

THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON MONDAY, JULY 8TH, 2024 IN THE COMMISSIONERS COURTROOM OF THE UVALDE COUNTY COURTHOUSE

AGENDA

1. Consider and act upon call to order, invocation and pledge of allegiance
2. Consider and act upon approval of minutes
3. Consider and act upon approval of 2025 Sheriffs and Constables fees
4. Consider and act upon Executive Summary Report Self Supporting Tower
5. Consider and act upon activity report from Fairplex Director Wendy Speer
6. Consider and act upon EOC copier contract
7. Consider and act upon Road Administrators Report
8. Consider and act upon line-item budget amendments
9. Consider and act upon payment of bills
10. Consider and act upon approval of monthly reports
11. Consider and act upon payroll approval
12. Consider and act upon resolutions/proclamations

CERTIFICATE: I certify the above and foregoing was posted in compliance with Section 551.043 and 551.049, Texas Government Code at 10 AM on July 3rd, 2024. Persons with disabilities who plan on attending this meeting and who may require auxiliary aids are requested to contact Administrative Assistant Helly Moncada in the office of the Uvalde County Judge no later than 4 PM on Thursday prior to the meeting.



**WILLIAM R. MITCHELL
UVALDE COUNTY JUDGE**



**1. CONSIDER AND ACT UPON CALL TO ORDER INVOCATION
AND PLEDGE OF ALLEGIANCE**



**I PLEDGE ALLEGIANCE TO THE FLAGE OF THE UNITED STATES OF AMERICA
AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD,
INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.**



**HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE
UNDER GOD, ONE AND INDIVISIBLE**

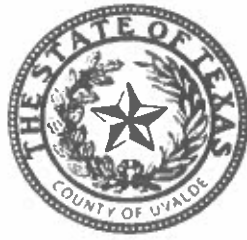
2. CONSIDER AND ACT UPON APPROVAL OF MINUTES

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



MINUTES

BE IT REMEMBERED that on the 24th of June, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, *County Judge*
Mariano Pargas, *Commissioner Pct. #2*
Jerry W. Bates, *Commissioner Pct. #3*
Donna M. Williams, *County Clerk and Clerk of
the Commissioners Court*

Also present were *County Treasurer* Joni Deorsam, *County Tax-Assessor Collector* Rita Verstuyft, *County Auditor* Alice Chapman, and *County Road Administrator* Dee Kirkpatrick.

Absent: John Yeackle, *Commissioner Pct. #1* and Ronald B. Garza, *Commissioner Pct. #4*

1. Consider and act upon call to order, invocation and pledge of allegiance:

The Honorable William R. Mitchell, Uvalde County Judge, called the meeting of June 24, 2024 to order at 10:00 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Consider and act upon approval of minutes:

Motion by Commissioner Bates to approve the Minutes of June 10, 2024, as presented.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0). (See Attached)

3. Consider and act upon presentation of Texas Department of Transportation of 2025-2028 Rural Transportation Plan for Uvalde County:

Representatives from TxDOT went over upcoming “on-system” TxDOT projects that will take place in Uvalde County over the next four years. They also discussed some of the longer range plans for highway work in the County.

Motion by Commissioner Bates to accept the plan.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0). (See Attached)

4. Consider and act upon first draft of 2024-2025 Uvalde County budget:

In conformity with the Tax Rate Planning Calendar, the Court was presented with the first draft of the proposed budget. The next presentation will be on July 22nd and the final draft will be on August 12th.

Motion by Commissioner Bates to accept the first draft of the budget for 2024-2025.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0). (See Attached)

5. Consider and act upon Road Administrators Report:

Report presented by the Road Administrator Dee Kirkpatrick for 6/6/2024 – 6/18/2024.

Motion by Commissioner Pargas to accept the line-item amendments.
Motion seconded by Commissioner Bates.
Motion unanimously carried (2-0). (See Attached)

6. Consider and act upon line-item budget amendments:

County Auditor, Alice Chapman, presented overview of line-item budget amendments.

Motion by Commissioner Bates to accept the Road Administrators Report.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0). (See Attached)

7. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0).

8. Consider and act upon approval of monthly reports:

Monthly reports that are on file for review in the County Clerk's office were presented to the court for consideration and approval.

Motion by Commissioner Bates to approve monthly reports.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0). (See Attached)

9. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.
Motion seconded by Commissioner Pargas.
Motion unanimously carried (2-0).

10. Consider and act upon resolutions/proclamations:

The Court approved resolutions and closed the meeting in honor of the memory of the following individuals:

Nathalie Campbell Patton †

Mary Hans †

Cirilo Alonzo, Jr. †

With no further business, the meeting of June 24, 2024 was adjourned at 10:45 AM. Exhibits identified under a specific agenda item are included as supporting documentation of the actions taken by the Uvalde County Commissioners Court, and are placed after the minutes and before the page titled Commissioners Court Order.

**3. CONSIDER AND ACT UPON APPROVAL OF 2025 SHERIFF AND
CONSTABLE FEES**

**This is an annual requirement with changes submitted to the State
Comptrollers Office**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Judge Mitchell

From: Eloy Del Bosque <Eloy.DelBosque@cpa.texas.gov>
Sent: Thursday, June 27, 2024 1:52 PM
To: wrmcj@uvaldecountry.com
Subject: Sheriff and Constable Fees Report Year 2025 Reminder



Texas Comptroller of Public Accounts

June 27, 2024

Hon. William R. Mitchell, Judge
Uvalde County

Dear Judge Hon. William R. Mitchell:

Our office is compiling the 2025 Sheriffs' and Constables' Fees report as required under [Texas Local Government Code, Section 118.131](#). This law requires each commissioners' court to set fees charged for civil services by the sheriffs and constables and directs that these fees be reported to the Comptroller.

By law, these fees must be set before Oct. 1 of each year and reported to the Comptroller's office no later than Oct. 15. Failure to meet this deadline will result in 2024 fees remaining in effect throughout 2025. Please be aware that even if the county has not changed fees, the county is still responsible for reporting that information to the Comptroller's office. If there are no fee changes, please review the fees to make sure they are correct.

See below for instructions for reporting the 2025 fees to our office. Please note that the form is closed until July 15th, the form will be open on and after that date. To review and file your county's fees, visit our [website](#) and use the following access code:

84312057

The 2025 Sheriffs' and Constables' Fees information will be available on our [website](#) no later than Jan. 1, 2025.

County Judge and Commissioners Court Instructions

To meet the Oct. 15, 2024 deadline and to comply with the law, you must:

- Place this item on your commissioners court meeting agenda, and
- Adopt the fees before Oct. 1, [Current Calendar Year].

To report your 2025 fees:

- Go to <https://comptroller.texas.gov/transparency/local/sheriffs/reporting.php>.
- Enter the access code included in this email.
- Select the "Submit" button.

Complete the required information on the next page:

- Please fill out your name, phone number and email address in the required fields.

- Review and if necessary, correct the County Judge and County Clerk information. You may include one other contact if you choose to.
- Select the "Submit" button.

If there are changes adopted by the commissioners court on or before Oct. 1, 2024:

- Review and edit your county's current fees.
- Add any new fees your county adopted for [Year] on the Add Fees tab.
- If the fee or header you need to add is not listed in the drop-down box, call or email our office for assistance.
- Use the View Fees to make sure all your fees are correct, then submit the report.
- If you need to make additional changes, use the access code to log back in before Oct. 15.

Thank you in advance for your attention to this matter. If you have questions, please email us at transparency@cpa.texas.gov or call 1-844-519-5676.

Sincerely,

Transparency Team
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
Transparency Hotline: (844) 519-5676

Unsure of what to report when? Check out our [Reporting Requirements Checklists!](#)

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.



Sheriff Ruben Nolasco
Uvalde County

June 25, 2024

Good morning:

Hon. Judge Mitchell:

In reference to the 2024-2025 Sheriff & Constable Fees, the Uvalde County Sheriff's Office conducted a fee schedule comparison with Real County, Frio County, Medina County and Bandera County. I recommend increasing the fee for Forcible Detainer's from \$150.00 to \$200.00 and Subpoena's from \$125.00 to \$150.00. This will allow Uvalde County to match Medina County. All other fees will remain the same.

Sheriff Ruben Nolasco

Date



UVALDE COUNTY SHERIFF'S OFFICE
Sheriff Ruben Nolasco

County OF UVALDE
2022 Sheriff & Constable Fees

Notice:

Forcible Detainers \$150.00

Order/Notice of sale \$225.00

Subpoenas/Summons \$125.00

Writs (All Types) \$225.00

Service Fee:

Citations (All Types) \$150.00

Distress Warrant \$125.00

Executing Bill of Sale \$75.00

Executing Deed \$100.00

Interrogations \$125.00

Mental/Alcohol/Drug Commitments \$165.00

Posting Notice (All Types) \$100.00

Precepts \$130.00

Show Cause \$130.00

Tax Warrant \$150.00

Temporary Protective Order (Charge Respondent) \$150.00

Temporary Restraining Order \$150.00

For Each Estray Livestock (Sheriff Fee)

Hauling (Single Load) \$150.00

Feed Cattle/ Horses (Per Day/Per Head) \$20.00

Feed Sheep/Goat/Hogs (Per day/ Per Head) \$10.00

Catch Fee (For Contained Area per Head) \$25.00



UVALDE COUNTY SHERIFF'S OFFICE
Sheriff Ruben Nolasco

If Horses required to Catch Stray \$150.00

County Fee (Pre Head) \$25.00

Sheriff/Constable/Deputy may charge a fee per officer after the first two hours (2) for the Eviction, Forcible Detainer, or any Writ served and/or executed by the departments & \$30.00.

Collecting Money on an Execution or Order of Sale, when the same is made a sale:

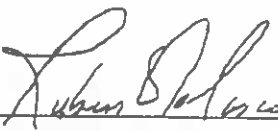
1. The first \$200.00 or less = 10%
2. All Sums over \$200.00 and less than \$1,000.00 – 6%
3. All sums over 1,000.00 and less than \$5,000.00 = 3%
4. All sums over \$5,000.00 = 2%

When the money is collected by the Sheriff and Constable without a sale but levied upon, half of the above rates shall be allowed.

Search Report, each report requested constitutes as a new search. (NO CHARGE TO VICTIM OF CRIME) --\$6.00 per page.

- (1) **Standard Paper copy.** The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
 - (A) Data cartridge--actual cost--\$15.00 Per USB 32GB (USB included)
- (2) **Oversize paper copy** (e.g.: 11 inches by 17 inches)--\$.50 per page.
- (3) **Labor charge for locating, compiling, manipulating data, and reproducing public information.** --\$ 15 per hour.
- (4) **A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:**
 - (A) Two or more separate buildings that are not physically connected with each; or
 - (B) A remote storage facility.
- (5) **Overhead charge.**
 - (A) Whenever any labor charge is applicable to a request, the overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.
 - (B) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
 - (C) Postal and shipping charges, any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

Copies of video \$15.00 per 32 GB (Includes USB)—plus \$6.00 per search of video.



Sheriff Ruben Nolasco

Date

4. CONSIDER AND ACT UPON EXECUTIVE SUMMARY REPORT OF SELF SUPPORTING RADIO TOWER

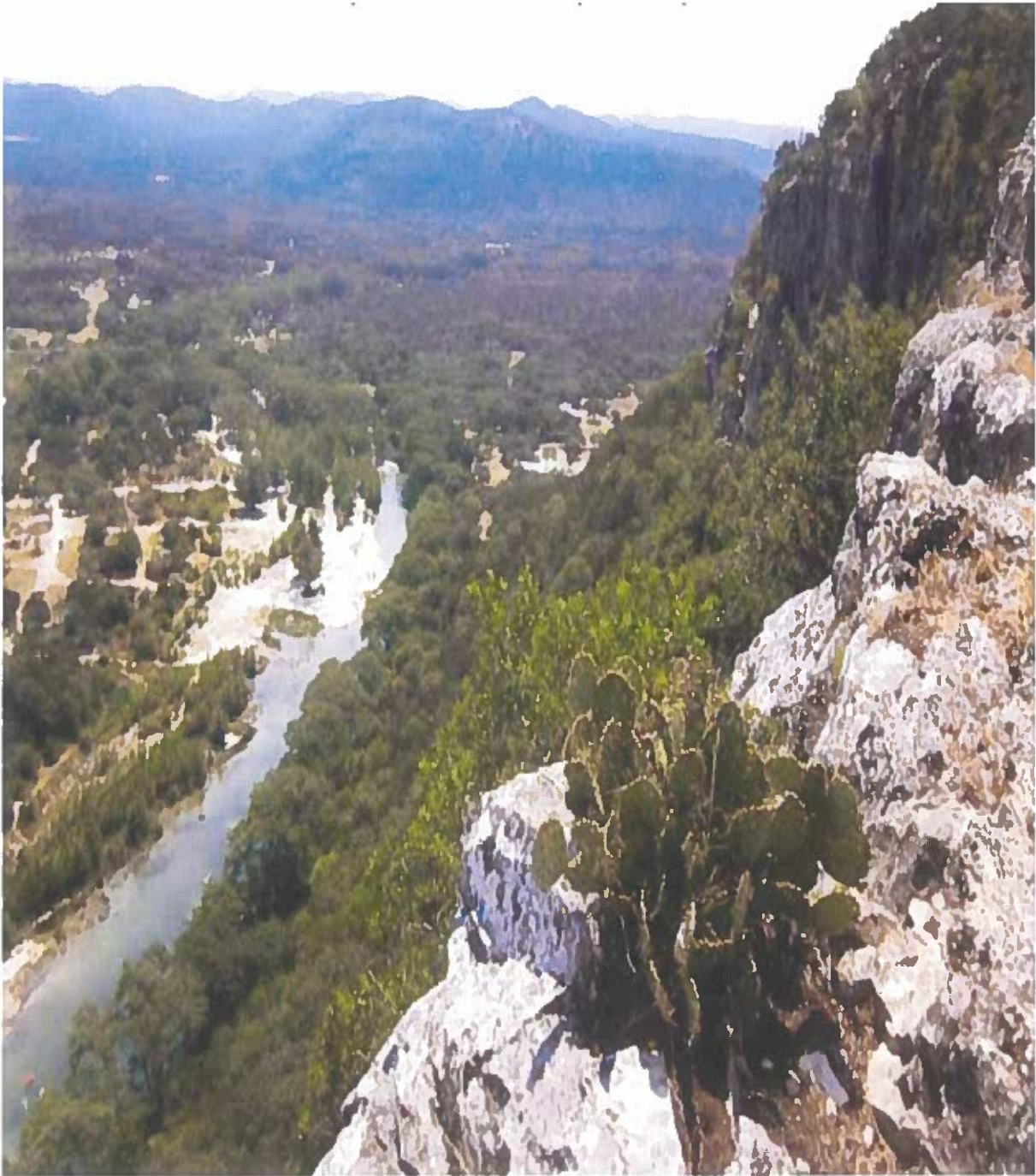
The county recently erected a self supporting radio tower located at the county road department. The tower is an enhancement of the county's Flood Early Warning System installed in 2019 as a partnership with the Texas Water Development Board. Carl Esser will outline the attached executive summary of the project.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**



EXECUTIVE SUMMARY

UVALDE COUNTY FLOOD INFRASTRUCTURE FUND CATEGORY 4

TWDB COMMITMENT NO. G1001223

DESCRIPTION AND PURPOSE OF PROJECT:

The primary purpose of Uvalde County's project is that of a Self-Supporting Tower for the recently installed Flood Early Warning System which Uvalde County partnered with the Texas Water Development Board. In 2019 Uvalde County completed and installed a Flood Early Warning System where thirteen sites which had been prioritized by public input received rainfall and stream flow gauges to provide for real-time rainfall and streamflow-gauge monitoring network. The data received from the instrumentation in the field is transmitted to a shared tower site at (Kennedy Mountain) at Uvalde, Texas. This tower is not owned or controlled by Uvalde County, and only a verbal agreement is in place for its use. In order to provide for sustainability to the Flood Early Warning System, Uvalde County requested resources to construct a Self-Supporting Tower which will be used to collect and transmit data from real-time rainfall and streamflow-gage monitoring network for Uvalde County's Flood Warning System and Public Safety Communications. The Self-Supporting Tower was installed and constructed on Uvalde County property located at 2967 U S. Highway 83 N at the Uvalde County Road Department. This proposed project was identified in the Executed Summary Report at the conclusion of the Flood Early Warning System recently installed.

ENTITIES TO BE SERVED AND CURRENT & FUTURE POPULATIONS:

The entire population of Uvalde County has the potential of being served and benefited by the Self-Supporting Tower for the Flood Early Warning System. This includes the City of Uvalde and the City of Sabinal in addition to the unincorporated communities of Knippa, Utopia and Con Can. The population of Uvalde County according to most recent census data is 26,440.

COST OF THE PROJECT:

The final cost of the project for the Uvalde County 300 vertical foot Self-Supporting Tower was \$291,398.00 by Western Towers, \$30,000.00 for Project Management by Esser & Company Consulting LLC, Consultant for Uvalde County and \$5,000.00 for Executive Summary Final Report to the TWDB.

TASK	DESCRIPTION	AMOUNT
1	Procurement of Self-Supporting Tower	\$291,398.00
2	Project Management	\$30,000.00
3	Executive Summary Final Report to TWDB	\$5,000.00
Total Costs		\$326,398.00

The funding sources were the Texas Water Development Board to fund the lessor of \$219,000.00 or seventy-three percent (73%) of the total costs. Uvalde County's matching amount of \$107,398.00 was funded from Uvalde County Flood/General Fund. Additionally, Uvalde County will budget annually for operation and maintenance costs. These costs will be minimal due to the tower being new. There have not been any potential uncertainties related to providing funding for anticipated recurring costs. Annual maintenance and operation costs will be budgeted annually at \$10,000.00/year.

DESCRIPTION OF ALTERNATIVES CONSIDERED & REASONS FOR SELECTION OF PROPOSED PROJECT:

Uvalde County considered alternatives for the selection of the project. The Self-Supporting Tower was prioritized because less real estate is needed for a Self-Supporting Tower as compared to a Guided Type Tower. Uvalde County had sufficient space/land at the Uvalde County Road Department site benefiting and meeting the needs of Uvalde County's operations at the Uvalde County Road Department location. The alternatives considered were a no action alternative thus continuing to use the existing tower that is not owned by Uvalde County. The no action alternative was rejected, due to the need of Uvalde County sustaining the existing Flood Early Warning System for the residents of Uvalde County.

- Development of a 300' self-supporting radio communications tower to be located at the Uvalde County Yard, named Uvalde County Yard Site, [29°14'53.0"N 99°47'21.0"W]. The tower is intended to support licensed communications antenna systems to enhance the Uvalde County's Early Flood Warning System.

TOWER SPECIFICATIONS:

300' Self Supporting Tower constructed of a combination of either solid Pirod rod truss leg or pipe leg members.

- Engineering drawings were sealed by registered Professional Engineer
- Custom foundation design unit base or drilled caisson with oil report supplied
- Hot dipped galvanized sections and components
- Pirod Solid Rod Truss Legs Steel construction of leg members
- Bolt on diagonal bracing.
- Tower assembly hardware
- Horizontal members welded in truss legs and Step bolts on all three legs of the pipe legs to the 7' width, thence on one leg to the top for climbing.
- (1) Face Mounted Waveguide Ladder with (12) line capacity
- Anchor steel with full-sized template to simultaneously position all anchor bolts
- (1) Tuf Tug cable type safety climb system without both the trolley and the harness
- TIA-H grounding using appropriate length lightning rod & extender
- FAA Code E-1 Dual LED Medium Intensity Light Kit with Two LED Top Beacons, LED Side Marker Lights, ice shields, interior mounted controller, alarms, photocell, SO cord wiring, and all necessary mounting hardware.

FREIGHT

Freight costs with unloading of truck by Contractor to nearest access point to the site, via flatbed tractor trailer.

WIND AND ICE LOAD

90 mph 3-sec gust basic wind speed (no ice) with Risk Category II, Exposure C criteria, and Topographical Category 1 per ANSI/TIA-222-H.

Design tower to not exceed 85% capacity when considering current proposed loading

ANTENNA LOAD

- Install (1) Collinear 54-160 @ 300' with (1) 7/8th feed line
- Install (1) Collinear 54-160 @ 250' with (1) 7/8th feed line
- Install (1) DB224 antenna with (1) coax feed line

TWIST & SWAY

Twist and Sway for 6' diameter 6 GHz dish for 10 db degradation at 60 MPH 3-sec gust Service Wind Speed at dish levels indicated per TIA-222-G.

COMPOUND FENCING

Weatherproof warning signs warning the public of the electromagnetic emission hazards in compliance with R56 requirements shall be furnished and installed. Weatherproof signs shall be furnished and installed that state "No Trespassing". These required signage symbols and lettering shall be impervious to weathering, written in English/Spanish, installed on the exterior of all sides of the main compound perimeter and compound fence gate.

CONTRACTOR RESPONSIBILITIES:

SITE ZONING

- Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

SITE ENGINEERING

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction
- Conduct up to 80-foot-deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil

conditions at locations of the tower foundation.

- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumb, linearity, and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit, and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

SITE PREPARATION

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
 - Provide one-time mobilization costs for the construction crews.
 - Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area.
 - Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components.
 - Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it.
 - Provide silt fence around the compound to control soil erosion.
 - Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work.
- Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

SITE COMPONENTS INSTALLATION

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current R56 or equivalent standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground

testing, the cost of such improvements shall be the responsibility of Contractor.

- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 10 linear feet).

TOWER WORK

- Construct tower foundations including excavation, rebar and concrete.
- Erect new 300-foot self-supported tower with strobe lighting IAW AC 40 7460-1L.
- Supply and install grounding in accordance with R56 for the tower base for self- supported towers.

Subcontractor will acknowledge to and for the benefit of Uvalde County and TWDB that it understands the goods and services under this Subcontract are being partially funded with monies made available by the Flood Infrastructure Fund (FIF). This fund has statutory requirements commonly known as "United States Iron and Steel" that require all of the iron and steel products used in the project to be produced in the United States ("United States Iron and Steel Requirement"), including iron and steel products provided by Subcontractor pursuant to this Agreement. Subcontractor hereby represents and warrants to and for the benefit of Contractor and TWDB that (a) Subcontractor has reviewed and understands the United States Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the United States Iron and Steel Requirement, unless a waiver of the requirement is approved or an exemption applies under Texas Government Code § 2252.203(b) and (c) or 31 Texas Administrative Code § 363.41(c)(2), and (c) Subcontractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the United States Iron and Steel Requirement as may be requested by Uvalde County or TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by Subcontractor will permit Contractor to enforce this Agreement and recover as damages against Subcontractor any loss, expense, or cost (including without limitation attorney's fees) incurred by Contractor resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from TWDB or any damages owed to TWDB by Contractor). Neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) may be amended or waived without the prior written consent of TWDB.

In the execution of the Contract, Subcontractor must be familiar with and at all times must observe and comply with all applicable federal, state, and local laws, ordinances and regulations concerned with the use of iron and steel made in the United States which in any manner affect the conduct of the work, and will indemnify and save harmless the Texas Water Development Board against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by their Subcontractor(s) or employees.

HISTORY OF FLOODING IN UVALDE COUNTY:

Annual flood losses across the United States over the last 30 years averaged about \$7.96 billion with 82 fatalities per year (NOAA, 2017a). In 2011 alone, there was a reported \$9.1 billion in direct damages and 113 reported fatalities due to flooding in the United States (NOAA, 2017a). The headwaters of streams in Uvalde County (fig. 1) are influenced by the Texas Hill Country hydrology where high intensity rain rates and steep terrain frequently contribute to flash flooding, leading to potential loss of life and property. The devastating flooding in Uvalde County resulted in massive loss of property during 2015. While floods are impossible to prevent completely, and there is no way to guarantee protection of property, the U.S. Geological Survey (USGS), National Weather Service (NWS), and other federal, state, and local agencies have demonstrated that the economic impacts and loss of life associated with flooding can be greatly reduced with more informed flood warning systems.

A key aspect of flood warning systems is having a network of rainfall and streamflow gaging stations located upstream of at-risk areas. These gaging networks can provide advanced notice of potential impending floods. Data from real-time datasets, are transmitted every fifteen minutes from the sites and posted on the Uvalde County website. Flood early warning systems are estimated to show a potential savings of as much as \$1.62 billion annually.

Uvalde County, located in the Texas Hill Country has more miles of fresh water streams and rivers than any other county in Texas. These rivers and streams include the Nueces, Frio, Sabinal, Dry Frio, Blanco, Little Blanco, and Leona River.

One specific area of flooding concern in Uvalde County is the Frio River along the reach from Leakey to Con Can. Specifically, Garner State Park, which is located between Leakey and Con Can, attracts several thousand tourists from across Texas on an annual basis. Unfortunately, many of the visitors are not aware of the Hill Country hydrology and associated potential flooding hazards. To assist emergency management staff in

conveying potential, or impending, hazards a flood protection program is critical in this popular recreational area.

Similarly, a second area of flooding concern is along the Sabinal River from approximately Vanderpool to Sabinal, Tex. Though the Sabinal is a smaller river than the Frio, it is as prone to flash flooding as the Frio.

PROBLEM STATEMENT:

The lack of real-time rainfall monitoring or streamflow gaging stations in the upstream reaches of the Frio, Sabinal, Nueces, and Leona Rivers means there are limited hydrologic data available to help provide an early warning of impending flooding. Rainfall and streamflow monitoring stations are needed by local authorities, emergency-response managers, and the National Weather Service to provide valuable early-warning information.

OBJECTIVE:

To help assess potential risks associated with flooding events Uvalde County and Texas Water Development Board developed a flood monitoring system for Uvalde County and surrounding counties. This included real-time rainfall and streamflow-gage monitoring network. Community meetings were scheduled to assist Uvalde County in formulating the flood protection plan. The first meeting was conducted in Con Can on March 27, 2017. Twenty seven participants contributed to this meeting, stressing the need for a flood protection system and the need to provide flood protection information not only for local residents but folks who visit this area between Leakey and Con Can.

Uvalde County scheduled and conducted two (2) additional public information meetings with cooperating communities and stakeholders. On April 13, 2017 the second public meeting for the TWDB Flood Protection Early Warning System was held in the City of Sabinal at 6:30 p.m. at the Senior Citizen Building. Seven (7) participants attended and gave their views and comments regarding the proposed project. Then on April 20, 2017 at 5:00 p.m. the third public information meeting for TWDB Flood Protection Early Warning System was held in Utopia. Thirty (30) participants attended and gave their views and comments regarding the proposed project. Of importance at the Utopia meeting was public comment that Utopia residents could benefit by knowing how much it rained during an event on the upper Sabinal River watersheds, in order to inform the residents of Utopia of potential flooding that might occur.

APPROACH:

Early detection of potential flood conditions and reliable flood forecasting are critical components of an effective local flood warning system. Advance warning of impending floods can save lives and prevent extensive property damage. Uvalde County selected High Sierra Electronics and One Rain the Rainfall Company for their flood warning and environmental monitoring equipment. HSE's monitoring systems include all remote site equipment, communications equipment, and central base station equipment and software required for a complete integrated solution. HSE's are ideally suited for applications requiring real-time environmental data – measurements of rainfall and water levels in rivers. The HSE system includes network ready software to facilitate data management, graphical map displays, activation of alarms, instant messaging, hydrological forecasting and analysis tools. The software package is an easy to use menu driven program and is capable of feeding public or inter agency websites.

MODEL 3424-00 RAIN GAUGE STATION:

The Model 3424-00 Rain Gauge Station generates real time data to help in flood warning, reservoir management and any other application that calls for timely rainfall information. The data provides information of precipitation patterns and events as they happen helping the system operator understand and predict runoff. This information facilitates the decision making of emergency management personnel during time of potential flooding helping to save property and lives.

The Rain Gauge tipping bucket is machined from a solid piece of aluminum. This eliminates the possibility of cracks forming due to repeated freezing and melting which could result in leakage and errors. The standard ALERT/IFLOWS tipping bucket measures in 1mm with each tip of the bucket. With each tip of the bucket a magnet passes over a sealed reed switch. This switch closure increments one count in an accumulator (counter) circuit in the 3206-00 ALERT/IFLOWS Transmitter. This awakens the transmitter and initiates a transmission to the base station consisting of the assigned service ID# and the accumulator value. As a result, the computer and its forecasting software compute within 1mm the rainfall amounts at gauges throughout the system.

MODEL 3466 PACKAGED PRESSURE TRANSDUCER STATION

The MODEL 3466 packaged Pressure Transducer Station provides real-time data for monitoring water levels at dams, streams or most anywhere hydrological data is needed with an accuracy of 0/1%. An advantage of this pressure transducer is that the signal conditioning for the sensor is mounted in a desiccant box, thus making it easy to access and allowing for the periodical recalibration of the transducer insuring the long term

accuracy and stability of data. The pressure transducer station include a weatherproof Sandpipe Assembly, ALERT/IFLOWS Data transmitter with battery, Pressure Transducer w / Desiccant Box, Spun Cap Antenna, Antenna Mast & Cable, and Rainfall Gauge Top Section.

ALERT DATA TRANSMITTER:

The ALERT Data Transmitter allows one to receive data from your critical monitoring sites. The Data Transmitter is a powerful and flexible addition to the ALERT family of products with the field technician in mind. The Model 3316 is housed in a weather resistant NEMA enclosure. The standard configuration accepts analog inputs, up to 2 shaft encoders, and up to 2 precipitations. The basic programming mode allows the user to configure the unit simply by using rotary switched. The user can program parameters independently for each sensor to be logged. Data is logged on a Secured Data (SD) memory card and can be retrieved via the USB port. The SD memory card can also be removed for later downloading and replaced with a spare card. The transmitters are supplied with a VHF or UHF data radio for ALERT data transmission; however other communication devices such as GPRS radio or CDMA (cellular) can utilize the serial port

CONTRAIL SOFTWARE:

Measuring rainfall, river or stream water levels at several points upstream, combined with reliable and timely communications and dissemination of information via Contrail, ensures Uvalde County that sufficient lead time for actions that reduce risk, minimize losses and possible save lives. One Rain's Contrail software platform collects processes and archives rainfall, flow level, weather station and many other hydro meteorological data from virtually any sensor type and transmission protocol. Contrail supports ALERT line of sight radio data, cellular and satellite weather gauge data as well as any web-accessible sources such as USGS gauges, RWIS and more. At the core of Contrail is its 24/7 continuous real-time data collection monitoring advanced alarm and automated delivery notifications that ensures information is automatically distributed quickly and efficiently to appropriate personnel to warn of possible flood conditions. Contrail empowers decision makers and response personnel with critical real-time information through highly customizable alarm rules, communicating response actions and multiple alert delivery notification options.

The Uvalde County Emergency Operation Center staff and Uvalde County officials will continually utilize and monitor the Flood Early Warning System data. As time progresses and rainfall events are monitored formulas and thresholds will be set to create alarms and notifications. The system has the capability for users to receive alarms and notifications during a flood event.

From training and stakeholder meetings it was discussed that additional rainfall gauges and stream flow monitoring equipment should be considered to be installed in the upper watersheds of both the West Prong and East Prong of the Frio River in Real County. This would allow for earlier detection with additional information and data to be received in some of the most populated resort and camping areas in and around the Garner State Park and Con Can Community area.

LOCATIONS

Thirteen (13) sites were prioritized by Uvalde County stakeholders to receive rainfall gauges and/or stream flow monitoring equipment. The sites are as follows:

1. Bandera Tower in Bandera County on RR 337 West. **29.7594380, -99.4604140**. Rainfall gauge only. This location was due to the request of Utopia residents in order to monitor data from the upper watershed of the Sabinal River.
2. Boone Slough at the Boone Slough Flood Prevention Dam on Willingham Ranch eight miles north of Uvalde. **29.2834460, -99.8154180**. This location was due to the request of the Nueces Frio and Sabinal Soil & Water Conservation District.
3. Cook Slough at the Cook Slough Flood Prevention Dam approximately three miles northwest of Uvalde. **29.2703930, -99.8267560**. This location was due to the request of the Nueces Frio and Sabinal Soil & Water Conservation District.
4. Dry Frio River at the Reagan Wells Baptist Church, RR 1049 Reagan Wells, Uvalde County Texas. **29.5412330, -99.8478950**. Rainfall gauge and streamflow monitoring equipment installed.
5. Frio River at FM 1120 first Frio River Crossing approximately five miles South of Leahey, Real County Texas. **29.5761930, -99.7250360**. Rainfall gauge and streamflow monitoring equipment installed.

6. Frio River at CR 350 Magers Crossing south of Garner State Park, Uvalde County Texas. **29.5761930, -99.7250360**. Rainfall gauge and streamflow monitoring equipment installed.
7. Leona Dam at 8 mile ranch on Leona River Uvalde County, Texas. **29.2948590, -99.7682180**. This location was due to the request of the Nueces Frio and Sabinal Soil & Water Conservation District.
8. Leona River at CR 400 Uvalde County, Texas. **29.2568660, -99.7786290** Rainfall gauge and streamflow monitoring equipment installed.
9. Nueces River at CR 408 Uvalde County, Texas. **29.4430810, -99.9939820**. Rainfall gauge and streamflow monitoring equipment installed.
10. Nueces River at McDonald Road Real County, Texas. **29.6941900, -100.0270360**. Rainfall gauge and streamflow monitoring equipment installed.
11. Sabinal River at CR 360 Uvalde County, Texas. **29.5850680, -99.5265370**. Rainfall gauge and streamflow monitoring equipment installed.
12. Sabinal River at SH 187, Bandera County. **29.6664180, -99.5443840**. Rainfall gauge and streamflow monitoring equipment installed
13. West Sabinal River at RR 337 East Real County, Texas. **29.7361420, -99.6190620**. Rainfall gauge only. This location was due to the request of Utopia residents.

SCHEDULED MAINTENANCE OF EQUIPMENT:

Estimated maintenance of thirteen (13) gauges is proposed at approximately \$1,200.00 each or \$15,600.00 annually. Additionally, the maintenance of the Contrail Server is offered at \$6,000.00 annually.

SCHEDULED MONITORING OF EQUIPMENT:

Currently Uvalde County is monitoring the all equipment for proper recording and transmitting. As issues or concerns arise Uvalde County has contracted High Sierra Electronics now aka AEM which has sent technicians to the field to address any concerns.

REFERENCES

EASPE, -i., 2002. Use and Benefits of the National Weather Service River and Flood forecasts. <http://www.nws.no.gov/oh/ahps/AHPSBenefits.pdf>. Accessed July 27, 2017.

Honorable William R. Mitchell, Uvalde County Judge

National oceanic and Atmospheric Administration, 2017a: national Weather Service. <http://www.nws.noaa.gov/hic>, accessed July 11, 2017

**5. CONSIDER AND ACT UPON ACTIVITY REPORT FROM
FAIRPLEX DIRECTOR WENDY SPEER**

The Fairplex Director will discuss some of the activities that have taken place at the fairplex plus some that are planned.

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

6. CONSIDER AND ACT UPON EOC COPIER CONTRACT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government Cost Per Image Agreement



Supplier Name & Address: Quality Print Solutions 123 N. High Street Uvalde Texas, 78801				Agreement No: 020-0124682-0	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851					
Full Legal Name: County Of Uvalde			Phone Number: 830-278-3216		
Billing Address: Courthouse Square #4			City: Uvalde	State: Texas	Zip: 78801
Contact Name: Alice Chapman			Contact Email: alchapman@uvaldecountry.com		
Quantity	Model and Description		Quantity	Model and Description	
1	C8155H/Fax/Office Finisher/Hole Punch				
<input type="checkbox"/> See Attached Schedule A Equipment Location (if different from Billing Address): Attn: Auditor-EOC 207 S. Getty Street Uvalde Texas, 78801					
Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
B&W	8000	.008			
Color	0	.055			
Excess Image Charge Billing Frequency (Monthly if not noted): <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other					
Initial Term: (IN MONTHS)	60	Payment (plus applicable taxes): \$ 292.02		<input checked="" type="checkbox"/> Fair Market Value ("FMV") <input type="checkbox"/> \$1	
		Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.					
Authorized Signer X:			Date:	Federal Tax ID: (Required) 74-6002422	
Print Name: William R. Mitchell			Title: County Judge		
Accepted By: Xerox Financial Services LLC			Name and Title:		

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment Schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by You, Supplier and XFS), Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the maximum amount permitted by law. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of Your formation once You provide notice thereof. For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be unenforceable.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 21 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical location or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined on the first page hereof in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any

filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a re-filing or amendment to XFS's financing statement against You becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION. XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

9. **Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. IF XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

11. **Taxes.** You have represented to XFS that You are currently, and shall continue to be, a tax-exempt entity. In the event You are no longer tax-exempt (or are unable to provide proof thereof to XFS), You will be responsible for, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as the Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all such personal property taxes. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

12. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. **Default and Remedies.** You will be in default hereunder if We do not receive Payment within 30 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following, as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate in accordance with the laws of Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) pay all remaining Payments in the Term, discounted to date of default at the Discount Rate; (iii) the Equipment's booked residual or if not purchased, require You to return the Equipment as provided herein; and (iv) Taxes. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount acceptable to us (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all relevant liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to You (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT, BUT XFS SHALL APPLY ANY INSURANCE PROCEEDS TO REDUCE THE REMAINING AMOUNTS DUE. Notwithstanding procurement of Required Insurance, You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim.

16. **Authorization of Signer and Credit Review.** This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

17. **Finance Lease and Customer Waivers.** Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

18. **Original and Sole Controlling Document; No Modifications Unless In Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

21. **Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from You at least thirty (30) days before the Termination Date. At XFS's request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for any Payment(s) for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the Equipment to the Dealer (or such other party as We may designate) as set forth in the return provisions hereof.

7. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

8. CONSIDER AND ACT UPON LINE ITEM BUDGET AMENDMENTS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

9. CONSIDER AND ACT UPON PAYMENT OF BILLS

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

**10. CONSIDER AND ACT UPON APPROVAL OF MONTHLY
REPORTS**

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

11. CONSIDER AND ACT UPON PAYROLL APPROVAL

_____ **Commissioner Yeackle**

_____ **Commissioner Pargas**

_____ **Commissioner Bates**

_____ **Commissioner Garza**

12. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS