



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2019**

A resolution of the County of Brooks (County) Texas certifying that the county has made a grant to Community Action Corporation of South Texas, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the County recognizes Ann E. Awalt (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$2,500 to be used between the:

1 of January 2019 and the 31 of December 2019  
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 22<sup>nd</sup> day of June, 2018

*Signature of Authorized Official of the County*

Eric Ramos, County Judge

*Typed Name and Title*

RESOLUTION


WHEREAS, The Brooks County Commissioner's Court finds it in the best interest of the citizens of Brooks County that the 2017 OPERATION STONE GARDEN be operated for the 03-1-2018 to 05-31-2019; and

WHEREAS; Brooks County, agrees to provide no matching funds requirements for the said project as required by the US Department of Homeland Security grant application; and

WHEREAS, Brooks County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brooks County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Brooks County Commissioner's Court designates The Honorable Brooks County Judge Imelda Barrera as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brooks County Commissioner's Court approves submission of the grant application for the 2017 OPERATION STONE GARDEN to the Office of the Governor.

Signed by:  \_\_\_\_\_

Passed and Approved this 2nd (Day) of June (Month), 2018 (Year)

Grant Number: 3221003

STATE OF TEXAS           §  
  §  
COUNTY OF BROOKS       §

RESOLUTION

BE IT RESOLVED that on the 22nd day of June, 2018, the Brooks County Commissioners' Court convened in regular session and, upon the request of the Brooks County Commissioners, the following item was placed on the Agenda of the said Court for such meeting, pursuant to Government Code § 551.041 *et seq.*, Vernon's Texas Civil Statutes (the Texas Open Meeting Act) to be considered:

“Discuss and act on the appointment of a Director to serve on the Brush Country Groundwater Conservation District Board of Director to represent the agricultural interests of Brooks County. The appointment would be made in accordance with the Enabling Act of the Brush Country Groundwater Conservation District.”

WHEREAS, the Brush Country Groundwater Conservation District (“District”) was created by Senate Bill 2456 in 2009 to preserve and protect the groundwater resources within the territory of Brooks, Jim Hogg, Hidalgo, and Jim Wells Counties;



WHEREAS, Senate Bill 2456, as codified in Chapter 8852 of the Special District Local Laws Code, requires the Commissioners' Court of Brooks County to Appoint a certain number of directors to serve on the District's Board of Directors not later than June 30 of each even numbered year;

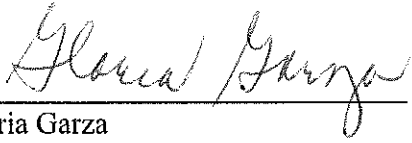
WHEREAS, a Director must be appointed by June 30, 2018 to represent the agricultural interests of Brooks County and to serve a four year term because the current Director's term expires June 30, 2018; and

WHEREAS, Brooks County appoints David E Kelly as the Director to represent the agricultural interests of the Brooks County on the District's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, PASSED, AND APPROVED on the 22nd day of June, 2018.

COMMISSIONERS COURT OF BROOKS COUNTY, TEXAS

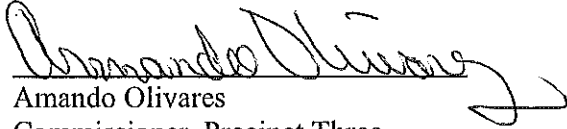
  
\_\_\_\_\_  
Inelda Barrera, County Judge  




Gloria Garza  
Commissioner, Precinct One



Vincent Vargas  
Commissioner, Precinct Two

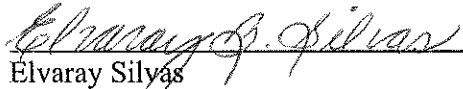


Amando Olivares  
Commissioner, Precinct Three



Jose Tony Martinez  
Commissioner, Precinct Four

ATTEST:



Elvaray Silyas  
Brooks County Clerk

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF COMMISSIONER Martinez SECONDED BY COMMISSIONER Olivarez AND DULY CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER

DEPARTMENT	FROM	TO	INCREASE/ DECREASE
5-012-0512-8105 JAILERS	\$ 313,235.00	\$ 313,135.00	- \$ 100.00
5-012-0512-8129 OVERTIME	\$ 15,000.00	\$ 15,100.00	+\$ 100.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

*Gloria Garza*  
GLORIA GARZA, COMM. PCT #1

*Vince Vargas*  
VINCE VARGAS, COMM. PCT#2

*Armando Olivarez*  
ARMANDO OLIVAREZ, COMM. PCT #3

*Jose A. "Tony" Martinez*  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

STATE OF TEXAS )  
 ) INTERLOCAL AGREEMENT  
COUNTY OF STARR )

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and

between the County of Starr, Texas, a political subdivision of the State of Texas hereinafter referred to as "County" and Brooks County, a political subdivision of the State of Texas and is as follows:

The County of Starr, Texas, through this Interlocal Agreement, is acting on behalf of the Starr County Sheriff's Office ("SCSO"). Brooks County, through this Interlocal Agreement, is acting on behalf of the Brooks County Sheriff's Office ("BCSO").

**WITNESSETH:**

**Whereas**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**Whereas**, Operation Stonegarden ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection Border Patrol, to support overtime, per diem, and lodging for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security and to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border; and

**Whereas**, Starr County through the Starr County Sheriff's Office ("SCSO"), wherein SCSO is identified as the lead agency, Brooks County on behalf of the Brooks County Sheriff's Office ("BCSO"), agree to participate in OPSG 2017 grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

**Whereas**, Starr County acting through SCSO will be the lead participating agency for application and administration of funds for the OPSG Grant; and

**Whereas**, Officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy, notwithstanding that, the "BCSO" will not be involved in immigration enforcement; and

**Whereas**, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in Brooks County, and furthermore such a consolidated

effort is in each party's best interest and that of the public; and will increase the effective and efficient functioning of each party; and

**Whereas, the County and Brooks County are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;**

**Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:**

1. The County and the Brooks County agree to use their respective share of the OPSG Grant Award as described in Attachment "A" only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in the named Brooks County.
2. Brooks County, individually and severally, that they will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.
3. This Agreement shall become effective upon the award to and acceptance by the County of the OPSG Grant and shall remain in effect until the expiration of the OPSG Grant to include any extensions thereof. In the event that no OPSG Grant is awarded, this agreement shall be void.
4. The Brooks County Sheriff's Office shall submit claims or invoices to the Office of the Governor (OOG) Homeland Security Grant Division via EGRANTS.

The Following items are required to be retained by the BCSO.

- Officer Daily Activity Report
- Time Detail (timesheets)
- Payroll Register
- OT Certifications signed by Supervisor
- Mileage Logs
- Inventory List
- Before equipment purchases are made, verify from [www.SAM.gov](http://www.SAM.gov) vendors are not on Debarment List.
- Verify the equipment is on the authorized equipment list (AEL).

5. The Brooks County Sheriff's Office claims for reimbursement shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted via EGRANTS by "BCSO" shall be paid directly to Brooks County after reimbursement by the Office of the Governor Homeland Security Grant Division.
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6. Brooks County, shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the County, State, or Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records. In particular, BCISO shall maintain financial and supporting documents, statistical records and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records and documents must be kept for a minimum of three years after the end of the contract period, or longer if otherwise required by law. If any litigation, claim or audit involving these records commences before the three year period expires, the named Brooks County must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

7. The County and Brooks County each agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement.

8. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

9. A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. No provision of this agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable. Therefore, this agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party under law.

11. This agreement is entered into in Starr County, Texas and venue for the enforcement of this agreement shall lie in Starr County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

12. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

13. This agreement may not be assigned by either party in whole or in part.

14. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

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15. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

16. If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

**IN WITNESS WHEREOF**, said County of Starr, said Brooks County, have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

COUNTY OF STARR

By: Eloy Gafza DATE: 04-23-2018  
Eloy Gafza  
Starr County Commissioner PCT. 3

ATTEST: Dennis D. Gonzalez  
Dennis D. Gonzalez  
County Clerk

Approved as to form:  
Victor Canales  
Victor Canales  
County Attorney

Approved as to Content:  
Rene Fuentes  
Rene Fuentes, Sheriff  
Starr County Sheriff's Office

BROOKS COUNTY

By: Inelda Barrera Dated: 6.27.2018  
Inelda Barrera  
County Judge

Approved as to Form:  
County Attorney  
County Attorney

Approved as to Content:  
Benny Martinez  
Benny Martinez  
Brooks County Sheriff

**ATTACHMENT "A"**

**U.S. Department of Homeland Security  
Bureau of Customs and Border Protection  
Operations Order Report**

**Op Order Name:** OPSG Texas Starr FY17  
**Op Order Number:** 18-RGVRGV-11-012 Version 0  
**Op Dates: From:** 09/01/2017 **To:** 08/31/2020  
**Report Date:** 10/31/2017

**Brooks Co. SO – Friendly Force Allocation amount \$183,025.97**

**Itemized Cost and Justifications**

**Overtime- (15 Deputies)**

4,500 overtime hours @ an average overtime rate of \$20.21 = \$90,945.00

**Subtotal OT-Operational: \$90,945.00**

**Fringe**

\$20.21 per hour X 14.69% (fringe) = \$2.96 x 4500 hrs. = \$13,320.00

**Subtotal Fringe: \$ 13,320.00**

**Equipment**

Item 1 – 14 APX6000 Digital Portable Radios (\$5,030.19 ea.) (AEL Code: 06CP-01-PORT) = \$70,422.66

Item 2 – 1 Vanquist 10 X 26 Binocular (AEL Code 03OE-02-BNOC) = \$249.06

**Equipment Subtotal: \$ 70,671.72**

**Fuel Costs**

44,000.12 miles / 13 miles per gallon = 3,384.6246 gallons @ \$2.39 average cost per gallon = \$8,089.25

**Subtotal Fuel: \$ 8,089.25**

**Mileage Costs**

**Subtotal Mileage: \$0.00**

**Maintenance**

**Maintenance service subtotal: \$ 0.00**

**Travel**

No Travel Planned – not applicable

**Subtotal Mileage: \$0.00**

**M&A**

Partner recipients – not applicable

**Subtotal Mileage: \$0.00**

Table A.2 Individual participant's proposed expenditure

<i>Brooks County Sheriff's Office – Partner Recipient Cost Summary</i>									
<b>Cost Categories</b>	<b>Overtime</b>	<b>Fringe</b>	<b>Equip</b>	<b>Fuel</b>	<b>Maint.</b>	<b>Mileage</b>	<b>Travel</b>	<b>M&amp;A</b>	<b>Total</b>
<b>Brooks Co. Cost</b>	\$90,945.00	\$13,320.00	\$70,671.72	\$8,089.25	\$0.00	\$0.00	\$0.00	\$0.00	\$183,025.97

Brooks Co. S.O. OT Cost \$ 104,265.00

Brooks Co. S.O. General Cost \$ 78,760.97

**Total Cost \$ 183,025.97**

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Martinez SECONDED BY COMMISSIONER Olivarez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENT(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

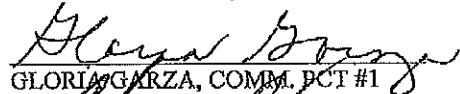
GENERAL FUND

(ADJUSTMENT)

LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0553-5230 SUPPLIES	\$ 200.00	\$ 100.00	- \$ 100.00
5-012-0553-9070 MISCELLANEOUS	\$ 300.00	\$ 400.00	+ \$ 100.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT #1

  
VINCE VARGAS, COMM. PCT#2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

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FOR BROOKS COUNTY

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ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Martinez SECONDED BY COMMISSIONER Vargas AND DULY  
CARRIED BY THE FOLLOWING VOTES.

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

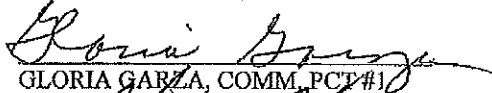
GENERAL FUND

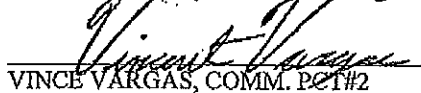
(ADJUSTMENT)

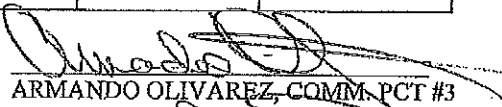
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0510-8107 PART-TIMERS	\$ 3,000.00	\$ 1,623.50	- \$ 1,376.50
5-012-0510-9068 CONTRACT LABOR	\$ .00	\$ 1,376.50	+\$ 1,376.50
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT #1

  
VINCE VARGAS, COMM. PCT #2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

**PROCLAMATION  
FOR SENIOR CITIZEN'S DAY  
MAY 14, 2018**

**WHEREAS**, throughout our history, SENIOR CITIZENS have achieved much for our families, our communities, and our country. That remains true today, and gives us ample reason this year to reserve a special day in honor of the senior citizens who mean so much to our community.

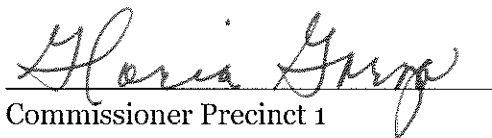
**WHEREAS**, older Texans are the most tangible links between our past, and present, and no part of our society would enjoy its current greatness without the contribution of our elder citizen, and


**WHEREAS**, we can all benefit from the wisdom and knowledge acquired by older Texans and experience of their past can help the younger generations of our state to meet the challenges of the future, and

**WHEREAS**, the elder who nurtured us in our childhood, counseled us in our adulthood, and remained our valued friends in maturity, and deserving of our science expression of gratitude.

**WHEREAS**, for all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older. Places in which elderly people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

**NOW THEREFORE, WE, BROOKS COUNTY COMMISSIONERS' COURT, County of Brooks, City of Falfurrias, Texas** do hereby designate May 14, 2018 as **SENIOR CITIZEN'S DAY** in Brooks County. In official recognition whereof, WE hereby affix our signatures this 22<sup>nd</sup> day of June 2018.

  
Commissioner Precinct 1

  
Commissioner Precinct 2

  
Commissioner Precinct 3

  
Commissioner Precinct 4

  
Brooks County Judge

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

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IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Martinez, SECONDED BY COMMISSIONER Vargas AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018.

GENERAL FUND

(ADJUSTMENT)

LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0665-5209 JM ALANIZ FAIRGROUNDS	\$ 7,500.00	\$ 2,700.00	- \$ 4,800.00
5-012-0665-5550 OUT OF CO TRAVEL	\$ 4,000.00	\$ 8,000.00	+\$ 4,000.00
5-012-0665-9080 REGISTRATION FEES	\$ 700.00	\$ 1,500.00	+\$ 800.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT #1

  
VINCE VARGAS, COMM. PCT#2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4



IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

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VINCE VARGAS	COMMISSIONER, PCT. #2
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JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Martinez SECONDED BY COMMISSIONER Olivarez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018.

GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0560-5575 INVESTIGATION SURVEIL COS	\$ 1,000.00	\$ 300.00	-\$ 700.00
5-012-0560-5135 OTHER SUPPLIES	\$ 5,000.00	\$ 5,700.00	+\$ 700.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT#2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT.#3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS <sup>4th</sup> 22 DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
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NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez SECONDED BY COMMISSIONER Martinez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

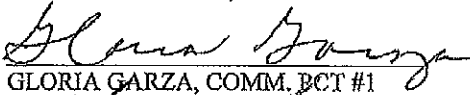
COMMISSIONERS' COURT MEETING June 22, 2018


GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0409-5511 PRINCIPAL FOR DEBT	\$ 16,082.89	\$ 16,026.53	- \$ 56.36
5-012-0409-5512 INTEREST FOR DEBT	\$ 1,951.60	\$ 2,007.96	+\$ 56.36
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT #1

  
VINCE VARGAS, COMM. PCT #2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

#2213

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez, SECONDED BY COMMISSIONER Martinez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

**GENERAL FUND**

(ADJUSTMENT)  
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0409-9021 GENERAL/PUBLIC OFFICIALS	\$ 33,000.00	\$ 29,594.00	- \$ 3,406.00
5-012-0409-9020 PROPERTY INSURANCE	\$ 53,000.00	\$ 56,406.00	+ \$ 3,406.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT #2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT #3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

# 2214

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS <sup>nd</sup> 22 DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez SECONDED BY COMMISSIONER Martinez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018.

GENERAL FUND

(ADJUSTMENT)

LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0409-9021 GENERAL/PUBLIC OFFICIALS	\$ 29,594.00	\$ 22,742.00	- \$ 6,852.00
5-012-0409-9022 AUTO LIAB/PHYSICAL DAMAGE	\$ 27,000.00	\$ 33,852.00	+ \$ 6,852.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT#2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT #3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez, SECONDED BY COMMISSIONER Martinez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

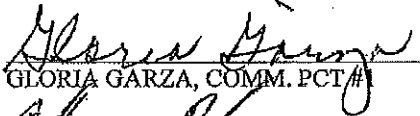
**GENERAL FUND**

(ADJUSTMENT)

LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0409-9021 GENERAL/PUBLIC OFFICIALS	\$ 22,742.00	\$ 20,856.00	- \$ 1,886.00
5-012-0409-9071 MISC/SUPPLIES ACCTS PAYABLE	\$ 30,000.00	\$ 31,886.00	+ \$ 1,886.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT.#1

  
VINCE VARGAS, COMM. PCT.#2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez, SECONDED BY COMMISSIONER Martinez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER

DEPARTMENT	FROM	TO	INCREASE/ DECREASE
5-012-0409-9023 LAW ENFORCEMENT LIAB	\$ 21,000.00	\$ 20,254.00	- \$ 746.00
5-012-0409-9071 MISC/SUPPLIES ACCTS PAYABLE	\$ 31,886.00	\$ 32,632.00	+\$ 746.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT#2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT #3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF COMMISSIONER Olivarez SECONDED BY COMMISSIONER Vargas AND DULY CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENT(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018

GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER

DEPARTMENT	FROM	TO	INCREASE/ DECREASE
5-012-0641-5457 COUNTY OUT-PATIENT EXP	\$ 70,000.00	\$ 64,000.00	- \$ 6,000.00
5-012-0641-5456 COUNTY IN-PATIENT EXP	\$ 17,000.00	\$ 23,000.00	+\$ 6,000.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT #2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT #3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June, 2018, AT A COMMISSIONERS' COURT MEETING THE FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF COMMISSIONER Martinez SECONDED BY COMMISSIONER Vargas AND DULY CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

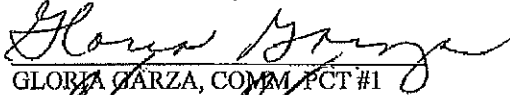
COMMISSIONERS' COURT MEETING June 22, 2018

**ROAD & BRIDGE FUND**

(ADJUSTMENT)  
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/DECREASE</u>
5-013-0000-5865 EQUIPMENT RENTAL	\$ 31,500.00	\$ 10,844.45	- \$ 20,655.55
5-013-0000-9068 CONTRACT LABOR	\$ 5,000.00	\$ 4,890.00	-\$ 110.00
5-013-0000-9500 CAPITAL OUTLAY-MACHINERY	\$ 20,000.00	\$ 40,765.55	+\$ 20,765.55
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE



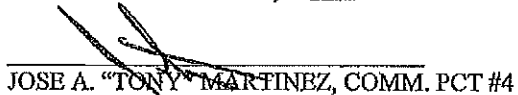
GLORIA GARZA, COMM. PCT #1



VINCE VARGAS, COMM. PCT#2



ARMANDO OLIVAREZ, COMM. PCT #3



JOSE A. "TONY" MARTINEZ, COMM. PCT #4



**Brooks County Road & Bridge**

**May 2018 Monthly Report**

**David Guerra, Antonio Garza III & Rosendo Garcia Jr. attended a Hurricane Conference in Robstown, Texas. They attended 2 days, May 2, 2018 & May 3, 2018.**

**Palomin Ranch Fire – May 6, 2018.** The Falfurrias Fire Dept. requested the County Dozer to be used for fighting a fire on Co. Rd. 110. Richard Saenz operated the dozer for 2 days trying to and finally containing the fire. Jose Azocar, Tony Garza, and Tony Galindo were also out there assisting with fuel for Brooks County fire truck & dozer.

**On May 9, 2018, David Guerra & Rosendo Garcia Jr. attended a Zika Conference in McAllen, Texas.**

**(CREEKS)**

**Palo Blanco Creek was cleaned from F.M. 2191 South 8/10 of a mile. Trees, brush and debris were hauled off and taken to the Landfill.**

**Cibolo Creek was cleaned starting 2/10 of a mile South of 2191 to about 200 yards North of Hauser Lake. We are trying to get permission from the owner of the property by 2191 to clear the 2/10 of a mile that remains.**

**(Worked 2 ½ weeks on Palo Blanco & Cibolo Creek both located at La India Ranch).**

**Los Olmos Creek, East of Co. Rd. 220 was cleared all the way to F.M. 2191 which is about ½ mile long. This portion took 5 days.**

**Los Olmos Creek, West of Co. Rd. 220 was cleared from Co. Rd. 220 West, ¼ of a mile. This portion of the creek took 3 days.**

**2 backhoes/operators, 1 track loader/operator, 2 dump trucks/drivers, 3 trucks/trailers, 3 drivers, used on all Creeks.**

**Road Cleaning – Litter was picked up from Co. Rds. 210, 102, 401, 101, 103, 2 or 4 men, sometimes 1 other times 2 trucks.**

**Brush Crew worked on County Roads – 227, 105, 203, 202, 300, 301, 302, 303, 402, 405, 404, 403, 401, 229. Worked 7 days in Encino Area, 4 days in the beginning of the month and 3 days at month ending. 1 backhoe/operator, 3 trucks/trailers/drivers.**

**Shredding** was done on Co. Rds. – 110, 304, 305, 306, 307, 308, 309, 309A, 310, 313, 314, 315, 311, 311A, Cibolo Creek, Palo Blanco Creek, Encino Fire Dept, 2 tractors/shredders, 2 operators.

**Mowing & Weed eating** – Park on 755, Cemetery, County Warehouse, ditches on Travis Road, Constable’s Yard, Showgrounds, Lopez Park & Encino yard. 2 men/truck/trailer, 2 riding mowers, weed eaters.

**Tree Trimming** – Trimming of trees was done on Co. Rds. 202, 234, 228, 214, 231, 305, 306, Lopez Park, Los Olmos Creek, 2 men sometimes 4 men, 1 or 2 trucks, pole saws, chain saws, snake leggings.

Patching on County Roads – 314, 100, 201, 202, 207, 200, 203, 204, 208, 210, 210A, 219, 233, 234, 230, 102, 300, 301, 302, 303, 105, 106, 110, 228, 406, 1 truck/trailer, 2 men and cold mix.

**DIRT DELIVERIES** - Marta Paredes, 355 Co. Rd. 304, Encino, 6 yards, Homer Villarreal, 1109 E. F.M. 1418, 6 yards, Sylvia Arevalo, 214 Co. Rd. 220, 6 yards, Robert Perez, 601 Co. Rd. 219, 6 yards, Mary Arevalo, 250 Co. Rd. 220, 6 yards, Rick Ruiz, 413 W. Candela, 6 yards, Tina Moreno, 314 Co. Rd. 216, 6 yards, Robert Perez, 601 Co. Rd. 219, 6 yards (second load), Janelle Ortiz, 712 W. Adams, 6 yards, Marcie Lara, 505 E. Houston, 6 yards, Maggie Ogdee, 711 N. 1418, 6 yards, Mario Arevalo, 2755 F.M. 2191, 6 yards, Olga Medina, 342 Co. Rd. 304, Encino, 6 yards, Robert Perez, 601 Co. Rd. 219, 6 yards (third load), Kimberly Garcia, 214 N. Lincoln, 3 yards. Gracie Perez, 323 W. Potts, 6 yards, Kevin King, 109 E. Noble, 6 yards.

**County Road Signs** – Replaced a Co. Rd. sign on South side of Co. Rd. 218. New PVC poles were installed for markers on culverts on Co. Rds. 110, 233, 228, 401, 102, 229, 225 & 204. Installed a 5’ PVC pole for a water line marker on Co. Rd. 217. New yellow reflectors were installed on Co. Rds. 213, 209, 110, 233, 228, 401, 102, 217, 219, 229, 204. 2 men

**County Mechanics** – Worked on County vehicles and equipment. Replaced mirrors, starters, windshield wipers, cleaned radiators, air filters, replaced air conditioner hoses, added freon on some vehicles. Changed oil & filter, added hydraulic fluid on various vehicles. Repaired flat tires wherever the men were working. Several trips were made to Alice or the Valley to get vehicle parts.

**Mechanics Assisted Sheriff’s Dept.** – Removed & re-installed new belt tensioner on unit #52. Oil & filter change on unit #200 & #21. **Assisted Landfill Dept.** – Passenger door was removed to repair lock on garbage truck. Installed a new hydraulic cylinder on left side to be able to lift hatch to dump out garbage from unit #56 – Garbage truck. 2 mechanics service trucks.

**ANIMAL CONTROL** – Mark Gabriel, 317 Co. Rd. 226, 1 dog, Fita Garza, 163 Co. Rd. 208, 1 dog, Rhonda Arevalo, 131 Co. Rd. 222, 1 dog, Billy, 2958 Co. Rd. 2191, 1 dog. 2 men/truck.

**HEALTH AND SAFETY ISSUE**

The Road & Bridge employees have been told to take frequent breaks as needed due to the very high temperatures. They are told every morning to drink plenty of water and if they need to refill their water containers to come in to the yard to do so. They are also reminded on a daily basis to watch out for snakes.

James Frazer III retired from the Road & Bridge Dept. on May 18, 2018. He completed 25 years and 8 months with the department. We are wishing him the very best on the next chapter of his life. He will be missed.

STATE OF TEXAS §  
§  
COUNTY OF BROOKS §

**ORDER RESTRICTING CERTAIN FIREWORKS  
IN UNINCORPORATED AREAS OF BROOKS COUNTY, TEXAS**

WHEREAS, THE Texas Forest Service has determined that drought conditions exist in Brooks County; and

WHEREAS, on the 22nd of June, 2018, the Commissioners Court of Brooks County has determined that the normal danger of fire in the unincorporated areas of Brooks County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of Brooks County adopts this Order [prohibiting or restricting] the sale or use of restricted fireworks in the unincorporated areas of Brooks County.

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part 173.100(r)(2)(10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of Brooks County.
- B. This Order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.
- D. This order expires on the date the Texas Forest Service determines drought conditions no longer exist in the county.

APPROVED this 22 day of June 2018, by the Brooks County Commissioners Court.

  
BROOKS COUNTY JUDGE

Attest:   
COUNTY CLERK

## CHAPTER 364. MODEL SUBDIVISION RULES

### SUBCHAPTER B. MODEL RULES

Division 1. General and Administrative Provisions.

Section 361.11 Authority and Scope of Rules. These rules are adopted by Brooks County, Texas, under the authority of the Local Government Code, Chapter 232 and Water Code 16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less intended for residential purpose. Lots of Five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

Section 364.12. Purpose It is the purpose of these rules to promote the Public Health of the County resident, to ensure that adequate water and wastewater facilities are provided in subdivision within the jurisdiction of this County, and to apply the minimum state standards for water and wastewater facilities to these subdivisions.

Section 364.13 Effective Date. These rule become effective on the 10<sup>th</sup> day of April 2000.

Section 364.14. Repealed Provisions of Order Number 1, adopted on the 11<sup>th</sup> day of March 1996, are hereby repealed, except as to such section which are retained herein.

Section 364.15 Plate Required.

- (a) The owner of the tract of land located outside the corporate limits of a municipality that divides the track in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lot of Five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plate and all deeds and contracts for deeds.
- (b) NO subdivided land shall be sold or conveyed until the subdivider:
  - a. Has received approval of a final plate of the tract; and
  - b. Has filed and recorded with the County Clerk of the County in which the tract is located a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

Section 364.16. Supersession. These rules supersede any conflicting regulations of the County.

Section 364.17. Severability If any part of provision of these regulation, or application therefor, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other person or circumstances. The Commissioners Court hereby declares that it would have enacted the remainder of these regulation without any such part, provision or application.

Section 364.18 Definitions. The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

1. Commissioners Court (or Court) – The Commissioners Court of Brooks County, Texas.
2. County – Brooks County, Texas
3. Drinking water – All water distributed by any agency or individual, public or private, for the purpose of human consumption, used in the preparation of food or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverage for human beings, human bathing, or clothes washing.
4. Engineer – A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
5. Final Plat – A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the County records and prepared as described in these regulations.
6. Lot – An undivided tract or parcel of lands.
7. Non – public water system – Any water system supplying water for domestic purposes which is not a public water system.
8. OSSF – On – site sewage facilities as that term is defined in rules and / or regulations adopted by TNRCC, including, but not limited to, 30 TAC Chapter 285.
9. Platting – Recorded with the County in an official plat recording.
10. Public water system – A system for the provision to the public of water for human consumption through pipes or other constructed, which including all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term including any collections, treatment, storage and disputation facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms “individual” or “served” an individual

shall be deemed to serve by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

11. Purchaser – Shall include purchasers under executory contracts for conveyance of real property.
12. Retail Public Utility – Any entity meeting the definition of a retail public utility as defined in Water Code 13.002.
13. Sewerage facilities – The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
14. Subdivider – Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
15. Subdivision – Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re - subdivision (replat) of land which was previously divided.
16. TAC – Texas Administrative Code, as compiled by the Texas Secretary of State
17. TNRCC – Texas Natural Resource Conservation Commission.
18. Water facilities – Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

## Division 2 Minimum Standards

Section 364.31. Scope of Standards The establishment of a residential development with two or lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

### Section 364.32. Water Facilities Development.

#### A. Public Water Systems.

- 1 Subdivider who proposes to supply drinking water by connecting to an existing public water systems must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1A. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivision has paid the cost of water meters and necessary connection equipment, membership fees, water rights acquisition cost, or other fees associated with connection to the public water systems so that services is available to each lot upon completion of construction of the water facilities described on the final plat. Figure: 31 TAC 364.32 (a) (1).
- 2 Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from TNRCC. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC 290.38 – 290.51 and 290.101 – 290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 Years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the Subdivider shall provide evidence that sufficient water right have been obtained and dedicated, either through acquisition or wholesale water supply agreement, will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

- B. Non – public water systems. Where individual wells or other non – public water systems are proposed for the supply of drinking water to residential establishments, a test well or wells located so as to be representative of the quantity and quality of water generally available from the supplying aquifer shall be drilled by the subdivider and the produced water sample and submitted to a private laboratory for a complete chemical and bacteriological analysis of the parameters on which there are drinking water standards. The subdivider shall have prepared and provide a copy of a groundwater availability study which shall include an analysis of the long term (30 years) quantity of the available groundwater



supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC 290.103, 290.105, 290.106 and 110, either:

- 1 Without any treatment to the water; or
  - 2 With treatment by an identified and commercially available water treatment systems.
- C. Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method, except on an emergency basis. Absence of a water system meeting the standards of these rule due to negligence of the subdivider does not constitute an emergency.

### Section 364.33 Wastewater Disposal

- A. Organized sewerage facilities.
- a. Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the TNRCC in accordance with 30 TAC chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC chapter 317 from the TNRCC.
  - b. Subdividers who propose to dispose of wastewater by connecting to existing permitted facility must provide a written agreement in substantially the form attached in Appendix 1B with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that services is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317. Figure: 31 TAC 364.33 (a) (2).
- B. On – site sewerage facilities.
- a. On – site facilities which serve single family or multi-family residential dwelling with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
  - b. Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC chapter 317.
  - c. The TNRCC or its authorized agent shall review proposals for on – site sewage disposal systems and make inspection of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code Chapter 366 and rules in 30 TAC chapter 285, and in particular 285.5 and 285.30 – 285.39. In addition to the unsatisfactory on site disposal systems listed in 30 TAC 285.3(b), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

Section 364.34 Greywater Systems for Reuse of Treated Wastewater.

- A. Organized or municipal sewerage systems. Any proposal for sewage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the TNRCC.
- B. On – site sewerage facilities. Any proposal for on – site sewage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC chapter 285.

Section 364.35. Sludge Disposal. The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317

Section 364.36 Setbacks. In areas that lack a nationally recognized fire code as listed in Local Government Code 235.002(b) (2) and lacking water lines sized for fire protection, setback from roads and right of ways shall be a minimum of 10 feet, setback from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on – site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the County shall control to the extent greater setbacks are therein required.

Section 364.37. Number of Dwellings Per Lot. No. more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi – family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

## Division 3

### Plat Approval

#### Section 364.51 Application for Plat Approval

- A. Owner representation. An Application for approval of a plat shall be filed with the County by the record owner of the property to be subdivided or the duly authorized agent of the
- B. Standards. Every plat creating two or more lots of five acres or less for residential use shall comply with standards of Division 2 and the requirements of Division 3 of this subchapter.

Section 364.52 Final Engineering Report. The final plat shall be accompanied by an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water of wastewater facilities. If financial guarantees are to be provided under 364.54 of this title, the schedule shall include the start dates and completion dates.

- 1. Public Water systems.
  - a. Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1A and referenced in 364.32 (a) (1) of this title. Before final plat approval, plans and specification for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include in addition to the County the TNRCC and the County health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include comments regarding the long term (30 years) quantity of the available groundwater supplies relative to the ultimate needs of the subdivision.
  - b. Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the TNRCC and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study which shall include an analysis of the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of

the subdivision. If surface water is the source of supply then final engineering report shall include evidence that sufficient water right have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

2 Non – public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with 364.32 of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to 364.32(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The engineer shall issue a statement concerning the availability of groundwater supplies to serve the fully developed subdivision over the next 30 years. Such statement may be based on information available from the Texas Water Development Board Office of Planning. The description of the required sanitary control easement shall be included.

### 3 Organized sewerage facilities

- 1 Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in 364.33 (a) (2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the TNRCC and plans and Specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
- 2 Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the TNRCC. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build – out population of the subdivision shall have been obtained from the TNRCC and plans and specification for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.

4. On – site sewerage facilities.

Where private on – site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC 285.4 (4), including the site evaluation described by 30 TAC 285.30 and all other information required by the County’s OSSF order.364.53 Additional information. The County may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, nut not be limited to:

1. Layout of proposed street and drainage work;
2. Legal description of the property;
3. Existing are features;
4. Topography;
5. Flood plains;
6. Description of existing easements;
7. Layout of other utilities;
8. Notation of deed restrictions;
9. Public use areas; or
10. Proposed area features.

364.54 Financial Guarantees for Improvements.

A. Applicability. If an adequate public or non – public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots intended available from a retail public utility, or are not constructed by the subdivider, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the Commissioners Court shall require the owner of the Subdividers tract to execute an agreement with the County in substantially the form attached 2A secured by a bound, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below. Figure: 31 TAC 364.54 (a)

B. Bonds. A bond that is submitted in compliance with subsection (a) of this section shall meet the following requirements.

1. The bound or financial guarantee shall be to the County Judge of the County, in his official capacity, or the judge’s successor in office.
2. The bound or financial guarantee shall be in an amount determined by the Commissioners Court to be adequate to ensure proper construction or installation of the public or non – public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.

3. The bound shall be executed with sureties as may be approved by the Commissioners Court. The County shall establish criteria for acceptability of the surety companies issuing bounds that include but are not limited to:

A. Registration with the Secretary of State and be authorized to do business in Texas;

B. Authorization to issue bounds in the amount required by the Commissioners Court;

C. Rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bounds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.

4. The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 2 of this subchapter and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by Commissioners Court.

C. Letter of Credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.

1. Any letter of credit submitted as a financial guarantee for combined amount greater than \$ 10,000 and less than \$ 250,000 must be from financial institutions which meet the following qualifications.

A. Bank qualifications:

1. Must be federally insured;

2. Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets;

3. Total assets must be at least \$25 million.

B. Saving and loan association qualifications:

1. Must be federally insured;

2. Tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets if total assets are less than \$25 million;

3. Sheshunoff rating must be 30 or better.



C. Other financial institutions qualifications;

1. The letter of credit must be 110% collateralized by an investment instrument that would meet the qualification for a County investment;
2. The investment instrument must be registered in the County name and the County must receive safekeeping receipts for all collateral before the letter of credit is accepted.

2. Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from financial institutions which meet the following qualifications.

A. Bank qualifications:

1. Must be federally insured;
2. Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets;
3. Total assets must be at least \$75 million.

B. Saving and loan association qualifications:

1. Must be federally insured;
2. Tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets are less than \$75 million;
3. Sheshunoff rating must be 30 or better.

C. Other financial institutions qualifications:

1. The letter of credit must be 110% collateralized by an investment that would meet the qualifications for a County investment;
2. The investment instrument must be registered in the County name and the County must receive safekeeping receipts for all collateral before the letter of credit is accepted.
3. The letter of credit shall list as sole beneficiary the county judge of the County in his official capacity, or the judge's successor in office, and must be approved by the judge of the County. The form of the letter of credit shall be modeled after the form attached in Appendix 2b. Figure: 31 TAC 364.54 (c) (3)
4. The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of this subchapter and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.



D. Financial Guarantee. The County will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.

E. Alternative to County accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the County if:

1. The property being subdivided lies wholly within the jurisdiction of the County;
2. The property being subdivided lies wholly within the extra – territorial jurisdiction of a municipality;
3. The municipality has executed an interlocal agreement with the County that imposes the obligation on the municipality to:
  - A. Accept the bond, letters or credit, or other financial guarantees, that meet the requirements of this section:
  - B. Execute the construction agreement with the subdivider:
  - C. Assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

364.55. Review and Approval of Final Plats.

A. Scope of review The County will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of this chapter.

B. Disapproval authority. The Commissioners Court shall refuse to approve a plat if it does not meet the requirements prescribed by or under this rules.

C. Prerequisites of approval Final plat approval shall not be granted unless the subdivider has accomplished the following:

1. Dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities;
2. Provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from TNRCC of the plans and specification for such construction, including any change orders filed with these agencies;
3. Obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the County secured by a bond or other

alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bound or financial guarantee meeting the criteria established in Division 3 of this subchapter.

364.56 Time Extensions for Providing Facilities

A. Reasonableness. The Commissioners Court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:

a. Any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with 364.54 are submitted which will be effective for the period of the extension;

b. The court finds the extension is reasonable and not contrary to the public interest.

B. Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.

C. Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of this chapter.

364.57 Criteria for Subdivisions that Occurred Prior to September 1, 1989.

A. Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government code 232.043 or a rule of the County adopted pursuant to such provision.

(b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivision within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivision for which no plat has been filed or recorded in the records of the County.

(c) Required Plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 01, 1989, including an addition or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plate of the subdivision prepared, approved by the Commissioners Court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the Commissioners Court as Provided in this section in lieu of the filing of a plate of the subdivision

(d) Special Criteria. The Commissioners Court may approve the plat of a residential lot which does not comply with provisions of 364.15 (b) of this title (sale restrictions), 364.36 of this title (setback), 364.37 of this title ( Number of Dwellings per lot ), 364.52 of this title ( Final Engineering Report), and 364.54 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lots if such approval is in Harmony with the general purpose and intent of these rule so that the public health, safety, and welfare may be secured and substantial justice done.

- (1) Owners of individual lots in a single unplanted subdivision may file a joint request for approval of their respective individual residential lots.
- (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the chapter, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation which supports the requested approval. The applicant shall also provide such additional documentation as the Commissioners court may request to support the application, including
  - (A) A copy of a dated plat, sale contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 01, 1989.
  - (B) The name and address of the original subdivider or the sub divider's authorized agent, if know.
  - (C) A survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities: and
  - (D) A deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
- (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written finding by the commissioners Court that:
  - (A) The lot for which approval is requested is within a tract that was subdivided prior to September 01,1989, and is not owned by the original subdivider
  - (B) A plat was required for the subdivision, but has not been filed with the County by the subdivider legally obligated to file it;
  - (C) An existing currently occupied residential dwelling is located on the lot;
  - (D) Existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
  - (E) The requested is reasonable, compliance with specified sections of these rule is impractical and a waiver is not contrary to the public health and safety.

(e) Final Determination. The Commissioners Court shall make the final decision on an application for a waiver, following review and recommendation by the County planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioner's court, the County shall issue a certificate stating that a plat of residential lot has been reviewed and approved.

Division 4. Enforcement.

364.71 Oversight. The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

364.72 General Enforcement Authority of County. The county provision of this chapter are enforceable pursuant to the specific provision hereof related to enforcement and state law including Water Code, Chapter 7 and 16.352, 16.353, 16.3535, 16.354 and 16.3545, and local Government code, 232.037 and 232.080.

APENDIX 1A Sample Form for Water service Agreement

AGREEMENT REGARDING WATER SERVICES FOR THE PROPOSED  
\_\_\_\_\_ SUBDIVISION.

PARTIES: This agreement is by and between the utility and the subdivider, to wit: The Utility is the governing board or owners of a retail public utility which supplies of drinking water known as: \_\_\_\_\_

The Subdivider is \_\_\_\_\_  
Who is the owner, or the authorized agent of the owner, of a tract of land in Brooks County, Texas that has been proposed to be divided into a subdivision (the Subdivision) known as?  
\_\_\_\_\_

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Area Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to Brooks County for its approval. The subdivider plans to construct for the subdivision a drinking water distribution system to be connected to the utility's public water system. The utility has reviewed the plans for the subdivision (the Plans) and has estimated the drinking water flow, anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and will provide that water flow. This covenants will be in effect until thirty year after the plats of the Subdivision has been recorded and the Subdivision has been recorded and the subdivision's water distribution system has been connected to the Utility water supply system.

The Subdivider covenants that the water distribution system will be constructed as show in the plans and as provided for through the plat-approval process so that the resident of the lots of the subdivision may receive drinking water services from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the subdivider will convey to the Utility all right and title to the water distribution system.

The subdivider has paid the utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Brooks County or by municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants the He or She is authorized to sign this agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the subdivider warrants that he or she is authorized to sign this Agreement on behalf of the subdivider.

This Agreement is effective on: \_\_\_\_\_

The Utility

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Officer or Position: \_\_\_\_\_

Date: \_\_\_\_\_

The Subdivider

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Officer or Position: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX 1B SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED

\_\_\_\_\_ SUBDIVISION.

PARTIES: This Agreement is by and between the utility and subdivider, to wit: The Utility is the governing board or owners of a retail public utility which wastewater treatment and is known as: \_\_\_\_\_

The Subdivider is \_\_\_\_\_  
Who is the owner, or the authorized agent of the owner, of a tract of land in Brooks County, Texas that has been proposed to be divided into a subdivision (the Subdivision) known as?  
\_\_\_\_\_

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Area Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to Brooks County for its approval. The subdivider plans to construct for the subdivision wastewater collection system to be connected to the utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e. waterborne humane waste from domestic activities such as bathing, washing and food preparations. The utility has reviewed the plans for the subdivision (the Plans) and has estimated the wastewater flow project from the subdivision under fully built-out conditions flow, anticipated to be needed by the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the plans and as provided for through the plat-approval process so that the residents of the lots of the subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the utility all right and title to the water distribution system.

The subdivider has paid the utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of water meters, water rights acquisitions fees, and all membership or other fees associated with connecting the individual in the Subdivision to the Utility's water supply System.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Brooks County or by municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants the He or She is authorized to sign this agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the subdivider warrants that he or she is authorized to sign this Agreement on behalf of the subdivider.

This Agreement is effective on: \_\_\_\_\_

The Utility

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Officer or Position: \_\_\_\_\_

Date: \_\_\_\_\_

The Subdivider

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Officer or Position: \_\_\_\_\_

Date: \_\_\_\_\_



APPENDIX 2A SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

1. **Parties:** This Subdivision Construction Agreement (the Agreement) is by and between the county and Subdivider. The County is Brooks County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The subdivider is \_\_\_\_\_, who is the owner or authorized agent of owner, of a tract of land located with the geographic area and jurisdiction of the County.
2. **Effective Date:** This Agreement is effective on the date the County approves the final plat for the subdivision

**Recitals**

3. Subdivider is the owner of the land including in the proposed final subdivision plat of the subdivision, as shown in County File Number (the subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the property); and
4. Subdivider seeks authorization from the county to subdivide the property in accordance with the requirements imposed by Texas Statute and the county's ordinances, regulations, and other requirements; and
5. County ordinances require the completion of various improvement in connection with the development of the subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivision; and
6. The purpose of this Agreement is to protect the County from expense of competing subdivision improvements required to be installed by the Subdivider; and
7. This agreement is authorized by and consistent with State Law and County's ordinance regulation, and other requirements governing development of a subdivision.

**IN CONSIDERATION of the forgoing recitals and mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:**

**SUBDIVIDER OBLIGATIONS**

8. **Improvements** The Subdivider agrees to construct and install, at the subdivider expense, all subdivision improvement's required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvement shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits and specifications approved by the County prior to commencement of construction, and subject to inspection, certification, and acceptance by County.

9. Completion unless different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvement shall be completed no later than (3) years after the effective Date (the completion Date); provided however, that if the Substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.
10. Warrant. The Subdivider warrants the Improvement constructed by Subdivider or Subdividers agents, contractors, employees, tenants or licensees will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the warranty Period) as such Improvement or group of Improvement is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvement for defects caused by events outside the control of the Subdivider or the Subdividers does not warrant the Improvement for defects caused by events outside the control of the Subdivider or Subdividers agents, contractors, employees, tenants, or licensees. The subdivider agrees to repair any damage to the improvement before and during the Warranty Period due to private construction-related activities. As a condition of the County acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the county to secure the warranty established by this Agreement. If the Improvement have been completed but not accepted, and neither the Subdivider nor Issuer is the in default under this Agreement or the Letter of Credit, at written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the issuer a reduction letter documenting that the Stated Amount has been reduced to amount equal to the face amount of the maintenance bond or other financial security acceptable to the County
11. **Security.** To secure the performance of Subdividers obligations under this Agreement Subdivider agrees to provide adequate financial guarantee of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the Stated amount), which amount is the estimated total coast of cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdividers obligations under this agreement. A letter of credit

satisfying the criteria of this paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "letter of Credit."

12. **Reduction in Letter of Credit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the Accepted Improvement, as shown on Exhibit B. Upon completion of an improvement, at the written request of the Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or letter of credit, the County shall complete, execute, and deliver to Issuer a reduction letter verifying the acceptance of the improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of written request to reduce the Stated Amount has been reduced by stating the balance of the Stated Amount submitted by the subdivider or the issuer, the County shall determine the Estimated Remaining Cost and shall, complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines that the stated Amount exceeds the Estimated remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reduction in the Stated Amount more frequently than the every ninety (90) days. As used in this paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all improvements which are incomplete as of the time of such estimate.

#### **County's Obligations**

13. **Inspection and Certificate.** The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such improvements, to certify the Improvements as being compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County Policies and requirements. The Subdivider grant the County, its agents, employees, officers. And contractors an easement and license to enter the Property to perform such inspection as it deems appropriate.
14. **Notice of Defect.** The county will provide timely notice to the Subdivider whenever inspection reveals that as improvement is not constructed or completed in accordance with the standards and specifications for health and safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five(5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.
15. **USE OF PROCEEDS.** The County will disburse funds drawn under the letter of Credit only for the purposes of competing the Improvements, or to correct defects in or failures of Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on funds. All funds obtained by the County Pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds) are disbursed by the County. The County may

disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to Issuer of the Letter of Credit no later than sixty (60) day following the County's acceptance of the improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. **Return of Excess Escrowed Funds.** No later than Sixty (60) days after its receipt of a written request from the subdivider or the issuer to return Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds. Exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.
17. **Cost Participation by County.** If the County and Subdivider agree the County will participate in the expense of installing any of the improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to extent of any inconsistency with this Agreement.

18.

## Article. I

### Plates.

Section 1.01 Every owner of any tract of land situated without the corporate limits of any city in Brooks County, Texas, who divides the same into two (2) or more parts for the purpose of laying out any subdivision of any such tract of land, or any addition without the corporate limits of any town, or city, or for laying out suburban lots or building lots, and for the purpose of laying out streets alleys, or other portions intended for public use, or the use of purchasers or owners of lots fronting thereof or adjacent thereto shall cause plat to be made thereof, which shall accurately describe all of said subdivision or addition by metes and bounds and locate the same with respect to an original corner of the original survey of which it is a part, giving the dimension thereof on said subdivision or addition and the dimension of all lots, streets, alleys, parks, or other portions of same intended to be dedicated to public use or for the use of purchasers or owners of lots fronting thereon or adjacent thereto.

Section 1.02 Every such plat shall be duly acknowledged by owners or proprietors of land or by some duly authorized agent of said owners or proprietors in the manner required for acknowledgment of deeds.

Section 1.03 The plat shall be prepared by a licensed land surveyor and shall be based on a scale of not more than two hundred (200) feet per inch and certified to as to accuracy by the engineer or surveyor preparing the plat of the subdivision, showing in reasonable detail the location of and width of existing streets, lots, alleys and similar details regarding all property immediately adjacent thereof.

Section 1.04 The plat shall be drawn on tracing cloth or a permanent type of material, consisting of one or more sheets measuring eighteen inches wide and twenty-four inches long, If two or more sheets are used, a key map showing the entire area shall draw on the first sheet or on a separate sheet.

Section 1.05 The subdivision plat must be made from an actual survey on the ground or under the supervision of a licensed land surveyor, and his certification to that effect must appear on said plat.

Section 1.06 Boundary lines must be shown by bearing and distances, calling for the lines of established surveys, land marks, school districts and other data furnished, sufficient to locate the property on the ground. All block corners and angles in street and alleys should be marked with one - half inch steel pin approximately two (2) feet in length driven vertically into the ground with the top flush with the ground.

Section 1.07 The name of the proposed subdivision and any of the physical features (such as streets and parks) must not be so similar in spelling or in pronunciation to the names of any similar features in Brooks County, or in any incorporated city or town in Brooks County, as to cause confusion.

Section 1.08 Lot and Block Numbers are to be arranged in a systematic order as shown on the plat in distinct and legible figures.

Section 1.09 The plat must contain an arrow indicating the direction of the North point of the compass, and the scale must be prominently shown.

## Article II

Section 2.01 All main artery street or roads within subdivisions covered by this order must have right – of – way of 60 feet in width.

Section 2.02 The actual street cut on such main artery street or road must be 30 feet in width.

Section 2.03 All other street or roads in such subdivision must have a right – of – way of 50 feet in width.

Section 2.04 The actual street cut on such other streets or road must be 28 feet in width.

Section 2.05 The actual street cut for Alley Street in such subdivision must be 20 feet in width.

Section 2.06 Notwithstanding the provision of any other section in this Article II, a fifty (50) foot right – of – way is hereby authorized for all paved street or roads in subdivisions where the following requirements are met:

- a. The street or road will have a width of 28 feet, back to back, and will have concrete curbs and gutters.
- b. The street or road serve only detached single family homes.
- c. The right – of – way must be used only for purposes of paving and maintain street and installing, containing and maintaining storm sewers and water lines; any additional utilities will require separate utility easement or Right – of – ways.
- d. The street or roads:
  - a. Are not designated as main arteries.
  - b. Do not exceed one block (1400 feet) in length
  - c. Are “loops” which do not exceed one thousand (1,000) feet in length
  - d. Are dead end streets which do not exceed eight hundred (800) feet in length and which have permanent turnarounds at the end or roads.
  - e. No Man Hole are placed in or under the street pavement.
  - f. No Utility lines are placed under the street pavement except at perpendicular crossings.
  - g. All lots fronting on such street or roads have minimum ten (10) foot utility easement at the rear of each lot.

Section 2.07 The designation of street or road as main artery street or road shall be made by Commissioner's Court in its order granting or denying preliminary authorization of the plat.

Section 2.08 All permanent dead end streets or roads shall have a turnaround with a right – of – way diameter of one hundred (100) feet.

Section 2.09 Streets or roads should be designed and constructed so as to intersect with each other at ninety (90) degree angles. Where compliance with this regulation is impossible, due to terrain, the subdivider may file a written petition with the Commissioners' Court for a variance contemporaneously with the original submission of the plat to the court. Said petition shall state concisely why the condition of the terrain make it impossible to comply with this regulation. The Court shall rule on said petition in its order granting or denying preliminary authorization of the plat. In the event a variance is granted, the portion of the intersection on the side of the acute angle must be cut back so as to eliminate the point of the acute angle. The intersection must be cut back a minimum of twenty – five (25) feet away from the point where the street would have otherwise intersection. The court shall specify they exact size of the cut – back, up to a maximum of 100 feet, in its order granting or denying preliminary authorization of the plat.

Section 2.10 No street or road shall be constructed with an abrupt offset or "Jog" it.

Section 2.11 Where street in an adjoin subdivision end at the property line or a new subdivision, streets and road in the new subdivisions shall be constructed so as to be a continuation and extension of said existing in said adjoin Subdivisions. All streets and roads shall be designed and constructed so as to permit the continuation or extension of said streets roads in other subdivisions in the future.

Section 2.12 Upon completion of construction of each street, road and alley, all streets, brush, rocks, and other material created by said construction must be removed and dumped at an authorized refuse and/or fill site.

Section 2.13 All streets and roads within each subdivision must be paved. The Commissioner's Court, however, shall have the power to require that all street, roads and alleys within the same subdivision remain unpaved. If the court elects to impose such a requirement, the court must do so in its order granting or denying preliminary authorization of plat.

Section 2.14 Paved streets must be paved with hot mix asphaltic concrete, Portland cement concrete or a sealcoat surface treatment. Unpaved streets must have flexible base material. The paving material on streets must have a thickness of 1 ½ inches of asphalt or 4" of Portland cement concrete.



Section 2.15 All street or roads must be constructed with a subgrade base. This sub – grade base material in all streets and roads shall be of the following: Native Soil. The sub – grade base shall be watered, rolled bladed to a depth of 6” inches before any flexible base material is placed on it.

Section 2.16 All street and roads must have a flexible base. The flexible base material for all street or roads in every subdivision shall conform to the requirements of the specification found in the item number 242 of the “Texas Highway Department 1972 slandered specification for construction of Highways, street and bridges” or shall be one of the following materials: Caliche or gravel. The flexible Base shall have a minimum of 6 inches after compaction of the authorized base material.

Section 2.17 The center line of each street in every subdivision shall have an elevation of a least 6” inches above the elevation of the edges of said street.

Section 2.18 To ensure that the proposed flexible base material meets these requirements, the sub divider shall furnish the Commissioners’ Court with a written analysis of the proposed material prepared by an in depended laboratory before the proposes material is used in the subdivision. No such material may be placed in the subdivision unless said laboratory report certifies that the proposed material satisfies the requirements.

Section 2.19 Until the Commissioners’ Court accepts the finding contained in said report. Said finding will be deemed accepted unless the court expressly rejects said report within ten (10) days after it is filed with the county judge. Said report may be submitted along with the original plat and plans or at any time thereafter .Acceptance of any such report is not evidence of conformity of the streets and roads in the proposed subdivision with requirements found herein.

Section 2.20 On all paved street with curbs and gutters, the plasticity index of the sub – grade soil shall be determined by the AASHTO method of testing. When the plasticity index exceeds “20” lime shall be added to the sub – grade, which shall be stabilized to a depth of 6 inches.

Section 2.21 The commissioners’ Court may specify that construction of all streets roads and drainage structures must be completed within a reasonable time after the plat and plans of a subdivision have received final authorization from the Court, and said time period must be specified by the court in its order granting or denying preliminary authorization of the plat.

## Article III

### Drainage

Section 3.01 Lots and private property shall be graded so that surface drainage from said property shall be taken to street or drainage courses as directly as possible. Drainage water from roads and street shall be taken to defined drainage course as directly as possible. Roads and street shall not be used as drainage course.

Section 3.02 The minimum grade of all street and roads shall be 0 per cent, and the maximum grade of all street and roads shall be 12 per cent.

Section 3.03 All street without curbs and gutters shall have drainage ditches adjacent to and running parallel to said street or roads. Said drainage ditches shall have a minimum depth of 18 inches below the level of the edge of the adjacent street or road.

Section 3.04 Permanent drainage structures, including, but not limited to culverts, pipes, drainage, boxes and bridges, shall be installed at all crossing of drainage courses including drainage ditches, with driveways, roads and streets.

Section 3.05 The exact dimension and type of said permanent drainage and structure, including culverts, pipes, drainage boxes and bridges, shall be established for each subdivision by Commissioners' Court in its order granting or denying preliminary authorization of subdivision plat.

Section 3.06 Open drainage channels and ditches shall be constructed with a proper cross – slope grade and an alignment witch will facilitate proper functioning without destructive velocities of drainage water.

Section 3.07 All drainage easements in the land being authorized for development must be of adequate with, as determining by the Commissioners' Court in its order granting or denying authorization of a subdivision plate, to permit drainage and flood control for all land whose natural drainage runs through the property being authorized for development.

## ARTICLE IV

### Bonding Procedures.

Section 4.01 The owner or owners of any tract of land to be subdivided shall give a good and sufficient bond for the proper construction of the streets and roads in all subdivision. Such bond may be either a performance bond executed by a surety company authorized to do business in the State of Texas or an irrevocable letter of credit from an acceptable Texas Bank.

Section 4.02 Such performance bond or letter of credit shall be made payable to "County Judge successors in Office", conditioned that the owner or owners of any such tract of land to be subdivided will construct all roads and street within such subdivision in accordance with these regulations.

Section 4.03 The performance bond or letter of credit shall be in the amount equal to the actual cost of constructing such street and roads, as determined by the Commissioners' Court in its order granting or denying preliminary authorization of the plat.

Section 4.04 The performance bond or letter of credit, in the amount as established in section 4.03 herein, shall be presented to the Commissioners' Court when subdivision plat and plans are presented to the court for final approval. The county Attorney must have approved, in writing, of the form of said bond or letter of credit prior to the date of submission to the Commissioners' Court. No subdivision plat or plans can receive final authorization without being accompanied by a performance bond or letter of credit meeting the requirements of this Article IV.

Section 4.05 The performance bond or letter of credit shall go into effect on the day the subdivision plat and plans receive final authorization and must remain in full force and effect after all street and roads in the subdivision have been completed in accordance with these Regulations, as certified by Commissioners' Court.

Section 4.06 When the owners of any tract of land to be subdivided has or have finished constructing all of the streets or roads in said subdivision in accordance with these Regulations, the owners shall give written notice of this fact to the Commissioners' Court by giving said notice to the County Judge.

Section 4.07 Within fifteen (15) days of the receipt of said notice by the County Judge, the Commissioners' Court shall pass an order granting or denying certification that the street and roads in said subdivision have been constructed in compliance with these regulations. An order denying

certification shall be based on substantial evidence. The failure to pass such an order shall be deem as certification of the street and roads.

Section 4.08 In the event said certification is denied, the performance bond or letter of credit posted by the owner or owners of the subdivision land shall immediately be forfeited in favor of Brooks County. The county Treasure is hereby directed to collect all sums owed on such forfeited bonds or letters of credit and to deposit said sums into the county Treasury.

## **Article V**

### **Authorization Procedures.**

Section 5.01 All Subdivision plats and plans for drainage and street construction must be submitted to the Commissioners' Court by submitting them to the County Judge at least (14) days before the Court adopts an order granting or denying preliminary authorization of said plats and plans.

Section 5.02 The Court Shall vote on whether to grant or deny preliminary authorization of the subdivision plat and plans within thirty (30) days after receipt of said plat and plans by County Judge.

Section 5.03 The court shall deny preliminary authorization of said plat and plans unless they conform to the requirements of Article 6626a, Texas revised civil statutes, and these regulations.

Section 5.04 In its order granting or denying preliminary authorization of the plat and plane the court my impose further requirements which must be met by the owner, owners, subdivider, or subdividers and reflected on the plat and plans before said plat and plans receive final authorization by the Court. Said requirements are those provided for in section 2.13 herein.

Section 5.05 In its order granting or denying authorization of a subdivision plat and plans the court may also establish regulation and details with reference to individual subdivisions. Such regulations and details are those specified in section 2.07, 2.09, 2.21, 3.05, 3.06, 3.07 Herein.

Section 5.06 IF the subdivision plat and plans are not given preliminary approval, or receive preliminary approval and the Commissioners' Court also acts to impose additional regulations or to specify certain details concerning the subdivision, as provided for section 5.04 and 5.05 herein, the subdivider shall prepare a new plat and new subdivision plans in conformity with said additional regulations and specifications as well as with the other requirements of these Regulations and Article 6626a, Texas Revised Civil Statues. The subdivider shall then present the new plat and plans to the Commissioners' Court by submitting them to the County Judge at least ten (10) days before the Court adopts an order granting or denying final authorization of said plat and plans.

Section 5.07 The court shall vote on whether to grant or deny final authorization of said subdivision plat and plans within fourteen (14) days after receipt of said plat and plans by the County Judge. Failure to vote on said authorization shall be deemed to constitute final approval of the subdivision plat and plans, and in such even no bond shall be required of the landowner or landowners, notwithstanding any provision herein to the contrary.

Section 5.08 The court shall deny final authorization of the plat and plans unless they meet all the requirements of Article 6626a, Texas Revised Civil Statutes, and these Regulations, including those additional regulations and specifications provided for in section 5.04 and 5.05 herein.

Section 5.09 IF the subdivision plat and plans receive preliminary authorization and the Commissioners' Court does not at the same time impose additional requirements or specify additional details, the Court order granting preliminary authorization to said plat and plans shall act as final authorization, and the court order and the minutes of the Commissioners' Court meeting shall so reflect.

Section 5.10 **NO CONSTRUCTION** of any kind in any subdivision affected by this order is to begin until the subdivision plate or plans have received final authorization by the Commissioners' Court and have been filed with the county Clerk.

Section 5.11 Authorization by commissioners' Court of the plat or plans for subdivisions located in areas in areas governed by the provisions of Article 974a Texas Revised Civil Statutes is not required. Construction in these areas can begin without such authorization, but all construction, drainage and bounding requirements of these Regulations apply to said subdivision.

OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL OFFICIAL  
JUSTICE OF THE PEACE MONTHLY REPORT  
MAY 2018

\_\_\_\_\_ JUSTICE OF THE PEACE: ADELA QUINTANILLA  
COUNTY: BROOKS

\_\_\_\_\_ PRECINCT: 1 PLACE: 1-2

\_\_\_\_\_ COURT CLERK: CLAUDIA MORALES  
ADDRESS OF COURT: 408 W. TRAVIS ST, STE. 108  
FALFURRIAS, TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE  
RECORDS OF THIS COURT.

PREPARED BY: CLAUDIA MORALES

DATE: JUNE 4, 2018

PHONE; 361-667-3301

FAX: 512-895-9683

**OFFICIAL JUSTICE OF THE PEACE REPORT**

**CRIMINAL CASES**

**CIVIL CASES**

**Brooks County Traffic & Non Traffic**

New Cases Filed: **115**

TX HWY PATROL           **36**  
TX C.V.E                   **0**  
CONSTABLE DEPT.       **0**  
SHERIFF'S OFFICE       **77**  
PARKS & WILDLIFE       **0**

SMALL CLAIMS           **2**  
FORCE ENTRY DETAINER **0**  
EVICCTIONS               **0**

Dispositions Prior To Trial: **65**

License Suspension Hearings Held: **0**

No. Of Complains to see Judge: **5**

Peace Bond Hearings Held: **1**

Bond Conditions: **9**

Deposit Forfeited **0**

Felony Complaints: **0**

Fined (Before Trial only): **0**

Arrest Warrants Issued: **0**

Cases Dismissed: **7**

Class C. Misdemeanors only: **0**

Dispositions At Trial: **0**

Felonies and Class A and B Misdem: **18**

Trial by Judge- Guilty  
                                  - Not Guilty **0**

Emergency Mental Health Hearings Held: **0**

Dismissed At Trial: **0**

Magistrations: **18**

After Driver Safety Course: **2**

Inquest Conducted: **2**

After Deferred Disposition: **5**

Juvenile Activity: **0**

After Proof of Financial Resp: **2**

**Total Revenue Collected \$14,219.10**





(no subject)

1 message

Janie Sanchez <jsanchez@co.brooks.tx.us>  
To: Missy Saavedra <mssaavedra@co.brooks.tx.us>

Tue, Jun 5, 2018 at 11:45 AM

OFFICE OF ADMINISTRATION  
TEXAS JUDICIAL COUNCIL  
OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT

CHECK IF NEW  
JUDGE/CLERK  
OR PRECINCT

\_\_\_\_\_ JUSTICE OF THE PEACE: ORALIA V. MORALES  
BROOKS COUNTY

\_\_\_\_\_ PRECINCT:2 PLACE: ¼

\_\_\_\_\_ COURT CLERK: JANIE SANCHEZ  
ADDRESS OF COURT: 408 W TRAVIS  
CITY: FALFURRIAS

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

PREPARED BY: JANIE SANCHEZ

DATE: MAY, 2018

PHONE: 361-667-3302

FAX: 512-895-9683

**OFFICIAL JUSTICE OF THE PEACE REPORT**

**CIVIL CASES**

SMALL CLAIMS:

FORAIBLE ENTRY DETAINER:

EVICCTIONS: 1

LAWSUITS:

**CRIMINAL CASES**

COURTS HELD: 1

DOCKET: 217

TRIAL BY JUDGE:

GUILTY:

NOT GUILTY:

DISMISSED AT TRIAL:

DISMISSED AFTER DRIVER SAFETY COURSE: 1

DISMISSED AFTER DEFERRED DISPOSITION: 17

DISMISSED AFTER PROOF OF INSURANCE: 1

CASES APPEALED:

JUVENILE ACTIVITY: 1

PEACE BOND HEARINGS HELD: 1

MAGISTRATIONS: 12

BAIL BOND CONDITIONS: 10

INQUEST CONDUCTED: 1

ARREST WARRANTS ISSUED:

EMERGENCY MENTAL HEALTH HEARINGS HELD:

EMERGENCY PROTECTIVE ORDERS:

**TOTAL REVENUE COLLECTED: \$146,040.52**

**End Of Period Maintenance**

Cashbook Brooks JP3 Cashbook  
 Code  
 Start 05/01/2018 09:07:37 AM  
 Date  
 End Date 05/31/2018 05:52:39 PM

**Comments**

END OF MONTH MAY 2018

**Disbursements**

Account	Payee Name	Disbursed Amount
Arrest Fee 12-4-0005-4600	Brooks County Treasurer	405.00
Arrest Fee State 87-4-0000-4601	Brooks County Treasurer	1131.80
Consolidated Crt Cost 87-4-0000-4604	Brooks County Treasurer	12246.90
Court House Security 15-4-0000-4334	Brooks County Treasurer	914.10
Delinquent Collections 38-4-0000-4351	Brooks County Treasurer	1266.24
Driver Safety Course 12-4-0005-4334	Brooks County Treasurer	320.00
Electronic Filing/State 87-4-0000-4635	Brooks County Treasurer	80.00
Failure to Appear Omni 87-4-0000-4617	Brooks County Treasurer	390.00
FILING FEE 12-4-0005-4050	Brooks County Treasurer	200.00
Fines/General Fund 12-4-0005-4334	Brooks County Treasurer	52372.21
Indigent Defense 87-4-0000-4628	Brooks County Treasurer	608.00
Indigent Legal Srv Fee 87-4-0000-4607	Brooks County Treasurer	48.00
Interest Earned 12-4-0005-4860	Brooks County Treasurer	16.68
Jst Crt Bldg Security fee 15-4-0000-4308	Brooks County Treasurer	310.00
Jud Support Criminal Fees 87-4-0000-4625	Brooks County Treasurer	1848.00
Judicial Crt Pers Train 87-4-0000-4608	Brooks County Treasurer	40.00
Jury Reimbursement 87-4-0000-4626	Brooks County Treasurer	1216.00
Justice Court Tech 29-4-0000-4345	Brooks County Treasurer	1220.00
Moving Violation 87-4-0000-4633	Brooks County Treasurer	22.60
Service Fee 12-4-0005-4355	Brooks County Treasurer	540.00
Subtitle C/St Traf fine 87-4-0000-4616	Brooks County Treasurer	6690.00
Time Pymt Fee 87-4-0000-4612	Brooks County Treasurer	575.00
Traffic Fees 87-4-0000-4613	Brooks County Treasurer	669.00
Truancy Prevention fee 87-4-0000-4634	Brooks County Treasurer	614.00

**Disbursed Total 83743.53**

OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL  
OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT  
**MAY 2018**

Check if new  
Judge/ Clerk  
or Precinct:

\_\_\_\_\_

JUSTICE OF THE PEACE: SYLVIA C. DONNELLY  
COUNTY: BROOKS

\_\_\_\_\_

PRECINCT: 3 PLACE: 1

\_\_\_\_\_

COURT CLERK: JULIE TREVINO  
ADDRESS OF COURT: 408 W. TRAVIS ST, STE. 108  
CITY: FALFURRIAS, TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE  
RECORDS OF THIS COURT.

PREPARED BY: JULIE TREVINO

DATE: JUNE 4, 2018

PHONE; 361-667-3303  
IN HOUSE EXT. 200 / 105

FAX: 512-895-9683

**OFFICIAL JUSTICE OF THE PEACE REPORT**

**CRIMINAL CASES**

**CIVIL CASES**

**Brooks County Traffic & Non Traffic**

New Cases Filed: \_\_\_\_\_

TX HWY PATROL 253

TX C.V.E 129

CONSTABLE DEPT. 5

SHERIFF'S OFFICE 100

PARKS & WILDLIFE 0

Small Claims 7

Force Entry Detainer 0

EVICTIONS 0

Dispositions Prior To Trial: 232

License Suspension Hearings Held: 0

No. Of Complains to see Judge: 0

Peace Bond Hearings Held: 0

Deposit Forfeited 0

Felony Complaints: 0

Fined ( Before Trial only): \_\_\_\_\_

Arrest Warrants Issued: 0

Cases Dismissed: 0

Class C. Misdemeanors only: \_\_\_\_\_

Dispositions At Trial: 0

Felonies and Class A and B Misdem: \_\_\_\_\_

Trial by Judge- Guilty  
- Not Guilty 0

Emergency Mental Health Hearings Held: 0

Dismissed At Trial: 0

Magistration: 17

Dismissed: 0

Juvenile Activity: 0

After Driver Safety Course: 26

Inquest Conducted: 1

After Deferred Disposition: 29

After Proof of Financial Resp: 6

**Total Revenue Collected \$ 83,743.53**

OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL  
OFFICIAL, JUSTICE OF THE PEACE MONTHLY REPORT

Check if new  
Judge/ Clerk  
or Precinct:

\_\_\_\_\_

JUSTICE OF THE PEACE: ROLANDO GARZA  
COUNTY: BROOKS

\_\_\_\_\_

PRECINCT: 4 PLACE: 8/9

\_\_\_\_\_

COURT CLERK: MELISSA CISNEROS  
ADDRESS OF COURT: 408 W TRAVIS ST.  
CITY: FALFURRIAS, TEXAS 78355

THE ATTACHED REPORT IS A TRUE AND ACCURATE REFLECTION OF THE  
RECORDS OF THIS COURT.

PREPARED BY: MELISSA CISNEROS

DATE: JUNE 4, 2018

PHONE: 361-667-3304

FAX: 512-895-9683

**OFFICIAL JUSTICE OF THE PEACE REPORT**  
**For the month ending May, 2018**

**CRIMINAL CASES**

**CIVIL CASES**

Brooks County Traffic, Non Traffic, Small Claims, Force Entry Detainer & Evictions

Misdemeanor

Suits

New Cases Filed: 108 (DPS – 13/ SHERIFF (traffic) – 88 /CONSTABLE – 4/ CVE – 2/  
SHERIFF - 1)

Dispositioned: 91

Dispositions Prior To Trial: 0

No. of Complains to see Judge: 9

Deposit Forfeited: 0

Fined (Before Trial only):0

Cases Dismissed: 3

Dispositions at Trial: 0

Trial by Judge- Guilty:  
- Not Guilty: 0

Dismissed at Trial: 0

After Driver Safety Course: 5

After Deferred Disposition: 19

After Proof of Financial Resp.: 0

Community Service: 0

Cases Appealed: 0

Juvenile Activity: 1

Parent Contributing to Non-Attendance: 0

Jury Trial: 0

License Suspension Hearings Held: 0

Occupational Driver License Hearing: 0

Peace Bond Hearings Held: 0

Magistrations: 22

Inquest Conducted: 0

Felony Complaints: 0

Arrest Warrants Issued: 3

Class C. Misdemeanors only: 0

Felonies and Class A and B Misdem.: 0

Emergency Mental Health Hearings Held: 0

Pre-Trial/Small Claims: 1

Evictions: 0

Show Cause Hearings: 21

Stolen Property Hearing: 0

Pre-Trial/ Bench Trial w/County Attorney: 0

Total Revenue Collected \$22,553.33



Ed Rachal memorial Library

203 Calixtro Mora Ave

June 06,2013

Falfurrias , Tx. 78355

(361) 325-2144

Monthly Report for the Month of May 2018

Computer Use	180
Visiting	244
Books Checked out	100
Book X – Change	55
Fine and Copies	125.75
Wifi Use	25
Job Search	67
Meets <u>2</u> Attended	16
Ref. Book Etc.	20
Voting Run Off	265
Workers for that week ( Voting)	28

Thank You

Angie Regalado ( clerk )

aregalado@co.brooks.tx.us

# Brooks County Landfill

## Rural Garbage Route Report

June 2018

### Encino Area

Listed Pick-Ups:	96
No Pick-Ups:	12
Svc Cancellation:	1
Active Pick-Ups:	83

### La Parrita Area

Listed Pick-Ups:	142
No Pick-Ups:	22
Svc Cancellation:	2
Active Pick-Ups:	118

### Ranchito Rd Area

Listed Pick-Ups:	84
No Pick-Ups:	10
Svc Cancellation:	0
Active Pick-Ups:	74

### Los Olmos Area

Listed Pick-Ups:	60
No Pick-Ups:	7
Svc Cancellation:	0
Active Pick-Ups:	53

Total Listed Pick-Ups:	382
Total No Pick-Ups:	51
Total Svc Cancellations:	3

Total Active Pick-ups:	328
June 2018 Projected Revenue:	\$6,560.00

Budgeted Pick-Ups:	417
Budgeted Projected Monthly Revenue:	\$8,340.00

# Brooks County Landfill

## PROFIT AND LOSS

June 1-16, 2018

	TOTAL
Income	
Sales	5,230.00
Unapplied Cash Payment Income	0.00
<b>Total Income</b>	<b>\$5,230.00</b>
GROSS PROFIT	<b>\$5,230.00</b>
Expenses	
<b>Total Expenses</b>	
<b>NET INCOME</b>	<b>\$5,230.00</b>

**Sales**

06/01/2018-06/16/2018

	Sales	Refunds	Net
Gross Sales	\$1,086.00	\$0.00	\$1,086.00
Discounts & Comps	\$0.00	\$0.00	\$0.00
Net Sales	\$1,086.00	\$0.00	\$1,086.00
Tax	\$0.00	\$0.00	\$0.00
Tips	\$0.00	\$0.00	\$0.00
Gift Card Sales	\$0.00	\$0.00	\$0.00
Total Collected	\$1,086.00	\$0.00	\$1,086.00
Cash	\$806.00	\$0.00	\$806.00
Card	\$260.00	\$0.00	\$260.00
Gift Card	\$0.00	\$0.00	\$0.00
Other	\$20.00	\$0.00	\$20.00
Fees	(\$7.16)	\$0.00	(\$7.16)
Net Total	\$1,078.84	\$0.00	\$1,078.84

# Juan / Chris Arevalo

2577 E Hwy 285, Falfurrias, TX 78355

On 06-07-18 called and spoke to Mr. Arevalo let him know of balance. He will let his wife know....ev

[Edit](#)

[New transaction](#)


**\$-60.00**  
OPEN

**\$0.00**  
OVERDUE








Transaction List

Customer Details

Batch actions 

Filter 

<input type="checkbox"/>	DATE	TYPE	NO.	DUE DATE	BALANCE	TOTAL	STATUS	ACTION
<input type="checkbox"/>	06/11/2018	Payment		06/11/2018	\$-60.00	\$-120.00	Partial	Print 
<input type="checkbox"/>	06/01/2018	Invoice	2731	06/10/2018	\$0.00	\$20.00	Paid	Print 
<input type="checkbox"/>	04/30/2018	Invoice	2799	05/10/2018	\$0.00	\$20.00	Paid	Print 
<input type="checkbox"/>	04/01/2018	Invoice	2391	04/10/2018	\$0.00	\$20.00	Paid	Print 
<input type="checkbox"/>	02/19/2018	Invoice	2021	03/10/2018	\$0.00	\$20.00	Paid	Print 
<input type="checkbox"/>	01/22/2018	Invoice	2020	02/10/2018	\$0.00	\$20.00	Paid	Print 
<input type="checkbox"/>	01/10/2018	Payment		01/10/2018	\$0.00	\$-60.00	Closed	
<input type="checkbox"/>	12/29/2017	Invoice	1266	01/10/2018	\$0.00	\$20.00	Paid	Print 

# Guadalupe Vela

224 Co Rd 222, Falfurrias, TX 78355

On 06-07-18 called Mr Vela let him know of balance due.  
 He said his brother takes care of will let him know to come  
 pay with me...ev

Edit

New transaction

**\$0.00**  
OPEN

**\$0.00**  
OVERDUE

Transaction List

Customer Details

Batch actions ▼

Filter ▼



<input type="checkbox"/>	DATE	TYPE	NO.	DUE DATE ▼	BALANCE	TOTAL	STATUS	ACTION
<input type="checkbox"/>	06/11/2018	Payment		06/11/2018	\$0.00	-\$40.00	Closed	
<input type="checkbox"/>	06/01/2018	Invoice	2721	06/10/2018	\$0.00	\$20.00	Paid	Print ▼
<input type="checkbox"/>	05/01/2018	Invoice	2361	05/10/2018	\$0.00	\$20.00	Paid	Print ▼
<input type="checkbox"/>	04/25/2018	Payment		04/25/2018	\$0.00	-\$20.00	Closed	
<input type="checkbox"/>	04/01/2018	Invoice	2351	04/10/2018	\$0.00	\$0.00	Voided	Print ▼
<input type="checkbox"/>	04/01/2018	Invoice	2210	04/10/2018	\$0.00	\$20.00	Paid	Print ▼
<input type="checkbox"/>	04/04/2018	Payment		04/04/2018	\$0.00	-\$20.00	Closed	
<input type="checkbox"/>	02/27/2018	Invoice	1671	03/10/2018	\$0.00	\$20.00	Paid	Print ▼

**Brooks County Landfill**

627 FM 754, PO Box 416

Falfurrias, TX 78355

(361) 667-3310

ahernandez@co.brooks.tx.us

# INVOICE

**BILL TO**

Jose Ruelas

932 FM 755

Encino, TX 78353 USA

**FRIENDLY REMINDER**  
This account is **PAST DUE.**  
Your prompt attention is  
courteously requested.

INVOICE # 2217

DATE 04/27/2018

DUE DATE 05/10/2018

TERMS Fixed

ACTIVITY	QTY	RATE	AMOUNT
<b>Monthly Fee:Waste Collection</b> Rural Garbage Collection	1	20.00	20.00

Note that the payment due date is now the 10th of every month.  
Please pay invoice within 10 business days of due date. Interruption of  
service will occur if invoice is not paid within 30 days. We appreciate  
your business.

**BALANCE DUE**

**\$20.00**

Brooks County Landfill  
627 FM 754, PO Box 416  
Falfurrias, TX 78355  
(361) 667-3310  
ahernandez@co.brooks.tx.us

# INVOICE

**FRIENDLY REMINDER**  
This account is **PAST DUE**.  
Your prompt attention is  
courteously requested.

**BILL TO**  
Joseph Saenz  
2524 Co Rd 105 (C)  
Falfurrias, TX 78355

**INVOICE #** 2112  
**DATE** 05/10/2018  
**DUE DATE** 05/10/2018  
**TERMS** Fixed

ACTIVITY	QTY	RATE	AMOUNT
<b>Monthly Fee:Waste Collection</b> Rural Garbage Collection	1	20.00	20.00

Note that the payment due date is now the 10th of every month.  
Please pay invoice within 10 business days of due date. Interruption of  
service will occur if invoice is not paid within 30 days. We appreciate  
your business.

**BALANCE DUE**

**\$20.00**



**Brooks County Landfill**  
627 FM 754, PO Box 416  
Falfurrias, TX 78355  
(361) 667-3310  
ahernandez@co.brooks.tx.us

# INVOICE

**FRIENDLY REMINDER**  
This account is **PAST DUE.**  
Your prompt attention is  
courteously requested.

**INVOICE #** 2154  
**DATE** 05/10/2018  
**DUE DATE** 05/10/2018  
**TERMS** Fixed

**BILL TO**

William A Bowers  
2958 E FM 2191  
Falfurrias, TX 78355

ACTIVITY	QTY	RATE	AMOUNT
<b>Monthly Fee:Waste Collection</b> Rural Garbage Collection	1	20.00	20.00

Note that the payment due date is now the 10th of every month.  
Please pay invoice within 10 business days of due date. Interruption of  
service will occur if invoice is not paid within 30 days. We appreciate  
your business.

**BALANCE DUE**

**\$20.00**

**Brooks County Landfill**  
627 FM 754, PO Box 416  
Falfurrias, TX 78355  
(361) 667-3310  
ahernandez@co.brooks.tx.us

**FRIENDLY REMINDER**  
This account is **PAST DUE**.  
Your prompt attention is  
courteously requested.

# INVOICE

**BILL TO**  
Vanessa Arevalo  
PO Box 153  
Falfurrias, TX 78355

**INVOICE #** 2146  
**DATE** 05/10/2018  
**DUE DATE** 05/10/2018  
**TERMS** Fixed

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Monthly Fee:Waste Collection</b> Rural Garbage Collection	1	20.00	20.00

---

Note that the payment due date is now the 10th of every month.  
Please pay invoice within 10 business days of due date. Interruption of  
service will occur if invoice is not paid within 30 days. We appreciate  
your business.

**BALANCE DUE**

**\$20.00**

**Brooks County Landfill**

627 FM 754, PO Box 416  
Falfurrias, TX 78355  
(361) 667-3310  
ahernandez@co.brooks.tx.us

**FRIENDLY REMINDER**  
This account is **PAST DUE**.  
Your prompt attention is  
courteously requested.

**INVOICE**

**BILL TO**

Edmund/Cynthia Perez  
2028 E Hwy 285  
Falfurrias, TX 78355

**INVOICE #** 2087  
**DATE** 05/10/2018  
**DUE DATE** 05/10/2018  
**TERMS** Fixed

---

ACTIVITY	QTY	RATE	AMOUNT
Monthly Fee:Waste Collection Rural Garbage Collection	1	20.00	20.00

---

Note that the payment due date is now the 10th of every month.  
Please pay invoice within 10 business days of due date. Interruption of  
service will occur if invoice is not paid within 30 days. We appreciate  
your business.

**BALANCE DUE**

**\$20.00**

# Brooks County Landfill

## PROFIT AND LOSS

May 2018

	TOTAL
Income	
Sales	5,390.00
Unapplied Cash Payment Income	1,270.00
<b>Total Income</b>	<b>\$6,660.00</b>
GROSS PROFIT	\$6,660.00
Expenses	
<b>Total Expenses</b>	
<b>NET INCOME</b>	<b>\$6,660.00</b>

**Sales**

May 2018

	Sales	Refunds	Net
Gross Sales	\$1,905.00	(\$155.00)	\$1,750.00
Discounts & Comps	\$0.00	\$0.00	\$0.00
Net Sales	\$1,905.00	(\$155.00)	\$1,750.00
Tax	\$0.00	\$0.00	\$0.00
Tips	\$0.00	\$0.00	\$0.00
Gift Card Sales	\$0.00	\$0.00	\$0.00
Total Collected	\$1,905.00	(\$155.00)	\$1,750.00
Cash	\$1,572.00	(\$15.00)	\$1,557.00
Card	\$263.00	(\$140.00)	\$123.00
Gift Card	\$0.00	\$0.00	\$0.00
Other	\$70.00	\$0.00	\$70.00
Fees	(\$7.48)	\$3.85	(\$3.63)
Net Total	\$1,897.52	(\$151.15)	\$1,746.37

**BROOKS COUNTY TAX OFFICE**  
**MOTOR VEHICLE MONTHLY REPORT**

APRIL 2018

LINE ITEM	FEES	AMT COLLECTED	TOTAL
	County Commission	\$ -	\$ -
	Vendor County Commission	\$ -	\$ -
	P & H Cnty Mallin	\$ -	\$ -
	P & H Tmpt F	\$ 123.50	\$ 123.50
	P & H Walkin	\$ 1,110.90	\$ 1,110.90
	P & H Cnty TXO	\$ 2.50	\$ 2.50
	Special County Commission	\$ 3.50	\$ 3.50
	County Mobily Fee	\$ -	\$ -
	Delinquent Transfer County	\$ 12.50	\$ 12.50
	Delinquent Transfer	\$ 20.00	\$ 20.00
	Duplicate Receipt	\$ 2.00	\$ 2.00
	Miscellaneous Fees	\$ -	\$ -
	Replacement Fee \$6	\$ 62.50	\$ 62.50
	Transfer of Registration	\$ 37.50	\$ 37.50
	Inquiry Fees	\$ 22.00	\$ 22.00
<b>12-4-0005-4381</b>	<b>Sub-Total:</b>	<b>\$ 1,396.90</b>	<b>\$ 1,396.90</b>
	Optional R&B Fee	\$ 4,480.00	\$ 4,480.00
	Co R&B Fund	\$ 27,787.23	\$ 27,787.23
<b>13-4-0000-4145</b>	<b>Sub-Total:</b>	<b>\$ 32,267.23</b>	<b>\$ 32,267.23</b>
	Registration Refund	\$ -	\$ -
	Child Safety Fund	\$ 672.00	\$ 672.00
<b>12-4-0005-4860</b>	<b>Subtotal:</b>	<b>\$ 672.00</b>	<b>\$ 672.00</b>
	<b>Grand Total:</b>	<b>\$ 34,336.13</b>	<b>\$ 34,336.13</b>
<b>12-4-0005-4380</b>	<b>Grand-Total:</b>	<b>\$ 280.00</b>	<b>\$ 280.00</b>

**TITLES**

4/3/18 - 4/6/18	\$ 75.00	\$ 75.00
4/9/18 - 4/13/18	\$ 95.00	\$ 95.00
4/16/18 - 4/20/18	\$ 45.00	\$ 45.00
4/23/18 - 4/27/18	\$ 65.00	\$ 65.00

**County Remittance: \$ 34,616.13**

# BROOKS COUNTY TAX OFFICE

## MOTOR VEHICLE MONTHLY REPORT

MAY 2018

LINE ITEM	FEES	AMT COLLECTED	TOTAL
	County Commission	\$ -	\$ -
	Vendor County Commission	\$ -	\$ -
	P & H Cnty Mallin	\$ 6.90	\$ 6.90
	P & H Trmpt F	\$ 90.25	\$ 90.25
	P & H Walkin	\$ 901.60	\$ 901.60
	P & H Cnty TXO	\$ 3.25	\$ 3.25
	Special County Commission	\$ 1.50	\$ 1.50
	County Mobily Fee	\$ -	\$ -
	Delinquent Transfer County	\$ 50.00	\$ 50.00
	Delinquent Transfer	\$ 5.00	\$ 5.00
	Duplicate Receipt	\$ 2.00	\$ 2.00
	Miscellaneous Fees	\$ -	\$ -
	Replacement Fee \$6	\$ 50.00	\$ 50.00
	Transfer of Registration	\$ 63.75	\$ 63.75
	Inquiy Fees	\$ 18.00	\$ 18.00
<b>12-4-0005-4381</b>	<b>Sub-Total:</b>	<b>\$ 1,192.25</b>	<b>\$ 1,192.25</b>
	Optional R&B Fee	\$ 3,480.00	\$ 3,480.00
	Co R&B Fund	\$ 10,683.88	\$ 10,683.88
<b>13-4-0000-4145</b>	<b>Sub-Total:</b>	<b>\$ 14,163.88</b>	<b>\$ 14,163.88</b>
	Registration Refund	\$ -	\$ -
	Child Safety Fund	\$ 522.00	\$ 522.00
<b>12-4-0005-4860</b>	<b>Subtotal:</b>	<b>\$ 522.00</b>	<b>\$ 522.00</b>
	<b>Grand Total:</b>	<b>\$ 15,878.13</b>	<b>\$ 15,878.13</b>
<b>TITLES</b>			
	5/7/18 - 5/11/18	\$ 90.00	\$ 90.00
	5/14/18 - 5/18/18	\$ 40.00	\$ 40.00
	5/21/18 - 5/25/18	\$ 65.00	\$ 65.00
	5/29/18 - 6/1/18	\$ 45.00	\$ 45.00
<b>12-4-0005-4380</b>	<b>Grand-Total:</b>	<b>\$ 240.00</b>	<b>\$ 240.00</b>

<b>County Remittance:</b>	<b>\$ 16,118.13</b>
---------------------------	---------------------

MONTHLY DISBURSE TOTALS  
MAY 2018

Current M&O	\$	16,317.56	Attorney Fees Collected	
Current M&O Discount	\$	13.18		
Current I&S	\$	3,274.39	M&O/Debt	\$ 2,445.11
CAD Portion General	\$	0.16	Road & Bridge	\$ 438.11
Current I&S Discount	\$	2.65	FM/FC	\$ 276.53
Current Road & Bridge	\$	3,652.06	Attorney Fee Remittance	\$ 3,159.75
Current Road & Bridge Discount	\$	2.22		
CAD Portion R&B	\$	0.03		
County Ad Valorem	\$	23,289.56	Interest	\$ 16.32
Delinquent M&O	\$	6,077.54	Overpayment/Tolerance	\$ -
Debt	\$	0.06		
Delinquent I&S	\$	1,085.40	Miscellaneous Fees	\$ -
Delinquent Road & Bridge	\$	1,344.22	Beer License Renewal	\$ -
Total Delinquent CO/RB	\$	8,507.22		
M&O Current Penalty & Interest	\$	1,626.09	Tax Certificates	\$ 10.00
Delinquent M&O Penalties & Interest	\$	3,310.17	NSF Fee	\$ 30.00
Debt Penalties & Interest	\$	0.19		
Current I&S Penalty & Interest	\$	326.30	Delinquent Discount	
Delinquent I&S Penalties & Interest	\$	442.98	County	\$ 24.56
Current R&B Penalties & Interest	\$	363.57	Road & Bridge	\$ 3.13
Delinquent R&B Penalties & Interest	\$	631.68	Total	\$ 27.69
Total Penalty & Interest	\$	6,700.98		
Total CO/RB Ad Valorem Tax	\$	38,497.76		
Farm to Market Disburse Totals				
Current M&O	\$	2,254.75		
Delinquent M&O	\$	848.65		
CAD Portion	\$	0.02		
Total M&O All Years	\$	3,103.38		
Current Penalty & Interest	\$	222.41		
Delinquent Penalty & Interest	\$	397.02		
Total Penalty & Interest	\$	619.43		
Discount	\$	3.38		
Total Farm to Market Remittance	\$	3,726.19	Total County Remittance	\$42,223.95



06/04/2018 10:30:26  
 TC298-D RECEIPT DATE: ALL  
 LOCATION: ALL

2997966

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0100 BROOKS COUNTY

PAGE: 1  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.600404	16,317.56	13.18	1,626.09	.00	17,956.83	202.50	.00	.00	18,159.33
	I & S	1.20481	3,274.39	2.65	326.30	.00	3,603.34	.00	.00	.00	3,603.34
	TOTAL	.720885	19,591.95	15.83	1,952.39	.00	21,560.17	202.50	.00	.00	21,762.67
2016	M & O	.598600	2,636.28	12.51	854.67	.00	3,503.46	931.96	.00	.00	4,435.42
	I & S	1.45229	639.60	3.03	207.32	.00	849.95	.00	.00	.00	849.95
	TOTAL	.743829	3,275.88	15.54	1,061.99	.00	4,353.41	931.96	.00	.00	5,285.37
2015	M & O	.645018	1,558.84	7.76	721.28	.00	2,287.88	586.86	.00	.00	2,874.74
	I & S	1.05026	253.83	1.26	117.44	.00	372.53	.00	.00	.00	372.53
	TOTAL	.750044	1,812.67	9.02	838.72	.00	2,660.41	586.86	.00	.00	3,247.27
2014	M & O	.599409	860.34	.00	442.27	.00	1,302.61	285.24	.00	.00	1,587.85
	I & S	.065324	93.75	.00	48.22	.00	141.97	.00	.00	.00	141.97
	TOTAL	.664733	954.09	.00	490.49	.00	1,444.58	285.24	.00	.00	1,729.82
2013	M & O	.648630	285.82	.00	182.93	.00	468.75	114.82	.00	.00	583.57
	I & S	1.46370	64.51	.00	41.28	.00	105.79	.00	.00	.00	105.79
	TOTAL	.795000	350.33	.00	224.21	.00	574.54	114.82	.00	.00	689.36
2012	M & O	.705500	99.45	.00	75.56	.00	175.01	38.08	.00	.00	213.09
	I & S	.063800	9.02	.00	6.84	.00	15.86	.00	.00	.00	15.86
	TOTAL	.769300	108.47	.00	82.40	.00	190.87	38.08	.00	.00	228.95
2011	M & O	.655000	178.34	.00	141.52	.00	319.86	63.70	.00	.00	383.56
	I & S	.061100	16.65	.00	13.20	.00	29.85	.00	.00	.00	29.85
	TOTAL	.716100	194.99	.00	154.72	.00	349.71	63.70	.00	.00	413.41
2010	M & O	.523800	35.75	.00	35.75	.00	71.50	15.29	.00	.00	86.79
	I & S	.038500	2.63	.00	2.63	.00	5.26	.00	.00	.00	5.26
	TOTAL	.562300	38.38	.00	38.38	.00	76.76	15.29	.00	.00	92.05
2009	M & O	.443219	68.62	.00	76.87	.00	145.49	31.33	.00	.00	176.82
	I & S	.034938	5.41	.00	6.05	.00	11.46	.00	.00	.00	11.46
	TOTAL	.478157	74.03	.00	82.92	.00	156.95	31.33	.00	.00	188.28
2008	M & O	.431785	88.24	.00	109.41	.00	197.65	39.47	.00	.00	237.12
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.431785	88.24	.00	109.41	.00	197.65	39.47	.00	.00	237.12
2007	M & O	.408451	34.82	.00	47.37	.00	82.19	16.05	.00	.00	98.24
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.408451	34.82	.00	47.37	.00	82.19	16.05	.00	.00	98.24
2006	M & O	.374932	19.49	.00	28.87	.00	48.36	9.54	.00	.00	57.90
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.374932	19.49	.00	28.87	.00	48.36	9.54	.00	.00	57.90

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0100 BROOKS COUNTY

PAGE: 2  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.495686	22.57	.00	36.12	.00	58.69	11.59	.00	.00	70.28
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.495686	22.57	.00	36.12	.00	58.69	11.59	.00	.00	70.28
2004	M & O	.508900	.29	.00	.51	.00	.80	.00	.00	.00	.80
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.508900	.29	.00	.51	.00	.80	.00	.00	.00	.80
2003	M & O	.535960	.31	.00	.57	.00	.88	.00	.00	.00	.88
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.535960	.31	.00	.57	.00	.88	.00	.00	.00	.88
2002	M & O	.491360	2.80	.00	5.50	.00	8.30	1.15	.00	.00	9.45
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.491360	2.80	.00	5.50	.00	8.30	1.15	.00	.00	9.45
2001	M & O	.643820	.83	.00	1.73	.00	2.56	.00	.00	.00	2.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.643820	.83	.00	1.73	.00	2.56	.00	.00	.00	2.56
2000	M & O	.655820	.84	.00	1.85	.00	2.69	.00	.00	.00	2.69
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.655820	.84	.00	1.85	.00	2.69	.00	.00	.00	2.69
1999	M & O	.650690	.82	.00	1.91	.00	2.73	.00	.00	.00	2.73
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.650690	.82	.00	1.91	.00	2.73	.00	.00	.00	2.73
1998	M & O	.615847	7.26	.00	16.65	.00	23.91	2.88	.00	.00	26.79
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.615847	7.26	.00	16.65	.00	23.91	2.88	.00	.00	26.79
1997	M & O	.615850	13.56	.00	30.52	.00	44.08	4.99	.00	.00	49.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.615850	13.56	.00	30.52	.00	44.08	4.99	.00	.00	49.07
1996	M & O	.791880	23.90	.00	64.05	.00	87.95	12.64	.00	.00	100.59
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.791880	23.90	.00	64.05	.00	87.95	12.64	.00	.00	100.59
1995	M & O	.769740	52.55	.00	147.15	.00	199.70	29.37	.00	.00	229.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.769740	52.55	.00	147.15	.00	199.70	29.37	.00	.00	229.07
1994	M & O	.079729	1.04	.00	3.03	.00	4.07	.00	.00	.00	4.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.079729	1.04	.00	3.03	.00	4.07	.00	.00	.00	4.07

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0100 BROOKS COUNTY

PAGE: 3  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.090767	3.64	.00	10.87	.00	14.51	1.12	.00	.00	15.63
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.090767	3.64	.00	10.87	.00	14.51	1.12	.00	.00	15.63
1992	M & O	.092019	4.44	.00	13.92	.00	18.36	1.70	.00	.00	20.06
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.092019	4.44	.00	13.92	.00	18.36	1.70	.00	.00	20.06
1991	M & O	.076403	53.46	.00	174.73	.00	228.19	33.33	.00	.00	261.52
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.076403	53.46	.00	174.73	.00	228.19	33.33	.00	.00	261.52
1990	M & O	.076232	1.40	.00	4.76	.00	6.16	.00	.00	.00	6.16
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.076232	1.40	.00	4.76	.00	6.16	.00	.00	.00	6.16
1989	M & O	.066489	7.06	.00	24.82	.00	31.88	3.95	.00	.00	35.83
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.066489	7.06	.00	24.82	.00	31.88	3.95	.00	.00	35.83
1988	M & O	.062200	1.03	.00	3.74	.00	4.77	.00	.00	.00	4.77
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.062200	1.03	.00	3.74	.00	4.77	.00	.00	.00	4.77
1987	M & O	.046700	6.88	.00	24.51	.00	31.39	3.68	.00	.00	35.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.046700	6.88	.00	24.51	.00	31.39	3.68	.00	.00	35.07
1986	M & O	.042300	6.09	.00	23.62	.00	29.71	3.87	.00	.00	33.58
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.042300	6.09	.00	23.62	.00	29.71	3.87	.00	.00	33.58
1985	M & O	.041400	.78	.00	3.11	.00	3.89	.00	.00	.00	3.89
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041400	.78	.00	3.11	.00	3.89	.00	.00	.00	3.89
ALL	M & O		22,395.10	33.45	4,936.26	.00	27,364.81	2,445.11	.00	.00	29,809.92
ALL	I & S		4,359.79	6.94	769.28	.00	5,136.01	.00	.00	.00	5,136.01
ALL	TOTAL		26,754.89	40.39	5,705.54	.00	32,500.82	2,445.11	.00	.00	34,945.93
DIQ	M & O		6,077.54	20.27	3,310.17	.00	9,407.98	2,242.61	.00	.00	11,650.59
DIQ	I & S		1,085.40	4.29	442.98	.00	1,532.67	.00	.00	.00	1,532.67
DIQ	TOTAL		7,162.94	24.56	3,753.15	.00	10,940.65	2,242.61	.00	.00	13,183.26

06/04/2018 10:30:26 2997966

TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0100 BROOKS COUNTY

PAGE: 4  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REPUND AMOUNT	PAYMENT AMOUNT
CURR	M & O		16,317.56	13.18	1,626.09	.00	17,956.83	202.50	.00	.00	18,159.33
CURR	I & S		3,274.39	2.65	326.30	.00	3,603.34	.00	.00	.00	3,603.34
CURR	TOTAL		19,591.95	15.83	1,952.39	.00	21,560.17	202.50	.00	.00	21,762.67

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.134620	3,652.06	2.22	363.57	.00	4,017.85	37.83	.00	.00	4,055.68
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.134620	3,652.06	2.22	363.57	.00	4,017.85	37.83	.00	.00	4,055.68
2016	M & O	.150000	660.18	3.13	214.00	.00	877.31	187.78	.00	.00	1,065.09
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.150000	660.18	3.13	214.00	.00	877.31	187.78	.00	.00	1,065.09
2015	M & O	.114780	322.43	.00	127.87	.00	450.30	89.46	.00	.00	539.76
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.114780	322.43	.00	127.87	.00	450.30	89.46	.00	.00	539.76
2014	M & O	.134093	184.22	.00	94.65	.00	278.87	55.02	.00	.00	333.89
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.134093	184.22	.00	94.65	.00	278.87	55.02	.00	.00	333.89
2013	M & O	.144093	62.49	.00	40.01	.00	102.50	20.50	.00	.00	123.00
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.144093	62.49	.00	40.01	.00	102.50	20.50	.00	.00	123.00
2012	M & O	.119200	16.83	.00	12.82	.00	29.65	5.93	.00	.00	35.58
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.119200	16.83	.00	12.82	.00	29.65	5.93	.00	.00	35.58
2011	M & O	.111000	30.39	.00	24.13	.00	54.52	9.95	.00	.00	64.47
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.111000	30.39	.00	24.13	.00	54.52	9.95	.00	.00	64.47
2010	M & O	.088900	6.06	.00	6.07	.00	12.13	2.42	.00	.00	14.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.088900	6.06	.00	6.07	.00	12.13	2.42	.00	.00	14.55
2009	M & O	.081200	12.57	.00	14.08	.00	26.65	5.32	.00	.00	31.97
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.081200	12.57	.00	14.08	.00	26.65	5.32	.00	.00	31.97
2008	M & O	.073310	14.98	.00	18.55	.00	33.53	6.70	.00	.00	40.23
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.073310	14.98	.00	18.55	.00	33.53	6.70	.00	.00	40.23
2007	M & O	.070486	6.03	.00	8.17	.00	14.20	2.77	.00	.00	16.97
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.070486	6.03	.00	8.17	.00	14.20	2.77	.00	.00	16.97
2006	M & O	.064703	3.36	.00	4.98	.00	8.34	1.64	.00	.00	9.98
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.064703	3.36	.00	4.98	.00	8.34	1.64	.00	.00	9.98

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0101 BROOKS COUNTY RD AND BRIDGE

PAGE: 6  
 INCLUDES AG ROLLEBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.085540	3.90	.00	6.22	.00	10.12	1.99	.00	.00	12.11
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.085540	3.90	.00	6.22	.00	10.12	1.99	.00	.00	12.11
2004	M & O	.081100	.05	.00	.08	.00	.13	.00	.00	.00	.13
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.081100	.05	.00	.08	.00	.13	.00	.00	.00	.13
2003	M & O	.101010	.06	.00	.11	.00	.17	.00	.00	.00	.17
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.101010	.06	.00	.11	.00	.17	.00	.00	.00	.17
2002	M & O	.092600	.53	.00	1.04	.00	1.57	.22	.00	.00	1.79
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.092600	.53	.00	1.04	.00	1.57	.22	.00	.00	1.79
2001	M & O	.115330	.15	.00	.31	.00	.46	.00	.00	.00	.46
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.115330	.15	.00	.31	.00	.46	.00	.00	.00	.46
2000	M & O	.111020	.14	.00	.32	.00	.46	.00	.00	.00	.46
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.111020	.14	.00	.32	.00	.46	.00	.00	.00	.46
1999	M & O	.087460	.16	.00	.36	.00	.52	.00	.00	.00	.52
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.087460	.16	.00	.36	.00	.52	.00	.00	.00	.52
1998	M & O	.108919	.95	.00	2.33	.00	3.28	.42	.00	.00	3.70
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.108919	.95	.00	2.33	.00	3.28	.42	.00	.00	3.70
1997	M & O	.096130	.97	.00	2.47	.00	3.44	.45	.00	.00	3.89
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.096130	.97	.00	2.47	.00	3.44	.45	.00	.00	3.89
1996	M & O	.117290	3.54	.00	9.49	.00	13.03	1.87	.00	.00	14.90
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.117290	3.54	.00	9.49	.00	13.03	1.87	.00	.00	14.90
1995	M & O	.106050	7.24	.00	20.27	.00	27.51	4.04	.00	.00	31.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.106050	7.24	.00	20.27	.00	27.51	4.04	.00	.00	31.55
1994	M & O	.016605	.14	.00	.41	.00	.55	.00	.00	.00	.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.016605	.14	.00	.41	.00	.55	.00	.00	.00	.55

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0101 BROOKS COUNTY RD AND BRIDGE

PAGE: 7  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.009248	.38	.00	1.10	.00	1.48	.11	.00	.00	1.59
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.009248	.38	.00	1.10	.00	1.48	.11	.00	.00	1.59
1992	M & O	.006572	.32	.00	.99	.00	1.31	.12	.00	.00	1.43
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.006572	.32	.00	.99	.00	1.31	.12	.00	.00	1.43
1991	M & O	.000000	4.05	.00	13.19	.00	17.24	2.52	.00	.00	19.76
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	4.05	.00	13.19	.00	17.24	2.52	.00	.00	19.76
1990	M & O	.000000	.07	.00	.24	.00	.31	.00	.00	.00	.31
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.07	.00	.24	.00	.31	.00	.00	.00	.31
1989	M & O	.000000	.69	.00	2.40	.00	3.09	.38	.00	.00	3.47
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.69	.00	2.40	.00	3.09	.38	.00	.00	3.47
1988	M & O	.000000	.12	.00	.44	.00	.56	.00	.00	.00	.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.12	.00	.44	.00	.56	.00	.00	.00	.56
1987	M & O	.000000	.63	.00	2.31	.00	2.94	.35	.00	.00	3.29
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.63	.00	2.31	.00	2.94	.35	.00	.00	3.29
1986	M & O	.000000	.51	.00	1.97	.00	2.48	.32	.00	.00	2.80
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.51	.00	1.97	.00	2.48	.32	.00	.00	2.80
1985	M & O	.000000	.08	.00	.30	.00	.38	.00	.00	.00	.38
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	.08	.00	.30	.00	.38	.00	.00	.00	.38
ALL	M & O		4,996.28	5.35	995.25	.00	5,996.88	438.11	.00	.00	6,434.99
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		4,996.28	5.35	995.25	.00	5,996.88	438.11	.00	.00	6,434.99
DLQ	M & O		1,344.22	3.13	631.68	.00	1,979.03	400.28	.00	.00	2,379.31
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		1,344.22	3.13	631.68	.00	1,979.03	400.28	.00	.00	2,379.31

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

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 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0101 BROOKS COUNTY RD AND BRIDGE  
 INCLUDES AG ROLLBACK  
 PAGE: 8

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			3,652.06	2.22	363.57	.00	4,017.85	37.83	.00	.00	4,055.68
CURR I & S			.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR TOTAL			3,652.06	2.22	363.57	.00	4,017.85	37.83	.00	.00	4,055.68



06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0104 BROOKS COUNTY FM FC

PAGE: 16  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.085000	2,254.75	1.22	222.41	.00	2,478.38	23.84	.00	.00	2,502.22
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.085000	2,254.75	1.22	222.41	.00	2,478.38	23.84	.00	.00	2,502.22
2016	M & O	.098837	424.53	2.16	138.91	.00	565.60	121.85	.00	.00	687.45
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.098837	424.53	2.16	138.91	.00	565.60	121.85	.00	.00	687.45
2015	M & O	.074702	203.99	.00	80.89	.00	284.88	56.59	.00	.00	341.47
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.074702	203.99	.00	80.89	.00	284.88	56.59	.00	.00	341.47
2014	M & O	.086982	116.97	.00	59.85	.00	176.82	34.62	.00	.00	211.44
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.086982	116.97	.00	59.85	.00	176.82	34.62	.00	.00	211.44
2013	M & O	.086982	37.22	.00	23.86	.00	61.08	12.24	.00	.00	73.32
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.086982	37.22	.00	23.86	.00	61.08	12.24	.00	.00	73.32
2012	M & O	.071900	9.42	.00	7.17	.00	16.59	3.31	.00	.00	19.90
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.071900	9.42	.00	7.17	.00	16.59	3.31	.00	.00	19.90
2011	M & O	.067000	17.00	.00	13.40	.00	30.40	5.51	.00	.00	35.91
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.067000	17.00	.00	13.40	.00	30.40	5.51	.00	.00	35.91
2010	M & O	.054000	3.52	.00	3.51	.00	7.03	1.40	.00	.00	8.43
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.054000	3.52	.00	3.51	.00	7.03	1.40	.00	.00	8.43
2009	M & O	.049200	7.25	.00	8.12	.00	15.37	3.07	.00	.00	18.44
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.049200	7.25	.00	8.12	.00	15.37	3.07	.00	.00	18.44
2008	M & O	.044420	8.82	.00	10.92	.00	19.74	3.95	.00	.00	23.69
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.044420	8.82	.00	10.92	.00	19.74	3.95	.00	.00	23.69
2007	M & O	.049200	3.60	.00	4.91	.00	8.51	1.66	.00	.00	10.17
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.049200	3.60	.00	4.91	.00	8.51	1.66	.00	.00	10.17
2006	M & O	.039167	1.18	.00	1.72	.00	2.90	.56	.00	.00	3.46
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.039167	1.18	.00	1.72	.00	2.90	.56	.00	.00	3.46

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.051800	1.45	.00	2.28	.00	3.73	.74	.00	.00	4.47
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.051800	1.45	.00	2.28	.00	3.73	.74	.00	.00	4.47
2004	M & O	.055500	.03	.00	.05	.00	.08	.00	.00	.00	.08
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.055500	.03	.00	.05	.00	.08	.00	.00	.00	.08
2003	M & O	.067370	.04	.00	.07	.00	.11	.00	.00	.00	.11
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.067370	.04	.00	.07	.00	.11	.00	.00	.00	.11
2002	M & O	.062050	.34	.00	.70	.00	1.04	.15	.00	.00	1.19
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.062050	.34	.00	.70	.00	1.04	.15	.00	.00	1.19
2001	M & O	.090280	.09	.00	.18	.00	.27	.00	.00	.00	.27
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.090280	.09	.00	.18	.00	.27	.00	.00	.00	.27
2000	M & O	.077060	.08	.00	.17	.00	.25	.00	.00	.00	.25
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.077060	.08	.00	.17	.00	.25	.00	.00	.00	.25
1999	M & O	.114380	.11	.00	.25	.00	.36	.00	.00	.00	.36
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.114380	.11	.00	.25	.00	.36	.00	.00	.00	.36
1998	M & O	.064936	.55	.00	1.34	.00	1.89	.25	.00	.00	2.14
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.064936	.55	.00	1.34	.00	1.89	.25	.00	.00	2.14
1997	M & O	.058920	.32	.00	.82	.00	1.14	.14	.00	.00	1.28
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.058920	.32	.00	.82	.00	1.14	.14	.00	.00	1.28
1996	M & O	.078190	1.20	.00	3.23	.00	4.43	.62	.00	.00	5.05
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.078190	1.20	.00	3.23	.00	4.43	.62	.00	.00	5.05
1995	M & O	.069450	4.02	.00	11.28	.00	15.30	2.25	.00	.00	17.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.069450	4.02	.00	11.28	.00	15.30	2.25	.00	.00	17.55
1994	M & O	.007123	.09	.00	.27	.00	.36	.00	.00	.00	.36
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.007123	.09	.00	.27	.00	.36	.00	.00	.00	.36

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0104 BROOKS COUNTY FM FC

PAGE: 18  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.007657	.30	.00	.93	.00	1.23	.10	.00	.00	1.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.007657	.30	.00	.93	.00	1.23	.10	.00	.00	1.33
1992	M & O	.006379	.32	.00	.96	.00	1.28	.12	.00	.00	1.40
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.006379	.32	.00	.96	.00	1.28	.12	.00	.00	1.40
1991	M & O	.005318	3.72	.00	12.15	.00	15.87	2.31	.00	.00	18.18
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.005318	3.72	.00	12.15	.00	15.87	2.31	.00	.00	18.18
1990	M & O	.003686	.07	.00	.23	.00	.30	.00	.00	.00	.30
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.003686	.07	.00	.23	.00	.30	.00	.00	.00	.30
1989	M & O	.006198	.65	.00	2.31	.00	2.96	.37	.00	.00	3.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.006198	.65	.00	2.31	.00	2.96	.37	.00	.00	3.33
1988	M & O	.007700	.13	.00	.47	.00	.60	.00	.00	.00	.60
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.007700	.13	.00	.47	.00	.60	.00	.00	.00	.60
1987	M & O	.005300	.80	.00	2.81	.00	3.61	.42	.00	.00	4.03
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.005300	.80	.00	2.81	.00	3.61	.42	.00	.00	4.03
1986	M & O	.005000	.73	.00	2.81	.00	3.54	.46	.00	.00	4.00
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.005000	.73	.00	2.81	.00	3.54	.46	.00	.00	4.00
1985	M & O	.006000	.11	.00	.45	.00	.56	.00	.00	.00	.56
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.006000	.11	.00	.45	.00	.56	.00	.00	.00	.56
ALL	M & O		3,103.40	3.38	619.43	.00	3,726.21	276.53	.00	.00	4,002.74
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		3,103.40	3.38	619.43	.00	3,726.21	276.53	.00	.00	4,002.74
DLQ	M & O		848.65	2.15	397.02	.00	1,247.83	252.69	.00	.00	1,500.52
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		848.65	2.15	397.02	.00	1,247.83	252.69	.00	.00	1,500.52

06/04/2018 10:30:26 2997966  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2018 THRU 05/31/2018  
 JURISDICTION: 0104 BROOKS COUNTY FM FC

PAGE: 19  
 INCLUDES AG ROLIBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
CURR M & O			2,254.75	1.22	222.41	.00	2,478.38	23.84	.00	.00	2,502.22
CURR I & S			.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR TOTAL			2,254.75	1.22	222.41	.00	2,478.38	23.84	.00	.00	2,502.22



FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0100 BROOKS COUNTY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
537,691,245	1,859,835	539,551,080	00.720885	3,834,665.70	13,204

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2017	3,824,203.29	555.51-	10,462.41	19,591.95	3,524,625.22	310,040.48	91.91	0.00
2016	212,948.94	538.47-	6,982.16	3,275.88	34,377.96	185,553.14	15.63	212.27-
2015	177,647.75	321.07-	682.07-	1,812.67	16,741.99	160,223.69	9.46	214.04-
2014	101,658.07	18.09-	366.19-	954.09	7,369.42	93,922.46	7.28	258.70-
2013	101,191.06	21.64-	373.10-	350.33	4,902.73	95,915.23	4.86	373.10-
2012	53,092.36	20.93-	370.48-	108.47	2,493.49	50,228.39	4.73	370.48-
2011	42,945.43	19.49-	412.52-	194.99	1,895.14	40,637.77	4.46	412.52-
2010	31,959.18	15.30-	323.95-	38.38	1,119.91	30,515.32	3.54	323.95-
2009	24,312.56	13.02-	279.36-	74.03	698.53	23,334.67	2.91	279.36-
2008	16,464.37	11.75-	232.05-	88.24	847.73	15,384.59	5.22	232.05-
2007	14,085.38	82.04-	360.09-	34.82	311.90	13,413.39	2.27	290.45-
2006	14,110.67	26.69-	309.80-	19.49	199.53	13,601.34	1.45	245.87-
2005	15,177.01	27.63-	431.90-	22.57	289.24	14,455.87	1.96	332.81-
2004	13,825.54	28.36-	443.41-	0.29	239.84	13,142.29	1.79	341.68-
2003	13,662.30	29.86-	411.24-	0.31	103.13	13,147.93	.78	304.10-
2002	11,646.38	21.74-	368.32-	2.80	130.37	11,147.69	1.16	264.30-
2001	18,416.15	81.66-	537.97-	0.83	145.48	17,732.70	.81	400.72-
2000	14,731.58	80.66-	405.37-	0.84	69.27	14,256.94	.48	405.37-
1999	15,642.97	79.93-	407.32-	0.82	51.95	15,143.70	.60	407.32-
1998	14,167.01	75.65-	345.93-	7.26	55.20	13,768.88	.40	345.93-
1997	15,083.32	75.65-	354.73-	13.55	93.19	14,635.40	.63	354.73-
1996	143,046.26	1,355.82-	3,471.96-	162.27	834.02	138,740.28	.60	3,471.96-
****	4,890,017.58	3,500.90-	6,556.81	26,754.89	3,597,635.24	1,298,939.15		9,841.71-

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0101 BROOKS COUNTY RD AND BRIDGE

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
537,688,047	1,859,835	539,547,882	00.134620	714,923.80	13,203

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE COLL %	YTD UNCOLL
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2017	712,930.70	76.12-	1,993.10	3,652.06	657,247.61	57,676.19	91.93	0.00
2016	42,569.73	108.49-	1,408.10	660.18	6,873.82	37,104.01	15.63	42.82-
2015	27,267.22	3.13-	58.38-	322.43	2,613.86	24,594.98	9.61	32.77-
2014	20,308.86	3.65-	73.88-	184.22	1,476.36	18,758.62	7.30	52.20-
2013	18,232.47	3.92-	67.60-	62.49	885.33	17,279.54	4.87	67.60-
2012	8,262.92	3.25-	57.41-	16.83	387.13	7,818.38	4.72	57.41-
2011	6,693.92	3.02-	63.94-	30.39	296.27	6,333.71	4.47	63.94-
2010	5,077.74	2.42-	51.21-	6.06	177.94	4,848.59	3.54	51.21-
2009	4,110.29	2.21-	47.43-	12.57	178.62	3,944.24	2.92	47.43-
2008	2,794.93	2.00-	39.42-	14.98	143.99	2,611.52	5.23	39.42-
2007	2,429.76	14.15-	62.14-	6.03	53.83	2,313.79	2.27	50.12-
2006	2,062.07	4.52-	53.38-	3.36	34.45	1,974.24	1.72	42.35-
2005	2,601.72	4.52-	74.28-	3.90	49.92	2,477.52	1.98	57.18-
2004	2,203.32	4.52-	70.64-	0.05	38.23	2,094.45	1.79	54.43-
2003	2,574.89	5.63-	77.49-	0.06	19.44	2,477.96	1.78	57.30-
2002	2,195.12	4.10-	69.41-	0.53	24.58	2,101.13	1.16	49.81-
2001	5,268.68	14.35-	95.69-	0.15	25.88	5,147.11	.50	71.21-
2000	2,482.14	13.82-	68.63-	0.14	11.72	2,401.79	.49	68.63-
1999	2,400.31	15.07-	59.09-	0.16	18.19	2,323.03	.78	59.09-
1998	2,505.46	13.38-	61.19-	0.95	9.43	2,434.84	.39	61.19-
1997	2,354.42	11.81-	55.37-	0.97	13.42	2,285.63	.58	55.37-
1996	15,034.04	132.19-	363.83-	17.77	98.62	14,571.59	.67	363.83-
****	892,360.71	446.27-	1,830.79	4,996.28	670,618.64	223,572.86		1,445.37-

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0104 BROOKS COUNTY PW FC

CERT TAXABLE VALUE 535,325,978 ADJUSTMENTS 1,865,125 ADJ TAX VALUE 537,191,103 TAX RATE 00.085000 TAX LEVY 449,310.42 PAID ACCTS 13,223

CURRENT YEAR TAXES DUE MONTH ADJ ADJUSTMENT YTD LEVY PAID PAID YTD BALANCE COLL % YTD UNCOLL

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	448,048.94	44.03-	1,261.48	2,254.75	413,498.76	35,811.66	92.03	0.00
2016	27,461.28	74.49-	930.75	424.53	4,422.76	23,969.27	15.58	28.20-
2015	17,234.71	2.03-	35.74-	203.99	1,661.43	15,537.54	9.66	21.31-
2014	12,844.30	2.37-	45.32-	116.97	925.74	11,873.24	7.23	33.86-
2013	10,749.68	2.37-	40.83-	37.22	513.43	10,195.42	4.79	40.83-
2012	4,787.55	1.96-	34.64-	9.42	220.20	4,532.71	4.63	34.64-
2011	3,865.65	1.82-	38.60-	17.00	165.70	3,661.35	4.33	38.60-
2010	2,958.70	1.47-	31.13-	3.52	99.98	2,827.59	3.42	31.13-
2009	2,390.33	1.34-	28.74-	7.25	66.88	2,294.71	2.83	28.74-
2008	1,591.35	1.21-	23.87-	8.82	80.82	1,486.66	5.16	30.37-
2007	1,387.15	8.58-	36.37-	3.60	31.29	1,319.49	2.32	30.37-
2006	1,169.98	2.79-	31.18-	1.18	18.37	1,120.43	1.61	25.68-
2005	1,519.01	2.89-	43.57-	1.45	23.35	1,452.09	1.58	34.77-
2004	1,440.30	3.09-	46.67-	0.03	20.69	1,372.94	1.48	37.24-
2003	1,641.00	3.75-	49.67-	0.04	9.17	1,582.16	.58	38.22-
2002	1,396.09	2.74-	44.66-	0.34	12.96	1,338.47	.96	33.38-
2001	2,484.24	8.55-	69.53-	0.09	17.52	2,397.19	.73	53.13-
2000	1,660.43	7.29-	45.32-	0.08	8.12	1,606.99	.50	45.32-
1999	2,593.92	10.65-	68.18-	0.11	11.59	2,514.15	.46	68.18-
1998	1,417.56	6.05-	34.56-	0.55	5.58	1,377.42	.40	34.56-
1997	1,366.59	5.48-	32.19-	0.32	7.86	1,326.54	.59	32.19-
1996	12,744.64	117.81-	307.88-	12.14	80.62	12,356.14	.65	307.88-
****	562,753.40	312.76-	1,103.58	3,103.40	421,902.82	141,954.16		1,022.10-



IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS <sup>nd</sup> 22 DAY OF June 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Martinez SECONDED BY COMMISSIONER Olivarez AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:  
NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

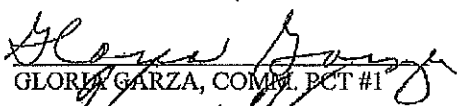
COMMISSIONERS' COURT MEETING June 22, 2018

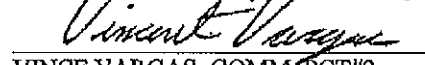
GENERAL FUND

(ADJUSTMENT)  
LINE ITEM TRANSFER


<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0555-9070 MISCELLANEOUS	\$ 300.00	\$ 125.00	- \$ 175.00
5-012-0555-5820 REPAIRS & MAINT. VEHICLES	\$ 250.00	\$ 425.00	+\$ 175.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

  
GLORIA GARZA, COMM. PCT #1

  
VINCE VARGAS, COMM. PCT#2

  
ARMANDO OLIVAREZ, COMM. PCT #3

  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

# 2222

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER  
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 22<sup>nd</sup> DAY OF June 2018, AT A COMMISSIONERS' COURT MEETING THE  
FOLLOWING MEMBERS BEING PRESENT:

IMELDA BARRERA	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF  
COMMISSIONER Olivarez SECONDED BY COMMISSIONER Vargas AND DULY  
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING June 22, 2018.

**GENERAL FUND**

(ADJUSTMENT)

LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0495-5400 PROFESSIONAL FEES-LEGAL	\$ 2,000.00	\$ 1,300.00	- \$ 700.00
5-012-0495-5830 RECORDS MANAGEMENT	\$ .00	\$ 700.00	+\$ 700.00
NET CHANGE TO BUDGET			.00

IMELDA BARRERA, COUNTY JUDGE

Gloria Garza  
GLORIA GARZA, COMM. PCT #1

Vince Vargas  
VINCE VARGAS, COMM. PCT #2

Armando Olivarez  
ARMANDO OLIVAREZ, COMM. PCT #3

Jose A. "Tony" Martinez  
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

**Resolution**

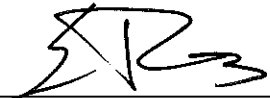
**WHEREAS**, The Brooks County Commissioner's Court finds it in the best interest of the citizens of Brooks County that the Local Border Star be operated for the 2018-2019; and

**WHEREAS**, Brooks County, agrees to provide no matching funds requirements for the said project as required by the Office of the Governor grant application; and

**WHEREAS**, Brooks County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brooks County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Brooks County Commissioner's Court designates The Honorable Brooks County Judge Imelda Barrera as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Brooks County Commissioner's Court approves submission of the grant application for the Local Border Star to the Office of the Governor.

Signed by:  \_\_\_\_\_

Passed and Approved this 22 (Day) of June (Month), 2018 (Year)

**Grant Number 3001904**

RESOLUTION

**WHEREAS**, The Brooks County Commissioner's Court finds it in the best interest of the citizens of Brooks County that the 2018 Justice Assistance Grant be operated for the 10-1-2018 to 09-30-2019; and

**WHEREAS**, Brooks County, agrees to provide no matching funds requirements for the said project as required by the Justice Assistance grant application; and

**WHEREAS**, Brooks County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brooks County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Brooks County Commissioner's Court designates The Honorable Brooks County Judge Imelda Barrera as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Brooks County Commissioner's Court approves submission of the grant application for the 2018 Justice Assistance Grant to the Office of the Governor.

Signed by:  \_\_\_\_\_

Passed and Approved this 22 (Day) of June (Month), 2018 (Year)

Grant Number: 3644401

RESOLUTION

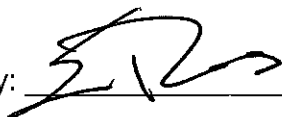
**WHEREAS**, The Brooks County Commissioner's Court finds it in the best interest of the citizens of Brooks County that the 2018 Justice Assistance Grant be operated for the 10-1-2018 to 09-30-2019; and

**WHEREAS**, Brooks County, agrees to provide no matching funds requirements for the said project as required by the Justice Assistance grant application; and

**WHEREAS**, Brooks County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brooks County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Brooks County Commissioner's Court designates The Honorable Brooks County Judge Imelda Barrera as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Brooks County Commissioner's Court approves submission of the grant application for the 2018 Justice Assistance Grant to the Office of the Governor.

Signed by:  \_\_\_\_\_

Passed and Approved this 22 (Day) of June (Month), 2018 (Year)

Grant Number: 3635001