ 70,000.00

Additional Options	
Hour Meter Reading	490

Total	$ 70,000.00

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JOHN DEERE Extended Warranty

Extended Warranty Proposal

JOHN DEERE 310SL BACKHOE LOADER

Date : February 6, 2020

Machine/Use Information		**Plan Description**		**Price**	
Manufacturer	JOHN DEERE	Application		Deductible	
Equipment Type	310SL LOADER BACKHOE	Coverage		List	$ 1,659.00
Model	310SL LOADER BACKHOE	Total Months			
Country	US	Total Hours			

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products and may be purchased at any time before the product's Standard Warranty or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-relatec risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program.
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

#34

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, Jr., County Judge
Martin Wardlaw, Commissioner Pct. 1
Juan Carlos Vasquez, Commissioner Pct. 2
Robert Nettleton, Commissioner Pct. 3
Gustavo Flores, Commissioner Pct. 4

From: Juanita Barrera, HR Director

Date: February 11, 2020

Subject: **Survey Payroll Deduction – Current Property Taxes**

Per Commissioners Court request, I sent out a survey on January 28, 2020 asking employees if they would be interested in having a property tax payroll deduction. Out of approximately 244 employees we received 34 responses. 16 employees said no and 18 said yes. There were some questions brought up and a response was submitted.

If further information is needed, please let me know.

#35

VAL VERDE COUNTY
HUMAN RESOURCES DEPT

MEMORANDUM

To: Lewis G. Owens, Jr., County Judge
Martin Wardlaw, Commissioner Pct. 1
Juan Carlos Vasquez, Commissioner Pct. 2
Robert Nettleton, Commissioner Pct. 3
Gustavo Flores, Commissioner Pct. 4

From: Juanita Barrera, HR Director

Date: February 11, 2020

Subject: **2019 Healthy County Employee Rewards**

This memo will serve as information regarding the Healthy County 2019 Challenge Program. This year we have been rewarded with a check in the amount of $2,790.00. In the last 3 years our reward amount has increased each year and for that we thank all employees of Val Verde County who participate in the challenges. Rewards are earned based on participation in one or more of the following opportunities:

- Counties will earn ½ of the percentage of the maximum eligible amount of employer rewards from employees who earn a healthy lifestyle reward;
- Counties with a County Specific Incentive earn 30% of the eligible amount; and
- Counties who schedule at least 1 training in the calendar year will earn 10% and can earn up to an additional 10% based on employee attendance.

This year's wellness program has started and we are looking forward to having more employees enroll and participate in the fitness challenges.

This money can only be used for employee wellness program, needs to be health related, be available to all employees and promote ongoing attention to health initiatives that provide lasting benefits.

If further information is needed, please let me know.

TAC-HEALTH and EMPLOYEE BENEFITS POOL

CHECK DATE	CHECK NO.
1/27/2020	010448

10448

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
VALVERDE	Val Verde County	

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
12/31/2019	2019 VALVERDE	2019 HEALTHY CO EMP REWARD	$2,790.00

$2,790.00

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

10448

TEXAS ASSOCIATION OF COUNTIES
HEALTH and EMPLOYEE BENEFITS POOL
P.O. BOX 2131
AUSTIN, TX 78768
(512) 478-8753

FROST BANK
30-9/1140

DATE	AMOUNT
1/27/2020	$2,790.00

PAY Two Thousand Seven Hundred Ninety Dollars and 00 Cents

TO THE ORDER OF Val Verde County

VOID AFTER 180 DAYS

Susan M Redford
Lisa G. Green

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW — HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈010448⑈ ⑆114000093⑆ 5916?458?⑈

TAC-HEALTH and EMPLOYEE BENEFITS POOL

$C%5%2%0000000000013594

Val Verde County

TO REORDER CALL (706) 327-9550 W14SF001015M 05.14

VOL. 56 PG. 788

#35

Healthy County

2019 Employer Rewards



VOL. 56 PG. 789

2019 Healthy County Employer Rewards

What is the Healthy County Employer Rewards program?

A successful wellness program requires effort and support at the local level. The Healthy County Employer Rewards program honors participating members for their efforts and success in helping employees enroll and complete various Healthy County programs. The Texas Association of Counties Health and Employee Benefits Pool grants eligible employers funds based on the amount their employees earn in incentive prizes through program participation. A member county may use the Pool's funds for future health and wellness initiatives.

Who is eligible to receive Employer Rewards?

An employer is eligible to receive a reward if they:

- Are a member of the Pool (ASO groups are not eligible)
- Designate a wellness coordinator and wellness sponsor

How do members earn Employer Rewards?

Members earn rewards based on their participation in one or more of the following opportunities. The total amount rewarded will be calculated based on the sum of the percentage earned per each opportunity met.

1. Counties will earn 10% of the percentage of the maximum eligible amount of Employer Rewards from employees who earn a Healthy Lifestyle Reward.
2. Counties with a County Specific Incentive (CSI) will earn 30% of eligible amount; and
3. Counties that schedule at least 1 training in the calendar year will earn 10% and can earn up to an additional 10%, based on employee attendance.

Employee attendance percentage earned:
10% Attendance = 2% Bonus
30% Attendance = 4% Bonus
50% Attendance = 6% Bonus
70% Attendance = 8% Bonus
90% Attendance = 10% Bonus

*The maximum amount will be based on the number of covered employees.

Group Size	Max Amount Eligible to Earn
25 Lives or under	$1,250
26-50 Lives	$3,000
50-99 Lives	$5,000
100-199 Lives	$7,000
Over 200 Lives	$9,000

Example: County A has 100 employees. 20% of employees earn the $50 incentive, they implement a county specific incentive (CSI), and had a training where 30% of employees attended. The county will earn 10% for Challenge participation, 30% for the CSI, and 14% for the training, which will be 54% of $7,000. The county will receive a check for $3,780 for 2019 participation.

Why is the Pool doing this?

The Pool's intention is to provide members with resources to build a positive, healthy and safe work environment and to encourage employees to engage in healthier behaviors. The Pool's members, including elected officials and employees of Texas counties, represent one of our state's most valuable assets - public servants to all Texas citizens. When officials and employees are healthy, they are better able to provide quality service, manage stress appropriately, experience fewer lost workdays and model healthy behaviors for their families and the community. Healthy employees also save taxpayers' money due to lower health care costs and workers' compensation costs, as well as a reduced rate of absenteeism. The Pool's ultimate goals are to reduce health care costs and make better use of taxpayers' dollars by improving the quality of your employees' health.

How can a member use the Healthy County Employer Rewards?

The Pool recommends reward funds be applied toward the member's wellness program and:

- Be health related,
- Be available to all employees; and
- Promote ongoing attendance in wellness initiatives that provide lasting benefits.

Ideas for how to use Employer Rewards:

- **To provide healthy evidence-based worksite and safety programs**. Trainings can arm individuals with new knowledge about their own health and safety. Examples include flu prevention & adult vaccinations, biometric screening for cholesterol, triglycerides, blood glucose and blood pressure, learning lunches or education programs like those provided by AgriLife Extension Agents such as Do Not Be Well to Diabetes and Step Up & Scale Back exercise and ergonomic training.

- **To support the people who are responsible for coordinating county health initiatives, building infrastructure and promoting employee wellness.** Health initiatives are more effective when the person assigned to promote the program is provided with time and resources necessary to meet identified objectives. Examples include: county officials allowing time and budgeting financial resources for the Healthy County wellness coordinator to roll out programs and organize wellness initiatives.
- **To prepare and implement safety, health and wellness policies.** Policies that reinforce healthy lifestyle efforts encourage a healthy worksite culture. Examples include: smoke free policies, clean-air maintenance plan; allowing a flextime schedule to encourage exercise during lunch; and creating a media library for employees to check- out educational DVDs on various health and safety topics such as stress management, the risks of obesity, balancing work and home life, co-worker dynamics, and the importance of physical exercise, etc.

The mission of Healthy County, the Texas Association of Counties Health and Employee Benefits Pool wellness program, is to optimize the health and well-being of its members.

- **To improve environmental working conditions.** Health and productivity are increased by identifying ways to improve the employees' physical work environment and implementing changes.
  Examples include: installing hands-free fixtures (faucets, flushers, soap and paper towel dispensers) in restrooms and kitchens to slow down the spread of infections; purchasing a kiosk computer to provide Internet access for those without a work or home computer; conducting a worksite wellness audit; developing walking routes and trails near the worksite; installing bike racks or creating a bike storage area; installing slip-resistant flooring and guardrails; providing shower and changing facilities; setting up motivational signs; and adding rubber treading to stairs or carpet to encourage stair climbing at the worksite.
- **To purchase fitness equipment.** The purchase of fitness equipment for a county-owned and operated fitness center is permitted. Or the purchase (or subsidize) of physical activity tracking devices, such as a Fitbit or Garmin for employees. Funds may also be used to purchase equipment, such as the Fitbit or Garmin scale.
- **To improve the nutritional value of food products available to elected officials and county employees.** Healthier food choices during the work day equal healthier adults.
  Examples include: purchasing (or subsidizing)a healthy snack machine with items such as fat-free milk; fruits, low-calorie snacks and caffeine-free beverages; and hosting a Farmer's Market during peak growing seasons.
- **To encourage participation and sustain employee engagement in health and wellness activities.** The purchase of incentives is permitted, subject to restrictions in state and federal law.

Health Insurance Portability and Accountability Act (HIPAA) Wellness Program Rules:

- Classify wellness programs as either participatory or health-contingent, with different rules for each;
- Classify health-contingent wellness programs as either activity-based or outcome-based, with different rules for each; and
- Set out five requirements for health-contingent wellness programs:
  1. Includes annual opportunity to qualify for reward.
  2. Sets limits on amount of award based on cost of employee-only coverage.
  3. Requires program be reasonably designed to promote health or prevent disease.
  4. Requires program include a reasonable alternative method for earning a reward be provided for employees who are otherwise unable to meet the requirements to earn an award and
  5. Calls for notice of availability of reasonable alternative in all program materials.