



City of Presidio

REGULAR
CITY COUNCIL
MEETING

AUGUST 5, 2025



**City Council
Regular Council Meeting,
August 5, 2025**

Notice is hereby given that the City Council of the City of Presidio, Texas will hold a Regular City Council meeting, **at 6:00 p.m. on Tuesday, August 5, 2025 at the Presidio Activity Center, (PAC) 1200 East O'Reilly St, in the City of Presidio, Texas** for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act. (Section 551.043, Texas Government Code).

To join the video meeting,

<https://meet.google.com/rpu-ftcx-gfo>

Otherwise, to join by phone, dial +1 929-266-1668 and enter this PIN: 989 728 643#

1. Call meeting to order
2. Quorum Check
3. Pledge of Allegiance
4. Public Comments *(Comments are limited only to matters that are not included in any item that has been posted on the agenda. Speakers are limited to a maximum of five minutes per speaker. Before addressing the City Council each speaker will state their name and address clearly before making comments).*
5. Department Reports
6. Approve Prior Minutes for:
 - a. Regular City Council meeting July 15, 2025
 - b. Special-Called City Council meeting July 21, 2025
7. City of Presidio Business (New/Old)
 - a. Discussion / action to accept the Letter of Resignation from Lizzete Rohana from her Presidio Municipal Development District board seat and to call out for Letters of Interest to the vacant Presidio Municipal Development District board seat.
 - b. Discussion / action to approve Resolution 2025-08R Authorizing Representatives for Local Government Investment Cooperative.
 - c. Discussion / action to approve the Interlocal Cooperation Agreement for Tax Assessment and Collection between the City of Presidio and Presidio County Tax Assessor.
 - d. Discussion / action to approve the collection of old appliances to initiate the 2nd phase of Beautifying Presidio Project.
 - e. Discussion / action to approve promotion of City of Presidio projects utilizing social media, the city's website, etc.
 - f. Discussion / action on the TxCDBG Grant CDV25-0138 application Contract for Engineering Services.
 1. Project status.
 2. Other grant matters
 - g. Discussion / action on the TxCDBG Grant CDV23-0300 (Water and Drainage Improvements) Amendment to Project Scope.
 1. Project Status.

2. Other grant matters

h. Discussion / action on the TxCDBG Rural Economic Development (RED) Grant CRC23-0523 Project Status.

1. Other grant matters

i. Discussion / action on the TDEM TX 5161-4 (ARPA Funds) Project Status.

1. Other grant matters

8. Administrative Updates (NO ACTION)

a. City Administrator's Report

b. City Mayor's Report

c. City Council Report

9. Adjourn

I certify that the above notice of regular city council meeting was posted in the display case near the front entrance of City Hall on or before August 2, 2025 at 6:00 p.m. and at the display case near the door of the Presidio Activity Center located at 1200 E. O'Reilly St, Presidio, Texas on or before August 2, 2025 at 6:00 p.m. I further certify that this agenda was also posted in the City of Presidio website www.presidiotx.us – Council Meeting & Updates – Agenda & Meetings on or before August 2, 2025 at 6:00 p.m.



Brenda Lee Ornelas-Acuña
City Secretary

All items on the agenda are for discussion and or action by the Presidio City Council. The Presidio City Council Reserves the Right to Adjourn Into Executive Session at Any Time During the Course of this Meeting to Discuss Any of the Matters Listed Above, as Authorized by the Texas Government Code including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations About Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development) and 418.183 (Deliberations about Homeland Security Issues) Council will make a tape recording of the proceedings of a closed meeting to deliberate this information. This facility is wheelchair accessible and parking spaces are available. Request for accommodations must be made 48 hours prior to this meeting. Please contact City Hall at 432.229-3517, FAX 432.229-3505, or email bornelas@presidiotx.us for further information.

LINE ITEM 6

6. Approve Prior Minutes for:
 - a. Regular City Council meeting July 15, 2025
 - b. Special-Called City Council meeting July 21, 2025

Regular Meeting Minutes
July 15, 2025



Regular Council Meeting Minutes,
July 15, 2025

1. **Call meeting to order:** Mayor Ferguson called the Regular City Council meeting for July 15, 2025 at the Presidio Activity Center into order at 6:00 p.m.
2. **Quorum Check:** City Secretary checked for quorum.

Attendee Name	Title	Status	Arrived
John Ferguson	Mayor	Present	
Cristian Montoya	Mayor Pro Tem	Present	
Bianca Martinez-Bailon	Council member	Present	
Silverio Escontrias	Council member	Present	
Fernando Juarez	Council member	Present	
Juan R. Saenz	Council member	Present	
Pablo Rodriguez	City Administrator	Present	
Brenda Acuña	City Secretary	Present	
Glorissel Muñiz	Deputy City Secretary	Present	

3. **Pledge of Allegiance:** Councilman Juarez led pledge of allegiance.
4. **Recognize and Welcome Visitors – 5 minutes**

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comments with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

Mayor Ferguson welcomed public and City of Presidio staff to the regular meeting on July 15, 2025 at the Presidio Activity Center and opened floor for any visitor to address the City Council for five minutes. Mr. Jose Acosta commented on the property across from the 67 Convenience store that is for sale, rent, or lease for the city's consideration.

5. **Department Reports –** Councilmembers discussed various issues within the department reports.
6. **Approve Prior Minutes for:**

- a. **Regular Meeting June 17, 2025 (Correction from July)**

DISCUSSION:

ACTION: Councilman Montoya moved to approve prior City Council regular meeting minutes for June 17, 2025 as presented.

Councilman Escontrias seconded the motion.

Motion Carried 4-0 1 abstained

Councilwoman Martinez-Bailon Abstained

- b. **Special Called Meeting June 23, 2025**

DISCUSSION:

ACTION: Councilman Montoya moved to approve prior City Council special-called meeting minutes for June 23, 2025 as presented.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 5-0

7. New Business

- a. Discussion / action on a presentation by Robert Tijerina Financial Advisor regarding the procurement of funding for the City of Presidio capital outlay needs.**

DISCUSSION: Mr. Thomas Lastrapes made a presentation regarding the Certificate of Obligation for the City of Presidio and what it entails to obtain the certificate and next week there will be a complete detail on the payments and other information for the Certificate of Obligation. Mr. Dan Martinez also shared some background on the details for obtaining a certificate and the requirements under the law. Mr. Pablo Rodriguez informed the City Council of the list for the certificate. City Council would like to have a detailed listing at the special meeting of new verses used on the machinery for the city.

ACTION: Councilman Juarez moves to approve with a Special City Council meeting on Monday to discuss the next step for the Certificate of Obligation.

Councilman Escontrias seconded the motion.

Motion Carried Unanimously 5-0

- b. Discussion / action to Ms. Monica Dominguez declaring her support and the City Council approving Resolution 2025-06R supporting HAZMAT certification of the border crossings of Presidio, Texas and Ojinaga, Chihuahua.**

DISCUSSION: Mrs. Monica Dominguez reported once more the request to support the HAZMAT certifications for the border crossings of hazardous material at the Presidio Port of Entry and Ojinaga, Chihuahua Aduana. Mrs. Dominguez presented the Mondo Imports, LLC hazardous materials handling and community safety plan. Councilman Juarez had previously requested to have this item tabled at the last meeting. He had requested to reach out to emergency services personal. Councilman Juarez reached out to Fire Chief Pardo for his concerns. Fire Chiefs concerns were training and equipment. These concerns have been addressed sufficiently.

ACTION: Councilman Juarez moved to approve Resolution 2025-06R supporting HAZMAT certification of the border crossings of Presidio, Texas and Ojinaga, Chihuahua.

Councilman Saenz seconds the motion.

Motion Carried Unanimously 5-0

- c. Discussion / action on presentation for an Off Road Rally on October 18, 2025.**

DISCUSSION: Mr. Alejandro Armendariz presented an Off Road Rally for the weekend in October to coincide with the Santa Teresa de Jesus Church festival. He asked about the requirements to have ATVs and Razor Vehicles on city streets. Chief of Police Adan Covos stated that the law only requires that the ATVs and Razor Vehicles are street legal and does not require City Council action. Mr. Armendariz stating this event would have many visitors to the city and promoting more sales inside the city.

ACTION: No action

- d. Discussion / action to request and designate a place for anyone that wishes to donate items to the Texas communities of Tom Green County and Kerr County affected by the flooding, and have the City of Presidio Police Department or Fire Department to deliver the donations.**

DISCUSSION: Councilman Montoya requested to have donations to the areas in Texas affected by the floods. Mr. Pablo Rodriguez stated that Kerr County was looking for monetary help and that they have received more than enough donations of food, clothes, etc. Mr. Ramon Rodriguez, Big Bend Conservation Alliance, stated that he had been at the Kerrville sight volunteering and that the County Chairs provided a link for the community fund.

ACTION: No action

- e. **Discussion / action to approve and adopt the final reading of Ordinance 2025-7 City of Presidio Short-Term Rental.**

DISCUSSION: Mayor Ferguson stated that this is the final reading for this long awaited ordinance and all requirements are met.

ACTION: Councilman Escontrias moved to approve and adopt the final reading of Ordinance 2025-7 City of Presidio Short-Term Rental.

Councilman Juarez seconded the motion.

Motion Carried Unanimously 5-0

- f. **Discussion / action to review and accept the Slack Building bid from a submitted RFP.**

DISCUSSION: Mrs. Irma Juarez, Presidio Convention and Visitor's Bureau Treasurer, presented the bid for the Slack Building form Triple J in the amount of \$29,163 as it was the only bid received.

ACTION: Councilman Montoya moved to accept and award the Slack Building bid to Triple J, Isaias Gamboa. Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 5-0

- g. **Discussion / action to update on the Exceed Geothermal Energy project in partnership with the Presidio Municipal Development District.**

DISCUSSION: Mr. Tim Tarver, Exceed Geothermal Energy CEO and Nasikul Islam, Drilling Manager gave a presentation of the geothermal energy project to the City Council. Mr. Islam stated that the vision is to produce clean smart energy. This project is in partnership with the Presidio Municipal Development District.

ACTION: No action

- h. **Discussion / Action on amending Ordinance 2022-5 to adding fees for recreational use of the Presidio Activity Center gym.**

DISCUSSION: Mayor Ferguson discussed the adding of fees for recreational use of the PAC gym. Mayor Ferguson stated there are many organizations wanting to use the gym City Council recommended having Mr. Elvis Medina, Recreational Direct, to organize and prioritize the schedule for the PAC gym use accordingly to make sure every one has the opportunity to have their time slotted correctly.

ACTION: No action

- i. **Discussion / Action to approve the Interlocal Agreement for Dispatch Services between the City of Presidio and Presidio County Sheriff's Office Dispatch Center in the amount of \$1500 per month.**

DISCUSSION: Mayor Ferguson stated this agreement is a yearly occurrence.

ACTION: Councilman Juarez moved to approve the Interlocal Agreement for Dispatch Services between the City of Presidio and Presidio County Sheriff's Office Dispatch Center in the amount of \$1500 per month.

Councilman Montoya seconded the motion.

Motion Carried Unanimously 5-0

j. Discussion / Action on the TxCDBG Grant CDV25-0138 application Contract for Engineering Services.

- 1. Project status.**
- 2. Other grant matters**

DISCUSSION: Pablo, Cesar, and Becky met with Wilson and Company to finalize the contract and define the scope of work required for the project. Another meeting is scheduled for next week. Wilson and Company will have the basic plan for the project to submit to TDA prior to the August 1 deadline. Once TDA approves the basic plan, the final application will be completed by the October 1 deadline.

ACTION: No action.

k. Discussion / action on the TxCDBG Grant CDV23-0300 (Water and Drainage Improvements) Amendment to Project Scope.

- 1. Project Status.**
- 2. Other grant matters**

DISCUSSION: The project will require an amendment to remove the drainage portion of the project from the scope of work. We are coordinating with TDA on this process. Once everything is in order, we will have the council approve the amendment. I am waiting on the signed contract from Skinner in order to set up the preconstruction conference. I am also waiting on the Build America-Buy America forms that Ramon is supposed to get from the contractor as well as some other information that has to be uploaded to TDA.

The temporary project signage has been erected.

ACTION: No action.

l. Discussion / action on the TxCDBG Rural Economic Development (RED) Grant CRC23-0523 Project Status.

- 1. Other grant matters**

DISCUSSION: We are still waiting on the contract from TDA. In the meantime, the Financial Management Services report has been submitted. I have also started on the environmental review process.

ACTION: No action.

m. Discussion / action on the TDEM TX 5161-4 (ARPA Funds) Project Status.

- 1. Other grant matters**

DISCUSSION: No change. We are still waiting on the delivery of the materials that were ordered, and for the contractor to provide the bonds. Someone from the City should check on the expected delivery date for the materials just to make sure we stay on schedule.

ACTION: No action.

8. Administrative Updates (NO ACTION)

- a. City Administrator Report** – City Administrator reported on a meeting with Wilson & Company on the closing of the city's landfill and opening the new one. The closing of the landfill will consist of 2 ½ to 3 years and to open the new one will take 5-6 years to open. Finance Director is working on the preliminary budget for the city. The city is collecting old tires from business and making sure, they will comply with the disposal of tires going forward.
- b. City Mayor Report** – Mayor Ferguson reported on the annual meeting for the Rio Grande Council of Governments to be held on September 26 and will not be available to attend. Mayor Ferguson requested that someone from the City to attend. Thanked the City Council for their participation.
- c. City Council Report** – Councilman Montoya reported on the 4th of July event and it was a great event. Mrs. Irma Juarez commented on the Viva Big Bend event to be celebrated on the last Friday of the month.

9. Adjourn

DISCUSSION: There being no further business for the City Council Mayor Ferguson adjourned the regular City of Presidio meeting for July 15, 2025 at 9:36 p.m.

ACTION: Councilman Montoya moved to adjourn the regular City of Presidio meeting for July 15, 2025 at 9:36 p.m.

Councilman Escontrias seconded the motion.

Motion Carried Unanimously 5-0

CITY OF PRESIDIO, TEXAS

John Ferguson
City of Presidio Mayor

ATTEST:

Brenda Lee Acuña
City Secretary

Special-Called Meeting Minutes
July 21, 2025



**Special-Called Council Meeting Minutes,
July 21, 2025**

1. **Call meeting to order:** Mayor Ferguson called the Special-Called City Council meeting for July 21, 2025 at the Presidio Activity Center into order at 6:05 p.m.
2. **Quorum Check:** City Secretary checked for quorum.

Attendee Name	Title	Status	Arrived
John Ferguson	Mayor	Present	
Cristian Montoya	Mayor Pro-Tem	Present	
Bianca Martinez-Bailon	Councilwoman	Present	
Silverio Escontrias	Councilman	Present	
Fernando Juarez	Councilman	Present	
Juan R. Saenz	Councilman	Present	
Pablo Rodriguez	City Administrator	Present	
Brenda Acuña	City Secretary	Present	
Glorissel Muñoz	Deputy City Secretary	Present	

3. **Pledge of Allegiance:** Councilman Juarez led pledge of allegiance.
4. **Recognize and Welcome Visitors – 5 minutes**

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comments with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

Mayor Ferguson welcomed public and City of Presidio staff to the special-called meeting on July 21, 2025 at the Presidio Activity Center and opened floor for any visitor to address the City Council for five minutes. No comment.

5. **New Business**

- a. **Discussion / Presentation of a Plan of Finance for the City of Presidio.**

DISCUSSION: Mr. Thomas Lastrapes presented the Plan of Finance to the City Council with the revised project list. This list contains the cost of new and used equipment. The proposed land purchases costs do not change on the certificate. The plan indicates a 15-year plan or a 10-year plan. The 15-year repayment of new equipment has been allocated with a 7-year pay off for the new and used equipment. The certificate is a 1.9 million and may not be exceed.

- b. **Discussion / action to approve a Resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation.**

DISCUSSION: Mr. Thomas Lastrapes stated the Notice of Intent to issue of the certificate will not exceed 1.9 million. The City Council is not obligated to spend the whole amount on the projects and may adjust to better accommodate the city's budget.

ACTION: Councilman Escontrias moved to approve Resolution authorizing the publication of Notice of Intention to Issue Certificates of Obligation.
Councilwoman Martinez-Bailon seconded the motion.
Motion Carried Unanimously 5-0

6. Administrative Updates (NO ACTION)

- a. **City Administrator's Report** – Mr. Rodriguez had no report at this time.
- b. **City Mayor's Report** – Mayor Ferguson reported on the tire pick up for the city.
- c. **City Council Report** – Councilman Escontrias reported on the petition for the Presidio County Certificate of Obligation was submitted on Friday. The petition had around 400 signature to have the Certificate as a bond on the election ballot.

7. Adjourn

DISCUSSION: There being no further business for the City Council Mayor Ferguson adjourned the special-called City of Presidio meeting for July 21, 2025 at 7:08 p.m.

ACTION: Councilman Montoya moved to adjourn the special-called City of Presidio meeting for July 21, 2025 at 7:08 p.m.

Councilman Escontrias seconded the motion.

Motion Carried Unanimously 5-0

CITY OF PRESIDIO, TEXAS

John Ferguson
City of Presidio Mayor

ATTEST:

Brenda Lee Acuña
City Secretary

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- a. Discussion / action to accept the Letter of Resignation from Lizzete Rohana from her Presidio Municipal Development District board seat and to call out for Letters of Interest to the vacant Presidio Municipal Development District board seat.

Lizette Rohana L.

1009 Ralf England Ave

432 229 2525

kalrohana@gmail.com

07/17/2025

Dear PMDD and City of Presidio Council Board members,

Please accept this letter as a formal notification that I am resigning from my position as PMDD Board Treasurer on the Board of Directors for the Presidio Economic Development District effective Wednesday July 31,2025. I have greatly valued my time serving on the board and appreciate the opportunity to have worked alongside such dedicated individuals.

Thank you for the opportunity to contribute to the Presidio Economic Development District and the community of Presidio.

Sincerely,

Lizette Rohana L.

A handwritten signature in blue ink that reads "Lizette Rohana". The signature is written in a cursive, flowing style.

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- b. Discussion / action to approve Resolution 2025-08R Authorizing Representatives for Local Government Investment Cooperative.

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL
GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, The City of Presidio (the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution 2025-08R (the "Resolution") has entered into that certain Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative (LOGIC);

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

Signature: _____
Printed Name: John Ferguson
Title: Mayor

Signature: _____
Printed Name: Pablo Rodriguez
Title: City Administrator

The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials, or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this 5th day of August 2025.

By: _____
Printed Name: John Ferguson
Title: Mayor

ATTEST:

By: _____
Printed Name: Brenda Ornelas-Acuna
Title: City Secretary



LOGIC ENROLLMENT STEPS

In order for a governmental entity to enroll in LOGIC, the following procedures should be performed.

1. Submit the *Resolution* in the form entitled ***Application for Participation in LOGIC*** to the entity's governing body for approval.
2. Complete and sign the ***Application for Participation in LOGIC***. The Resolution in the form of the application should be signed by Board President, County Judge, or City Mayor and attested by Board Secretary, County Clerk, or City Secretary. The entity seal should be included in the space provided. A notary seal is unacceptable.
3. Complete a ***Bank Instruction Form*** for each account to be opened.
4. Send all completed documentation with original signatures and ***an approved investment policy of the enrolling entity*** to our email or fax number below:

Email: logic@hilltopsecurities.com

Fax: 214.953.8878

5. Enrollment documentation will ordinarily be processed within five (5) business days of receipt.

SAMPLE AGENDA LANGUAGE

Short versions:

(1) Approval of LOGIC Investment Pool as an Authorized Investment

(2) Approval of Application for Participation in the Local Government Investment Cooperative (LOGIC)

Long versions:

(1) Recommendation to Approve an Application for Participation in the Local Government Investment Cooperative (LOGIC) Trust.

Included in the agenda exhibit is information pertaining to the application. It is recommended that the Board approve the application as submitted.

(2) Recommendation to Approve an Application for Participation in the Local Government Investment Cooperative (LOGIC) Trust.

Included in the agenda exhibit is information pertaining to the application. It is recommended that the Board approve the application as submitted to provide the district with an additional investment option emphasizing safety and liquidity.



APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on _____, 20__:

WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

SECTION 3. Terms used in this resolution have the meanings given to them by the application.

2. **Agreement.** Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.
3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is 74-2230461
4. **Contact Information.**
Applicant primary mailing address: P.O. Box 1899
Applicant physical address (if different): 507 W. Oreilly Street
Applicant main phone number: (432)229-3517
Applicant main fax number: (432)229-3505
5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: John Ferguson Title: Mayor
Signature: [Signature] Phone: (432)229-3517
Email: jferguson@presidiotx.us

2. Name: Pablo Rodriguez Title: City Administrator
Signature: [Signature] Phone: (432)229-3517
Email: prodriguez@presidiotx.us

3. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

4. Name: _____ Title: _____
Signature: _____ Phone: _____
Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: John Ferguson

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Brenda Ornelas-Acuna Title: City Secretary
Signature: _____ Phone: (432)229-3517
Email: bornelas@presidiotx.us

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

DATED 7/29/2025

City of Presidio
(NAME OF ENTITY/APPLICANT)

SIGNED BY:

[Signature]
(Signature of official)
John Ferguson, Mayor
(Printed name and title)

ATTESTED BY:

(Signature of official)
Brenda Ornelas- Acuna, City Secretary
(Printed name and title)

FOR INTERNAL USE ONLY HTSLGIP072820250948
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

.....
AUTHORIZED SIGNER

DATE

V082023



BANK INSTRUCTION FORM

PLEASE NOTE THAT A LOGIC REPRESENTATIVE WILL CALL TO VERIFY INSTRUCTIONS AND USER ID WITH BOTH AUTHORIZED REPRESENTATIVES WHO SIGNED THIS FORM.

PLEASE SELECT ONE OF THE FOLLOWING:

- ☒ **NEW ACCOUNT:** NAME Police Reserve
- ☐ **CHANGE EXISTING ACCT:** _____
- ☐ **APPLY CHANGE TO ALL ACCOUNTS**

EFFECTIVE DATE: 7/29/2025

PARTICIPANT NAME: City of Presidio

ACCOUNT NUMBER: _____

Add Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE ☐ PRIMARY BANK INSTRUCTION OR ☒ ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING ☒ WIRE AND ACH ☐ WIRE ONLY ☐ ACH ONLY

Bank Name: Big Bend Banks City Presidio

Bank ABA Number (9 digits): 112304733 Bank ABA for ACH (if different) (9 digits): _____

Bank Account Number: 010270 Bank Account Name: City of Presidio Des. Res.

Correspondent Bank Name (if any): _____

Correspondent Bank ABA Number: _____ Account Number: _____

Delete Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE ☐ PRIMARY BANK INSTRUCTION OR ☐ ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING ☐ WIRE AND ACH ☐ WIRE ONLY ☐ ACH ONLY

Bank Name: _____ City _____

Bank ABA Number (9 digits): _____ Bank ABA for ACH (if different) (9 digits): _____

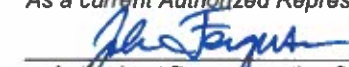
Bank Account Number: _____ Bank Account Name: _____


Correspondent Bank Name (if any): _____

Correspondent Bank ABA Number: _____ Account Number: _____

** If ACH availability is selected, I hereby authorize JPMorgan Chase Bank, N.A. to directly deposit and withdraw funds by means of ACH electronic transfer to and from the financial institution and the account designated above ("Designated Account"). I agree that this authorization may be withdrawn with at least 45-days advance written notice to LOGIC Participant Services. I understand that the LOGIC reserves the right to discontinue ACH electronic transfer without advance notice. I also authorize JPMorgan Chase Bank, N.A. to deduct from the Designated Account or from subsequent deposits made to the Designated Account all amounts deposited in error. I authorize JPMorgan Chase Bank, N.A. to credit all amounts withdrawn in error to Designated Account.*

NOTE: This authorization must be executed by two current Authorized Representatives of the Participant on file with LOGIC.
As a current Authorized Representative, I certify that the above information is both true and correct.


Authorized Representative Signature


Authorized Representative Signature

John Ferguson
Printed Name

Pablo Rodriguez
Printed Name

Mayor
Title

City Administratorq
Title

7/29/2025
Date

7/29/2025
Date

Please complete this form either all typed or all handwritten. Forms with alterations (i.e. white out, mark out, etc.) will NOT be accepted.

LOGIC Participant Services

Email forms to: logic@hilltopsecurities.com

Phone: 800.895.6442 * Fax: 214.953.8878

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- c. Discussion / action to approve the Interlocal Cooperation Agreement for Tax Assessment and Collection between the City of Presidio and Presidio County Tax Assessor.



INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Interlocal Cooperation Agreement for Tax Assessment and Collection (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between **PRESIDIO COUNTY, TEXAS** (the "County"), 300 N. Highland Ave., P.O. Box 1055, Marfa, Texas 79843, acting by and through its governing body, Presidio County Commissioners Court; and **CITY OF PRESIDIO, TEXAS** ("City of Presidio"), 507 W. O'Reilly Street, P.O. Box 1899, Presidio, Texas 79845, acting by and through its City Council; and is made effective on **October 1, 2025** ("Effective Date").

RECITALS

WHEREAS, City of Presidio has the authority to authorize County to act as tax assessor/collector for City of Presidio, and County has the authority to so act;

WHEREAS, the Presidio County Tax Assessor/Collector has approved this Agreement; and

WHEREAS, City of Presidio and County believe it is in the best interests of the citizens of Presidio County to enter into this Agreement.

NOW THEREFORE, County and City of Presidio for the mutual consideration hereinafter stated, agree as follows:

I. PURPOSE

The purpose of this agreement is to designate and allow the Presidio County Tax Assessor/Collector as the tax assessor/collector for City of Presidio for the collection of ad valorem taxes, including penalties, interest, and attorney's fees for the collection of taxes owed City of Presidio in Presidio County.

II. TERM

1. **TERM.** This Agreement is effective for a period of two fiscal years, commencing on October 1, 2025, and ending on the close of business on September 30, 2027.

2. **TERMINATION.** Either Party may terminate this agreement at any time by providing written notice to the other Party no later than 90 days prior to the end of a fiscal year (which ends on September 30 of each year). In the event of termination of this Agreement by City of Presidio, City of Presidio shall assume all contractual obligations entered into with County for services rendered to City of Presidio for the duration of the

term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this Agreement.

III. COVENANTS, DUTIES, AND OBLIGATIONS

1. TAX ASSESSMENT/COLLECTION. For the purposes and consideration herein stated and contemplated, the County shall provide tax collection services for City of Presidio for tax accounts within the jurisdiction of City of Presidio, limited to Presidio County. City of Presidio hereby designates the Presidio County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax Code, as amended, for Presidio County accounts. Accordingly, City of Presidio hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for City of Presidio, including but not limited to:

- A. The calculation of taxes, preparation of current and delinquent tax rolls, proration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code;
- B. The assessment and collection of ad valorem property taxes owing to the City of Presidio. The term "assess" does not include those functions defined as "appraisal" by the Property Tax Code;
- C. The preparation of a consolidated tax statement for both the County and City of Presidio taxes;
- D. The preparation and mailing of tax statements;
- E. The preparation and mailing of notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code;
- F. The performance of any additional, reasonable services requested by City of Presidio, if accepted by the County. All additional services shall be billed to City of Presidio by County at actual costs.

2. TAX RATE. City of Presidio shall adopt a tax rate by October 1 of each year. In the event the tax rate is adopted after October 1 of any year, City of Presidio shall reimburse the County for any additional costs incurred, in accordance with Article IV of this Agreement.

3. NEWSPAPER NOTICES.

- A. The County is responsible for and will cause to be published in a newspaper of general circulation in Presidio County, Texas, the following notices:
 - i. Calculation of Tax Rate; and
 - ii. Notices of Delinquent Taxes.
- B. City of Presidio is responsible for and will cause to be published in a newspaper of general circulation in Presidio County, Texas notices of public hearings, as required by Section 6.06 of the Property Tax Code, and Article 8, Section 21 of the Texas Constitution.

4. **REPORTS.** The County will prepare the following reports, upon request, to City of Presidio:

- A. State Property Tax Board (SPTB) Valuation report;
- B. Remittance report with each remittance to City of Presidio showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.; and
- C. Monthly Report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy.

5. **DEPOSITS OF TAX PAYMENTS.** The taxes collected by County for City of Presidio shall be remitted as follows:

- A. a credit/debit memo within same depository bank;
- B. by ACH;
- C. by wire to City of Presidio's designated depository or agent; or
- D. by check mailed to City of Presidio.

6. **TAX CERTIFICATES.** The County is responsible for issuing Tax Certificates on behalf of City of Presidio. All fees collected by County for preparation of Tax Certificates belong to, and shall be retained by, County.

7. **TAX REFUNDS AND RETURNED CHECKS.** Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to City of Presidio. The County is responsible for determining when refunds are due to City of Presidio taxpayers, and the amount of such refunds.

8. **PENALTY AND INTEREST.** In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, City of Presidio consents to the waiver of the penalty and/or interest on the same parcel(s) and hereby authorizes County to waive such penalty and/or interest on behalf of City of Presidio.

9. **DELINQUENT TAXES AND TAX SUITS.**

- A. The County is not legally responsible to City of Presidio for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- B. With the prior advance and consent of City of Presidio, County may, on City of Presidio's behalf, institute suits for the collection of delinquent City of Presidio taxes as it deems necessary, and to contract with attorney(s) for the collection of City of Presidio taxes. City of Presidio must pay directly to said attorney(s), all legal fees and court costs attributable to the collection of delinquent City of Presidio taxes. City of Presidio reserves the right to institute such suits for the collection of delinquent taxes as City of Presidio deems necessary and to contract with an attorney for collection of delinquent taxes.

IV.
PAYMENT FOR ASSESSMENT/COLLECTION SERVICES

A. In exchange for the County's tax assessor-collector services under this Agreement, City of Presidio will pay to the County a total amount of \$24,929.87 per fiscal year, of which is separated into quarterly payments as follows:

1. FIRST QUARTER: \$6,232.46 due on or before October 1st;
2. SECOND QUARTER: \$6,232.46 due on or before January 1st;
3. THIRD QUARTER: \$6,232.46 due on or before April 1st; and
4. FOURTH QUARTER: \$6,232.46 due on or before July 1st.

B. If the U.S. First Class Postage rate increases during the term on this Agreement, or a computerized merger of the files of County and PCUWCD is required; then, PCUWCD shall pay to County its prorated portion of such postal increase or costs of such computerization.

V.
MISCELLANEOUS

A. CITY OF PRESIDIO RECORDS. City of Presidio shall promptly transfer to the possession and control of the County, at the sole cost, risk, and expense of City of Presidio, copies of all records necessary for the performance of the duties and responsibilities of this Agreement, including, but not limited to, all tax records, including delinquent tax rolls and accounts. If City of Presidio terminates this Agreement, or, if at the end of the Term, City of Presidio declines to renew this Agreement or enter into a new agreement with the County for tax assessment and collection services, then City of Presidio must move all of its records, equipment, and other appurtenances to the services of this Agreement out of the Office of the Presidio County Tax Assessor-Collector within 30 days at its sole cost, risk, and expense.

B. COUNTY RECORDS. All expenses incurred by the County for the assessment and collection of taxes on behalf of City of Presidio shall be clearly kept on the books and records of the Office of the Presidio County Tax Assessor-Collector. All such books and records will be kept in the office of the Presidio County Tax Assessor-Collector in the Presidio County Courthouse. City of Presidio, or its authorized representative, may examine such records at reasonable times, during business hours of the Office of the Presidio County Tax Assessor-Collector. City of Presidio may request copies of the books and records of Presidio County Tax Assessor-Collector at the sole expense of City of Presidio.

C. REFUND. Each Party agrees that it is obligated to promptly refund all amounts inadvertently credited to the other Party.

D. COUNTY AUDIT. Upon request, the County will provide City of Presidio a copy of the County's annual audit. Should City of Presidio request or require any additional audit of the County or the Office of the Presidio County Tax Assessor-Collector, then such audit shall be done at the sole cost and expense of City of Presidio.

E. SURETY BONDS. The County agrees to obtain Surety Bonds, at the sole cost and expense of the County, as follows:

1. Presidio County Tax Assessor-Collector: \$75,000.00
2. Presidio County Deputy Tax Collector: \$5,000.00

F. LIABILITY. Each Party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by the other Party, regardless of where the individual's actions occurred. Each Party is solely responsible for the actions and/or omissions of its employees and officers.

G. CHOICE OF LAW AND VENUE. This Agreement shall be construed and enforced exclusively pursuant to the laws of the State of Texas applicable to contracts to be performed wholly within the State. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Presidio County, Texas. The Parties agree they will not contest the choice of law and venue provisions in this Paragraph.

H. SEVERABILITY. Should a court of competent jurisdiction find or hold that any portion or portions of this Agreement are invalid or unenforceable, then the portion or portions of this Agreement so held to be invalid or unenforceable shall be deemed deleted from this Agreement with the remainder of the Agreement being held in full force and effect. In this respect, this Agreement shall be fully severable.

I. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties; and each party agrees that all prior agreements, whether written or oral, are incorporated into this Agreement. This Agreement may be amended only in writing with the prior approval of the governing bodies of both parties.

J. ASSIGNMENT. This Agreement may not be assigned by either Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
{SIGNATORIES ON NEXT.}

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

This Interlocal Cooperation Agreement for Tax Assessment and Collection by and between Presidio County, Texas and City of Presidio, Texas, made effective on October 1, 2025, was APPROVED by the Presidio County Commissioners Court at the Regular Meeting on AUGUST 13, 2025.

COUNTY OF PRESIDIO, TEXAS

By: _____
JOSE PORTILLO, JR., County Judge

ATTESTED:

CAROLINA CATAÑO, Presidio County Clerk

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
{FINAL SIGNATORY ON NEXT.}

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

This Interlocal Cooperation Agreement for Tax Assessment and Collection by and between Presidio County, Texas and the City of Presidio, Texas, made effective on October 1, 2025, was **APPROVED** by Presidio City Council at the Regular Meeting on **AUGUST 5, 2025**.

CITY OF PRESIDIO, TEXAS

By: _____
JOHN FERGUSON, Mayor

CONTRACT FOR TAX ASSESSMENT/COLLECTION SERVICES

DATE: Effective October 1, 2023

PARTIES: **City of Presidio** (hereinafter referred to as "*City*")

The County of Presidio, Texas (hereinafter referred to as "*County*")

For and in consideration of the mutual covenants, benefits, and detriments hereinafter stated, *County* and *City*, each property acting by and through their respective governing bodies, agree as follows:

I. PURPOSES AND OBJECTIVES

The parties to this Contract wish to provide for the efficient assessment and collection of property taxes in a manner that will eliminate duplication of existing systems and office; and to promote governmental efficiency.

The parties enter this Contract pursuant to the authority granted by Article 4413 (32c), Vernon Texas Civil Statutes (as amended).

II. TERM

This Contract shall be effective for a period of Two (2) year from October 1, 2023, through the close of business on September 30, 2025.

III. GENERAL DUTIES AND RESPONSIBILITIES OF COUNTY

County shall perform duties, as required by law, for the assessing and collecting of ad valorem property taxes owing, in accordance with law, to *City*. For the purposes of this Contract, the term "collection" shall include the following (but only as required or permitted by law): Calculation of tax, preparation of current and delinquent tax rolls, proration of taxes, collection of delinquent taxes, determination of refunds.

**IV.
DIVISION OF SPECIFIC FUNCTIONS BETWEEN
COUNTY AND CITY**

County and *City* agrees that the following specific functions will be performed by the entity as set out below:

A. REPORTS

County shall be responsible for the preparing and providing *City*, in a timely fashion, with the following:

1. SPTB Valuation report
2. Monthly Collection Report

B. TAX NOTICES

County shall be responsible for preparing and mailing for *City*, on a timely basis, the following:

1. All original Property Tax Statements.
2. All notices of Delinquent Taxes.

C. NEWSPAPER NOTICES

1. *County* shall be responsible for causing to be published, in a timely fashion, in a newspaper of general circulation in Presidio County, Texas, the following notices:

- a. Calculation of Tax Rate
- b. Notices of Delinquent Date

2. *City* shall be responsible for, and shall cause to be published in a timely fashion in a newspaper of general circulation in Presidio County, Texas all notices of hearing "to raise taxes", as required by Section 6.06 Property Tax Code, Vernon's Annotated Texas Civil Statutes, and Article VIII Section 21, Texas Constitution.

D. DEPOSITS OF TAX PAYMENTS

County shall be responsible for promptly depositing all collections made by *County* on

behalf of *the City* pursuant to the terms of this Contract; and as follows:

1. Each deposit made by *County* shall indicate which collections are current collections and which are delinquent collections.
2. *County* shall provide *the City* with a monthly recapitulation report of all deposits for the month of the report, including total current and delinquent collections.
3. In the event that any check deposited by *County* on behalf of the *City* is returned prior to payment, *County* will make reasonable efforts to collect such payment. *County* shall notify *the City* when it collects any such payments, and shall promptly deposit same on behalf of *the City*. In the event that the *County* is unable to make collection of any check so returned within 90 days, then *County* shall place a tax liability for which the check was tendered back on the tax roll, along with all costs of the attempted collection including the penalty and interest required or allowed by law.

E. TAX CERTIFICATES

County will be responsible for issuing Tax Certificates on behalf of *the City*. All fees collected by *County* for preparation of Tax Certificates shall belong to, and shall be retained by, *County*.

F. REFUNDS

County shall determine when refunds are due to *City* taxpayers. Should *County* determine a refund is necessary on any Taxpayer's account, and then *County* shall promptly report the same to the Financial Advisor for *City*. *The City* shall be responsible for actually making all such refunds after having been informed of the amount of the refund, and the taxpayers entitled thereto, by *County*.

G. DELINQUENT

With the prior advice and consent of the *City*, *County* shall have the right to institute all suits for the collection of *the City* delinquent taxes as it deems necessary and to contract with an attorney(s) for the collection of *the City* taxes. *The City* shall pay directly to the attorney(s) hired, all legal fees and court costs attributable to the collection of *the City* delinquent taxes.

**V.
PAYMENT**

The City shall pay to *County* all costs of performing the services as set out in this Contract.

1. *The City* shall pay *County*, on a quarterly basis, Five Thousand Seven Hundred
2. Ninety-Seven and .65/100ths (\$5,797.65) Dollars per quarter for the first three quarters, and Five Thousand Seven Hundred Ninety-Seven and .63/100ths (\$5,797.63) Dollars for the final quarter, such quarterly payments being due on or before the following dates:

FIRST PAYMENT:	October 1, 2023/2024
SECOND PAYMENT:	January 1, 2024/2025
THIRD PAYMENT:	April 1, 2024,2025
FOURTH PAYMENT:	July 1, 2024/2025

For a total of payments under this Contract of Twenty-Three Thousand One Hundred Ninety and .58/100ths (\$23,190.58) year term of this Contract

2. In the event that an increase of U.S. First Class Postage rate goes into effect during the term on this Contract or a computerized merger of the files of *County* and *The City* is required; then, *The City* shall pay to *County* its prorated portion of such postal increase and/or costs of such computerization.

MISCELLANEOUS

A. *The City* shall promptly transfer to the possession and control of *County*, at the sole cost, risk, and expense of *the City*, copies of all records necessary for the performance of the duties and responsibilities owing *County* of this Contract. Those records shall include all tax records, including delinquent tax rolls and accounts. *The City* agrees to fully cooperate with *County* in the performance of the objectives, purposes and duties of this Contract; and, in this respect, the objectives, purposes, duties, and responsibilities of *County* and *the City* hereunder shall be deemed

to be a mutual undertaking.

B. All expenses incurred by *County* for the assessment and collection of taxes on behalf of *The City* shall be clearly kept on the books and records of the Presidio County Tax Assessor-Collector kept for that purpose. *The City*, or its authorized representative, is authorized to examine all such records at all reasonable times, during business hours of *County*. All such books and records will be kept in the office of the Presidio County Tax Assessor-Collector in the Presidio County Courthouse. Should *the City* require copies of any of the books and records of Presidio County Tax Assessor-Collector, then such copies shall be made at the sole expense of *the City*.

C. *The City* shall be provided with a copy of the *County's* yearly audit. Should *the City* request or require any additional audit of the office of the Presidio County Tax Assessor-Collector, then such audit shall be done at the sole cost and expense of the *City*.

D. In the event that this Contract is terminated by *the City* prior to the expiration of the term of this Contract; or, if *the City* declines to renew this Contract; then, in either event, *the City* shall solely bear all costs, risks, and expenses attendant to the copying and transferring of *the City* records and equipment out of the office of the Presidio County Tax Assessor-Collector. In the events mentioned above, *the City* shall move all of its records and equipment, and other appurtenances out of the office of the Presidio County Tax Assessor-Collector within 30 days of Contract termination.

E. Neither *County* nor the Presidio County Tax Assessor-Collector, nor its agents, representatives, or employees shall ever be liable to *the City* on account of any action or non-action unless such action or non-action is also the clear violation of an obligation imposed by law and results in a failure to collect taxes which are collectible by law. To this extent, *the City* completely releases *County*, Presidio County Tax Assessor-Collector, and its agents, representatives and employees.

F. *County* agrees to obtain Surety Bonds, at the sole cost and expense of *the City*, as follows:

- | | | |
|----|--------------------------------|-------------|
| 1. | County Tax Assessor-Collector: | \$75,000.00 |
| 2. | Deputy Tax Collector | \$ 5,000.00 |

G. *County* and *City* agree that each party is obligated to promptly refund all amounts inadvertently credited to the wrong party.

H. This Contract is subject to all applicable provisions of law. Should any portion or

portions of this Contract be later held by Court of competent jurisdiction to be invalid or unenforceable, then the portion or portions of this Contract so held to be invalid or unenforceable shall be deemed deleted from this Contract with the remainder of the Contract being held in full force and effect. In this respect, this Contract shall be fully severable.

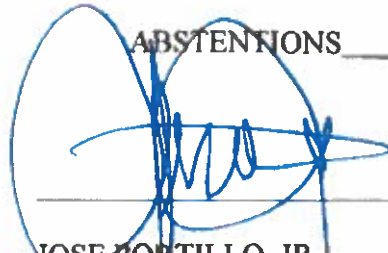
I. This Contract constitutes the entire agreement between the parties; and each party agrees that all prior agreements, whether written or oral, are incorporated into this Contract. This Contract may be amended only in writing; and then, only with the prior approval of the governing bodies of both parties.

This Contract is approved and accepted at the regular session of the Presidio County Commissioners Court, held in the Presidio County Courthouse, on the 12th day of May, 2023, by a vote of the members of the Commissioners Court as follows:

YEAS _____

NAYS 0

ABSTENTIONS _____



JOSE PORTILLO, JR.
PRESIDIO COUNTY JUDGE

ATTEST:


FLORCITA ZUBIA
PRESIDIO COUNTY CLERK



APPROVED:


NATALIA G. WILLIAMS, PRESIDIO
COUNTY TAX ASSESSOR-COLLECTOR

This Contract approved and accepted by the governing body of the City of Presidio, at a City Council meeting in the Presidio Activity Center, on the 1st day of August, 2023.



JOHN FERGUSON
CITY OF PRESIDIO, MAYOR



ATTEST:



PABLO RODRIGUEZ,
CITY OF PRESIDIO ADMINISTRATOR

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- d. Discussion / action to approve the collection of old appliances to initiate the 2nd phase of Beautifying Presidio Project.

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- e. Discussion / action to approve promotion of City of Presidio projects utilizing social media, the city's website, etc.

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- f. Discussion / action on the TxCDBG Grant CDV25-0138 application Contract for Engineering Services.
 - 1. Project status.
 - 2. Other grant matters

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- g. Discussion / action on the TxCDBG Grant CDV23-0300 (Water and Drainage Improvements) Amendment to Project Scope.
 - 1. Project Status.
 - 2. Other grant matters

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- h. Discussion / action on the TxCDBG Rural Economic Development (RED) Grant
CRC23-0523 Project Status.
 - 1. Other grant matters

LINE ITEM 7

CITY OF PRESIDIO BUSINESS (NEW/OLD)

- i. Discussion / action on the TDEM TX 5161-4 (ARPA Funds) Project Status.
 - 1. Other grant matters