



COMMISSIONER'S COURT MINUTES
MARCH 14TH REGULAR TERM, A.D. 2023

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

BE IT REMEMBERED that on this the 14th day of March A.D. 2023 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 Teresa Esther Chapoy, 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
23-214				No Minutes				

5. Citizens' Comments

- 1) Pat Cole comments on agenda item #32, recommended Mr. Wancho to be appointed for Constable Precinct #3
- 2) Rhonda Hargrove comments on agenda item #32, recommended Mr. Wancho to be appointed for Constable Precinct 3
- 3) Roger Cerny comments on previous agenda item regarding prayer during commissioner's court
- 4) Tom Sondag -considering prayer
- 5) Ken Herrera – Comments on item #32, recommending Mr. Wancho for Constable Precinct 3
- 6) Laura Allen comments on agenda #32, recommending Mr. Wancho for Constable Precinct 3
- 7) Mr. Zuniga, comments on agenda 32, recommending Mr. Wancho for Constable Precinct 3

MOTION KEY:

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

QUORUM

 v COUNTY JUDGE

 v Judge's Staff

_____ Judge's Staff

✓ COMM. PRCT# 1

✓ COMM. PRCT# 2

V 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

Carl Esser OTHER

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

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

6. Approving monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-215	N	V		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
23-216	N	V		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
23-217	N	V		Motion to table		O, W, V, N, F		

Aaron D. Rodriguez, County Treasurer

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

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-218				No Report- No Action Taken				

Lewis G. Owens Jr., County Judge

10. Discussion and possible action on a Presentation on bond and financial advisors.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-219				No Action taken. Commissioner Flores will get with the City of Del Rio and Industrial Companies				

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

11. Presentation for Lifetime Achievement Award by Mark Zollitsch, TAC Healthy Count Rep for Val Verde County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-220				Presentation Only- No Action Taken				

12. Discussion and possible action on funding for Cienegas Road and projects within the County.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-221				No Action Taken				

13. Discussion and possible action on accepting participation in the Allergan, CVS, Walgreens, and Walmart Opioid Settlements and granting County Judge authority to sign settlement participation forms.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-222	N	V		Motion to approve and allow Judge Owens to sign		O, W, V, N, F		

14. Discussion and possible action on a resolution naming March 2nd and 3rd as William Beckmann Day.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-223	N	F		Motion to Approve as presented		O, W, V, N, F		

15. Discussion and possible action on a resolution recognizing SFDRISD Track Team.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-224	N	V		Motion to Approve as presented		O, W, V, N, F		

16. Discussion and possible action for approval for the Whitehead Memorial Museum to get permission to obtain a Beer & Wine license from TABC to sell beer & wine on the grounds of the museum for the annual Cajun Fest Fundraiser on Saturday, April 1, 2023 from 5:00pm to 11:59pm.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-225	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

17. Discussion and possible action approving Affidavit of Bills Paid and Release of Lien from PATMO Services for TxCDBG 7220479 Alcoa Field Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-226	N	V		Motion to Approve as presented		O, W, V, N, F		

18. Discussion and possible action approving Affidavit of Posting Final Public Hearing Notice for CDBG 7219085 Rise Estates, San Felipe Pastures, Vega Verde Road March 14th at 5:05 PM in Old County Court at Law Building 207B E. Losoya Street Del Rio, Tx.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-227	W	F		Motion to Approve as presented		O, W, V, N, F		

19. Discussion and possible action approving improvements with construction budget for 2023 CDBG Grant Application for the Alcoa Soccer Fields.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-228	N	V		Motion to Approve as presented		O, W, V, N, F		

20. Discussion and possible action approving Draw 3 Requesting Reimbursement of \$413,200.00 for Alcoa Baseball Field Project CDBG 7220479.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-229	N	V		Motion to Approve as presented		O, W, V, N, F		

21. Discussion and possible action approving Force Account for CDBG 7219085 Vega Verde, Rise Estates and San Felipe Waterline Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-230	F	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

22. Discussion and possible action regarding FY 24 Community Project Funding Request.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-231	N	F		Motion to authorize the court members to sign letter of support for Commissioner Vazquez’s project that he is working on. Authorize Judge Owens and Commissioner Vazquez to get a letter of support from the school to send with application.		O, W, V, N, F		

23. Discussion and possible action approving Esser & Company Consulting LLC invoice #3 & Final for Alcoa Field Project 7220479.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-232	N	V		Motion to Approve as presented		O, W, V, N, F		

24. Discussion and possible action approving Sanford Waterworks Invoice #349183 for installation of Infield Sod on Alcoa Baseball Field.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-233	N	V		Motion to Approve as presented		O, W, V, N, F		

25. Discussion and possible action approving Certificate of Construction Completion PATMO SERVICES 7220479.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-234	N	V		Motion to Approve as presented		O, W, V, N, F		

26. Discussion and possible action approving Certificate of Construction Completion SANFORD WATERWORKS Irrigation Services 7220479.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-235	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

27. Discussion and possible action approving Certificate of Construction Completion SANFORD WATERWORKS SOD 7220479.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-236	N	V		Motion to Approve as presented		O, W, V, N, F		

28. Discussion and possible action Progress Report on Tower Grant for Pandale.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-237				No Action Taken				

29. Discussion and possible action on approving Val Verde County Detention Facility 1st Amendment to the 2006 Services Agreement and authorizing the County Judge, County Attorney, County Sheriff and Auditor to sign.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-238	V	F		Motion to table after Executive Session		O, W, V, N, F		

30. Discussion and possible action on moving the Court Interrupter for County Court-At-Law contract labor to permanent position.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-239	N	V		Motion to Approve as presented		O, W, V, N, F		

Juan Carlos Vazquez, County Commissioner Pct. 2

31. Discussion and possible action of approval for Val Verde County to enter into agreement with AEP to install 2 XFMRS and 2 LED Lights in the amount of \$1,841.80 to come out of Precinct 2 Operating budget and grant authority to County Judge to sign AEP CIAC agreement.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-240	V	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

Robert Beau Nettleton, County Commissioner Pct. 3

32. Discussion and possible action on appointing a constable for Precinct 3 as authorized by Chapter 87.041, Texas Local Government Code.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-241	N	F		Motion to approve Andrew Michael Wancho Commissioner Flores removed his 2 nd				
	N	O		Judge Owens 2 nd and Motion failed		N, O	W, F, V	
	O	F		2 nd Motion to have HR to post position on website and open it up to the public. Individuals applying must qualify to be Constable and applications be received no later than March 24, 2023. Agenda item to be on March 28 th meeting to pick a Constable		O, W, F, V	N	

33. Discussion and possible action on approval for Val Verde County to enter into agreement with AEP to install/construct 6 LED lights and 1 XFMR in the amount of \$3,312.69 to come out of Precinct 3 Operating budget and grant authority to County Judge to sign AEP CIAC agreement.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-242	N	V		Motion to Approve as presented		O, W, V, N, F		

34. Discussion and possible action of approval to purchase a defibrillator to be placed at the Alcoa Fields.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-243	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

Gustavo Flores, County Commissioner Pct. 4

35. Discussion and possible action to update the court on the total estimated cost of the Cienegas Road Project.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-244				No Action needed				

36. Discussion and possible action to recommend selection of the top scoring Engineering firm as per the RFQ for the improvements to the Cienegas Road Project and to authorize County Engineer to commence negotiations with selected firm.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-245	F	V		Motion to Table for next meeting		O, W, V, N, F		

Sergio J. Gonzalez, County Court-At- Law Judge

37. Discussion and possible action and consideration authorizing via resolution the Val Verde County Court-At-Law/DWI Specialty Court to apply for the FY 2023 Adult Treatment Court Enhancement Discretionary Grant Program with the Bureau of Justice Assistance, U.S. Department of Justice.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-246	N	V		Motion to Approve as presented		O, W, V, N, F		

38. Discussion and possible action on Automation Magistration Software for the Val Verde County Court-At-Law in the amount of (\$4,750.00) from available appropriations.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-247	N	V		Motion to Approve and pay the rest out of Contingency		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 Library Director

39. Discussion and possible action to approve the Val Verde County Library to accept a donation from Friends of Val Verde County Library for an amount of \$6,000. This check is for the library’s 2023 Summer Reading Program.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-248	F	W		Motion to Approve as presented		O, W, V, N, F		

Carlos Velarde, County Engineer

40. Discussion and possible action on update for the waterline projects.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-249				Update on projects only				

41. Discussion and possible action on Lease Agreement between U.S. Customs and Border Protection, and Val Verde County for a 100ft x100ft area for a relocatable tower at the S.E. Ranch coordinates (29.34266 N, 100.81227 w) upon a review of the County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-250	N	V		Motion to approve the agreement pending receive county approval from Laughlin and FFC		O, W, V, N, F		

42. Discussion and possible action regarding final approval of Replat establishing Lot 9R, Block 3 Rio Diablo South Subdivision out of lots 9 and 10, Block 3, Rio Diablo South Subdivision, Del Rio, Texas.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-251	V	F		Motion to Approve as presented		O, W, V, N, F		

43. Discussion and possible action regarding final approval of Replat establishing Lot 5R, Block 4 Rio Diablo South Subdivision out of lots 5, 6, 7 and 8, Block 4, Rio Diablo South Subdivision, Del Rio, Texas.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-252	V	N		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

44. Discussion and possible action regarding final approval of Replat establishing Lot 24R, Block 5 Rio Diablo South Subdivision out of lots 24, 25, and 26, Block 5, Rio Diablo South Subdivision, Del Rio, Texas.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-253	V	F		Motion to Approve as presented		O, W, V, N, F		

Melissa Vasquez, Purchasing Agent

45. Discussion and possible action to ratify the bid opening date for Bid 23-01 Flight Maintenance Facility at LAFB on 2/28/2023. This is due to the number of questions received by bidders and to provide LAFB civil engineering staff, architectural designer and the US Army Corps of Engineers adequate time to make appropriate modifications to the plans and provide clarification to the request for information received.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-254	N	V		Motion to Approve as presented		O, W, V, N, F		

46. Discussion and possible action to award JC Communications the Community Center Fiber turn-key job priced through CO-OP contract DIR-CPO-4785 in the amount of \$70,611.14 and authorize County Judge to sign contract upon review by County Attorney. Funding has been approved at previous commissioner’s court meeting on 2/14/2023.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-255	N	V		Motion to Approve as presented		O, W, V, N, F		

47. Discussion and possible action to approve the renewal of our maintenance agreement with TK Elevator for the elevators located at the Fitzpatrick Building and the County Courthouse for 60 months at \$440 per month for the first year and a 5% increase thereafter.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-256	N	V		Motion to Approve as presented		O, W, V, N, F		

48. Discussion and possible action regarding transferring the rock saw rental from Precinct 1 to Precinct 2 to utilize for the San Felipe waterline project for the remaining rental period, which is until March 26.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-257	F	W		Motion to Approve as presented		O, W, V, N, F		
				40K out of rental money set aside				

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

49. Discussion and possible action to award Little Acre Nursery the installation of an irrigation system at Roy Musquiz Park’s soccer field area in the amount of \$45,183.00 and authorize County Judge to sign contract upon review by County Attorney.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-258	V	F		Motion to Approve as presented		O, W, V, N, F		

50. Discussion and possible action to authorize County Judge to sign a service agreement acknowledging gWorks acquiring PubWorks and our commitment to continue with our current contract at no additional price increases or changes until contract renews, which is October 1, 2023.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-259	N	V		Motion to Approve as presented		O, W, V, N, F		

51. Discussion and possible action for approval to declare the following items as surplus property and designate for proper disposition. Disposition may include but not limited to auctioned, transferred, recycled, and/or destroyed.

Description	Location
(20) heavy duty cases w/wheels	County Clerk
Xerox Workcenter 6515 printer	County Court At Law
(2) Chairs	County Court At Law

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-260	N	W		Motion to Approve as presented		O, W, V, N, F		

Mireya Rodriguez, Fairgrounds Secretary

52. Discussion and possible action on allowing Babe Ruth League (Ray Torres) the usage of Fairgrounds field #1 for practices for their young majors beginning in April.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-261	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

Jerry Rust, County Fire Chief

53. Discussion and possible action on Fire Department helping Red Cross to install smoke alarms.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-262	N	V		Motion to Approve as presented		O, W, V, N, F		

Joe Frank Martinez, County Sheriff

54. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a HIDTA Task Force position assigned to Drug Enforcement Agency (DEA).

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-263	N	V		Motion to Approve as presented		O, W, V, N, F		

55. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a free Racial Profiling program from Trusted Driver, for a six-month trial period.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-264	N	V		Motion to Approve as presented		O, W, V, N, F		

Juanita Barrera, Human Resources Director

56. Discussion and possible action to approve the Human Resource monthly report from February 15, 2023 through March 14, 2023.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-265	N	V		Motion to approve with change		O, W, V, N, F		
				(Letter N) from resigned to promoted				

A. Sergio Gonzalez, CCAL Judge, requesting the issuance of checks to Judith Zamora, Temp.-Intern, effective March 6, 2023 with an hourly rate of \$10.00. Ms. Zamora is filling in a newly approved position.

B. Lewis G. Owens, County Judge, requesting to stop the distribution of checks to Stephen Berg, Constable Pct. 3, effective February 24, 2023. Mr. Berg has passed away.

C. Elodia Garcia, Tax Assessor/Collector, requesting to stop the distribution of checks to Kassandra Van Hoozier, Deputy Clerk I, effective February 26, 2023. Ms. Van Hoozier has been promoted to Deputy Clerk III.

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

- D. Elodia Garcia, Tax Assessor/Collector, requesting the issuance of checks to Kassandra Van Hoozier, Deputy Clerk III, effective February 27, 2023 with a salary of \$28,000.00. Ms. Van Hoozier is being promoted and is replacing Anna Castro who resigned.
- E. Elodia Garcia, Tax Assessor/Collector, requesting the issuance of checks to Delilah Garza, Deputy Clerk I, effective February 27, 2023 with a salary of \$25,918.66. Ms. Garza is replacing Kassandra Van Hoozier who was promoted.
- F. Elodia Garcia, Tax Assessor/Collector, requesting to stop the distribution of checks to Maritza Villegas, Deputy Clerk I, effective March 3, 2023. Ms. Villegas has been terminated.
- G. Adrian Bitela, Veterans Officer, requesting to stop the distribution of checks to Daniel Chavez Sr., PT-Van Driver, effective February 24, 2023. Mr. Chavez has resigned.
- H. Adrian Bitela, Veterans Officer, requesting to stop the distribution of checks to Amie Maldonado, Receptionist, effective March 3, 2023. Ms. Maldonado has resigned.
- I. Pat Cole, JP Pct. 3, requesting to stop the distribution of checks to Jaqueline Flores, Deputy Clerk, effective February 17, 2023. Ms. Flores has resigned.
- J. Pat Cole, JP Pct. 3, requesting the issuance of checks to Frances Sanchez, Deputy Clerk I, effective February 21, 2023 with a salary of \$25,918.66. Ms. Sanchez is replacing Jaqueline Flores who has resigned.
- K. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Jonathan Rodriguez, Light Equipment Operator, effective February 6, 2023. Mr. Rodriguez has been terminated.
- L. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Fernando Cardenas, Light Equipment Operator, effective March 10, 2023 with a salary of \$28,274.53. Mr. Cardenas is replacing Jonathan Rodriguez who was terminated.
- M. Joe F. Martinez, Sheriff, requesting the issuance of checks to Mario Lozano, Mechanic, effective February 27, 2023 with a salary of \$43,800.00. Mr. Lozano is replacing Mario Rodriguez who retired.
- N. Joe F. Martinez, Sheriff, requesting the issuance of checks to Crystal Garcia, Telecommunicator, effective February 27, 2023 with a salary of \$29,983.30. Ms. Garcia is replacing Rebekah Maldonado who resigned.

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

57. Discussion and possible action on approval to convert position status of "Contractual Labor" of current 3 hired laborers within Pct. 4 to "Temporary or Otherwise" status. Also, to hire two (2) additional laborers as temporary for Pct. 4.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-266	W	F		Motion to move to Temporary Full-Time with overtime and covered under Worker's Comp. \$5K set aside for Precinct 4		O, W, V, N, F		
	O	F		2 nd Motion – to hire two (2) temporary employees out of the balance left from \$30k set aside		O, W, V, N, F		

58. Discussion and possible action to ratify the volunteer job placement contact with Texas Workforce.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-267	N	V		Motion to Approve as presented		O, W, V, N, F		

59. Discussion and possible action on approval to determine where payment should be allocated for badges to access the District Court.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-268	N	V		Motion to Approve as presented		O, W, V, N, F		
				\$450 to come out of contingency for 100 badges				

David E. Martinez, County Attorney

60. 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.

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

E. §551.076 regarding security devices, security audits and/or security personnel

EXECUTIVE SESSION: §551.071(1) (A) §551.071(2)
 §551.071(1) (B) § 551.072 § 551.073 §551.076

OTHER BEGAN @ 11:08 A.M. ENDED @ 11:56 A.M. BREAK @ 10:01 A.M.

RESUMED @ 10:12 A.M. ACTION AFTER EX:

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
23-269				Item # 29 No Action Needed				
23-270	N	V		Item # 8 Motion to Approve as presented		O, W, V, N, F		

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.

61. Commissioner’s comments. None
62. County Judge’s comments. None
63. Adjourn.

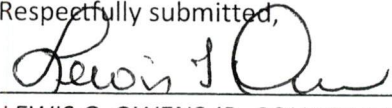
NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the County Judge’s Office at 830-774-7501 at least two (02) business days prior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

The foregoing, recorded in Volume 64, pages 144-264, inclusive, was on this the 25th day of April A.D. 2023, read and is hereby APPROVED.

ATTEST:

TERESA ESTHER CHAPOY
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 E Losoya street

Del Rio, TX 78840

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

March 14, 2023 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.

Aaron D. Rodriguez, County Treasurer

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

Lewis G. Owens Jr., County Judge

10. Discussion and possible action on a Presentation on bond and financial advisors.

11. Presentation for Lifetime Achievement Award by Mark Zollitsch, TAC Healthy Count Rep for Val Verde County.

12. Discussion and possible action on funding for Cienegas Road and projects within the County.

13. Discussion and possible action on accepting participation in the Allergan, CVS, Walgreens, and Walmart Opioid Settlements and granting County Judge authority to sign settlement participation forms.

14. Discussion and possible action on a resolution naming March 2nd and 3rd as William Beckmann Day.

15. Discussion and possible action on a resolution recognizing SFDRISD Track Team.

16. Discussion and possible action for approval for the Whitehead Memorial Museum to get permission to obtain a Beer & Wine license from TABC to sell beer & wine on the grounds of the museum for the annual Cajun Fest Fundraiser on Saturday, April 1, 2023 from 5:00pm to 11:59pm.

17. Discussion and possible action approving Affidavit of Bills Paid and Release of Lien from PATMO Services for TxCDBG 7220479 Alcoa Field Project.

18. Discussion and possible action approving Affidavit of Posting Final Public Hearing Notice for CDBG 7219085 Rise Estates, San Felipe Pastures, Vega Verde Road March 14th at 5:05 PM in Old County Court at Law Building 207B E. Losoya Street Del Rio, Tx.

19. Discussion and possible action approving improvements with construction budget for 2023 CDBG Grant Application for the Alcoa Soccer Fields.

20. Discussion and possible action approving Draw 3 Requesting Reimbursement of \$413,200.00 for Alcoa Baseball Field Project CDBG 7220479.

21. Discussion and possible action approving Force Account for CDBG 7219085 Vega Verde, Rise Estates and San Felipe Waterline Project.

22. Discussion and possible action regarding FY 24 Community Project Funding Request.

23. Discussion and possible action approving Esser & Company Consulting LLC invoice #3 & Final for Alcoa Field Project 7220479.

24. Discussion and possible action approving Sanford Waterworks Invoice #349183 for installation of Infield Sod on Alcoa Baseball Field.

25. Discussion and possible action approving Certificate of Construction Completion PATMO SERVICES 7220479.

26. Discussion and possible action approving Certificate of Construction Completion SANFORD WATERWORKS Irrigation Services 7220479.

27. Discussion and possible action approving Certificate of Construction Completion SANFORD WATERWORKS SOD 7220479.

28. Discussion and possible action Progress Report on Tower Grant for Pandale.

29. Discussion and possible action on approving Val Verde County Detention Facility 1st Amendment to the 2006 Services Agreement and authorizing the County Judge, County Attorney, County Sheriff and Auditor to sign.

30. Discussion and possible action on moving the Court Interrupter for County Court-At-Law contract labor to permanent position.

Juan Carlos Vazquez, County Commissioner Pct. 2

31. Discussion and possible action of approval for Val Verde County to enter into agreement with AEP to install 2 XFMRs and 2 LED Lights in the amount of \$1,841.80 to come out of Precinct 2 Operating budget and grant authority to County Judge to sign AEP CIAC agreement.

Robert Beau Nettleton, County Commissioner Pct. 3

32. Discussion and possible action on appointing a constable for Precinct 3 as authorized by Chapter 87.041, Texas Local Government Code.

33. Discussion and possible action on approval for Val Verde County to enter into agreement with AEP to install/construct 6 LED lights and 1 XFMR in the amount of \$3,312.69 to come out of Precinct 3 Operating budget and grant authority to County Judge to sign AEP CIAC agreement.

34. Discussion and possible action of approval to purchase a defibrillator to be placed at the Alcoa Fields.

Gustavo Flores, County Commissioner Pct. 4

35. Discussion and possible action to update the court on the total estimated cost of the Cienegas Road Project.

36. Discussion and possible action to recommend selection of the top scoring Engineering firm as per the RFQ for the improvements to the Cienegas Road Project and to authorize County Engineer to commence negotiations with selected firm.

Sergio J. Gonzalez, County Court-At- Law Judge

37. Discussion and possible action and consideration authorizing via resolution the Val Verde County Court-At-Law/DWI Specialty Court to apply for the FY 2023 Adult Treatment Court Enhancement Discretionary Grant Program with the Bureau of Justice Assistance, U.S. Department of Justice.

38. Discussion and possible action on Automation Magistration Software for the Val Verde County Court-At-Law in the amount of (\$4,750.00) from available appropriations.

David Bond, County Library Director

39. Discussion and possible action to approve the Val Verde County Library to accept a donation from Friends of Val Verde County Library for an amount of \$6,000. This check is for the library's 2023 Summer Reading Program.

Carlos Velarde, County Engineer

40. Discussion and possible action on update for the waterline projects.
41. Discussion and possible action on Lease Agreement between U.S. Customs and Border Protection, and Val Verde County for a 100ft x100ft area for a relocatable tower at the S.E. Ranch coordinates (29.34266 N, 100.81227 w) upon a review of the County Attorney.
42. Discussion and possible action regarding final approval of Replat establishing Lot 9R, Block 3 Rio Diablo South Subdivision out of lots 9 and 10, Block 3, Rio Diablo South Subdivision, Del Rio, Texas.
43. Discussion and possible action regarding final approval of Replat establishing Lot 5R, Block 4 Rio Diablo South Subdivision out of lots 5, 6, 7 and 8, Block 4, Rio Diablo South Subdivision, Del Rio, Texas.
44. Discussion and possible action regarding final approval of Replat establishing Lot 24R, Block 5 Rio Diablo South Subdivision out of lots 24, 25, and 26, Block 5, Rio Diablo South Subdivision, Del Rio, Texas.

Melissa Vasquez, Purchasing Agent

45. Discussion and possible action to ratify the bid opening date for Bid 23-01 Flight Maintenance Facility at LAFB on 2/28/2023. This is due to the number of questions received by bidders and to provide LAFB civil engineering staff, architectural designer and the US Army Corps of Engineers adequate time to make appropriate modifications to the plans and provide clarification to the request for information received.
46. Discussion and possible action to award JC Communications the Community Center Fiber turn-key job priced through CO-OP contract DIR-CPO-4785 in the amount of \$70,611.14 and authorize County Judge to sign contract upon review by County Attorney. Funding has been approved at previous commissioner's court meeting on 2/14/2023.

47. Discussion and possible action to approve the renewal of our maintenance agreement with TK Elevator for the elevators located at the Fitzpatrick Building and the County Courthouse for 60 months at \$440 per month for the first year and a 5% increase thereafter.

48. Discussion and possible action regarding transferring the rock saw rental from Precinct 1 to Precinct 2 to utilize for the San Felipe waterline project for the remaining rental period, which is until March 26.

49. Discussion and possible action to award Little Acre Nursery the installation of an irrigation system at Roy Musquiz Park’s soccer field area in the amount of \$45,183.00 and authorize County Judge to sign contract upon review by County Attorney.

50. Discussion and possible action to authorize County Judge to sign a service agreement acknowledging gWorks acquiring PubWorks and our commitment to continue with our current contract at no additional price increases or changes until contract renews, which is October 1, 2023.

51. Discussion and possible action for approval to declare the following items as surplus property and designate for proper disposition. Disposition may include but not limited to auctioned, transferred, recycled, and/or destroyed.

<u>Description</u>	<u>Location</u>
(20) heavy duty cases w/wheels	County Clerk
Xerox Workcenter 6515 printer	County Court At Law
(2) Chairs	County Court At Law

Mireya Rodriguez, Fairgrounds Secretary

52. Discussion and possible action on allowing Babe Ruth League (Ray Torres) the usage of Fairgrounds field #1 for practices for their young majors beginning in April.

Jerry Rust, County Fire Chief

53. Discussion and possible action on Fire Department helping Red Cross to install smoke alarms.

Joe Frank Martinez, County Sheriff

54. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a HIDTA Task Force position assigned to Drug Enforcement Agency (DEA).

55. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a free Racial Profiling program from Trusted Driver, for a six-month trial period.

Juanita Barrera, Human Resources Director

56. Discussion and possible action to approve the Human Resource monthly report from February 15, 2023 through March 14, 2023.

- A. Sergio Gonzalez, CCAL Judge, requesting the issuance of checks to Judith Zamora, Temp.-Intern, effective March 6, 2023 with an hourly rate of \$10.00. Ms. Zamora is filling in a newly approved position.
- B. Lewis G. Owens, County Judge, requesting to stop the distribution of checks to Stephen Berg, Constable Pct. 3, effective February 24, 2023. Mr. Berg has passed away.
- C. Elodia Garcia, Tax Assessor/Collector, requesting to stop the distribution of checks to Kassandra Van Hoozier, Deputy Clerk I, effective February 26, 2023. Ms. Van Hoozier has been promoted to Deputy Clerk III.
- D. Elodia Garcia, Tax Assessor/Collector, requesting the issuance of checks to Kassandra Van Hoozier, Deputy Clerk III, effective February 27, 2023 with a salary of \$28,000.00. Ms. Van Hoozier is being promoted and is replacing Anna Castro who resigned.
- E. Elodia Garcia, Tax Assessor/Collector, requesting the issuance of checks to Delilah Garza, Deputy Clerk I, effective February 27, 2023 with a salary of \$25,918.66. Ms. Garza is replacing Kassandra Van Hoozier who was promoted.

- F. Elodia Garcia, Tax Assessor/Collector, requesting to stop the distribution of checks to Maritza Villegas, Deputy Clerk I, effective March 3, 2023. Ms. Villegas has been terminated.
- G. Adrian Bitela, Veterans Officer, requesting to stop the distribution of checks to Daniel Chavez Sr., PT-Van Driver, effective February 24, 2023. Mr. Chavez has resigned.
- H. Adrian Bitela, Veterans Officer, requesting to stop the distribution of checks to Amie Maldonado, Receptionist, effective March 3, 2023. Ms. Maldonado has resigned.
- I. Pat Cole, JP Pct. 3, requesting to stop the distribution of checks to Jaqueline Flores, Deputy Clerk, effective February 17, 2023. Ms. Flores has resigned.
- J. Pat Cole, JP Pct. 3, requesting the issuance of checks to Frances Sanchez, Deputy Clerk I, effective February 21, 2023 with a salary of \$25,918.66. Ms. Sanchez is replacing Jaqueline Flores who has resigned.
- K. Gustavo Flores, Commissioner Pct. 4, requesting to stop the distribution of checks to Jonathan Rodriguez, Light Equipment Operator, effective February 6, 2023. Mr. Rodriguez has been terminated.
- L. Gustavo Flores, Commissioner Pct. 4, requesting the issuance of checks to Fernando Cardenas, Light Equipment Operator, effective March 10, 2023 with a salary of \$28,274.53. Mr. Cardenas is replacing Jonathan Rodriguez who was terminated.
- M. Joe F. Martinez, Sheriff, requesting the issuance of checks to Mario Lozano, Mechanic, effective February 27, 2023 with a salary of \$43,800.00. Mr. Lozano is replacing Mario Rodriguez who retired.
- N. Joe F. Martinez, Sheriff, requesting the issuance of checks to Crystal Garcia, Telecommunicator, effective February 27, 2023 with a salary of \$29,983.30. Ms. Garcia is replacing Rebekah Maldonado who resigned.
- 57. Discussion and possible action on approval to convert position status of "Contractual Labor" of current 3 hired laborers within Pct. 4 to "Temporary or Otherwise" status. Also, to hire two (2) additional laborers as temporary for Pct. 4.

58. Discussion and possible action to ratify the volunteer job placement contact with Texas Workforce.

59. Discussion and possible action on approval to determine where payment should be allocated for badges to access the District Court.

David E. Martinez, County Attorney

60. 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.
- E. §551.076 regarding security devices, security audits and/or security personnel

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.

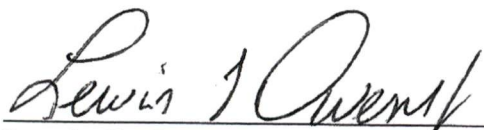
61. Commissioners' comments.

62. County Judge's comments.

63. 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 March 28, 2023 @ 9:00 a.m.
Agenda Items are due Thursday, March 23, 2023 @ 4:00p.m.



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

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN
BOARD ON MARCH 10, 2023: AT 3:15 A.M.~~P.M.~~**

2023 MAR 10 P 3:15

FILED



3-14-23

Expense Approval Report
By Segment (Select Below)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 0001 - Hail Damage					
De La Paz Cleaning and Rental S...	1009	02/10/2023	Fairgrnds - Grandstnd Rplc	1812-0001-30-18011	4,500.00
De La Paz Cleaning and Rental S...	1009	02/10/2023	Fairgrnds - Grandstnd Rplc	1812-0001-30-18011	10,000.00
Department 0001 - Hail Damage Total:					14,500.00
Department: 1038 - 1038					
PATMO Services, LLC	24548	01/31/2023	TCDBG - Electrical/Lighting	2666-1038-34-26450	77,259.80
Dunaway Associates, LLC	59849	02/20/2023	TCDBG - Engineering	2666-1038-34-26090	236.81
Dunaway Associates, LLC	59849	02/20/2023	TCDBG - Engineering	2666-1038-34-26090	2,286.78
Dunaway Associates, LLC	59850	02/20/2023	TCDBG - Engineering	2666-1038-34-26090	15,016.70
Department 1038 - 1038 Total:					94,800.09
Department: 1048 - 1048					
Galls	023661130	02/23/2023	BPV - Vests	2666-1048-33-26010	2,400.00
Department 1048 - 1048 Total:					2,400.00
Department: 1093 - .					
Card Service Center	0584-21.73	01/26/2023	BPU - Fuel	2666-1093-31-26360	21.73
Card Service Center	0584-71.62	01/27/2023	BPU - Fuel	2666-1093-31-26360	71.62
AT&T Mobility	287294892869X02272023-1	02/19/2023	BPU - Cell Svc	2666-1093-31-26360	39.32
AT&T Mobility	287294892869X02272023-2	02/19/2023	BPU - Cell Svc	2666-1093-31-26360	39.32
Tom Wylie	2/28/2023	02/28/2023	BPU - Mileage	2666-1093-31-26100	360.25
Department 1093 - . Total:					532.24
Department: 1098 - .					
Denton Navarro Rocha Bernal &...	47295	01/13/2023	BPU - Legal Svc	2666-1098-31-26170	8,415.00
Card Service Center	0568-49.00	01/29/2023	BPU - Fuel	2666-1098-31-26360	49.00
Card Service Center	0568-49.20	01/29/2023	BPU - Fuel	2666-1098-31-26360	49.20
Card Service Center	0568-15.00	02/01/2023	BPU - Fuel	2666-1098-31-26360	15.00
Card Service Center	0568-756.55-1	02/03/2023	BPU - Hotel	2666-1098-31-26100	516.00
Card Service Center	0568-756.55-1	02/03/2023	BPU - Hotel	2666-1098-31-26100	240.55
Department 1098 - . Total:					9,284.75
Department: 1103 - .					
Agate Steel	14011	12/31/2022	DEAAG - Sunshades	2666-1103-30-26082	89,944.93
Department 1103 - . Total:					89,944.93
Department: 1105 - .					
Fleetcor Technologies	NP63937118-2	03/03/2023	VAG - Fuel	2666-1105-35-26280	577.15
Department 1105 - . Total:					577.15
Department: 1106 - .					
Charter Communications Holdi...	0067836021823	02/18/2023	HIDTA - Internet	2666-1106-33-26220	154.99
Department 1106 - . Total:					154.99
Department: 1109 - .					
Oscar J. Sagace	013-1	02/28/2023	DWI - Counseling	2666-1109-31-26170	800.00
Luis F Arroyo	12-2022	02/28/2023	DWI - Compliance Officer	2666-1109-31-26170	777.00
Alicia M Menchaca	13	02/28/2023	DWI - Counseling	2666-1109-31-26170	250.00
Orlando Venegas	13	02/28/2023	DWI - Counseling	2666-1109-31-26170	1,200.00
Sandra Hernandez	22/23-12	02/28/2023	DWI - Education Specialist	2666-1109-31-26170	875.00
Israel Prieto Jr	12-IPJ22-23	03/01/2023	DWI - Compliance Officer	2666-1109-31-26170	345.00
Department 1109 - . Total:					4,247.00
Department: 1111 - General Fund					
PATMO Services, LLC	24548-1	01/31/2023	ARPA - Electrical/Lighting	1814-1111-34-16550	17,719.00
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	58,260.16
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	4,937.24
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	12,836.88
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	29,623.86

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	38,510.92
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	181.96
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	1,213.06
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	1,512.82
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	2,340.36
GCS Technologies Inc.	CVV80782	02/07/2023	ARPA - Data Refresh	1814-1111-34-16310	1,091.76
GCS Technologies Inc.	CVV80978	02/13/2023	ARPA - Software	1814-1111-34-16310	1,156.00
GCS Technologies Inc.	CVV80978	02/13/2023	ARPA - Software	1814-1111-34-16310	1,156.00
GCS Technologies Inc.	CVV80978	02/13/2023	ARPA - Software	1814-1111-34-16310	1,156.00
PATMO Services, LLC	24566	02/21/2023	ARPA/TCDBG - Elecl/Lighting	1814-1111-34-16550	39,668.20
Diego Hernandez	5	02/22/2023	ARPA - Contract Labor	1814-1111-34-16560	104.00
Sanford Water Works & Landsc...	349053	02/24/2023	ARPA - Irrigation Syst	1814-1111-34-16500	5,669.47
Rocky Hill Equipment Rentals, L...	42004	02/28/2023	ARPA - Rocksaw Rental	1814-1111-34-16560	47,444.00
William R. Richter	786658	02/28/2023	ARPA - Sandy Loam	1814-1111-34-16511	5,000.00
Sentry Security Service	273402-1	03/01/2023	Crthse Sec - Monitoring Svc	1725-1111-30-16000	48.50
Ascencio Hernandez	5	03/07/2023	ARPA - Contract Labor	1814-1111-34-16560	962.00
Raymundo Rodriguez Sr.	6	03/07/2023	ARPA - Contract Labor	1814-1111-34-16560	1,080.00
Department 1111 - General Fund Total:					271,672.19

Department: 1200 - County Judge

Quill Corporation	30953675	02/22/2023	Co Judge - Office	1111-1200-30-16000	24.64
Card Service Center	02/24/2023	02/24/2023	Co Judge - Finance Charge	1111-1200-30-16000	171.14
Card Service Center	02/24/2023	02/24/2023	EM - Finance Charge	1111-1200-30-16420	30.06
Fleetcor Technologies	NP63937118-1	03/03/2023	Co Judge - Fuel	1111-1200-30-16200	38.42
Department 1200 - County Judge Total:					264.26

Department: 1201 - County Clerk

Edoctec	19821	01/01/2023	Co Clerk - Annual Maint	1111-1201-30-16302	14,671.25
Quill Corporation	30788381	02/13/2023	Co Clerk - Office	1111-1201-30-16000	57.69
Val Verde County	950	02/17/2023	Co Clerk - Copy Paper	1111-1201-30-16000	462.20
Government Forms and Supplie...	0339446	02/20/2023	Co Clerk - Marriage Lic	1111-1201-30-16000	1,520.70
Amazon.com LLC	1HVG-K9L7-66TY	02/22/2023	Co Clerk - Handset	1111-1201-30-16000	148.50
Amistad Snack & Coffee Service	7239	02/23/2023	Co Clerk - Coffee	1111-1201-30-16000	70.00
Government Forms and Supplie...	0339647	02/28/2023	Co Clerk - Recording Paper	1111-1201-30-16000	480.00
Government Forms and Supplie...	0339647	02/28/2023	Co Clerk - Recording Paper	1111-1201-30-16000	890.00
Government Revenue Solutions...	INVB-042960	02/28/2023	Co Clerk - Land Records	1709-1201-30-16480	2,142.45
Texas College of Probate Judges	03/09/2023	03/09/2023	Co Clerk - Reg Fee	1111-1201-30-16200	420.00
Texas College of Probate Judges	03/09/2023-1	03/09/2023	Co Clerk - Reg Fee	1111-1201-30-16200	420.00
Texas Association of Counties	338767	04/02/2023	Co Clerk - Reg Fee	1111-1201-30-16200	230.00
Texas Association of Counties	338768	04/02/2023	Co Clerk - Reg Fee	1111-1201-30-16200	230.00
Texas Association of Counties	338816	04/02/2023	Co Clerk - Reg Fee	1111-1201-30-16200	230.00
Department 1201 - County Clerk Total:					21,972.79

Department: 1203 - Veteran's Office

Xerox	018230681	02/04/2023	Vet - Prints	1111-1203-30-16000	44.12
Thompson Tire Center	5137	02/22/2023	Vet - Tire Rotation	1111-1203-30-76370	28.93
Bowlin's Ten Minute	5754	02/22/2023	Vet - Oil Chg	1111-1203-30-76370	91.95
Emilio Ruiz	601762	02/23/2023	Vet - Car Wash	1111-1203-30-76370	65.00
Bowlin's Ten Minute	5758	03/01/2023	Vet - Inspection	1111-1203-30-16000	7.00
City of Del Rio	03/29/2023	03/29/2023	Vet - Facility Rental	1111-1203-30-16000	814.00
Department 1203 - Veteran's Office Total:					1,051.00

Department: 1204 - 63rd District Court

Xerox	018125056	02/01/2023	63rd - Prints	1111-1204-31-16000	76.46
Xerox	018125056	02/01/2023	63rd - Copier	1111-1204-31-16475	181.55
Quill Corporation	30569987	02/02/2023	63rd - Office	1111-1204-31-16000	28.48
Quill Corporation	30584043	02/02/2023	63rd - Office	1111-1204-31-16000	15.80
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	14.52
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	7.30
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	11.72
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	15.99
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	22.65
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	25.08

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	30.92
Quill Corporation	30589738	02/02/2023	63rd - Office	1111-1204-31-16000	159.56
Card Service Center	0032-24.00	02/03/2023	63rd - Box Rental	1111-1204-31-16000	24.00
Quill Corporation	30597114	02/03/2023	63rd - Office	1111-1204-31-16000	19.54
Quill Corporation	30598554	02/03/2023	63rd - Office	1111-1204-31-16000	23.92
Card Service Center	0302-144.56	02/08/2023	63rd - Juror Meals	1111-1204-31-16460	144.56
Card Service Center	0302-29.37	02/10/2023	63rd - Juror Meals	1111-1204-31-16460	29.37
Card Service Center	0302-33.41	02/14/2023	63rd - Juror Meals	1111-1204-31-16460	33.41
Card Service Center	0302-35.50	02/15/2023	63rd - Juror Meals	1111-1204-31-16460	35.50
Card Service Center	0302-116.21	02/16/2023	63rd - Juror Meals	1111-1204-31-16460	116.21
Card Service Center	0302-19.91	02/16/2023	63rd - Juror Meals	1111-1204-31-16460	19.91
Pitney Bowes Inc.	3317078107	02/24/2023	63rd - Postage Meter	1111-1204-31-16000	175.98
Department 1204 - 63rd District Court Total:					1,212.43
Department: 1205 - District Clerk					
Card Service Center	0633-(45.36)	01/26/2023	Dist Clerk - Credit Memo	1111-1205-31-16200	-45.36
Quill Corporation	30795981	02/14/2023	Dist Clerk - Office	1111-1205-31-16000	196.80
Pitney Bowes Inc.	3317075878	02/24/2023	Dist Clerk - Postage Meter	1111-1205-31-16000	278.43
Iron Mountain	HHWW631	02/28/2023	Dist Clerk - Storage	1111-1205-31-16000	75.00
Xerox	018323833	03/01/2023	Dist Clerk - Prints	1111-1205-31-16000	79.66
Xerox	018323833	03/01/2023	Dist Clerk - Copier	1111-1205-31-16415	149.41
Department 1205 - District Clerk Total:					733.94
Department: 1207 - JP#2					
Antonio Faz III	3/26/2023	03/28/2023	JP 2 - Meals/Mileage	1111-1207-31-16200	363.13
Antonio Faz III	3/26/2023	03/28/2023	JP 2 - Meals/Mileage	1111-1207-31-16200	138.00
Texas State University-San Mar...	65839	04/25/2023	JP 2 - Reg Fee	1111-1207-31-16200	20.00
Texas State University-San Mar...	65839	04/25/2023	JP 2 - Reg Fee	1111-1207-31-16200	30.00
Department 1207 - JP#2 Total:					551.13
Department: 1208 - JP#3					
Pitney Bowes Inc.	3317070931	02/24/2023	JP 3 - Postage Meter	1111-1208-31-16000	182.61
Department 1208 - JP#3 Total:					182.61
Department: 1209 - JP#4					
Hilda Lopez	3/26/2023	03/28/2023	JP 4 - Meals/Mileage	1111-1209-31-16200	138.00
Hilda Lopez	3/26/2023	03/28/2023	JP 4 - Meals/Mileage	1111-1209-31-16200	351.74
Department 1209 - JP#4 Total:					489.74
Department: 1210 - County Court at Law					
CDW Government Inc.	G559314	02/13/2023	CCL - Printer	1111-1210-31-16000	311.00
AT&T Mobility	287294892869X02272023-3	02/19/2023	DWI - Cell Svc	1732-1210-31-16000	41.53
AT&T Mobility	287294892869X02272023-4	02/19/2023	DWI - Cell Svc	1732-1210-31-16000	41.53
Dell Marketing L.P.	10654768946	02/25/2023	CCL - Video Port	1111-1210-31-16000	23.66
Amazon.com LLC	136D-CXRY-KDNW	02/25/2023	CCL - Port Cable	1111-1210-31-16000	21.24
Department 1210 - County Court at Law Total:					438.96
Department: 1211 - County Attorney					
Pitney Bowes Inc.	3317076654	02/24/2023	Co Atty - Postage Meter	1111-1211-31-16000	182.61
Thomson Reuter - West	848007180	03/04/2023	Co Atty - Subscription	1111-1211-31-16000	1,604.50
Department 1211 - County Attorney Total:					1,787.11
Department: 1212 - County Auditor					
Card Service Center	1540-170.96	02/08/2023	Auditor - Hotel	1111-1212-30-16200	170.96
Dell Marketing L.P.	10654301434	02/23/2023	Auditor - Video Port	1111-1212-30-16000	47.32
Capital One, N.A.	09215	02/27/2023	Auditor - Supplies	1111-1212-30-16000	9.92
Matthew S. Weingardt	3/22/2023	03/24/2023	Auditor - Meals/Mileage	1111-1212-30-16200	495.50
Department 1212 - County Auditor Total:					723.70
Department: 1213 - County Treasurer					
Quill Corporation	30788395	02/13/2023	Treas - Office	1111-1213-30-16000	20.86
Quill Corporation	30788395	02/13/2023	Treas - Office	1111-1213-30-16000	60.24
Quill Corporation	30788395	02/13/2023	Treas - Office	1111-1213-30-16000	207.50
Quill Corporation	30788395	02/13/2023	Treas - Office	1111-1213-30-16000	27.90
Aaron Rodriguez	3/20/2023	03/22/2023	Treas - Meals	1111-1213-30-16200	138.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Aaron Rodriguez	3/20/2023	03/22/2023	Treas - Mileage	1111-1213-30-16200	306.54
Department 1213 - County Treasurer Total:					761.04
Department: 1214 - County Tax Collector					
Pitney Bowes Inc.	3317070681	02/24/2023	Tax - Postage Meter	1111-1214-30-16000	414.90
Elodia Garcia	3/26/2023	03/29/2023	Tax - Meals	1111-1214-30-16200	184.00
Cecilia Martinez	3/26/2023	03/29/2023	Tax - Meals/Mileage	1111-1214-30-16200	447.97
Department 1214 - County Tax Collector Total:					1,046.87
Department: 1215 - IT Department					
Lands' End Business Ourfiters	SIN11013620	02/16/2023	IT - Shirts	1111-1215-30-16000	113.84
Lands' End Business Ourfiters	SIN11013620	02/16/2023	IT - Shirts	1111-1215-30-16000	22.49
Lands' End Business Ourfiters	SIN11013620	02/16/2023	IT - Shirts	1111-1215-30-16000	49.70
Amazon.com LLC	1991-QMML-9LNF	02/23/2023	IT - Office	1111-1215-30-16000	92.99
Home Depot Dept 32-2540929...	3014540	02/28/2023	IT - Material	1111-1215-30-16000	46.10
Home Depot Dept 32-2540929...	2520235	03/01/2023	IT - Material	1111-1215-30-16000	39.22
Fleetcor Technologies	NP63937118-1	03/03/2023	IT - Fuel	1111-1215-30-17061	61.50
Home Depot Dept 32-2540929...	5520759	03/08/2023	IT - Material	1111-1215-30-16000	19.98
Department 1215 - IT Department Total:					445.82
Department: 1216 - Purchasing Department					
Card Service Center	0032-60.06	02/01/2023	Purch - Fuel	1111-1216-30-17061	60.06
Card Service Center	5307-38.01	02/14/2023	Purch - Fuel	1111-1216-30-16200	38.01
Card Service Center	5307-12.79	02/17/2023	Purch - Fuel	1111-1216-30-16200	12.79
Card Service Center	5307-17.00	02/17/2023	Purch - Fuel	1111-1216-30-16200	17.00
Card Service Center	5307-316.91	02/17/2023	Purch - Hotel	1111-1216-30-16200	316.91
Card Service Center	5307-35.00	02/17/2023	Purch - Fuel	1111-1216-30-16200	35.00
LD Products, Inc.	SIP-0020861543	02/23/2023	Purch - Toners	1111-1216-30-16000	17.99
LD Products, Inc.	SIP-0020861543	02/23/2023	Purch - Toners	1111-1216-30-16000	17.99
LD Products, Inc.	SIP-0020861543	02/23/2023	Purch - Toners	1111-1216-30-16000	31.98
Department 1216 - Purchasing Department Total:					547.73
Department: 1217 - County Agent					
Card Service Center	6280-42.23	01/27/2023	Co Agent - Fuel	1111-1217-30-16201	42.23
Card Service Center	6280-73.77	01/31/2023	Co Agent - Fuel	1111-1217-30-16201	73.77
Card Service Center	6280-75.38	02/03/2023	Co Agent - Fuel	1111-1217-30-16201	75.38
Card Service Center	6280-450.66	02/05/2023	Co Agent - Hotel	1111-1217-30-16202	450.66
Card Service Center	4990-322.68	02/09/2023	Co Agent - Hotel	1111-1217-30-16203	322.68
Card Service Center	6280-69.92	02/11/2023	Co Agent - Fuel	1111-1217-30-16201	69.92
Capital One, N.A.	02881	02/14/2023	Co Agent - Tires	1111-1217-30-16205	39.92
Capital One, N.A.	02881	02/14/2023	Co Agent - Tires	1111-1217-30-16205	11.92
Card Service Center	6280-62.47	02/20/2023	Co Agent - Fuel	1111-1217-30-16201	62.47
Sigmon Hardware, LLC	491769	02/22/2023	Co Agent - Supplies	1111-1217-30-16205	54.91
Sigmon Hardware, LLC	491798	02/23/2023	Co Agent - Supplies	1111-1217-30-16205	17.21
Card Service Center	02/24/2023	02/24/2023	Co Agent - Finance Charge	1111-1217-30-16000	58.31
Xerox	018323832	03/01/2023	Co Agent - Prints	1111-1217-30-16000	6.70
Xerox	018323832	03/01/2023	Co Agent - Copier	1111-1217-30-16415	162.46
Val Verde County	955	03/01/2023	Co Agent - Tissue/Copy Paper	1111-1217-30-16000	107.86
Val Verde County	955	03/01/2023	Co Agent - Tissue/Copy Paper	1111-1217-30-16000	92.44
Fleetcor Technologies	NP63937118-1	03/03/2023	Co Agent - Fuel	1111-1217-30-16201	76.39
Sigmon Hardware, LLC	492047	03/06/2023	Co Agent - Supplies	1111-1217-30-16205	24.94
Sigmon Hardware, LLC	492136	03/08/2023	Co Agent - Supplies	1111-1217-30-16205	81.95
Department 1217 - County Agent Total:					1,832.12
Department: 1218 - Library					
Baker & Taylor Books	5018175941	02/08/2023	Lib - Audiobooks	1111-1218-36-16680	18.94
Baker & Taylor Books	5018159652	02/13/2023	Lib - Audiobooks	1111-1218-36-16680	476.72
Oriental Trading Company	722902425-01	02/13/2023	Lib - Office	1111-1218-36-16000	8.99
Oriental Trading Company	722902425-01	02/13/2023	Lib - Office	1111-1218-36-16000	10.99
Oriental Trading Company	722902425-01	02/13/2023	Lib - Office	1111-1218-36-16000	39.99
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	49.70
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	49.86
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	30.90
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	31.36

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	32.96
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	34.90
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	41.96
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	46.41
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	49.90
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	19.85
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	14.88
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	9.94
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	9.76
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	8.98
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	8.66
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	15.88
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	27.20
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	26.90
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	23.88
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	6.64
Capital One, N.A.	03536	02/16/2023	Lib - Supplies	1111-1218-36-16000	19.90
Demco Inc	7263423	02/16/2023	Lib - Office	1111-1218-36-16000	8.37
Demco Inc	7263423	02/16/2023	Lib - Office	1111-1218-36-16000	9.30
Demco Inc	7263423	02/16/2023	Lib - Office	1111-1218-36-16000	9.30
Demco Inc	7263423	02/16/2023	Lib - Office	1111-1218-36-16000	258.63
Demco Inc	7263423	02/16/2023	Lib - Office	1111-1218-36-16000	18.03
Sigmon Hardware, LLC	491800	02/23/2023	Lib - Supplies	1111-1218-36-16000	83.20
Sigmon Hardware, LLC	491822	02/23/2023	Lib - Supplies	1111-1218-36-16000	30.89
Midwest Tape, LLC	503411760	02/23/2023	Lib - DVD's	1111-1218-36-16680	25.49
TFS Leasing	79114487	02/25/2023	Lib - Copier	1111-1218-36-16415	228.65
Sigmon Hardware, LLC	491913	02/28/2023	Lib - Supplies	1111-1218-36-16000	102.53
Department 1218 - Library Total:					1,890.44
Department: 1219 - Rural Fire & EMS					
Card Service Center	0500-103.88	02/07/2023	Fire - Hotel	1111-1219-33-16200	103.88
Card Service Center	0500-104.86	02/08/2023	Fire - Hotel	1111-1219-33-16200	104.86
Card Service Center	0500-117.00	02/08/2023	Fire - Fuel	1111-1219-33-16200	117.00
Card Service Center	0500-51.16	02/17/2023	Fire - Fuel	1111-1219-33-16200	51.16
Pro Auto Supply	575394	02/22/2023	Fire - Parts	1111-1219-33-16000	66.24
Pro Auto Supply	575414	02/22/2023	Fire - Credit Memo	1111-1219-33-16000	-13.40
Sigmon Hardware, LLC	491845	02/24/2023	Fire - Supplies	1111-1219-33-16000	23.99
Brown Automotive Center	343317	02/27/2023	Fire - Unit C-2 Rprs	1111-1219-33-16000	720.32
Brown Automotive Center	343317	02/27/2023	Fire - Unit C-2 Rprs	1111-1219-33-16000	29.40
Brown Automotive Center	343317	02/27/2023	Fire - Unit C-2 Rprs	1111-1219-33-16000	700.00
Patricia G. Rust	26	02/28/2023	Fire - Volunteer Pay	1111-1219-33-16480	300.00
Joseph T Wertz	31	02/28/2023	Fire - Volunteer Pay	1111-1219-33-16480	150.00
Pico Propane Operating	315293	03/01/2023	Fire - Fuel	1111-1219-33-16000	3,115.58
Penguin Management Inc.	73705	03/01/2023	Fire - eDispatch	1111-1219-33-16000	972.00
Department 1219 - Rural Fire & EMS Total:					6,441.03
Department: 1220 - Parks & Building Maintenance					
Card Service Center	0032-75.58-1	01/27/2023	BM - Fan Belt	1111-1220-37-16520	75.58
Charter Communications Holdi...	0557349020123	02/01/2023	BM - Utilities	1111-1220-37-16503	98.24
Card Service Center	0032-260.00	02/09/2023	BM - Permits	1111-1220-37-16330	260.00
City of Del Rio	51-000348-00-02/17/2023	02/17/2023	BM - Utilities	1111-1220-37-16503	385.14
City of Del Rio	51-004810-00-02/17/2023	02/17/2023	BM - Utilities	1111-1220-37-16503	443.28
City of Del Rio	51-033300-01-02/17/2023	02/17/2023	BM - Utilities	1111-1220-37-16503	342.12
Frontier Southwest Incorporated	010500-5-2/19/23	02/19/2023	BM - Utilities	1111-1220-37-16503	84.22
Charter Communications Holdi...	0155365021923	02/19/2023	Comm Center - Internet	1111-1220-37-16503	159.82
Frontier Southwest Incorporated	062189-5-2/19/23	02/19/2023	BM - Utilities	1111-1220-37-16503	3,593.73
Frontier Southwest Incorporated	120215-5-2/19/23	02/19/2023	BM - Utilities	1111-1220-37-16503	88.51
Frontier Southwest Incorporated	1359-010500-5-2/19/23	02/19/2023	BM - Utilities	1111-1220-37-16503	85.27
AT&T Mobility	287294892869X02272023	02/19/2023	BM - Utilities	1111-1220-37-16503	3,536.03
Charter Communications Holdi...	0681883022023	02/20/2023	CAB - Internet	1111-1220-37-16503	1,542.05
Direct Energy Marketing, Inc	230510051092734	02/20/2023	BM - Utilities	1111-1220-37-16503	39,631.61
Lake Ridge Water System	10078840-02/21	02/21/2023	BM - Utilities	1111-1220-37-16503	97.35

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pico Propane Operating	304961	02/21/2023	BM - Fuel	1111-1220-37-16201	272.29
Pico Propane Operating	305522	02/21/2023	BM - Fuel	1111-1220-37-16201	2,921.25
City of Del Rio	40-004700-00-02/21/2023	02/21/2023	BM - Utilities	1111-1220-37-16503	73.02
Charter Communications Holdi...	0076514022223	02/22/2023	Crthse - Internet	1111-1220-37-16503	160.82
Frontier Southwest Incorporated	020315-5-02/22/23	02/22/2023	BM - Utilities	1111-1220-37-16503	59.83
Sentry Security Service	273442	02/22/2023	BM - Svc Call	1111-1220-37-16330	294.82
Sigmon Hardware, LLC	491760	02/22/2023	BM - Rental	1111-1220-37-16330	20.00
Sigmon Hardware, LLC	491771	02/22/2023	BM - Supplies	1111-1220-37-16330	14.20
T.J. Moore Lumber	553706	02/22/2023	BM - Material	1111-1220-37-16330	18.90
McCoy's	8880883	02/22/2023	BM - Material	1111-1220-37-16330	4.40
Val Verde County	951	02/22/2023	Dist Clerk - Tissue	1111-1220-37-16330	107.84
Val Verde County	951	02/22/2023	Dist Clerk - Towels	1111-1220-37-16330	90.06
Val Verde County	952	02/22/2023	CAB - Towels	1111-1220-37-16330	45.03
Val Verde County	952	02/22/2023	CAB - Tissue	1111-1220-37-16330	53.92
Financial Servicing, LLC	14399483	02/23/2023	BM - Utilities	1111-1220-37-16503	3,996.00
Financial Servicing, LLC	14399484	02/23/2023	BM - Utilities	1111-1220-37-16503	82.54
Financial Servicing, LLC	14399485	02/23/2023	BM - Utilities	1111-1220-37-16503	46.18
Financial Servicing, LLC	14399486	02/23/2023	BM - Utilities	1111-1220-37-16503	38.97
Sigmon Hardware, LLC	491783	02/23/2023	BM - Supplies	1111-1220-37-16330	1.29
Sigmon Hardware, LLC	491789	02/23/2023	BM - Supplies	1111-1220-37-16330	44.98
Sigmon Hardware, LLC	491818	02/23/2023	BM - Supplies	1111-1220-37-16330	13.16
Sigmon Hardware, LLC	491824	02/23/2023	BM - Supplies	1111-1220-37-16330	20.47
T.J. Moore Lumber	553791	02/23/2023	BM - Material	1111-1220-37-16330	9.34
Pro Auto Supply	575565	02/23/2023	BM - Parts	1111-1220-37-16520	126.38
Unifirst Corporation	8232891576	02/23/2023	Lib - Uniforms/Supplies	1111-1220-37-16330	49.28
Unifirst Corporation	8232891577	02/23/2023	Juv - Supplies	1111-1220-37-16330	17.41
Unifirst Corporation	8232891578	02/23/2023	Crthse - Uniforms/Supplies	1111-1220-37-16330	38.76
McCoy's	8880924	02/23/2023	BM - Material	1111-1220-37-16330	17.05
T.J. Moore Lumber	553880	02/24/2023	BM - Material	1111-1220-37-16330	35.98
Unifirst Corporation	8232891768	02/24/2023	CAB - Supplies	1111-1220-37-16330	13.62
AT&T Corp	1625-2/25/23	02/25/2023	BM - Utilities	1111-1220-37-16503	53.66
Lake Amistad Rentals, Llc.	23504	02/25/2023	BM - Utilities	1111-1220-37-16503	40.00
Charter Communications Holdi...	0219096022623	02/26/2023	Sheriff - Internet	1111-1220-37-16503	1,637.55
Val Verde W.C.I.D.	010053000-20230227	02/27/2023	BM - Utilities	1111-1220-37-16503	32.00
Val Verde W.C.I.D.	010054000-20230227	02/27/2023	BM - Utilities	1111-1220-37-16503	32.00
Val Verde W.C.I.D.	010058000-20230227	02/27/2023	BM - Utilities	1111-1220-37-16503	32.00
Insco Distributing Inc.	1001549840	02/27/2023	BM - Supplies	1111-1220-37-16330	24.14
Florentino Almeda	4351	02/27/2023	BM - Material	1111-1220-37-16330	44.64
Sigmon Hardware, LLC	491898	02/27/2023	BM - Supplies	1111-1220-37-16330	22.44
Tractor Supply Co.Dept. 30-120...	527388	02/27/2023	BM - Supplies	1111-1220-37-16330	59.99
T.J. Moore Lumber	554048	02/27/2023	BM - Material	1111-1220-37-16330	2.78
Unifirst Corporation	8232891986	02/27/2023	Adult - Supplies	1111-1220-37-16330	7.74
De La Paz Cleaning and Rental S...	2206	02/28/2023	BM - Janitorial Svc	1111-1220-37-16480	4,600.00
T.J. Moore Lumber	554082	02/28/2023	BM - Supplies	1111-1220-37-16330	16.94
T.J. Moore Lumber	554102	02/28/2023	BM - Supplies	1111-1220-37-16330	6.42
Pro Auto Supply	575906	02/28/2023	BM - Parts	1111-1220-37-16520	7.18
Unifirst Corporation	8232892122	02/28/2023	BM - Uniforms	1111-1220-37-16330	74.62
Unifirst Corporation	8232892123	02/28/2023	Co Agent - Uniforms/Supplies	1111-1220-37-16330	23.92
AT&T Corp	8811-2/28/23	02/28/2023	BM - Utilities	1111-1220-37-16503	46.04
Charter Communications Holdi...	0076316030123	03/01/2023	Dist Clerk - Internet	1111-1220-37-16503	130.66
Charter Communications Holdi...	0557349030123	03/01/2023	BM - Utilities	1111-1220-37-16503	98.24
Insco Distributing Inc.	1001552831	03/01/2023	BM - Supplies	1111-1220-37-16330	58.52
Big Bend Telephone Co.	10566420	03/01/2023	BM - Utilities	1111-1220-37-16503	370.76
Sentry Security Service	273402	03/01/2023	BM - Monitoring Svc	1111-1220-37-16480	189.00
Sentry Security Service	273403	03/01/2023	BM - Monitoring Svc	1111-1220-37-16480	260.00
TK Elevator Corporation	3007119527	03/01/2023	BM - Maintenance	1111-1220-37-16520	351.48
TK Elevator Corporation	3007120356	03/01/2023	BM - Maintenance	1111-1220-37-16520	778.41
Sigmon Hardware, LLC	491959	03/01/2023	BM - Supplies	1111-1220-37-16330	3.29
Sigmon Hardware, LLC	492014	03/03/2023	BM - Supplies	1111-1220-37-16330	13.49
T.J. Moore Lumber	554390	03/03/2023	BM - Supplies	1111-1220-37-16330	5.17

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Insko Distributing Inc.	1001556090	03/06/2023	BM - Supplies	1111-1220-37-16330	79.24
Insko Distributing Inc.	1001556126	03/06/2023	BM - Supplies	1111-1220-37-16330	25.03
Insko Distributing Inc.	1001556131	03/06/2023	BM - Credit Memo	1111-1220-37-16330	-25.03
Insko Distributing Inc.	1001556411	03/06/2023	BM - Supplies	1111-1220-37-16330	75.07
Pro Auto Supply	576520	03/06/2023	BM - Parts	1111-1220-37-16520	91.32
McCoy's	8881188	03/06/2023	BM - Material	1111-1220-37-16330	74.64
McCoy's	8881205	03/06/2023	BM - Credit Memo	1111-1220-37-16330	-24.21
McCoy's	8881206	03/06/2023	BM - Material	1111-1220-37-16330	22.77
Val Verde County	956	03/06/2023	BM - Towels/Tissue/Soap	1111-1220-37-16330	107.84
Val Verde County	956	03/06/2023	BM - Towels/Tissue/Soap	1111-1220-37-16330	90.06
Val Verde County	956	03/06/2023	BM - Towels/Tissue/Soap	1111-1220-37-16330	63.01
T.J. Moore Lumber	554624	03/07/2023	BM - Material	1111-1220-37-16330	36.03
T.J. Moore Lumber	554635	03/07/2023	BM - Material	1111-1220-37-16330	90.98
McCoy's	8881245	03/07/2023	BM - Material	1111-1220-37-16330	65.21
McCoy's	8881258	03/07/2023	BM - Material	1111-1220-37-16330	38.90
Del Rio Feed & Supply	970974	03/07/2023	BM - Feed	1111-1220-37-16330	24.75
Sentry Security Service	273516	03/08/2023	BM - Svc Call	1111-1220-37-16330	95.00
Department 1220 - Parks & Building Maintenance Total:					69,064.43

Department: 1221 - Sheriff

Sentry Security Service	268452	11/14/2022	Sheriff - Svc Call	1111-1221-33-16600	570.00
Javier Vasquez	2722	11/18/2022	Sheriff - Tow Svc	1111-1221-33-17061	250.00
Card Service Center	0032-(850.00)	11/29/2022	Sheriff - Credit Memo	1111-1221-33-16200	-850.00
Jose I Roman Jr.	01/01/2023	01/18/2023	Sheriff - Dry Cleaning	1111-1221-33-16560	770.83
Card Service Center	1797-20.00-2	01/26/2023	Sheriff - Fuel	1111-1221-33-17061	20.00
Card Service Center	0032-55.00	01/27/2023	Sheriff - Fingerprints	1111-1221-33-16600	55.00
Card Service Center	2464-107.56	02/07/2023	Sheriff - Hotel	1111-1221-33-17061	107.56
Card Service Center	2464-108.30-1	02/07/2023	Sheriff - Hotel	1111-1221-33-17061	108.30
Card Service Center	2464-47.87	02/07/2023	Sheriff - Fuel	1111-1221-33-17061	47.87
Card Service Center	2464-77.89	02/07/2023	Sheriff - Meals	1111-1221-33-17061	77.89
Card Service Center	2621-30.00-2	02/07/2023	Sheriff - Fuel	1111-1221-33-17061	30.00
Card Service Center	2621-60.23	02/07/2023	Sheriff - Fuel	1111-1221-33-17061	60.23
Galls	023491017	02/08/2023	Sheriff - Emblems	1111-1221-33-16560	87.50
Card Service Center	2464-37.21	02/08/2023	Sheriff - Fuel	1111-1221-33-17061	37.21
Card Service Center	0295-46.45	02/09/2023	Sheriff - Fuel	1111-1221-33-17061	46.45
Card Service Center	2464-61.42	02/09/2023	Sheriff - Fuel	1111-1221-33-17061	61.42
Card Service Center	2621-22.49	02/10/2023	Sheriff - Meals	1111-1221-33-17061	22.49
Card Service Center	2621-6.81	02/10/2023	Sheriff - Meals	1111-1221-33-17061	6.81
Card Service Center	2621-60.00	02/10/2023	Sheriff - Fuel	1111-1221-33-17061	60.00
Card Service Center	2464-54.71	02/11/2023	Sheriff - Fuel	1111-1221-33-17061	54.71
Card Service Center	2621-21.84	02/13/2023	Sheriff - Fuel	1111-1221-33-17061	21.84
GT Distributors Inc.	INV0940141	02/13/2023	Sheriff - Ammunition	1111-1221-33-16451	4,768.08
Betty L Schroeder, Ph.D., P.C.	2023-02-14-CG	02/15/2023	Sheriff - Psych Evaluation	1111-1221-33-16630	100.00
Card Service Center	2464-41.85	02/15/2023	Sheriff - Fuel	1111-1221-33-17061	41.85
Card Service Center	2464-83.30	02/15/2023	Sheriff - Meals	1111-1221-33-17061	83.30
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	24.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	24.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	16.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	24.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	56.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	48.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	72.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	168.00
Galls	023579726	02/16/2023	Sheriff - Uniforms	1111-1221-33-16560	56.00
Card Service Center	2464-38.29	02/16/2023	Sheriff - Fuel	1111-1221-33-17061	38.29
Card Service Center	2464-61.66	02/16/2023	Sheriff - Fuel	1111-1221-33-17061	61.66
Card Service Center	2464-95.34	02/16/2023	Sheriff - Hotel	1111-1221-33-17061	95.34
Card Service Center	2464-95.34-1	02/16/2023	Sheriff - Hotel	1111-1221-33-17061	95.34
Card Service Center	2886-53.54	02/16/2023	Sheriff - Fuel	1111-1221-33-17061	53.54
Card Service Center	0641-164.39	02/21/2023	Sheriff - Hotel	1111-1221-33-16200	164.39
Card Service Center	0641-31.80	02/21/2023	Sheriff - Fuel	1111-1221-33-17061	31.80

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pest Solutions Management	5647	02/22/2023	Animal Cont - Pest Svc	1111-1221-33-16600	55.00
Bowlin's Ten Minute	5753	02/22/2023	Sheriff - Oil Chg	1111-1221-33-17061	97.95
Galls	023660055	02/23/2023	Sheriff - Uniforms	1111-1221-33-16560	108.00
Galls	023660055	02/23/2023	Sheriff - Uniforms	1111-1221-33-16560	16.00
Galls	023661130-1	02/23/2023	Sheriff - Vests	1111-1221-33-16400	2,400.00
Thompson Tire Center	5170	02/23/2023	Sheriff - Tire Mount	1111-1221-33-17061	35.93
Card Service Center	02/24/2023	02/24/2023	Sheriff - Finance Charge	1111-1221-33-16600	19.57
Pico Propane Operating	299634	02/24/2023	Sheriff - Fuel	1111-1221-33-17061	3,672.00
Pitney Bowes Inc.	3317078909	02/24/2023	Sheriff - Postage Meter	1111-1221-33-16600	408.99
Thompson Tire Center	5236	02/27/2023	Sheriff - Tire Rpr	1111-1221-33-17061	19.93
The DIRECTV Group, Inc	056874643X230228	02/28/2023	Sheriff - Satellite Svc	1111-1221-33-16600	87.99
3B Car Washes LLC	2/28/2023	02/28/2023	Sheriff - Car Wash	1111-1221-33-17061	607.00
Val Verde Regional Medical Cen...478		02/28/2023	Sheriff - Drug Screenings	1111-1221-33-16630	65.00
Val Verde Regional Medical Cen...478		02/28/2023	Sheriff - Drug Screenings	1111-1221-33-16630	65.00
Bowlin's Ten Minute	5755	02/28/2023	Sheriff - Oil Chg	1111-1221-33-17061	97.95
O'Reilly Auto Parts	0568-221065	03/01/2023	Sheriff - Parts	1111-1221-33-17061	16.95
Pico Propane Operating	315489	03/01/2023	Sheriff - Fuel	1111-1221-33-17061	3,020.63
Bowlin's Ten Minute	5760	03/01/2023	Sheriff - Inspection	1111-1221-33-17061	7.00
Val Verde County Tax A/C- Auto	BNJDVHWZXCJOW	03/01/2023	Sheriff - Inspection	1111-1221-33-17061	7.50
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	3.92
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	35.64
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	10.41
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	40.41
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	9.58
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	7.28
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	6.72
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	10.32
Capital One, N.A.	00617	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	23.96
O'Reilly Auto Parts	0568-222447	03/06/2023	Sheriff - Parts	1111-1221-33-17061	110.85
Sigmon Hardware, LLC	492046	03/06/2023	Sheriff - Supplies	1111-1221-33-16600	32.90
Bowlin's Ten Minute	5762	03/08/2023	Sheriff - Inspection	1111-1221-33-17061	7.00
Val Verde County Tax A/C- Auto	7EE3Z7ZRT460V	03/08/2023	Sheriff - Inspection	1111-1221-33-17061	7.50
Rebekah Maldonado	3/13/2023	03/15/2023	Sheriff - Meals	1111-1221-33-16200	108.00
Joe F Martinez	03/20/2023	03/21/2023	Sheriff - Meals	1111-1221-33-16200	92.00
Julio De Hoyos	03/21/2023	03/23/2023	Sheriff - Meals	1111-1221-33-16200	120.00
Department 1221 - Sheriff Total:					19,102.58

Department: 1223 - Other County Expenditures

Election Systems & Software, In...	CD2004233	10/01/2022	Election Exp - Wrkstation	1111-1223-30-16750	3,922.00
Election Systems & Software, In...	CD2005122	10/01/2022	Election Exp - Printer	1111-1223-30-16750	10,960.00
Webb County Treasury	M.E.22-0896	10/01/2022	Autopsy - Martinez	1111-1223-30-16760	1,700.00
Election Systems & Software, In...	CD2049348	11/21/2022	Election Exp - Setup	1111-1223-30-16750	513.90
Harvey Sentencing Consulting, ...	2021-0319-CR	11/22/2022	83rd - Expert Witness	1111-1223-31-16780	13,674.50
Election Systems & Software, In...	CD2049929	11/28/2022	Election Exp - Site Sprt	1111-1223-30-16750	5,348.13
David C Cowan	2020-0026-CCL-3	01/09/2023	CCL - CPS - C - FP	1111-1223-31-16780	456.00
Kerr County Clerk	MHT23-004	01/17/2023	Emerg Detention - Brightbill	1111-1223-30-16760	610.70
Webb County Treasury	M.E.22--0961	01/25/2023	Autopsy - McKelroy	1111-1223-31-16780	1,700.00
GCS Technologies Inc.	CVV80737	01/31/2023	Comp Maint - Billable Svc	1111-1223-30-16414	156.25
Kerr County Clerk	MHT23-018	02/06/2023	Emerg Detention - Lopez	1111-1223-30-16760	598.80
Ortiz & Ortiz, Pc	13484-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	500.00
Michael J. Bagley	2021-0098-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	500.00
Michael J. Bagley	2021-0334-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	500.00
Michael J. Bagley	2022-0066-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	500.00
Michael J. Bagley	2022-0296-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	200.00
Michael J. Bagley	2022-0323-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	200.00
Michael J. Bagley	2022-0324-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	200.00
Michael J. Bagley	2022-0327-CR	02/07/2023	63rd - Felony - FP	1111-1223-31-16780	200.00
Omar A Fuentes	21-073-CR	02/08/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Omar A Fuentes	21-208-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Omar A Fuentes	21-406-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Andrea Casares	22-299-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	450.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Andrea Casares	22-436-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	450.00
Omar A Fuentes	22-592-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Omar A Fuentes	22-593-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	100.00
Guadalupe R. Rodriguez	23-003-CR	02/09/2023	CCL - Misd - FP	1111-1223-31-16780	100.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	814.50
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	810.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	1,144.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	981.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	1,430.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	518.00
GCS Technologies Inc.	CVV80825	02/09/2023	Comp Maint - Annual Sec Svc	1111-1223-30-16414	752.00
Webb County Treasury	M.E.22-0980	02/12/2023	Autopsy - Veloz	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.22-1112	02/12/2023	Autopsy - Pedraza	1111-1223-30-16760	1,700.00
Webb County Treasury	M.E.22-1340	02/12/2023	Autopsy - Guevara	1111-1223-30-16760	1,700.00
Guadalupe R. Rodriguez	22-552-CR	02/14/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Card Service Center	0032-99.99-4	02/15/2023	Public Notice	1111-1223-30-16740	99.99
Capital One, N.A.	09105-1	02/15/2023	Election Exp - Supplies	1111-1223-30-16750	81.96
Capital One, N.A.	09105-1	02/15/2023	Election Exp - Supplies	1111-1223-30-16750	99.00
David C Cowan	18-211-CR	02/15/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Andrea Casares	22-417-CR	02/15/2023	CCL - Misd - FP	1111-1223-31-16780	250.00
Steven C Hilbig	2/16/2023	02/17/2023	63rd - Visiting Judge	1111-1223-31-16780	302.71
Webb County Treasury	M.E.22-1166	02/20/2023	Autopsy - Arambula	1111-1223-30-16760	1,700.00
Jad P Harper	20-383-CR	02/21/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Jad P Harper	21-012-CR	02/21/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Jad P Harper	21-013-CR	02/21/2023	CCL - Misd - FP	1111-1223-31-16780	100.00
Jad P Harper	21-302-CR	02/21/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Jad P Harper	21-806-CR	02/21/2023	CCL - Misd - FP	1111-1223-31-16780	500.00
Guadalupe R. Rodriguez	20-237-CR	02/22/2023	CCL - Misd - PP	1111-1223-31-16780	550.00
Guadalupe R. Rodriguez	21-266-CR	02/22/2023	CCL - Misd - FP	1111-1223-31-16780	550.00
Guadalupe R. Rodriguez	22-168-CR	02/22/2023	CCL - Misd - FP	1111-1223-31-16780	550.00
Ortiz & Ortiz, Pc	J-22-70	02/23/2023	CCL - Juv - FP	1111-1223-31-16780	50.00
Sidney L Harle	02/24/2023	02/27/2023	CCL - Visiting Judge	1111-1223-31-16780	386.80
Jose M. Faz	02/27/2023	02/27/2023	CCL - Interpreter	1111-1223-31-16780	3,600.00
Ruben Nino	J-22-71	02/27/2023	CCL - Juv - FP	1111-1223-31-16780	550.00
Ruben Nino	J-22-79	02/27/2023	CCL - Juv - FP	1111-1223-31-16780	550.00
Texas Wildlife Damage	254691	02/28/2023	Trappers Salary	1111-1223-30-16770	2,083.33
GCS Technologies Inc.	CVV81218	02/28/2023	Comp Maint - Billable Svc	1111-1223-30-16414	93.75
Michael J. Bagley	J-21-14-1	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	J-22-73	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	375.00
Andrea Casares	J-22-22	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	550.00
Michael J. Bagley	J-22-69	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	450.00
Michael J. Bagley	J-22-74	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	550.00
Michael J. Bagley	J-22-77	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	450.00
Guadalupe R. Rodriguez	J-22-82	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	750.00
Michael J. Bagley	J-23-06	02/28/2023	CCL - Juv - FP	1111-1223-31-16780	175.00
Abner Martinez	03/01/2023	03/01/2023	Surveyor - March Rent	1111-1223-30-16710	100.00
Andrea Casares	J-22-55	03/01/2023	CCL - Juv - FP	1111-1223-31-16780	175.00
Val Verde Loaves & Fishes	03/02/2023	03/02/2023	March Allocation	1111-1223-35-17020	1,500.00
Michael J. Bagley	2022-0072-CR	03/03/2023	83rd - Felony - FP	1111-1223-31-16780	750.00
GCS Technologies Inc.	CVV81268	03/03/2023	Comp Maint - Credit Memo	1111-1223-30-16414	-250.00
Law Office of Priscilla Chacon	13145-CR	03/06/2023	63rd - Felony - FP	1111-1223-31-16780	500.00
Law Office of Priscilla Chacon	13804-CR	03/06/2023	63rd - Felony - FP	1111-1223-31-16780	450.00
Department 1223 - Other County Expenditures Total:					78,662.32
Department: 1224 - Road & Bridge					
American Association of Notari...	03/07/2023	03/07/2023	Comm Office - Notary	1222-1224-34-16000	104.90
Department 1224 - Road & Bridge Total:					104.90
Department: 1225 - Road & Bridge Precinct 1					
Little Acre Nursery	6727	02/06/2023	Pct 1 - Waterline	1222-1225-34-17000	14,328.00
Associated Supply Co Inc	ESA021495-5	02/10/2023	Pct 1 - 4 in 1 Bucket	1222-1225-34-17000	20,912.00
American Electric Power	211-214180278	02/20/2023	Pct 1 - Installation	1222-1225-34-17000	296.63

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Val Verde County Tax A/C- Auto	FKG8X9UWT863T	02/21/2023	Pct 1 - Inspection	1222-1225-34-17000	7.50
Villarreal Express Lube	08769	02/22/2023	Pct 1 - Inspection	1222-1225-34-17000	7.00
T.J. Moore Lumber	553740	02/22/2023	Pct 1 - Material	1222-1225-34-17000	12.99
Sigmon Hardware, LLC	491804	02/23/2023	Pct 1 - Supplies	1222-1225-34-17000	32.63
Pro Auto Supply	575772	02/27/2023	Pct 1 - Parts	1222-1225-34-17000	95.34
Unifirst Corporation	8232891943	02/27/2023	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	36.89
Sigmon Hardware, LLC	491918	02/28/2023	Pct 1 - Supplies	1222-1225-34-17000	15.03
Pro Auto Supply	576044	02/28/2023	Pct 1 - Parts	1222-1225-34-17000	102.33
Pro Auto Supply	576244	03/02/2023	Pct 1 - Parts	1222-1225-34-17000	40.18
Fleetcor Technologies	NP63937118	03/03/2023	Pct 1 - Fuel	1222-1225-34-17000	772.35
Fleetcor Technologies	NP63937118	03/03/2023	Pct 1 - Fuel	1222-1225-34-17000	5,782.25
Core & Main LP	5394226	03/03/2023	Pct 1 - Lube	1222-1225-34-17000	190.00
Sigmon Hardware, LLC	492072	03/06/2023	Pct 1 - Supplies	1222-1225-34-17000	32.00
T.J. Moore Lumber	554517	03/06/2023	Pct 1 - Material	1222-1225-34-17000	27.53
Unifirst Corporation	8232892850	03/06/2023	Pct 1 - Uniforms/Supplies	1222-1225-34-17000	123.24
Texas Department of Motor Veh..	1472950-1	03/08/2023	Pct 1 - Title	1222-1225-34-17000	2.00
Department 1225 - Road & Bridge Precinct 1 Total:					42,815.89
Department: 1226 - Road & Bridge Precinct 2					
Pico Propane Operating	250709	01/06/2023	Pct 2 - Fuel	1222-1226-34-17000	70.00
Sigmon Hardware, LLC	491809	02/23/2023	Pct 2 - Supplies	1222-1226-34-17000	132.78
Tractor Supply Co.Dept. 30-120...	526479	02/23/2023	Pct 2 - Supplies	1222-1226-34-17000	21.96
T.J. Moore Lumber	554012	02/27/2023	Pct 2 - Supplies	1222-1226-34-17000	115.84
Pro Auto Supply	575862	02/27/2023	Pct 2 - Parts	1222-1226-34-17000	88.48
Tractor Supply Co.Dept. 30-120...	684405	02/27/2023	Pct 2 - Supplies	1222-1226-34-17000	21.99
Unifirst Corporation	8232891944	02/27/2023	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	43.81
Sanchez Tire Shop	0209	02/28/2023	Pct 2 - Tires	1222-1226-34-17000	335.00
Home Depot Dept 32-2540929...	3014564	02/28/2023	Pct 2 - Material	1222-1226-34-17000	170.92
David Torre	00057	03/01/2023	Pct 2 - Compressor Rprs	1222-1226-34-17000	65.00
David Torre	00058	03/01/2023	Pct 2 - Compressor Rprs	1222-1226-34-17000	133.19
David Medina	3/1/2023	03/01/2023	Pct 2 - Meals	1222-1226-34-16200	28.00
City of Del Rio	372186	03/01/2023	Pct 2 - Landfill	1222-1226-34-17000	27.90
Sigmon Hardware, LLC	492011	03/03/2023	Pct 2 - Supplies	1222-1226-34-17000	40.09
Salvador Espinoza	3/6/2023	03/06/2023	Pct 2 - Meals	1222-1226-34-16200	28.00
Guadalupe Puente	3/6/2023	03/06/2023	Pct 2 - Meals	1222-1226-34-16200	28.00
Sigmon Hardware, LLC	492082	03/06/2023	Pct 2 - Supplies	1222-1226-34-17000	13.16
Unifirst Corporation	8232892851	03/06/2023	Pct 2 - Uniforms/Supplies	1222-1226-34-17000	43.81
Department 1226 - Road & Bridge Precinct 2 Total:					1,407.93
Department: 1227 - Road & Bridge Precinct 3					
Pico Propane Operating	191286-1	11/17/2022	Pct 3 - Fuel	1222-1227-34-17000	20.10
Card Service Center	0617-434.43	02/03/2023	Pct 3 - Hotel	1222-1227-34-16200	434.43
T.J. Moore Lumber	553837	02/23/2023	Pct 3 - Supplies	1222-1227-34-17000	24.41
T.J. Moore Lumber	554029	02/27/2023	Pct 3 - Supplies	1222-1227-34-17000	77.88
Pro Auto Supply	575841	02/27/2023	Pct 3 - Parts	1222-1227-34-17000	214.26
Capital One, N.A.	05906-1	02/28/2023	Pct 3 - Supplies	1222-1227-34-17000	328.88
Wilson & Wilson Management, ...	25224	02/28/2023	Pct 3 - Dumpster Svc	1222-1227-34-17000	60.00
Vulcan Materials Co.	62589285	02/28/2023	Pct 3 - LRA Ty 1	1222-1227-34-17000	2,109.27
Vulcan Materials Co.	62591285	02/28/2023	Pct 3 - LRA Ty 1	1222-1227-34-17000	4,276.73
Unifirst Corporation	8232892121	02/28/2023	Pct 3 - Uniforms/Supplies	1222-1227-34-17000	55.80
T.J. Moore Lumber	554231	03/01/2023	Pct 3 - Material	1222-1227-34-17000	24.24
Val Verde County	953	03/01/2023	Pct 3 - Tissue	1222-1227-34-17000	56.63
Val Verde County	953	03/01/2023	Pct 3 - Towels	1222-1227-34-17000	46.80
Robert Nettleton	3/21/2023	03/22/2023	Pct 3 - Meals/Mileage	1222-1227-34-16200	92.00
Robert Nettleton	3/21/2023	03/22/2023	Pct 3 - Meals/Mileage	1222-1227-34-16200	307.85
Department 1227 - Road & Bridge Precinct 3 Total:					8,129.28
Department: 1228 - Road & Bridge Precinct 4					
O'Reilly Auto Parts	0568-217112	02/16/2023	Pct 4 - Parts	1222-1228-34-17000	14.15
Jesus Sandoval	2/22/2023	02/22/2023	Pct 4 - Meals	1222-1228-34-16200	28.00
Alberto Vasquez	2/22/2023	02/22/2023	Pct 4 - Meals	1222-1228-34-16200	28.00
Unifirst Corporation	8232891579	02/23/2023	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	75.99

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'Reilly Auto Parts	0568-219596	02/24/2023	Pct 4 - Parts	1222-1228-34-17000	108.72
City of Del Rio	371736	02/24/2023	Pct 4 - Landfill	1222-1228-34-17000	34.20
Unifirst Corporation	8232892454	03/02/2023	Pct 4 - Uniforms/Supplies	1222-1228-34-17000	73.00
Alberto Vasquez	3/3/2023	03/03/2023	Pct 4 - Meals	1222-1228-34-16200	28.00
Jesus Sandoval	3/3/2023	03/03/2023	Pct 4 - Meals	1222-1228-34-16200	28.00
Pro Auto Supply	576739	03/07/2023	Pct 4 - Parts	1222-1228-34-17000	12.69
Department 1228 - Road & Bridge Precinct 4 Total:					430.75
Department: 1230 - 83rd District Court					
Xerox	018255363	02/18/2023	83rd - Copier	1111-1230-31-16415	183.84
Department 1230 - 83rd District Court Total:					183.84
Department: 1231 - Risk Management					
The Pitney Bowes Reserve Acco...	02/14/2023	02/14/2023	RM - Postage	1111-1231-30-16022	200.00
Fleetcor Technologies	NP63937118-1	03/03/2023	RM - Fuel	1111-1231-30-17061	117.74
Joanna M. Montemayor	3/22/2023	03/24/2023	RM - Meals/Mileage	1111-1231-30-16200	138.00
Joanna M. Montemayor	3/22/2023	03/24/2023	RM - Meals/Mileage	1111-1231-30-16200	335.36
Carlos Velarde	3/22/2023	03/24/2023	RM - Meals/Mileage	1111-1231-30-16200	138.00
Carlos Velarde	3/22/2023	03/24/2023	RM - Meals/Mileage	1111-1231-30-16200	318.33
Department 1231 - Risk Management Total:					1,247.43
Department: 1236 - Constable 4					
Gerardo Hernandez	3/19/2023	03/24/2023	Const 4 - Meals	1111-1236-33-16200	254.00
Department 1236 - Constable 4 Total:					254.00
Department: 1247 - Community Center					
Home Depot Dept 32-2540929...	68320009748682	02/27/2023	Comm Center - Faucets	1111-1247-37-16000	118.00
Home Depot Dept 32-2540929...	68320009748682	02/27/2023	Comm Center - Vanity	1111-1247-37-16000	498.00
Department 1247 - Community Center Total:					616.00
Department: 1248 - Human Resources					
The Pitney Bowes Reserve Acco...	02/14/2023	02/14/2023	HR - Postage	1111-1248-30-16000	200.00
Juanita Barrera	3/22/2023	03/24/2023	HR - Meals/Mileage	1111-1248-30-16200	326.19
Alexa Castillo	3/22/2023	03/24/2023	HR - Meals	1111-1248-30-16200	138.00
Juanita Barrera	3/22/2023	03/24/2023	HR - Meals/Mileage	1111-1248-30-16200	138.00
Department 1248 - Human Resources Total:					802.19
Department: 1250 - District Attorney					
Dr. Corinne E. Stern	1/23/2023	01/23/2023	DA - Expert Witness	1111-1250-31-16301	2,800.00
Card Service Center	0032-150.99	01/26/2023	DA - Hard Drive	1111-1250-31-16001	150.99
Card Service Center	0032-235.83	01/27/2023	DA - Subscription	1111-1250-31-16001	235.83
LexisNexis	3094305735	01/31/2023	DA - Subscription	1111-1250-31-16001	278.00
Xerox	018125059	02/01/2023	DA - Prints	1111-1250-31-16001	1.96
Xerox	018125059	02/01/2023	DA - Copier	1111-1250-31-16305	192.05
Card Service Center	0032-693.28	02/02/2023	DA - Subscription	1111-1250-31-16001	693.28
Card Service Center	0568-756.55	02/03/2023	DA - Hotel	1111-1250-31-16200	240.55
Card Service Center	0568-756.55	02/03/2023	DA - Hotel	1111-1250-31-16200	516.00
US Postmaster Acct# 51687093	2/7/2023	02/07/2023	DA - Postage	1111-1250-31-16001	300.00
Amistad Snack & Coffee Service	7234	02/21/2023	DA - Coffee	1111-1250-31-16001	140.00
TransUnion Risk and Alternative...	308409-202302-1	03/01/2023	DA - Subscription	1111-1250-31-16001	75.00
Dell Marketing L.P.	10656749747	03/06/2023	DA - Monitors	1111-1250-31-16001	340.78
Department 1250 - District Attorney Total:					5,964.44
Department: 1261 - Animal Control					
Card Service Center	0278-38.82	02/05/2023	Sheriff - Fuel	1111-1261-30-16410	38.82
Card Service Center	0278-296.00	02/07/2023	Animal Cont - Hotel	1111-1261-30-16200	296.00
Card Service Center	0278-296.00-1	02/07/2023	Animal Cont - Hotel	1111-1261-30-16200	296.00
Card Service Center	0278-30.23	02/07/2023	Sheriff - Fuel	1111-1261-30-16410	30.23
Home Depot Dept 32-2540929...	8014234	02/23/2023	Animal Cont - Material	1111-1261-30-16000	17.92
Department 1261 - Animal Control Total:					678.97
Department: 1300 - Non-Departmental Expense					
Texas Association Of Counties	NRCN-40037-WC5	01/01/2023	Workers Comp - Cont Change	1111-1300-30-17265	8,789.00
Texas Association Of Counties	NRCN-40120-VVCIT	01/01/2023	Ins - Class Code	1111-1300-30-17265	391.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Texas Association Of Counties	37981-WC1/WC2	02/21/2023	Workers Comp 1st/2nd Qtr	1111-1300-30-17265	60,208.00
Department 1300 - Non-Departmental Expense Total:					69,388.00
Department: 1400 - Capital Expenditures					
Enterprise Fleet Management, I...	FBN4688921	03/03/2023	Sheriff - Cap Exp - Lease	1111-1400-40-16009	6,752.50
Department 1400 - Capital Expenditures Total:					6,752.50
Department: 4444 - 4444					
Texas County & District Retirem...	CM0000040	06/10/2022	Retirement (County)	1444-4444-30-12130	-81.27
Texas County & District Retirem...	INV0007701	03/03/2023	Retirement (County)	1444-4444-30-12130	91,914.89
Department 4444 - 4444 Total:					91,833.62
Grand Total:					927,925.13

Fund Summary

Fund	Expense Amount
1111 - General Fund	292,863.91
1222 - Balance Road & Bridge	52,888.75
1444 - Payroll Clearing County	91,833.62
1709 - Management & Preservation - County Clerk	2,142.45
1725 - Court House Security Fund	48.50
1732 - DWI Program Fund	83.06
1812 - County Projects	14,500.00
1814 - ARPA (SLFRF)	271,623.69
2666 - Grants	201,941.15
Grand Total:	927,925.13

Account Summary

Account Number	Account Name	Expense Amount
1111-1200-30-16000	County Judge - Office Sup...	195.78
1111-1200-30-16200	County Judge - Travel and...	38.42
1111-1200-30-16420	County Judge - Emergency..	30.06
1111-1201-30-16000	County Clerk - Office Suppl..	3,629.09
1111-1201-30-16200	County Clerk - Travel and ...	1,530.00
1111-1201-30-16302	County Clerk - EDOC and ...	14,671.25
1111-1203-30-16000	Veteran's Office - Office S...	865.12
1111-1203-30-76370	Veterans Office - Mainten...	185.88
1111-1204-31-16000	63rd District Court - Office...	651.92
1111-1204-31-16460	63rd District Court - Jurors	378.96
1111-1204-31-16475	63rd District Court - Copie...	181.55
1111-1205-31-16000	District Clerk - Office Supp...	629.89
1111-1205-31-16200	District Clerk - Travel and ...	-45.36
1111-1205-31-16415	District Clerk - Copier Exp...	149.41
1111-1207-31-16200	Justice of the Peace #2 - T...	551.13
1111-1208-31-16000	Justice of the Peace #3 - O...	182.61
1111-1209-31-16200	Justice of the Peace #4 - T...	489.74
1111-1210-31-16000	Court At Law - Office Supp...	355.90
1111-1211-31-16000	County Attorney - Office ...	1,787.11
1111-1212-30-16000	County Auditor - Office S...	57.24
1111-1212-30-16200	County Auditor - Travel a...	666.46
1111-1213-30-16000	County Treasurer - Office ...	316.50
1111-1213-30-16200	County Treasurer - Travel ...	444.54
1111-1214-30-16000	Tax Assessor Collector - Of..	414.90
1111-1214-30-16200	Tax Assessor Collector - Tr...	631.97
1111-1215-30-16000	IT Department - Office Su...	384.32
1111-1215-30-17061	IT Department - Auto Exp...	61.50
1111-1216-30-16000	Purchasing Department - ...	67.96
1111-1216-30-16200	Purchasing Department - ...	419.71
1111-1216-30-17061	Purchasing Department - ...	60.06
1111-1217-30-16000	County Agent - Office Sup...	265.31
1111-1217-30-16201	County Agent - Fuel	400.16
1111-1217-30-16202	County Agent - Travel - Gr...	450.66
1111-1217-30-16203	County Agent - Travel - R...	322.68
1111-1217-30-16205	County Agent - Equipment..	230.85
1111-1217-30-16415	County Agent - Copier Ex...	162.46
1111-1218-36-16000	County Library - Office Su...	1,140.64
1111-1218-36-16415	County Library - Copier Ex...	228.65
1111-1218-36-16680	County Library - Books	521.15
1111-1219-33-16000	Rural Fire & EMS - Office ...	5,614.13
1111-1219-33-16200	Rural Fire & EMS - Travel ...	376.90
1111-1219-33-16480	Rural Fire & EMS - Contrac..	450.00
1111-1220-37-16201	Parks and Building Maint...	3,193.54
1111-1220-37-16330	Parks and Building Maint...	2,373.90

Account Summary

Account Number	Account Name	Expense Amount
1111-1220-37-16480	Parks and Building Maint...	5,049.00
1111-1220-37-16503	Parks and Building Maint...	57,017.64
1111-1220-37-16520	Parks and Building Maint...	1,430.35
1111-1221-33-16200	Sheriff's Department - Tra...	-365.61
1111-1221-33-16400	Sheriff's Department - Cap...	2,400.00
1111-1221-33-16451	Sheriff's Department - A...	4,768.08
1111-1221-33-16560	Sheriff's Department - Uni...	1,470.33
1111-1221-33-16600	Sheriff's Department - Op...	1,377.69
1111-1221-33-16630	Sheriff's Department - Do...	230.00
1111-1221-33-17061	Sheriff's Department - Au...	9,222.09
1111-1223-30-16414	Other - Computer Mainte...	6,449.50
1111-1223-30-16710	Other - Surveyor Rent	100.00
1111-1223-30-16740	Other - Advertising	99.99
1111-1223-30-16750	Other - Election Expense	20,924.99
1111-1223-30-16760	Other - Autopsy and Men...	9,709.50
1111-1223-30-16770	Other - Trappers Salary	2,083.33
1111-1223-31-16780	Other - Attorney's Other	37,795.01
1111-1223-35-17020	Other - Food Bank	1,500.00
1111-1230-31-16415	83rd District Court - Copie...	183.84
1111-1231-30-16022	Risk Management - Posta...	200.00
1111-1231-30-16200	Risk Management - Travel...	929.69
1111-1231-30-17061	Risk Management - Auto ...	117.74
1111-1236-33-16200	Constable Pct. #4 - Travel ...	254.00
1111-1247-37-16000	Community Center - Offic...	616.00
1111-1248-30-16000	Human Resources - Office...	200.00
1111-1248-30-16200	Human Resources - Travel...	602.19
1111-1250-31-16001	District Attorney - Office ...	2,215.84
1111-1250-31-16200	District Attorney - Travel ...	756.55
1111-1250-31-16301	District Attorney - Consult...	2,800.00
1111-1250-31-16305	District Attorney - Copier ...	192.05
1111-1261-30-16000	Animal Control Supplies	17.92
1111-1261-30-16200	Animal Control Travel and...	592.00
1111-1261-30-16410	Animal Control - Fuel	69.05
1111-1300-30-17265	Non-Departmental - Insur...	69,388.00
1111-1400-40-16009	Capital Expenditures	6,752.50
1222-1224-34-16000	Road and Bridge Office Su...	104.90
1222-1225-34-17000	Road and Bridge Pct. #1 - ...	42,815.89
1222-1226-34-16200	Road and Bridge Pct. #2 - ...	84.00
1222-1226-34-17000	Road and Bridge Pct. #2 - ...	1,323.93
1222-1227-34-16200	Road and Bridge Pct. #3 - ...	834.28
1222-1227-34-17000	Road and Bridge Pct. #3 - ...	7,295.00
1222-1228-34-16200	Road and Bridge Pct. #4 - ...	112.00
1222-1228-34-17000	Road and Bridge Pct. #4 - ...	318.75
1444-4444-30-12130	A/P Retirement	91,833.62
1709-1201-30-16480	County Clerk Recs Mngmt...	2,142.45
1725-1111-30-16000	Court House Security Fund..	48.50
1732-1210-31-16000	DWI Program Fund - Expe...	83.06
1812-0001-30-18011	Site 11 - Fairgrounds	14,500.00
1814-1111-34-16310	ARPA (SLFRF) (2) - IT Upgr...	153,977.02
1814-1111-34-16500	ARPA (SLFRF) - Pct 1 Park	5,669.47
1814-1111-34-16511	ARPA (SLFRF) (2) - Pct 2	5,000.00
1814-1111-34-16550	ARPA (SLFRF) - Alcoa	57,387.20
1814-1111-34-16560	TCDBG 7219085 - Materia...	49,590.00
2666-1038-34-26090	TCDBG #7220479 - Engine...	17,540.29
2666-1038-34-26450	TCDBG #7220479 - Constr...	77,259.80
2666-1048-33-26010	Bullet Proof Vest	2,400.00
2666-1093-31-26100	Border Prosecution Unit 2...	360.25
2666-1093-31-26360	Border Prosecution Unit 2...	171.99

Account Summary

Account Number	Account Name	Expense Amount
2666-1098-31-26100	Border Prosecution Unit -...	756.55
2666-1098-31-26170	Border Prosecution Unit -...	8,415.00
2666-1098-31-26360	Border Prosecution Unit -...	113.20
2666-1103-30-26082	DEAAG LAFB Sunshades - ...	89,944.93
2666-1105-35-26280	Veterans Assistance Grant...	577.15
2666-1106-33-26220	HIDTA Amistad Intel 2022 ...	154.99
2666-1109-31-26170	DWI Court 3527805 - Cont...	4,247.00
Grand Total:		927,925.13

Project Account Summary

Project Account Key	Expense Amount
None	927,925.13
Grand Total:	927,925.13

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Val Verde County	State: Texas
Authorized Signatory: Lewis G. Owens, County Judge	
Address 1: 400 Pecan Street	
Address 2:	
City, State, Zip: Del Rio, Texas 78840	
Phone: 830-774-7501	
Email: lowens@valverdecountry.texas.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: Lewis G. Owens

Name: Lewis G. Owens

Title: County Judge

Date: March 14, 2023



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: <u>Val Verde County</u>	State: <u>Texas</u>
Authorized Signatory: <u>Lewis G. Owens</u>	
Address 1: <u>400 Pecan Street</u>	
Address 2:	
City, State, Zip: <u>Del Rio, Texas 78840</u>	
Phone: <u>830-774-7501</u>	
Email: <u>lowens@valverdecounty.texas.gov</u>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

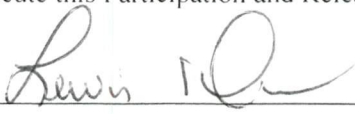
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: Lewis G. Owens

Title: County Judge

Date: March 14, 2023



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Val Verde County	State: Texas
Authorized Signatory: Lewis G. Owens	
Address 1: 400 Pecan Street	
Address 2:	
City, State, Zip: Del Rio, Texas 78840	
Phone: 830-774-7501	
Email: lowens@valverdecounty.texas.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

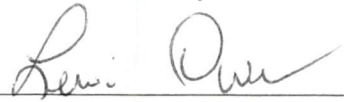
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: Lewis G. Owens

Title: County Judge

Date: March 14, 2023



EXHIBIT K

Subdivision Participation Form

Governmental Entity: Val Verde County	State: Texas
Authorized Official: Lewis G. Owens	
Address 1: 400 Pecan Street	
Address 2:	
City, State, Zip: Del Rio, Texas 78840	
Phone: 830-774-7501	
Email: lowens@valverdecountry.texas.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
Name: Lewis G. Owens
Title: County Judge
Date: March 14, 2023



**VAL VERDE COUNTY COMMISSIONERS COURT'S RESOLUTION
DESIGNATING MARCH 3, 2023 "WILLIAM BECKMANN DAY"**

WHEREAS, William Beckmann Hyslop, known as William Beckmann professionally), son of Edwin and Tammy Hyslop, was raised in Del Rio, Val Verde County, Texas; and

WHEREAS, William Beckmann is a country music artist and composer who encompasses the spirit and values of our community with his music and performances, his work ethic, his love for bringing joy to his audiences and his humility as an artist; and

WHEREAS, William Beckmann's musical influences include vintage country and mariachi music and his inspiration is living in a small town on the Texas/Mexico border and his Mexican heritage; and

WHEREAS, William Beckmann's interest in music began with piano lessons at the age of eight followed by his self-taught skill of playing guitar around the age of 10 using a guitar purchased by his grandfather at Walmart, a guitar he still owns today; and

WHEREAS, William Beckmann , at the age of 14, performed locally with Tacho Coronado in the cover band *Last River* which afforded him the opportunity to learn the skill of performing to live audiences; and

WHEREAS, William Beckmann enjoyed the privilege of meeting country music star and fellow Del Rio native, Radney Foster in 2012, his junior year in high school, which lead to Radney's mentorship in songwriting and singing; and

WHEREAS, William Beckmann began his solo career in Del Rio as Beck Hyslop playing small venues and private parties; and

WHEREAS, in the fall of 2013, William Beckmann moved to Austin, Texas to attend St. Edward's University and continued his musical journey by performing wherever and whenever possible; and

WHEREAS, William Beckmann, in the fall of 2015, transferred to Belmont University in Nashville, Tennessee to pursue a degree in music business graduating in 2017; and

WHEREAS, William Beckmann expanded his singing engagements by performing in Tennessee, Colorado and his home state of Texas while enrolled at Belmont University; and

WHEREAS, William Beckmann, in 2018 released his first album “Outskirts of Town” and in 2019, competed at the Texas Regional Radio Awards and was named fan favorite in the “Future Faces” category where he met his future mentor Randy Rogers and is now nominated in the category of “New Male Vocalist of the Year”; and

WHEREAS, William Beckmann released his second album “Faded Memories,” in 2022 that included the popular songs “In the Dark,” “Bourbon Whiskey,” and “Danced All Night Long”; and

WHEREAS, William Beckmann organized his *Las Posadas Tour: Hope for Uvalde* in December 2022 whose net proceeds of ticket sales and 100% VIP package sales were donated to Camila and Matthew McConaughey’s Just Keep Livin’ Foundation, Uvalde Relief Fund to provide the affected families with grief counseling and to help meet the immediate and long term needs of the Uvalde community after the tragic shooting at Robb Elementary School; and

WHEREAS, William Beckmann has expanded his list of “firsts” to include headlining three sold out performances at Gruene Hall in the fall of 2022, a sold out show at the Corona Club in Ciudad Acuña, Coahuila (the site and inspiration for the song “Danced All Night Long”), opening two times for Parker McCollum in 2022 at the AT&T Center in San Antonio, Texas, performing at various rodeos and stock shows including headlining at the San Antonio Rodeo and Stock show, performing at the Ryman Theater in Nashville, Tennessee on March 2, 2023 (Texas Independence Day); and

WHEREAS, William Beckmann debuted at the Grand Ole Opry on March 3, 2023 where he earned a standing ovation after performing his original hit song “Bourbon Whiskey” and the mariachi classic “Volver, Volver”; and

WHEREAS, William Beckmann will add another “first” when he headlines at Billy Bob’s Texas in Fort Worth, Texas on April 8, 2023; and

WHEREAS, William Beckmann’s unique singing style and ability to perform in both English and Spanish have earned him wide spread praise in the country music world and his charismatic onstage presence has earned him a growing fan base.

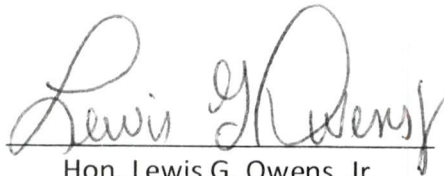
NOW THEREFORE,

Be it Resolved by the Val Verde County Commissioners Court:

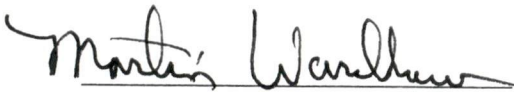
1. March 3, 2023 is designated "William Beckmann Day" in Val Verde County, Texas to commemorate his debut performance at the Grand Ole Opry in Nashville, Texas.
2. This resolution shall be included in the official minutes of the Val Verde County Commissioners Court.
3. The Val Verde County Clerk shall deliver a copy of this resolution to William Beckmann and his parents, Edwin and Tammy Hyslop.

Dated: March 14, 2023

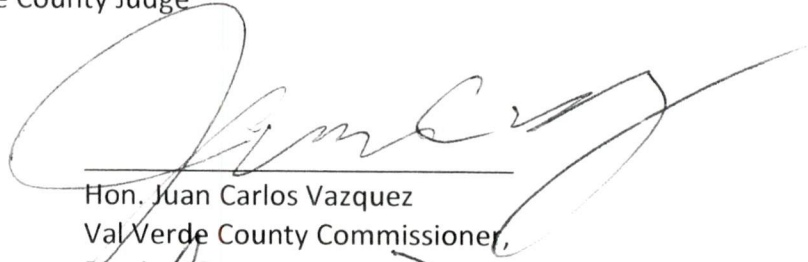
SIGNED:



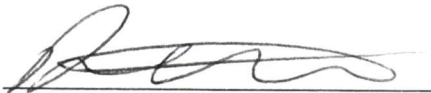
Hon. Lewis G. Owens, Jr.
Val Verde County Judge



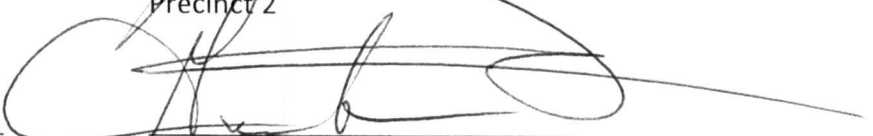
Hon. Martin Wardlaw
Val Verde County Commissioner,
Precinct 1



Hon. Juan Carlos Vazquez
Val Verde County Commissioner,
Precinct 2

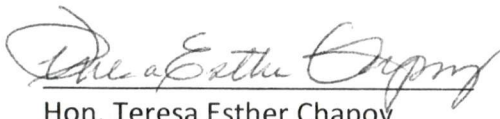


Hon. Beau Nettleton
Val Verde County Commissioner,
Precinct 3



Hon. Gustavo Flores
Val Verde County Commissioner,
Precinct 4

ATTEST:



Hon. Teresa Esther Chapoy
Val Verde County Clerk





Resolution

A Resolution in Honor of the San Felipe Del Rio Track Team

WHEREAS, the SFDCISD Track Team completed in the 91st annual Border Olympics; and

WHEREAS, the Rams scored 84 points to win the track meet among 20 schools from all South Texas; and

WHEREAS, the Queens were able to pick up points in six events; and

WHEREAS, the Queens took 10th overall with 31 points; and

WHEREAS, Alan Dobbins went home with two bronze medals in the triple jump (41-10 ½) and high jump (6-0); and

WHEREAS, Jovahn West placed third in the long jump (21-10); and

WHEREAS, Isaac Jimenez placed fourth in the shot put with a toss of 48-3; and

WHEREAS, Manuel Padilla picked up a fourth-place finish in the discus (138-6); and

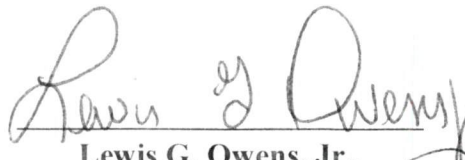
WHEREAS, the Rams won the 4x100-meter relay and the 4x200-meter relays while the 4x400-meter relay took fifth overall; and

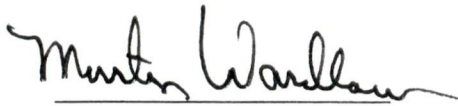
WHEREAS, the 4x100-meter relay team of Juan Chili Peralta, Emmanuel Devonte Reyes, Zane Hughes and Jovahn West were clocked at 43.08 to take the gold medal; and

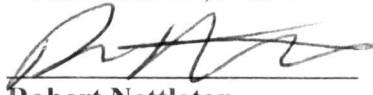
WHEREAS, the 4x200-meter relay team of Juan Chili Peralta, Ethan Vasquez, Zane Hughes and Jovahn West picked up the gold medal; and

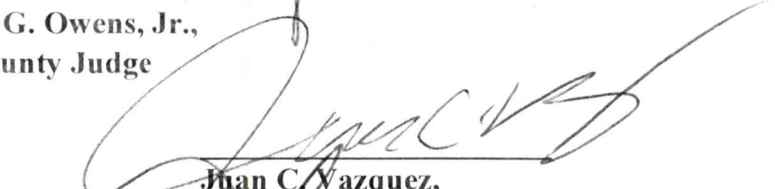
THEREFORE, BE IT RESOLVED, that Val Verde County Commissioners Court express their appreciation for all the hard work and commitment of our athletes and coaches of the SFDRISD Track Team.

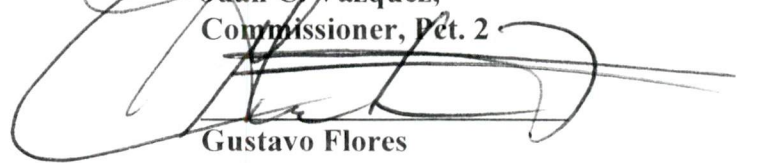
BE IT FURTHER RESOLVED, that a copy of this resolution will be entered permanently into the minutes of the Val Verde County Commissioners Court, signed on this 14th Day of March, 2023.


Lewis G. Owens, Jr.,
County Judge

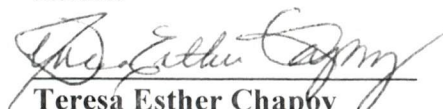

Martin Wardlaw
Commissioner, Pct. 1


Robert Nettleton
Commissioner, Pct. 3


Juan C. Vazquez,
Commissioner, Pct. 2


Gustavo Flores
Commissioner, Pct. 4

Attest:


Teresa Esther Chapoy
Val Verde County Clerk



#21

Grant Recipient: Val Verde County										Contract: 7219085										Personnel Cost Calculation Sheet A800a									
Employee Name	Employee ID	Job Title / Position	Wage Type	Annual Salary or Hourly Wage (\$)	Hours worked per Day	Hours worked per Week	Annual Income (\$)	Employer portion of FICA (%)	Employer portion of FICA (\$)	Employer portion of Retirement (%)	Employer portion of Retirement (\$)	Unemployment Insurance (\$)	Workers' Comp (\$)	Employer Insurance Contribution (\$)	Total Annual Compensation (\$)	Vacation Time Earned (Days)	Holiday Time Allowed (Days)	Estimated Sick Leave (Days)	Other Leave (Days)	Annual Working Hours	Adjusted Hourly Rate (\$)	Overtime Rate (\$)							
1. Raymundo Rodriguez Sr.		Heavy Equipment Op.	Hourly	15.00	8	40	31,200.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	31,200.00	0	0	0	0	2080	\$ 15.00	0.00						
2. Ascencion Hernandez		Light Equipment Op.	Hourly	13.00	8	40	27,640.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	27,640.00	0	0	0	0	2080	\$ 13.00	0.00						
3. Diego Hernandez		Light Equipment Op.	Hourly	13.00	8	40	27,640.00	0.00%	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	27,640.00	0	0	0	0	2080	\$ 13.00	0.00						
4.																													
5.																													
6.																													
7.																													
8.																													
9.																													
10.																													
11.																													
12.																													
13.																													
14.																													
15.																													
16.																													
17.																													
18.																													
19.																													
20.																													
21.																													
22.																													
23.																													
24.																													
25.																													
26.																													
27.																													
28.																													
29.																													
30.																													
31.																													
32.																													
33.																													
34.																													
35.																													
36.																													
37.																													
38.																													
39.																													
40.																													
41.																													
42.																													
43.																													
44.																													
45.																													
46.																													
47.																													
48.																													
49.																													
50.																													
51.																													
52.																													
53.																													
54.																													
55.																													
56.																													
57.																													
58.																													
59.																													
60.																													
61.																													
62.																													
63.																													
64.																													
65.																													
66.																													
67.																													
68.																													
69.																													
70.																													
71.																													
72.																													
73.																													
74.																													
75.																													
76.																													
77.																													

Month: Dec. 2022

Grant Recipient: Val Verde County

Contract: 7219085

Personnel Time Sheet A802a

REG: Regular Hours Worked
OT: Overtime Hours Worked

THIS FORM IS NOT COMPLETE WITHOUT A VALID SIGNATURE. I certify that the below named employees on the city/county payroll and the equipment described was used on the dates stated to complete construction activities on the Texas Community Development Project. Activities, times, dates and amount allocated for each contract are correct to the best of my knowledge.

3/14/2023

County Judge

Supervisor Signature

Title

Date

DO NOT ENTER THE SAME EMPLOYEE ON MULTIPLE ROWS

REG / OT

Job Performed:

Job Class

Employee Name / Job Classification

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

Total CD86 REG Hours:

Total CD86 OT Hours:

Total CD86 REG Time Cost: \$

Total CD86 OT Cost: \$

Total Personnel Cost: \$

Total Equipment Cost: \$

Monthly Total Cost: \$

360.00

1a

1b

2a

2b

3a

3b

4a

4b

5a

5b

6a

6b

7a

7b

8a

8b

9a

9b

10a

10b

11a

11b

12a

12b

13a

13b

14a

14b

15a

15b

16a

16b

17a

17b

18a

18b

19a

19b

20a

20b

21a

21b

22a

22b

23a

23b

24a

24b

25a

25b

26a

26b

27a

27b

28a

28b

29a

29b

30a

30b

31a

31b

32a

32b

33a

33b

34a

34b

35a

35b

36a

36b

37a

37b

38a

38b

39a

39b

40a

40b

41a

41b

42a

42b

43a

43b

44a

44b

45a

45b

46a

46b

47a

47b

48a

48b

49a

49b

50a

50b

51a

51b

52a

52b

53a

53b

54a

54b

55a

55b

56a

56b

57a

57b

58a

58b

59a

59b

60a

60b

61a

61b

62a

62b

63a

63b

64a

64b

65a

65b

66a

66b

67a

67b

68a

68b

69a

69b

70a

70b

71a

71b

72a

72b

73a

73b

74a

74b

75a

75b

76a

76b

77a

77b

78a

78b

79a

79b

80a

80b

81a

81b

82a

82b

83a

83b

84a

84b

85a

85b

86a

86b

87a

87b

88a

88b

89a

89b

90a

90b

91a

91b

92a

92b

93a

93b

94a

94b

95a

95b

96a

96b

97a

97b

98a

98b

99a

99b

100a

100b

101a

101b

102a

102b

103a

103b

104a

104b

105a

105b

106a

106b

107a

107b

108a

108b

109a

109b

110a

110b

111a

111b

112a

112b

113a

113b

114a

114b

115a

115b

116a

116b

117a

117b

118a

118b

119a

119b

120a

120b

121a

121b

122a

122b

123a

123b

124a

124b

125a

125b

126a

126b

127a

127b

128a

128b

129a

129b

130a

130b

131a

131b

132a

132b

133a

133b

134a

134b

135a

135b

136a

136b

137a

137b

138a

138b

139a

139b

140a

140b

141a

141b

142a

142b

143a

143b

144a

144b

145a

145b

146a

146b

147a

147b

148a

148b

149a

149b

150a

150b

151a

151b

152a

152b

153a

153b

154a

154b

155a

155b

156a

156b

157a

157b

158a

158b

159a

159b

160a

160b

161a

161b

162a

162b

163a

163b

164a

164b

165a

165b

166a

166b

167a

167b

168a

168b

169a

169b

170a

170b

171a

171b

172a

172b

173a

173b

174a

174b

175a

175b

176a

176b

177a

177b

178a

178b

179a

179b

180a

180b

181a

181b

182a

182b

183a

183b

184a

184b

185a

185b

186a

186b

187a

187b

188a

188b

189a

189b

190a

190b

191a

191b

192a

192b

193a

193b

194a

194b

195a

195b

196a

196b

197a

197b

198a

198b

199a

199b

200a

200b

201a

201b

202a

202b

203a

203b

204a

204b

205a

205b

206a

206b

207a

207b

208a

208b

209a

209b

210a

210b

211a

211b

212a

212b

213a

213b

214a

214b

215a

215b

216a

216b

217a

217b

218a

218b

219a

219b

220a

220b

221a

221b

222a

222b

223a

223b

224a

224b

225a

225b

226a

226b

227a

227b

228a

228b

229a

229b

230a

230b

231a

231b

232a

232b

233a

233b

234a

234b

235a

235b

236a

236b

237a

237b

238a

238b

239a

239b

240a

240b

241a

241b

242a

242b

243a

243b

244a

244b

245a

245b

246a

246b

247a

247b

248a

248b

249a

249b

250a

250b

251a

251b

252a

252b

253a

253b

254a

254b

255a

255b

256a

256b

257a

257b

258a

258b

259a

259b

260a

260b

261a

261b

262a

262b

263a

263b

264a

264b

265a

265b

266a

266b

267a

267b

268a

268b

269a

269b

270a

270b

271a

271b

272a

272b

273a

273b

274a

274b

275a

275b

276a

276b

277a

277b

278a

278b

279a

279b

280a

280b

281a

281b

282a

282b

283a

283b

284a

284b

285a

285b

286a

286b

287a

287b

288a

288b

289a

289b

290a

290b

291a

291b

292a

292b

293a

293b

294a

294b

295a

295b

296a

296b

297a

297b

298a

298b

299a

299b

300a

300b

301a

301b

302a

302b

303a

303b

304a

304b

305a

305b

306a

306b

307a

307b

308a

308b

309a

309b

310a

310b

311a

311b

312a

312b

313a

313b

314a

314b

315a

315b

316a

316b

317a

317b

318a

318b

319a

319b

320a

320b

321a

321b

322a

322b

323a

323b

324a

324b

325a

325b

326a

326b

327a

327b

328a

328b

329a

329b

330a

330b

331a

331b

332a

332b

333a

333b

334a

334b

335a

335b

336a

336b

337a

337b

338a

338b

339a

339b

340a

340b

341a

341b

342a

342b

343a

343b

344a

344b

345a

345b

346a

346b

347a

347b

348a

348b

349a

349b

350a

350b

351a

351b

352a

352b

353a

353b

354a

354b

355a

355b

356a

356b

357a

357b

358a

358b

359a

359b

360a

360b

361a

361b

362a

362b

363a

363b

364a

364b

365a

365b

366a

366b

367a

367b

368a

368b

369a

369b

370a

370b

371a

371b

372a

372b

373a

373b

374a

374b

375a

375b

376a

376b

377a

377b

378a

378b

379a

379b

380a

380b

381a

381b

382a

382b

383a

383b

384a

384b

385a

385b

386a

386b

387a

387b

388a

388b

389a

389b

390a

390b

391a

391b

392a

392b

393a

393b

394a

394b

395a

395b

396a

396b

397a

397b

398a

398b

399a

399b

400a

400b

401a

401b

402a

402b

403a

403b

404a

404b

405a

405b

406a

406b

407a

407b

408a

408b

409a

409b

410a

410b

411a

411b

412a

412b

413a

413b

414a

414b

415a

415b

416a

416b

417a

417b

418a

418b

419a

419b

420a

420b

421a

421b

422a

422b

423a

423b

424a

424b

425a

425b

426a

426b

427a

427b

428a

428b

429a

429b

430a

430b

431a

431b

432a

432b

433a

433b

434a

434b

435a

435b

436a

436b

437a

437b

438a

438b

439a

439b

440a

440b

441a

441b

442a

442b

443a

443b

444a

444b

445a

445b

446a

446b

447a

447b

448a

448b

449a

449b

450a

450b

451a

451b

452a

452b

453a

453b

454a

454b

455a

455b

456a

456b

457a

457b

458a

458b

459a

459b

460a

460b

461a

461b

462a

462b

463a

463b

464a

464b

465a

465b

466a

466b

467a

467b

468a

468b

469a

469b

470a

470b

471a

471b

472a

472b

473a

473b

474a

474b

475a

475b

476a

476b

477a

477b

478a

478b

479a

479b

480a

480b

481a

481b

482a

482b

483a

483b

484a

484b

485a

485b

486a

486b

487a

487b

488a

488b

489a

489b

490a

490b

491a

491b

492a

492b

493a

493b

494a

494b

495a

495b

496a

496b

497a

497b

498a

498b

499a

499b

500a

500b

501a

501b

502a

502b

503a

503b

504a

504b

505a

505b

506a

506b

507a

507b

508a

508b

509a

509b

510a

510b

511a

511b

512a

512b

513a

513b

514a

514b

515a

515b

516a

516b

517a

517b

518a

518b

519a

519b

520a

520b

521a

521b

522a

522b

523a

523b

524a

524b

525a

525b

526a

526b

527a

527b

528a

528b

529a

529b

530a

530b

531a

531b

532a

532b

533a

533b

534a

534b

535a

535b

536a

536b

537a

537b

538a

538b

539a

539b

540a

540b

541a

541b

542a

542b

543a

543b

544a

544b

545a

545b

546a

546b

547a

547b

548a

548b

549a

549b

550a

550b

551a

551b

552a

552b

553a

553b

554a

554b

555a

555b

556a

556b

557a

557b

558a

558b

559a

559b

560a

560b

561a

561b

562a

562b

563a

563b

564a

564b

565a

565b

566a

566b

567a

567b

568a

568b

569a

569b

570a

570b

571a

571b

572a

572b

573a

573b

574a

574b

575a

575b

576a

576b

577a

577b

578a

578b

579a

579b

580a

580b

581a

581b

582a

582b

583a

583b

584a

584b

585a

585b

586a

586b

587a

587b

588a

588b

589a

589b

590a

590b

591a

591b

592a

592b

593a

593b

594a

594b

595a

595b

596a

596b

597a

597b

598a

598b

599a

599b

600a

600b

601a

601b

602a

602b

603a

603b

604a

604b

605a

605b

606a

606b

607a

607b

608a

608b

609a

609b

610a

610b

611a

611b

612a

612b

613a

613b

614a

614b

615a

615b

616a

616b

617a

617b

618a

618b

619a

619b

620a

620b

621a

621b

622a

622b

623a

623b

624a

624b

625a

625b

626a

626b

627a

627b

628a

628b

629a

629b

630a

630b

631a

631b

632a

632b

633a

633b

634a

634b

635a

635b

636a

636b

637a

637b

638a

638b

639a

639b

640a

640b

641a

641b

642a

642b

643a

643b

644a

644b

645a

645b

646a

646b

647a

647b

648a

648b

649a

649b

650a

650b

651a

651b

652a

652b

653a

653b

654a

654b

655a

655b

656a

656b

657a

657b

658a

658b

659a

659b

660a

660b

661a

661b

662a

662b

663a

663b

664a

664b

665a

665b

666a

666b

667a

667b

668a

668b

<

Month:	Jan. 2023	Grant Recipient:	Val Verde County	Contract:	7219085	Personnel Time Sheet A802a									
REG: Regular Hours Worked OT: Overtime Hours worked		THIS FORM IS NOT COMPLETE WITHOUT A VALID SIGNATURE. I certify that the below-named employees on the pay/salary period and the equipment described was used on the dates stated to complete construction activities on the Texas Community Development Project. Amounts, rates, dates and amounts located to each contract are correct to the best of my knowledge.										Total CDMS REG Hours:	477.0	Total CDMS REG Time Cost:	\$ 6,519.00
DO NOT ENTER THE SAME EMPLOYEE ON MULTIPLE ROWS		Signature:  County Judge 3/14/2023										Total CDMS OT Hours:	0.0	Total CDMS OT Cost:	\$ 0.00
												Total Personnel Cost:	477.0	Total Equipment Cost:	\$ 6,519.00
												Monthly Total Cost:			\$ 6,519.00
Employee Name / Job Classification		Supervisor Signature										Total CDMS Hours:		Hourly Rate	CDMS Total Cost
1s Name	Raymonds Rodriguez Sr											Total CDMS Hours			
1s Job Class	Heavy Equipment Op.											Leave Hours			
2s Name	Alison Hernandez											Total CDMS Hours			
2s Job Class	Light Equipment Op.											Leave Hours			
3s Name	Diego Hernandez											Total CDMS Hours			
3s Job Class	Light Equipment Op.											Leave Hours			
4s Name												Total CDMS Hours			
4s Job Class												Leave Hours			
5s Name												Total CDMS Hours			
5s Job Class												Leave Hours			
6s Name												Total CDMS Hours			
6s Job Class												Leave Hours			
7s Name												Total CDMS Hours			
7s Job Class												Leave Hours			
8s Name												Total CDMS Hours			
8s Job Class												Leave Hours			
9s Name												Total CDMS Hours			
9s Job Class												Leave Hours			
10s Name												Total CDMS Hours			
10s Job Class												Leave Hours			
11s Name												Total CDMS Hours			
11s Job Class												Leave Hours			
12s Name												Total CDMS Hours			
12s Job Class												Leave Hours			
13s Name												Total CDMS Hours			
13s Job Class												Leave Hours			
14s Name												Total CDMS Hours			
14s Job Class												Leave Hours			
15s Name												Total CDMS Hours			
15s Job Class												Leave Hours			
16s Name												Total CDMS Hours			
16s Job Class												Leave Hours			
17s Name												Total CDMS Hours			
17s Job Class												Leave Hours			
18s Name												Total CDMS Hours			
18s Job Class												Leave Hours			
19s Name												Total CDMS Hours			
19s Job Class												Leave Hours			
20s Name												Total CDMS Hours			
20s Job Class												Leave Hours			
21s Name												Total CDMS Hours			
21s Job Class												Leave Hours			
22s Name												Total CDMS Hours			
22s Job Class												Leave Hours			
23s Name												Total CDMS Hours			
23s Job Class												Leave Hours			
24s Name												Total CDMS Hours			
24s Job Class												Leave Hours			
25s Name												Total CDMS Hours			
25s Job Class												Leave Hours			

Month: Feb. 2023		Grant Recipient: Val Verde County		Contract: 7219085		Personnel Time Sheet A802a																									
REG: Regular Hours Worked OT: Overtime Hours worked		THIS FORM IS NOT COMPLETE WITHOUT A VALID SIGNATURE. I certify that the below named employee on the county payroll and the equipment assigned was used on the dates stated to complete construction activities on the Texas Community Development Project. Activities, times, dates and amounts allocated to each contract are correct to the best of my knowledge.		Total CDMG REG Hours: 376.0 Total CDMG REG Time Cost: \$ 5,160.00		Total CDMG OT Hours: 0.0 Total CDMG OT Cost: \$ 0.00																									
DO NOT ENTER THE SAME EMPLOYEE ON MULTIPLE ROWS		County Judge		3/14/2023		Total CDMG OT Hours: 376.0 Total CDMG OT Cost: \$ 5,160.00																									
Employee Name / Job Classification		Supervisor Signature																Title		Date		Total CDMG Hours		Total CDMG REG Hours		Total CDMG OT Hours		Total CDMG REG Time Cost		Total CDMG OT Time Cost	
13	Name	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost			
13	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
14	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
15	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
16	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
17	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
18	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
19	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
20	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
21	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
22	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
23	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
24	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
25	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
26	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
27	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
28	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
29	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
30	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
31	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
32	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
33	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
34	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
35	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
36	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
37	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
38	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
39	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
40	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
41	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
42	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
43	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
44	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
45	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
46	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
47	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
48	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
49	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
50	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
51	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
52	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
53	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
54	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
55	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
56	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
57	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
58	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
59	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
60	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
61	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
62	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
63	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
64	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
65	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00	136.0	\$	15.00	136.0	\$	15.00			
66	REG	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	136.0	\$	15.00									

#23

Esser & Company Consulting, LLC
702 Ashby Drive South
Uvalde, TX 78801 US
(830) 278-1423
carl.esser@hotmail.com

Invoice 7220479-3

BILL TO

Val Verde County
Matt Weingardt
County Auditor
509 E. Gibbs
Del Rio, TX 78840

DATE
01/24/2023

PLEASE PAY
\$4,500.00

DUE DATE
02/23/2023

PROJECT

7220479 Inv #3 Final
Period of Performance 1/1/2023 - 1/31/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
01/24/2023	Filing of all required Close-Out Information	1	4,500.00	4,500.00

Respectfully,



Carl Esser, Consultant
Esser & Company

TOTAL DUE \$4,500.00

THANK YOU.



#24



Sanford Water Works
4419 E Main St
Uvalde, TX 78801
830-278-6820
ar@sanfordwaterworks.com
www.SanfordWaterWorks.com

BILL TO
Val Verde County
Purchasing Department
Attn: Melissa Vasquez
509 E. Gibb St.
Del Rio, TX. 78840

DATE
03/07/2023



DUE DATE
04/06/2023

DATE	ACCOUNT SUMMARY	AMOUNT
01/09/2023	Balance Forward	197,424.99
	Other payments and credits after 01/09/2023 through 03/06/2023	-197,424.99
03/07/2023	Other invoices from this date	0.00
	New charges (details below)	3,864.50
	Total Amount Due	3,864.50

DATE	ITEM	QTY	RATE	AMOUNT
	ALCOA BASEBALL FIELDS - SOD	0	0.00	0.00

TxCDBG Contract #: 7220479

CHANGE ORDER: 0227 - REQUESTED SOD TO BE INSTALLED
IN INFIELD IN LLEU OF ARTIFICIAL TURF

3. LANDSCAPE

Taxable Contract Sales	1	3,864.50	3,864.50T
CHANGE ORDER SOD 0227 C/O			

Lewis Owens, Val Verde County Judge

Tara Lindber, Dunaway

Carlos Velarde, P.E.

Change Order 0227 C/O approved 1/4/23	3,864.50
	0.00
	3,864.50
	3,864.50

Payments are due by the Due Date listed above. A late fee equal to 0.5% of the invoice total, not to exceed 6% per year, will be added to your invoice for each month, or portion of month, past the Due Date, until payment is received.

#25

A709

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

Grant Recipient: Val Verde County TxCDBG Contract No: 7220479

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the 31ST day of January 2023. Contract was entered into on the 20th day of July 2022 between Val Verde County and PATMO SERVICES for the Electrical and Lighting for Alcoa Field Project TxCDBG 7220479

This is to further certify that:

- 1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
- 2. The sum of \$ 00.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
- 3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
- 4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 0 months from this date, as provided in the Contract.
- 5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ <u>396,682.00</u>
	Cumulative Change Orders	\$ <u>00.00</u>
	Final Amount of Contract	\$ <u>396,682.00</u>
	Less Previous Payments	\$ <u>262,035.00</u>
	Less Deductions (from #2 above)	\$ <u>00.00</u>
	FINAL PAYMENT (Balance)	\$ <u>134,647.00</u>

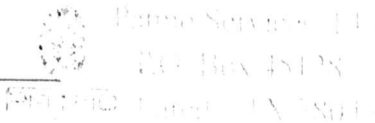
7. The Final Payment above is now due and payable.

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

Tara Lindberg
P. E.
Title
Dunaway
Firm

Lewis G. Owens Jr.
Lewis G. Owens Jr.
County Judge
Title
Val Verde County
City / County

Joe Mireles
Contractor
Title
PATMO SERVICES
Firm



09/01/2020

#2 ✓

A709

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

Grant Recipient: Val Verde County TxCDBG Contract No: 7220479

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the 31ST day of January 2023. Contract was entered into on the 5th day of July 2022 between Val Verde County and Sanford Waterworks for the Irrigation for Alcoa Field Project TxCDBG 7220479

This is to further certify that:

- 1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
- 2. The sum of \$ 00.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
- 3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
- 4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 0 months from this date, as provided in the Contract.
- 5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ <u>68,754.68</u>	
	Cumulative Change Orders	\$ <u>3,259.91</u>	(Back Flow Preventor)
	Final Amount of Contract	\$ <u>72,014.59</u>	
	Less Previous Payments	\$ <u>72,014.59</u>	
	Less Deductions (from #2 above)	\$ <u>00.00</u>	
	FINAL PAYMENT (Balance)	\$ <u>00.00</u>	

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

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

Tara Lindberg
P. E.
Title
Dunaway
Firm
Caleb Sanford
Contractor
Title
Sanford Waterworks
Firm

Lewis G. Owens Jr.
County Judge
Title
Val Verde County
City / County

09/01/2020

A709

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

Grant Recipient: Val Verde County TxCDBG Contract No: 7220479

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the 31ST day of January 2023. Contract was entered into on the 5th day of July 2022 between Val Verde County and Sanford Waterworks for SOLID SOD BERMUDAGRASS for Alcoa Field Project TxCDBG 7220479

This is to further certify that:

- 1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
- 2. The sum of \$ 00.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
- 3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
- 4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 0 months from this date, as provided in the Contract.
- 5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	\$ <u>115,181.69</u>
	Cumulative Change Orders	\$ <u>14,218.75 (Increased cost of grass & freight & Infield Sod</u>
	Final Amount of Contract	\$ <u>129,400.44</u>
	Less Previous Payments	\$ <u>125,535.94</u>
	Less Deductions (from #2 above)	\$ <u>00.00</u>
	FINAL PAYMENT (Balance)	\$ <u>3,864.50</u>

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

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

Tara Lindberg
P. E.
Title
Dunaway
Firm
Caleb Sanford
Contractor
Title
Sanford Waterworks
Firm

Lewis G. Owens Jr.
County Judge
Title
Val Verde County
City / County

09/01/2020

AEP Texas

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

VAL VERDE COUNTY
Service: DALLAS DR
DEL RIO, TX

Contract #: DWMS00000563478 Work Request #: 84438961
Date: 2/15/2023

You, VAL VERDE COUNTY (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:INSTALL 2 XFRMRS AND 2 LED LIGHTS

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 1,841.80. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

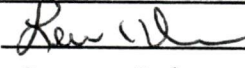
Company agrees to INSTALL 2 XFRMRS AND 2 LED LIGHTS ACCORDING TO COMPANY POLICY, and the Customer agrees to provide SIGN CIAC AND PAY PRO FORMA INVOICE and to be ready to take electric service on or before 03/06/2023.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/16/2023 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer
By Lewis G. Owens
Signature: 
Title: County Judge
Date: March 14, 2023

Company
By _____
Signature: _____
Title: _____
Date: _____

AEP Texas

**Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service**

VAL VERDE COUNTY
Service: DEL RIO
COMSTOCK, TX

Contract #: DWMS00000563554 Work Request #: 84446028
Date: 2/16/2023

You, VAL VERDE COUNTY (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:INSTALL 6 LED LIGHTS AND 1 XFMR

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 3,312.69. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

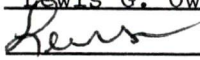
Company agrees to INSTALL 6 LED LIGHTS AND 1 XFMR ACCORDING TO COMPANY POLICY, and the Customer agrees to provide SIGN CIAC AND PAY PRO FORMA INVOICE and to be ready to take electric service on or before 03/13/2023.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/17/2023 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer
By Lewis G. Owens
Signature: 
Title: County Judge
Date: March 14, 2023

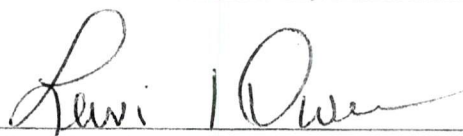
Company
By _____
Signature: _____
Title: _____
Date: _____

RESOLUTION

WHEREAS, the Val Verde County Commissioners' Court supports and approves the Val Verde County Court-At-Law's request to **APPLY**, for the **FY 2023 Adult Treatment Court Enhancement Discretionary Grant Program with the Bureau of Justice Assistance, U.S. Department of Justice for the VAL VERDE COUNTY COURT-AT-LAW MENTAL HEALTH / JUVENILE SPECIALTY COURT**;

NOW THEREFORE, BE IT RESOLVED and ORDERED that the **Val Verde County Court-At-Law** is **AUTHORIZED** to **APPLY** for the **FY 2023 Adult Treatment Court Enhancement Discretionary Grant Program with the Bureau of Justice Assistance, U.S. Department of Justice for the VAL VERDE COUNTY COURT-AT-LAW MENTAL HEALTH / JUVENILE SPECIALTY COURT**, pursuant to Texas Government Code 124.004, via Court Resolution.

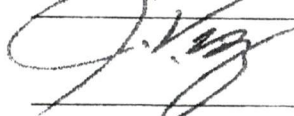
PASSED, ADOPTED, APPROVED and FILED: March 14, 2023.



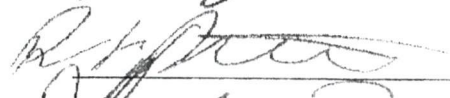
Hon. Lewis G. Owens, Jr.
Val Verde County Judge



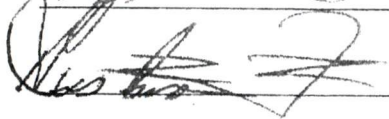
Martin Wardlaw, Commissioner, Pct. #1



Juan Vazquez, Commissioner, Pct. #2



Robert Beau Nettleton, Commissioner, Pct. #3



Gustavo Flores, Commissioner, Pct. #4

ATTEST:



Teresa Esther Chapoy
Val Verde County Clerk



Gold Service Agreement



Val Verde County Courthouse

February 23, 2023

Purchaser: Val Verde County
Address: 509 E Gibbs St
Del Rio, TX 78840-4651

Location: Val Verde County
Courthouse
Address: 400 Pecan St
Del Rio, TX 78840-5140

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	1	17052	E52553	2	Dover	No
Hydraulic	1	38588	E96472	3	Dover	Yes

Please refer to the exhibit entitled "Equipment to be Maintained" for the address of each Unit listed in the table above.

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

Gold Service Agreement



TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain

Gold Service Agreement



responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other

Gold Service Agreement



vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication

Gold Service Agreement



Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$440.00 per month, excluding taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$17.6		Seven (7)	2%	\$8.8	
Semi Annual	2%	\$8.8		Ten (10)	4%	\$17.6	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$35.2	

We have included the following Digital Service Package notated below for the selected units below for an additional price of \$35.00 per month which will be billed to you separately from the price of the Agreement and will be noted as a "MAX Charge" on the invoice. The cost of the selected Digital Service Package is not subject to any discounts. See the MAX Exhibit for details or to change this selection.

We reserve the right to increase all charges under this Agreement not to exceed a total of 3.28% annually.

Payment

Payments are due 30 days from the date marked on each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Gold Service Agreement



TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us

Gold Service Agreement



with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Gold Service Agreement



You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

Gold Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

Val Verde County (Purchaser):		TK Elevator Corporation Management Approval	
By: <u>Lewis G. Owens</u>		By: _____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Melissa Vasquez			
<u>Lewis G. Owens</u>		Mark Maytum	
(Print or Type Name)		Sales Manager	
<u>County Judge</u>			
(Print or Type Title)			
<u>March 14, 2023</u>			
(Date of Acceptance)		(Date of Execution)	

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3660 Thousand Oaks Ste 210
San Antonio, TX 78247
210-495-8585

Thank you for choosing TK Elevator. We appreciate your business.

Corey Holmes

Gold Service Agreement



Exhibit A

Equipment to be Maintained

Building Name	Address	Equipment Type	Nickname ¹	Legal ID	OEM Serial #	Stops
VAL VERDE COUNTY BUILDING	309 Mill St	Hydraulic	1	17052	E52553	2
Val Verde County Courthouse	400 Pecan St	Hydraulic	1	38588	E96472	3



Exhibit B
MAX

MAX is TK Elevator’s smart, machine learning Internet of Things (“IoT”) solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a “Digital Service Package”), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment’s operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed. The Digital Service Package you select will be governed by both the terms and conditions of the Agreement covering the Units described below and this MAX Exhibit and in the event that those terms conflict, the terms and conditions of this MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

With MAX, we are able to offer the following Digital Service Packages with value-added features (“features”) to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator’s IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician’s mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓

Gold Service Agreement



	MAX Plus	MAX Pro	MAX Premium
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓
Social Distancing Service When changes are made to the Controller Software or Destination Dispatching program to promote social distancing, our MAX Premium Team will monitor the traffic patterns in the building for increased demand and communicate this information back to you.		✓	✓
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	\$10	\$35	\$95

Price, Term and Your Digital Service Package
We have included the following Digital Service Package notated below for the selected units below for an additional price of **\$35 per month which will be billed to you separately from the price of the Agreement (the "MAX Charge")**. The cost of your selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of \$249.00 per building.

The Digital Service Package noted below will be provided to you on a month-to-month basis and may be substituted for another package or cancelled at any time with thirty (30) days prior written notice by either Party to the other.

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium
Val Verde County Courthouse	Hydraulic	1	3		Current Selection	

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion.

Gold Service Agreement



Exhibit C

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
VAL VERDE COUNTY BUILDING	Hydraulic	1	Current Selection	
Val Verde County Courthouse	Hydraulic	1	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

Gold Service Agreement



TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:	Melissa Vasquez		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:	mvasquez@valverdecountry.texas.gov		
Subscribe to email notifications:	☐	☐	☐

CONTRACT FOR IRRIGATION SYSTEM

This Contract is by and between Val Verde County (Owner) and The Little Acre Nursery (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

- 1.01 Work
- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
 - B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Irrigation System which includes installation of an irrigation system for the soccer field which is approximately 260' x 160' area and to lay rolls of Bermuda grass for the same area. Grade and level by Owner.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **at 1376 FM 2523, Del Rio TX, 78840.**

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.01 Intent of Contract Documents
- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
 - B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer.
 - C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.
- 2.02 Contract Documents Defined
- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Little Acre Nursery Proposal

EJCDC® C-522, Contract for Construction of a Small Project.
Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. Page 1 of 11

3. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Carlos A. Velarde, P.E., (830) 774-7569**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be completed on or before **May 31, 2023** from the effective date of contract.

4.02 Progress Schedules

- A. Contractor shall develop a schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$45,183.00** for all Work and Contractor agrees to Net 30 Terms.
- B. Contractor shall submit an application for payment in a form acceptable to the Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment. Break lump sum items into units that will allow for measurement of Work in progress.

5.02 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

ARTICLE 6 - INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
- a. Workers' Compensation:
- | | |
|---|-----------|
| State: | Statutory |
| Employer's Liability: | |
| Bodily Injury, each Accident | \$ |
| Bodily Injury By Disease, each Employee | \$ |
| Bodily Injury/Disease Aggregate | \$ |
- b. Commercial General Liability:
- | | |
|---|------------|
| General Aggregate | \$ 300,000 |
| Products - Completed Operations Aggregate | \$ 300,000 |
| Personal and Advertising Injury | \$ 300,000 |
| Each Occurrence (Bodily Injury and Property Damage) | \$ 300,000 |
- c. Automobile Liability herein:
- | | |
|---------------------------|------------|
| Bodily Injury: | |
| Each Person | \$ 300,000 |
| Each Accident | \$ 300,000 |
| Property Damage: | |
| Each Accident | \$ 300,000 |
| Combined Single Limit of: | \$ 300,000 |
- d. Excess or Umbrella Liability:
- | | |
|-------------------|------------|
| Per Occurrence | \$ 300,000 |
| General Aggregate | \$ 300,000 |
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out

of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Blanket contractual liability coverage to the extent permitted by law;
 - 2. Broad form property damage coverage; and
 - 3. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, policies shall include and list Val Verde County and the respective officers, directors, employees, as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall at all times maintain good discipline and order at the Site.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.05 Licenses, Fees, and Permits

- A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work.

7.07 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract

Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

7.08 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.09 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- C. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- D. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- E. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders.
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

12.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

13.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 13.02.A if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

13.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

13.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 4. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 5. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 6. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 15 - MISCELLANEOUS

15.01 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

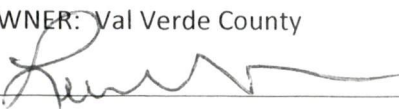
15.03 Controlling Law

- A. This Contract is governed by and construed in accordance with the substantive laws of the State of Texas.
- B. If a dispute arises out of or relates to this Contract or the breach of this Contract and results in litigation, proceeding or other legal action with respect to any claim arising under this Contract, any such litigation, proceeding or other legal action shall be brought exclusively in a court of competent jurisdiction located within Val Verde County, Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.
This Contract will be effective on March 14, 2023 (which is the Effective Date of the Contract).

OWNER: Val Verde County

CONTRACTOR: The Little Acre Nursery



By: Lewis G. Owens, Jr.

By: Enrique Galvan

Title: County Judge

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Attest: _____

Title: Office Manager

Title: _____

Address for giving notices:

Address for giving notices:

509 E. Gibbs Street

Del Rio, TX 78840

License No.: _____

(where applicable)



MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via <https://www.gworks.com>, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill



associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

ARTICLE 2: SERVICES; DELIVERABLES

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3: CLIENT OBLIGATIONS

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit

gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4: FEES AND EXPENSES

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the

effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach or default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund

any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks

makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE

SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9: CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its

disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10: MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested,

postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," "Ordering Documents," "SOWs" shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be

executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

GIS Workshop, LLC d/b/a gWorks

Client Name*:

Sign: *Joseph R. Heieck*

Sign: *Lewis G. Owens*

Print Name: Joseph R. Heieck

Print Name: Lewis G. Owens

Title President & CEO

Title County Judge

Date: 10/12/2022

Date: March 14, 2023

Address: 3905 S 148th St., Suite 200,
Omaha, NE 68154

Address: 400 Pecan Street
Del Rio, TX 78840

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

EXHIBIT A: TERMS OF SERVICE

GIS WORKSHOP LLC, DBA GWORKS

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before

accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE.** Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**
 - (a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.
 - (b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and

either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks. gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: <https://www.gworks.com/privacy-policy/>.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) **Term.** These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term").

Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination.** These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination.** Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **INDEMNITY.** Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. **CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks
Client Success Department
3905 S. 148th St., Ste 200, Omaha, NE 68144
info@gworks.com
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole

discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

21. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.

(a) **General.** This Section 21 shall only apply to the automated clearing house ("ACH") services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub ("HR Hub") and the finance hub ("Finance Hub") (collectively "ACH Services"). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.

(b) **ACH Account.** The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries ("Entries") in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client's designated account (the "Account") at Client's financial institution ("Bank"), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client's Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client's Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.

(c) **Required Information.** Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client's payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks' ability to perform the ACH Services.

(d) **Entries.** gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client's behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks' attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks' option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

(e) **Client Representations and Warranties.** Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers.** In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, its affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.