

# PRESIDIO COUNTY

# ECONOMIC DEVELOPMENT PROGRAM POLICY

## 1. Authorization

- (a) **General Authorization.** The Presidio County Commissioners Court ("Commissioners Court") is authorized to develop and administer a program to stimulate business and commercial activity in Presidio County pursuant to Local Government Code, Chapter 381 specifically, Sections 381.004(b) and 381.004(g), and other applicable statutes.
- (b) **Tax Abatement Resolution.** Presidio County has adopted a Resolution stating that Presidio County elects to become eligible to participate in tax abatements under TEXAS TAX CODE. Tax Abatement Agreements which are entered into under LOCAL TEXAS GOVERNMENT CODE, Section 381.004(g) ("381 Tax Abatement Agreement") shall be subject to the requirement of that statute (which includes limited provision of TEXAS TAX CODE, Chapter 312) and tax abatement agreements which are entered into under TEXAS TAX CODE, Chapter 312 ("312 Tax Abatement Agreement") shall be subject to the requirements of that statute.

## 2. Purpose and Method.

- (a) **General Purpose.** The purpose of this policy is to establish the guidelines and criteria under which Presidio County can develop and administer a program to stimulate and encourage business activity in Presidio County in order to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Presidio County.
- (b) **Method.** The purpose of this Policy is also to establish guidelines and criteria for economic development utilizing both a rebate and abatement approach to tax incentives. This Policy establishes guidelines and criteria under which the County may enter into tax rebate and tax abatement agreements as a part of the Presidio County's Economic Development Program established under this Policy in order to further the economic development of Presidio County.
- (c) **Waiver and/or Modification of Requirements.** The Commissioners Court retains the right to waive or modify any of the requirements of this Policy, with the exception of Section 4(a)(xii), which cannot be waived, by approving terms in an agreement entered into under this Policy that differ from the Policy when the County determines that the waiver and/or modification is:
- necessary in order to serve the public interest,
  - will allow an agreement which will continue to meet the intent of this Policy, and
  - will not violate any applicable statutory requirements.

The above subsection 2(c) notwithstanding, No waiver or modification of a requirement to a 312 Tax Abatement Agreement can be made by the Commissioners Court if such waiver or modification is not allowed by TEXAS TAX Code, Chapter 312 in relation to that Agreement.

- (d) **Limitation.** The adoption of these guidelines and criteria for a 312 Tax Abatement Agreement does not:

*Approved in Commissioners Court  
3/25/2014 Paul Hunt  
Tras County Judge*

- (i) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement;
- (ii) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement; or
- (iii) create any property contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for tax abatement.

**3. Definitions.** Under the Presidio County Economic Development Program Policy ("Policy"), these words have the following meaning:

- (a) **"Abatement"** means the full or partial release from payment of ad valorem taxes on certain real and tangible personal property under this Policy.
- (b) **"Abatement/Payment Term"** means that time period beginning on the Completion Date and ending on the Termination Date of the Agreement. If the Commissioners Court approves completion of a Project in phases, then the Abatement/Payment Term will begin with the Completion Date of the first phase.
- (c) **"Abatement/Payment Year Value"** means the value assessed by Presidio County for the purpose of the payment of Presidio County Ad Valorem Taxes on the Property for any tax year included in the Abatement Payment Term of the Agreement.
- (d) **"Ad Valorem Taxes"** means those property taxes assessed by the by Presidio County on eligible property within Presidio County.
- (e) **"Agreement"** means a contract entered into under this Policy between the County and Company.
- (f) **"Agreement Funds"** means all money paid to or abated for a Company pursuant to the terms of the Agreement entered into under this Policy; also, the amount by which Ad Valorem taxes which would have been paid by Company is abated or rebated pursuant to the terms of the Agreement.
- (g) **"Agreement Term"** means that time period commencing on the date the Agreement is signed by all parties (also "Effective Date") and continuing until the Termination Date (as defined herein and/or in the Agreement).
- (h) **"Company"** means the authorized individual or business entering into an Agreement with County under this Policy.
- (i) **"Completion Date"** means the date the County approves completion of the Project. If the County approves completion of the Project in phases, there may be a different Completion Date for each approved phase; however, the Abatement/Payment Term will begin running as of the Completion Date of the first phase.
- (j) **"Economically Disadvantaged Individual"** means an individual who;
  - (i) for at least three months before employment with a qualified business was unemployed; or
  - (ii) receives public assistance benefits, such as welfare payments, food stamp payments and local approved medical assistance, based on need and intended to alleviate poverty; or
  - (iii) is economically disadvantaged as defined by the Job Training Partnership Act, Sec. 4(8) [129 USC, Sec.1503(8)]; or

- (iv) is an individual with a disability, as defined by 29 USC, Sec. 706(8); or
  - (v) is an inmate as defined by TEXAS GOVERNMENT CODE, Section 498.001; or
  - (vi) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice, or such facility operated by Presidio County; or
  - (vii) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole; or
  - (viii) meets the current low income or moderate income limits developed under the U. S. Housing Act of 1937, Sec. 8 (42 USC sec. 1437f, et seq.).
- (k) **"Effective Date"** means the date that all parties to all Agreement entered into pursuant to this Policy have fully executed the Agreement.
  - (l) **"Effective Year Value"** means the value assessed by Presidio County for the purpose of the payment of Presidio County Ad Valorem taxes on the Property for the tax year including the Effective Date of the Agreement.
  - (m) **"OMB"** means the Presidio County Office of Management and Budget.
  - (n) **"Project"** means the proposed development as specifically described by the Company in the application/request for incentives and the Agreement.
  - (o) **"Property"** means the land (real property) on which the Project will be developed.
  - (p) **"PCAD"** means the Presidio County Appraisal District
  - (q) **"Termination Date"** means the end of the time period specified under the Agreement

4. **Guidelines and Criteria** The Commissioners Court will use the following criteria as specified herein as a baseline for evaluation of applications and other requests for economic incentives which may be provided under this Policy:

- (a) **Required Elements.** The following elements are considered to be of vital importance in implementing the County policy related to economic development and, as such, should be included in any Agreement entered into under this Policy, with terms in the Agreement stating that compliance with these requirements is mandatory. However, upon findings by the Court in compliance with Section 2(c) of this Policy as amended above, the Court may waive and/or modify requirements as listed in this Section 4(a) as deemed necessary, except for the requirement under Section 4(a)(xii), which cannot be waived. With that limitation, the following requirements are recommended for every agreement entered into pursuant to this Policy.

It is understood that any provision of the Policy that is based on statutory requirement, then provision may be waived or modified only to the extent allowed by applicable law.

- (i) **Commissioners Court Finding.** An agreement cannot be entered into unless the Commissioners Court finds that the terms of the agreement and the Property subject to the agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Presidio County and significant financial benefit to other taxing entities within Presidio County.



(xiii) Environment. The agreement must require that all Projects shall be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space, set forth in a plan approved by the governmental entity having jurisdiction, as evidenced by written documentation from that entity. Company shall not violate any federal, state or local legislation and/or regulations which prohibit or regulate deleterious effects on the environment within the Project. The Property may NOT be located over an environmentally sensitive aquifer or contributing zone.

(xiv) Notice- 312 Tax Abatement Agreement. The Commissioners Court shall deliver to the presiding officer of the governing body (or designated officer or employee) of each other taxing unit in which the property subject to the 312 Tax Abatement Agreement is located a written notice that the County intends to enter into the agreement not later than the seventh (7th) day before the date on which the County will enter into the agreement. Such notice must include a Copy of the proposed agreement.

The above requirements Section 4(a) (i)-(xiii) will NOT be subject to waiver or change in a 312 Tax Abatement Agreement where those provisions are required by law.

(b) **Requirements With Discretionary Elements.** While the following elements will be required in each agreement under this Policy, the Commissioners Court may, at its sole discretion, limit or waive the extent to which each is applied.

(i) Minimum Capital Investment. Subject to the discretionary ability of the Commissioners Court as set forth in this Policy the Company's new capital investment (value of property subject to Presidio County Ad Valorem taxation) will be subject to no absolute minimum. The purchase price of Property will not be included in this total capital investment amount. There MUST be substantial capital investment made by any company in order to participate in the Economic Development Program established under this Policy; however, the minimum amount may be waived to an extent determined by the Court under certain circumstances as approved by the Court and determined on a case by case basis.

(ii) Employment. Increased Incentive Levels. Consideration for maximum abatement/rebate amounts may be given to Projects which will create new, permanent full-time equivalent jobs which will be filled by individuals which meet the criteria to be deemed an Economically Disadvantaged Individual or which meet criteria for certain salary and/or educational/training requirements ("Career Development Employees") as defined in this Policy and under the terms of the Agreement. Terms of the Agreement will define the specific requirements related to these employment requirements in a manner which will encourage the hiring of individuals at a level which will bring persons out of poverty and into a career path with potential for upward mobility leading to self-sufficiency.

(iii) Current Developments. Consideration of proposals for incentives under this Policy shall be granted only for Projects where no specific development-related action, as determined by the Commissioners Court, has taken place prior to such consideration. The intent of the Policy is to attract new investment and development to Presidio County, not grant benefits to development already underway. The existence of an approved Master Plan will NOT be considered to be "specific development-related action" so as to exclude an applicant under this Policy.

(c) **Additional Criteria for Consideration** in Granting Approval and Determining Maximum Incentive Amounts.

The application or other submission for consideration under this Policy must include evidence of the Company's ability to comply with all applicable terms of this Policy. In reviewing the Company's application/request for economic development incentives under this Policy, the Commissioners Court will give weight (both as to approval and amount of incentive) to proposals which include elements for additional community development, including the following:

- (i) Minority Participation/HUB Participation. Company shall use good faith efforts (and shall encourage its agents and contractors to use good faith efforts) to take reasonable steps to ensure HUBs ("Historically Underutilized Businesses," as defined under the applicable County policy) the maximum opportunity to be subcontractors for the Project.
- (ii) Housing - availability of affordable housing, as defined by County,
- (iii) Public Transportation - availability, access and accompanying amenities, As applicable, Company shall coordinate and cooperate with relevant transportation entities to maximize availability within the Project of public transportation opportunities and amenities, such as sidewalks,
- (iv) Open space for gathering, public seating, etc,
- (v) Environmental attractiveness
- (vi) Commitment to clean air initiatives
- (vii) Number of acres involved in the development
- (viii) Amount of square footage to be included in the completed development
- (ix) Other public benefits to be derived from the development of the Project
- (x) Use of innovative design practices, including esthetic consideration, landscaping, architecture, etc.
- (xi) Best Practice Design. Plans to complete the project utilizing best practices in urban design as established by professionals in that area in the community. and shall include adequate parking,
- (xii) Location. The proposed development will take place within a geographic location of Presidio County that has been determined to be a historically economically disadvantaged area, as determined by the Commissioners Court, and that the development will result in business development, job creation and retention, community improvement, cultural and educational advancement, and enhancement of quality of life.
- (xiii) Additional Community Improvement. Company will be considered for the maximum incentive amount authorized under this Policy based upon Company's proposal and compliance with the base agreement requirements for amount of investment, improvements, employment, etc., and requirements for performance in other areas as agreed to, including the following:
  - provision of a high level of benefits to all employees, including: medical, dental, employee assistance, life insurance, short and long-term disability, dependent care, tuition reimbursement, stock participation, sabbatical leave, vacation, sick leave, flexible spending, 401K savings plans, etc.

- creation of a significant number of jobs which require educational level, and provide salary that would effectively encourage the hiring of low-income workers into jobs which will create or lead to sufficiency.
- provision of services to encourage/ensure upward mobility of low-income workers once hired.
- provision of effective training and educational opportunities for employees and potential employees,
- willingness to recruit and hire locally and to promote the local company workforce from within,
- commitment to work with local workforce development entities, commitment to work with local educational institutions (K-12, community colleges, universities, etc.) to assist in development of curriculum which will enhance training for real jobs existing within the industry, commitment to reimburse employees for educational and training costs related to upward mobility,
- commitment to community participation in the forms of: volunteer work, including school mentoring; contributions to local educational institutions, particularly to fund purchase of equipment related to job training and contribution of such equipment; provision of speakers, written materials and other assistance related to job training, etc.
- creation of summer jobs for interns and local education professionals, provision of services to low income and at risk youth.
- provision of other services or contributions to the community related to economic development as agreed to by the parties such as infrastructure for transportation, utilities, and health and emergency services.

**(d) Waiver of Requirements and Limitations**

- (i) **Waiver.** The Commissioners Court retains the option of considering proposed project for receipt of incentives under this Policy which do not meet certain requirements of this Policy as deemed necessary by the Commissioners Court, so long as the Commissioners Court finds that the Project as proposed will encourage, develop and stimulate economic development, producing additional tax revenue, job opportunities, affordable housing and/or small business opportunities for Presidio County and so long as the proposal meets those requirements set forth in Section 4(a).
- (ii) **Limitations.** The adoption of this Policy does not:
- limit the discretion of the Commissioners Court to decide whether to enter into a specific agreement;
  - limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for an agreement under this Policy; or
  - create any property, Contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for an agreement under this Policy.
  - prevent the continued negotiation and completion of agreements approved by the Commissioners Court in principal under the previous' Economic Development Policy.

- (e) **Commissioners Court Determination.** This Policy sets forth the minimum guidelines and criteria to be considered in any application/request for receipt of benefits under this Policy. However, nothing in this Policy confers all right to receive benefits under this Policy, nor does this Policy in any way limit the authority of the Commissioners Court to grant or refuse to grant any application/request submitted under this Policy. Each application/request will be considered on a case-by case basis, and the decision by the Commissioners Court will be final.

- (f) **Incentive Amount.**



- (i) **Rebate.** The Commissioners Court may grant Company a payment equal to up to 80% (as described herein) of the difference between the-Ad Valorem taxes paid by the Company on the Effective Year Value and the Ad Valorem Taxes assessed and/or paid on the Abatement/ Payment Year Value reflecting the improvements made by the Company pursuant to the agreement and this Policy. The percentage amount will be determined based upon the amount of public economic benefit determined by the Commissioners Court to be derived from the Project as presented by the Company in its application/request and other criteria as set forth under this Policy. The formula for the County's annual payment shall be:

$$\frac{(\text{Abatement/Payment Year A.V. Taxes} - \text{Effective Year A.V. Taxes}) \times \% \text{ of Incentive}}{\text{County Annual Payment/Abatement}}$$

- (ii) **Abatement.** The Commissioners Court may grant Company exemption from taxation on a portion of the value of the real property or of tangible personal real property located on the real property, or both, on the condition that the Company make specific improvements or repairs to the Property and meet other requirements pursuant to this Policy and the agreement terms.
- (iii) **Rebate Abatement - Base.** The rebate/abatement of real property shall be based upon the extent that the value for the year of rebate/abatement exceeds the value of the year in which the agreement is executed. The rebate/abatement of tangible personal property located on the real property in each year is limited to tangible personal property OTHER THAN that tangible personal real property that was located on the real property at any time before the agreement term, and other than inventory or supplies.
- (iv) A Company MUST acknowledge and agree in the agreement that, should that the payment rebate/abatement method of the agreement be found to be invalid by a court of competent jurisdiction: (1) the agreement will be terminated; (2) all amounts paid/rebated/abated to Company will be paid back to County pursuant to this Policy and the agreement; and (3) County will be released from any all liability of any kind related to the agreement
- (g) **Term.** The Agreement Term shall be as set forth in the specific agreement entered into under this Policy. The Payment Term under an agreement for rebate shall not exceed a period of twenty (20) years; The Abatement Term under an agreement for tax abatement (*both 381 and 312*) shall not exceed a period of ten (10) years. The Abatement portion of the agreement for tax abatement may take effect on January 1 of the net tax year after the date the improvements or repairs are substantially completed.
- (h) **Compliance with Law.** The development of any Project under this Policy must be done in a manner which meets all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations and permit requirements.
- (i) **Completion/Termination.**
- (i) **Completion.** An Agreement under this Policy will be considered completed and will terminate at the end of the term specified in the Agreement or which any cause for termination has occurred pursuant to this Policy and/or the terms of the Agreement.
- (ii) **Early Termination.** In the event of termination of any Agreement entered into under this Policy prior to the completion of all terms of any Agreement, pursuant to this Policy and/or the Agreement, County shall notify Company of termination and all future obligations of County under the Agreement shall cease. Upon notice of termination, Company shall refund to County any and all Agreement Funds paid to Company or exempted from payment by Company up to the time of termination

pursuant to the terms of the Agreement.

- (iii) **Default/Cure.** If Company is determined by County to be in default, County shall notify Company in writing and if such default is not cured within thirty (30) days of notice, then the agreement may be terminated. County and Company may agree in writing to extend the time period for cure. In the event that the cure is not completed in a manner that is satisfactory to County and the agreement is terminated by County, County shall have the right to recapture all of the money paid to Company under a rebate agreement or exempted from payment by Company under an abatement agreement.
- (iv) **Recapture.** In the event that the Company either (1) allows its ad valorem taxes owed to the City, County, and/or any school district or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; Or (2) is in default according to the terms and conditions of the agreement and *fails* to cure within the time period allowed; or, (3) if the payment rebate abatement portion of the agreement is ruled invalid by a court of competent jurisdiction, the agreement then may be terminated and all taxes previously abated or rebated by virtue of the agreement will become due and payable no later than sixty (60) days after termination, County shall give Company written notice of recapture under this provision and refund shall be paid no later than thirty (30) days after such notice is given or sixty (60) days after termination, whichever comes last, County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for collection of delinquent property taxes. County, at its sole discretion, has the option to provide a payback schedule.
- (j) **Taxation.** Throughout the Agreement Term, the Company shall be subject to all applicable taxation.
- (k) **Reports.** Company shall provide such report(s) as determined necessary by County to document and ensure compliance with the terms of the Agreement, Such reports shall be submitted to the Presidio County Office of Management and Budget in the format provided by County, County will have the right to monitor and audit findings in all reports as necessary to confirm compliance with the terms of this Policy and the Agreement. Company will certify the authenticity and accuracy of each report submitted under the Agreement.
- (l) **Reinvestment Zone - Abatement Agreements.**
  - (i) 381 Tax Abatement Agreements, Under Section 381.004(g), TEXAS LOCAL GOVERNMENT CODE, The Commissioners Court is authorized to develop and administer an economic development program utilizing tax abatement agreements with certain terms which are to be governed, to the extent practicable, by Sections 312.204, 312.205 and 312.211 of the TEXAS TAX CODE; also, in administering tax abatement the Commissioners Court is authorized to act as if it were a governing body of a municipality. Pursuant to that provision, the Commissioners Court will, when practicable and allowed by law, designate a Reinvestment Zone pursuant to Section 312.201, TEXAS TAX CODE, or will utilize a Reinvestment Zone created by another authorized taxing entity. Where designation of a Reinvestment Zone is determined not to be practicable, the Commissioners Court will review and evaluate the Property being proposed for development utilizing the criteria set forth for establishing a Reinvestment Zone under Chapter 312, TAX CODE, to determine that the Property does substantially meet the guidelines and criteria for establishing said Reinvestment Zone.
  - (ii) 312 Tax Abatement Agreements. A Reinvestment Zone must be designated in order to enter into a 312 Tax Abatement Agreement. The Commissioners Court may designate as a reinvestment zone an area of the county that does not include area in the taxing jurisdiction of a municipality. If an area does not include area in the taxing jurisdiction of a municipality, the Commissioners Court may



proceed to designate a Reinvestment Zone pursuant to TEXAS TAX CODE, Section 312.401, and other applicable provisions, if

- the Commissioners Court provides notice of a public hearing which is published in a newspaper having general circulation in the County; and which is delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed investment zone;
- the Commissioners Court holds a public hearing where interested persons are allowed to speak and present evidence for or against the designation;
- the Commissioners Court finds that the designation would contribute to the retention Or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of the County.

The designation of the reinvestment zone expires five years after the date of the designation and may be renewed for periods not to exceed five years; expiration will not affect existing agreements,

(m) **312 Tax Abatement Agreement**

312 Tax Abatement Agreements will be subject to all applicable provisions of TAX CODE. Chapter 311. It is understood that there may be additional requirements for 312 Tax Abatement Agreements which do not apply to 381 Tax Abatement Agreements.

**5. Application/Request for Incentives.**

- (a) **Applicant.** Any present or potential owner of taxable real property in Presidio County may make application/request for incentives under this Policy by filing an application with OMB or through other means as acceptable to the County.
- (b) **Application.** Company should provide completed application to County, in a form acceptable to County, at the earliest possible date, either initially, or prior to negotiation of the agreement. That application shall consist of a written request which includes:
- (i) A statement of the expected total capital investment to be made.
  - (ii) A statement setting forth proposals relevant to the applicable requirements of this Policy.
  - (iii) A general description of the new improvements to be undertaken, with a description list of the improvements and property for which incentives are requested.
  - (iv) A legal description of the Property to be included, total acreage involved and a map showing the Property and intended improvements.
  - (v) A time schedule for undertaking and completing the proposed improvements. This schedule shall include the expected date of commencement of construction and the expected date of completion of construction. Completion of any Project in phases will only be allowed when specifically authorized by the Commissioners Court. If the Commissioners Court approves the completion of the Project in phases, the above dates will be specified as to each phase. The Agreement will contain limitations on the time periods in which the Company must commence and complete the Project.

**PRESIDIO COUNTY COMMISSIONERS COURT REGULAR SPECIAL MEETING**  
**To be held TUESDAY, MARCH 25, 2014 at 6:00 P.M.**  
**AT the PRESIDIO COUNTY ANNEX, 300 E O'REILLY ST., PRESIDIO, TEXAS**

**AGENDA:**

1. Establish a quorum.

Present:

Paul Hunt, County Judge  
Jim White, Commissioner Pct. 1  
Lorenzo Hernandez, Commissioner Pct. 3  
Buddy Knight, Commissioner Pct. 4

2. Invocation.

3. Acknowledge guests and receive public comments regarding items not on the agenda.

4. Communications to Commissioners Court from Presidio County Judge.

5. Communications from County Commissioners.

6. Administrative Session – Dept. Activity Reports:

- a. Justice of the Peace, Precinct 2.

Judge Bishop gave an oral report. Commissioner Hernandez makes motion to accept report. Motion died. Judge Hunt makes motion to table report. Commissioner White seconds. Motion passes. Commissioner Hernandez not in favor.

- b. Capital Projects Manager.

Commissioner Knight makes motion to approve report as presented. Commissioner White seconds. Motion carries.

- c. Airport Manager.

Commissioner White makes motion to approve. Commissioner Knight seconds. Motion carries.

7. Discussion with action as appropriate to amend PMDD/DCOP agreement to include refueling system upgrades to the Presidio Lely International Airport.

Commissioner White makes motion to approve maintenance addendum to the PMDD/DCOP agreement. Commissioner Hernandez seconds. Motion carries.

8. Discussion with action as appropriate to install a public water system in Shafter, Texas.

Commissioner Knight makes motion to establish a committee for the water system landfill and sewage in Shafter, TX. This committee would include

- Commissioner White and Commissioner Hernandez. Commissioner Hernandez seconds. Motion carries.
9. Discussion with action as appropriate regarding addition of Sheriff Danny Dominguez to list of individuals with view only online access to account information of Sheriff's Office accounts.  
Judge Hunt makes motion to provide Dept. heads view only access to all accounting and bank account information of all operations. Commissioner Knight seconds. Motion carries.
  10. Discussion with action as appropriate to open bids and award of bids including offer for sale of unused old equipment not included in the received sealed bids.  
Commissioner White makes motion to accept highest bids on items received.  
Commissioner Knight seconds. Motion carries.  
Judge Hunt makes motion to table action on items that did not get bids.  
Commissioner White seconds. Motion carries.
  11. Discussion with action as appropriate regarding Presidio County Economic Development Program Policy.  
Judge Hunt makes motion to approve the Economic Development Policy with amendments made to page 4 section iii to read as follows:
    - iii Ownership or Leasing. The Company must own or lease or plan to own or lease the Property in order to enter into an Agreement under this policy. Property that is owned or leased by a person who is a member of the Commissioner's Court is excluded from abatement under this policy, and Company will warrant that none of the Property subject to the agreement is owned or leased by a member of the Commissioner's Court.Commissioner Knight seconds. Motion carries.
  12. Report of the Capital Projects – Road & Bridge Oversight Committee (Commissioners Pct. 1 and Pct. 2).  
Commissioner White makes motion to take no action on items 12-16.  
Commissioner Hernandez seconds. Motion carries.
  13. Report of the Capital Projects – Other Projects Oversight Committee (Committee (Commissioners Pct. 2 and Pct. 3).
  14. Report of the Airports Oversight Committee (Commissioners Pct. 3 & Pct. 4).
  15. Report of the Interlocal in-County Oversight Committee (Commissioner Pct. 3 & County Judge).
  16. Report of the Interlocal Out-Of-County Oversight Committee (Commissioners Pct. 3 & County Judge).
  17. Approve Budget amendments and line item transfers.  
None