



COMMISSIONER'S COURT MINUTES
MAY 25TH REGULAR TERM, A.D. 2021

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

BE IT REMEMBERED that on this the 25th day of May A.D. 2021 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-325	N	V		Motion to approve		O,W,V,N,F		
				April 15, 2021 and				
				April 27, 2021				
				Minutes.				

5. Citizens' Comments.

- 1) _____ NONE _____
- 2) _____
- 3) _____

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

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

MOTION KEY:

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

QUORUM

☒ COUNTY JUDGE

____ Judge's Staff

____ Judge's Staff

☒ COMM. PRCT# 1

☒ COMM. PRCT# 2

☒ COMM. PRCT# 3

☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

☒ COUNTY ATTY

____ COUNTY ATTY STAFF

____ COUNTY ATTY STAFF

____ DISTRICT CLERK

____ IT

☒ SHERIFF

____ SHERIFF'S STAFF

☒ AUDITOR

☒ TREASURER

____ PURCHASING

☒ HR

____ TAX COLLECTOR

____ RISK MGMT

____ FIRE DEPT

____ EMERGENCY MGMT

____ JP #1 Constable #1

____ JP #2 Constable #2

____ JP #3 Constable #3

☒ JP #4 Constable #4

____ OTHER _____

6. Approving subdivision plats.

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

7. Approving certificates of compliance.

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

8. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-326	N	F		Motion to approve as presented.		O,W,V,N,F		

9. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-327	N	F		Motion to approve as presented.		O,W,V,N,F		

10. New election equipment demonstration by ES&S.

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

11. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-328	W	V		Motion to approve as presented.		O,W,V,N,F		

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

Adrian Bitela, Veterans Service Officer

12. Requesting permission to have a Memorial Day Candle Light Vigil on Sunday, May 30, 2021 at Val Verde County Courthouse.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-329	W	V		Motion to approve as presented.		O,W,V,N,F		

Matthew S. Weingardt, County Auditor

13. Auditor's Report.

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

14. Budget adjustment from available appropriations:

A. Weather Emergency -\$6,850.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-330	N	F		Motion to approve up to \$10,265.00 out		O,W,V,N,F		
				Of contingency and if reimbursed, then				
				Back to contingency.				

B. Computer Maintenance -\$5,000.00

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-331	N	V		Motion to approve and pay out of		O,W,V,N,F		
				Contingency.				

C. Veterans Office -\$600 from Maintenance and Fuel into Travel & Training Funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-332	N	F		Motion to approve as presented.		O,W,V,N,F		

Aaron D. Rodriguez, County Treasurer

15. Treasurer's Report.

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

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

Lewis G. Owens Jr., County Judge**16. Present a Resolution honoring Miss Val Verde and Miss Val Verde Teen Pageant Courts.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-333	N	F		Motion to approve as presented.		O,W,V,N,F		

17. Discussion and possible action on a Resolution for the Del Rio Cheerleaders on their win at Disney World.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-334	N	V		Motion to approve as presented.		O,W,V,N,F		

18. Discussing matters relating to COVID-19.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Report Only.				
				(#s down; 36,000 eligible for vaccine; 24,000				
				To be done by end of June; personnel cuts to				
				Begin by the end of June.)				

19. Discussion on immigrants.

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

20. Discussion and possible action in approving request from County Court at Law regarding student non-paid internships from Sul Ross State University for the 2021 Summer/Fall and Spring 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-335	N	F		Motion to approve as presented.		O,W,V,N,F		

21. Discussion and possible action on employee's insurance rates.

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

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

22. Discussion and possible action on the annual increase for retirement to the county.

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

23. Discussion and possible action on setting a date for the Employee Appreciation Ceremony.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-336	N	F		Motion to schedule Employee		O,W,V,N,F		
				Appreciation Ceremony for				
				December 10, 2021.				

24. Discussion and possible action on the use of the Fairgrounds for county events and set dates.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-337	N	V		Motion to approve Noches Musicales		O,W,V,N,F		
				Every other week, 2 nd week of the month				

25. Discussion and possible action on accepting two properties that the School District wants to donate to Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-338	N	F		Motion to accept property donation from		O,W,V,N,F		
				School District (Cardwell & Sam Houston				
				possible).				

26. Discussion and possible action on looking into 40 to 60 acres for baseball fields and parks to be donated off of 90 West across from Agarita street.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-339	N	V		Motion to authorize the Judge to negotiate		O,W,V,N,F		
				for the donation of property off 90 West				
				Across Agarita Street for baseball fields.				

27. Discussion and possible action on a letter of support to open bridge for legal travelers.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-340	N	V		Motion to authorize the Judge to		O,W,V,N,F		
				Send a letter of support to open				
				Bridge for legal travelers.				

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

28. Discussion and possible action on paying off a loan to Texas Community Bank.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-341	N	V		Motion to Table.		O,W,V,N,F		

29. Discussion and possible action on a budget adjustment for funds that were set aside for Sheriff's Office out of Contingency to be put back to Contingency.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-342	N	F		Motion to approve as presented.		O,W,V,N,F		
				[Clerk's Note: Amount of \$16,000]				

Suzanne West, District Attorney**30. Discussion and possible action requesting Commissioner's Court for approval to get a cell phone.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-343	N	V		Motion to approve as presented.		O,W,V,N,F		

31. Discussion and possible action requesting Commissioner's Court approval to increase BPU Assistant District Attorney salary from \$70,000.00 to \$86,000.00 which is the amount allocated for that position. To be made effective for pay period #12.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-344	N	F		Motion to approve as presented and as		O,W,V,N,F		
				Included in the State's budget.				

Guillermo Sanchez, County Purchasing Agent**32. Approval of a Capital Purchase of an office shredder for County Judge's Office. Price not to exceed \$1,700.00 to be paid out of County Judge Capital Outlay budget line item.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-345	N	F		Motion to approve as presented.		O,W,V,N,F		

33. Approval of a Capital Purchase of a desk for 83rd District Court at a price of \$743.94 to be paid out of 83rd District Court Capital Outlay budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-346	W	V		Motion to approve as presented.		O,W,V,N,F		
				[Clerk's Note: Cost to be moved from Jury allocation funds.]				

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

34. Award or reject Bid 21-06 Aluminum Material for Fairgrounds Grandstands to Sturdi Steel Company at a price of \$110,226.00 to be paid out of Fairgrounds Projects budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-347	W	F		Motion to approve as presented.		O,W,V,N,F		

35. Approval of a Capital Purchase of a Pneumatic Roller for Pct. 3 Road and Bridge at a cost of \$99,213.84 through Sourcewell Co-Op Contract No. 032119-CAT. To be paid out of Pct.3 Road Equipment 2021 Tax Note.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-348	F	V		Motion to Table.		O,W,V,N,F		

Carlos Velarde, County Engineer

36. Revision of Plat (Re-Plat) modifying Lots 10 and 11, Block 1, Rio Diablo South.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-349	V	W		Motion to approve as presented.		O,W,V,N,F		

37. Revision of Plat (Re-Plat) establishing Lot-A (10.5 Acres), out of Lots 5 and 6, Salem Point Subdivision.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-350	F	V		Motion to approve as presented.		O,W,V,N,F		

38. Authorize County Judge to sign TxDOT Form 1058-Permit request to Construct Access Driveway for County road Bayview Drive south intersection with US Hwy 90W.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-351	V	F		Motion to approve as presented.		O,W,V,N,F		

Edgar Perez, County Fairgrounds Manager

39. Discussion on what to do with the totes that were used for the disinfectant.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-352	V	W		Motion to place totes up for auction.		O,W,V,N,F		

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

Joe Frank Martinez, County Sheriff

40. Discussion and possible action authorizing Val Verde Sheriff's Office Deputies, in conjunction with the United States Marshal's Service, to work overtime.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-353	V	F		Motion to approve after review by		O,W,V,N,F		
				County Attorney. Overtime to be				
				Paid by U.S. Marshal's Office.				

Juanita Barrera, Human Resources

41. Authorizing Juanita Barrera, HR Director to accept safety equipment from the 2021 TAC Risk Management Program Employee Safety Equipment for Precinct and Fairground employees.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-354	V	W		Motion to approve as presented.		O,W,V,N,F		

[Clerk's Note: Commissioner Nettleton left the meeting at this time.]

42. Discussion and approval of converting Clerk 3 position to a Clerk 4 with a base pay change from \$27,885.00 to \$29,139.00 and converting the Clerk 1 position to Clerk 2 with a base pay change from \$24,550.00 to \$26,598.00 in the County Clerk's office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-355	F	V		Motion to approve as presented.		O,W,V,F		

43. Discussion and approval of overtime payment for Precinct 4 for April 24, April 25 and May 1st and 2nd, 2021. To include Foreman. Plus, any future vaccine distributions.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-356	F	V		Motion to approve as presented.		O,W,V,F		

44. Discussion and approval of amending hire letter/transfer of Guadalupe Puente from Fairgrounds to Precinct 2 from April 26, 2021 to April 23, 2021.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-357	V	F		Motion to approve as presented.		O,W,V,F		

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

45. Approving Human Resources report from April 30, 2021 through May 24, 2021.

- A. Juan C. Vazquez, Commissioner Pct. 2, amendment of hire letter for Guadalupe Puente, Heavy Equipment Operator, to make his start date April 23, 2021 and not April 26, 2021.
- B. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Gonzalo Acevedo, Patrol Deputy, effective May 12, 2021. Mr. Acevedo has resigned.
- C. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Cynthia Carbajal, Civil Deputy, effective May 21, 2021. Ms. Carbajal has retired.
- D. Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Luis Enriquez, Patrol Deputy, effective May 21, 2021. Mr. Enriquez has resigned.
- E. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Jaime Antonio, PT-Kennel Tech., with a salary of \$10.00/hr. effective May 24, 2021. Mr. Ibarra is filling in a vacant position.
- F. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Ismael Ibarra, PT-Kennel Tech., with a salary of \$10.00/hr. effective May 24, 2021. Mr. Ibarra is filling in a vacant position.
- G. Robert Cadena, 83rd District Judge, requesting the issuance of checks to Alexandra Klay, Temp. Judicial Court Intern., with a salary of \$10.00/hr. effective May 24, 2021. Ms. Klay is filling in a vacant position.
- H. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Sunny Faz, Temp. Laborer, with a salary of \$15.00/hr. effective May 18, 2021. Mr. Faz was hired to fill temporary position for water line grant.
- I. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Sunny Faz, Temp. Laborer, effective May 19, 2021. Mr. Faz didn't return to work.
- J. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Juan Rodriguez, Temp. Laborer, with a salary of \$15.00/hr. effective May 19, 2021. Mr. Rodriguez was hired to fill temporary position for water line grant.
- K. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Jesus Lara Montelongo, Temp. Laborer, with a salary of \$15.00/hr. effective May 20, 2021. Mr. Rodriguez was hired to fill temporary position for water line grant and is replacing Sunny Faz.

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-358	F	V		Motion to approve as presented.		O,W,V,F		

[Clerk's Note: Commissioner Nettleton returned to the meeting at this time.]

David E. Martinez, County Attorney

46. Closed session consultation pursuant to Texas Government Code:

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

EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) ☒ §551.071(1) (B) ☒ §551.072 _____	
OTHER _____ BEGAN @ 10:01 AM ENDED @ 11:01 A.M. BREAK @ _____	
RESUMED @ _____ ACTION AFTER EX: _____	

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NO ACTION TAKEN IN				
				EXECUTIVE SESSION.				

Robert "Beau" Nettleton, County Commissioner Pct. 3

47. Discussion and possible action of approval to go out for RFQ's for an external auditor.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-359	N	W		Motion to approve going out for RFQ'S		O,W,V,N,F		
				for external auditor for next fiscal year.				

Lewis G. Owens, Jr., County Judge

48. Discussion and possible action on hiring an Attorney for Commissioners Court.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-360	N	V		Motion to authorize the hiring of an attorney		O,W,V,N,F		
				under the County Attorney to represent the				
				Commissioner's Court at an annual salary of				
				\$86,000.00 to be paid from contingency for the				
				remainder of the fiscal year and then budgeted				
				for next year.				

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

49. Discussion and possible action to setup a purchasing policy committee.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-361	N	F		Motion to create a purchasing policy		O,W,V,N,F		
				Committee to develop purchasing policy				
				procedures. Committee to meet with				
				all Elected Officials and Department				
				Heads to address their issues. Committee				
				to consist of: County Judge, Tom Garcia,				
				David Martinez, Commissioner Vazquez,				
				and Guillermo Sanchez.				

50. Discussion and possible action on a budget adjustment to move money from Contingency/COVID back to Contingency.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-362	N	F		Motion to move \$100,000.00 from		O,W,V,N,F		
				Contingency/COVID back to				
				Contingency.				

51. CONSIDERATION AND APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE COUNTY'S LIBRARY SYSTEM; AND OTHER MATTERS INCIDENT AND RELATED THERETO.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
21-363	N	F		Motion to approve the issuance of Val Verde				
				County, Texas combination Tax and Limited				
				Pledge Revenue Certificates of Obligation				
				Series 2021 and selecting the Del Rio Bank &				
				Trust proposal for the financing of said CO's;				
				and schedule the closing for June 17, 2021.				
				Judge requested a vote on the record:				
				County Judge, Lewis Owens;		X		
				Commissioner Prct. 1: Martin Wardlaw		X		
				Commissioner Prct. 2: Juan Carlos Vazquez		X		
				Commissioner Prct. 3: Robert Nettleton		X		
				Commissioner Prct. 4: Gustavo Flores		X		

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

52. Commissioners' comments. None

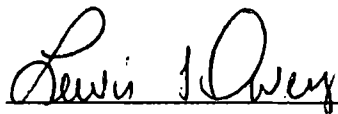
53. County Judge's comments. Thanked everyone for all the work they've done on all ongoing projects in the County and with no tax rate increase.

54. Adjourn. 11:22 a.m.

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

The foregoing, recorded in Volume 59, pages 654-793, inclusive, was on this the 6th day of July A.D. 2021, read and is hereby **APPROVED**.

Respectfully submitted,


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

ATTEST:


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

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

County of Val Verde



Lewis G. Owens Jr.

County Judge

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

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

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

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

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

Social distancing and face masks required

May 25, 2021 at 9:00 a.m.

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

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

6. Approving subdivision plats.
7. Approving certificates of compliance.
8. Approving monthly reports from elected officials.
9. Approving bills for payment.
10. New election equipment demonstration by ES&S.

11. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE.

Adrian Bitela, Veterans Service Officer

12. Requesting permission to have a Memorial Day Candle Light Vigil on Sunday, May 30, 2021 at Val Verde County Courthouse.

Matthew S. Weingardt, County Auditor

13. Auditor's Report.

400 Pecan Street • Del Rio, TX 78840

14. Budget adjustment from available appropriations:

- A. Weather Emergency -\$6,850.00
- B. Computer Maintenance -\$5,000.00
- C. Veterans Office -\$600 from Maintenance and Fuel into Travel & Training Funds.

Aaron D. Rodriguez, County Treasurer

15. Treasurer's Report.

Lewis G. Owens Jr., County Judge

16. Present a Resolution honoring Miss Val Verde and Miss Val Verde Teen Pageant Courts.

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Suzanne West, District Attorney

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31. Discussion and possible action requesting Commissioner's Court approval to increase BPU Assistant District Attorney salary from \$70,000.00 to \$86,000.00 which is the amount allocated for that position. To be made effective for pay period #12.

Guillermo Sanchez, County Purchasing Agent

32. Approval of a Capital Purchase of an office shredder for County Judge's Office. Price not to exceed \$1,700.00 to be paid out of County Judge Capital Outlay budget line item.

33. Approval of a Capital Purchase of a desk for 83rd District Court at a price of \$743.94 to be paid out of 83rd District Court Capital Outlay budget line item.

34. Award or reject Bid 21-06 Aluminum Material for Fairgrounds Grandstands to SturdiSteel Company at a price of \$110,226.00 to be paid out of Fairgrounds Projects budget line item.

35. Approval of a Capital Purchase of a Pnuematic Roller for Pct. 3 Road and Bridge at a cost of \$99,213.84 through Sourcewell Co-Op Contract No. 032119-CAT. To be paid out of Pct.3 Road Equipment 2021 Tax Note.

Carlos Velarde, County Engineer

36. Revision of Plat (Re-Plat) modifying Lots 10 and 11, Block 1, Rio Diablo South.

37. Revision of Plat (Re-Plat) establishing Lot-A (10.5 Acres), out of Lots 5 and 6, Salem Point Subdivision.

38. Authorize County Judge to sign TxDOT Form 1058-Permit request to Construct Access Driveway for County road Bayview Drive south intersection with US Hwy 90W.

Edgar Perez, County Fairgrounds Manager

39. Discussion on what to do with the totes that were used for the disinfectant.

Joe Frank Martinez, County Sheriff

40. Discussion and possible action authorizing Val Verde Sheriff's Office Deputies, in conjunction with the United States Marshal's Service, to work overtime.

Juanita Barrera, Human Resources

41. Authorizing Juanita Barrera, HR Director to accept safety equipment from the 2021 TAC Risk Management Program Employee Safety Equipment for Precinct and Fairground employees.

42. Discussion and approval of converting Clerk 3 position to a Clerk 4 with a base pay change from \$27,885.00 to \$29,139.00 and converting the Clerk 1 position to Clerk 2 with a base pay change from \$24,550.00 to \$26,598.00 in the County Clerks office.

43. Discussion and approval of overtime payment for Precinct 4 for April 24, April 25 and May 1st and 2nd, 2021. To include Forman. Plus, any future vaccine distributions.

44. Discussion and approval of amending hire letter/transfer of Guadalupe Puente from Fairgrounds to Precinct 2 from April 26, 2021 to April 23, 2021.

45. Approving Human Resources report from April 30, 2021 through May 24, 2021.

- A.** Juan C. Vazquez, Commissioner Pct. 2, amendment of hire letter for Guadalupe Puente, Heavy Equipment Operator, to make his start date April 23, 2021 and not April 26, 2021.
- B.** Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Gonzalo Acevedo, Patrol Deputy, effective May 12, 2021. Mr. Acevedo has resigned.
- C.** Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Cynthia Carbajal, Civil Deputy, effective May 21, 2021. Ms. Carbajal has retired.
- D.** Joe Frank Martinez, Sheriff, requesting to stop the distribution of checks to Luis Enriquez, Patrol Deputy, effective May 21, 2021. Mr. Enriquez has resigned.
- E.** Joe Frank Martinez, Sheriff, requesting the issuance of checks to Jaime Antonio, PT-Kennel Tech., with a salary of \$10.00/hr. effective May 24, 2021. Mr. Ibarra is filling in a vacant position.
- F.** Joe Frank Martinez, Sheriff, requesting the issuance of checks to Ismael Ibarra, PT-Kennel Tech., with a salary of \$10.00/hr. effective May 24, 2021. Mr. Ibarra is filling in a vacant position.
- G.** Robert Cadena, 83rd District Judge, requesting the issuance of checks to Alexandra Klay, Temp. Judicial Court Intern., with a salary of \$10.00/hr. effective May 24, 2021. Ms. Klay is filling in a vacant position.
- H.** Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Sunny Faz, Temp. Laborer, with a salary of \$15.00/hr. effective May 18, 2021. Mr. Faz was hired to fill temporary position for water line grant.

- I. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Sunny Faz, Temp. Laborer, effective May 19, 2021. Mr. Faz didn't return to work.
- J. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Juan Rodriguez, Temp. Laborer, with a salary of \$15.00/hr. effective May 19, 2021. Mr. Rodriguez was hired to fill temporary position for water line grant.
- K. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Jesus Lara Montelongo, Temp. Laborer, with a salary of \$15.00/hr. effective May 20, 2021. Mr. Rodriguez was hired to fill temporary position for water line grant and is replacing Sunny Faz.

David E. Martinez, County Attorney

46. Closed session consultation pursuant to Texas Government Code:

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

Robert "Beau" Nettleton, County Commissioner Pct. 3

47. Discussion and possible action of approval to go out for RFQ's for an external auditor.

Lewis G. Owens, Jr., County Judge

- 48. Discussion and possible action on hiring an Attorney for Commissioners Court.
- 49. Discussion and possible action to setup a purchasing policy committee.
- 50. Discussion and possible action on a budget adjustment to move money from Contingency/COVID back to Contingency.

51. CONSIDERATION AND APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE COUNTY'S LIBRARY SYSTEM; AND OTHER MATTERS INCIDENT AND RELATED THERETO.

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

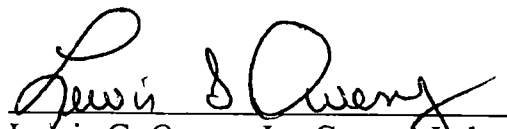
52. Commissioners' comments.

53. County Judge's comments.

54. Adjourn.

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

The next Regular Commissioners Court Meeting will be June 8, 2021 @ 9:00 a.m.
Agenda Items are due Thursday, June 3, 2021 @ 12:00 noon.


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

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON MAY 21, 2021: AT 4:42 AM/PM.**

2021 MAY 21 P 4:42
VAL VERDE COUNTY CLERK
BY MJ DEPUTY

FILED

400 Pecan Street • Del Rio, TX 78840

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), convened on the 25th day of May, 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Lewis Owens	County Judge
Martin Wardlaw	Commissioner, Place 1
Juan Carlos Vazquez	Commissioner, Place 2
Robert Beau Nettleton	Commissioner, Place 3
Gustavo "Gus" Flores	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: N/A, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner Nettleton that the Resolution be passed and adopted. The motion was seconded by Commissioner Flores and carried by the following vote:

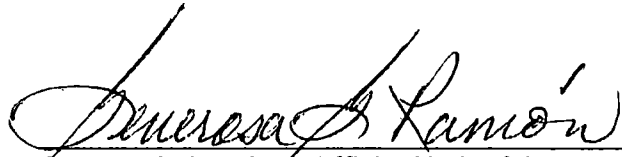
5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

82641107.2

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 25th day of May, 2021.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County, Texas



11

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Commissioners Court*) of Val Verde County, Texas (the *County*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$210,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, improving, and renovating flood control and storm drainage facilities within the City, including any related street improvements (including utilities repair, replacement and relocation), curbs, gutters, and sidewalk improvements; (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the net revenues derived from the operation of the County's Library System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064 and Section 1473.002, as amended, Texas Government Code; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the County must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the County must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the County contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the County that would adversely affect the issuance of the Certificates or the County's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the Commissioners Court will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the County and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to

comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the Commissioners Court authorizes the County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the County to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the Commissioners Court is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the County, and if the County maintains an internet website, publish such notice of intent on the County's internet website, such notice stating (i) the time and place the Commissioners Court tentatively proposes to pass the order authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the Commissioners Court proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the County; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the County on time and in full, which may be based on the County's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the Commissioners Court hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the County should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the Commissioners Court hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the County; now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS THAT:

SECTION 1. The County Clerk is hereby authorized and directed to cause notice to be published of the Commissioners Court's intention to issue the Certificates in an amount not to exceed \$210,000 for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, improving, and renovating flood control and storm drainage facilities within the City, including any related street improvements (including utilities repair, replacement and relocation), curbs, gutters, and sidewalk improvements; (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and are additionally secured by a lien on and pledge of certain revenues derived from the operation of the County's Library System.

The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The County Clerk shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the County, once a week for two consecutive weeks, the date of the first publication shall be at least forty-six (46) days prior to the date stated therein for passage of the order authorizing the issuance of the Certificates.

SECTION 3. The County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 5. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Resolution would have been enacted without such invalid provision.

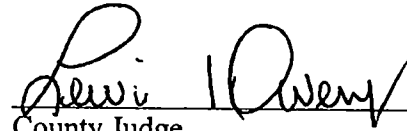
SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

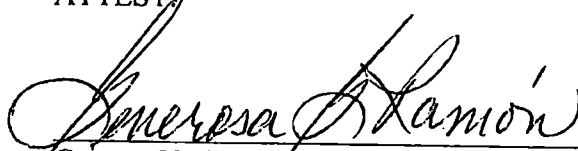
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PASSED AND APPROVED, this the 25th day of May, 2021.

VAL VERDE COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio
Clerk of the Commissioners Court



Add Seal



CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), convened on the 25th day of May, 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Lewis Owens	County Judge
Martin Wardlaw	Commissioner, Place 1
Juan Carlos Vazquez	Commissioner, Place 2
Robert Beau Nettleton	Commissioner, Place 3
Gustavo "Gus" Flores	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: N/A, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the *Order*) entitled:

AN ORDER AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE COUNTY'S LIBRARY SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY'S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Nettleton that the Order be passed and adopted. The motion was seconded by Commissioner Flores and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

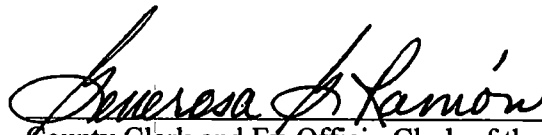
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all as shown in the official Minutes of the Court for the Meeting.

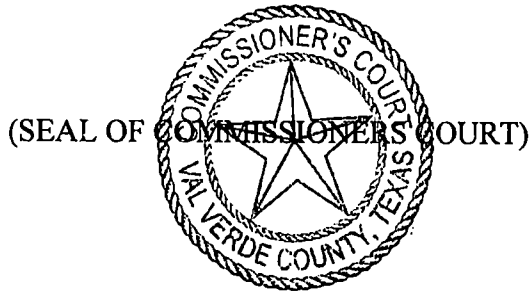
2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business was open to the public and written notice of said meeting, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 25th day of May, 2021.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County, Texas



REGISTERED
NO. R-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
VAL VERDE COUNTY, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021

Certificate Date: June 1, 2021 Interest Rate: Stated Maturity: CUSIP No.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

Val Verde County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on June 17, 2021) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

102374907.1

As specified in the Order, the Certificates stated to mature on and after February 15, 20__ shall be subject to redemption prior to their Stated Maturities at the option of the County, on February 15, 20__ or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Order. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$4,385,000 (the *Certificates*) pursuant to an Order adopted by the governing body of the County (the *Order*), for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Sections 271.041 through 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the County within the limitations prescribed by law and are further payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues

derived from the operation of the County's Library System; provided, however, such lien on and pledge of the Pledged Revenues being subordinate and inferior to the lien on and pledge of Net Revenues securing payment of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County. In the Order, the County reserves and retains the right to issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the County may issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the County is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that

the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order; and that issuance of the Certificates does not exceed any constitutional or statutory limitation and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax as aforesaid and the collection of Pledged Revenues. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Certificate to be duly executed under the official seal of its Commissioners Court.

VAL VERDE COUNTY, TEXAS

By: Lewi S Avery
County Judge

COUNTERSIGNED:

Sharon Hamon
County Clerk and Ex-Officio Clerk
of the Commissioners Court

REGISTERED:

[Signature]
County Treasurer

(SEAL OF COMMISSIONERS COURT)



REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Order; the Certificate or Certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

_____, _____, _____
as Paying Agent/Registrar

By: _____

Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
VAL VERDE COUNTY, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021

Certificate Date:
June 1, 2021

Interest Rate:
As Shown Below

Stated Maturity:
As Shown Below

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

Val Verde County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

102374886.1

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Certificate Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal of, and premium, if any, this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, or prior redemption, while Outstanding, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*) (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

As specified in the Order, the Certificates stated to mature on and after February 15, 20__ shall be subject to redemption prior to their Stated Maturities at the option of the County, on February 15, 20__ or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Order. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from

and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$4,385,000 (the *Certificates*) pursuant to an Order adopted by the governing body of the County (the *Order*), for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Sections 271.041 through 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the County within the limitations prescribed by law and are further payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues derived from the operation of the County's Library System; provided, however, such lien on and pledge of the Pledged Revenues being subordinate and inferior to the lien on and pledge of Net Revenues securing payment of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County. In the Order, the County reserves and retains the right to issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the County may issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the County is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order; and that issuance of the Certificates does not exceed any constitutional or statutory limitation and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax as aforestated and the collection of Pledged Revenues. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Certificate to be duly executed under the official seal of its Commissioners Court.

VAL VERDE COUNTY, TEXAS

By: *Lewis J. Owens*
County Judge

COUNTERSIGNED:

Ambera A. Ramon
County Clerk and Ex-Officio Clerk
of the Commissioners Court

REGISTERED:

[Signature]
County Treasurer

(SEAL OF COMMISSIONERS COURT)



Add Seal



REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

SIGNATURE AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFY that:

1. This certificate is executed and delivered with reference to the "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021", in the aggregate principal amount of \$4,385,000 (the *Certificates*), dated June 1, 2021 (the *Issue Date*).

2. The Certificates have been duly and officially executed by the undersigned County Judge, have been registered by the undersigned County Treasurer, and countersigned by the undersigned County Clerk and Ex-Officio Clerk of the Commissioners Court with their manual or facsimile signatures in the manner appearing hereon, and the undersigned County Judge, County Treasurer, and County Clerk and Ex-Officio Clerk of the Commissioners Court, hereby adopt and ratify their respective signatures in the manner appearing on each of the Certificates in manual or facsimile form, as the case may be, as their true, genuine, and official signatures.

3. On the Issue Date and on the date hereof, the undersigned were and are the duly chosen, qualified, and acting officers indicated therein and were and are authorized to execute the same.

4. The legally adopted, proper, and official corporate seal of the Commissioners Court of Val Verde County, Texas is impressed, imprinted, or lithographed on all of the Certificates and is impressed on this certificate.

5. No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Certificates or questioning the issuance or sale of the Certificates, the authority or action of the governing body of the County relating to the issuance or sale of the Certificates, the levy of the tax, or the assessment and collection thereof, to pay the principal of and interest on the Certificates, the collection of certain of the revenues derived from the operation of the County's Library (the *Library System*), or the imposition of rates and charges with regard to the Library System, pledged to pay the principal of and interest on the Certificates, or that would otherwise adversely affect in a material manner the financial condition of the County to pay the principal of and interest on the Certificates; and neither the corporate existence or boundaries of the County nor the right to hold office of any member of the governing body of the County or any other elected or appointed official of the County is being contested or otherwise questioned.

6. No authority or proceeding for the issuance, sale, or delivery of the Certificates by the governing body of the County has been amended, repealed, revoked, rescinded, or otherwise modified since the date of passage thereof; and all such proceedings and authority relating to the issuance and sale of the Certificates remain in full force and effect as of the date of this certificate.

102255171.3

Authorization of Attorney General to Date Certificate

7. This certificate is submitted pursuant to Title 1, Chapter 53, Texas Administrative Code. Upon the approval of the Certificates by the Attorney General of the State of Texas, he is authorized to date this certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this certificate inaccurate before the Attorney General's approval of the Certificates, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this certificate at the time of approval of the Certificates unless we advise him otherwise.

[The remainder of this page intentionally left blank]

EXECUTED AND DELIVERED this _____ DO NOT DATE _____

SIGNATURE

OFFICIAL TITLE

Repi S. Oney
Ambera Harmon
[Signature]

County Judge, Val Verde County, Texas

County Clerk and Ex-Officio Clerk of the
Commissioners Court, Val Verde County, Texas

County Treasurer, Val Verde County, Texas

(SEAL OF THE COMMISSIONERS COURT)

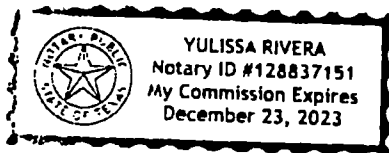


Add Seal



Before me, on this day personally appeared the foregoing individuals, known to me to be the persons whose names are subscribed to the foregoing instrument and who executed this document in my presence.

Given under my hand and seal of office this 25th day of May, 2021.



(NOTARY SEAL)

Yulissa Rivera
Notary Public, State of Texas

NOTARY
DATE, SIGN AND NOTARIZE
ALL COPIES

75

May 25, 2021

Re: "Val Verde County, Texas Combination Tax and Limited Pledge Revenue
Certificates of Obligation, Series 2021", dated June 1, 2021 (the *Certificates*)

Dear _____:

The payment for and delivery of the Certificates to the initial purchasers is to occur at your bank. Preliminary to the delivery of the Certificates, the firm of Norton Rose Fulbright US LLP, 111 West Houston Street, Suite 1800, San Antonio, Texas 78205 will receive one fully-registered obligation in the total principal amount of the Certificates (the *Initial Certificate*) from the Comptroller of Public Accounts of the State of Texas, together with the approving opinions of the Attorney General, for their examination and review. After the examination of the Initial Certificate by such firm, it will be sent to you, and thereupon you are authorized to cancel the Initial Certificate and deliver the Definitive Certificates, if any, to the initial purchasers thereof, or their order, upon payment being made therefor in immediately available funds in accordance with the terms of the Receipt.

When payment for the Initial Certificate has occurred, please transmit the proceeds thereof by the fastest means available in immediately available funds to the Issuer's depository bank and as directed in the Closing Memorandum relating to the closing of the Certificates.

Should any litigation having any effect upon the Initial Certificate develop prior to the time you have received payment for it, I will notify you at once by telephone or by other means of electronic communication. You may thus be assured that there is no such litigation at the time the Initial Certificate is delivered by you unless you have been advised otherwise as provided herein.

[The remainder of this page intentionally left blank.]

102255158.3

RECEIPT

THE STATE OF TEXAS §
 §
COUNTY OF VAL VERDE §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. This receipt is executed and delivered with respect to the “VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021”, dated June 1, 2021, in the aggregate principal amount of \$4,385,000 (the *Certificates*). The issuer of the Certificates is the Commissioners Court of Val Verde County, Texas (the *Issuer*).

2. On the date shown hereof, the Certificates were delivered to the initial purchasers:

_____, _____, _____,
as the purchasers at a private placement

3. All of the Certificates have been paid for in full by the initial purchasers concurrently with the delivery of this receipt, and the Issuer has received the agreed purchase price for the Certificates, as follows:

Principal Amount	\$4,385,000.00
Total Amount Received	<u>\$4,385,000.00</u>

4. The undersigned has executed this receipt in the capacity hereinafter shown for and on behalf of the Issuer.

[The remainder of this page intentionally left blank.]

EXE

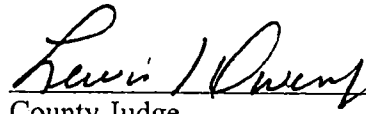
DO NOT DATE

, this _____

Lewis J. Owens
County Judge,
Val Verde County, Texas

Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lewis J. Owens", is written over a horizontal line.

County Judge,
Val Verde County, Texas

May 25, 2021

Ms. Theresia Goetz
Cash and Securities Management Division
Bond Registration Division
Texas Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, 2nd Floor, Room 232
Austin, Texas 78701-2407

Re: "Val Verde County, Texas Combination Tax and Limited Pledge Revenue
Certificates of Obligation, Series 2021"

Dear Ms. Goetz:

The initial Certificate prepared in connection with the captioned financing will be delivered to you by the Attorney General, when approved by him. We request that you register the initial Certificate on behalf of the County and, when so registered, mail it, along with the approving opinions of the Attorney General, together with the Comptroller's registration certificates, directly to the offices of Norton Rose Fulbright US LLP, 111 West Houston Street, Suite 1800, San Antonio, Texas 78205, Attn: Arnold Cantu III.

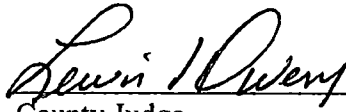
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102255136.2

Thank you for your assistance in this matter.

Very truly yours,

VAL VERDE COUNTY, TEXAS


County Judge

CERTIFICATE AS TO TAX EXEMPTION

The undersigned, being the duly chosen and qualified County Judge and County Auditor of Val Verde County, Texas (the *County*), hereby certifies with respect to the "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (the *Certificates*) in the aggregate principal amount of \$4,385,000.00 as follows:

A. General

1. For all purposes of this certificate, unless otherwise defined, all defined terms herein shall have the same meaning given to them in the Order and the Regulations (each as defined below).

2. Pursuant to state law and the Order authorizing the issuance of the Certificates, we, along with other officers of the County, are charged with the responsibility for issuing the Certificates.

3. This certificate is made pursuant to Treasury Regulations Sections 1.141 through 1.150 (the *Regulations*), and sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the *Code*).

4. This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Certificates to and payment for the Certificates by the initial purchasers thereof, and, on the basis of such facts and estimates, the County expects that the future events described herein will occur. To the best knowledge and belief of the undersigned, there are no other facts, estimates, or circumstances which would materially change the following statements, and the expectations hereinafter set forth are reasonable. Except as provided herein, the County covenants not to take any intentional acts or actions after the Closing Date of the Certificates to earn a Yield upon the investment of proceeds materially higher than the Yield of the Certificates.

5. Terms used and not defined herein have the same meaning given to them in the Order of the County adopted by its Commissioners Court on May 25, 2021 authorizing the issuance of the Certificates (the *Order*) or the Regulations, as applicable.

6. The County's employer identification number is 74-6000673.

B. Purpose and Size.

1. The Certificates are being issued pursuant to the Order for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for

professional services relating to the design, construction, project management, and financing of the aforementioned projects (collectively, the *Project*).

2. The County has and will, at all times prior to the last Stated Maturity of the Certificates,

a. exclusively own, operate, and possess all property financed or refinanced, acquired, constructed, or improved with Gross Proceeds of the Certificates and not use or permit the use of any property financed or refinanced, acquired, constructed, or improved with Gross Proceeds of the Certificates in any activity carried on by any person or entity (other than a state or local government), *unless* such use is merely as a member of the general public, or

b. not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property financed or refinanced, acquired, constructed, or improved with Gross Proceeds, other than a charge or other payment merely as a member of the general public or interest earned on Investments acquired with Gross Proceeds of the Certificates pending application for their intended purposes, either or both.

3. The County has not and will not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property financed or refinanced, acquired, constructed, or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of Gross Proceeds or any property financed or refinanced, acquired, constructed, or improved with Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

4. The Project will be owned, operated, and maintained by the County; and the County has not contracted with any firm, company, or other person or entity to operate and/or maintain the Project for and on behalf of the County. The County does not expect to enter into any contract for the operation, maintenance or management of the Project.

5. There is not as of the date hereof and the County does not anticipate entering into any lease, contract, or other understanding or arrangement with any person other than a state or local governmental unit, pursuant to which the County expects that proceeds of the Certificates, or the Project, will be used in the trade or business of such person (including all activities of such person who are individuals).

6. The amounts received from the sale of the Certificates, when added to the amount expected to be received from the investment thereof, do not exceed the amounts required to pay the costs of the Project and the costs of offering and issuing the Certificates.

7. No receipt from the sale of the Certificates or amounts received from the investment thereof will be used to pay the principal of or interest on any currently outstanding debt obligation of the County other than the Certificates.

C. Source and Disbursement of Certificate Proceeds.

1. The Certificates are being issued and delivered to _____, _____, _____ (the *Purchasers*), as the initial purchaser pursuant to a private placement. The Purchasers purchased the Certificates for \$4,385,000.00, which represents an Issue Price of \$4,385,000.00, plus accrued interest in the amount of \$0.00. The County has received as a result of the sale of the Certificates an amount equal to \$4,385,000.00 which represents par and no accrued interest.

2. Of the remaining proceeds of the Certificates received by the County from the Purchasers, approximately \$ _____ will be used to pay the costs of issuance (relating to the Certificates and \$ _____ will be deposited in a separate checking account of the County (the *Construction Account* or *Fund*) to pay costs of the Project. The County estimates that it will receive \$ _____ in income or profit from the investment of the amounts deposited to the Construction Fund pending the disbursement of such amounts for the governmental purposes for which the Certificates are being issued. Such amount will be used to pay additional costs of the Project or deposited in the Certificate Fund (the *Certificate Fund*) to pay principal of or interest on the Certificates within one year from the date of receipt.

D. Temporary Periods and Time for Expenditures.

1. Within six months from the date hereof, the County will have incurred binding obligations or commitments in the amount of at least five percent of the principal amount of the Certificates for the Project by entering into contracts for construction, architectural services, engineering services, land acquisition, site development, construction materials, or the purchase of equipment. The County will account for the allocation of the Certificate proceeds to an expenditure not later than 18 months after the later of the date the expenditure is paid or the date the Project is placed in service; but in all events 60 days after the earlier of the fifth anniversary of the date of this Certificate or the retirement of the Certificates.

2. After entering into said contracts, work on the construction or acquisition of the Project will proceed with due diligence to completion, which is expected to occur on, and the proceeds from the sale of the Certificates and investment earnings thereon are expected to be expended _____, 2023.

3. Based on the foregoing, the County expects to invest Gross Proceeds, held in the Construction Fund, without regard as to restriction of Yield until _____, 2023. Thereafter, the County will restrict the Yield on investments of Gross Proceeds held in the Construction Fund to the Yield on the Certificates.

E. Certificate Fund.

1. The Certificates are payable primarily from an ad valorem tax levied, within the limits prescribed by law, upon all taxable property located within the jurisdiction of the County, and by a lien on and pledge of the Pledged Revenues. All taxes levied and collected for and on account of the Certificates are to be deposited into the appropriate Certificate Fund.

2. Pursuant to Section 11 of the Order, the County will levy an ad valorem tax, within the limits prescribed by law, on all taxable property within the jurisdiction of the County and by a lien on and pledge of the Pledged Revenues of the System to pay principal of and interest on the Certificates as such becomes due, and such tax has been pledged to the payment of the Certificates. Amounts collected from such tax for the payment of the principal of and interest on the Certificates are to be deposited to the credit of the Certificate Fund. The County may credit against its required deposits to the Certificate Fund all amounts received from the investment of funds held therein. In addition, a lien on and pledge of the Pledged Revenues has been granted to secure the payment of the debt service requirements of the Certificates. All monies deposited in the Certificate Fund, if any, will be used solely to pay the principal of and interest on the Certificates as the same becomes due and payable.

3. Except for that portion of the Certificate Fund, if any, consisting of deposits made to defease in whole or in part the Certificates, the Certificate Fund (i) was created primarily to achieve a proper matching of revenues and debt service with respect to the Certificates within each bond year, beginning on the Closing Date and ending on each anniversary of the Closing Date thereafter until the Certificates are no longer Outstanding and (ii) will be depleted at least once a year except possibly for a carry-over amount not greater than the larger of the preceding bond year's income from the investment thereof or one-twelfth of the debt service paid during the preceding bond year on the Certificates. All amounts deposited to the Certificate Fund will be spent within 13 months of deposit, and all amounts received from investment of such fund will be deposited therein and will be expended within twelve months of receipt. Any amounts held in the Certificate Fund during such periods are expected to be invested by the County without regard as to restriction of Yield. Any amounts held in the Certificate Fund in excess of such periods will be invested at a Yield not to exceed the Yield on the Certificates.

4. All money deposited in the Certificate Fund will be used solely to pay the principal of, and interest on, the Certificates as the same becomes due and payable, and there will be no other funds that will be so used or pledged or otherwise restricted so as to be available with reasonable certainty to be so used.

F. Yield, Rebate and Miscellaneous.

1. The Yield on the Certificates is _____ percent, calculated on the basis of the information provided by the County's financial advisor. The Purchasers have represented, and the County has no reason to doubt the representations, that it is acquiring the Certificates for its own account as an investment and not in the capacity of an Underwriter (as defined in Regulation Section 1.148-1(f)(3)(iii)). The County elects to apply the private placement rule of Regulation Section 1.148-1(f)(1)(i) to determine the Issue Price of the Certificates.

2. The County has covenanted to account for the Gross Proceeds of the Certificates separately and apart from all other funds of the County from the date hereof.

3. The County does not expect that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148 of the Code.

4. Unless the County has qualified for an exception to rebate pursuant to section 148(f)(4) of the Code, not less frequently than each Computation Date, the County has covenanted in the Order to calculate or cause to be calculated by a nationally recognized accounting, financial advisory firm or financial institution, in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder, the Rebate Amount. The County has covenanted in the Order to maintain such calculations with the official transcript of the proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

5. The County has covenanted in the Order to pay to the United States the amount described in the preceding paragraph of this Section, at the times, in the installments, to the place, in the manner, and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

6. The County reasonably expects that at least 75% of the "Available Construction Proceeds" of the Certificates, as defined in Regulation Section 1.148-7(i), will be allocated to "construction expenditures", as defined in Regulation Section 1.148-7(g) for property which will be owned by the County.

7. The weighted average maturity of the Certificates is _____ years, which is less than 120% of the average reasonably expected economic life of the assets acquired or constructed with the proceeds of the Certificates.

8. The County has not sold nor will it sell any obligations within 15 days of the sale date of the Certificates.

G. No Abusive Arbitrage Device.

1. In connection with the issuance of the Certificates, the County has not employed any action which has the effect of overburdening the market for tax-exempt obligations by issuing more obligations, issuing obligations earlier, or allowing obligations to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Certificates.

2. In connection with the issuance of the Certificates, the County has not employed any action which has the effect of enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage.

H. Written Procedures. This certificate shall constitute written procedures and processes that require the County to insure that, after the Closing Date, the County is in compliance with the covenants and representations contained herein and the Code and Regulations related to the Certificates and for a period of three (3) years after the Certificates are paid in full will maintain records that show compliance with the covenants and representations contained herein and the Code and Regulations related to the Certificates. The County designates the following officer(s) to have primary responsibility for maintaining post-issuance compliance with the covenants and representations contained herein and the Code and Regulations related to the Certificates:

County Auditor

and the following officer(s) shall maintain the records related thereto:

County Auditor

Such officers may assign and delegate responsibilities to others as they deem necessary or appropriate.

I. Remedial Action/Voluntary Closing Agreement Program. If the County in complying with the terms and provisions the policies or guidelines set forth herein and the Code and Regulations related to the Certificates determines that the requirements of these policies and guidelines or the Code and Regulations related to the Certificates may have been violated, the County will make final determinations, if necessary with the assistance of its bond and tax counsel and financial advisors, and take appropriate actions related to such noncompliance including, if appropriate, any remedial action described under applicable Regulations or through the Tax Exempt Bonds Voluntary Closing Agreement Program.

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EXHIBIT A

Reimbursement Resolution

(Attached)

102255129.4

A-1

EXHIBIT B

Reimbursed Expenses

Type	Amount	Date Paid
Total		

EXECUT

DO NOT DATE

VAL VERDE COUNTY, TEXAS

Lewin J. Querry

County Judge

Mark S. Dingle

County Auditor

102255129.4

S-1

10

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of May 25, 2021 (this *Agreement*) is between the Commissioners Court of Val Verde County, Texas (the *Issuer*) and _____, _____, _____, a state banking association duly organized and existing under the laws of the State of Texas (the *Bank*).

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (the *Securities*), dated June 1, 2021 in the aggregate principal amount of \$4,385,000 to be issued as registered securities without coupons;

All things necessary to make the Securities the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

The Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, premium (if any) and interest on the Securities, in accordance with the terms thereof, and that the Bank act as Registrar for the Securities;

The Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01 Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Securities in order to pay, when due, the principal, premium (if any), and interest on all or any of the Securities to the Holders of the Securities, all in accordance with this Agreement and the Order (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities.

The Bank hereby accepts its appointment, and agrees to act, as the Paying Agent and the Registrar.

Section 1.02 Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in

effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before ninety (90) days prior to the close of the Fiscal Year of the Issuer and which shall be effective upon the first day of the following Fiscal Year; provided, however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

Acceleration Date of any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated, to the extent permitted by law, pursuant to the terms of the Security.

Bank Office means the corporate trust office of the Bank set forth on the signature page of this agreement. The Bank will notify the Issuer, in writing, of any change in location of the Bank Office.

Fiscal Year means the fiscal year of the Issuer, which currently begins on October 1 and ends on September 30 of each year.

Holder and *Security Holder* each means a Person in whose name a Security is registered in the Security Register.

Issuer Request and *Issuer Order* each means a written request or order signed in the name of the Issuer by the County Judge, County Clerk, County Treasurer, or County Auditor of the Issuer and delivered to the Bank.

Legal Holiday means a day on which the Bank is required or authorized to be closed.

Order means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the County Clerk or any other officer of the Issuer, and delivered to the Bank.

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

Predecessor Securities of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purpose of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

Record Date means the Record Date as defined in the Order.

Redemption Date when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

Responsible Officer when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

Securities means the securities defined in the recital paragraphs herein.

Security Register means a register maintained by the Bank on behalf of the Issuer providing for the registration of Securities and of transfers of Securities.

Stated Maturity means the date specified in the Order as the fixed date on which the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions.

The terms "Bank", "Issuer", and "Securities" have the meanings assigned to them in the opening paragraph of this Agreement or in the recitals of the Issuer.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

Section 2.03 Construction of Terms.

If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due. The Bank shall compute the amount of interest to be paid each Holder, and shall prepare and send a check in the amount by United States mail (first class postage prepaid) on or prior to each interest payment date, to the Holder of each Security (or Predecessor Securities) whose name appears in the Security Register on the Record Date. Such checks shall be mailed in such manner to such Holder at the address for each such Holder appearing on the Security Register, or shall be transmitted to such Holder on each interest payment date by such other method acceptable to the Bank, requested in writing by, and at the risk and expense of the Holder.

Section 3.02 Payment Dates.

The Issuer hereby instructs the Bank to pay the principal and interest on the Securities at the dates specified in the Order. The Issuer agrees to transfer or to cause to be transferred, in immediately available funds, to the Bank to pay principal and/or interest, either or both, by no later than 4:00 p.m. on the business day immediately preceding the payment dates.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of and interest on each Security when due, by computing the amount of interest to be paid each Holder, preparing the checks and mailing the checks on the payment date, to the Holders of the Securities on the Record Date, addressed to their address appearing on the Security Register.

ARTICLE FOUR REGISTRAR

Section 4.01 Transfer and Exchange.

The Issuer shall keep at the Bank Office a register (the *Security Register*) in which, subject to such reasonable written regulations as the Issuer may prescribe (which regulations shall be furnished to the Bank herewith or subsequent hereto by Issuer Order), the Issuer shall provide for the registration of the Securities and for transfers of Securities. The Bank is hereby appointed Registrar for the purpose of registering Securities and transfers of Securities as herein provided. The Bank agrees to maintain the Security Register while it is Registrar.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof, or his agent, duly authorized in writing.

As a condition to effecting a re-registration, transfer or exchange of the Securities, the Registrar may request any supporting documentation it feels necessary to effect a re-registration,

transfer or exchange of the Securities. To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof shall be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled and exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates.

The Issuer shall provide the Registrar with an adequate inventory of Securities certificates to facilitate transfers. The Bank covenants that it will maintain the Securities certificates in safekeeping and will use reasonable care in maintaining such Securities certificates in safekeeping, which shall not be less than the level of care it maintains for debt securities of other political subdivisions or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03 Form of Security Register.

The Bank as Registrar will maintain the records of the Security Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of any required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order, or as required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order, provided such subpoena, court order or lawful request does not prevent the Bank from providing such notice.

Section 4.05 Return of Canceled Securities.

The Bank will destroy all canceled Securities pursuant to the Securities Exchange Act of 1934.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities Certificates.

The Issuer hereby instructs the Bank to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost or stolen Securities certificates as long as the same does not result in an over-issuance.

The Bank will issue and deliver a new Security certificate in exchange for a mutilated Security certificate surrendered to it. The Bank will issue a new Security certificate in lieu of a Security certificate for which it received written representation from the Holder that the certificate representing such Security is destroyed, lost, or stolen, without the surrender or production of the original certificate. The Bank will pay on behalf of the Issuer the unpaid principal and premium, if any, of a Security at the Stated Maturity or on the Redemption Date or Acceleration Date, for which it receives written representation that the certificate representing such Security is destroyed, lost, or stolen without the surrender or production of the original certificate.

The Bank will not issue a replacement Security certificate or pay such replacement Security certificate unless there is delivered to the Bank such security or indemnity as it may require (which may be by the Bank's Blanket Lost Original Instrument Bond or similar certifications that may be required by the Bank) to save both the Bank and the Issuer harmless.

On satisfaction of the Bank and the Issuer that a Security certificate has been mutilated, destroyed, lost or stolen, the certificate number on the mutilated, destroyed, lost or stolen Security certificate will be canceled with a notation that it has been mutilated, destroyed, lost or stolen and a new Security certificate will be issued of the same series and of like tenor and principal amount bearing a number (according to the Security Register) not contemporaneously outstanding.

The Bank may charge the Holder the Bank's fees and expenses in connection with issuing a new Security certificate in lieu of or exchange for a mutilated, destroyed, lost, or stolen Security certificate.

The Issuer hereby accepts the Bank's insurance policy, surety, or other form of security from time to time maintained thereby that secures lost, stolen, or destroyed certificates that the Bank may arrange; and agrees that the coverage under any such form of security is acceptable to it and meets the Issuer's requirements as to security or indemnity therefor. The Bank need not notify the Issuer of any changes in the security or other company giving such security or the terms of such form of security. At any time the Bank is customarily open for business, the applicable form of security then utilized for the purpose of lost, stolen, or destroyed certificates by the Bank shall be available for inspection by the Issuer on request. The Issuer hereby accepts the Bank's indemnity to replace the Security certificates destroyed or lost while in the possession or under the control of the Bank.

Section 4.07 Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01 and Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank.

The Bank undertakes to perform the duties set forth herein and in the Order and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel, or other agent. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer. The Bank may act on any order, request, approval or other authority relating to the Securities which is provided by the Issuer through a facsimile or e-mail transmission without the necessity of obtaining an original or executed copy of any such authority.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03 Recitals of Issuer.

The recitals contained herein and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar or any other agent, provided that such dealings do not result in a breach of any duties or agreements imposed by this Agreement.

Section 5.05 Money Held by Bank.

A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

Section 5.06 Indemnification.

The Issuer agrees, to the extent it legally may, to indemnify the Bank (including its directors, officers and employees) for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Bank or the termination of this Agreement.

Section 5.07 Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit, in either a Federal or State District Court located in the State of Texas and County or Counties where either the Bank (Texas offices only) or the Issuer is located, waive personal service of any process, and agree that service of process by certified or registered mail, return receipt requested, shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming interest herein.

Section 5.08 Depository Trust Company.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04 Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns: Merger, Conversion, Consolidation or Succession.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

Section 6.06 Severability.

In case any provision herein, or application thereof, shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or applications shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement.

This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar for the Securities, and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination.

This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal of, and premium, if any, and interest on the Securities.

This Agreement may be earlier terminated upon 60 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state

regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature).

The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.12 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and the United States of America.

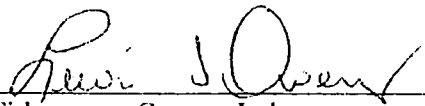
Annex A

Paying Agent/Registrar Fee Schedule

As additional consideration for its being awarded the sale of the Securities by the Issuer, the Bank has offered to, and will, in fact, perform the duties described in this Agreement for no additional fee to the Issuer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VAL VERDE COUNTY, TEXAS

By: 
Title: County Judge
Address: 400 Pecan Street, 1st Floor
Del Rio, Texas 78841

_____, as
Paying Agent/Registrar

By: _____

Title: _____

Address: _____

ATTEST:

Title: _____

102255154.3

S-2

AN ORDER AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE COUNTY'S LIBRARY SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS IMPOSED BY THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY'S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court of Val Verde County, Texas (the *County*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$4,385,000 for the purpose of providing funds for the payment of contractual obligations of the County to be incurred for (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects; and

WHEREAS, this notice has been duly posted on the County's website, if available, and published in a newspaper hereby found and determined to be of general circulation in the County, once a week for two (2) consecutive weeks, the date of the first (1st) publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the order authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the County confirms that notice of the County's intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then-current principal of all outstanding debt of the County; (2) the then-current combined principal and interest required to pay all outstanding debt obligations of the County on time and in full, based on the County's expectations relative to the interest due on any variable rate debt obligations, as

102255147.5

applicable (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified voters of the County, has been presented to or filed with the County Clerk or Deputy County Clerk thereof prior to the date tentatively set in such notice for the passage of this order; and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the certificates of obligation in the principal amount of \$4,385,000 is in the best interests of the residents of the County; now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the County shall be and are hereby authorized to be issued in the aggregate principal amount of FOUR MILLION THREE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$4,385,000), to be designated and bear the title of "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (the *Certificates*), for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Sections 271.041 through 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only, shall be dated June 1, 2021 (the *Certificate Date*), shall be issued generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof (within a Stated Maturity), shall be lettered "R-" and numbered consecutively from One (1) upward, and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the *Stated*

Maturities) and bear interest on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on June 17, 2021) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing February 15, 2022, while the Certificates are Outstanding.

SECTION 3. Payment of Certificates – Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable, without exchange or collection charges to the Holder (hereinafter defined), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Certificates shall be without exchange or collection charges to the Holder of the Certificates.

The selection and appointment of _____, _____, _____, to serve as the initial Paying Agent/Registrar for the Certificates (the *Paying Agent/Registrar*) is

hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto; and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of this substitution to be sent on or prior to the appropriate date of payment to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the County by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in

the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the County, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

B. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the County to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the County.

C. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

D. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption shall be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited

to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Order.

E. Transfer/Exchange of Certificates. Neither the County nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution - Registration. The Certificates shall be executed on behalf of the County by the County Judge under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk or a Deputy County Clerk, and registered by the County Treasurer. The signature of any of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereafter defined) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive

evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Certificates - Predecessor Certificates.
A Security Register relating to the registration, payment, transfer, or exchange of the Certificates shall at all times be kept and maintained by the County at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every Holder of the Certificates, or, if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by its duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the County shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the County shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed,

or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully-registered Certificate in the total principal amount of \$4,385,000 with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully-registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate to the Purchasers shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates, on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistent herewith, be established by the County or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
VAL VERDE COUNTY, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021

Certificate Date: June 1, 2021 Interest Rate: Stated Maturity: CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

Val Verde County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on June 17, 2021) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security

Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

As specified in the Order, the Certificates stated to mature on and after February 15, 20__ shall be subject to redemption prior to their Stated Maturities at the option of the County, on February 15, 20__ or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that at least thirty (30) days prior written notice shall be sent to the Holder of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Order. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$4,385,000 (the *Certificates*) pursuant to an Order adopted by the governing body of the County (the *Order*), for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to wit: (1) constructing County road improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and landscaping incidental thereto; (2) constructing, equipping, purchasing, renovating, equipping, enlarging, and improving various County-owned facilities; (3) purchasing, acquiring, and making other capital expenditures and equipment purchases, including the purchase of software, communication equipment, bulldozers and paving equipment and (4) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Sections 271.041 through 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the County within the limitations prescribed by law and are further payable from and equally and ratably secured by a lien on and pledge of the Pledged Revenues derived from the operation of the County's Library System; provided, however, such lien on and pledge of the Pledged Revenues being subordinate and inferior to the lien on and pledge of Net Revenues securing payment of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County. In the Order, the County reserves and retains the right to issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the County may issue Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the County is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Order; and that issuance of the Certificates does not exceed any constitutional or statutory limitation and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax as aforesated and the collection of Pledged Revenues. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Certificate to be duly executed under the official seal of its Commissioners Court.

VAL VERDE COUNTY, TEXAS

By: _____
County Judge

COUNTERSIGNED:

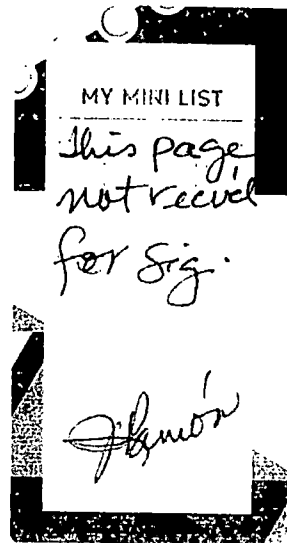
REGISTERED:

County Clerk and Ex-Officio Clerk
of the Commissioners Court

County Treasurer

(SEAL OF COMMISSIONERS COURT)

[The remainder of this page intentionally left blank.]



C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

THE STATE OF TEXAS

§
§
§
§

REGISTER NO. _____

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL.)

*NOTE TO PRINTER: Do Not Print on Definitive Certificates.

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Order; the Certificate or Certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

_____, _____, _____,
as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(1) immediately under the name of the Certificate(s) the headings "Interest Rate ____" and "Stated Maturity ____" shall both be completed "as shown below";

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

(2) the first two paragraphs shall read as follows:

Val Verde County, Texas (the *County*), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted from
schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Certificate Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing February 15, 2022.

Principal of, and premium, if any, this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity, or prior redemption, while Outstanding, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*) (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the Purchasers or the County for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9. Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 45 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Additional Parity Obligations* shall mean (i) obligations hereafter issued by the County payable, in whole or in part, from and equally and ratably secured by a lien on and

pledge of the Pledged Revenues on a parity with the lien securing the payment of the currently outstanding Obligations Similarly Secured, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to refund any of the foregoing as determined by the Commissioners Court in accordance with any applicable law.

B. The term *Authorized Officials* shall mean the County Judge, County Treasurer, County Clerk, and/or the County Auditor.

C. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

D. The term *Certificates* shall mean the \$4,385,000 "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" authorized by this Order.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificates in exchange for the payment of the agreed purchase price for the Certificates.

F. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the County become delinquent.

G. The term *County* shall mean Val Verde County, Texas and where applicable the Commissioners Court of the County.

H. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

I. The term *Depository* shall mean an official depository bank of the County.

J. The term *Fiscal Year* shall mean the annual financial accounting period for the Library System now ending on September 30th of each year; provided, however, the Commissioners Court may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

K. The term *Government Securities*, as used herein shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the

proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

L. The term *Gross Revenues* for any period shall mean all income and revenues received by the County by virtue of its ownership and operation of the Library System, including, but not limited to, its rentals, fees, and other revenues resulting from the ownership of the Library System, including rentals received from leasing all or part of the Library System. However, it is expressly recognized that any such lease must comply with the requirements of the Code and existing regulations, published rulings, and court decisions.

M. The term *Holder* or *Holders* shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

N. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 15 and August 15 of each year, commencing February 15, 2022, while any of the Certificates remain outstanding.

O. The term *Junior Lien Bonds* shall mean (i) bonds or other obligations hereafter issued by the County payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues of the System which is junior and inferior to the lien securing the payment of any Prior Lien Bonds hereafter issued by the County, but prior and superior to the lien on and pledge of the Pledged Revenues securing, in part, the payment of the Obligations Similarly Secured, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior lien on and pledge of the Net Revenues as determined by the Commissioners Court in accordance with any applicable law.

P. The term *Library System* shall mean the County's currently maintained law library and public library, available to the public, created pursuant to former Article 1702h, Vernon's Texas Civil Statutes, (now codified as Chapter 323, as amended, Texas Local Government Code) in which revenues are derived from late fees and other law library fees assessed against each civil case filed in the County courts-at-law and in the district courts, excluding tax suits.

Q. The term *Maintenance and Operation Expenses* shall mean the expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to maintain and operate the Library System: provided, however, that only such repairs and extensions as in the judgment of the Commissioners Court, reasonably and fairly exercised, are necessary to keep the Library System in operation and render adequate service to the County and the inhabitants thereof, or such as might be necessary to meet some physical action or condition which would otherwise impair the security of any bonds or other obligations payable

from and secured, in whole or in part, by a lien on the Net Revenues derived from the ownership and operation of the Library System shall be deducted in determining Net Revenues.

R. The term *Net Revenues* for any period shall mean the Gross Revenues less the Maintenance and Operating Expenses for any Fiscal Year.

S. The term *Obligations Similarly Secured* shall mean the Certificates, the Previously Issued Parity Obligations, and any Additional Parity Obligations hereafter issued by the County.

T. The term *Order* shall mean this order adopted by the Commissioners Court of the County on May 25, 2021.

U. The term *Outstanding* when used in this Order with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Order, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the County in accordance with the provisions of Section 29 of this Order; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Order.

V. The term *Pledged Revenues* shall mean that portion of the Net Revenues securing the payment of the Certificates or any Additional Parity Obligations hereafter issued by the County. The amount of Pledged Revenues appropriated during any Fiscal Year and set aside in the annual budget for the payment of principal of or interest on each series of the Obligations Similarly Secured shall be determined within the sole discretion of the Commissioners Court; provided, however, that the holders of any Obligations Similarly Secured shall only be entitled to not more than \$1,000 of Net Revenues and upon payment by the County such lien shall be extinguished.

W. The term *Previously Issued Parity Obligations* shall mean (i) the currently outstanding and unpaid obligations of the County that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Pledged Revenues on a parity with the lien securing the payment of the Certificates and designated as follows:

(1) Val Verde County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2019, dated October 1, 2019, originally issued in the aggregate principal amount of \$4,300,000; and

(ii) obligations hereafter issued to refund any of the foregoing as determined by the Commissioners Court in accordance with any applicable law.

X. The term *Prior Lien Bonds* shall mean (i) any revenue bonds, notes, or similar obligations of the County hereafter issued in one or more series or installments, pursuant to the

provisions of Section 1473.002, as amended, Texas Government Code and Chapter 323, as amended, Texas Local Government Code, that are payable from and secured, in whole or in part, by a first and superior lien on and pledge of the Net Revenues, all as provided in Section 21 of this Order, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a first and superior lien on the Net Revenues as determined by the Commissioners Court in accordance with any applicable law.

Y. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Order.

Z. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on August 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Order.

SECTION 10. Certificate Fund; Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special Fund to be designated "COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021, INTEREST AND SINKING FUND" (the *Certificate Fund*), which Fund shall be kept and maintained at the County's Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the County are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described in this Order may, at the option of the County, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Certificate Fund shall be made in such a manner that the money required to be expended from the Certificate Fund will be available at the proper time

or times. All interest and income derived from deposits and investments in any fund or account established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the Commissioners Court establishes the annual tax rate and passes an order levying ad valorem taxes each year, the Commissioners Court shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the ad valorem taxes then to be levied and the Collection Date for the ad valorem taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues or any other lawfully available funds appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues or any other lawfully available funds appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the

sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Pledged Revenues. The County hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the Library System to the payment and security of any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Obligations Similarly Secured and the pledge of Pledged Revenues herein made for the payment of the Obligations Similarly Secured shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the County.

SECTION 13. Revenue Fund. The County hereby covenants and agrees that all Gross Revenues derived from the operation of the Library System shall be kept separate and apart from all other funds, accounts and money of the County and shall be deposited as collected into the "VAL VERDE COUNTY LIBRARY SYSTEM REVENUE FUND" (the *Revenue Fund*). All money deposited in the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the Library System required by statute or orders authorizing the issuance of any indebtedness of the County to be a first charge on and claim against the Gross Revenues of the Library System;

Second: to the payment of all amounts required to be deposited in the special funds and accounts established for the payment, security, and benefit of any Prior Lien Bonds hereafter issued by the County in accordance with the terms and provisions of any orders authorizing their issuance;

Third: to the payment of all amounts required to be deposited in the special funds and accounts established for the payment, security, and benefit of any Junior Lien Bonds hereafter issued by the County in accordance with the terms and provisions of any orders authorizing their issuance; and

Fourth: to the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment, security, and benefit of the Obligations Similarly Secured hereafter issued by the County in accordance with the terms and provisions of the orders authorizing their issuance.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other County purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund; Surplus Certificate Proceeds. The County hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Obligations Similarly Secured or any Additional Parity Obligations from the Pledged Revenues in the Revenue Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment and security of any

Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County, any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 16. Maintenance of Library System; Insurance. The County covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the Library System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the Library System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business (which may include an adequate program of self-insurance); and that it will faithfully and punctually perform all duties with reference to the Library System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, shall be held for the benefit of the holders of the Obligations Similarly Secured and any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Order shall be construed as requiring the County to expend any funds which are derived from sources other than the operation of the Library System but nothing herein shall be construed as preventing the County from doing so.

SECTION 17. Rates and Charges. The County hereby covenants and agrees with the Holders of the Certificates that rates and charges for civil case filings afforded by the Library System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Bonds hereafter issued by the County as the same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof, (ii) the interest on and

principal of any Junior Lien Bonds hereafter issued by the County as the same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof, and (iii) the interest on and principal of the Obligations Similarly Secured or any Additional Parity Obligations hereafter issued by the County as the same becomes due and payable and the amounts required to be deposited in any special Fund created and established for the payment and security thereof; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the Library System and/or secured by a lien on the Library System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The County further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the Library System in which complete and correct entries shall be made of all transactions relating thereto, including receipts and disbursements of Pledged Revenues. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the Library System and all properties comprising the same. The County further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Expenses incurred in making the annual audit of the operations of the Library System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (i) defaults in the payments to be made to the Certificate Fund, or (ii) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Commissioners Court of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Special Covenants. The County hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Section 1473.002, as amended, Texas Government Code, Chapter 323, as amended, Texas Local Government Code, and the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Sections 271.041 through Section 271.064; and

B. other than with respect to the Obligations Similarly Secured, the Net Revenues of the Library System have not in any manner been pledged to the payment of any debt or obligation of the County or of the Library System.

SECTION 21. Issuance of Additional Obligations. The County hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, provided that the order authorizing the issuance of any Prior Lien Bonds provides that such bonds are payable from and secured, in whole or in part, by a first and superior lien on the Net Revenues.

The County hereby expressly reserves the right to hereafter issue Junior Lien Bonds, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, provided that the order authorizing the issuance of any Junior Lien Bonds provides that such obligations are payable from and secured, in whole or in part, by a lien on and pledge of the Net Revenues which are junior and inferior to the Prior Lien Bonds, but have a lien on the Net Revenues superior to the lien securing the payment of the Obligations Similarly Secured and the Additional Parity Obligations.

The County hereby expressly reserves the right to hereafter issue Additional Parity Obligations, on a parity with the Certificates, without limitation as to principal amount, but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, provided that the order authorizing the issuance of any Additional Parity Obligations provides that such obligations are payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues on a parity with the lien securing the payment of the Obligations Similarly Secured and the Additional Parity Obligations.

Any Prior Lien Bonds or Junior Lien Bonds hereafter issued by the County shall be payable, in whole or in part, from a lien on and pledge of the Net Revenues, such liens being prior and superior to the lien on and pledge of the Pledged Revenues securing the payment of the Certificates and the Additional Parity Obligations.

Prior Lien Bonds, Junior Lien Bonds, and Additional Parity Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of the contract with the Holders of the Certificates) upon such terms and conditions as the Commissioners Court may determine.

SECTION 22. Application of the Covenants and Agreements of the Prior Lien Bonds or Junior Lien Bonds. It is the intention of the Commissioners Court and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the Library System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the orders authorizing the issuance of any Prior Lien Bonds or Junior Lien Bonds and to the extent of any irreconcilable conflict between the provisions contained herein and in the orders authorizing the issuance of any Prior Lien Bonds or Junior Lien Bonds, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Order, especially the priority of rights and benefits conferred thereby to the owners of any Prior Lien Bonds or Junior Lien Bonds.

SECTION 23. Notices to Holders; Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly

provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/ Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the County.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (i) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (ii) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the County may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable

by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of Certificates; Authorization of Purchase Contract; Use of Certificate Proceeds. The Certificates authorized by this Order are hereby sold by the County to _____, _____, _____, as the initial purchaser of the Certificates pursuant to a private placement (the *Purchasers*, having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter, dated May 25, 2021, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes (the *Purchase Contract*). The Initial Certificate shall be registered in the name of _____. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the County. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the County and as the act and deed of this Commissioners Court, and in regard to the approval and execution of the Purchase Contract, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the County contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the County. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

A. Accrued interest, if any, received from the Purchasers shall be deposited into the Certificate Fund.

B. The balance of the proceeds derived from the sale of the Certificates (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Certificates. This special construction account shall be established and maintained at the County's Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Order.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the County shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Certificates to become "private activity bonds" within the meaning of section 141 of the Code and

the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of the Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Certificates with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted

if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The County reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The County hereby directs and authorizes any Authorized Official, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 28. Control and Custody of Certificates. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the County's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Order, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited and/or held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an

authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the County shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificate. To the extent applicable, if at all, the County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk or Deputy County Clerk of the County is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the County nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Order a Contract; Amendments - Outstanding Certificates. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Certificates. This Order shall constitute a contract with the Holders from time to time, shall be binding on the County and its successors and assigns, and it shall not be amended or repealed by the County so long as any Certificate remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, the redemption price therefor, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 35. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 36. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court of the County.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order. In addition, the Commissioners Court hereby ratifies in all respects any and all action heretofore taken thereunder, or obligations incurred thereunder by any County representative as the act and deed of the County for all purposes.

SECTION 41. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 42. No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Order against any official of the County or any person executing any Certificate.

SECTION 43. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 44. Book-Entry Only System. The Certificates may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificate described in Section 7) in the form of a separate single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be

necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

The Certificates shall be registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of the bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 45. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Certificates are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Certificates. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificates has been made by the County with investors.

SECTION 46. Accounting Reports. Notwithstanding the provisions of Section 45 of this Order, the County shall provide annually to each of the Purchasers for so long as they are a holder of the Certificates, within 270 days after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the County (which includes financial information and operating data relating to the Library System); provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the County may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide (1) unaudited financial statements for the applicable fiscal year within 270 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchasers when and if the audit report on such statements become available.

SECTION 47. Further Procedures. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Certificates, the County Judge, County Clerk or Deputy County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such

signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 48. Contracts with Financial Advisor. The Commissioners Court authorizes any Authorized Official to take all actions necessary to execute any necessary financial advisory contracts with Hilltop Securities Inc., as the financial advisor to the County (the *Financial Advisor*). The County understands that under applicable federal securities laws and regulations that the County must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates.

SECTION 49. County's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the County hereby consents to and authorizes any Authorized Official, Bond Counsel to the County, and/or Financial Advisor to the County to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 50. Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

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INDEX TO EXHIBITS

Exhibit A Paying Agent/Registrar Agreement
Exhibit B Purchase Contract
Exhibit C DTC Letter of Representations

102255147.5

Index

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

102255147.5

A-1

EXHIBIT B

Purchase Contract

See Tab No. __

102255147.5

B-1

EXHIBIT C
DTC Letter of Representations

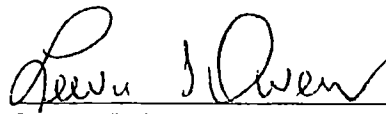
See Tab No. __

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C-1

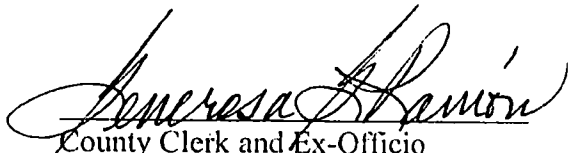
PASSED AND ADOPTED on the 25th day of May, 2021.

VAL VERDE COUNTY, TEXAS



County Judge

ATTEST:

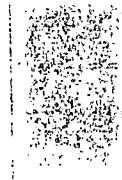


County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)



Add Seal



GENERAL CERTIFICATE

THE STATE OF TEXAS

§

COUNTY OF VAL VERDE

§

§

THE UNDERSIGNED HEREBY CERTIFY that:

1. The Commissioners Court (the *Commissioners Court*) of Val Verde County, Texas (the *County*) has authorized the issuance of "VAL VERDE COUNTY, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021", dated June 1, 2021, in the aggregate principal amount of \$4,385,000 (the *Certificates*), authorized by an order passed and adopted on the 25th day of May, 2021 (the *Order*).

2. A schedule of limited tax indebtedness of the County payable, in whole or in part, from taxes including the Certificates is attached hereto as Exhibit A and made a part of this certificate for all purposes.

3. A debt service requirement schedule for the currently outstanding limited tax indebtedness of the County including the Certificates is attached hereto as Exhibit B and made a part of this certificate for all purposes. The County has no outstanding unlimited tax road bonds.

4. The assessed value of all taxable property (net of exemptions) in the County, as shown by the tax rolls for the year 2020-2021, which have been duly approved and are the latest official assessment of taxable property in the County, is as follows:

TOTAL ASSESSED TAXABLE VALUES OF
REAL AND PERSONAL PROPERTY

\$3,144,075,194

5. The duly qualified and acting members of the Commissioners Court of the County are:

Lewis Owens	County Judge
Martin Wardlaw	Commissioner, Place 1
Juan Carlos Vazquez	Commissioner, Place 2
Robert Beau Nettleton	Commissioner, Place 3
Gustavo "Gus" Flores	Commissioner, Place 4

6. The following are duly qualified and acting officers of the County:

Generosa Gracia-Ramon	County Clerk
Aaron D. Rodriguez	County Treasurer
Matthew Weingardt	County Auditor
Elodia Garcia	Tax Assessor/Collector

7. No petition signed by at least 5% of the qualified electors of the County has been filed with the County Judge, County Clerk, any member of the Commissioners Court, or any other officer of the County protesting the issuance of the Certificates or requesting a referendum election on the question of their issuance and sale.

102255138.4

8. All of the meetings held by the Commissioners Court pursuant to which any proceedings were passed, adopted, and approved in connection with the Certificates were meetings open to the public for which public notice had been given, all as required by law and particularly Chapter 551, as amended, Texas Government Code.

9. The Notice of Intention was published in the *San Antonio Express News*, a newspaper of general circulation in Val Verde County, Texas on March 25, 2021 and April 1, 2021.

10. The current rates and charges for the Library System, are as set forth in Exhibit C and made a part of this certificate for all purposes.

11. A schedule of the Gross Revenues of the Library System (as shown by the records of the County) for the last three Fiscal Years is attached hereto as Exhibit D and made a part hereof for all purposes.

12. No Net Revenues of the Library System are pledged or encumbered to the payment of any debt or obligation of the County or the Library System, except in connection with the Previously Issued Parity Obligations and the Certificates.

13. The terms *Fiscal Year*, *Gross Revenues*, *Library System*, and *Previously Issued Parity Obligations*, as used in this certificate, have the same meanings as in the Order.

14. The County is not in default as to any covenant, obligation or agreement contained in any order or other proceeding relating to any obligations of the County payable from a limited pledge of the Net Revenues of the Library System that would materially affect the security or payment of such obligations, and payments into all special funds or accounts created and established for the payment and security of all outstanding obligations payable from and secured by a limited pledge of the Net Revenues of the Library System have been made and each of the special funds or accounts, if any, established by the Order contain the amount now required to be on deposit in such fund or account.

15. To the extent necessary, the County has or will timely notify the Texas Ethics Commission (the *TEC*) in an electronic format prescribed by the TEC, of the receipt of a complete disclosure of interested parties form and certification of filing from any privately held business entity contracting with the County pursuant to the requirements of the Texas Government Code Section 2252.908 and rules promulgated thereunder.

16. Capitalized terms not defined in this certificate shall have the same meanings assigned them in the Order.

17. The Certificate proceeds will not be used for a purpose previously rejected by the voters in a bond election held during the preceding three years.

18. Additional transcript requirements pursuant to the provisions of Section 1202.008, as amended, Texas Government Code, are attached hereto as Exhibit E.

19. This certificate is made for the benefit of the persons involved in this transaction and the Attorney General of The State of Texas in connection with his examination into and the approval of the Certificates.

[The remainder of this page intentionally left blank.]

EXHIBIT A

Currently Outstanding Limited Tax Indebtedness of the County

<u>Description</u>	<u>Amount (\$)</u>
1. Pass-Through Toll Revenue and Limited Tax Bonds, Series 2011	\$13,270,000.00
2. Limited Tax Bonds, Series 2014	2,550,000.00
3. Tax Notes, Series 2016	1,300,000.00
4. Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2019	4,130,000.00
5. Tax Notes	3,965,000.00
6. The Certificates	<u>4,385,000.00</u>
TOTAL	\$29,600,000.00

EXHIBIT B

Combined Debt Service Schedule

102255138.4

B-1

EXHIBIT C

Rates and Charges for the Library System

Late Fines:

10¢ a day, up to \$5.00 for each item

Printer/Copier Fees:

10¢ a page for black and white printing/copying

50¢ a page for color printing

\$1.00 a page to send/receive facsimile

EXHIBIT D

Library System Operations Schedule

Fiscal Year ending September 30th

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Gross Revenues			\$37,968.00

EXHIBIT E

Additional Transcript Requirements
(Section 1202.008, as amended, Texas Government Code)

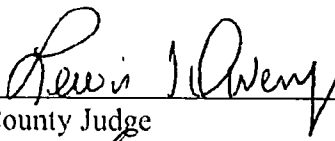
Val Verde County, Texas
Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021

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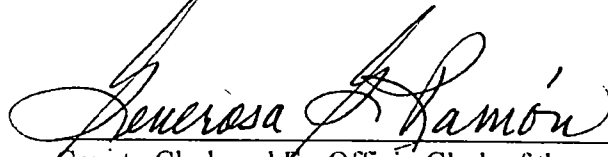
E-1

WITNESS OUR HANDS AND THE SEAL OF THE COMMISSIONERS COURT OF
VAL VERDE COUNTY, TEXAS, this 25th day of May, 2021.

VAL VERDE COUNTY, TEXAS



County Judge



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County, Texas

(SEAL OF THE COMMISSIONERS COURT)



Add Seal



May 25, 2021

Re: Val Verde County, Texas Combination Tax and Limited Pledge Revenue Certificates of
Obligation, Series 2021 (the *Certificates*)

Val Verde County, Texas
400 Pecan Street, 1st Floor
Del Rio, Texas 77840

Hilltop Securities Inc.
70 N.E. Loop 410, Suite 710
San Antonio, Texas 78209

Norton Rose Fulbright US LLP
111 West Houston Street, Suite 1800
San Antonio, Texas 78205

FTN Financial Capital Markets
6500 River Place Boulevard
Building 7, Suite 250
Austin, Texas 78730

Ladies and Gentlemen:

We have agreed to purchase, and the Commissioners Court of Val Verde County, Texas (the *County*) has agreed to sell to us, the captioned Certificates at the purchase price of \$4,385,000, and no accrued interest. Such Certificates will mature on August 15 in each of the years 2022 through 2041, bear the terms, be subject to redemption prior to stated maturity, and will be secured as described in the County's order (the *Order*) authorizing the same adopted this date, all subject to receipt by you and by us of such opinions, certificates, and other documents as you or we may reasonably require to establish the validity and legality of the Certificates. In addition, as a condition precedent to our obligation to accept delivery and to pay for the Certificates, no event shall have occurred which in the reasonable opinion of the undersigned would materially adversely affect the fair market value of the Certificates.

We hereby represent and warrant that:

1. we are (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933 or (ii) a state or national bank organized under the laws of the United States, and we have sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the purchase of the Certificates;

2. we have made our own inquiry and analysis with respect to the Certificates and the security therefor, and other material factors affecting the security and payment of the Certificates, and we have not relied upon any statement by you, your officers, directors, or employees, or your financial consultants or legal advisors in connection with such inquiry or analysis or in connection with the offer and sale of the Certificates;

102255119.3

3. we have either been furnished with or have had access to all necessary information that we desire in order to enable us to make an informed investment decision concerning investment in the Certificates, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the purpose for which the proceeds of the Certificates will be utilized, and the security therefor, so that we have been able to make an informed decision to purchase the Certificates;

4. we are purchasing the Certificates for our own account, as evidence of a private placement and a negotiated bank loan to the County, and not with a view to, and with no present intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Certificates, or any part or interest thereof, except to persons who are able to and do confirm in writing to us and to you the representations contained in paragraphs (1) through (3) and this paragraph to the same extent as if such paragraphs referred to such persons;

5. we further acknowledge that we are responsible for consulting with our advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws, we may have with respect to subsequent purchasers of the Certificates if and when any such future disposition of the Certificates may occur;

6. we understand that the Certificates (a) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state due to exemptions from registration provided for therein, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) will not be readily marketable;

7. we understand that, with respect to the Certificates, the County is not required to make any continuing disclosure pursuant to Rule 15c2-12(b) of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the *Rule*), because the Certificates are being sold pursuant to a private placement with the Purchasers (as defined in the Order), generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Certificates; provided, however, the County, agrees to deliver to us its audited financial statements within 270 days of each fiscal year end;

8. we hereby verify our company and our parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Purchase and Investment Letter is a contract for goods or services, will not boycott Israel during the term of this Purchase and Investment Letter. The foregoing verification is made solely to comply with Section

2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. We understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with our company and exists to make a profit; and

9. we represent that neither our company nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or Federal law and excludes our company and each parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. We understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with our company and exists to make a profit; and

10. we understand and agree that the foregoing representations and warranties will be relied upon by Norton Rose Fulbright US LLP, Bond Counsel to the County, in rendering their opinion on the exemption of the Certificates from the registration requirements under existing federal and state securities laws.

[The remainder of this page intentionally left blank.]

Val Verde County, Texas
Hilltop Securities Inc.
Norton Rose Fulbright US LLP
FTN Financial Capital Markets
May 25, 2021
Page 4

Very truly yours,

By: _____
Name: _____
Title: _____

102255119.3

Val Verde County, Texas
Hilltop Securities Inc.
Norton Rose Fulbright US LLP
FTN Financial Capital Markets
May 25, 2021
Page 5

AGREED TO AND ACCEPTED this 25th day of May, 2021.

VAL VERDE COUNTY, TEXAS

By: Lewis J. Owens
Title: County Judge

102255119.3

Exhibit A

NOTICE OF INTENTION TO ISSUE
VAL VERDE COUNTY, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the *Court*) of Val Verde County, Texas (the *County*), shall convene at 9:00 o'clock A.M. on the 20th day of July, 2021, at its regular meeting place in the Val Verde County Courthouse, and, during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation (the *Certificates*) in an amount not to exceed \$210,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, improving, and renovating flood control and storm drainage facilities within the County, including any related road improvements (including utilities repair, replacement and relocation); (2) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (3) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain revenues derived by the County from the operation of the County's Library System. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Section 1473.002, as amended, Texas Government Code. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the County outstanding public securities secured by and payable from ad valorem taxes is \$25,215,000.00; (ii) the current combined principal and interest required to pay all of the County's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$27,907,930.48; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$210,000.00; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is August 15, 2050. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Section 1473.002, as amended, Texas Government Code.

/s/ Generosa Gracia-Ramon
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Val Verde County,
Texas

#21
5-11-21



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2021 - 2022 Renewal Notice and Benefit Confirmation

Group: 25511 - Val Verde County

Anniversary Date: 10/01/2021

Return to TAC by: 06/30/2021

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to erinc@county.org.

For any plan or funding changes other than those listed below, please contact Erin Crafton at 1-800-456-5974.

MEDICAL

Medical: Plan 600 \$25 Copay, \$250 Ded, 80%, \$2000 OOP Max

RX Plan: Option 4A \$10/25/40, \$0 Ded

Your % rate increase is: 8.00%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$506.58	\$547.10	\$ 547.40	\$ -0-	\$ -0-
Employee + Child	\$714.96	\$772.16	\$ 547.10	\$ 225.06	\$ 225.06
Employee + Child(ren)	\$814.02	\$879.14	\$ 547.10	\$ 332.04	\$ 332.04
Employee + Spouse	\$1,096.62	\$1,184.34	\$ 547.10	\$ 637.24	\$ 637.24
Employee + Family	\$1,264.94	\$1,366.14	\$ 547.10	\$ 819.07	\$ 819.07

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan III w/Ortho- 80% Prevent., \$75 Ded, 80% Bas. 50% Major

Your % rate increase is: 6.80%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$13.90	\$14.84	\$ 14.84	\$ -0-	\$ -0-
Employee + Child(ren)	\$27.82	\$29.70	\$ 14.84	\$ 14.86	\$ 14.86
Employee + Spouse	\$37.32	\$39.86	\$ 14.84	\$ 25.02	\$ 25.02
Employee + Family	\$51.26	\$54.74	\$ 14.84	\$ 39.90	\$ 39.90

Initial to accept Dental Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$10,000

	Current Rates	New Rates Effective 10/1/2021	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.173	\$0.173	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

Coverage Volume per Retiree: \$2,500

Basic Retiree Life	\$0.173	\$0.173	100%	0%
_____ Initial to accept New Basic Life Rates.				

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical	☒ Pre 65	☐ Post 65
Dental	☒ Pre 65	☐ Post 65

_____ Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

	Employees Date of hire	Elected Officials Date of hire
_____ Initial to confirm.		

**TAC HEBP Member Contact Designation
Val Verde County**

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Juanita Barrera /Human Resource Director

Address 300 Pecan
Del Rio, TX 78840-1491

Phone 830-774-7543

Fax 830-774-7642

Email jbarrera@valverdecountry.texas.gov

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Mr. Matthew Weingardt/County Auditor

Address 901 Bedell Avenue Suite A
Del Rio, TX 78840

Phone 830-774-7584

Fax 830-774-7508

Email mweingardt@valverdecountry.texas.gov

HIPAA Secured Fax

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Juanita Barrera/Human Resources Director

Address 300 Pecan
Del Rio, TX 78840

Phone 830-774-7543

Fax 830-774-7642

Email jbarrera@valverdecountry.texas.gov

Signature of County Judge or Contracting Authority

Date: _____

Lewis G. Owens, Jr., County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ County/Group processes COBRA on OASYS
**County/Group is responsible for fulfilling COBRA notification process and requirements.*

☒ BCBS COBRA Department processes COBRA
**BCBS COBRA Department administers via COBRA contract with the County/Group*

_____ Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name _____
Agency Address _____
Number and Street _____
City _____
State _____
Zip _____
Broker
Representative or
Consultant's Name _____
Contact Phone
Number _____
Contact Email
Address _____

_____ Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- If applicable, broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **06/30/2021** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive on the Healthy County energized by Sonic Boom portal.

Val Verde County Current CSI

Our records indicate that Val Verde County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2021-2022 plan year, or if you would like to make modifications to your current design. If you select "Yes," your county or district's Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

- ☒ Yes, we would like to continue with the same CSI program for the 2020-2021 plan year.
Current CSI: Annual Physical: 1 PTO Day
Physical Activity: 1 PTO Day

- ☐ We are interested in making changes to our CSI program.

County or District Name: Val Verde County

Printed Name and Title: Lewis G. Owens, Jr., County Judge

Contracting Authority Signature: _____

Date: _____



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS PAGE

HEALTHY COUNTY WELLNESS CONTACT DESIGNATION
Val Verde County

WELLNESS COORDINATOR

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administering Healthy County components and informing employees of all wellness resources available.

Current Wellness Coordinator

Name: Ms. Nereida Rubio

Title: HR Assistant

Address: 400 Pecan , 3rd Fl
Del Rio, TX 78840

Email: NRUBIO@VALVERDECOUNTY.TEXAS.GOV

Phone Number: (830) 774-7543

Fax Number:

Please list changes and/or corrections:

WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administering Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

Current Wellness Sponsor

Name: Ms. Juanita Barrera

Title: HR Director

Address: 400 Pecan 3rd Fl
Del Rio, TX 78840

Email: jbarrera@valverdecountry.texas.gov

Phone Number: (830) 774-7543

Fax Number:

Please list changes and/or corrections:

Contracting Authority Signature: Lewis G. Owens, Jr., County Judge

Date: _____



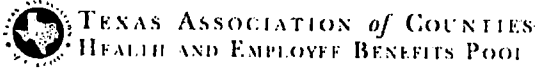
TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

12 Month Dental Report

Post Date : Mar 2021

Metrics : (Average Subscribers, Average Members, Total Contribution, Dental Paid)
Rows : (Paid Date)
Columns : (Metrics)
Paid Date : Last 12 Months
Coverage Type : (Dental)
Group : (025511 - VAL VERDE COUNTY EMPLOYEES/TAC)

Paid Date	Average Subscribers	Average Members	Total Contribution	Dental Paid
Apr 2020	276	385	\$4,921.10	\$16.00
May 2020	275	384	\$4,893.82	\$2,982.40
Jun 2020	276	388	\$4,839.26	\$3,528.83
Jul 2020	273	389	\$4,889.50	\$1,156.80
Aug 2020	276	392	\$4,967.04	\$8,875.90
Sep 2020	281	396	\$4,980.66	\$5,537.63
Oct 2020	277	402	\$5,091.06	\$6,132.84
Nov 2020	276	402	\$5,128.40	\$1,206.91
Dec 2020	273	399	\$5,086.70	\$9,654.84
Jan 2021	281	411	\$5,142.30	\$3,607.26
Feb 2021	283	414	\$5,211.82	\$1,518.94
Mar 2021	285	416	\$5,170.12	\$5,197.66
Total: Selected Filter(s)	278	398	\$60,321.78	\$49,416.01



HCC - No PHI

Post Date : Mar 2021

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)
Metrics : (Paid)
Claim Type : (MEDICAL, PHARMACY)
Coverage Type : (Medical)
Group : (025511 - VAL VERDE COUNTY EMPLOYEES/TAC)
Paid Month : Last 12 Months

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member	Status	Medical Paid	Pharmacy Paid	Paid
19070449316	Active		\$291,949.08	\$0.00	\$291,949.08
18310448210	Active		\$245,181.66	\$3,885.60	\$249,067.26
18450282974	Cobra		\$122,647.02	\$106.40	\$122,753.42
15770067991	Active		\$56,661.12	\$2,243.40	\$58,904.52
18170466031	Active		\$54,124.91	\$1,050.41	\$55,175.32
3062586917	Active		\$44,026.50	\$213.21	\$44,239.71
3065591757	Active		\$148.03	\$43,501.96	\$43,649.99
4490170423	Active		\$32,538.77	\$4.40	\$32,543.17
3330140700	Active		\$28,037.55	\$200.55	\$28,238.10
12540252066	Active		\$27,091.62	\$0.00	\$27,091.62
16620234842	Active		\$1,531.41	\$23,452.59	\$24,984.00
10350331154	Under 65 Retiree		\$23,283.91	\$1,381.42	\$24,665.33
19770313953	Active		\$23,247.48	\$16.35	\$23,263.83
3040612393	Active		\$11,264.89	\$8,404.16	\$19,669.05
16000219011	Active		\$18,298.08	\$947.58	\$19,245.66
3100375839	Active		\$21,113.35	-\$1,899.90	\$19,213.45
18560142953	Active		\$18,349.06	\$50.02	\$18,399.08
18570122360	Active		\$18,329.29	\$52.20	\$18,381.49
14560419446	Active		\$18,269.81	\$38.31	\$18,308.12
3080208760	Active		\$1,894.94	\$16,398.63	\$18,293.57
11690128644	Active		\$11,165.27	\$3,663.67	\$14,828.94
19440018383	Active		\$1,507.13	\$12,839.13	\$14,346.26
17640044864	Active		\$14,319.79	\$8.94	\$14,328.73

Proprietary and Confidential
Page 1

Post Date: Mar 2021
Created On: 04/23/2021
Created By: Adrienne Bethke



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

11220000975	Active	\$1,352.10	\$12,917.53	\$14,269.63
3071002651	Under 65 Retiree	\$14,057.21	\$123.63	\$14,180.84
11220000955	Under 65 Retiree	\$10,612.22	\$2,873.43	\$13,485.65
11220000954	Under 65 Retiree	\$13,265.40	\$29.32	\$13,294.72
3071002654	Active	\$1,895.49	\$11,038.71	\$12,934.20
17510650772	Cobra	\$6,523.22	\$6,088.41	\$12,611.63
3060536773	Active	\$2,921.80	\$9,397.48	\$12,319.28
14890222348	Active	\$12,016.53	\$0.00	\$12,016.53
3040612341	Active	\$10,289.49	\$57.04	\$10,346.53
Query Total	32	\$1,157,914.13	\$159,084.58	\$1,316,998.71