



COMMISSIONER'S COURT MINUTES
MARCH 29TH REGULAR TERM, A.D. 2022

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

BE IT REMEMBERED that on this the 29th day of March A.D. 2022 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
22-250	N	F		3/ 4, 15, &		O, W, V, N, F		
				3/ 21 st , 2022.				

5. Citizens' Comments.

-
- 1) Skip Baker – SE Ranch – Against
 - 2) Sandra Fuentes – table item #30,31, & 32.
 - 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

QUORUM

☒ COUNTY JUDGE

YULISSA 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 _____

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

6. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-251	N	F		Motion to approve as presented.		O, W, V, N, F		

7. Approving bills for payment.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-252	F	N		Motion to approve as presented.		O, W, V, N, F		

Matthew S. Weingardt, County Auditor

8. Discussion and possible action to approve the Auditor’s Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-253	N	F		Motion to approve as presented.		O, W, V, N, F		

9. Discussion and possible action on hiring two part-time employees for the 63rd District Court; not to exceed and hourly rate of \$18.00 per hour, to be paid from Operation Lone Star.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-254	N	V		Motion to approve as presented.		O, W, V, N, F		

Aaron D. Rodriguez, County Treasurer

10. Discussion and possible action to approve the Treasurer’s Report.

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

Lewis G. Owens Jr., County Judge

11. Discussing matters relating to COVID-19.

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

12. Discussion on immigrants.

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

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

13. Discussion and possible action regarding the reappointment/renewal of Dr. J.J. Gutierrez as the local Health Authority for 2 years.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-255	N	V		Motion to table.		O, W, V, N, F		

14. Discussion and possible action to approve or extend the contract with the City of Del Rio for the Alert Sense service.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-256	N	V		Motion to approve as presented.		O, W, V, N, F		

15. Discussion and possible action regarding an MOU with the City of Del Rio, SFDRCISD and Val Verde Regional Medical Center for the clean-up and pre-sale preparation for properties to be sold at auction due to outstanding taxes.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-257	N	V		Motion to approve as presented		O, W, V, N, F		
				and review by Tax Attorney and				
				the County Attorney.				

16. Discussion and possible action for Secret Heart School to use the County property and light for the Sacred Heart School Festival on April 24, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-258	N	V		Motion to approve as presented.		O, W, V, N, F		

17. Discussion and possible action to hire Tommy Yeater, set salary as our County Agent and approve a budget adjustment if needed to set salary.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-259	F	N		Motion to approve salary at		O, W, V, N, F		
				\$19,570.00 on agenda item				
				Monday, May 7 th (start date)				
				Ag Dept Budget.				

18. Discussion and possible action allowing County Judge to be a member of the SART Program and authorize to sign a resolution.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-260	N	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

19. Discussion and possible action on office space for the Adult Probation Department at the District Court house on Broadway.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-261	N	W		Motion to give Adult Probation the office #108 in the District Court.		O, W, V, N, F		

20. Discussion and possible action on setting aside money for the baseball fields on Frontera Road. From \$500,000 set aside for Alcoa Fields from ARPA money and reimburse Building Maintenance \$4,500 from this amount.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-262	N	W		Motion to approve as presented.		O, W, V, N, F		

21. Discussion and possible action on creating a form/application so people can apply for funds on the money set aside for businesses out of ARPA.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-263	N	F		Motion to create a committee of 1 – Vasquez, 2 – Flores, Matt and David or John.		O, W, V, N, F		

22. Discussion and possible action to declare April 2nd, as World Autism Awareness Day.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-264	N	V		Motion to approve as presented.		O, W, V, N, F		

23. Discussion and possible action on Val Verde County Flood Infrastructure Fund, TWDB Project Number 40062, Communication Tower at Pandale and Flood Early Warning Instrumentation Sites.

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

24. Approving Architectural Services Agreement between Davis Powell Architecture and Val Verde County, for the Target Range Facility Project funded by the Texas Parks & Wildlife Department and authorize the County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-265	N	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

Martin Wardlaw, County Commissioner Pct. 1

25. Authorize and approve Gary Humphrey, Clay Sewalt and Rusty Sewalt to drive the County Suburban and pulling the 4-H trailers to 4-H events for kids and use of credit card.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-266	W	N		Motion to approve and hire them		O, W, V, N, F		
				on a parttime basis to drive				
				vehicles.				

26. Discussion and possible action of approval to ratify the use of the arena by the Border Patrol on March 24, 2022 from 7am to 3 pm for training.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-267	N	V		Motion to approve as presented.		O, W, V, N, F		

27. Discussion and possible action of approval to transfer a 16 ft Utility Trailer from Fairgrounds to Precinct 1.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-268	W	N		Motion to approve as presented.		O, W, V, N, F		

Juan Carlos Vazquez, County Commissioner Pct. 2

28. Discussion and possible action regarding the approval and issuance of a credit card and PICO Fuel card for Pct. 2 foreman Rey Salgado.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-269	V	N		Motion to approve as presented.		O, W, V, N, F		

Robert "Beau" Nettleton, County Commissioner Pct. 3

29. Discussion and possible action on a resolution supporting the petitioned Texas Commission on Environmental Quality rule change (2022-1075-PET) prohibiting the agency from authorizing the discharge of treated domestic wastewater pollutants into any creeks and streams located within the drainage area of the Lower Pecos River, Devils Rivers and San Felipe Creek.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-270	N	V		Motion to approve for TCEQ to		O, W, V, N, F		
				look at rule changes.				

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

Gustavo Flores, County Commissioner Pct. 4

30. Discussion and possible action of approval to apply for grants for future outdoor/indoor facilities and recreational areas (sports complex).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-271	N	F		Motion to approve as presented.		O, W, V, N, F		

31. Discussion and possible action of approval to designate 250 acres out of SE Ranch on the West side of Loop 79 for future indoor/outdoor facilities and recreational areas (sports complex). Along with approval for procedure of construction to include environmental studies, hiring architectural firm for creation of master plan, commencing with a plan for clearing of designated area.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-272	N	F		Motion to table and look for		O, W, V, N, F		
				alternate locations and to omit				
				The Fairgrounds and SE Ranch.				

32. Discussion and possible action of approval to create a new budget line item for expenses of future indoor/outdoor facilities and recreational areas (sport complex) and to move \$250,000.00 from the one million dollars that were set aside for the centralized food distribution center to be transferred to new budget line item.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-273	N	F		Table until there is a plan.		O, W, V, N, F		

Generosa "Janie" Ramon, County Clerk

33. Discussion and possible action on ordering a Special Election for two Constitutional Amendments, to be listed as State of Texas Proposition No. 1 and State of Texas Proposition No. 2, to be held on May 7, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-274	N	V		Motion to approve as presented.		O, W, V, N, F		

Joanna Montemayor, Risk Manager

34. Discussion and possible action authorizing Judge to sign Property Renewal Schedule.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-275	N	W		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

Melissa Vasquez, County Purchasing Agent

35. Discussion and possible action granting authority to County Judge to sign the Bond Counsel's awarded contract from McCall, Parhurst & Horton. RFQ for Bond Counsel was awarded on February 1, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-276	N	F		Motion to approve as presented.		O, W, V, N, F		

36. Discussion and possible action in awarding Bid 22-03 Lighting & Electrical (Option B) for TxCDBG 7220479 Alcoa Baseball Field Improvements to PATMO SERVICES LLC in the amount of \$396,682.00 and authorize County Judge to sign Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-277	F	N		Motion to approve to lowest bidder.		O, W, V, N, F		

37. Discussion and possible action in awarding Bid 22-03 Grass & Skinned Infield, TxCDBG 7220479 Alcoa Baseball Field Improvements for 159,533 sq. ft. of Dwarf Bermuda Sod, to SANFORD IRRIGATION & LANDSCAPING in the amount of \$115,181.69 an authorize County Judge to sign Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-278	F	N		Motion to approve as presented.		O, W, V, N, F		
				Pay from \$500,000.00 Grant set				
				Set aside from ARPA funds.				

38. Discussion and possible action in awarding Bid 22-03 Irrigation, TxCDBG 7220479 Alcoa Baseball Field Improvements, to SANFORD IRRIGATION & LANDSCAPING in the amount of \$68,754.68 and authorize County Judge to sign Contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-279	F	N		Motion to approve as presented.		O, W, V, N, F		

39. Discussion and possible action to approve the addition of (5) new Hotspots to our First Net account for the Sheriff's Office.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-280	N	F		Motion to approve as presented.		O, W, V, N, F		

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

40. Approval to declare the following item as surplus property and designate for proper disposition. Disposition may include but not limited to auctioned, reassigned, recycled and/or destroyed.

2003 Sterling Claw Truck Vin# K51190	Precinct 1
Swingline Shredder S/N BD00415H	County Auditor
5 Ton Payne A/C Unit S/N PA32NA04800AA	Parks/Building Maintenance
5 Ton Payne A/C Unit S/N PA3ZNA3600AA	Parks/Building Maintenance
Old Metal & Pipe from Horse Stalls	Fairgrounds
2003 Ford F250 Truck Vin#B49434	Parks/Building Maintenance
Caterpillar 4160 Backhoe Vin#P14385	Parks/Building Maintenance
2000 Freightliner FL80 Bucket Truck	Parks/Building Maintenance

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-281	N	F		Motion to approve as presented.		O, W, V, N, F		

41. Discussion and possible action to authorize the transfer of a 2003 Sterling Claw Truck Vin#K51190 in the amount of \$25,000.00 from Precinct 1 Commissioner Martin Wardlaw to Precinct 3 Commissioner Robert "Beau" Nettleton.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-282	F	N		Motion to approve as presented.		O, W, V, N, F		

42. Discussion and possible action to approve the purchase of a 2015 Freightliner Day Cab Vin#GJ1392 in the amount of \$62,840.79. Bid 21-15 resulted in "No Bids received".

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-283	N	V		Motion to approve as presented.		O, W, V, N, F		

Mireya Rodriguez, Fairgrounds Secretary

43. Discussion and possible action on Amendment to Field Use Request from Ray Hanselman (Little League). Mr. Hanselman would like to change from field #2 to field #1 (60 Acres Field – Walmart) Original request submitted to Commissioners Court February 15, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-284	W	F		Motion to approve as presented.		O, W, V, N, F		

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

David Bond, County Librarian

44. Discussion and possible action on National Library Week/National Library Workers Day event being held at the library on April 5, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				Informational and Invitation to				
				Activities for Library Week.				

Ramiro G. Barrera, IT Director

45. Discussion and possible action on purchasing 3 Dell workstations for the Family Violence Center in the amount of \$3,864.00 from budget line item from the Battered Woman Shelter.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-285	N	V		Motion to approve as presented.		O, W, V, N, F		

46. Discussion and possible action on a change order for the 63rd Judicial District Courtroom Audio/Video upgrade, in the amount of \$6,294.96 from appropriated funds.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-286	N	F		Motion to approve and take from		O, W, V, N, F		
				Sheriff's Dept. line item.				

Joe Frank Martinez, County Sheriff

47. Discussion and possible action on purchasing ammunition, which was not available last year. Requesting that the funds come from Contingency funds, as last year's Sheriff's Department Ammunition fund was transferred to Contingency fund, due to non-use.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-287	N	F		Motion to approve and take out of		O, W, V, N, F		
				AMMO line item(\$6,000 to \$6,300)				

48. Discussion and possible action on designating scrap metals as surplus property and authorizing the Val Verde Sheriff's Office to recycle the scrap metals at King's Surplus and Salvage.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-288	N	V		Motion to approve. Brass proceeds		O, W, V, N, F		
				To be deposited into Sheriff's AMMO				
				Fund and scrap proceeds deposit				
				Into Sheriff's Auto Fund account.				

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

Jerry Rust, County Fire Chief

49. Discussion and possible action to re-activate the county Wide Burn Ban for three months effective 03/29/2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-289	W	N		Motion to approve as presented.		O, W, V, N, F		

David E. Martinez, County Attorney

50. Discussion and possible action on amending the County Attorney's budget as to Job Titles to reflect that the position of Executive Assistant will now be Executive Administrative Assistant/Office Manager; the position of Office Manager will now be Executive Legal Assistant; and the position of Legal Secretary will now be Paralegal and to authorize the County Auditor to continue issuing pay checks accordingly.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-290	N	V		Motion to approve as presented.		O, W, V, N, F		

51. Discussion and possible action on paying 50% of the salary of Daniel Esquivel, Assistant County Attorney, from Operation Lone Star Grant, as he is assigned to handle Operation Lone Star cases from intake review to disposition; paying 33.33% of the salary of Paralegal (Maria Balderas) and 33.33% of the salary of Executive Legal Assistant (Alex Cervantes) from Operation Lone Star Grant, as they are assigned to handle the intake and filing of charging documents in Operation Lone Star cases.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-291	N	V		Motion to approve retroactive to 9/1/2021.		O, W, V, N, F		

52. Discussion and possible action on authorizing the County Attorney to utilize the consulting services of Sonia Luna, at no cost, and permit her to retain the use of a Val Verde County laptop, email address and printer during the transition period.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-292	N	V		Motion to approve as presented.		O, W, V, N, F		

Juanita Barrera, HR Director

- A. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Tommy Yeater, County Agent, with a salary of \$19,570, effective May 1, 2022. Mr. Yeater is filling a position which is currently vacant.

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

- B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Victor Castaneda, Deputy Sheriff, with a salary of \$37,904.00 effective March 21, 2022. Mr. Castaneda is replacing Jose Cervantes who transferred to Civil Division.
- C. Hilda Lopez, JP Pct. 4, requesting the issuance of checks to Felicitas Yanez, Pt-Clerk, with an hourly rate of \$12.00, effective March 15, 2022. Ms. Yanez is filling in a newly created position.
- D. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Wilfredo Garcia, Light Equipment Operator, with a salary of \$28,274.53 effective March 16, 2022. Mr. Garcia is replacing Raul Perales who was terminated.
- E. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Juan Rodriguez, Maintenance Worker, with a salary of \$25,875.22 effective March 14, 2022. Mr. Rodriguez is replacing Ascencion Hernandez who was terminated.
- F. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Miriam Mireles, Deputy Clerk III, with a salary of \$28,721.55 effective March 28, 2022. Ms. Mireles has been promoted and is replacing Israel Prieto who resigned.
- G. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Frances Sanchez, Deputy Clerk II, with a salary of \$27,395.94 effective March 28, 2022. Ms. Sanchez has been promoted and is replacing Miriam Mireles who was promoted.
- H. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Laila Blanco, Deputy Clerk I, with a salary of \$25,286.50 effective March 28, 2022. Ms. Blanco is replacing Frances Sanchez who was promoted.
- I. David E. Martinez, County Attorney, requesting the issuance of checks to Sylvia Rivera, Executive Administrative Assistant/Office Manager effective April 1, 2022. There will be no change in Mrs. Rivera’s current annual salary. Mrs. Rivera has been promoted and is replacing Sonia Luna who retired.
- J. David E. Martinez, County Attorney, requesting the issuance of checks to Maria Balderas, Paralegal, with a salary of \$52,965.51, effective April 1, 2022 Ms. Balderas has been promoted and is replacing Sylvia Rivera who was promoted.
- K. David E. Martinez, County Attorney, requesting the issuance of checks to Alejandro Cervantes, Executive Legal Assistant, with a salary of \$53,500.00, effective April 1, 2022. Mr. Cervantes has been promoted and is replacing Maria Balderas who was promoted.

53. Human Resources report from March 16, 2022 through March 29, 2022.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-293	N	W		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

Robb Stevenson, Self Help Center

54. Discussion and possible action to approve the administrative services contract from Equity CDC for the administration of the Val Verde County Self-Help Center and authorize the County Judge to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
22-294	N	V		Motion to approve as presented.		O, W, V, N, F		

David E. Martinez, County Attorney

55. Closed session consultation pursuant to Texas Government Code:
- A. §551.071(2), attorney/client privilege.
 - B. §551.071(1)(A), contemplated litigation.
 - C. §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
 - D. §551.073 regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.

EXECUTIVE SESSION: §551.071(1) (A) §551.071(1) (A) §551.071(2) §551.071(1) (B)0 551.072 551.073

OTHER 9:55 AM BEGAN @ 10:30 AM ENDED @ BREAK @

RESUMED @ ACTION AFTER EX:

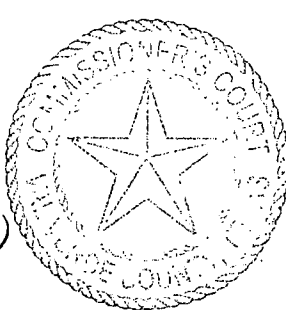
ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No action taken.				

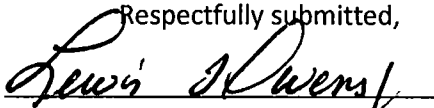
56. Commissioners’ comments.
57. County Judge’s comments. Appreciates courts working together from the best of the community.
58. Adjourn. 10:32 AM.

The foregoing, recorded in Volume 62, pages 228-327, inclusive, was on this the 26th day of April A.D. 2022, read and is hereby **APPROVED**.

ATTEST:

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



Respectfully submitted,

LEWIS G. OWENS JR, COUNTY JUDGE
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 Building
207B East Losoya Street
Del Rio, TX 78840**

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

Social distancing and face masks required

March 29, 2022 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 monthly reports from elected officials.
7. Approving bills for payment.

Matthew S. Weingardt, County Auditor

8. Discussion and possible action to approve the Auditor's Report.
9. Discussion and possible action on hiring two part-time employees for the 63rd District Court; not to exceed an hourly rate of \$18.00 per hour, to be paid from Operation Lone Star.

Aaron D. Rodriguez, County Treasurer

10. Discussion and possible action to approve the Treasurer's Report.

Lewis G. Owens Jr., County Judge

11. Discussing matters relating to COVID-19.
12. Discussion on immigrants.
13. Discussion and possible action regarding the reappointment/renewal of Dr. J.J. Gutierrez as the local Health Authority for 2 years.
14. Discussion and possible action to approve or extend the contract with the City of Del Rio for the Alert Sense service.
15. Discussion and possible action regarding an MOU with the City of Del Rio, SFDRCISD and Val Verde Regional Medical Center for the clean-up and pre-sale preparation for properties to be sold at auction due to outstanding taxes.

16. Discussion and possible action for Secret Heart School to use the County property and light for the Sacred Heart School Festival on April 24, 2022.

17. Discussion and possible action to hire Tommy Yeater, set salary as our County Agent and approve a budget adjustment if needed to set salary.

18. Discussion and possible action allowing County Judge to be a member of the SART Program and authorize to sign a resolution.

19. Discussion and possible action on office space for the Adult Probation Department at the District Court house on Broadway.

20. Discussion and possible action on setting aside money for the baseball fields on Frontera Road. From \$500,000 set aside for Alcoa Fields from ARPA money and reimburse Building Maintenance \$4,500 from this amount.

21. Discussion and possible action on creating a form/application so people can apply for funds on the money set aside for businesses out of ARPA.

22. Discussion and possible action to declare April 2nd, as World Autism Awareness Day.

23. Discussion and possible action on Val Verde County Flood Infrastructure Fund, TWDB Project Number 40062, Communication Tower at Pandale and Flood Early Warning Instrumentation Sites.

24. Approving Architectural Services Agreement between Davis Powell Architecture and Val Verde County, for the Target Range Facility Project funded by the Texas Parks & Wildlife Department and authorize the County Judge to sign.

Martin Wardlaw, County Commissioner Pct. 1

25. Authorize and approve Gary Humphrey, Clay Sewalt and Rusty Sewalt to drive the County Suburban and pulling the 4-H trailers to 4-H events for kids and use of credit card.

26. Discussion and possible action of approval to ratify the use of the arena by the Border Patrol on March 24, 2022 from 7am to 3 pm for training.

27. Discussion and possible action of approval to transfer a 16 ft Utility Trailer from Fairgrounds to Precinct 1.

Juan Carlos Vazquez, County Commissioner Pct. 2

28. Discussion and possible action regarding the approval and issuance of a credit card and PICO Fuel card for Pct. 2 foreman Rey Salgado.

Robert “Beau” Nettleton, County Commissioner Pct. 3

29. Discussion and possible action on a resolution supporting the petitioned Texas Commission on Environmental Quality rule change (2022-1075-PET) prohibiting the agency from authorizing the discharge of treated domestic wastewater pollutants into any creeks and streams located within the drainage area of the Lower Pecos River, Devils Rivers and San Felipe Creek.

Gustavo Flores, County Commissioner Pct. 4

30. Discussion and possible action of approval to apply for grants for future outdoor/indoor facilities and recreational areas (sports complex).

31. Discussion and possible action of approval to designate 250 acres out of SE Ranch on the West side of Loop 79 for future indoor/outdoor facilities and recreational areas (sports complex). Along with approval for procedure of construction to include environmental studies, hiring architectural firm for creation of master plan, commencing with a plan for clearing of designated area.

32. Discussion and possible action of approval to create a new budget line item for expenses of future indoor/outdoor facilities and recreational areas (sport complex) and to move \$250,000.00 from the one million dollars that were set aside for the centralized food distribution center to be transferred to new budget line item.

Generosa “Janie” Ramon, County Clerk

33. Discussion and possible action on ordering a Special Election for two Constitutional Amendments, to be listed as State of Texas Proposition No. 1 and State of Texas Proposition No. 2, to be held on May 7, 2022.

Joanna Montemayor, Risk Manager

34. Discussion and possible action authorizing Judge to sign Property Renewal Schedule.

Melissa Vasquez, County Purchasing Agent

35. Discussion and possible action granting authority to County Judge to sign the Bond Counsel’s awarded contract from McCall, Parhurst & Horton. RFQ for Bond Counsel was awarded on February 1, 2022.

36. Discussion and possible action in awarding Bid 22-03 Lighting & Electrical (Option B) for TxCDBG 7220479 Alcoa Baseball Field Improvements to PATMO SERVICES LLC in the amount of \$396,682.00 and authorize County Judge to sign Contract upon review by County Attorney.

37. Discussion and possible action in awarding Bid 22-03 Grass & Skinned Infield, TxCDBG 7220479 Alcoa Baseball Field Improvements for 159,533 sq. ft. of Dwarf Bermuda Sod, to SANFORD IRRIGATION & LANDSCAPING in the amount of \$115,181.69 an authorize County Judge to sign Contract upon review by County Attorney.

38. Discussion and possible action in awarding Bid 22-03 Irrigation, TxCDBG 7220479 Alcoa Baseball Field Improvements, to SANFORD IRRIGATION & LANDSCAPING in the amount of \$68,754.68 and authorize County Judge to sign Contract upon review by County Attorney.

39. Discussion and possible action to approve the addition of (5) new Hotspots to our First Net account for the Sheriff's Office.

40. Approval to declare the following item as surplus property and designate for proper disposition. Disposition may include but not limited to auctioned, reassigned, recycled and/or destroyed.

2003 Sterling Claw Truck Vin# K51190	Precinct 1
Swingline Shredder S/N BD00415H	County Auditor
5 Ton Payne A/C Unit S/N PA32NA04800AA	Parks/Building Maintenance
5 Ton Payne A/C Unit S/N PA3ZNA3600AA	Parks/Building Maintenance
Old Metal & Pipe from Horse Stalls	Fairgrounds
2003 Ford F250 Truck Vin#B49434	Parks/Building Maintenance
Caterpillar 4160 Backhoe Vin#P14385	Parks/Building Maintenance
2000 Freightliner FL80 Bucket Truck	Parks/Building Maintenance

41. Discussion and possible action to authorize the transfer of a 2003 Sterling Claw Truck Vin#K51190 in the amount of \$25,000.00 from Precinct 1 Commissioner Martin Wardlaw to Precinct 3 Commissioner Robert "Beau" Nettleton.

42. Discussion and possible action to approve the purchase of a 2015 Freightliner Day Cab Vin#GJ1392 in the amount of \$62,840.79. Bid 21-15 resulted in "No Bids received".

Mireya Rodriguez, Fairgrounds Secretary

43. Discussion and possible action on Amendment to Field Use Request from Ray Hanselman (Little League). Mr. Hanselman would like to change from field #2 to field #1 (60 Acres Field – Walmart) Original request submitted to Commissioners Court February 15, 2022.

David Bond, County Librarian

44. Discussion and possible action on National Library Week/National Library Workers Day event being held at the library on April 5, 2022.

Ramiro G. Barrera, IT Director

45. Discussion and possible action on purchasing 3 Dell workstations for the Family Violence Center in the amount of \$3,864.00 from budget line item from the Battered Woman Shelter.

46. Discussion and possible action on a change order for the 63rd Judicial District Courtroom Audio/Video upgrade, in the amount of \$6,294.96 from appropriated funds.

Joe Frank Martinez, County Sheriff

47. Discussion and possible action on purchasing ammunition, which was not available last year. Requesting that the funds come from Contingency funds, as last year's Sheriff's Department Ammunition fund was transferred to Contingency fund, due to non-use.

48. Discussion and possible action on designating scrap metals as surplus property and authorizing the Val Verde Sheriff's Office to recycle the scrap metals at King's Surplus and Salvage.

Jerry Rust, County Fire Chief

49. Discussion and possible action to re-activate the county Wide Burn Ban for three months effective 03/29/2022.

David E. Martinez, County Attorney

50. Discussion and possible action on amending the County Attorney's budget as to Job Titles to reflect that the position of Executive Assistant will now be Executive Administrative Assistant/Office Manager; the position of Office Manager will now be Executive Legal Assistant; and the position of Legal Secretary will now be Paralegal and to authorize the County Auditor to continue issuing pay checks accordingly.

51. Discussion and possible action on paying 50% of the salary of Daniel Esquivel, Assistant County Attorney, from Operation Lone Star Grant, as he is assigned to handle Operation Lone Star cases from intake review to disposition; paying 33.33% of the salary of Paralegal (Maria Balderas) and 33.33% of the salary of Executive Legal Assistant (Alex Cervantes) from Operation Lone Star Grant, as they are assigned to handle the intake and filing of charging documents in Operation Lone Star cases.

52. Discussion and possible action on authorizing the County Attorney to utilize the consulting services of Sonia Luna, at no cost, and permit her to retain the use of a Val Verde County laptop, email address and printer during the transition period.

Juanita Barrera, HR Director

53. Human Resources report from March 16, 2022 through March 29, 2022.

- A. Lewis G. Owens, Jr., County Judge, requesting the issuance of checks to Tommy Yeater, County Agent, with a salary of _____, effective May 1, 2022. Mr. Yeater is filling a position which is currently vacant.
- B. Joe Frank Martinez, Sheriff, requesting the issuance of checks to Victor Castaneda, Deputy Sheriff, with a salary of \$37,904.00 effective March 21, 2022. Mr. Castaneda is replacing Jose Cervantes who transferred to Civil Division.
- C. Hilda Lopez, JP Pct. 4, requesting the issuance of checks to Felicitas Yanez, Pt-Clerk, with an hourly rate of \$12.00, effective March 15, 2022. Ms. Yanez is filling in a newly created position.

- D. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Wilfredo Garcia, Light Equipment Operator, with a salary of \$28,274.53 effective March 16, 2022. Mr. Garcia is replacing Raul Perales who was terminated.
- E. Martin Wardlaw, Commissioner Pct. 1, requesting the issuance of checks to Juan Rodriguez, Maintenance Worker, with a salary of \$25,875.22 effective March 14, 2022. Mr. Rodriguez is replacing Ascencion Hernandez who was terminated.
- F. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Miriam Mireles, Deputy Clerk III, with a salary of \$28,721.55 effective March 28, 2022. Ms. Mireles has been promoted and is replacing Israel Prieto who resigned.
- G. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Frances Sanchez, Deputy Clerk II, with a salary of \$27,395.94 effective March 28, 2022. Ms. Sanchez has been promoted and is replacing Miriam Mireles who was promoted.
- H. Jo Ann Cervantes, District Clerk, requesting the issuance of checks to Laila Blanco, Deputy Clerk I, with a salary of \$25,286.50 effective March 28, 2022. Ms. Blanco is replacing Frances Sanchez who was promoted.
- I. David E. Martinez, County Attorney, requesting the issuance of checks to Sylvia Rivera, Executive Administrative Assistant/Office Manager effective April 1, 2022. There will be no change in Mrs. Rivera's current annual salary. Mrs. Rivera has been promoted and is replacing Sonia Luna who retired.
- J. David E. Martinez, County Attorney, requesting the issuance of checks to Maria Balderas, Paralegal, with a salary of \$52,965.51, effective April 1, 2022. Ms. Balderas has been promoted and is replacing Sylvia Rivera who was promoted.
- K. David E. Martinez, County Attorney, requesting the issuance of checks to Alejandro Cervantes, Executive Legal Assistant, with a salary of \$53,500.00, effective April 1, 2022. Mr. Cervantes has been promoted and is replacing Maria Balderas who was promoted.

Robb Stevenson, Self Help Center

54. Discussion and possible action to approve the administrative services contract from Equity CDC for the administration of the Val Verde County Self-Help Center and authorize the County Judge to sign.

David E. Martinez, County Attorney

55. Closed session consultation pursuant to Texas Government Code:

- A.** §551.071(2), attorney/client privilege.
- B.** §551.071(1)(A), contemplated litigation.
- C.** §551.072 regarding the purchase, exchange, lease, or value of real property and possible action in open session thereafter.
- D.** §551.073 regarding a negotiated contract, lease, or value of real property and possible action in open session thereafter.

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.

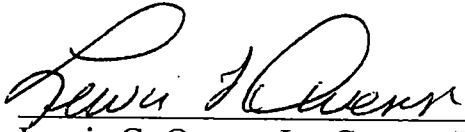
56. Commissioners' comments.

57. County Judge's comments.

58. 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 April 12, 2022 @ 9:00 a.m.
Agenda Items are due Thursday, April 7 2022 @ 4:30p.m.



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

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON MARCH 25, 2022: AT 3:55 A.M./P.M.

2022 MAR 25 P 3 55
GENEVA GARCIA RAYMON
VAL VERDE COUNTY CLERK
BY *Monica M.* DEPUTY

FILED

400 Pecan Street • Del Rio, TX 78840



Val Verde County, TX

Fund Balance Report

As Of 03/24/2022

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1111 - General Fund	6,462,289.21	17,728,829.32	9,684,399.56	14,506,718.97
1133 - 2011 SL 179	76,056.76	3.15	0.00	76,059.91
1134 - 2014 Library Construction	158,185.32	0.00	11,433.00	146,752.32
1178 - 2016 Tax Note	69,386.48	2.90	4,721.68	64,667.70
1222 - Balance Road & Bridge	86,201.99	1,492,625.70	974,917.18	431,506.53
1333 - Interest & Sinking	117,181.92	1,885,697.29	964,574.97	1,038,304.24
1444 - Payroll Clearing County	33,797.82	6,267,547.09	5,679,636.83	621,708.08
1701 - Technology Fund - JP #1	15,734.57	1,099.75	260.00	16,574.32
1702 - Technology Fund - JP #2	15,260.09	998.45	0.00	16,258.54
1703 - Technology Fund - JP #3	12,988.90	175.32	0.00	13,164.22
1704 - Technology Fund - JP #4	7,094.92	702.75	1,009.58	6,788.09
1705 - Hot Check - County Attorney	21,926.23	116.45	0.00	22,042.68
1706 - Pre Trial County Attorney	149,794.70	4,034.54	3,307.42	150,521.87
1707 - Technology Fund - County n District Clerk	971.24	125.21	0.00	1,096.45
1708 - Records Archive - County Clerk	216,423.99	28,215.98	28,300.00	216,339.97
1709 - Management & Preservation - County Clerk	130,352.17	28,785.73	10,287.60	148,850.30
1710 - Open - County	12.30	0.00	0.00	12.30
1711 - Management & Preservation - County	25,626.13	685.41	0.00	26,311.54
1712 - State Forfeiture - DA	69,920.63	131.12	32,048.13	38,003.62
1713 - Pretrial - DA	45,809.68	1,186.90	0.00	46,996.58
1714 - Court Records Preservation - County	15,179.94	1,099.17	0.00	16,279.11
1715 - Management & Preservation - District Clerk	28,408.23	849.44	0.00	29,257.67
1716 - Records Archive - District Clerk	39,173.00	1,152.97	0.00	40,325.97
1717 - State Forfeiture - Sheriff	5,492.29	10.46	0.00	5,502.75
1718 - DOT Forfeiture - Sheriff	13,990.66	26.36	225.00	13,792.02
1719 - DOT Forfeiture - Sheriff	4,165.94	7.82	600.00	3,573.76
1720 - LEOSE - Sheriff	10,974.37	18.14	4,045.52	6,946.99
1721 - Chapter 19 - Tax Assessor	101.85	387.09	0.00	285.24
1722 - Motor Vehicle - Tax Assessor	29,265.29	54.90	0.00	29,320.19
1723 - Vehicle Fee Fund - Tax Assessor	0.00	0.00	0.00	0.00
1724 - Court Reporter	23,754.17	2,283.51	0.00	26,037.68
1725 - Court House Security Fund	44,742.26	6,002.28	291.00	50,453.54
1726 - JP Court House Security Fund	7,012.93	1,539.77	0.00	8,552.70
1727 - Law Library	11,725.35	5,368.83	13,041.22	19,397.74
1728 - Jury Fund	21,099.26	1,302.94	11,849.00	10,553.20
1729 - Election Fund	1.45	0.00	109.00	-107.55
1730 - Family Protection Fund	9,825.89	694.64	0.00	10,520.53
1731 - Settlements - District Attorney	50,871.62	129.97	0.00	51,001.59
1732 - DWI Program Fund	41,404.12	6,489.51	38,583.60	9,310.03
1733 - LEOSE - Constable #3	4,695.47	8.81	0.00	4,704.28
1734 - HOT Fund	109,851.42	31,347.71	5,000.00	136,199.13
1735 - HOT Fund (City)	299,058.97	99,289.95	0.00	398,348.92
1736 - 2019 \$4.3M Certificate of Obligation	2,613.15	4.91	0.00	2,618.06
1801 - Settlement Fund - Sheriff	4,727.25	59.11	0.00	4,786.36
1802 - Ammo Fund - Sheriff	0.00	0.00	0.00	0.00
1803 - Tower Lease - Sheriff	10,608.36	20.25	0.00	10,628.61
1804 - Reserves Fund - Sheriff	9,926.16	18.94	964.99	8,980.11
1805 - San Felipe Pastures Fund	30,420.29	58.09	0.00	30,478.38
1806 - Financial Integrity Fund	50,814.45	97.03	0.00	50,911.48
1807 - Fire Reserves Fund	10,417.84	19.88	0.00	10,437.72
1808 - USDA Pens Improvements	110,894.18	14,216.42	22,388.00	102,722.60
1809 - 2019 \$1.7M Revenue Note	1.86	0.00	0.00	1.86
1810 - County Administration Building	7,787.55	14.23	3,456.90	4,344.88
1811 - Employee Wellness	6,962.22	10.23	4,155.02	2,817.43

Fund Balance Report				As Of 03/24/2022
Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1812 County Projects	1,444,687.13	497,277.40	55,940.29	1,676,024.24
1813 Southwest Budget Project 11	16,163.65	49.95	0.00	26,213.60
1814 APPA (S&RB)	0.00	4,050,233.27	3,038.98	4,047,166.31
1815 Technology Fund	259.90	0.19	0.00	260.39
1900 2021 53 9M Tax Note	2,153,592.93	3,882.86	1,114,455.05	1,043,020.74
1901 2021 54 3M Certificate Of Obligation	3,164,760.32	6,353.71	0.00	3,171,114.03
Report Total:	15,214,388.39	32,071,314.15	18,673,037.50	28,612,665.04



Val Verde County, TX

Expense Approval Report

By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0001 - Hail Damage					
Royal Metal	7055521	03/21/2022	Frgrnds Proj - Material	1812-0001-30-18111	5.00
Royal Meta	7055521	03/21/2022	Frgrnds Proj - Material	1812-0001-30-18111	6.63
Royal Meta	7055521	03/21/2022	Frgrnds Proj - Material	1812-0001-30-18111	331.27
Department 0001 - Hail Damage Total:					342.90
Department: 1012 - TCDBG #712085					
KSA Engineers, Inc	ARIV1001974	02/26/2022	TCDBG - Engineering	2666-1012-34-26090	33,015.50
Department 1012 - TCDBG #712085 Total:					33,015.50
Department: 1041 - 1041					
Department of information R	MA40000222	02/28/2022	HAVA - Security Services	2666-1041-30-26020	696.84
Department 1041 - 1041 Total:					696.84
Department: 1094 - .					
#1 A Lifesaver of Texas Interior	018	02/28/2022	DWI - Monitoring Services	2666-1094-31-26170	765.00
Daniel MacDonald	7617	03/18/2022	DWI - Breathalyzers	2666-1094-31-26170	1,500.00
Oscar J. Sagace	002	03/22/2022	DWI - Counseling	2666-1094-31-26170	800.00
Orlando Venegas	1007	03/22/2022	DWI - Counseling	2666-1094-31-26170	1,200.00
Luis F. Arroyo	15-2021	03/22/2022	DWI - Compliance Officer	2666-1094-31-26170	1,126.00
Mayra C. Quicksall	15-2021	03/22/2022	DWI - Compliance Officer	2666-1094-31-26170	1,405.54
Sandra Hernandez	87	03/22/2022	DWI - Education Specialist	2666-1094-31-26170	875.00
Department 1094 - . Total:					7,671.54
Department: 1098 - .					
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	17.00
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	53.70
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	40.44
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	12.40
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	101.90
Quill Corporation	23313988	02/23/2022	BPU - Office	2666-1098-31-26360	62.88
Department 1098 - . Total:					288.32
Department: 1111 - General Fund					
United Volleyball Supply, LLC	248881	03/09/2022	Pct 3 - Edging/Set Up	1814-1111-34-16520	1,002.88
United Volleyball Supply, LLC	248881	03/09/2022	Pct 3 - Edging/Set Up	1814-1111-34-16520	1,248.00
United Volleyball Supply, LLC	248881	03/09/2022	Pct 3 - Edging/Set Up	1814-1111-34-16520	210.00
United Volleyball Supply, LLC	248881	03/09/2022	Pct 3 - Edging/Set Up	1814-1111-34-16520	576.08
Brookes Blossoming Hope for	106	03/12/2022	HOT - In Kind Allocation	1734-1111-36-16000	5,000.00
Luminare, Inc	1277	03/31/2022	COVID19 - ARPA - Software	1814-1111-34-16000	35,000.00
Department 1111 - General Fund Total:					43,036.96
Department: 1200 - County Judge					
Xerox	015657708	03/01/2022	Co Judge - Prints	1111-1200-30-16000	0.92
Xerox	015657708	03/01/2022	Co Judge - Copier	1111-1200-30-16425	36.14
DialTone Services, L.P.	220594011	03/03/2022	EM - Satellite Service	1111-1200-30-16420	130.70
Cannon Graphics	19466	03/08/2022	Co Judge - Business Cards	1111-1200-30-16000	30.00
Quill Corporation	23660567	03/09/2022	Co Judge - Office	1111-1200-30-16000	107.07
DYN, LLC	6101169	03/11/2022	EM - Weather Services	1111-1200-30-16420	1,695.00
Purchase Power	3/15/2022	03/15/2022	Co Judge - Postage	1111-1200-30-16000	100.00
Department 1200 - County Judge Total:					2,099.83
Department: 1201 - County Clerk					
Government Revenue Solutio	INV8-028372	10/01/2021	Co Clerk - Credit Memo	1709-1201-30-16480	236.00
Government Revenue Solutio	INV8-029711	10/08/2021	Co Clerk - Recordings	1709-1201-30-16480	1,030.40
Government Revenue Solutio	INV8-030838	11/16/2021	Co Clerk - Credit Memo	1709-1201-30-16480	158.00
Government Revenue Solutio	INV8-031969	12/31/2021	Co Clerk - Credit Memo	1709-1201-30-16480	96.50
Government Revenue Solutio	INV8-032834	02/01/2022	Co Clerk - Storage	1709-1201-30-16480	345.00
Quill Corporation	22875728	02/07/2022	Co Clerk - Office	1111-1201-30-16000	72.19

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Quill Corporation	22876097	02/07/2022	Co Clerk - Office	1111-1201-30-16000	20 00
Quill Corporation	22887043	02/07/2022	Co Clerk - Office	1111-1201-30-16000	79 02
Quill Corporation	22910865	02/08/2022	Co Clerk - Office	1111-1201-30-16000	20 00
Quill Corporation	22912017	02/08/2022	Co Clerk - Office	1111-1201-30-16000	193 50
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	7 85
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	6 66
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	8 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	10 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	19 99
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	7 70
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	7 70
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	8 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	78 26
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	12 21
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	60 44
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	42 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	37 50
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	36 27
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	34 65
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	33 50
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	32 25
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	30 96
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	28 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	27 28
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	26 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	97 50
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	54 58
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	83 50
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	82 08
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	21 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	13 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	18 00
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	12 80
Quill Corporation	22935535	02/08/2022	Co Clerk - Office	1111-1201-30-16000	18 68
Fedex	015657705	03/01/2022	Co Clerk - Express Svcs	1111-1201-30-16000	86 88
Xerox	015657705	03/01/2022	Co Clerk - Prints	1111-1201-30-16000	0 09
Xerox	015657705	03/01/2022	Co Clerk - Copier	1111-1201-30-16000	284 57
Xerox	015657705	03/01/2022	Co Clerk - Prints	1111-1201-30-16000	0 18
Xerox	015657705	03/01/2022	Co Clerk - Copier	1111-1201-30-16000	284 57
Quill Corporation	23662239	03/09/2022	Co Clerk - Office	1111-1201-30-16000	11 96
Quill Corporation	23662239	03/09/2022	Co Clerk - Office	1111-1201-30-16000	51 68
Department 1201 - County Clerk Total:					2,951.90
Department 1203 - Veteran's Office					
Val Verde County Tax A/C - Aut	710V83XY9A06	02/28/2022	Vet - Inspection	1111-1203-30-76370	7 50
JS Waters of America, Inc	11089708030822	03/08/2022	Vet - Water	1111-1203-30-16000	3 50
Hiram V Cervantes	180-1940586	03/16/2022	Vet - Windshield Replacement	1111-1203-30-76370	330 00
Department 1203 - Veteran's Office Total:					341.00
Department 1204 - 63rd District Court					
Amazon.com LLC	1NFW-3XYC-7PK	02/01/2022	63rd - Supplies	1111-1204-31-16000	129 82
Amazon.com LLC	1NFW-3XYC-7PK	02/01/2022	63rd - Supplies	1111-1204-31-16000	25 99
Xerox	015657711	03/01/2022	63rd - Prints	1111-1204-31-16000	54 80
Xerox	015657711	03/01/2022	63rd - Copier	1111-1204-31-16475	181 55
JS Waters of America, Inc	11089708030822	03/08/2022	63rd - Water	1111-1204-31-16000	23 91
Val Verde County	798	03/17/2022	63rd - Copy Paper	1111-1204-31-16000	110 64
Department 1204 - 63rd District Court Total:					526.71
Department 1205 - District Clerk					
JS Waters of America, Inc	11089708030822	03/08/2022	Dist Clerk - Water	1111-1205-31-16000	27 16
Department 1205 - District Clerk Total:					27.16

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1206 - JP#1					
LD Products, Inc.	51P-013044202	01/21/2022	JP 1 - Toner	1111-1206-31-16000	86.37
Quill Corporation	23287085	02/23/2022	JP 1 - Office	1111-1206-31-16000	80.00
Department 1206 - JP#1 Total:					166.37
Department: 1207 - JP#2					
DS Waters of America Inc	11089708030822	03/08/2022	JP 2 - Water	1111-1207-31-16000	22.67
Department 1207 - JP#2 Total:					22.67
Department: 1208 - JP#3					
4 Imprint	9625297	01/17/2022	JP 3 - Jacket	1111-1208-31-16000	62.23
Cannon Graphics	19377	02/16/2022	JP 3 - Business Cards	1111-1208-31-16000	45.00
Pitney Bowes Inc	3315251194	02/24/2022	JP 3 - Postage Meter	1111-1208-31-16000	182.61
Department 1208 - JP#3 Total:					289.84
Department: 1210 - County Court at Law					
Technical Resource Managem	FS-9070022822	02/28/2022	DWI - Drug Testing	1732-1210-31-16000	133.90
Technical Resource Managem	FS-9296022822	02/28/2022	DWI - Drug Testing	1732-1210-31-16000	51.50
DS Waters of America Inc	11089708030822	03/08/2022	CCL - Water	1111-1210-31-16000	3.23
Smartex	22274	03/10/2022	DWI - Drug Tests	1732-1210-31-16000	467.00
Smartex	22274	03/10/2022	DWI - Drug Tests	1732-1210-31-16000	446.25
Luis F Arroyo	04/10/2022	04/10/2022	DWI - Meals	1732-1210-31-16000	184.00
Sergio J Gonzalez	4/10/2022	04/13/2022	DWI - Meals/Mileage	1732-1210-31-16000	184.00
Mayra C Quicksall	4/10/2022	04/13/2022	DWI - Meals	1732-1210-31-16000	184.00
Sergio J Gonzalez	4/10/2022	04/13/2022	DWI - Meals/Mileage	1732-1210-31-16000	315.90
Reginaldo Rangel Jr	4/10/2022	04/13/2022	DWI - Meals	1732-1210-31-16000	184.00
Sandra Hernandez	4/10/2022	04/13/2022	DWI - Meals	1732-1210-31-16000	184.00
Oscar J Sagace	4/10/2022	04/13/2022	DWI - Meals	1732-1210-31-16000	184.00
Department 1210 - County Court at Law Total:					2,521.78
Department: 1211 - County Attorney					
Quill Corporation	23535121	03/04/2022	Co Atty - Office	1706-1211-31-16000	135.95
Quill Corporation	23535121	03/04/2022	Co Atty - Office	1706-1211-31-16000	33.96
Quill Corporation	23547332	03/04/2022	Co Atty - Office	1706-1211-31-16000	726.60
Quill Corporation	23555457	03/04/2022	Co Atty - Office	1706-1211-31-16000	242.20
LD Products Inc	51P-013156070	03/04/2022	Co Atty - Toner	1706-1211-31-16000	305.52
DS Waters of America Inc	11089708030822	03/08/2022	Co Atty - Water	1111-1211-31-16000	33.64
Cannon Graphics	19467	03/08/2022	Co Atty - Business Cards	1111-1211-31-16000	40.00
Quill Corporation	23635945	03/09/2022	Co Atty - Office	1706-1211-31-16000	538.00
Quill Corporation	23635945	03/09/2022	Co Atty - Office	1706-1211-31-16000	550.00
Val Verde County	800	03/17/2022	Co Atty - Copy Paper	1111-1211-31-16000	368.80
Department 1211 - County Attorney Total:					2,974.67
Department: 1212 - County Auditor					
Val Verde County	764	11/18/2021	Auditor - Copy Paper	1111-1212-30-16000	279.20
Xerox	015657707	03/01/2022	Auditor - Prints	1111-1212-30-16000	72.64
Xerox	015657707	03/01/2022	Auditor - Copier	1111-1212-30-16415	191.78
DS Waters of America Inc	11089708030822	03/08/2022	Auditor - Water	1111-1212-30-16000	16.19
Texas Association Of Counties	324427	03/08/2022	Auditor - Reg Fee	1111-1212-30-16200	395.00
Department 1212 - County Auditor Total:					954.81
Department: 1213 - County Treasurer					
DS Waters of America Inc	11089708030822	03/08/2022	Treas - Water	1111-1213-30-16000	9.71
Department 1213 - County Treasurer Total:					9.71
Department: 1214 - County Tax Collector					
The Master's Touch, LLC	78931	02/28/2022	Tax - Mail Svr	1111-1214-30-16000	2,145.04
Quill Corporation	23444788	03/01/2022	Tax - Office	1111-1214-30-16000	58.14
Xerox	015779575	03/04/2022	Tax - Copier	1111-1214-30-16415	231.83
Quill Corporation	23530486	03/04/2022	Tax - Office	1111-1214-30-16000	26.25
Quill Corporation	23564173	03/07/2022	Tax - Office	1111-1214-30-16000	28.02
DS Waters of America Inc	11089708030822	03/08/2022	Tax - Water	1111-1214-30-16000	38.13
AA-AA Storage	022747	03/23/2022	Tax - April Rent	1111-1214-30-16000	45.00
Department 1214 - County Tax Collector Total:					2,572.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 1216 - Purchasing Department					
Skyline Embroidery	6242	01/04/2022	Purch Shirts	1111-1216-30-16000	115.00
Government Procurement Ser	2242	03/10/2022	Purch Reg Fee	1111-1216-30-16200	325.00
Department 1216 - Purchasing Department Total:					440.00
Department: 1217 - County Agent					
Quill Corporation	22972210	02/09/2022	Co Agent Office	1111-1217-30-16000	6.44
Quill Corporation	22972210	02/09/2022	Co Agent Office	1111-1217-30-16000	32.29
Quill Corporation	22972210	02/09/2022	Co Agent Office	1111-1217-30-16000	27.99
Quill Corporation	22972210	02/09/2022	Co Agent Office	1111-1217-30-16000	24.99
Quill Corporation	23082443	02/15/2022	Co Agent Office	1111-1217-30-16000	69.68
US Waters of America, Inc.	11089708030822	03/08/2022	Co Agent Water	1111-1217-30-16000	3.23
Val Verde County Tax A/C Aut	400693WXX4705	03/16/2022	Co Agent Inspection	1111-1217-30-16202	7.50
Bowling Per Minute	5572	03/16/2022	Co Agent Inspection	1111-1217-30-16202	7.00
City of Del Rio	371448	03/22/2022	Co Agent Landfill	1111-1217-30-16205	9.45
Department 1217 - County Agent Total:					188.57
Department: 1218 - Library					
Amazon.com LLC	1ND3-96RK-PP6W	02/22/2022	Lib Books	1111-1218-36-16680	39.95
Amazon.com LLC	1ND3-96RK-PP6W	02/22/2022	Lib Books	1111-1218-36-16680	9.99
Amazon.com LLC	1ND3-96RK-PP6W	02/22/2022	Lib Books	1111-1218-36-16680	12.99
Xerox	015657710	03/01/2022	Lib Prints	1111-1218-36-16000	13.97
Xerox	015657710	03/01/2022	Lib Copier	1111-1218-36-16415	175.87
Ingram Library Services	58113865	03/01/2022	Lib Books	1111-1218-36-16680	6.24
ES Leasing	75642617	03/06/2022	Lib Copier	1111-1218-36-16415	275.68
Mudamena Books	748122	03/07/2022	Lib Books	1111-1218-36-16680	640.70
US Waters of America, Inc.	11089708030822	03/08/2022	Lib Water	1111-1218-36-16000	80.99
Toshiba Business Solutions	5609890	03/09/2022	Lib Prints	1111-1218-36-16421	32.44
Ingram Library Services	58350041	03/11/2022	Lib Books	1111-1218-36-16680	9.79
Ingram Library Services	58379485	03/13/2022	Lib Books	1111-1218-36-16680	11.10
Ingram Library Services	58386746	03/14/2022	Lib Books	1111-1218-36-16680	8.25
Turner Publishing Group	ARL0331292	03/14/2022	Lib Books	1111-1218-36-16680	319.08
Amstad Snack & Coffee Serv	6750	03/16/2022	Lib Coffee/Creamer	1111-1218-36-16000	18.00
Amstad Snack & Coffee Serv	6950	03/16/2022	Lib Coffee/Creamer	1111-1218-36-16000	64.00
Home Depot Dept 32 254092	1124268	03/17/2022	Lib Material	1111-1218-36-16000	9.99
Department 1218 - Library Total:					1,729.63
Department: 1219 - Rural Fire & EMS					
Dialtone Services, LLP	220594012	03/03/2022	Fire Satellite Service	1111-1219-33-16000	65.35
Heat Safety Equipment LLC	22 16424	03/11/2022	Fire Equipment	1111-1219-33-16000	320.00
Pro Auto Supply	549417	03/14/2022	Fire Parts	1111-1219-33-16000	2.39
Vallareals Express Lube	7427	04/14/2022	Fire Oil Change	1111-1219-33-16000	240.95
Pro Auto Supply	540156	04/15/2022	Fire Parts	1111-1219-33-16000	11.31
Russell Tree Vacu	382256	03/17/2022	Fire Supplies	1111-1219-33-16000	7.98
Arc Rate Welding	102942	03/21/2022	Fire Running Boards	1111-1219-33-16000	95.00
Arc Rate Welding	102942	03/21/2022	Fire Running Boards	1111-1219-33-16000	346.29
Arc Rate Welding	102957	03/22/2022	Fire Cap Exp - Guards/Boards	1111-1219-33-16000	1,749.95
Arc Rate Welding	102957	04/22/2022	Fire Cap Exp - Guards/Boards	1111-1219-33-16000	655.00
Arc Rate Welding	102957	03/22/2022	Fire Cap Exp - Guards/Boards	1111-1219-33-16000	95.00
Arc Rate Welding	102957	03/22/2022	Fire Cap Exp - Guards/Boards	1111-1219-33-16000	190.00
Department 1219 - Rural Fire & EMS Total:					3,779.22
Department: 1220 - Parks & Building Maintenance					
Val Verde County	770	12/03/2021	BM Towels/Tissue	1111-1220-37-16330	73.08
Val Verde County	770	12/03/2021	BM Towels/Tissue	1111-1220-37-16330	41.35
Unifirst Corporation	5232833753	12/03/2021	CAB Supplies	1111-1220-37-16330	13.62
Val Verde County	773	12/14/2021	BM Towels/Tissue	1111-1220-37-16330	109.62
Val Verde County	773	12/14/2021	BM Towels/Tissue	1111-1220-37-16330	41.35
Val Verde County	773	12/15/2021	BM Lights/Ballasts	1111-1220-37-16330	37.56
Val Verde County	773	12/15/2021	BM Lights/Ballasts	1111-1220-37-16330	39.84
Val Verde County	773	12/17/2021	BM Lights	1111-1220-37-16330	3.66
Val Verde County	773	12/20/2021	BM Towels/Tissue	1111-1220-37-16330	124.05
Val Verde County	773	12/26/2021	BM Towels/Tissue	1111-1220-37-16330	109.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Val Verde County	777	12/20/2021	BM Lights	1111-1220-37-16330	1 83
Val Verde County	789	01/13/2022	BM Towels/Tissue	1111-1220-37-16330	36 34
Val Verde County	789	01/13/2022	BM Towels/Tissue	1111-1220-37-16330	41 35
Unifirst Corporation	8232841731	02/03/2022	Juv Supplies	1111-1220-37-16330	17 41
City of Del Rio	04-000853-00-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	550 09
City of Del Rio	04-023000-01-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	933 12
City of Del Rio	05-007550-00-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	737 65
City of Del Rio	05-007600-00-02/18/2022	02/18/2022	BM - Utilities	1111-1220-37-16503	821 60
City of Del Rio	46-001690-00-02/23/2022	02/23/2022	BM - Utilities	1111-1220-37-16503	25 57
City of Del Rio	46-001691-00-02/23/2022	02/23/2022	BM - Utilities	1111-1220-37-16503	115 74
City of Del Rio	46-007770-00-02/23/2022	02/23/2022	BM - Utilities	1111-1220-37-16503	60 34
City of Del Rio	46-012840-01-02/23/2022	02/23/2022	BM Utilities	1111-1220-37-16503	52 54
City of Del Rio	46-012950-00-02/23/2022	02/23/2022	BM Utilities	1111-1220-37-16503	65 66
City of Del Rio	46-013205-00-02/23/2022	02/23/2022	BM Utilities	1111-1220-37-16503	75 54
City of Del Rio	46-013810-01-02/23/2022	02/23/2022	BM Utilities	1111-1220-37-16503	79 02
City of Del Rio	46-013820-00-02/23/2022	02/23/2022	BM Utilities	1111-1220-37-16503	482 47
City of Del Rio	46-013850-00-02/23/2022	02/23/2022	BM - Utilities	1111-1220-37-16503	17 39
City of Del Rio	10-000200-00-02/25/2022	02/25/2022	BM - Utilities	1111-1220-37-16503	492 13
City of Del Rio	11-000455-01-02/25/2022	02/25/2022	BM Utilities	1111-1220-37-16503	34 95
City of Del Rio	55-100174-00-02/28/2022	02/28/2022	BM Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-118000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-590000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-618000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-702000-01-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	110 79
City of Del Rio	55-754000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	163 17
City of Del Rio	55-813000-00-02/28/2022	02/28/2022	BM Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-814000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	226 62
City of Del Rio	55-815000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	226 62
City of Del Rio	55-817000-00-02/28/2022	02/28/2022	BM Dumpsters	1111-1220-37-16503	117 29
City of Del Rio	55-825000-00-02/28/2022	02/28/2022	BM - Dumpsters	1111-1220-37-16503	163 17
City of Del Rio	55-880000-01-02/28/2022	02/28/2022	BM Dumpsters	1111-1220-37-16503	117 29
AT&T Corp	8529-2/28/22	02/28/2022	BM Utilities	1111-1220-37-16503	49 39
City of Del Rio	14-015200-01-03/01/2022	03/01/2022	BM - Utilities	1111-1220-37-16503	62 23
Quill Corporation	234434121	03/01/2022	BM - Office	1111-1220-37-16000	6 37
Quill Corporation	234434121	03/01/2022	BM - Office	1111-1220-37-16000	13 42
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	15 51
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	12 32
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	27 00
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	29 66
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	4 69
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	6 75
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	6 86
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	7 22
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	8 49
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	11 47
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	3 27
Quill Corporation	23445473	03/01/2022	BM - Office	1111-1220-37-16000	9 60
Frontier Southwest Incorporat	090319-5-3/03/22	03/03/2022	BM - Utilities	1111-1220-37-16503	135 77
City of Del Rio	15-002680-00-03/03/2022	03/03/2022	BM - Utilities	1111-1220-37-16503	186 82
City of Del Rio	15-002800-00-03/03/2022	03/03/2022	BM - Utilities	1111-1220-37-16503	32 85
Amazon.com LLC	1547-609L-LYG1	03/04/2022	BM Ethernet Cable	1111-1220-37-16311	192 99
City of Del Rio	21-017400-00-03/04/2022	03/04/2022	BM Utilities	1111-1220-37-16503	37 38
City of Del Rio	21-300000-01-03/04/2022	03/04/2022	BM - Utilities	1111-1220-37-16503	111 60
City of Del Rio	369484	03/04/2022	BM Landfill	1111-1220-37-16330	3 60
Charter Communications Hold	0497272030722	03/07/2022	BM Internet	1111-1220-37-16503	217 10
Charter Communications Hold	0218197030822	03/08/2022	BM Rent Internet	1111-1220-37-16503	2,009 49
T J Moore Lumber	529146	03/09/2022	BM Material	1111-1220-37-16330	15 84
Pro Auto Supply	539590	03/10/2022	BM Parts	1111-1220-37-16520	20 37
Home Depot Dept 32-254092	9010332	03/10/2022	BM - Material	1111-1220-37-16330	12 88
Unifirst Corporation	8232846278	03/10/2022	Lib Uniforms/Supplies	1111-1220-37-16330	51 78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Unifirst Corporation	8232846279	03/10/2022	Juv. Supplies	1111-1220-37-16330	19.41
Unifirst Corporation	8232846280	03/10/2022	Critise Uniforms/Supplies	1111-1220-37-16330	39.00
Frontier Southwest Incorporated	0310205311/22	03/11/2022	BM Utilities	1111-1220-37-16503	70.65
T J Moore Lumber	529370	03/11/2022	BM Material	1111-1220-37-16330	25.52
T J Moore Lumber	529373	03/11/2022	BM Material	1111-1220-37-16330	11.90
Unifirst Corporation	8232846492	03/11/2022	CAB Supplies	1111-1220-37-16330	15.62
Pico Propane Operating	067848311	03/14/2022	BM Fuel	1111-1220-37-16201	8,757.46
Financial Servicing, LLC	12997152	03/14/2022	BM Utilities	1111-1220-37-16503	476.47
Cavalio Energy Texas LLC	220730016598771	03/14/2022	BM Utilities	1111-1220-37-16503	33,758.70
Home Depot Dept 32-254092	4974056	03/14/2022	BM Material	1111-1220-37-16330	42.75
Florentino Almeda	4038	03/15/2022	BM Supplies	1111-1220-37-16330	12.98
Russell True Value	482158	03/15/2022	BM Supplies	1111-1220-37-16330	8.97
Russell True Value	482176	03/15/2022	BM Supplies	1111-1220-37-16330	13.90
Russell True Value	482182	03/15/2022	BM Supplies	1111-1220-37-16330	15.28
Russell True Value	482207	03/15/2022	BM Supplies	1111-1220-37-16330	9.58
Pro Auto Supply	540149	03/15/2022	BM Parts	1111-1220-37-16520	43.98
Unifirst Corporation	8232846846	03/15/2022	BM Uniforms	1111-1220-37-16330	110.93
Unifirst Corporation	8232846847	03/15/2022	Co Agent Uniforms/Supplies	1111-1220-37-16330	25.92
Del Rio Welders Equip	0689218	03/15/2022	BM Supplies	1111-1220-37-16330	51.81
Jay Macks Enterprises	62838	03/16/2022	BM Service Call	1111-1220-37-16330	85.00
Jay Macks Enterprises	62838	03/16/2022	BM Service Call	1111-1220-37-16330	1,225.00
Jay Macks Enterprises	62838	03/16/2022	BM Service Call	1111-1220-37-16330	146.41
T J Moore Lumber	529788	03/17/2022	BM Material	1111-1220-37-16330	5.05
Unifirst Corporation	8232847180	03/17/2022	Lib - Uniforms/Supplies	1111-1220-37-16330	51.78
Unifirst Corporation	8232847181	03/17/2022	Juv. Supplies	1111-1220-37-16330	19.41
Unifirst Corporation	8232847182	03/17/2022	Critise Uniforms/Supplies	1111-1220-37-16330	39.00
T J Moore Lumber	529855	03/18/2022	BM Material	1111-1220-37-16330	18.27
ENI Money Investment LLC	96070	03/18/2022	BM Tire Rprs	1111-1220-37-16520	40.00
Department of Information R	22021544N	03/21/2022	BM Utilities	1111-1220-37-16503	6.22
Pro Auto Supply	540698	03/21/2022	BM Battery	1111-1220-37-16520	6.00
Pro Auto Supply	540698	03/21/2022	BM Battery	1111-1220-37-16520	280.46
Emule Roll	282942	03/22/2022	BM Tire Rprs	1111-1220-37-16520	25.00
T J Moore Lumber	540085	03/22/2022	BM Material	1111-1220-37-16330	13.98
Unifirst Corporation	8232847738	03/22/2022	Parks - Uniforms	1111-1220-37-16330	152.63
Unifirst Corporation	8232847744	03/22/2022	Co Agent - Uniforms/Supplies	1111-1220-37-16330	25.92
Russell True Value	482323	03/23/2022	BM Supplies	1111-1220-37-16330	7.99
Department 1220 - Parks & Building Maintenance Total:					56,107.50

Department 1221 - Sheriff

Nardis Inc	0226560 IN	12/13/2021	Sheriff - Uniforms	1111-1221-33-16560	267.50
LD Products Inc	SIP 013072023	02/01/2022	Sheriff - Toners	1111-1221-33-16600	79.95
LD Products Inc	SIP 013072023	02/01/2022	Sheriff - Toners	1111-1221-33-16600	71.96
LD Products Inc	SIP 013072023	02/01/2022	Sheriff - Toners	1111-1221-33-16600	71.96
LD Products Inc	SIP 013072023	02/01/2022	Sheriff - Toners	1111-1221-33-16600	71.96
Pico Propane Operating	06771253-1A-1	02/03/2022	Sheriff - Fuel	1111-1221-33-17061	192.00
Public Agency Training Council	260694	02/14/2022	Sheriff - Reg Fee	1720-1221-33-16000	700.00
Nardis Inc	0226081 IN	02/16/2022	Sheriff - Jacket	1111-1221-33-16560	110.49
T-Shirts Etc	2322	02/18/2022	Sheriff - T-Shirts	1804-1221-30-16000	360.00
T-Shirts Etc	2322	02/18/2022	Sheriff - T-Shirts	1804-1221-30-16000	570.00
Xerox	015657700	03/01/2022	Sheriff - Copier	1111-1221-33-16305	268.50
Xerox	015657701	03/01/2022	Sheriff - Copier	1111-1221-33-16305	281.13
Xerox	015657709	03/01/2022	Sheriff - Copier	1111-1221-33-16305	371.90
DialTone Services, L.P.	220593904	03/03/2022	Sheriff - Satellite Service	1111-1221-33-16010	261.40
De La Paz Cleaning and Rental	0086	03/08/2022	Sheriff - Supplies	1111-1221-33-16600	26.40
OS Waters of America Inc	11084708030822	03/08/2022	Sheriff - Water	1111-1221-33-16600	38.86
Carlos D. Vilarreal	1032	03/09/2022	Sheriff - Tire Rprs	1111-1221-33-17061	20.00
Home Depot Dept 32-254092	9614700	03/09/2022	Sheriff - Material	1111-1221-33-16600	112.32
Golden West Oil Company	32515768	03/10/2022	Sheriff - Oil	1111-1221-33-17061	901.27
Thompson Tire Center	0041030	03/11/2022	Sheriff - Tire Rprs	1111-1221-33-17061	12.00
Pico Propane Operating	067848311	03/11/2022	Sheriff - Fuel	1111-1221-33-17061	3,309.92
Pico Propane Operating	06784831	03/11/2022	Sheriff - Fuel	1111-1221-33-17061	957.95

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Covert Track Group inc	29108	03/11/2022	Sheriff - Subscription	1719-1221-33-16000	600.00
3B Car Washes LLC	02/28/2022	03/14/2022	Sheriff - Car Wash	1111-1221-33-17061	535.00
O'Reilly Auto Parts	0568-124223	03/14/2022	Sheriff - Parts	1111-1221-33-17061	183.76
Brown Automotive Center	335973	03/14/2022	Sheriff - AC Repairs	1111-1221-33-17061	19.12
Brown Automotive Center	335973	03/14/2022	Sheriff - AC Repairs	1111-1221-33-17061	195.04
Brown Automotive Center	335973	03/14/2022	Sheriff - AC Repairs	1111-1221-33-17061	246.00
Brown Automotive Center	335973	03/14/2022	Sheriff - AC Repairs	1111-1221-33-17061	4.60
Brown Automotive Center	335973	03/14/2022	Sheriff - AC Repairs	1111-1221-33-17061	690.00
The Goodyear Tire & Rubber	0000018529	03/15/2022	Sheriff - Tires	1111-1221-33-17061	543.20
The Goodyear Tire & Rubber	0000018529	03/15/2022	Sheriff - Tires	1111-1221-33-17061	109.99
The Goodyear Tire & Rubber	0000018529	03/15/2022	Sheriff - Tires	1111-1221-33-17061	18.00
The Goodyear Tire & Rubber	0000018529	03/15/2022	Sheriff - Tires	1111-1221-33-17061	100.00
The Goodyear Tire & Rubber	0000018540	03/15/2022	Sheriff - Alignment	1111-1221-33-17061	109.99
Russell True Value	482197	03/15/2022	Sheriff - Supplies	1111-1221-33-16600	5.98
Cadena Family Practice PLLC	CASVIC03152022	03/15/2022	Sheriff - Physical	1111-1221-33-16630	65.00
Amazon.com LLC	149C-KTHT-MJL1	03/16/2022	Sheriff - Cables/Switches	1111-1221-33-16010	195.99
Amazon.com LLC	149C-KTHT-MJL1	03/16/2022	Sheriff - Cables/Switches	1111-1221-33-16010	35.92
Home Depot Dept 32-254092	2615015	03/16/2022	Sheriff - Material	1111-1221-33-16600	57.76
Amistad Snack & Coffee Servi	6951	03/16/2022	Sheriff - Coffee	1111-1221-33-16600	192.00
O'Reilly Auto Parts	0568-125042	03/17/2022	Sheriff - Parts	1111-1221-33-17061	187.96
Home Depot Dept 32-254092	1510630	03/17/2022	Sheriff - Material	1111-1221-33-16600	80.65
Amazon.com LLC	1JRC-3Y6C-PIEQ	03/17/2022	Sheriff - Shipping Boxes	1804-1221-30-16000	34.99
Betty L Schroeder, Ph.D., P.C.	2022-03-16-VC	03/17/2022	Sheriff - Evaluation	1111-1221-33-16630	100.00
Advanced Auto Parts	6666207672393	03/17/2022	Sheriff - Parts	1111-1221-33-17061	188.14
Advanced Auto Parts	6666207672406	03/17/2022	Sheriff - Parts	1111-1221-33-17061	17.90
Capital One - N.A.	00735	03/18/2022	Sheriff - Refrigerator	1111-1221-33-16600	204.00
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	579.00
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	579.00
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	29.95
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	19.95
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	3.00
Fletcher Service Center	40197	03/18/2022	Sheriff - Cap Exp - Washer/Dr	1111-1221-33-16400	5.00
Fletcher Service Center	40198	03/18/2022	Sheriff - Cap Exp - Electric Ran	1111-1221-33-16400	29.95
Fletcher Service Center	40198	03/18/2022	Sheriff - Cap Exp - Electric Ran	1111-1221-33-16400	569.00
American Association of Nota	03/21/2022	03/21/2022	Sheriff - Notary	1111-1221-33-16600	96.90
Cannon Graphics	19505	03/21/2022	Sheriff - Receipts	1111-1221-33-16600	540.44
Carlos D. Valarrea	3001	03/21/2022	Sheriff - Mount/Balance	1111-1221-33-17061	20.00
Joe F. Martinez	04/10/22	04/10/2022	Sheriff - Meals	1111-1221-33-16200	138.00
Joe F. Martinez	04/13/2022	04/13/2022	Sheriff - Meals	1111-1221-33-16200	92.00
Department 1221 - Sheriff Total:					16,480.65

Department: 1223 - Other County Expenditures

Omar A. Fuentes	2021-0109-CR	10/14/2021	83rd - Felony - Fuentes	1111-1223-31-16780	200.00
Webb County Treasury	M E 21-1140	01/17/2022	Autopsy - Eaton	1111-1223-30-16760	1,700.00
David C. Cowan	3525CCU-5	02/09/2022	CCU - CPS - Cowan - C	1111-1223-31-16780	280.00
David C. Cowan	3822CCU-3	02/16/2022	CCU - CPS - Cowan - C	1111-1223-31-16780	380.00
Sunset Memorial Oaks Funera	2022-062	02/25/2022	Transport - Tomas	1111-1223-30-16760	500.00
Webb County Treasury	M E 21-1347	02/26/2022	Autopsy - Esquivel	1111-1223-30-16760	1,700.00
David C. Cowan	2020-0065-CCU-1	02/28/2022	CCU - CPS - Cowan - C	1111-1223-31-16780	592.00
Quill Corporation	23384928	02/28/2022	Inventory - Copy Paper	1111-1223-30-16510	1,475.00
Sunset Memorial Oaks Funera	2021-379	03/01/2022	Transport - Esquivel	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2021-382	03/01/2022	Transport - Hernandez	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2021-413	03/01/2022	Transport - Herrera	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2021-417	03/01/2022	Transport - Doe	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2021-433	03/01/2022	Transport - Church	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-009	03/01/2022	Transport - Reyna	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-013	03/01/2022	Transport - Chavarria	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-017	03/01/2022	Transport - Rubio	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-040	03/01/2022	Transport - Chavarria	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-065	03/01/2022	Transport - Richter	1111-1223-30-16760	500.00
Guadalupe R. Rodriguez	2020-0111-CR-1	03/02/2022	83rd - Felony - Rodriguez	1111-1223-31-16780	500.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Guadalupe R. Rodriguez	2020-0147-CR	03/02/2022	83rd - Felony - Rodriguez	1111-1223-31-16780	200.00
Jackson L. Lindsey	2021-0067-CR	03/02/2022	63rd - Felony - Lindsey	1111-1223-31-16780	200.00
Gary A. Villarreal	2021-0096-CR	03/02/2022	63rd - Felony - Villarreal	1111-1223-31-16780	750.00
Jackson L. Lindsey	2021-0119-CR	03/02/2022	63rd - Felony - Saenz	1111-1223-31-16780	750.00
Gary A. Villarreal	2021-0120-CR	03/02/2022	63rd - Felony - Villarreal	1111-1223-31-16780	200.00
Jackson L. Lindsey	2021-0123-CR	03/02/2022	83rd - Felony - Lindsey	1111-1223-31-16780	750.00
Ortiz & Ortiz, PC	2021-0189-CR	03/02/2022	83rd - Felony - Ortiz	1111-1223-31-16780	200.00
Sunset Memorial Oaks Funera	2022-066	03/02/2022	Transport - Zamora	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-072	03/07/2022	Transport - Jaime	1111-1223-30-16760	500.00
Sunset Memorial Oaks Funera	2022-073	03/07/2022	Transport - Casares	1111-1223-30-16760	500.00
Amazon.com LLC	1PAC0YQRH-GHET	03/08/2022	Comp Maint - Port Display	1111-1223-30-16-114	56.60
Law Office of Gregory D. Torres	2021-0180-CR	03/10/2022	63rd - Felony - Torres	1111-1223-31-16780	750.00
Leana Sue Baggett Talbott	1201	03/11/2022	83rd - Expert Witness	1111-1223-31-16780	1,200.00
Ortiz & Ortiz, PC	2021-0164-CR	03/11/2022	63rd - Felony - Ortiz	1111-1223-31-16780	600.00
Val Verde County Appraisal D	2022-02	03/11/2022	2nd Qtr Allocation FY 21/22	1111-1223-30-16730	86,717.46
Guadalupe R. Rodriguez	16-063-CR-1	03/15/2022	CCU - Misd - Rodriguez	1111-1223-31-16780	100.00
Guadalupe R. Rodriguez	21-101-CR	03/15/2022	CCU - Misd - Rodriguez	1111-1223-31-16780	200.00
GCS Technologies Inc	CW75787	03/15/2022	Comp Maint - Billable Svcs	1111-1223-30-16-114	625.00
Guadalupe R. Rodriguez	2021-0186-CR	03/21/2022	63rd - Felony - Rodriguez	1111-1223-31-16780	650.00
Abner Martinez	04-01/2022	04/01/2022	Surveyor - April Rent	1111-1223-30-16710	100.00
63RD/83RD Judicial District	04-01/2022	04/01/2022	3rd Qtr Allocation FY 21/22	1111-1223-33-16810	75,000.00
63RD Judicial District Adult	04-01/2022	04/01/2022	4rd Qtr Allocation FY 21/22	1111-1223-33-16840	12,500.00
Val Verde County Welfare Bur	04-01/2022	04/01/2022	April Allocation	1111-1223-35-16670	95.00
63RD/83RD Judicial District	04-01/2022-1	04/01/2022	3rd Qtr Allocation FY 21/22	1111-1223-33-16810	8,250.00
Department 1223 - Other County Expenditures Total:					203,721.06

Department: 1224 - Road & Bridge

Xerox	015779576	03/04/2022	Comm Offc - Copier	1222-1224-34-16010	101.92
Capital One - NA	09554	03/14/2022	Comm Offc - Supplies	1222-1224-34-16000	26.28
Skyline Embroidery	7017	03/18/2022	Comm Offc - Shirts	1222-1224-34-16000	135.00
Skyline Embroidery	7017	03/18/2022	Comm Offc - Shirts	1222-1224-34-16000	23.00
Skyline Embroidery	7017	03/18/2022	Comm Offc - Shirts	1222-1224-34-16000	21.00
Department 1224 - Road & Bridge Total:					307.20

Department: 1225 - Road & Bridge Precinct 1

Val Verde County Tax A/C - Aut	8306BYV5772X	02/11/2022	Pct 1 - Inspection	1222-1225-34-17000	7.50
Thompson Tire Center	0041016	03/09/2022	Pct 1 - Tire Mount	1222-1225-34-17000	40.00
F J Moore Lumber	529159	03/09/2022	Pct 1 - Material	1222-1225-34-17000	48.26
O'Reilly Auto Parts	0568-124981	03/10/2022	Pct 1 - Parts	1222-1225-34-17000	83.94
O'Reilly Auto Parts	0568-124059	03/14/2022	Pct 1 - Parts	1222-1225-34-17000	98.49
O'Reilly Auto Parts	0568-124107	03/14/2022	Pct 1 - Parts	1222-1225-34-17000	121.97
Val Verde Wool & Mohair	29147	03/14/2022	Pct 1 - Supplies	1222-1225-34-17000	229.71
Val Verde Wool & Mohair	29148	03/14/2022	Pct 1 - Supplies	1222-1225-34-17000	38.69
Tractor Supply Co Dept - 30-12	165461	03/16/2022	Pct 1 - Supplies	1222-1225-34-17000	7.49
Carlos Liguera Bar	03/17/2022	03/17/2022	Pct 1 - Meals	1222-1225-34-16200	28.00
Daniel Chavez	03/17/2022	03/17/2022	Pct 1 - Meals	1222-1225-34-16200	28.00
Tractor Supply Co Dept - 30-12	165603	03/17/2022	Pct 1 - Supplies	1222-1225-34-17000	19.09
Pro Auto Supply	540334	03/17/2022	Pct 1 - Parts	1222-1225-34-17000	239.36
Del Rio Welders Equip	0689292	03/17/2022	Pct 1 - Supplies	1222-1225-34-17000	215.85
Val Verde County Tax A/C - Aut	2513VBWSW5730	03/21/2022	Pct 1 - Inspection	1222-1225-34-17000	7.50
Pro Auto Supply	540627	03/21/2022	Pct 1 - Parts	1222-1225-34-17000	224.12
Tractor Supply Co Dept - 30-12	630195	03/21/2022	Pct 1 - Supplies	1222-1225-34-17000	92.38
Villarreal Express Lube	7331	03/21/2022	Pct 1 - Inspection	1222-1225-34-17000	7.00
Villarreal Express Lube	7334	03/21/2022	Pct 1 - Inspection	1222-1225-34-17000	7.00
Val Verde County Tax A/C - Aut	83MEBZDSYRBG3U	03/21/2022	Pct 1 - Inspection	1222-1225-34-17000	7.50
Russell Tire Value	582399	03/22/2022	Pct 1 - Supplies	1222-1225-34-17000	6.96
Department 1225 - Road & Bridge Precinct 1 Total:					1,558.81

Department: 1226 - Road & Bridge Precinct 2

Tellus Equipment Solutions - LLC	033342	12/06/2021	Pct 2 - Filters	1222-1226-34-17000	158.01
Tellus Equipment Solutions - LLC	033342	12/06/2021	Pct 2 - Filters	1222-1226-34-17000	72.25
Newman Traffic Signs	TRFNNV037361	02/09/2022	Pct 2 - Brackets	1222-1226-34-17000	422.57

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DialOne Services, L P	220594038	03/03/2022	Pct 2 Satellite Service	1222-1226-34-17000	130.70
Villarreal's Express Lube	7371	03/09/2022	Pct 2 Oil Change	1222-1226-34-17000	115.95
Villarreal's Express Lube	7372	03/09/2022	Pct 2 Oil Change	1222-1226-34-17000	92.95
O'Reilly Auto Parts	0568-122985	03/10/2022	Pct 2 Parts	1222-1226-34-17000	38.98
Del Rio Welders Equip	0689102	03/10/2022	Pct 2 Supplies	1222-1226-34-17000	37.75
Wilson & Wilson Management	19552	03/14/2022	Pct 2 Dumpster	1222-1226-34-17000	500.00
Baker Ranch Outdoor Power E	22398	03/14/2022	Pct 2 Pump Rprs	1222-1226-34-17000	106.10
Baker Ranch Outdoor Power E	22399	03/14/2022	Pct 2 Pump Rprs	1222-1226-34-17000	167.93
Unifirst Corporation	8232846659	03/14/2022	Pct 2 Uniforms/Supplies	1222-1226-34-17000	50.10
O'Reilly Auto Parts	0568-124711	03/16/2022	Pct 2 Parts	1222-1226-34-17000	58.94
Home Depot Dept 32-254092	2010711	03/16/2022	Pct 2 Material	1222-1226-34-17000	55.44
City of Del Rio	371079	03/18/2022	Pct 2 Landfill	1222-1226-34-17000	26.10
Pro Auto Supply	540635	03/21/2022	Pct 2 Parts	1222-1226-34-17000	75.49
Unifirst Corporation	8232847562	03/21/2022	Pct 2 Uniforms/Supplies	1222-1226-34-17000	50.10
Uvalco Supply Co	2203-605672	03/22/2022	Pct 2 Culvert Pipe	1222-1226-34-17000	502.58
Uvalco Supply Co	2203-605672	03/22/2022	Pct 2 Culvert Pipe	1222-1226-34-17000	2,977.45
Uvalco Supply Co	2203-605672	03/22/2022	Pct 2 Culvert Pipe	1222-1226-34-17000	287.34
Russell True Value	482413	03/22/2022	Pct 2 Supplies	1222-1226-34-17000	17.38
Russell True Value	482421	03/23/2022	Pct 2 Supplies	1222-1226-34-17000	40.06
Department 1226 - Road & Bridge Precinct 2 Total:					5,984.17

Department: 1227 - Road & Bridge Precinct 3

DialOne Services, L P	220593995	03/03/2022	Pct 3 Satellite Service	1222-1227-34-17000	130.70
Pico Propane Operating	067833861	03/09/2022	Pct 3 Fuel	1222-1227-34-17000	2,628.00
Pico Propane Operating	067833861	03/09/2022	Pct 3 Fuel	1222-1227-34-17000	10,169.05
Pro Auto Supply	539717	03/10/2022	Pct 3 Parts	1222-1227-34-17000	3.84
Eric Nails	03/14/2022	03/14/2022	Pct 3 Meals	1222-1227-34-16200	28.00
Jesus Morales	03/14/2022	03/14/2022	Pct 3 Meals	1222-1227-34-16200	28.00
Del Rio Grill Guard	6882	03/15/2022	Pct 3 Hitch	1222-1227-34-17000	1,750.00
Unifirst Corporation	8232846845	03/15/2022	Pct 3 Uniforms/Supplies	1222-1227-34-17000	53.28
O'Reilly Auto Parts	0568-124757	03/16/2022	Pct 3 Parts	1222-1227-34-17000	39.98
O'Reilly Auto Parts	0568-124901	03/16/2022	Pct 3 Parts	1222-1227-34-17000	6.99
O'Reilly Auto Parts	0568-124902	03/16/2022	Pct 3 Credit Memo	1222-1227-34-17000	7.99
Department 1227 - Road & Bridge Precinct 3 Total:					14,829.85

Department: 1228 - Road & Bridge Precinct 4

Newman Traffic Signs	TRF-NV036852	01/12/2022	Pct 4 Signs	1222-1228-34-17000	276.24
Newman Traffic Signs	TRF-NV036852	01/12/2022	Pct 4 Signs	1222-1228-34-17000	387.76
Newman Traffic Signs	TRF-NV036852	01/12/2022	Pct 4 Signs	1222-1228-34-17000	833.84
Unifirst Corporation	8232843536	02/17/2022	Pct 4 Uniforms/Supplies	1222-1228-34-17000	58.78
City of Del Rio	368940	02/28/2022	Pct 4 Landfill	1222-1228-34-17000	79.20
American Electric Power	211-213587721	03/08/2022	Pct 4 Street Lights	1222-1228-34-17000	1,663.14
American Electric Power	211-213587739	03/08/2022	Pct 4 Street Lights	1222-1228-34-17000	11,251.45
Unifirst Corporation	8232846281	03/10/2022	Pct 4 Uniforms/Supplies	1222-1228-34-17000	52.18
Cristo J. Arriola	1760	03/14/2022	Pct 4 Dismount/Mount	1222-1228-34-17000	170.00
Tractor Supply Co Dept 30-12	638062	03/14/2022	Pct 4 Supplies	1222-1228-34-17000	219.96
Salvador Espinoza	3/15/2022	03/15/2022	Pct 4 Meals	1222-1228-34-16200	28.00
Unifirst Corporation	8232847183	03/17/2022	Pct 4 Uniforms/Supplies	1222-1228-34-17000	52.18
Salvador Espinoza	3/18/2022	03/18/2022	Pct 4 Meals	1222-1228-34-16200	28.00
Russell True Value	482305	03/18/2022	Pct 4 Supplies	1222-1228-34-17000	253.89
Tractor Supply Co Dept 30-12	638724	03/18/2022	Pct 4 Supplies	1222-1228-34-17000	33.99
FNL Money Investment LLC	96063	03/18/2022	Pct 4 Tire Rprs	1222-1228-34-17000	22.50
O'Reilly Auto Parts	0568-126328	03/21/2022	Pct 4 Parts	1222-1228-34-17000	115.98
City of Del Rio	371295	03/21/2022	Pct 4 Landfill	1222-1228-34-17000	229.50
Pro Auto Supply	540689	03/21/2022	Pct 4 Parts	1222-1228-34-17000	164.52
Department 1228 - Road & Bridge Precinct 4 Total:					15,921.11

Department: 1230 - 83rd District Court

LD Products, Inc	SIP-013072217	02/01/2022	83rd Ink Pods	1111-1230-31-16000	49.99
LD Products, Inc	SIP-013072217	02/01/2022	83rd Ink Pods	1111-1230-31-16000	49.99
Quik Corporation	23186535	02/18/2022	83rd Office	1111-1230-31-16000	12.57
Quik Corporation	23186535	02/18/2022	83rd Office	1111-1230-31-16000	12.57

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Quill Corporation	23208042	02/15/2022	83rd - Office	1111-1230-31-16000	15.55
Xerox	015779574	03/04/2022	83rd - Prints	1111-1230-31-16000	24.09
Xerox	015779574	03/04/2022	83rd - Copier	1111-1230-31-16415	183.84
DS Waters of America, Inc.	11089708030822	03/05/2022	83rd - Water	1111-1230-31-16000	23.91
Department 1230 - 83rd District Court Total:					372.51
Department: 1231 - Risk Management					
Arc-Rite Welding	102795	03/08/2022	RM - Cap Exp - Grill Guard	1111-1231-30-16450	737.67
DS Waters of America, Inc.	11089708030822	03/08/2022	RM - Water	1111-1231-30-16000	1.62
Anwar's Auto Sale	366757	03/10/2022	RM - Truck Rprs	1111-1231-30-17061	95.00
Joanna M. Montemayor	04/06/2022	04/06/2022	RM - Meals/Mileage	1111-1231-30-16200	319.05
Joanna M. Montemayor	04/06/2022	04/06/2022	RM - Meals/Mileage	1111-1231-30-16200	138.00
Department 1231 - Risk Management Total:					1,291.34
Department: 1232 - General Fund Revenue					
Linebarger Goggan Blair & So	12/31-2021-3	02/25/2022	JP 3 - Collection Fees	1111-1232-06-14120	449.00
Department 1232 - General Fund Revenue Total:					449.00
Department: 1236 - Constable 4					
Texas Justice Court Training C	61680	03/03/2022	Const 4 - Reg Fee	1111-1236-33-16200	150.00
Texas Justice Court Training C	61680	03/03/2022	Const 4 - Reg Fee	1111-1236-33-16200	165.00
Department 1236 - Constable 4 Total:					315.00
Department: 1247 - Community Center					
DS Waters of America, Inc.	11089708030822	03/08/2022	Comm Cntr - Water	1111-1247-37-16000	3.23
Department 1247 - Community Center Total:					3.23
Department: 1248 - Human Resources					
Oriental Trading Company	715346972-01	03/01/2022	HR - Supplies	1111-1248-30-16000	122.97
Oriental Trading Company	715346972-02	03/03/2022	HR - Supplies	1111-1248-30-16000	29.99
Oriental Trading Company	715346972-02	03/03/2022	HR - Supplies	1111-1248-30-16000	17.99
Oriental Trading Company	715346972-02	03/03/2022	HR - Supplies	1111-1248-30-16000	14.99
Oriental Trading Company	715346972-02	03/03/2022	HR - Supplies	1111-1248-30-16000	7.88
Oriental Trading Company	715346972-02	03/03/2022	HR - Supplies	1111-1248-30-16000	54.99
DS Waters of America, Inc.	11089708030822	03/08/2022	HR - Water	1111-1248-30-16000	1.61
Capital One NA	03430	03/17/2022	HR - Supplies	1811-1248-30-26185	120.46
Juanita Barrera	04/06/2022	04/06/2022	HR - Meals/Mileage	1111-1248-30-16200	291.33
Juanita Barrera	04/06/2022	04/06/2022	HR - Meals/Mileage	1111-1248-30-16200	138.00
Alexa Castillo	04/06/2022	04/06/2022	HR - Meals	1111-1248-30-16200	138.00
Department 1248 - Human Resources Total:					938.21
Department: 1250 - District Attorney					
FDCAA	200813	02/22/2022	DA - Reg Fee	1111-1250-31-16201	350.00
Southern Computer Warehouse	INV00727972	02/24/2022	DA - Toner	1111-1250-31-16001	201.04
Dixie Flag Company	0012510-IN	02/28/2022	DA - Spinning Pole	1111-1250-31-16001	44.87
One Star Copiers	145291	03/04/2022	DA - Copier	1111-1250-31-16001	214.17
DS Waters of America, Inc.	11089708030822	03/08/2022	DA - Water	1111-1250-31-16001	16.19
Marco's Autoelectric	685605	03/09/2022	DA - Wash/Oil Change/Rprs	1111-1250-31-16401	290.00
Jessica Shawver-Savino	04/10/2022	04/10/2022	DA - Meals/Mileage	1111-1250-31-16201	572.44
Department 1250 - District Attorney Total:					1,688.71
Department: 1300 - Non-Departmental Expense					
Texas Justice Court Judges Ass	20673	01/27/2022	JP 2 - Dues	1111-1300-30-16440	75.00
County Judges & Commission	02/25/2022	02/25/2022	Co Judge - Dues	1111-1300-30-16440	1,800.00
Zesch & Pickett Administrator	2022-2	03/17/2022	Admin Fee	1111-1300-30-16430	535.50
Texas Association of Counties	255112022M	03/21/2022	Insurance	1111-1300-30-17265	167,964.63
Department 1300 - Non-Departmental Expense Total					170,375.13
Department: 1400 - Capital Expenditures					
Enterprise Fleet Management	-8N4407848	03/03/2022	Sheriff - Cap Exp - Fleet Lease	1111-1400-40-16009	23,370.34
Department 1400 - Capital Expenditures Total					23,370.34
Department: 3900 - Court Costs					
Val Verde County Court House	02/28/2022-1	02/28/2022	JP 1 - Crthse Sec Fees	3999-3900-00-16000	51.28
Val Verde County	02/28/2022-1	02/28/2022	JP 1 - County Fees	3999-3900-00-16000	9,026.79
Val Verde County Court House	02/28/2022-1	02/28/2022	JP 1 - Security Fees	3999-3900-00-16000	161.18

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Val Verde County Special Reve	02/28/2022-1	02/28/2022	JP 1 - Tech Fund	3999-3900-00-16000	178.58
Val Verde County Special Reve	02/28/2022-2	02/28/2022	JP 2 - Tech Fund	3999-3900-00-16000	205.20
Val Verde County Court House	02/28/2022-2	02/28/2022	JP 1 - Crthse Sec Fees	3999-3900-00-16000	161.08
Aurelio Laing Jr	02/28/2022-2	02/28/2022	JP 2 - Restitution	3999-3900-00-16000	470.52
Val Verde County	02/28/2022-2	02/28/2022	JP 2 - County Fees	3999-3900-00-16000	7,389.28
Val Verde County Court House	02/28/2022-2	02/28/2022	JP 1 - Security Fees	3999-3900-00-16000	68.38
Val Verde County	02/28/2022-3	02/28/2022	JP 3 - County Fees	3999-3900-00-16000	4,663.68
Val Verde County Court House	02/28/2022-3	02/28/2022	JP 3 - Crthse Sec Fees	3999-3900-00-16000	4.13
Val Verde County Special Reve	02/28/2022-3	02/28/2022	JP 3 - Tech Fund	3999-3900-00-16000	16.55
Val Verde County Court House	02/28/2022-3	02/28/2022	JP 3 - Security Fees	3999-3900-00-16000	6.41
Val Verde County Special Reve	02/28/2022-4	02/28/2022	JP 4 - Tech Fund	3999-3900-00-16000	89.60
Val Verde County Court House	02/28/2022-4	02/28/2022	JP 4 - Security Fees	3999-3900-00-16000	79.65
Val Verde County Court House	02/28/2022-4	02/28/2022	JP 4 - Crthse Sec Fees	3999-3900-00-16000	27.28
Val Verde County	02/28/2022-4	02/28/2022	JP 4 - County Fees	3999-3900-00-16000	4,917.12
Alex Jordan Fox	03/21/2022	02/28/2022	JP 1 - Refund	3999-3900-00-16000	24.00
Val Verde County Child Welfare	03/14/2022	03/14/2022	Jury Donation	3555-3900-00-16000	288.00
Val Verde County	03/14/2022	03/14/2022	Jury Donation	3555-3900-00-16000	54.00
Department 3900 - Court Costs Total:					27,882.71
Department: 4444 - 4444					
New York Life Insurance Co	03/01/2022	03/01/2022	Insurance	1444-4444-31-12070	1,333.41
Washington National Ins Co	02/20/22	03/02/2022	Insurance	1444-4444-31-12070	6,084.59
Texas County & District Retire	03/08/2022	03/04/2022	Retirement (County)	1444-4444-30-12130	87,515.15
Eutopia PPA LLC	03/08/2022	03/08/2022	Insurance	1444-4444-31-12070	2,431.00
Texas County & District Retire	03/08/2022	03/18/2022	Retirement (County)	1444-4444-30-12130	88,240.30
Texas Association of Counties	03/21/2022	03/21/2022	Insurance	1444-4444-31-12070	20,278.42
National Family Care Life Ins	04/01/2022	04/01/2022	Insurance	1444-4444-31-12070	274.25
Wicac Life Insurance Company	04/01/2022	04/01/2022	Insurance	1444-4444-31-12070	26.00
Department 4444 - 4444 Total:					206,183.12
Grand Total:					854,427.99

Fund Summary

Fund	Expense Amount
1111 - General Fund	488,387.83
1222 - Balance Road & Bridge	38,601.14
1444 - Payroll Clearing County	206,183.12
1705 - Pre-Trial County Attorney	2,532.23
1709 - Management & Preservation - County Clerk	884.80
1719 - DOJ Forfeiture - Sheriff	600.00
1720 - JFOSE - Sheriff	700.00
1732 - DWI Program Fund	2,518.55
1734 - HOT Fund	5,000.00
1804 - Reserves Fund - Sheriff	964.99
1811 - Employee Wellness	120.46
1812 - County Projects	342.90
1814 - ARPA (SLFRF)	38,036.96
2666 - Grants	41,672.20
3555 - District Clerk Court Costs	342.00
3999 - JP 1 & 4 Court Costs	27,540.71
Grand Total	854,427.99

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office S	237.99
1111-1200-30-16420	County Judge - Copier E	1,825.70
1111-1200-30-16425	County Judge - Copier E	36.14
1111-1201-30-16000	County Clerk - Office Sup	1,497.86
1111-1201-30-16305	County Clerk - Copier E	569.14
1111-1203-30-16000	Veteran's Office - Office	3.50
1111-1203-30-76370	Veterans Office - Maint	337.50
1111-1204-31-16000	3rd District Court - Off	345.16
1111-1204-31-16475	3rd District Court - Cop	181.55
1111-1205-31-16000	District Clerk - Office Sup	27.16
1111-1206-31-16000	Justice of the Peace #1	166.37
1111-1207-31-16000	Justice of the Peace #2	22.67
1111-1208-31-16000	Justice of the Peace #3	289.84
1111-1210-31-16000	Court At Law - Office S	3.24
1111-1211-31-16000	County Attorney - Office	442.44
1111-1212-30-16000	County Auditor - Office S	368.03
1111-1212-30-16200	County Auditor - Travel	395.00
1111-1212-30-16415	County Auditor - Copier	191.78
1111-1213-30-16000	County Treasurer - Off	9.71
1111-1214-30-16000	Tax Assessor Collector	2,340.58
1111-1214-30-16415	Tax Assessor Collector	231.84
1111-1216-30-16000	Purchasing Department	115.00
1111-1216-30-16200	Purchasing Department	325.00
1111-1217-30-16000	County Agent - Office S	164.62
1111-1217-30-16202	County Agent - Travel	14.50
1111-1217-30-16205	County Agent - Equipm	9.45
1111-1218-36-16000	County Library - Office S	186.95
1111-1218-36-16415	County Library - Copier E	451.55
1111-1218-36-16421	County Library - Copier	32.44
1111-1218-36-16680	County Library - Books	1,058.64
1111-1219-33-16000	Rural Fire & EMS - Off	3,779.20
1111-1220-37-16000	Parks and Building Maint	162.58
1111-1220-37-16201	Parks and Building Maint	8,757.46
1111-1220-37-16311	Parks and Building Maint	192.99
1111-1220-37-16330	Parks and Building Maint	2,968.74
1111-1220-37-16503	Parks and Building Maint	43,609.84
1111-1220-37-16520	Parks and Building Maint	415.81

Account Summary

Account Number	Account Name	Expense Amount
1111-1221-33-16010	Sheriff's Department - C	493.31
1111-1221-33-16200	Sheriff's Department - C	230.00
1111-1221-33-16305	Sheriff's Department - C	921.53
1111-1221-33-16400	Sheriff's Department - C	1,814.85
1111-1221-33-16560	Sheriff's Department - C	377.99
1111-1221-33-16600	Sheriff's Department - C	1,651.14
1111-1221-33-16630	Sheriff's Department - C	165.00
1111-1221-33-17061	Sheriff's Department - A	8,561.84
1111-1223-30-16414	Other - Computer Maint	681.60
1111-1223-30-16510	Other - Inventory	1,475.00
1111-1223-30-16710	Other - Surveyor Rent	100.00
1111-1223-30-16730	Other - Appraisal Offices	86,717.46
1111-1223-30-16760	Other - Autopsy and Me	10,400.00
1111-1223-31-16780	Other - Attorney's Other	8,502.00
1111-1223-33-16810	Other - Juvenile Detenti	83,250.00
1111-1223-33-16840	Other - Adult Probation	12,500.00
1111-1223-35-16670	Other - County Welfare	95.00
1111-1230-31-16000	83rd District Court - Offi	188.67
1111-1230-31-16415	83rd District Court - Cap	183.84
1111-1231-30-16000	Risk Management - Offic	1.62
1111-1231-30-16200	Risk Management - Trav	457.05
1111-1231-30-16450	Risk Management - Cap	737.67
1111-1231-30-17061	Risk Management - Auto	95.00
1111-1232-06-14120	Justice of the Peace #3	449.00
1111-1236-33-16200	Constable Pct. #4 - Trav	315.00
1111-1247-37-16000	Community Center - Offi	3.23
1111-1248-30-16000	Human Resources - Offic	250.42
1111-1248-30-16200	Human Resources - Trav	567.33
1111-1250-31-16001	District Attorney - Offic	476.27
1111-1250-31-16701	District Attorney - Trav	922.44
1111-1250-31-16401	District Attorney - Ven	290.00
1111-1300-30-16430	Non-Departmental - Cal	535.50
1111-1400-30-16440	Non-Departmental - Me	1,875.00
1111-1300-30-17265	Non-Departmental - Int	167,964.63
1111-1400-40-16009	Capital Expenditures	23,370.34
1222-1224-34-16000	Road and Bridge Office S	205.28
1222-1224-34-16010	Road and Bridge - Copie	101.97
1222-1225-34-16200	Road and Bridge Pct. #1	56.00
1222-1225-34-17000	Road and Bridge Pct. #1	1,502.81
1222-1226-34-17000	Road and Bridge Pct. #2	5,984.17
1222-1227-34-16200	Road and Bridge Pct. #3	56.00
1222-1227-34-17000	Road and Bridge Pct. #3	14,773.85
1222-1228-34-16200	Road and Bridge Pct. #4	56.00
1222-1228-34-17000	Road and Bridge Pct. #4	15,865.11
1444-4444-30-12130	A/P Retirement	175,755.45
1444-4444-31-12070	A/P Insurance	30,427.67
1706-1211-31-16000	Pre-Trial County Attorne	2,532.23
1709-1201-30-16480	County Clerk Recs Mng	884.90
1719-1221-33-16000	DOT Forfeiture - Sheriff	600.00
1720-1221-33-16000	LLOSI - Sheriff - Travel	700.00
1732-1210-31-16000	DWI Program Fund - Exp	2,518.55
1734-1111-36-16000	DOT Fund - Expenses	5,000.00
1804-1221-30-16000	Reserves Fund - Sheriff	964.99
1811-1248-30-26185	Employee Wellness - Exp	120.46
1812-0001-30-18111	Site 11.1 - Fairgrounds	342.90
1814-1111-34-16000	ARPA (SLFRF) - Public H	35,000.00
1814-1111-34-16520	ARPA (SLFRF) - Pct 3 Par	3,036.96
2556-1012-34-26090	FCDBG #7219085 - Wate	33,015.50

Account Summary

Account Number	Account Name	Expense Amount
2666-1041-30-26020	Election Expense HAVA	696.84
2666-1094-31-26170	DWI #3527804 - Contract	7,671.54
2666-1098-31-26360	Border Prosecution Unit	288.32
3555-3900-00-16000	District Clerk Court Costs	342.00
3999-3900-00-16000	JP #1-4 Court Costs	27,540.71
	Grand Total	854,427.99

Project Account Summary

Project Account Key	Expense Amount
None	854,427.99
Grand Total:	854,427.99

#14

AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF DEL RIO AND THE COUNTY OF VAL VERDE FOR MASS NOTIFICATION SYSTEM

WHEREAS, §791.011 of the Texas Government Code provides that a local government may contract with another local government to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the City of Del Rio, a municipality, (the “City”) and Val Verde County, a political subdivision of the State of Texas, (the “County”) are responsible for alerting the citizens in their jurisdictions about real or potential emergencies; and

WHEREAS, the purpose of this Interlocal Agreement is to provide an understanding of the roles and responsibilities of each entity regarding agreement for mass notification annual contract; and

WHEREAS, the Council of the City of Del Rio and the Commissioners Court of Val Verde County hereby find and determine that this Interlocal Agreement is beneficial to its constituents and serves a public purpose to the extent that it is a proper use of public funds.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN VAL VERDE COUNTY COMMISSIONERS COURT AND THE DEL RIO CITY COUNCIL THAT:

1. Both the County and the City desire state of the art capabilities to provide warnings and community alerts to their residents.
2. Both entities sharing, and contributing to the funding of, a single mass notification system (Konexus, Inc formerly AlertSense) has been mutually beneficial, producing both more effective results and cost savings to each.
3. The annual cost for Konexus, Inc mass notification services for all residents living within Val Verde County is \$11,853.00. Paid as \$8,883.00 by City and \$2,970.00 by County.
4. This agreement serves as an update on the totals paid by the City and the County;
 - a. The cost to the City will increase from \$8,000 to \$8,883.
 - b. The cost of the County has increased from \$2,770 to \$2,970
5. This agreement will allow the County to obtain Konexus, Inc (formerly AlertSense) mass notification system:
 - a. The County will continue to fund a mass notification system which will cover residents of the county not living within the city limits of the City of Del Rio.
 - b. The County will continue to have access to utilize the system.
 - c. The City’s contribution will fund majority of amount for the service allowing the County to fund a nominal amount for full usage of the system.
6. The Emergency Management Coordinators will be responsible for developing protocols for the usage of the system and for ensuring both the City and the County can fully utilize the system.

7. This agreement will be renewed annually unless;
 - a. There is an increase to the total annual cost (any amount above \$11,853.00) for the service; or
 - b. either the County or the City submit requested changes or termination of the agreement NO LATER THAN 60 days prior to the end date of the contract (February 28, 2023 – 60 days = December 31, 2022)
 - c. Any increase will cause this MOA to have to be renewed with the new prices included.
8. The AlertSense funding commitment for the year beginning February 28, 2022 and ending on February 28, 2023 will be: City of Del Rio (\$8,883 and Val Verde County (\$2,970.00).
 - a. Each Party represents and covenants that their respective financial obligations hereunder shall constitute operating expenses of such Party shall be paid out of the then current fiscal year funds.
9. **IMMUNITY:**

Nothing in this Agreement, or any other attachment, shall be construed to affect, alter, or modify the immunity of either Party under Texas Civil Practice and Remedies Code. Neither the City nor the County waives or relinquishes any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the functions or obligations hereunder. Both Parties agree that the services provided hereunder are exclusively governmental functions.
10. **NOTICES:**

To City: Any notice to change or terminate to be given to the County hereunder must be in writing and may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to:
Val Verde County Judge Lewis G. Owens, Jr.
400 Pecan Street, 2nd floor
Del Rio, Texas 78840

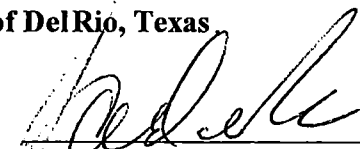
To County: Any notice permitted or required to be given to the City hereunder must be in writing and may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to:
City of Del Rio: Mayor Bruno Lozano
109 West Broadway Street
Del Rio, Texas 78840
11. **Third Parties.**

This Agreement does not create any third-party beneficiaries. Nothing in this Agreement shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the City or County unless such a basis exists independent of this Agreement under State or Federal law.

SIGNED on this 29th day of March 2022 by authority of Val Verde
County Commissioners Court Order # _____ and Del Rio City Ordinance _____.

City of Del Rio, Texas

By:

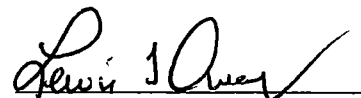

FOR **HON. BRUNO J. LOZANO**
City of Del Rio Mayor

ATTESTED TO BY:


MARIA C. ACOSTA
City of Del Rio Secretary

Val Verde County, Texas

By:


HON. LEWIS G. OWENS, JR.
Val Verde County Judge


GENEROSA "JANIE" RAMON
Val Verde County Clerk





Document B101™ – 2017

#24

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-ninth day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Val Verde County
400 Pecan Street
Del Rio, Texas 78840

and the Architect:
(Name, legal status, address and other information)

Davis Powell Architecture
1152 Ferry Street Suite B
Eagle Pass, TX 78852

for the following Project:
(Name, location and detailed description)

Val Verde County Target Range Facility

Northwest Corner of State Loop 79 and Laughlin Blvd
Del Rio, TX 78840

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program will be developed as part of Scope of Work

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will include infrastructure to 200 acre site, fencing around shoot area, parking pad, new indoor 9800 s.f. shooting range, 3 skeet shooting, and 2 trap shooting ranges...

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$2,200,000.00

(Paragraphs Deleted)

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§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

(Paragraphs Deleted)

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Honorable Lewis G. Owens, Jr.
Val Verde County Judge
400 Pecan Street
Del Rio, TX 78840

(Paragraphs Deleted)

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| § 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

| Davis Powell
1152 Ferry Street Suite B
Eagle Pass, TX 78852

| § 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

| § 1.1.11.1 Consultants retained under Basic Services:

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- .1 Registered Accessibility Specialist
- .2 Mechanical, Electrical, Plumbing Engineer
- .3 Geotechnical Engineer
- .4 Surveyor for area of development only
- .5 Civil Engineer
- .6 Structural Engineer

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(Paragraph Deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One hundred thousand (\$ 100,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

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The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

| (Paragraph Deleted)

Not Applicable

| (Paragraphs Deleted)

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

(Paragraphs Deleted)

Not Applicable

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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| (Paragraphs Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

One hundred and ten thousand dollars (\$110,000.00)

(Paragraph Deleted)

(Paragraph Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Ten	percent (	10	%)
ConstructionPhase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Paragraphs Deleted)

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

(Paragraph Deleted)

Not Applicable

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

six % 6%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

(Paragraph Deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not
Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

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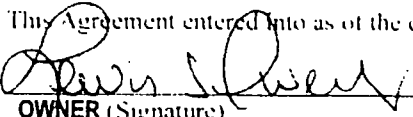
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- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal and Scope of Services dated March 21, 2022

This Agreement entered into as of the day and year first written above:



OWNER (Signature)

Honorable George C. Owens, Jr.
Val Verde County Judge

(Printed name and title)



ARCHITECT (Signature)

Davis Powell, Architect

(Printed name, title, and license number, if required)

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RESOLUTION

Regarding Continued Sanctity of Pristine River Segments within Val Verde County, Texas

WHEREAS, Val Verde County contains portions of the Devils River (segment 2309), Lower Pecos River (segment 2310), and San Felipe Creek (segment 2313); and

WHEREAS, The pristine streams within Val Verde County support the region's visitor and recreation-based economy. They are the life-blood of our region; and

WHEREAS, These streams are clear and pristine because they carry little or no nutrients, such as phosphorous; and

WHEREAS, Even the best treated domestic wastewater direct discharge carries levels of nutrients, including phosphorus, that far exceed the natural levels found in these streams; and

WHEREAS, The addition of nutrients, like phosphorus, to these pristine streams will degrade water quality and may result in algae blooms, fish kills and interruption of recreational use. and

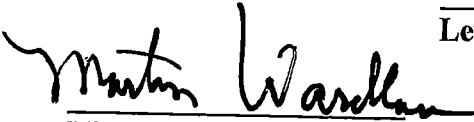
WHEREAS, These streams can be protected by prohibiting the direct discharge of treated domestic wastewater within their drainages and instead requiring alternative means of disposal through land application, reuse, or other means, and

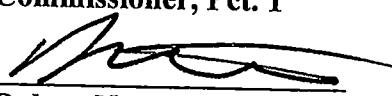
WHEREAS, The Val Verde County Commissioners Court recognizes the value of these pristine streams to the environment and economy of Val Verde County.

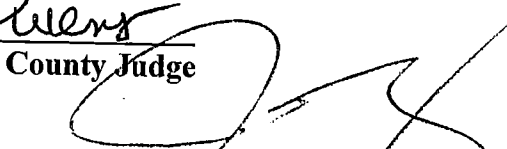
Therefore, be it resolved that the Val Verde County Commissioners Court hereby supports the petitioned Texas Commission on Environmental Quality rule change (2022-1075-PET) prohibiting the agency from authorizing the discharge of treated domestic wastewater pollutants into any creeks and streams located within the drainage area of the Lower Pecos River, Devils Rivers, and San Felipe Creek.

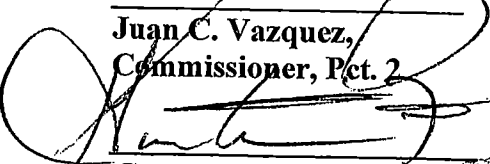
PASSED and APPROVED this 29th day March, 2022.

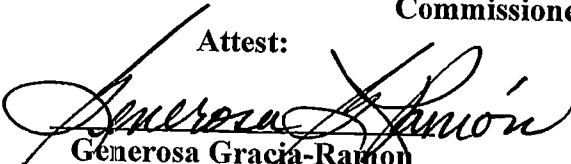

Lewis G. Owens, Jr., County Judge

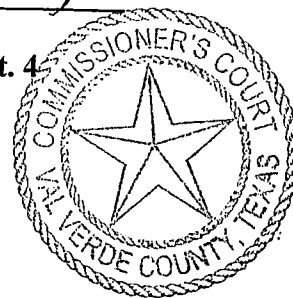

Martin Wardlaw
Commissioner, Pct. 1

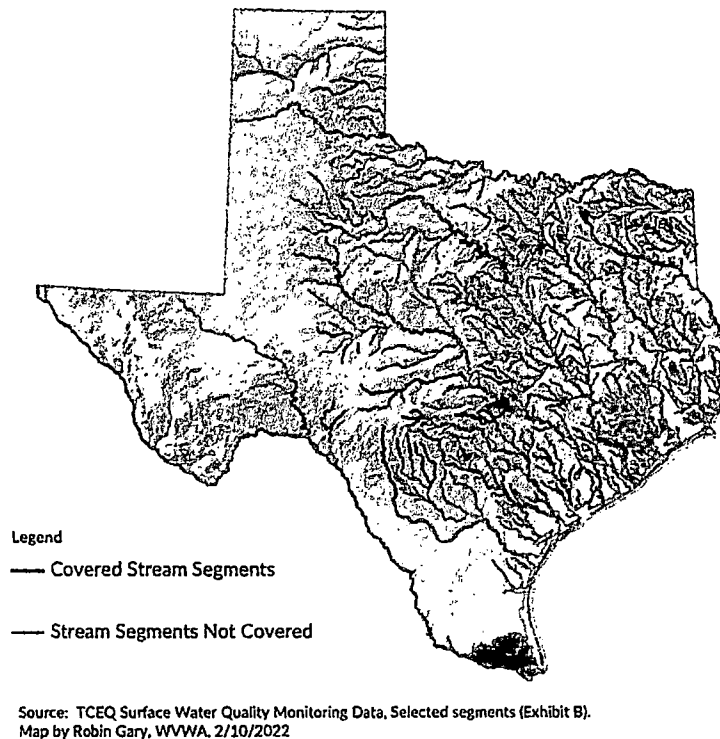

Robert Nettleton
Commissioner, Pct. 3


Juan C. Vazquez,
Commissioner, Pct. 2


Gustavo Flores
Commissioner, Pct. 4

Attest:

Generosa Gracia-Ramon
Val Verde County Clerk





The last thing we need in our last few pristine streams is wastewater!

Clean, clear pristine rivers and streams in Texas support the state's vibrant tourism and recreation-based economies and contribute known value to the lands that surround them, both public and private.

The map above highlights 22 stream segments and 1,373 miles of native, natural, pristine waterways. These are some of Texas' most beloved places—the aqua blue Devils, many cypress-lined Hill Country rivers like the Blanco, Frio and Nueces, two upper forks of the San Gabriel, and Barton, Hondo and Onion Creeks, among others.

These stream segments deserve special protection because they naturally carry very low levels of phosphorus. The addition of even highly treated domestic wastewater effluent carries levels of phosphorous and other nutrients that far exceed the natural levels found in these Texas streams. And sadly, experience has taught us that discharge of wastewater into pristine streams will degrade the water quality and turn it ugly.

These 22 stream segments contain an amount of Total Phosphorous below detectable levels (.06 mg/l) found in 90 percent of all samples taken in the last ten years of monitoring by the Texas Commission on Environmental Quality (TCEQ). This data is certified, stored and publicly available in the agency's official Surface Water Quality Monitoring (SWQM) database.

Today, we are asking the agency to promulgate a new rule that prohibits wastewater discharge into 22 stream segments where the addition of phosphorus will degrade water quality. This rule will provide much needed clarity for development and will save time and great expense for those who must organize to contest each individual permit to protect water quality in these unique and fragile places.

With a new rule in place to protect the specified stream segments, applicants who once may have sought a wastewater discharge permit will be directed to apply for a Texas Land Application Permit (TLAP) and to consider addition of a 210 Reuse authorization for one or more other beneficial uses.

The attached Pristine Streams Petition, requesting the new rule, was filed with TCEQ on January 3, 2022. It is supported by landowners, community groups, conservationists and local governments who recognize the value of clean, clear streams for the well-being of all Texans.

The rule is a fair, balanced and necessary action to protect the last pristine streams in Texas.

Won't you join us?

PETITION FOR RULEMAKING	§	BEFORE THE TEXAS COMMISSION ON
	§	ENVIRONMENTAL QUALITY
BY FRIENDS OF HONDO CANYON	§	
dba PRISTINE STREAMS TEAM,	§	
HILL COUNTRY ALLIANCE,	§	
SAVE BARTON CREEK ASSOCIATION,	§	
DEVILS RIVER CONSERVANCY, TEXAS	§	
HILL COUNTRY RIVER REGION, et al.	§	
	§	
	§	
TO ADOPT NEW RULES FOR PROTECTED	§	
WATERSHEDS (“SUBCHAPTER K”)	§	
FOR PRISTINE STREAM SEGMENTS	§	
FROM DEGRADATION CAUSED BY	§	
TREATED DOMESTIC WASTEWATER	§	
EFFLUENT	§	

ORIGINAL PETITION FOR RULEMAKING

FRIENDS OF HONDO CANYON dba PRISTINE STREAMS TEAM (“PST”), Hill Country Alliance, Save Barton Creek Association, Devils River Conservancy, Texas Hill Country River Region, et al file this Original Petition for Rulemaking to the Texas Commission on Environmental Quality (“TCEQ”), requesting the Commission adopt a new rule establishing a new “Subchapter K – Protected Watersheds” (“Subchapter K”) to be included in Chapter 311 of the Texas Administrative Code (the “TAC”). The proposed Subchapter K is attached as Exhibit A. The objective of the new rules in Subchapter K is to prohibit the permitting of the discharge of treated domestic wastewater effluent to certain “stream segments” and their “drainages”, often referred to herein as “pristine streams”.

The pristine stream segments to be protected from discharge permits are those which have a demonstrated record in TCEQ data files of Total Phosphorus content below 0.06 mg/l (a common limit of detection) in 90% or more of the water quality samples collected over a ten (10) year period prior to January 1, 2022. A comprehensive list of these stream segments is set forth in Exhibit B. These stream segments deserve special protection because they naturally carry very low levels of phosphorus, below common detectable limits, and the addition of treated domestic wastewater effluent containing phosphorus in any amount or concentration will degrade the water quality. Petitioners respectfully request that the Commission consider this Petition and adopt the attached new rule. Pursuant to the provision of 30 Tex. Admin. Code (“TAC”) Section 20.15, PST respectfully shows the following:

I. THE PETITIONERS

FRIENDS OF HONDO CANYON dba PRISTINE STREAMS TEAM, HILL COUNTRY ALLIANCE (HCA), SAVE BARTON CREEK ASSOCIATION (SBCA), TEXAS HILL COUNTRY RIVER REGION (HCRR) and DEVILS RIVER CONSERVANCY (DRC) are 501(c)(3) charitable corporations comprised of Texas citizens, riparian and other landowners, and supported by non-governmental organizations and various individuals. They are joined by individual petitioners who care deeply and feel strongly about the remaining pristine streams in Texas.

The petitioners for many generations have observed that these pristine stream segments, where one can clearly see the stream bottom in standing and running water at depths of many feet, have been tourism magnets, sources of boundless recreational enjoyment and prominent engines for local, area and state economic prosperity. Characteristic of these streams is the extremely low level of Total Phosphorus that they carry. All treated domestic wastewater effluent contains Phosphorus. The discharge of such wastewater into these streams will degrade their water quality.

II. BRIEF EXPLANATION OF PROPOSED RULE

The objective of the new rules in Subchapter K is to protect “stream segments” and their “drainages” from degradation by prohibiting the discharge of treated domestic wastewater effluent. These stream segments have a demonstrated record of Total Phosphorous values of less than 0.06 mg/l (the common detectable limit) in 90% or more of the water quality samples collected over a ten (10) year period prior to January 1, 2022, based on data stored in TCEQ’s Surface Water Quality Monitoring database. The segments proposed to receive protection (often referred to herein as “pristine streams”) are the limited number of ultra-clear streams found in various parts of our State. Examples are segments of the Blanco River, Frio River, Devils River, Llano River and others. A comprehensive list of pristine stream segments meeting the Phosphorus criteria have been identified by PST and TCEQ staff and are presented in the attached Exhibit B. The proposed rule ensures that these pristine stream segments and their drainage areas will not be degraded by the discharge of treated domestic wastewater effluent.

III. TEXT OF PROPOSED RULE

Petitioners propose the adoption of a new rule to be located in a new Subchapter K of Chapter 311 Watershed Protection, Title 30 Texas Administrative Code. Petitioners propose the text of the new rule as is set forth in Exhibit A.

IV. AUTHORITY FOR THE NEW RULE

The new rule is proposed to be adopted pursuant to Section 26.011 of the Texas Water Code, which requires the Commission to administer the provisions of Chapter 26 Water Quality Control and to establish the level of quality to be maintained in, and to control the quality of, the water in this state as provided in Chapter 26. Waste discharges or impending waste discharges covered by the provisions of Chapter 26 are subject to reasonable rules adopted or issued by the Commission in the public interest.

V. INJURY OR INEQUITY RESULTING FROM FAILURE TO ADOPT PROPOSED RULE

The Real and Continual Threat of Adding Treated Domestic Wastewater Effluent to Our Pristine Streams. According to scientific literature, the addition of phosphorus-containing wastewater to streams with low phosphorus content will cause significant adverse consequences. In freshwater streams where the presence of phosphorus is undetectable, even a modest increase in phosphorus can set off a chain of undesirable biologic events, including accelerated plant growth, algae blooms, low dissolved oxygen, and the death of certain fish, invertebrates, and other aquatic animals. Low-flow pristine streams are particularly adversely affected. Treatment of domestic wastewater, even when the treatment is to the highest level of purification, cannot eliminate all phosphorus from being present in the effluent discharge. Consequently, the introduction of *any* treated domestic wastewater effluent into the low-phosphorus pristine streams listed on Exhibit B will unquestionably degrade these pristine streams, and can result in unsightly algae blooms and potential loss of aquatic life caused by the accompanying oxygen loss. Yet, some businesses, land developers and governmental entities continue to apply for treated domestic wastewater discharge permits affecting these pristine streams. TCEQ's current rules do not prohibit or discourage this, despite the problematic consequences; TCEQ's current rules instead invite this. The natural beauty of the areas where pristine streams are located make them attractive targets for development of new businesses and planned residential communities, which requires proper management of their treated domestic wastewater effluent. There is no reason to believe that efforts for such development in the pristine stream areas will abate, or that applications to discharge treated domestic wastewater effluent into pristine streams will cease unless the TCEQ takes action. As a result, the threat to pristine streams today is real and continual. The looming degradation of these pristine streams places downstream landowners and businesses at risk of adverse property and commercial impacts and diminished recreational uses of their "river front" properties.

The Reasons Why the TCEQ Should Amend its Rules to Protect Our Pristine Streams. Listed below are multiple reasons why the TCEQ should amend its rules to protect these precious pristine streams:

- (i) **The Proposal is Consistent with TCEQ's Mission Statement.** TCEQ's Mission Statement is: "The Texas Commission on Environmental Quality strives to protect our state's public health and natural resources consistent with sustainable economic development. Our goal is clean air, clean water, and the safe management of waste." The Proposal will protect a treasured natural resource of Texas that is at continual risk of degradation and potential elimination. Additionally, the communities in which the pristine streams are located depend on the continued pristine quality of their local streams for economic development. The measured Proposal, which balances the interests of all affected constituencies, will strengthen the economies of pristine stream communities, protect private property, promote Texas tourism, and allow for continued development in pristine stream areas in a sustainable and responsible way. By preventing the degradation of pristine streams caused by the introduction of treated domestic wastewater effluent, the Proposal plainly promotes clean water and the safe management of waste. The Proposal is fully consistent with TCEQ's Mission Statement.
- (ii) **The Proposal Advances the Intent and Objectives of the TCEQ's Water Quality Monitoring Program.** Section 21.0135 of the Water Code provides: "The [TCEQ's water quality] monitoring program shall provide data to identify significant long-term water quality trends, characterize water quality conditions, support the permitting process, and classify unclassified waters. The commission shall consider available monitoring data and assessment results in developing or reviewing wastewater permits and stream standards and in conducting other water quality management activities.... The data and reports shall also be used to provide sufficient information for the commission... to take appropriate action necessary to maintain and improve the quality of the state's water resources."

The Proposal advances the intent and objectives of these statutory provisions. The Proposal relies on historical TCEQ water quality monitoring data to "characterize water quality conditions," "support the permitting process," and "take appropriate action necessary to maintain and improve the quality of the state's water resources." The Proposal uses quality assured water samples from "stream segments" taken for approximately the last decade under the TCEQ's stream water quality monitoring program to determine which ones contain undetectable phosphorus. It is reasonable for the TCEQ to use its historical quality assured water sampling data to take appropriate action necessary to maintain and improve the quality of the state's water resources. Because existing TCEQ stream water sample data identifies the "stream segments" that have been shown to carry very low levels of phosphorus, and scientific literature tells us that adding more phosphorus to streams with very low and undetectable phosphorus causes degradation, the appropriate action of the TCEQ is to prohibit adding phosphorus to pristine streams and their drainages. That is exactly what the Proposal will do;

it prohibits the introduction of treated wastewater into no or low phosphorus pristine streams and their drainages because treated domestic wastewater effluent contains degrading phosphorus.

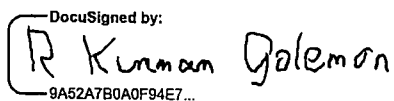
- (iii) **The Proposal Will Substantially Cut TCEQ's Operating Costs by Eliminating Protracted Wastewater Discharge Permit Disputes Where Pristine Streams are Involved.** Based on TCEQ records, applications to discharge treated domestic wastewater effluent into beloved pristine streams are invariably protested. In the past, affected local landowners and businesses, as well as river and nature-lovers across the State, have routinely spent hundreds of thousands of dollars on fees for attorneys, water quality experts, and water quality reports to protest such applications. Their costs are matched or exceeded by the applicants. The TCEQ staff is forced to spend hundreds of hours to evaluate these applications and protests, not to mention incur thousands of dollars on necessary related water quality analyses, travel expense, convening and participating in local area public meetings, etc. It is estimated that a contested case costs the contestants and TCEQ at least \$500,000 each.

In the upper Nueces River Basin, where no wastewater discharge permits have yet to be issued by TCEQ, there have been three (3) contested treated domestic wastewater effluent discharge application cases recently. Two (2) of these were resolved months after filing but prior to the scheduling of a contested case hearing because the applicant, once informed of the risks to the affected stream segment, decided to pursue a non-discharge alternative. The RR417, LLC (Camp Ozark) application for discharge into Commissioners Creek, a tributary to the pristine upper Hondo Creek, on the other hand, was prosecuted up until the eve of a full-blown contested case hearing and still resulted in a zero-discharge permit. An application to discharge treated domestic wastewater effluent into a tributary to Barton Creek was contested for four (4) years before the developer recently decided to change their plans.

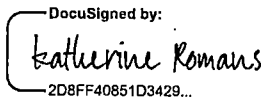
These treated domestic wastewater effluent applications are only a subset of all contested such wastewater discharge cases involving pristine streams. The filing of many more contested applications for treated domestic wastewater effluent discharge permits is assured unless TCEQ provides the clear and firm rule guidance proposed. The treated domestic wastewater effluent discharge permitting process should not occur in protracted and expensive judicial proceedings presided over by judges without wastewater expertise. The TCEQ process for approval of a wastewater management application should be a time- and cost-efficient regulatory process where the rules are easily understood, science-based, and protect Texas' natural resources in a manner that fairly and reasonably balances the interests of all affected constituencies. Implementing the Proposal will allow the TCEQ to deploy its limited resources on much more meritorious issues and will keep the treated domestic wastewater effluent permitting process where it properly belongs, at the TCEQ.

- (iv) **The Proposal is Consistent with TCEQ's Philosophy.** On its website, TCEQ states that it will "base decisions on the law, common sense, sound science, and fiscal responsibility." A decision to adopt the changes proposed is consistent with the statutory provisions related to the Texas Water Quality Monitoring Program. As previously discussed, the proposed changes are common sense ways to address all relevant interests related to the management of treated domestic wastewater effluent in pristine streams and their watersheds. These changes are grounded in sound science that correlates the addition of phosphorus to low phosphorus water with degradation. Adopting the changes is fiscally responsible and will eliminate the enormous costs currently associated with contested treated domestic wastewater effluent discharge cases involving pristine streams and their watersheds. Therefore, the changes are clearly in keeping with the TCEQ's philosophy.

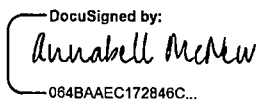
Respectfully submitted,

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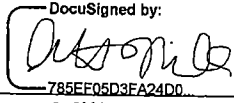
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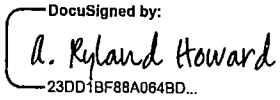


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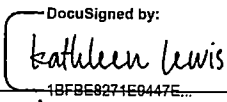
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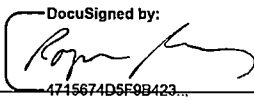
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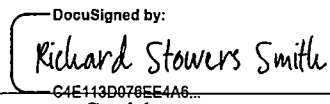
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EXHIBIT A

Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 311	WATERSHED PROTECTION
SUBCHAPTER K	PROTECTED WATERSHEDS

RULE 311.1 Definitions

The following words and terms, when used in this Subchapter shall have the following meanings, unless the context clearly indicates otherwise.

(1) "Classified segment" means any water body or a portion of a water body identified in Appendices A and C of 30 T.A.C. Section 307.10 as it existed on [January 1, 2023].

(2) "Drainage area" means every unclassified water body, if any, that drains to a stream segment to which this Subchapter applies.

(3) "Protected Watershed" means a stream segment and its drainage area.

(4) "Stream segment" means a stream, creek, or river, or a portion of a stream, creek, or river, that is a classified segment to which this Subchapter applies.

(5) "Unclassified water body" means a water body other than a classified segment.

RULE 311.2 Applicability

This Subchapter applies to:

(1) any stream segment, other than a stream segment that is located directly beneath a lake, pond or impounded reservoir, that on [January 1, 2023] has had:

(A) at least 10 water quality samples taken from the stream segment over the 10 calendar years preceding January 1, 2020; and

(B) according to data in the commission's Surface Water Quality Monitoring Information System, a total phosphorus level below .06 milligrams per liter in 90 percent or more of all water quality samples taken from the stream segment taken over the 10 calendar years preceding January 1, 2020; and

(2) the drainage area of any stream segment that meets the requirements of Subdivision (1).

A list of all stream segments found by the commission to satisfy the requirements of Subdivision (1) is set forth in Appendix A of this Rule.

EXHIBIT A

RULE 311. 3 Prohibition on Direct Discharge; Exceptions

- (a) After the effective date of this Rule the commission shall not issue a new permit authorizing the direct discharge from a domestic wastewater treatment facility of any waste, effluent, or pollutants into a protected watershed.
- (b) This Rule does not affect the authority of the commission to issue:
 - (1) an individual permit for a municipal separate storm sewer system; or
 - (2) a general permit for stormwater and associated non-stormwater discharges.
- (c) This Rule applies only to an application for a permit that is submitted to the commission on or after the effective date of this Rule. An application for a permit that was submitted to the commission before the effective date of this Rule is governed by the law and commission rules in effect at the time the application was filed.
- (d) After the effective date of this Rule the commission may not grant:
 - (1) any amendment to a permit in effect before the effective date of this Rule authorizing the direct discharge from a domestic wastewater treatment facility of any waste, effluent, or pollutants into a protected watershed if such amendment would authorize any increase in the amount of direct discharge; or
 - (2) any amendment to an initial permit granted after the effective date of this rule pursuant to an application filed before the effective date of this Rule and authorizing the direct discharge from a domestic wastewater treatment facility of any waste, effluent, or pollutants into a protected watershed if such amendment would authorize any increase in the amount of direct discharge.

RULE 311. 4 Required Use of Texas Land Application Permits, Chapter 210 Authorizations and Other Zero Discharge Alternatives

- (a) In instances where a new permit authorizing the direct discharge from a domestic wastewater treatment facility of any waste, effluent, or pollutants into a protected watershed is prohibited by Rule 311.3, the only permit or authorization obtainable by an applicant from the commission authorizing the disposal of such waste, effluent or pollutants shall be a Texas Land Application Permit, one or more reuse authorizations under Chapter 210 of Title 30 of the Texas Administrative Code, and/or an alternative zero discharge method for wastewater disposal acceptable to the commission.

EXHIBIT B

0224	Red River Basin	North Fork Red River	89.7	miles
1250	Brazos River Basin	South Fork San Gabriel River	41.26	miles
1251	Brazos River Basin	North Fork San Gabriel River	41.77	miles
1415	Colorado River Basin	Llano River	241.94	miles
1424	Colorado River Basin	Middle Concho/South Concho River	77.76	miles
1427	Colorado River Basin	Onion Creek	78.65	miles
1430	Colorado River Basin	Barton Creek	39.50	miles
1809	Guadalupe River Basin	Lower Blanco River	13.35	miles
1813	Guadalupe River Basin	Upper Blanco River	75.97	miles
1815	Guadalupe River Basin	Cypress Creek	15.71	miles
1816	Guadalupe River Basin	Johnson Creek	24.76	miles
1817	Guadalupe River Basin	North Fork Guadalupe River	28.16	miles
1818	Guadalupe River Basin	South Fork Guadalupe River	28.13	miles
1905	San Antonio River Basin	Medina River above Medina Lake	33.84	miles
2111	Nueces River Basin	Upper Sabinal River	45.69	miles
2112	Nueces River Basin	Upper Nueces River	126.70	miles
2113	Nueces River Basin	Upper Frio River	47.22	miles
2114	Nueces River Basin	Hondo Creek	80.15	miles
2115	Nueces River Basin	Seco Creek	74.11	miles
2309	Rio Grande Basin	Devils River	73.66	miles
2310	Rio Grande Basin	Lower Pecos River	85.79	miles
2313	Rio Grande Basin	San Felipe Creek	9.20	miles
22 Segments			1373.02	miles

#34

Unreported Claims

Yes or No

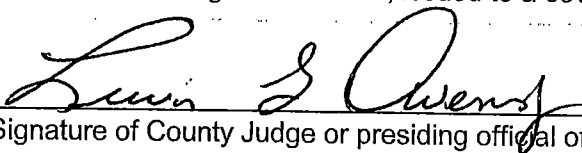
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?
If yes, please describe:

2. Has the situation been reported to TAC Claims Department?

Acknowledgement and Acceptance

Member Name: Val Verde County

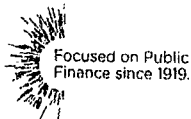
Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the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



Signature of County Judge or presiding official of the Political Subdivision

3-29-22

Date



March 15, 2022

The Honorable Lewis Owens
Val Verde County, Texas
400 Pecan Street
Del Rio, Texas 78840

Re: Val Verde County, Texas – Bond Counsel Representation

Dear Honorable Judge Owens:

This letter confirms that McCall, Parkhurst & Horton L.L.P. will represent Val Verde County, Texas (the *County*), with respect to administration of its debt portfolio and capital programs, as bond counsel. Services provided by our firm to the County in such representative capacity is herein referred to as the *Representation*; the substance of such Representation is herein referred to as the *Matter*.

Terms of Engagement

Our Representation shall commence upon the date of your execution of this letter. It is understood and agreed that our engagement is limited to the Representation, the terms of which are governed by the terms of this letter. We are not being retained as general counsel to the County. Our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter or to provide legal advice after the completion of the Representation.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation, the County should raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement to represent the County, McCall, Parkhurst & Horton L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and in reliance upon information and guidance provided by the County, its employees and officials, and its affiliates; and (2) keep the County and its designated representative reasonably informed about the status and progress of the Representation.

600 Congress Ave.
Suite 2150
Austin, Texas 78701
t 512.478.3805
f 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
t 214.754.9200
f 214.754.9250

Two Allen Center
1200 Smith Street, Suite 1550
Houston, Texas 77002
t 713.980.0500
f 713.980.0510

112 E. Pecan Street
Suite 1310
San Antonio, Texas 78205
t 210.225.2800
f 210.225.2984

www.mphlegal.com



To enable us to provide effective representation, the County will need to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Under this letter, the person or entities that we represent are the ones herein identified and our attorney-client relationship does not include any related persons or entities (including individuals that are elected to the Commissioners Court or are County employees). Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related persons or entities without first obtaining the County's consent. It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

Our Legal Fees and Other Charges

Concerning the conduct of bond elections and subsequent issuance of bonds, we will bill for our services at fixed fees and charge for expenses incurred. For the conduct of a bond election, we will bill a fixed fee, plus out of pocket expenses) payable from the proceeds of the resultant issuance of bonds. If no bonds issue from the subject election because the County's electorate does not approve any propositions presented thereto, then only our out-of-pocket charges (and no bond election legal fee) will be due and owing at the time of canvassing of such election results. If, however, the County determines to not issue bonds that have been approved by the County's electorate at an election for which our firm has provided legal services, then our out-of-pocket expenses and our bond election legal fee will be due and owing at the time of the County's determination to not issue such bonds. For any future bond elections, we will fix our bond election fee at \$10,000, plus out-of-pocket expenses. Future bond elections will be subject to a fixed fee, to be negotiated between the County and our firm as and when the size and scope of such future a bond election is determined. Out-of-pocket expenses for bond elections include translation, publication, and other costs directly paid by our firm on the County's behalf.

For the issuance of obligations, including the issuance of bonds resultant from any bond election, our firm will charge a fixed fee (in addition to any bond election fee, as described above) equal, on a per series basis, to \$7,000, plus \$1.00 per \$1,000 obligation issued (the *Fee Schedule*), plus expenses of \$2,500 per series of obligations, plus additional expenses actually incurred (including Texas Attorney General review fee and any costs of publication of notices). Refunding obligations and obligations secured solely by enterprise funds or sales tax revenues shall result in an additional fee equal to 20% of the Fee Schedule.

Our fees and charges include all advice necessary or incidental to the planning, structuring, and issuance of the obligations, as well as expenditure of obligation proceeds and advice and assistance regarding post-closing matters (such as continuing disclosure and federal tax law compliance). Assistance in response to an Internal Revenue Service audit is not included in these post-issuance services and will be subject to a subsequent engagement agreement negotiated between the County and our Firm.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the County. Based on the information available to us to date, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Our law firm represents many political subdivisions and financial institutions. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially



conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

It is understood and agreed that we may represent current or future clients (including any parties adverse to the County) in any matters that are not substantially related to the Matter, even if the interests of such clients in the other matters are directly adverse to the County, except for matters that involve actual, potential or threatened litigation, arbitration, mediation, or similar matters.

Communications

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the County specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the County and to send documents we have prepared or reviewed.

Acceptance

Following the County's receipt of this letter, any acceptance by the County of any legal services described herein performed by us (whether prior to or after such receipt) will constitute and will be deemed an acceptance of and consent to the terms and conditions set forth in this letter.

Termination

At any time, the County may, with or without cause, terminate the Representation by notifying us of the County's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of McCall, Parkhurst & Horton L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the County to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the County's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the County will take all steps necessary to release McCall, Parkhurst & Horton L.L.P. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

Document Retention

At the close of the Matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.



At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Standards of Professionalism and Attorney Complaint Information

Since attorneys who are members of the State Bar of Texas will be involved in this Matter, please note the contents of the Texas Lawyer's Creed, a copy of which is attached. Please further note that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1 800 932 1900 toll free.

Governing Law

This letter, our attorney-client relationship, our engagement as counsel and any disputes arising out of or relating to any of the foregoing or to our bills, fees and/or other charges shall be governed by and construed in accordance with the laws of the State of Texas (exclusive of its conflict of laws principles).

Conclusion

This letter constitutes the entire terms of the engagement of McCall, Parkhurst & Horton L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed by the County and McCall, Parkhurst & Horton L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of the County or McCall, Parkhurst & Horton L.L.P.

[The remainder of this page intentionally left blank.]



Please carefully review this letter. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Clay Binford
210-225-2819
cbinford@mphlegal.com

Val Verde County, Texas Agrees to and Accepts
this Letter:

Val Verde County, Texas

By: Lewis J Owens
Name: Lewis Owens Jr
Title: County Judge

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Forest Service has determined that drought conditions exist within Val Verde County; and

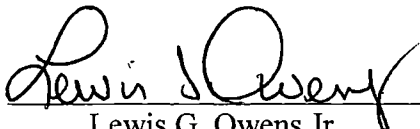
IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all **outdoor burning is prohibited** in the unincorporated area of the county for **90 days** from the date of **adoption** of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court, based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) Firefighters training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

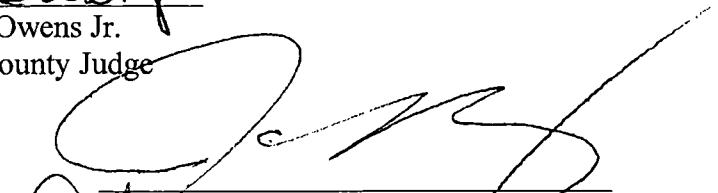
In accordance with Local Government Code §352.081(h), a violation of this **Order** is a **Class C Misdemeanor**, punishable by a fine not to exceed \$500.00.

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

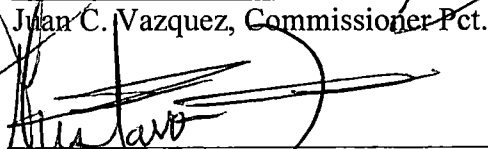
ADOPTED this 29 DAY OF March, 2022.


Lewis G. Owens Jr.
Val Verde County Judge

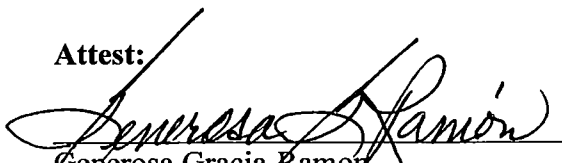

Martin Wardlaw, Commissioner Pct. 1


Juan C. Vazquez, Commissioner Pct. 2


Robert Beau Nettleton, Commissioner Pct. 3


Gustavo Flores, Commissioner Pct. 4

Attest:


Generosa Gracia-Ramon
Val Verde County Clerk



ADMINISTRATIVE SERVICES CONTRACT
COLONIA SELF-HELP CENTER PROGRAM
VAL VERDE COUNTY SELF-HELP CENTER

STATE OF TEXAS

COUNTY OF VAL VERDE

SECTION 1. PARTIES TO CONTRACT

This Agreement for Services ("Contract") is made and entered into by and between the County of Val Verde, a political subdivision of the State of Texas, referred to as the "County" and Equity Community Development Corporation, a Texas nonprofit corporation with tax-exempt 501(c)(3) status, as determined by the IRS, referred to as "ECDC." The parties have severally and collectively agreed and by the execution of this Contract are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. PERIOD OF PERFORMANCE

This contract shall commence on March 29, 2022 and terminate on September 1, 2026, unless otherwise specifically provided by the terms of this Contract.

SECTION 3. PERFORMANCE

- A. The County may enter into a contract with the Texas Department of Housing and Community Affairs ("TDHCA") wherein the County will assume certain duties and obligations relative to the Texas Community Development Block Grant, Colonia Self-Help Center Program (CSHC), therein described. The County desires, by execution of this Contract, to enter into an agreement with ECDC to assume some of the County's duties and obligations as described in the above-mentioned contract with TDHCA.
- B. By execution hereof, ECDC agrees to provide, on the County's behalf, certain services required by the contract between the County and TDHCA in connection with the development of a Colonia Self-Help Center Program in Val Verde County, Texas.
- C. All services will be in accordance with the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*), referred to as the "Act," pursuant to Chapter 2306 of the Texas Government Code and the State's implementing regulations under Title 10, Part 1, Chapters 1, 20, and 25 of the Texas Administrative Code.
- D. All activities shall be performed in accordance with the terms of the Performance Statement, Budget, and the Project Implementation Schedule, as included in the contract between the County and TDHCA.

SECTION 4. COUNTY OBLIGATIONS

A. Payment. In consideration of full and satisfactory performance of the activities referred to in Section 3 of this Contract, the County shall reimburse actual and reasonable costs incurred by ECDC, subject to the limitations in Section 4(B).

1. Reimbursements shall begin as early as start date of Contract or Pre-Agreement date authorized by TDHCA.
2. County shall not be liable to reimburse costs incurred after end date of Contract.
3. It is understood and agreed upon by the parties hereto that County's obligations under this Section 4 are contingent upon evidence of performance consistent with the Performance Statement.
4. County shall not reimburse ECDC for any costs incurred by ECDC, which are not allowable costs as set forth in Section 6(A) of this Contract.
5. County shall not reimburse ECDC for costs incurred and reserved on the Project Completion Report if such costs are not billed to County within ten (10) months after the end of its fiscal year that follows the termination date of the Contract.

B. Limit of Liability. Payment of the administrative fees as described in Section 5(D) of this Contract shall be contingent on CSHC funding. In the event that grant funds are not awarded to the County by TDHCA through the CSHC Program, the agreement shall be terminated by the County. Notwithstanding any other provision of this Contract to the contrary, the maximum amount of all reimbursement by the County to ECDC under this Contract shall not exceed the sum of \$1,000,000, unless additional funds are provided by TDHCA under this Contract.

SECTION 5. DRAWS

A. Draw Requests. ECDC shall compile, organize, and electronically submit to the County all forms and backup documentation necessary for the County to review and approve draw requests for activities and services, including project activity draw requests for third-party vendors and administrative draw requests, as set forth in Section 3. Should the County seek reimbursement for Administrative or Force Account expenses incurred by the County, the County shall submit to ECDC documentation of County expenses on the required forms and with the necessary backup as soon as administratively possible to the actual, incurred expenses.

B. Limitations. ECDC requests for payments and reimbursements shall be limited to the amounts approved and necessary for the activities that are included in the Performance Statement. Advances from the County to third party vendors for project activities may be negotiated on a case-by-case basis according to County procedure.

C. Contingency for Payment. Notwithstanding the provisions of Section 5(A) of this Contract, it is understood and agreed upon by the parties hereto that payments under this contract are contingent upon ECDC's substantial performance of its obligations under this Contract. No payment shall be delayed unless a failure to perform is material and substantial.

D. Schedule of Administrative Payments. Upon successfully meeting Expenditure Thresholds as described in the Colonia Self Help Center Program Rules, 10 TAC Sec. 25.10, administrative draw requests from the General Administration line item shall be submitted to County in accordance with the Administrative Thresholds as described in the Colonia Self Help Center Program Rules, 10 TAC Sec. 25.9. Administrative draw requests involving activity

delivery expenses for the direct provision of contract performance measures shall be in accordance with the Colonia Self Help Center Program Rules. After receiving payment from TDHCA, the County shall remit payment to ECDC as soon as administratively possible.

E. Waiver. It is understood and agreed upon by the parties hereto that any right or remedy provided for in Section 5 of this Contract, or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law. Nor shall any action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

A. Allowable Costs. Except as specifically modified by law or the provisions of this Contract, ECDC shall comply with all applicable regulations and the Office of Management and Budget (OMB) Super Circular.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Records. ECDC shall maintain original records and supporting documentation for all expenditures of funds under this Contract at the Colonia Self Help Center at FM 2523 Bldg. #97, Del Rio, Texas 78840. All records shall include information required by the OMB Super Circular and Title 24, Code of Federal Regulations, Part 570.490. Upon successful completion of the requirements under this Contract, ECDC shall deliver all records to County and County shall retain such records for the greater of three (3) years from closeout of County's contract with TDHCA or the period required by other applicable laws and regulations.

B. Access. ECDC shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, TDHCA, and County, or any of its duly authorized representatives, access to and the right to examine all records, accounts, reports, files, and property belonging to or in use by ECDC pertaining to this Contract.

SECTION 8. REPORTING REQUIREMENTS

A. TDHCA Requirements. ECDC shall submit to County required Quarterly Reports no later than three (3) business days prior to their due date to TDHCA. Quarterly Reports are due to TDHCA on April 10, July 10, October 10, and January 10 of each calendar year. Quarterly Reports shall be provided in the format required by TDHCA.

B. County Requirements. ECDC may present to the County Commissioners' Court detailed progress reports on a quarterly basis coinciding with the submission of the Quarterly Report.

SECTION 9. CONFLICT OF INTEREST

A. ECDC shall ensure that no employee, officer, or agent of ECDC shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above,

has a financial or other interest in the firm or person selected to perform the subcontract. ECDC shall comply with 24 C.F.R. 570.489(h).

B. The conflict of interest provisions of Subsection (A) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or ECDC.

SECTION 10. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. ECDC shall ensure that no person shall on the ground of race, color, national origin, religion, sex, familial status, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. ECDC shall meet the accessibility standards under (i) Title VI of the Civil Rights Act of 1964, as amended, (ii) the Age Discrimination Act of 1975 and its implementing regulations at 24.C.F.R. Part 146, (iii) Titles II and II of the Americans with Disabilities Act of 1990, as implemented by Department of Justice regulations at 28 C.F.R. Parts 35 and 36, (iv) Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at and 24 C.F.R. Part 8, (v) Title VIII of the Civil Rights Act as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100, (vi) the Architectural Barriers Act of 1968, including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system and (vii) TDHCA's Accessibility Rules in Subchapter B of 10 TAC Chapter 1, as may be amended from time to time.

C. By the execution of this Contract, ECDC agrees that the Colonia Self Help Center Program will be conducted and administered in conformity with the Civil Rights Act of 1964, as amended and 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the U.S. Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964," the Texas Fair Housing Act (Chapter 301 of the Texas Property Code) and the Fair Housing Act and implementing regulations at 24 C.F.R. Parts 100-115, and that it will affirmatively further fair housing, as specified by TDHCA.

D. ECDC agrees to comply with Equal Employment Opportunity requirements as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 C.F.R Part 60.

E. ECDC shall comply with the Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259) and its implementing regulations at 24 C.F.R. Part 107. The failure or refusal to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60.

Section 11. LEGAL AUTHORITIES

A. ECDC assures and guarantees that it possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services ECDC has obligated itself to perform hereunder.

B. The person or persons signing and executing this Contract on behalf of ECDC do hereby warrant and guarantee that he, she, or they have been duly authorized by ECDC to execute this

Contract and to validly and legally bind ECDC to all terms, performances, and provisions herein set forth.

C. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either ECDC or the person signing this Contract to enter into this Contract or to render performance hereunder.

Section 12. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment hereto in writing and executed by both parties to this Contract. If any party returns an executed copy by electronic transmission, the signing party intends the copy of its authorized signature to be its original signature.

B. Any changes, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law or regulations are automatically incorporated into this Contract without written amendment, and shall become effective on the day designated by such law or regulation.

Section 13. SUSPENSION

A. Notwithstanding the provision of Chapter 2251 of the Texas Government Code, in the event ECDC fails to comply with any term of this Contract, County may, upon written notification to ECDC, suspend this Contract in whole or in part and withhold further payment to ECDC, and prohibit ECDC from incurring additional obligations of funds under this Contract.

Section 14. TERMINATION

A. County shall have the right to terminate this Contract, in whole or in part, at any time before the date specified in Section 2 of this Contract whenever County determines that ECDC has failed to comply with any term of this Contract. County shall notify ECDC in writing of any defect in performance and the consequences of said defect up to and including termination, the reasons for termination, the effective date of such termination and in the case of partial termination, the portion of this Contract to be terminated.

B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination, and in the case of partial termination, the portion of this Contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, County shall reimburse ECDC only for those expenses that have been approved prior to the notice of termination. County shall not be liable to ECDC or to ECDC's creditors for any costs, expenses, or liabilities of ECDC incurred after termination of the Contract, which shall be ECDC's sole responsibility.

D. Notwithstanding any exercise by County of its right of suspension under Section 13 of this Contract, or of early termination pursuant to this Section 14, ECDC shall not be relieved of

any liability to County for damages due to County by virtue of any breach of this Contract by ECDC. County may withhold payments to ECDC until the exact amount of damages due to County from ECDC is agreed upon or is otherwise determined.

E. County shall grant ECDC a thirty (30) day opportunity to cure any failures of performance.

Section 15. ENVIRONMENTAL CLEARANCE

A. ECDC understands and agrees that by execution of this Contract, ECDC shall assume the responsibility for environmental review.

Section 16. CITIZEN PARTICIPATION

A. ECDC shall provide for and encourage citizen participation through public hearings concerning any activities proposed to added, deleted or substantially changed, as determined by County, from the activities specified in the contract between the County and TDHCA. ECDC shall ensure that citizens are aware of the location and time of public hearings.

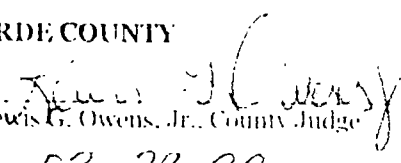
B. ECDC shall maintain a written citizen complaint procedure to provide a timely written response to complaints and grievances. Such procedure shall comply with TDHCA's Complaint System at 10 TAC 1.2.

Section 17. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

This Contract is not effective unless and until it is signed by authorized representatives of both parties.

VAL VERDE COUNTY

By: 
Lewis G. Owens, Jr., County Judge

Date: 03-29-22

EQUITY COMMUNITY DEVELOPMENT CORPORATION

By: 
Robert Stevenson, Executive Director

Date: 3/29/22