THE UVALDE COUNTY COMMISSIONERS COURT WILL MEET AT 10 AM ON MONDAY, SEPTEMBER 23RD, 2024 IN THE COMMISSIONERS COURTROOM OF THE UVALDE COUNTY COURTHOUSE

AGENDA

- 1. Consider and act upon call to order, invocation and pledge of allegiance
- 2. Citizen Communication
- 3. Consider and act upon approval of minutes
- 4. Consider and act upon public hearing on proposed 2024-2025 Uvalde County Tax Rate
- 5. Consider and act upon adoption of 2024-2025 Uvalde County Tax Rate; take record vote
- 6. Consider and act upon adoption of 2024-2025 tax rate resolution
- 7. Consider and act upon acknowledgment of Uvalde County participation in countywide voting
- 8. Consider and act upon plat amendment of Lots 71 and 72 of Uvalde Estates, Unit One
- 9. Consider and act upon Texas Department of State Health Services annual report
- 10. Consider and act upon proposed FY 2024-2025 Fairplex rental agreements/contracts
- 11. Consider and act upon office lease agreements for JP 2, JP 3 and County Attorney
- 12. Consider and act upon order authorizing sale of fireworks for Diwali (Oct. 30-Nov. 3)
- 13. Consider and act upon final sales report from county surplus property auction
- 14. Consider and act upon Road Administrators Report
- 15. Consider and act upon line-item budget amendments
- 16. Consider and act upon approval of monthly reports
- 17. Consider and act upon payment of bills
- 18. Consider and act upon resolutions/proclamations

CERTIFICATION: I certify the above and foregoing was posted in compliance with Sections 551.043 and 551.049 of the Texas Government Code at 10 AM on September 18th, 2024. Persons with disabilities who plan on attending this meeting and who may require auxiliary aids are requested to contact Administrative Assistant Helly Moncada in the office of the Uvalde County Judge no later than 4 PM on Thursday prior to the meeting.

WILLIAM R. MITCHELL UVALDE COUNTY JUDGE



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



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



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

2. CITIZEN COMMUNICATION

The Commissioners Court invites persons with comments or observations related to County issues, projects and policies (not otherwise located elsewhere on this agenda) to briefly address the Court for the limited purpose of determining if the matter should be referred to staff for study and response and/or placed on a future meeting agenda. Anyone speaking during this section should firs submit a speaker participation form, approach the podium and identify themselves. There is a three minute time limit and a maximum of five speakers allowed per meeting. State law prohibits the Court from deliberating on any item not listed on the posted agenda.

3. CONSIDER AND ACT UPON APPROVAL OF MINUTES

August 26, 2024

September 9, 2024

Commissioner Yeackle
Commissioner Pargas
Commissioner Bates
Commissioner Garza



MINUTES

BE IT REMEMBERED that on the 26th of August, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, County Judge
John Yeackle, Commissioner Pct. #1
Mariano Pargas, Commissioner Pct. #2
Jerry W. Bates, Commissioner Pct. #3
Ronald B. Garza, Commissioner Pct. #4
Donna M. Williams, County Clerk and Clerk of
the Commissioners Court

Also present were County Attorney John P. Dodson, County Treasurer Joni Deorsam, County Tax-Assessor Collector Rita Verstuyft, District Attorney Christina Mitchell, County Auditor Alice Chapman, and County Road Administrator Dee Kirkpatrick.

Absent:

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

The Honorable William R. Mitchell, Uvalde County Judge, called the meeting of August 26, 2024 to order at 10:00 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Citizen Communication –Two individuals signed up to speak during the citizen communication portion of meeting, and were each given 3 minutes to address the Court. Public Participants:
Diana Olvedo-Karau
Rhonda Vigil

1 AUGUST 26, 2024 COMMISSIONERS COURT

3. Consider and act upon approval of minutes:

Motion by Commissioner Bates to approve the Minutes of August 12, 2024, as presented. Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

4. Consider and act upon Motion to Abandon Claim To And/Or Alter Public Road—CR 109:

Nolan O. Sheedy, Jr. and Dana D. Sheedy filed a Motion to Abandon Claim to and/or Alter Public Road pertaining to County Road 109.

Motion by Commissioner Pargas to table this agenda item.

Motion seconded by Commissioner Garza.

Motion carried (4-0). (See Attached)

5. Consider and act upon request to vacate and re-plat Antonio Gamez Survey 71:

Motion by Commissioner Pargas to approve the request to vacate and re-plat, as presented.

Motion seconded by Commissioner Bates.

Motion carried (4-0). (See Attached)

6. Consider and act upon accepting road in Bluffside Subdivision as county road, assign road number:

Motion by Commissioner Bates accept County Road, and assign it as CR 397.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

7. Consider and act upon Memorandum of Understanding with Bluebonnet Children's Advocacy:

NO ACTION ON THIS AGENDA ITEM.

8. Consider and act upon MOU with Hill Country Mental Health and Mental Retardation Center:

NO ACTION ON THIS AGENDA ITEM.

9. Consider and act upon MOU with Nueva Vida Behavioral Health Association, Inc.:

NO ACTION ON THIS AGENDA ITEM.

10. Consider and act upon Office of the Governor's VOCA agent:

NO ACTION ON THIS AGENDA ITEM.

11. Consider and act upon donation from Uvalde Rotary Club:

The Uvalde Rotary Club has donated \$250 in art supplies to Uvalde County to assist with the operations at Uvalde Together Resiliency Center.

Motion by Commissioner Garza to accept donation.

Motion seconded by Commissioner Bates.

Motion carried (4-0).

12. Consider and act upon Public Hearing on 2024-2025 Final Uvalde County Budget:

Hearing Opened: 10:49 A.M. Hearing Closed: 10:56 A.M.

13. Consider and act upon order setting salary for auditor, assistant auditors and court reporter:

Motion by Commissioner Bates to accept order setting salary for Auditor, assistant auditors and Court Reporter.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

14. Consider and act upon 2024-2025 Salary Fund:

County Auditor Alice Chapman outlined and recommended adoption of 2024-2025 salary fund.

Motion by Commissioner Bates to approve.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

15. Consider and act upon adoption of 2024-2025 Uvalde County Budget and take record vote:

Motion by Commissioner Bates to accept adoption of the 2024-2025 Uvalde County Budget.

Motion seconded by Commissioner Garza.

Motion carried unanimously (5-0).

Commissioner Yeackle – FOR

Commissioner Pargas – FOR

Commissioner Garza - FOR

Judge Mitchell - FOR

16. Consider and act upon 2024-2025 tax rate and set public hearing:

County Auditor Alice Chapman outlined the proposed tax rate. A public hearing will be called during the Commissioners Court meeting on September 23, 2024.

Motion by Commissioner Pargas to approve public hearing date and to accept the proposed tax rate.

Motion seconded by Commissioner Garza.

Motion carried unanimously (5-0). (See Attached)

17. Consider and act upon ban on outdoor burning:

Motion by Commissioner Garza to adopt order banning outdoor burning. Motion seconded by Commissioner Yeackle. Motion carried (4-0). (See Attached)

18. Consider and act upon Road Administrators Report:

Report by Road Administrator Dee Kirkpatrick.

Motion by Commissioner Bates to accept Road Administrator's Report. Motion seconded by Commissioner Pargas. Motion carried (4-0).

19. Consider and act upon adopting optional vehicle registration fees for 2025:

Annually, the court is authorized to approve a County Road and Bridge Fee, not to exceed \$10, on all vehicles registered in the County. The Court is also authorized to impose a fee not to exceed \$1.50 to be used at school crossings. Uvalde County historically has adopted the Road and Bridge fee but has chosen not to impose the school crossing fee.

Motion by Commissioner Bates to approve fee. Motion seconded by Commissioner Pargas. Motion carried (4-0). (See Attached)

20. Consider and act upon approval of monthly reports:

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

Motion by Commissioner Bates to approve monthly reports. Motion seconded by Commissioner Garza. Motion carried (4-0). (See Attached)

21. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills. Motion seconded by Commissioner Garza. Motion carried (4-0).

22. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll. Motion seconded by Commissioner Garza. Motion carried (4-0).

23. Consider and act upon HTS BuyBoard service contracts:

County Auditor, Alice Chapman, outlined all three annual contracts and recommended adoption.

Motion by Commissioner Bates to adopt all three contracts, as presented. Motion seconded by Commissioner Garza. Motion carried (4-0). (See Attached)

5

24. Consider and act upon resolutions/proclamations:

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

Mary Ann Arnim †

James Howard Carr †

Danny Garza †

Alejandro Perez †

With no further business, the meeting of <u>August 26, 2024</u> was adjourned at <u>11:16 AM</u>. Exhibits identified under a specific agenda item are included as supporting documentation of the actions taken by the Uvalde County Commissioners Court, and are placed after the minutes and before the page titled Commissioners Court Order.



MINUTES

BE IT REMEMBERED that on the 9th of September, 2024, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session in the Commissioners Courtroom of the Uvalde County Courthouse. The following members were in attendance:

William R. Mitchell, County Judge
John Yeackle, Commissioner Pct. #1
Mariano Pargas, Commissioner Pct. #2
Jerry W. Bates, Commissioner Pct. #3
Ronald B. Garza, Commissioner Pct. #4
Donna M. Williams, County Clerk and Clerk of
the Commissioners Court

Also present were County Attorney John P. Dodson, County Treasurer Joni Deorsam, County Tax-Assessor Collector Rita Verstuyft, District Attorney Christina Mitchell, County Auditor Alice Chapman, and County Road Administrator Dee Kirkpatrick.

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

The Honorable William R. Mitchell, Uvalde County Judge, called the meeting of September 9, 2024 to order at 10:01 AM, followed with the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

2. Citizen Communication — The Commissioners Court invites persons with comments or observations related to County issues, projects and policies (not otherwise located elsewhere on this agenda) to briefly address the Court for the limited purpose of determining whether the matter should be referred to staff for study and response and/or be placed on a future meeting agenda.

Diana Olvedo Karau, Brenda Cable and Rhonda Vigil were each given three minutes to address the Court.

3. Consider and act upon resolution in support of Uvalde County Coordinated Response/Uvalde Family Resiliency Center:

This resolution is in support of the grant from the Governor's Office for the operation of the Uvalde County Together Resiliency Center.

Motion by Commissioner Garza to approve resolution.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

4. Consider and act upon Memorandum of Understanding between Uvalde County and Hill Country Mental Health, Bluebonnet Children's Advocacy Center and Nueva Vida for professional services:

These three memorandums of understanding are for professional services that are offered by Uvalde County at the Uvalde County Together Family Resiliency Center.

Motion by Commissioner Pargas to approve Memorandum of Understandings.

Motion seconded by Commissioner Bates.

Motion carried (4-0). (See Attached)

5. Consider and act upon resolution in support of TDA-Home Delivered meal grant program:

This resolution supports the County application to the Texas Department of Agriculture for the Home Delivered Meal program which provides assistance for the Uvalde County Nutritional Center. The grant provides the County \$18,500.

Motion by Commissioner Bates to approve the resolution.

Motion seconded by Commissioner Pargas.

Motion carried (4-0). (See Attached)

6. Consider and act upon approval of 2024-2025 Interlocal Agreements:

Motion by Commissioner Garza to approve the agreements.

Motion seconded by Commissioner Bates.

Motion carried (4-0). (See Attached)

7. Consider and act upon appointment to Edwards Aquifer Authority board of directors:

The Legislative act that created the Edwards Aquifer Authority allows for the Commissioners Courts of Uvalde and Medina counties to appoint a non-voting member to the Edwards Board of Directors. The two counties are to make their four year appointment on an alternating basis. The 2020 appointment by Medina County expires at the end of this year. Uvalde County resident and farmer, J Allen Carnes, has agreed to accept the Uvalde County appointment.

Motion by Commissioner Bates to approve appointment of J. Allen Carnes. Motion seconded by Commissioner Yeackle. Motion carried (4-0). (See Attached)

8. Consider and act upon ratification of order to rescind ban on outdoor burning:

On August 26th, the Commissioners Court ORDERED a ban on outdoor burning because of dry weather conditions. Since that order, 3-7 inches of rain has been received throughout the county. On September 3rd, the County Judge issued an Administrative Order 2024-08 rescinding the order prohibiting outdoor burning. Today, the Court is being requested to ratify the action of the Administrative Order.

Motion by Commissioner Bates to ratify the order. Motion seconded by Commissioner Yeackle. Motion carried (4-0). (See Attached)

9. Consider and act upon Road Administrators Report:

Report by Road Administrator Dee Kirkpatrick.

Motion by Commissioner Bates to accept Road Administrators Report. Motion seconded by Commissioner Yeackle. Motion carried (4-0).

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

Motion by Commissioner Bates to approve amendments. Motion seconded by Commissioner Yeackle. Motion carried (4-0). (See Attached)

11. Consider and act upon approval of monthly reports:

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

Motion by Commissioner Bates to approve monthly reports. Motion seconded by Commissioner Pargas. Motion carried (4-0). (See Attached)

12. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills. Motion seconded by Commissioner Garza. Motion carried (4-0).

13. Consider and act upon resolutions/proclamations:

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

Warren Davis Neill †
Mary Dale Brewer †
Rosa H. Zamarripa †
Mary Lou Reavis Snow †
Betty Felts †
Daniel V. Rodriguez †
Pablo Alvarez Limones †
Armando D. Cruz †

With no further business, the meeting of <u>September 9, 2024</u> was adjourned at <u>10:29 AM</u>. Exhibits identified under a specific agenda item are included as supporting documentation of the actions taken by the Uvalde County Commissioners Court, and are placed after the minutes and before the page titled Commissioners Court Order.

4 SEPTEMBER 9, 2024 COMMISSIONERS COURT

4. CONSIDER AND ACT UPON PUBLIC HEARING ON PROPOSED 2024-2025 UVALDE COUNTY TAX RATE

Individuals desiring to address the Court regarding this issue must present to the County Clerk a request to speak form prior the item being addressed by the Court. Each speaker will be given no more than 3 minutes to discuss the item.

 Time	Hearing	Started
 Time	Hearing	Ended

4.	CONSIDER	AND	ACT	UPON	PUBLIC	HEARING	ON	PROPOSED
	2024-2025 U	VALD	E CO	UNTY	TAX RAT	TE.		

Individuals desiring to address the Court regarding this issue must present to the County Clerk a request to speak form prior the item being addressed by the Court. Each speaker will be given no more than 3 minutes to discuss the item.

 Time	Hearing	Started
 Time	Hearing	Ended

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.574100 per \$100 valuation has been proposed by the governing body of Uvalde County.

PROPOSED TAX RATE

\$0.574100 per \$100

NO-NEW-REVENUE TAX RATE

\$0.538730 per \$100

VOTER-APPROVAL TAX RATE

\$0.574131 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for Uvalde County from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that Uvalde County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that Uvalde County is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 23, 2024 AT 10:00 am AT Courthouse Plaza 100 N. Getty Uvalde, Texas 78801.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, Uvalde County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Commissioners Court of Uvalde County at their offices or by attending the public hearing mentioned above. YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

Judge William R Mitchell;

Comm Pct 1 John Yeackle Comm Pct 3 Jerry W. Bates

Comm Pct 2 Mariano Pargas, Jr

Comm Pct 4 Ronald (Ronnie) Garza

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Uvalde County last year to the taxes proposed to be imposed on the average residence homestead by Uvalde County this year.

	2023	2024	Change
Total tax rate (per	\$0.587200	\$0.574100	decrease of -0.013100 per

\$100 of value)		to .	\$100, or -2.23%
Average homestead taxable value	\$152,568	\$168,387	increase of 10.37%
Tax on average homestead	\$895.88	\$966.71	increase of 70.83, or 7.91%
Total tax levy on all properties	\$14,575,052	\$15,744,522	increase of 1,169,470, or 8.02%

No-New-Revenue Maintenance and Operations Rate Adjustments

State Criminal Justice Mandate

The Uvalde County Auditor certifies that Uvalde County has spent \$256,292 in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Uvalde County Sheriff has provided Uvalde County information on these costs, minus the state revenues received for reimbursement of such costs. This increased the no-new-revenue maintenance and operations rate by \$0.005147/\$100.

Indigent Health Care Compensation Expenditures

The Uvalde County spent \$232,539 from July 1, 2023 to June 30, 2024 on indigent health care compensation expenditures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$53,339. This increased the no-new-revenue maintenance and operations rate by \$0.001979/\$100.

For assistance with tax calculations, please contact the Auditor for Uvalde County at 830-591-0181 or alchapman@uvaldecounty.com, or visit https://www.uvaldecounty.com/ for more information.

Notice About 2024 Tax Rates

Property tax rates in Uvalde County.

This notice concerns the 2024 property tax rates for Uvalde County. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate \$0.538730/\$100
This year's voter-approval tax rate \$0.574131/\$100

To see the full calculations, please visit https://www.uvaldecounty.com/ for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund Balance

General Fund 4,000,000
Road and Bridge 50,000
FM/FC 800.000

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

- 15	evenues for additional sures has revenues, if approcables								
D	Description of Debt	cription of Debt Principal or Contract Payment to be Paid from Property Taxes Interest to be Paid from Property Taxes		Other Amounts to be Paid	Total Payment				
S	eries 2017 GO Refunding	1,140,000	107,350	0	1,247,350				
Series 2021 GO Refu	eries 2021 GO Refunding	45,000	207,800	0	252,800				
	eries 2021 Combo ax/Limited CO	45,000	60,085	0	105,085				
	Total required for 2024 d	ebt service	\$1,605,235	;					
	Amount (if any) noid from	n finds listed in unansymbored finds	C (

- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$45,694
= Total to be paid from taxes in 2024	\$1,559,541
+ Amount added in anticipation that the unit will collect only 100_19% of its taxes in 2024	\$-2,958
= Total debt levy	\$1,556,583

Voter-Approval Tax Rate Adjustments

State Criminal Justice Mandate

The Uvalde County Auditor certifies that Uvalde County has spent \$256,292 in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Uvalde County Sheriff has provided Uvalde County information on these costs, minus the state revenues received for reimbursement of such costs. This increased the voter-approval tax rate by 0.005147/\$100.

Indigent Health Care Compensation Expenditures

The Uvalde County spent \$232,539 from July 1, 2023 to June 30, 2024 on enhanced indigent health care at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$53,339. This increased the voter-approval tax rate by 0.001979/\$100

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Alice Chapman, Uvalde County Auditor on 08/03/2024

Visit www.Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

UVALDE COUNTY 2024 TAX RATES

NNR - NO NEW REVENUE RATE	0.5387	
VATR - VOTER APPROVAL TAX RATE	\$0.5741	
DEBT RATE	<u>\$0.0567</u>	
M & O RATE (VATR- DEBT RATE)	\$0.5174	

t de la companya de l	2024 GENERAL FUND Line 21 from TNT Worksheet	\$2,745,282,606
	2024 FLOOD/FM Line 21 form TNT Worksheet	\$2,729,683,118

TYPE OF FUND	.5174 @80% split	2024 Tax Levy Generated w/80% split*
General Fund	\$0.4139	\$12,332,166
Flood 10%/FM 90% Fund	\$0.1035	\$3,031,854
Debt Rate	\$0.0567	\$1,556,575
Total Tax Rate	\$0.5741	

GF @ 80%	\$2,745,282,606*(.4139/100)+\$969,440.96	\$12,332,166
FLOOD 10%/FM 90% @ 80%	\$2,729,683,118*(.1035/100)+\$206,631.78	\$3,031,854

Line 21 TNT worksheet (tax rate/100) + actual tax

TOTAL M&O RATE

2023 TOTAL TAX RATE \$0.5872

5.	CONSIDER	AND	ACT	UPON	ADOPTION	OF	2024-2025	UVALDE
	COUNTY TA	X RA	TE	AND	TAKE RECO	RD	VOTE	

____Commissioner Yeackle
____Commissioner Pargas
____Commissioner Bates
____Commissioner Garza

I recommend a motion to adopt the following tax rates:

General Fund M&O .4139 per \$100

I & S Debt Rate .0567 per \$100

Farm to Market/Flood M&O .1035 per \$100

Total Tax Rate .5741 per \$100

This property tax rate is effectively a 5.47% increase

6.	CONSIDER AND ACT UPON 2024-2025 TAX RATE RESOLUTION
	Commissioner Yeackle
	Commissioner Pargas
_	Commissioner Bates
-	Commissioner Garza



ORDER SETTING UVALDE COUNTY, TEXAS TAX RATE FOR 2024

WHEREAS, it is necessary for the Uvalde County Commissioners Court to set the tax levy in order to provide funds with which to meet the budget requirements of the County and to pay the expenses necessarily incurred in connection with the services provided by the County to Uvalde County residents:

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.47% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$ -6.80.

That there is hereby levied and shall be assessed and collected for 2024 an ad valorem tax of \$0.5741 per \$100 assessed valuation on all taxable property within the county as shown on the final approved 2024 tax rolls.

The adopted tax rate shall consist of the following components:

General Fund Maintenance & Operations Tax Rate	.4139
I&S Rate - Debt Service Tax Rate	.0567
Farm to Market-Flood Maintenance & Operations Tax Rate	.1035
2023 Total Ad Valorem Tax Rate	.5741

That the Uvalde County Appraisal District is hereby authorized and directed to prepare 2024 tax statements and transmit same to the owners of taxable property within the County on or before October 1, 2024 or as soon thereafter as possible.

PASSED and APPROVED on the 23rd day of September 2024

Court Members Voting Aye:	Court Members Voting Nay:	
Judge William R. Mitchell	Judge William R. Mitchell	
Commissioner John Yeackle	Commissioner John Yeackle	
Commissioner Mariano Pargas, Jr.	Commissioner Mariano Pargas, Jr.	
Commissioner Jerry Bates	Commissioner Jerry Bates	
Commissioner Ronnie Garza	Commissioner Ronnie Garza	

7.	CONSIDER AND ACT UPON ACKNOWLEDGMENT OF UVALDE COUNTY PARTICIPATION IN COUNTYWIDE VOTING
	Uvalde County has been notified of selection to participate in the countywide polling place program for the November 5 General Election. Elections Administrator Melissa Jones will outline the details.
	Commissioner Yeackle
	Commissioner Pargas
	Commissioner Bates

____Commissioner Garza

The State of Texas

Elections Division P.O. Box 12060 Austin, Texas 78711-2060 www.sos.texas.gov



Phone: 512-463-5650 Fax: 512-475-2811 Dial 7-1-1 For Relay Services (800) 252-VOTE (8683)

August 29, 2024

The Honorable William R. Mitchell Uvalde County Judge Courthouse Plaza, Box 3 Uvalde, Texas 78801

Dear Judge Mitchell:

The Secretary of State accepts Uvalde County's application to participate in the countywide polling place program for the November 5, 2024 general election date. Pursuant to Section 43.007 of the Texas Election Code, following the November 2024 general election under the program, Uvalde County may apply for "successful" status with the Secretary of State to continue using the countywide polling place program in subsequent elections. Below please find additional information regarding the county's participation in this program for the upcoming election date.

Uvalde County confirmed that it has used the Hart Verity voting system since 2019. Uvalde County has also confirmed that it is presently using Knowlnk electronic poll pads that allow instantaneous verification that a voter has not already voted at another polling location. It is our understanding that the county presently has sufficient equipment to conduct the general election.

Uvalde County indicated that it has 14 county election precincts and plans to have 10 polling places available on election day. Although changes to voting practices or procedures are no longer required to be submitted to the Department of Justice for preclearance under the federal Voting Rights Act, the county election authority is advised to consult with the County Attorney before changing polling place locations. Pursuant to Section 61.012 of the Texas Election Code, polling places are still required to be in compliance with the Americans with Disabilities Act. County officials must remain diligent to ensure that any changes to county voting practices or procedures are consistent with federal and state law. Further, it is of utmost importance that Uvalde County continue to prioritize staffing language interpreters in the areas where they most efficiently meet the needs of your community.

Presiding and alternate judges for countywide polling places are not required to be qualified voters of any particular election precinct, but they must be qualified voters of the county. Additionally, a presiding or alternate judge for a countywide polling place does not have to reside in the election precinct where the countywide polling place is located, and more than one presiding judge or alternate presiding judge may be selected from the same precinct to serve in polling places not located in the precinct in which the judges reside.

The policy of our office is to permit non-disruptive exit polling within the 100-foot boundaries surrounding each early voting and election day polling place. We note that the early voting clerk or presiding judge at each polling place, as appropriate, must determine that such exit polling does not constitute either (1) "loitering" in violation of Section 61.003(a) of the Texas Election Code or (2) a

disruption of order or a contribution to a breach of the peace at the early voting or election day polling place in violation of Section 32.075(a) of the Code, as applicable to early voting under Section 81.002 of the Code.

Please note, counties may not distribute written surveys to voters regarding the county's use of the countywide polling place program inside the polling place or within the 100-foot boundary surrounding each early voting and election day polling place. Further, election workers should not verbally solicit feedback from voters while at the polling place or within the 100-foot boundary regarding the county's use of the program.

The deadline for the elections administrator to submit a report to our office on the November 5, 2024 general election election is Thursday, December 5, 2024. We ask that your report contain statements and opinions of interested parties, including persons who voted in the election, representatives of minority groups, and organizations concerned with persons with disabilities. Based on past elections, we would suggest that you stay in touch with these groups throughout the election process. While the county has the final word on polling place placement and the administration of the election, it is important that your local groups remain committed and involved in the countywide precinct election. If these groups have been involved in the project through the election period, it should be easier to gather their comments, complaints, and suggestions for your post-election report.

In addition to these statements, we would also request that your post-election report contain comparisons of voting patterns and turnout for the county between the November 5, 2024 general election and the two previous general elections. An example of a voting pattern would be persons voting at the polling place near their place of employment versus voting at the precinct nearest the voter's residence. Another example would be comparing early voting to election day turnout to review whether the countywide precincts had any effect on the ratio between the two voting periods.

Again, thank you very much for your participation, and we look forward to working with you to make this program a success.

Sincerely,

Christina Worrell Adkins

Christina W. Alhins

Director of Elections

CA:AM

CC: Melissa Jones

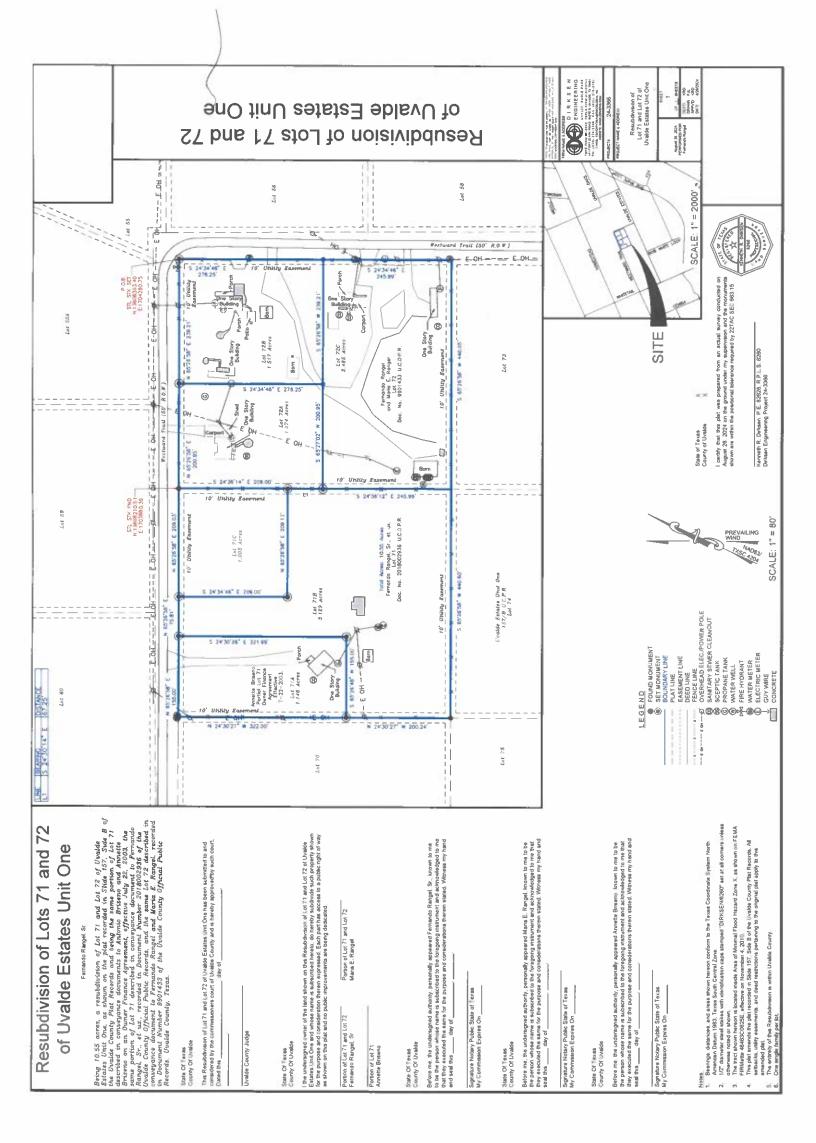
Uvalde County Elections Administrator

#2 Courthouse Square Uvalde, Texas 78801

8.	CONSIDER AND ACT UPON PLAT AMENDMENT TO LOTS 71 AND 72 OF UVALDE ESTATES, UNIT ONE
	Ken Dirksen will outline the details of this request to amendment Lots 71 and 72 of Uvalde Estates, Unit One.
	Commissioner Yeackle
	Commissioner Pargas
	Commissioner Bates
	Commissioner Garza

APPLICATION FOR SUBDIVISION PLAT CONSIDERATION

NAME OF OWNER: Fernando Rangel, Sr.					
ADDRESS OF OWNER: 72 Westward Trail, Uvalde, Tx 78801					
PHONE NUMBER OF OWNER: 830-591-3245					
NAME OF DEVELOPER: Fernando Rangel,	Sr.	-			
ADDRESS OF DEVELOPER: 72 Westward					
PHONE NUMBER OF DEVELOPER: 830-59	91-3245				
NAME OF PROPOSED SUBDIVISION: Plat	Amendment of Lots 71 and 72 of Uvalde Estates	Unit One			
SIZE AND LOCATION OF ORIGINAL TRAC	T: 10.55 Acres				
NAME OF NEAREST PUBLIC ROAD/STREE	ET TO SUBDIVISION: Westward Trail & E	Im Drive			
PRECINCT NO: 2 SCHOOL DI ENGINEER	SURVEYOR	_			
Name: Kenneth R. Dirksen					
Address: 441 Fort Clark Rd, STE B	Address: 441 Fort Clark Rd, STE B				
Uvalde, Tx 78801	Uvalde, Tx 78801				
Phone: 830-278-2100					
Date: 9/03/2024	Date: 9/03/2024				
PLEASE PROVIDE THE FOLLOWING IN Number of lots/housing units within propose Plat with roads Plat with no	VFORMATION:	HILED TO SCORE AND SCORE M. DOWN AN WILLIAMS P. Clerk Unide County, Texas			



REC NO: 233734

Uvalde County, Texas Donna M. Williams, County Clerk

100 N. Getty St Uvalde, Texas 78801 (830)278-6614

DATE: 09/04/2024

TIME: 04:19pm

REGISTER NO: GM

CASHIER: GMEDRANO

100

RECEIVED FROM: DIRKSEN ENGINEERING

ITEM DESCRIPTION	CLERK/CAUSE # QTY F	EES PAID
PLAT APPLICATION - VACATE/RE-PLAT	1	\$100.00
PER LOT - VACATE/RE-PLAT	6	\$120.00
	TOTAL FEES PAID	\$220.00
	AMOUNT TENDERED	
	CHECK	\$220.00
	TOTAL RECEIVED	\$220.00
	TRANSACTION SUMMARY	
	TOTAL RECEIVED	\$220.00
	TOTAL FEES PAID	\$220.00
	CHANGE DUE BACK	\$0.00
	CHECKS, MONEY ORDERS, or DIRECT DEPOSITS	
	1 Checks, Money Orders, or Direct Deposits Received CK# 8920 \$220.00	

Thank You, Donna M. Williams County Clerk

9.	CONSIDER	AND ACT	UPON	TEXAS	DEPARTMENT	OF	STATE
	HEALTH SE	RVICES AN	INHAL	REPORT	Γ		

Chelsea Lopez, Public Health Nurse for Region 8 of the Texas Department of State Health Services will present the annual health report.

	Commissioner	Yeackle
. <u> </u>	Commissioner	Pargas
	Commissioner	Bates
	Commissioner	Garza

10. CONSIDER AND ACT UPON PROPOSED FY 2024-2025 FAIRPLEX RENTAL AGREEMENTS/CONTACT

_	Director Wendy Speer will outline the proposed rental agreements contracting with the Fairplex.
	Commissioner Yeackle
	_Commissioner Pargas
	_Commissioner Bates
	_Commissioner Garza



UVALDE COUNTY FAIRPLEX RENTAL AGREEMENT

Effective October 1, 2024 through September 30, 2025 PROPOSED

I. General Limitations

A. Hours of Operation The Fairplex Management/Rental Office is open Monday – Friday, 9am – 12pm and 1pm to 4pm. The Fairplex Facility is available for rental (Sunday – Saturday), 6am – 12am. Events must end in accordance with the contracted end time. Date: _____ Initials: ____ B. Booking Events may book up to two years in advance of dates. No event will be scheduled on the event calendar until the appropriate deposit has been received (see Fee Schedule), and the "Rental Agreement" is signed by the person or organization requesting rental space and by Fairplex Management. ALL VENDORS (DJ. BAND, DECORATOR, CATERER, ETC.) MUST BE PRE-APPROVED BY FAIRPLEX MANAGEMENT, NO LATER THAN 30-DAYS PRIOR TO YOUR EVENT. Date: _____ Initials: _____ C. Deposits A damage deposit in the amount of \$450 is payable at the time the space is reserved. If rental fee equals \$899 or less, deposit will be 50% of that fee. "Tentative" holds for dates are not allowed. Deposits are never applied to fees. The deposit reserves the date, and will cover any damage or excessive cleaning resulting from the event. If no damages are incurred and no excessive cleaning is required, the full deposit will be refunded approximately four to six weeks after the event. An updated address is required for timely deposit returns. Deposit refunds will only be issued to the contractual "Lessee" (one person). The Lessee is responsible for the actions of all parties associated with event (band, DJ, caterer, decorator, etc.) and guests. Damages caused by these parties will result in loss of deposit. Date: _____ Initials: _____

D. Fees

Contracted rental space fees are due in full 30 days prior to the event. If payment is not received, the reserved date will be forfeited.

Additional charges will be assessed resulting from extended use, damage, abuse, or for using services beyond those approved in advance. Extended use charges include any time for management, maintenance, and security beyond that included in the agreement, including setup, takedown, and

	responsibility for such additional obligations and their settlement. Date: Initials:
E.	Early Access Option Lessee shall setup, decorate, takedown and clean during the hours specified in the signed contract. Early access for purpose of decorating/setup may be granted up to 18 hours prior to the contracted rental time by paying the Early Access fee of \$350. Early Access Fee must be paid in full 30 days prior to event date. Date: Initials:
F.	Cancellations In order to receive a deposit refund, less \$100 cancellation fee, notice must be received 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. Lessor reserves the right to cancel any event that has not met all criteria outlined in Fairplex General Limitations and Policies. Lessee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies. Date: Initials:

G. Security

Certified Peace Officers are required at all events serving alcohol and/or events hosting 100+ guests. It will be the responsibility of the Lessee to make arrangements with the Uvalde County Fairplex Rental Office and pay all fees associated with security. Security must be paid 30 days prior to your event date. Facility keys will NOT be provided to Lessee without payment of Security.

Uvalde County Sheriff Deputies are used for peace officer requirements at all Fairplex events having alcohol, and any event having over 100 guests. Scheduling of security is handled by the Uvalde County Fairplex Rental Office, located inside the Uvalde County Arena, 215 Veterans Lane. Please call 830-591-9040 to arrange security. The fee for Sheriff's Deputies is \$40/per officer, per hour. A 5-hour minimum is required. Number of Officers required as follows:

Number of	Number of Officers Required	Number of Officers Required
Attendees	Events with Alcohol	Events without Alcohol
0 – 100	2	0
101 – 300	2	2
301 – 450	2	2
451 – 600	TBD	TBD
601 – 750	TBD	TBD
751 and greater	TBD	TBD

If Fairplex Mar	agement, in its sole discretion, determines that additional	
supervision, se	ecurity or equipment (i.e. portable restrooms) is needed for any	
event, the Les	see shall provide extra personnel or equipment, at which the	
expense shall be borne solely by the Lessee.		
Date:	Initials:	

H.	Move-In and Move-Out/Setup Days Lessee shall setup, decorate, and takedown during the hours specified in the signed contract. The Lessee will be expected to remove all materials prior to departure. Lessee will be responsible for additional rental fees for any time the space is used before or after the time frame contracted. This includes stock move-in/move-out in Arena. Date: Initials:
I.	Decorations The Lessee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. The use of tape (on floors or walls), tacks, nails or staples is prohibited. Duct tape is strictly prohibited on floors or walls. PRO-GAFF tape may be used to mark floor areas, if needed. Command strips on walls are prohibited. Lessee will be responsible for any damage caused, and a forfeit in deposit refund may occur.
	Skittles and chewing gum are not allowed in candy bars or in decorations. Glitter and metallic foil confetti are NOT allowed. Please note than an excessive cleaning fee may be deducted from deposit if decorations containing glitter or confetti are used.
	Do not dispose of any decorations in sinks/drains. Keep ORI beads out of sinks. Lessee is responsible for drain clogs/backups and costs to repair. Only liquids (non-grease) are to be disposed of in sinks. Your caterer is responsible for the removal of all grease/charcoal from the property, immediately following the event.
	Do not place any decorations in or on the outdoor planters. County property including planters, vending machines and furniture should never be moved by anyone other than Fairplex Staff, and should be done so only with prior approval from Management.
	Do not dispose of any foreign substance on the property's landscape including the parking lot or grounds.
	Posters, stickers and any signage used during event must be pre-approved by Management prior to display and must be removed prior to departure. Date: Initials:
J.	Pyrotechnics No pyro or cold spark devices are allowed inside buildings, and only preapproved haze machines will be allowed. Date: Initials:

K. Keys

Facility keys will NOT be provided to Lessee without payment of Security. Keys to the rented space will be available for pick-up only during Fairplex Management/Rental Office hours of operation. MANAGEMENT OFFICE IS NOT OPEN ON SATURDAY OR SUNDAY.

	Keys MUST be returned to the Management Office or placed in the outdoor key box located at the entrance of the Uvalde County Arena, no later than 4pm on the first work-day following the event. Lost or unreturned keys will result in a \$150 deduction in deposit refund. Keys are NOT to be turned in to Fairplex Maintenance Staff at close of event. Renter is responsible for the safe return of the keys. Date: Initials:
L.	 Cleaning General: Lessee is responsible for the immediate removal of decorations linens, food/items from kitchen and personal property from rented space prior to departing the premises, at the contracted date/time. Please leave tables and chairs standing.
	The Fairplex is not responsible for any items left in the building after an event. Any maintenance issue should be reported to the Fairplex Management as soon as possible.
	2. Arena: All areas used during event must be left the way they were found Lessee is responsible for the immediate removal of decorations, signage, equipment and trash. A trash trailer is available on-site. Food/items and trash must be removed from concession and dining areas prior to departing the premises, at the contracted date/time. Trash left will result in loss of deposit.
	Any modification of chutes or panels inside of North or South arena must be put back as found. Failure to do so will result in loss of deposit. Date: Initials:
M.	 Inspections General: After the rental period, Fairplex Management will conduct a post-use inspection of the rented space and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, management will refund the security deposit to Lessee as outlined in <u>Section I. General Limitations</u>, C. <u>Deposits</u>.
	2. Arena: The facilities inspection will include north and south arenas, announcer box, meeting rooms, concession area, restrooms, and outside grounds. Damage found to chutes, panels, chairs, tables, equipment/appliances in concessions, etc. will result in loss of deposit. Uvalde County will pursue whatever actions necessary against negligence and excessive damage sustained to the Fairplex facility. Date: Initials:
N.	Insurance Requirements Any event in which alcohol is sold shall provide liquor liability insurance coverage. No less than \$1,000,000 liquor liability insurance policy required.

At the discretion of Fairplex Management, events may require proof of insurance as follows: User must maintain General Liability insurance

coverage	in the amount	of \$1,000,000 p	er occurrence.	A copy of the
insurance	e certificate mus	st be provided to	Fairplex Mana	igement at least
fourteen	(14) days prior	to the scheduled	d event.	
Date:	Initials:			

II. Policies and Procedures

A. Alcohol

Events selling alcohol will be charged \$500.00 as a commission to Uvalde County. Security will be required as outlined in <u>Section I. General Limitations</u>, <u>F. Security</u>. Serving of alcohol shall be discontinued 30 minutes prior to scheduled end of event.

B. Automobiles

Motorized vehicles will not be allowed on the concrete floor of the arena area without written authorization prior to the event. Protective material must be used to cover the floor area at the display point. Motorized vehicles are not allowed in the Event Center.

Wheeled toys such as skateboards, bicycles, etc. are prohibited from all venues.

C. Cooking On Grounds

Outdoor cooking on the premises must be pre-approved by Fairplex Management. When Kitchens are used, deposits may be forfeited due to damage, improper use of appliances and/or excessive cleaning required as a result of use. Food is NOT to be placed in ovens without use of proper pans to catch grease. Grills, fryers and open-flame cookers brought in by outside source are not allowed inside kitchens, and must remain outside of the building.

D. Electrical/Haze Machines, Pyrotechnics & Cold Sparks

Events with specific electrical needs (bands, DJ, vendors, bouncy house, water slide, etc.) must provide a request to Fairplex Management 30 days prior to the event. Only pre-approved haze machines allowed. No Pyro or Cold Sparks allowed inside venues.

E. Exit Doors & Fire Code

A 10' clearance on both sides of exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during events. All Fire Code discrepancy issues will be decided upon by Fairplex Management.

F. First Aid

Lessee may be required to provide, at the discretion of Fairplex Management, certified first aid personnel during the lease term. Lessee assumes total responsibility for the qualifications and actions of these first aid personnel. All incidents requiring first aid treatment shall be reported to Fairplex Management by the close of the event each day.

G. Freight

Freight delivered before an event must have permission from Fairplex Management. Any freight left after an event move out date or time will be charged a fee of \$100 per day.

H. Glass Containers

No glass containers, such as bottled individual beverages, are allowed on grounds of Fairplex. Glass bottles such as wine, champagne, etc. are allowed during events.

I. Internet Access

The venues at Uvalde County Fairplex have Wi-Fi internet access. The Uvalde County Fairplex disclaims any responsibility for the content of the material accessed over the internet. During use of internet services at Uvalde County Fairplex, sending or receiving patently offensive material is strictly prohibited. Uvalde County Fairplex reserves the right to refuse service to anyone.

J. Linens

The Fairplex does not provide linens for any event.

K. Services Provided

A member of the Fairplex Maintenance Staff will be on duty during the entire event and will arrive one hour prior to the start time of the event. The staff member will be available to provide information and assist with lighting, temperature control and unforeseen mechanical issues. They will not be available to serve, decorate, provide supplies, or otherwise be involved in the event or the takedown and cleanup.

Tables and chairs will be provided, however, the Lessee is responsible for the setup and arrangement. Staging and stage setup for your event is available for no additional cost, in the Commissioners Auditorium. A fee of \$150 is required for the use of staging and stage setup in the Stardust Pavilion. Fairplex staff will assemble staging prior to your event, per your direction.

L. Smoking

Smoking and vaping are prohibited in all facilities at the Uvalde County Fairplex, except in designated, outdoor areas where cigarette receptacles are located.

M. RV Parking

RV space is available on a limited, first-come basis. The rental fee is \$40 per day, per RV.

N. Non-Assignment

Lessee may not transfer or assign this Agreement nor sublease the rented space nor allow use of the rented space other than as herein specified without the express written consent of Lessor.

O. Compliance

Fairplex Management reserves the right to deny the use or the continued use of its facilities to any person or organization not complying with Fairplex Policies and Procedures. Lessee shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Fairplex or any other form of violation.

P. Hold Harmless Agreement

By signing this agreement the Lessee agrees that Uvalde County, its officials, its members, managers, and their respective assignees are not responsible for any injury, theft, damage, or losses to property, persons, or animals incurred during this event.

Q. Civil Practice And Remedies Code

"UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES."

R. Indemnification of Uvalde County Fairplex

Lessee bears full responsibility for his attendees; accordingly, Lessee shall indemnify Uvalde County, it employees, its officials, its members, managers and their respective assignees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Lessee's rental of the premises.

S. Limitation of Liability

The maximum liability of Uvalde County under this contract shall be the return of the sums paid by Lessee.

T. Amendments

The terms specified herein constitute the entire agreement between the parties. The Uvalde County Fairplex shall be not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Management shall not have any authority to amend this contract, except in writing.

U. No Warranty

Uvalde County does not warrant that the Fairplex is suitable for any particular purpose, nor warrant any condition on the premises. The Lessee agrees that he/she has had an opportunity to examine the premises; that the Fairplex is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.

V. Incorporation of Legal Documents

The Uvalde County Fairplex reserves all rights under its governing documents and the law to enforce the terms of this Agreement. In addition, the Lessee shall bear full responsibility of all attorney fees and costs incurred by Uvalde County to enforce this contract. If Uvalde County must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.

W. Choice of Law/Venue

The parties shall interpret and enforce this contract in accordance with the law of the State of Texas. Any claim or cause of action arising out of or connected with the Agreement shall be adjusted in either the U.S. District Court of the Western District of Texas or the District or County Court of Uvalde County, Texas.

X. Civil Rights

It is Fairplex policy that the use of the facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, creed, color, sex, national origin, age or condition of handicap.

Y. Right to Refuse Service

Uvalde County Fairplex Management reserves the right to deny any event, activity or equipment in its sole and absolute discretion. Additionally, Uvalde County reserves the right, in its sole and absolute discretion, to deny any guest of the Lessee access to the Fairplex.

I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF FAIRPLEX FACILITIES, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

RENTER:	
Name:	
Title:	
Signature:	
Data	
Date:	
	UNTY FAIRPLEX:
UVALDE CO	
UVALDE CO Name: Title:	UNTY FAIRPLEX:

Uvalde County Fairplex, 215 Veterans Lane, Box 13, Uvalde, Texas 78801, (830) 591-9040, fairplex@uvaldecounty.com

11. CONSIDER AND ACT UPON OFFICE LEASE AGREEMENTS FOR JP 2, JP 3 AND COUNTY ATTORNEY

Current lease agreement expire o	n September 30	. The attached	renewals
are presented for consideration.			

 Commissioner	Yeackle
 Commissioner	Pargas
 Commissioner	Bates
Commissioner	Garza



LEASE AGREEMENT

This lease agreement is entered into by Michael Story, hereafter known as "Lessor" and the County of Uvalde, hereafter known as the "Lessee."

"Lessor" agrees to lease "Lessee" premises located in Sabinal, Uvalde County, Texas to be used by the County of Uvalde as the office of Justice of the Peace, Precinct 2. "Lessor" agrees to pay all utility cost with the exception of telephone and internet service.

The premises to be leased is 900 square feet located in a one story framed building situated at 211 Front Avenue, Sabinal, Texas.

The lease agreement is for a period of twelve months beginning October 1, 2024 and ending on September 30, 2025. This agreement may be terminated at any time by the "Lessor" or the "Lessee" by giving a 30 day written notice.

The amount of the lease shall be \$1,100.00 monthly payable on the first of each month.

APPROVED by the Uvalde County Commissioners Court on this the ____ day of September, 2024.

Michael Story, Owner

P.O. Box 1423

Uvalde, Texas 78801

(830) 591-8651

WILLIAM R. MITCHELL UVALDE COUNTY JUDGE Uvalde County Courthouse Uvalde, Texas 78801



LEASE AGREEMENT

This lease agreement is entered into by Sterling Boyce, hereafter known as "Lessor" and the County of Uvalde, hereafter known as the "Lessee."

"Lessor" agrees to lease to "Lessee" premises located in Utopia, Uvalde County, Texas to be used by the County of Uvalde as the office of the Justice of the Peace, Precinct 3. "Lessor" agrees to pay all utility cost for water, electric and butane gas.

The premises to be leased is 800 square feet located in a one story framed building situated on Main Street in Utopia, Texas.

The lease agreement is for a period of twelve months beginning October 1, 2024 and ending on September 30, 2025. This agreement may be terminated at any time by the "Lessor" or the "Lessee" by giving a 30 day written notice.

The amount of the lease shall be \$900.00 monthly payable on the first of each month.

APPROVED by the Uvalde County Commissioners Court on the ____ day of <u>September</u>, <u>2024</u>.

Sterling Boyce, Owner

P.O. Box 189

Utopia, Texas 78884

(830) 426-9175

WILLIAM R. MITCHELL UVALDE COUNTY JUDGE Uvalde County Courthouse Uvalde, Texas 78801



TERMS AND DEFINITIONS

Date:

October 1, 2024

Landlord:

John P. Dodson and wife, Kyla J. Dodson

Address:

318 East Nopal Street, Uvalde, Uvalde County, Texas 78801

Tenant:

John P. Dodson, Uvalde County Attorney

Address:

318 East Nopal Street, Uvalde, Uvalde County, Texas 78801

Premises:

Approximately 2166 square feet including a 723 square foot area exclusive to Tenant and a 1443 square foot area common to Landlord and Tenant. The common area rent is calculated at 1/3 of the rate per square foot of the exclusive area plus paved parking.

Landlord:

John P. Dodson and wife, Kyla J. Dodson

Address:

318 East Nopal Street

City, State, Zip:

Uvalde, Texas 78801

Base Rent Monthly: One Thousand Six Hundred Fifty Seven and 90/100 Dollars (\$1,657.90)

Commencement Date:

October 1, 2024

Termination Date:

September 30, 2025

*Or when John P. Dodson vacates the office of Uvalde County Attorney, whichever comes first. *

Use: Office of the Uvalde County Attorney

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees or visitors

"Essential Services" means heating, ventilating, air conditioning, water and utility connections necessary for occupancy of the premises for the use stated above.

LEASE CLAUSES AND COVENANTS

A. Tenant Agrees To:

- 1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
- 2. Accept the premises in their present condition "as is", the premises being currently suitable for Tenant's intended use.
- 3. Obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the premises including the rules and regulations of the building adopted by Landlord.
- 4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
- 5. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises and show the premises to prospective purchasers or tenants.
- 6. Repair any damage to the premises caused by Tenant.
- 7. Submit in writing to Landlord any request for repairs, replacement and maintenance that are the obligations of Landlord.
- 8. Maintain insurance on Tenant's personal property.
- 9. Indemnify, defend and hold Landlord harmless from any loss, attorney's fees, expenses or claims arising out of use of the premises.
- 10. Vacate the premises on termination of this lease.

B. Tenant Agrees Not To:

- 1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.
- 2. (A) Create a nuisance, (B) interfere with any other tenant's normal business operations or Landlord's management of the building, (C) permit any waste or (D) Use the premises in any way that is extra hazardous, would increase insurance premiums or would void insurance on the building.
- 3. Change Landlord's lock system.
- 4. Alter the premises
- 5. Allow a lien to be placed on the premises.
- 6. Assign this lease or sublease any portion of the premises.

C. Landlord Agrees To:

- 1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.
- 2. Obey all laws, ordinances, orders, rules and regulations applicable to the use, condition and occupancy of the building.
- 3. Provide normal utility service connections to the building.
- 4. Provide janitorial service for the premises.

- 5. Repair, replace, maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, windows and (e) other structures or equipment serving the premises.
- 6. Insure the building against all risks of direct physical loss; Tenant will have no claim to any proceeds of Landlord's insurance policy.

D. Landlord Agrees Not To:

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.

E. Landlord And Tenant Agree To The Following:

- 1. Alterations. Any physical additions or improvement to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear and tear excepted.
- 2. <u>Abatement.</u> Tenants covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.
- 3. Release of Claims/Subrogation. Landlord and Tenant release each other from any claim by subrogation or otherwise for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
- 4. <u>Notice to Insurance Companies.</u> Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
- 5. Casualty/Total Or Partial Destruction. (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord or the casualty, Tenant may terminate his lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant and option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as provided in (a) above. (c) To the extent premises are untenantable after the casualty and the damage was not caused by the Tenant, the rent will be adjusted as may be fair and reasonable.

- 6. Condemnation/Substantial Or Partial Taking. (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
- 7. <u>Default By Landlord/Events.</u> Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.
- 8. <u>Default By Landlord/Tenant's Remedies.</u> Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for thirty days after default, terminate the lease.
- 9. <u>Default by Tenant/Events.</u> Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
- 10. <u>Default by Tenant/Landlord's Remedies.</u> Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may re let the premises on behalf of Tenant and receive the rent directly by reason of the re letting, and Tenant agrees to reimburse Landlord for any expenditures made in order to re let; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.
- 11. <u>Default/Waiver/Mitigation</u>. It is not a waiver of default if the non defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
- 12. <u>Holdover.</u> If Tenant does not vacate the premises following termination of this lease, Tenant shall be a Tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.
- 13. <u>Alternative Dispute Resolution</u>. Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.
- 14. Attorney's Fees. If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

- 15. Venue. Venue is in Uvalde County, Texas.
- 16. Entire Agreement. This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.
- 17. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- 18. <u>Limitation of Warranties</u>. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.
- 19. Notices. Any notice required by this lease shall be deemed to be delivered, whether or not actually received, when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.
- 20. <u>Abandoned Property.</u> Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

LANDLORD:	TENANT:
Ohn P. Dodson or	John P. Dodson
Kyla J. Dodson	Uvalde County Attorney
APPROVED in Commissioners Court on this	the day of <u>SEPTEMBER</u> , <u>2024</u>
	WILLIAM R. MITCHELL UVALDE COUNTY JUDGE

12. CONSIDER AND ACT UPON ORDER AUTHORIZING SALE OF FIREWORKS FOR DIWALI

The	Commissioners	Court	has	the	authority	to	authorize	the	sale	of
firev	vorks during the	Diwali	peri	od o	f October	30 -	November	3.		

Commissioner Yeackle
Commissioner Pargas
Commissioner Bates
Commissioner Garza



OCTOBER 25-MIDNIGHT, NOVEMBER 3)

DEADLINE TO ADOPT ORDER: OCTOBER 14, 2024

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for Diwali (October 30 – November 3).

If the court decides to permit the sale of fireworks during the Diwali period, the order must be adopted <u>before</u> October 15. If the court does not wish to permit the sale of fireworks during this period, no action is required.

Please note the distinction between this law (Occupations Code, §2154.202(h)), which allows the commissioners court at its discretion to permit fireworks sales for the holiday period and the other law (Local Government Code, §352.051) which requires the court to take action to restrict or prohibit sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the Diwali period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for Diwali, it may **restrict or prohibit** the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

Under Local Government Code §352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A copy of Local Government Code §352.051, and the portions of the Occupations Code that define and explain permitted and prohibited fireworks, are available online at county.org/fireworks. A sample order authorizing the sale of fireworks during this period is provided on the following page. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

13. CONSIDER AND ACT UPON FINAL SALES REPORT FOR COUNTY SURPLUS PROPERTY AUCTION

On September 14 the County held at auction to dispose of unused or not needed county equipment. The auction netted \$7,712.97.

Commissioner Yeackle
Commissioner Pargas
Commissioner Bates
Commissioner Garza

CHARLIE WALLER AUCTIONS	1196
PO BOX 1717 UVALDE, TX 78802	Date 9/16/24 88-240/1149
Pay to the Uvalde Count	ty \$7,712.92
Leven thousand seven	hundred twolved pollars a minimum
* FIRST STATE BANK OF UVALDE	
FOR 9/14/24 - Surplus auction	Charlie Waller.
1:1149024051: 1196#91330	18"

CHARLIE WALLER AUCTIONS P.O. BOX 1771--UVALDE, TX 78802 (830)591-8765

charliewaller830@aol.com

AUCTION SETTLEMENT SHEET FOR: AUCTION—September 14, 2024 COUNTY OF UVALDE

TOTAL SALES:

\$9,928.00

Less 20 % commission:

\$1,985.60

Less advertisement:

Uvalde Leader News: \$132.00

Jet Press: 97.43

TOTAL \$229.43

Amount owed to County of Uvalde: \$7,712.97

Check # <u>1196</u>, Sept. 15, 2024—paid to Uvalde County (\$7,712.97)

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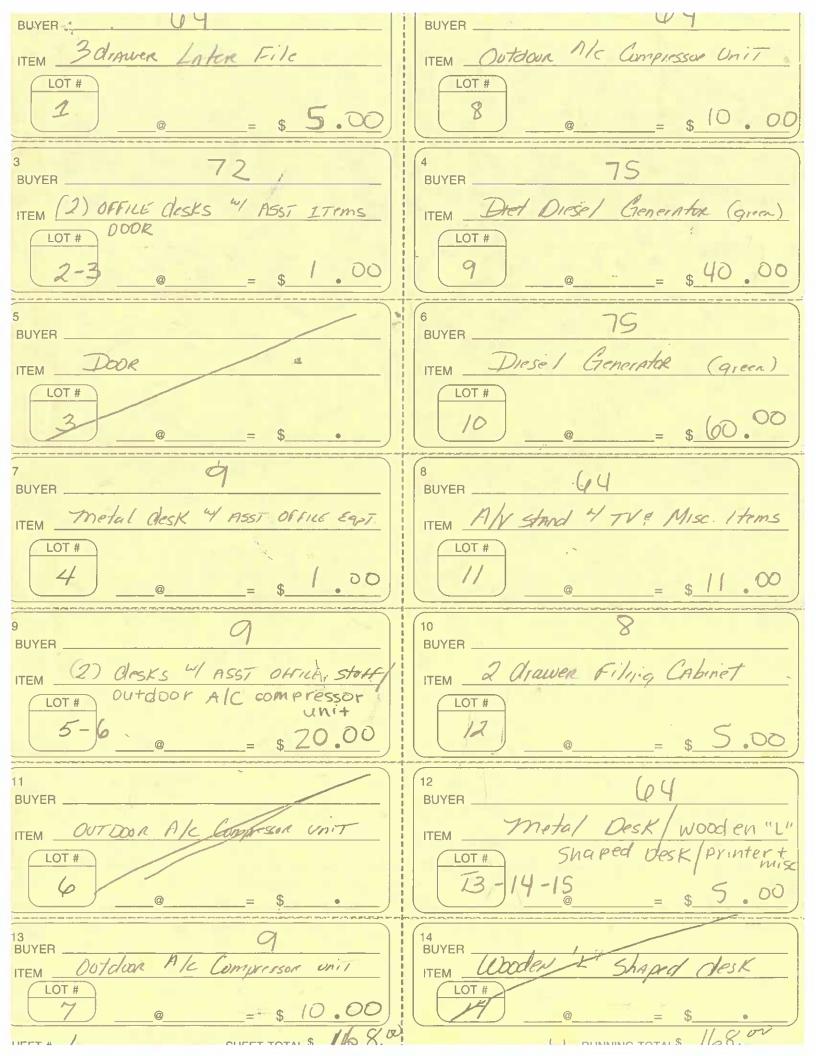
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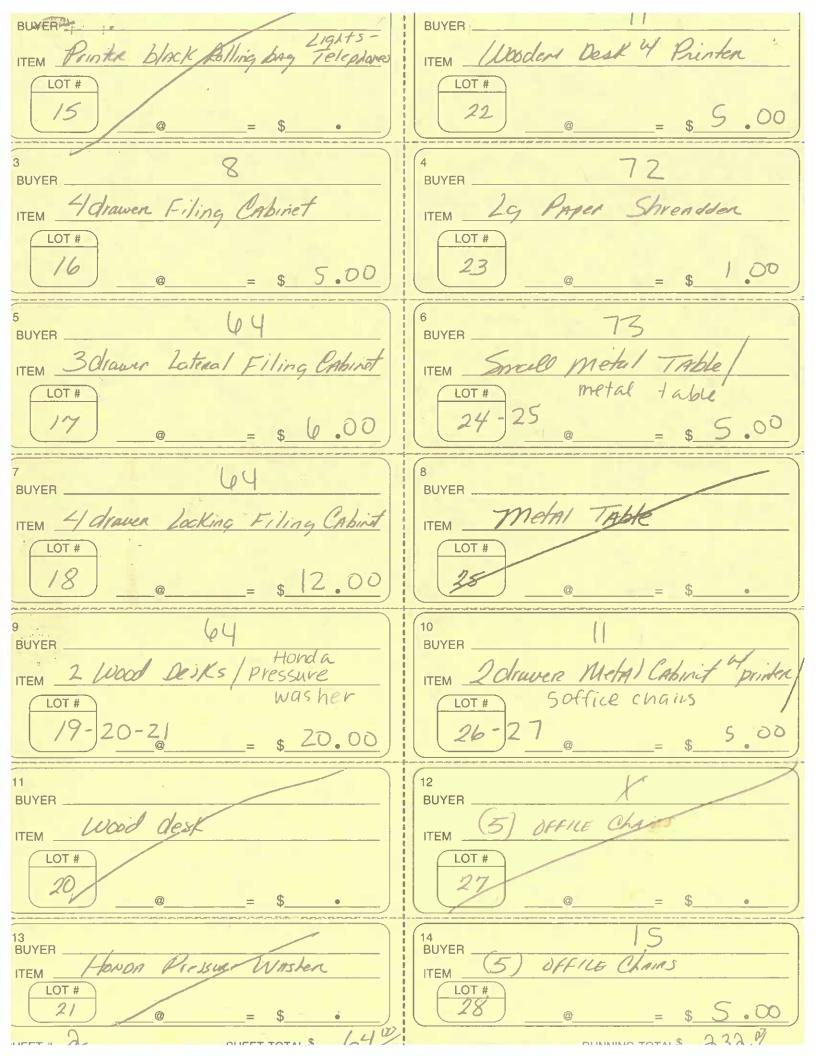
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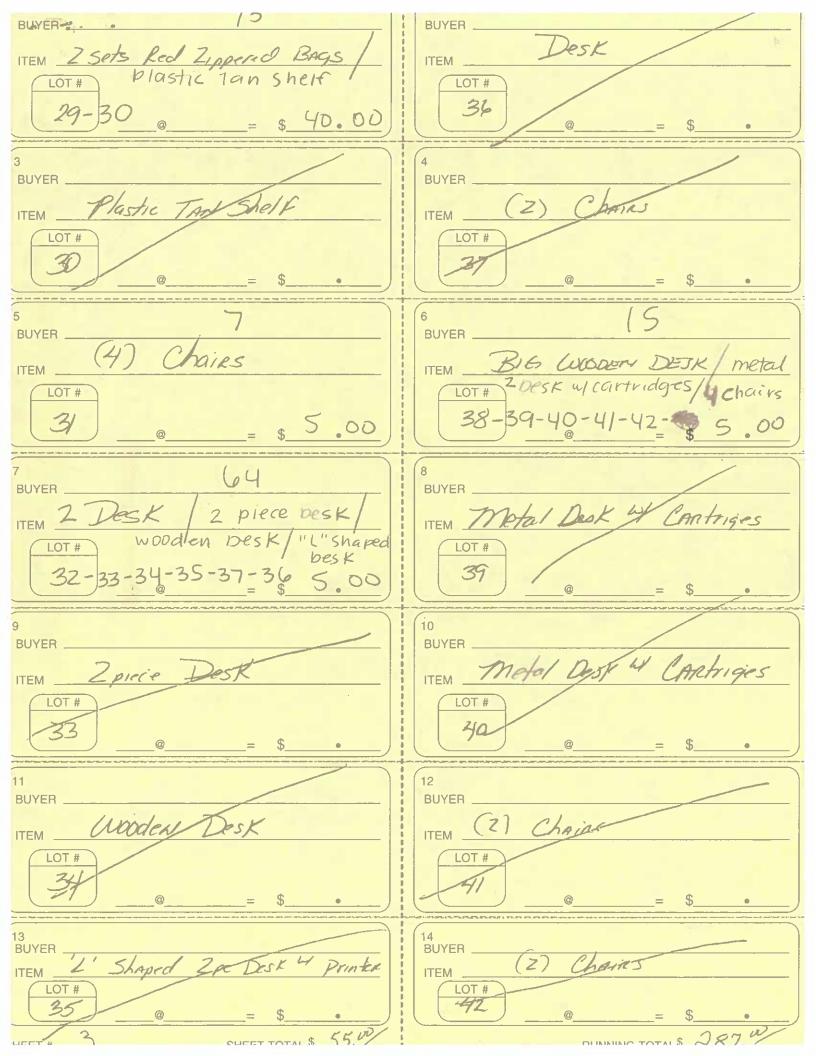
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BUYER REGISTRATION

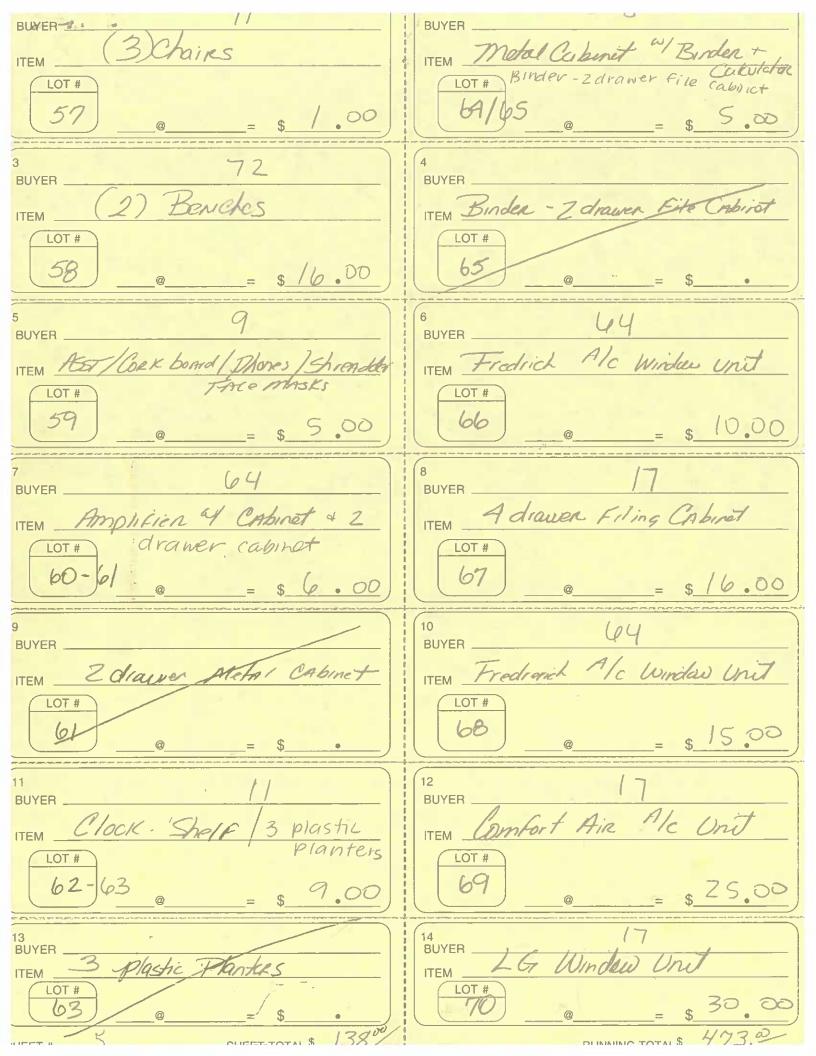
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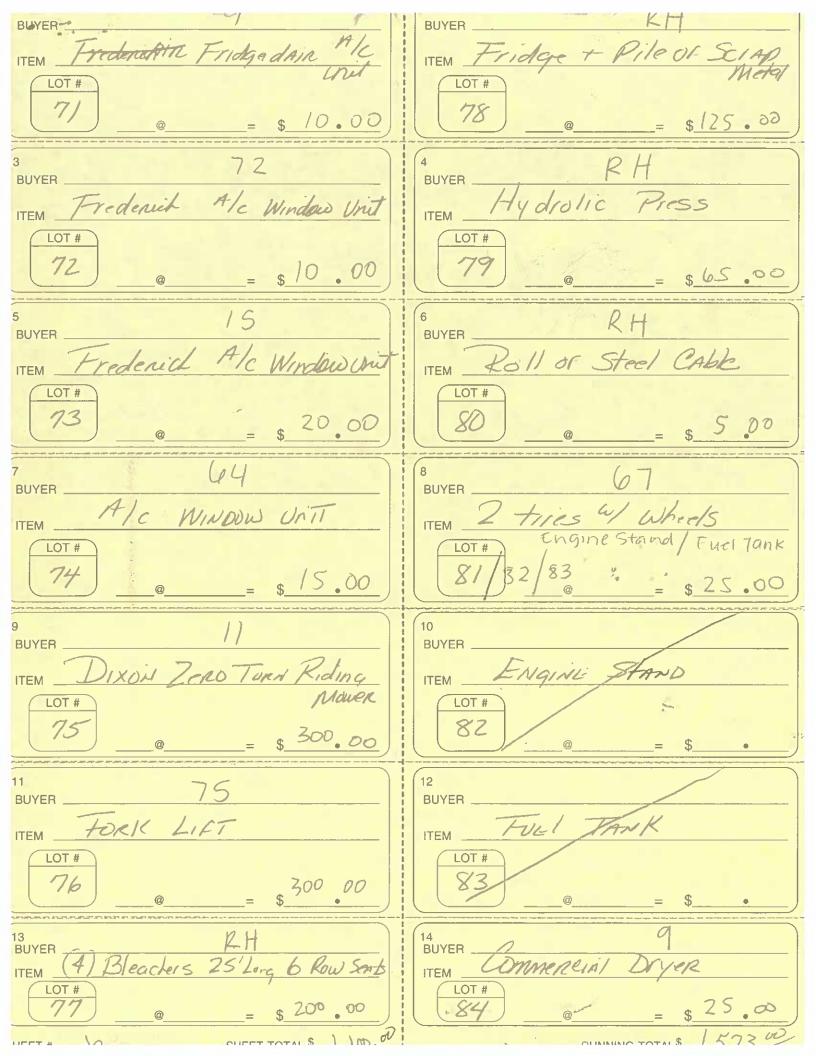


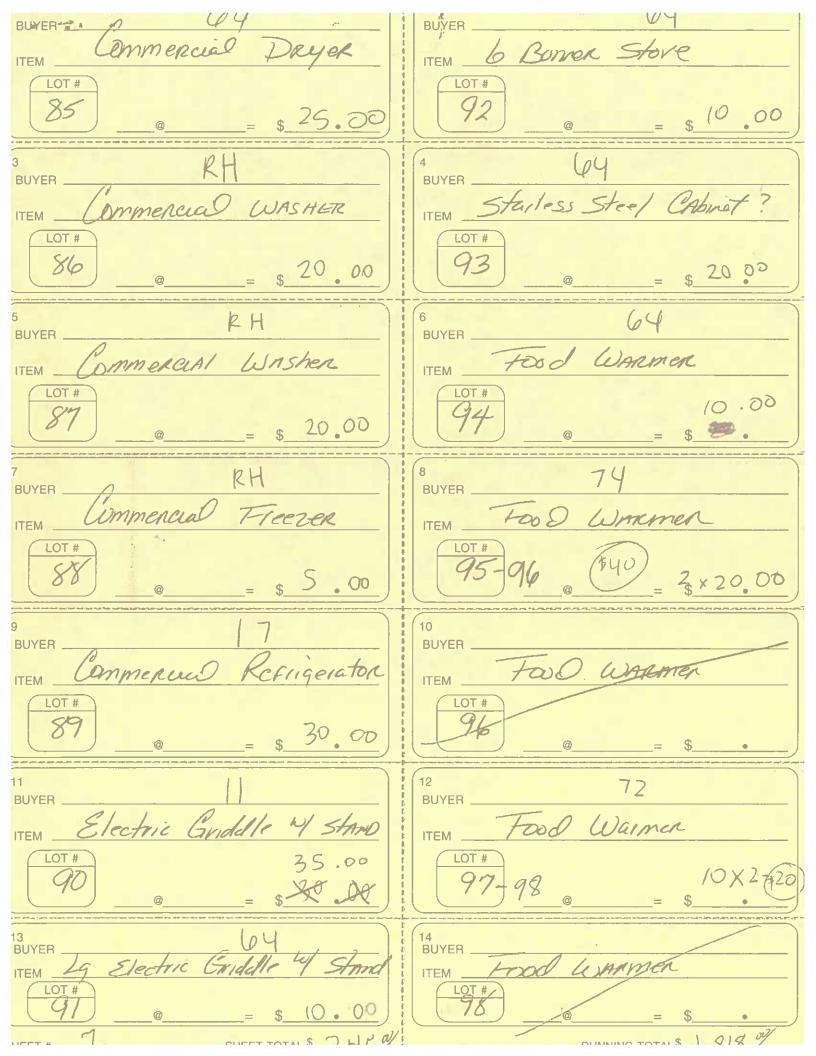














14. CONSIDER AND ACT UPON ROAD ADMINISTRATORS REPORT

_____Commissioner Yeackle
_____Commissioner Pargas
_____Commissioner Bates
Commissioner Garza

UVALDE COUNTY ROAD DEPT. 2023-2024

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

Date	Num	Account	Amount
1 PRECINT ONE Total 1 PRECINT (ONE		
2 PRECINT TWO	JNL		
09/13/2024	UVLDE ESTAT	PATCHING POT HOLES	500.04
09/13/2024	UVLDE ESTAT	PATCHING POT HOLES	930.07
09/17/2024	204,203	PATCHING POT HOLES	785.08
09/18/2024	204,UV ESTA	PATCHING POT HOLES	1,575.92
Total 2 PRECINT 1	rwo		3,791.11
3 PRECINT THRE	E 312A	MULCH BRUSH	547.36
09/05/2024 09/05/2024		RAISE BURN BAN SIGNS	239.28
09/05/2024	SAB,CNC,UTO 348,350	PATCHING POT HOLES	622.28
09/05/2024	342,309	FIX WASHOUTS	1,033.32
09/05/2024	352	BLADE ROAD	1,042.40
09/06/2024	339	BLADE ROAD	1,765.71
09/06/2024	312A	MULCH BRUSH	547.36
09/06/2024	357	CUT GRASS	300.42
09/06/2024	354	PATCHING POT HOLES	964.08
09/06/2024	352 TO 379	MOVE EQUIPMENT	1,040.08
09/06/2024	372	MOVE EQUIPMENT	211.58
09/09/2024	312A	MULCH BRUSH	547.36
09/09/2024	339	MOVE EQUIPMENT	633.00
09/09/2024	379	BLADE ROAD	2,100.48
09/09/2024	354	PATCHING POT HOLES PATCHING POT HOLES	1,012.16 1,007.08
09/09/2024 09/09/2024	354 UTOPIA YARD	CUT GRASS	414.80
09/10/2024	364	BLADE ROAD	1.042.40
09/10/2024	379 TO 364	MOVE EQUIPMENT	1,040.08
09/10/2024	UTOPIA YARD	MOVE EQUIPMENT	247.27
09/11/2024	356 TO 407	MOVE EQUIPMENT	520.04
09/11/2024	356	LAY OIL ON ROAD	335.12
09/11/2024	356	PAVE ROAD	790.84
09/12/2024	356	HAUL MATERIAL	1,291.16
09/12/2024	UTOPIA	PATCHING POT HOLES	665.28
09/12/2024	356	HAUL MATERIAL	2,368.95
09/12/2024	407	BLADE ROAD	1,507.81
09/12/2024	356	LAY OIL ON ROAD	335.12 251.12
09/13/2024	UTOPIA YARD UTOPIA	MOVE EQUIPMENT PATCHING POT HOLES	936.48
09/13/2024 09/13/2024	UTOPIA	HAUL WATER	343.28
09/13/2024	UTOPIA YARD	HAUL MATERIAL	1.083.08
09/16/2024	373	PATCHING POT HOLES	1,115.12
09/16/2024	KNIPPA	PATCHING POT HOLES	670.04
09/17/2024	318	PATCHING POT HOLES	878.38
09/17/2024	356	LEVEL UP ROAD	2,059.48
09/18/2024	364 TO 111	MOVE EQUIPMENT	1,040.08
09/18/2024	383	BLADE ROAD	1,737.28
Total 3 PRECINT			34,287.16
4 PRECINT FOUR	•	PP0011 PC17	
09/05/2024	417	BROOM ROAD	553.32
09/05/2024	428	PATCHING POT HOLES	985.58 131.22
09/05/2024	COUNTY YARD	LOAD ASPHALT FIX BUMP GATE	365.52
09/05/2024 09/06/2024	405,415 COUNTY YARD	LOAD ASPHALT	262.44
09/06/2024	405, 415	GREASE BUMP GATE	346.88
09/06/2024	429	PATCHING POT HOLES	622.28
09/09/2024	407	MOVE EQUIPMENT	633.00
09/09/2024	COUNTY YARD	LOAD ASPHALT	131.22
09/10/2024	411	PATCHING POT HOLES	887.07
09/10/2024	407	SPREAD MILLINGS	2,879.46
09/10/2024	COUNTY YARD	LOAD MILLINGS	524.88
09/11/2024	407	SPREAD MILLINGS	2,997.29
09/11/2024	COUNTY YARD	LOAD MILLINGS	393.66
09/12/2024	COUNTY YARD	LOAD ASPHALT	262.44
09/12/2024	411,412 NC	PATCHING POT HOLES	785.08

UVALDE COUNTY ROAD DEPT. 2023-2024

09/19/24

Pct 1 = 5% County Roads · Pct 2 = 9% County Roads Pct 3 = 61% County Roads · Pct 4 = 25% County Roads

Date	Num	Account	Amount
09/13/2024	407	BLADE ROAD	1,851.09
09/13/2024	COUNTY YARD	LOAD ASPHALT	131,22
09/16/2024	COUNTY YARD	LOAD ASPHALT	131.22
09/16/2024	407	BLADE ROAD	1,790.75
09/17/2024	407	BLADE ROAD	1,765.71
09/18/2024	407	BLADE ROAD	1,186.19
09/18/2024	407 TO 328	MOVE EQUIPMENT	345.22
Total 4 PRECINT FOUR			19,962.74
TOTAL			58,041.01

15. CONSIDER AND ACT UPON LINE ITEM BUDGET AMENDMENTS

Commissioner	Yeackle
Commissioner	Pargas
 Commissioner	Bates
Commissioner	Garza

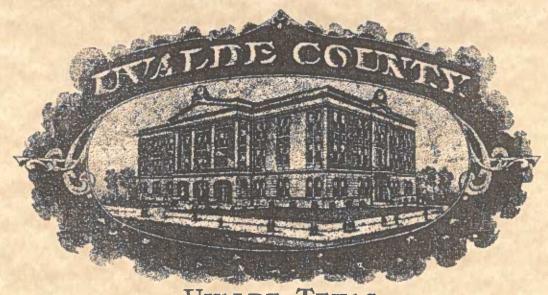
16. CONSIDER AND ACT UPON APPROVAL OF MONTHLY REPORTS

_____Commissioner Yeackle
_____Commissioner Pargas
_____Commissioner Bates
Commissioner Garza

17. CONSIDER AND ACT UPON PAYMENT OF BILLS

Commissioner	Yeackle
Commissioner	Pargas
Commissioner	Bates
Commissioner	Carza

18. CONSIDER AND ACT UPON RESOLUTIONS/PROCLAMATIONS

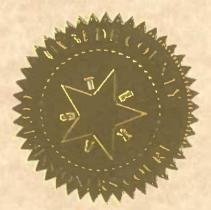


UVALDE, TEXAS

RESOLUTION

- WHEREAS, The family and many friends of BERTA RAMIREZ an esteemed citizen of Uvalde County, were profoundly saddened by her death; and
- WHEREAS, Throughout her life, this outstanding individual contributed in countless ways to the betterment of Uvalde County; and although her warmth, intelligence and energy will be greatly missed, her memory will live on in the hearts of all who knew her; now therefore, be it
- RESOLVED That the Uvalde County Commissioners Court hereby honor the memory of BERTA RAMIREZ and extend sympathy to the members of the family; and be it further
- RESOLVED That official copies of the resolution be prepared for the members of her family and when the Uvalde County Commissioners Court adjourns this day, it do so in the memory of BERTA RAMIREZ.

APPROVED on this the 23RD day of SEPTEMBER, 2024.



WILLIAM R. MITCHELL UVALDE COUNTY JUDGE

DONNA M. WILLIAMS

UVALDE COUNTY CLERK