



MINUTES

BE IT REMEMBERED that on the 27th day of July, 2020, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session via video conferencing utilizing Zoom. The following members were in attendance:

William R. Mitchell, *County Judge*
Jerry W. Bates, *Commissioner Pct. #3*
Ronnie Garza, *Commissioner Pct. #4*
John Dodson, *County Attorney*
Valerie Del Toro Romero, *County Clerk and Ex-Officio Clerk of
the Commissioner's Court*

Also connected to video conferencing utilizing Zoom were: *County Treasurer* Joni Deorsam, *Tax Assessor-Collector* Rita C. Verstuyft, *County Auditor* Alice Chapman, *District Clerk* Christina Ovalle, *Road Administrator* Dee Kirkpatrick, *Fairplex Director* Wendy Speer, *Elections Administrator* Melissa Bradham, *County Consultant* Carl Esser and Julye Keeble with *Uvalde Leader News*.

Absent: Randy Scheide, *Commissioner Pct. #1* and Mariano Pargas Jr., *Commissioner Pct. #2*

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

The Honorable William R. Mitchell called the meeting of July 27, 2020 to order at 10:00 AM followed with the invocation, led the Pledge of Allegiance to the United States flag and Texas Pledge of Allegiance.

2. Consider and act upon approval of minutes:

Motion by Commissioner Bates to approve the minutes of July 13, 2020 with corrections to item #6 changing County Road 460 to County Road 416.

Seconded by Commissioner Garza.

Motion carried (2-0).

3. Consider and act upon designating properties to receive historic tax incentives:

The County of Uvalde, together with the City of Uvalde, grant a 25% tax exemption pursuant to the Texas Property Code, Section 11.24 on improvements of the assessed property tax value. Structures are required to be listed in the National Historical Register or Recorded Texas Historical Landmarks. Applicants are required to apply on a yearly basis and must meet the maintenance and eligibility requirements. One applicant listed in the resolution was:

Linda Koehl
1900 Old Town Subdivision, Lot 152 A-2, Blk 8
235 North Getty Street
Uvalde, Texas 78801

Motion by Commissioner Garza to approve Historic Tax Incentive resolution.
Seconded by Commissioner Bates.
Motion carried (2-0).

4. Consider and act upon award of professional engineering services for 2020 Round II of the TxCDBG Colonia Construction Fund:

County Consultant Carl Esser provided the Court with an update regarding Round II of the TxCDBG Colonia Construction Fund. The Texas Department of Agriculture (TDA) extended an invitation to the County of Uvalde to submit a subsequent application for colonia construction funds. The additional funding would allow the inclusion of applicants that were previously excluded due to construction budget over run. Each project requires the services of a professional engineer. Uvalde County received two proposals. One from TRC Engineers and one from KSA Engineers. After review, Mr. Esser recommended that the professional engineering services be awarded to TRC Engineers. Bids/Proposals may be viewed in the office of the Uvalde County Judge. Copies of bid/proposal submissions may be obtained from the office of the Uvalde County Judge.

Motion by Commissioner Bates to approve resolution awarding the professional engineering services to TRC Engineers.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

5. Consider and act upon resolution for 2021 TDA Home Delivered Meal Program:

County Consultant Carl Esser requested approval of a resolution of support to submit an application to the Texas Department of Agriculture to obtain funding for the home delivered meal program through the Uvalde County Nutrition Center. The deadline to submit this application is November 2, 2020. Mr. Esser recommended approval of resolution for the 2021 Texas Department of Agriculture Home Delivered Meal program.

Motion by Commissioner Bates to approve resolution of support for the Home Delivered Meal program.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

6. Consider and act upon adopting optional road/bridge vehicle fee and child safety fee:

Annually, the County of Uvalde has the option to adopt a Road/Bridge fee up to \$10 per vehicle and a Child Safety fee up to \$1.50 per vehicle to be imposed upon the issuance of a motor vehicle registration. The Court considered and approved the adoption of the \$10 Road/Bridge fee and not the Child Safety fee. No action taken on the Child Safety fee.

Motion by Commissioner Garza to adopt the \$10 Road/Bridge fee only.

Seconded by Commissioner Bates.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

7. Consider and act upon property lease agreements with David R. White for office of Elections Administrator and climate control archives storage:

A property lease agreement between the County of Uvalde and David R. White, Jr. was considered by the Court for office space for the Elections Administration office and a climate control archives storage space for the Uvalde County District Clerk and County Clerk. The proposed office space for the Elections Administration office will be relocated to 124 East North Street being; East 29 feet of Lot 170 C Blk 11 of Old Town Subdivision in Uvalde for a term of five years at a rate of One Thousand Dollars (\$1,000) per month. The proposed climate control archives storage space to be utilized by the District Clerk and County Clerk to protect and preserve older records in a climate controlled setting is located at 118 East North Street being; West 15 feet of Lot 170 C Blk 11 Old Town Subdivision in Uvalde for a term of five years at a rate of Five Hundred Dollars (\$500.00) per month.

Motion by Commissioner Garza to approve the two contracts and approve the lease agreement with David R. White, Jr

Seconded by Commissioner Bates.

Motion Carried (3-0) with Judge Mitchell voting in favor of this motion. See Exhibit A Attached.

8. Consider and act upon Road Administrators report:

Road Administrator Dee Kirkpatrick informed the Court that the Road Department worked on patching holes and checking roads throughout the County and commented on improved response times from the department.

No action taken.

9. Consider and act upon line item budget amendments:

County Auditor Alice Chapman outlined line item budget amendments presented to the Court for consideration and approval.

Motion by Commissioner Bates to approve line item budget amendments.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion. See Exhibit B Attached.

10. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

11. Consider and act upon approval of monthly reports:

Monthly reports on file for review in the office of the Uvalde County Clerk were presented for approval.

Motion by Commissioner Bates to approve monthly reports.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

12. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.

Seconded by Commissioner Garza.

Motion carried (3-0) with Judge Mitchell voting in favor of this motion.

13. Consider and act upon resolutions and proclamations:

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

Isaul Garcia †

Eddie Kirkham †

With no further business, the meeting of July 27, 2020 was adjourned.

Exhibits identified under a specific agenda item are included as supporting documentation of the action taken by the Uvalde County Commissioners Court and are placed after the minutes and before the last page titled Commissioners Court Order.

State of Texas

County of Uvalde



LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into by and between DAVID R. WHITE, JR. of 120 East North Street, Uvalde, Uvalde County, Texas, hereinafter called LESSOR and the COUNTY OF UVALDE, #3 Courthouse Square, Uvalde, Uvalde County, Texas, hereinafter called LESSEE, on this the 1st day of August, 2020.

I.

LESSOR is the owner of a commercial building and tract of land situated in Uvalde County, Texas, hereinafter called the LEASED PREMISES, having a street address of 118 East North Street and 124 East North Street in Uvalde, Uvalde County, Texas, more particularly described as follows:

The West 15 feet of Lot 170C Blk 11 OLD TOWN SUBDIVISION as recorded in the public records of the Uvalde County Clerks Office.
(118 East North Street)

AND

The East 29 feet of Lot 170C Blk 11 OLD TOWN SUDIVISION as recorded in the public records of the Uvalde County Clerks Office.
(124 East North Street)

II.

For and in consideration of the rentals to be paid by LESSEE, as hereinafter provided, and in consideration of the covenants and obligations on the part of LESSEE to be kept and performed as set forth herein, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the building, improvements and tract of land described above, for a period of 5 years, beginning on the 1st day of August, 2020, and continuing until the 31st day of July, 2025, subject to the provision, conditions and terms hereinafter contained.

III.

LESSEE shall pay to LESSOR as rent for the lease premises located at 118 East North Street, the sum of Five Hundred Dollars (\$500.00) per month with the first payment due on the 15th day of August, 2020 and continuing regularly and monthly on the 15th day of each month during the term of this LEASE AGREEMENT.

LESSEE shall pay to LESSOR as rent for the lease premises located at 124 East North Street, the sum of One Thousand Dollars (\$1,000.00) per month with the first payment due on the 15th day of August, 2020 and continuing regularly and monthly on the 15th day of each month during the term of this LEASE AGREEMENT.

IV.

1. All rental payments shall be payable to the LESSOR at 120 East North Street, in Uvalde, Uvalde County, Texas 78801 unless otherwise directed by the LESSOR in writing.
2. THIS IS OF THE ESSENCE TO THIS AGREEMENT. The failure by the LESSEE to pay any installment of rent on or before date thereof as above provided, or if LESSEE shall be in default of any terms or conditions of this LEASE AGREEMENT, may at the option of the LESSOR, terminate this LEASE AGREEMENT, and LESSOR may repossess the leased premises the without liability to LESSEE and LESSOR's right of repossession shall not operate as a waiver of any other remedy at law or in equity which LESSOR may have by reason of such default.
3. LESSEE agrees to accept possession of LEASED PREMISES in its present condition, and to deliver up the LEASED PREMISES to the LESSOR at the end of the term of this LEASE AGREEMENT in as good condition as same was on the beginning date of this Lease, ordinary wear and tear excepted.
4. LESSEE shall, during the term hereof pay all charges for telephone, gas, electricity, water and the removal of rubbish therefrom used in connection with the LEASED PREMISES before they shall become delinquent and shall hold LESSOR harmless thereof.
5. LESSOR shall have the right to enter the LEASED PREMISES at reasonable times and under reasonable circumstances to inspect it, to make replacements, repairs and restorations and to carry out any work or activities in connection with the preservation of the LEASED PREMISES.
6. LESSEE shall not assign or transfer this lease, nor sublet the whole or any part of the LEASED PREMISES without first obtaining the prior written consent of LESSOR.
7. LESSEE agrees to idemnify and hold LESSOR harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct, management or use of the LEASED PREMISES by LESSEE, or from any act of negligence of LESSEE, his agents or employees, guests or invitees, in or about the LEASED PREMISES. In case of any action or preceding brought

against LESSOR by reason of such claim, LESSEE, upon notice from LESSOR, covenant to defend such action or proceeding by counsel acceptable to LESSOR.

8. LESSEE shall not make any alternations, additions, or changes in the LEASED PREMISES without first obtaining written permission for LESSOR.
9. LESSEE agrees to notify the LESSOR immediately in the event the roof ever leaks, or any other damage occurs to the LEASED PREMISES. Further, LESSEE shall, in case of fire or other casualty to the LEASED PREMISES, give immediate notice to LESSOR, who shall cause the damage to be repaired as soon as possible thereafter. However, if LESSOR deems the damages by fire or other such casualty to be so great as to be unfit for occupancy, or not repairable, or if LESSOR shall desire not to rebuild or repair said premises, then in such event, the LEASE herein granted shall cease and the rent paid up to the time of the fire or other casualty be refunded. In event the LESSOR decides to rebuild or repair, then this LEASE is extended by the period of time of such abatement.
10. LESSEE shall properly execute and fulfill all the ordinances of the City of Uvalde, the County of Uvalde and laws of the State of Texas, applicable to said premises, and all orders imposed by the board of health, sanitary and police departments for the correction and prevention and abatement of nuisances, in or upon, or connected with the LEASED PREMISES during the terms hereof.
11. (a) If at any time during the LEASE AGREEMENT, LESSEE shall be in default in the payment of rent, or in default of any term or condition of the LEASE AGREEMENT, LESSOR shall have the right to terminate this LEASE as provided in paragraph 2 above at the option of the LESSOR.

(b) LESSEE shall be liable for any and all damages to LEASED PREMISES caused by his, his employees, or anyone else on the LEASED PREMISES at LESSEE'S invitation or request, other than damages due to normal use and wear.

(c) Upon termination of this tenancy for any reason, LESSEE shall be responsible for LEASED premises in reasonable clean condition, excluding normal wear and tear.

12. No waiver by LESSOR or any default or breach of any term, condition, or covenant of the LEASE AGREEMENT by LESSEE shall be deemed to be a waiver of any other breach of LESSEE of the LEASE AGREEMENT by LESSEE shall deem to be a waiver of any other Breach of LESSEE of the same or any other term, condition or covenant contained herein.
13. If LESSEE is not in default of any terms of this LEASE AGREEMENT at its termination date, LESSEE shall have the right to lease the LEASED PREMISES for an additional FIVE (5) year period upon the same terms stated herein and for a rental to be agreed upon by the parties hereto. LESSEE to give LESSOR 90 days written notice of his intent to renew the LEASE.

EXECUTED IN DUPLICATE ORIGINALS, this the 31st day of July, 2020.

David R White Jr
Janet Stuart White Agent

DAVID W. WHITE, JR, --LESSOR

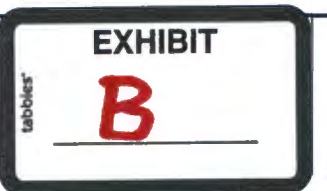
JANET S. WHITE, Agent

William R. Mitchell

WILLIAM R. MITCHELL

UVALDE COUNTY JUDGE

COUNTY OF UVALDE ---LESSEE



COUNTY OF UVALDE
 FYE 9/30/20
 COMMISSIONERS COURT MEETING
 July 27, 2020

TRANSFERS AND/OR AMENDMENTS

LINE ITEM	TYPE OF ACCOUNT	NAME OF ACCOUNT	CURRENT BUDGET		AMENDED BUDGET		INCREASE DECREASE	TRANSFER FROM AMENDED	Comment
047-470-337	EXPENSE	NUTRITION CTR CAPITAL OUTLAY	\$ -	\$ 25,000.00	\$ 25,000.00				REVENUE OFFSET
011-800-101	EXPENSE	ROAD DEPT PRINCIPAL	\$ 6,506.50	\$ 8,653.66	\$ 2,147.16		011-610-396		PAID OFF
011-800-401	EXPENSE	ROAD DEPT INTEREST	\$ 634.53	\$ 25.65	\$ (608.88)		NA		PAID OFF

FILED
 This 27 day of July AD. 2020
 at 9:00 o'clock AM
 VALERIE DEL TORO ROMERO
 County Clerk, Uvalde County, Texas
 By: Valerie Del Toro Romero
 Uvalde County Clerk

COMMISSIONERS COURT ORDER

On this the 10th day of August, 2020, came to be heard the Uvalde County Commissioners Court Minutes of July 27, 2020, as prepared by the Clerk of the Court.

IT IS THEREFORE ORDERED the foregoing be recorded and entered for record in the UVALDE COUNTY COMMISSIONERS COURT MINUTES, as required by law. (ORDER 03-12-12)

APPROVED BY: _____
William R. Mitchell, County Judge

Randy Scheide, Commissioner Pct. #1

Mariano Pargas, Jr., Commissioner Pct. #2

Jerry W. Bates, Commissioner Pct. #3

Ronnie Garza, Commissioner Pct. #4

(SEAL)

ATTEST: _____
Valerie Del Toro Romero, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Uvalde County, Texas