



## MINUTES

BE IT REMEMBERED that on the 22<sup>nd</sup> day of February, 2021, 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*  
John Yeackle, *Commissioner Pct. #1*  
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 conference utilizing Zoom were: *County Treasurer* Joni Deorsam, *County Auditor* Alice Chapman, *Sheriff* Ruben Nolasco, *Tax Assessor Collector* Rita Vertuyft, *County Extension Agent* Samantha Korzekwa Shannon, *Road Administrator* Dee Kirkpatrick, *Assistant Auditor* Frankie Aguilar, Clay Binford with *McCall, Parkhurst & Horton LLP*, Andrew T. Friedman with *SAMCO Capital Markets Inc.*, Mark McLiney with *SAMCO Capital Markets Inc.* and Julye Keeble with *Uvalde Leader News*.

Absent: Mariano Pargas, *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 February 22, 2021 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 Yeackle to approve the minutes of February 8, 2021.

Seconded by Commissioner Bates.

Motion carried (3-0).

**3. Consider and act upon an order authorizing the issuance of county's general obligation refunding bonds, series 2021; levying an annual ad valorem tax within the limits prescribed by law for the payment of bonds; authorizing other matters in connection with foregoing (including execution of necessary and related agreements); and providing an effective date:**

Andrew T. Friedman with SAMCO Capital Markets Inc. as financial advisor to the County of Uvalde outlined the refunding results and the negotiated interest rate with First State Bank of Uvalde serving as the paying agent for the discharge and final payment of the Refunded Obligations for debt service savings and payment of the costs of issuance of the general

obligation refunding bonds for the GO Refunding Bonds, Series 2016 pursuant to the provisions of the Texas Government Code, Chapter 1207 in the amount of \$9,000,000.00 bearing an interest rate of 1.25% - 2.65% with a final maturity in 2034. The certificates of obligation will be payable from the levy of an annual ad valorem tax within the limitations prescribed by law upon all taxable property within the County of Uvalde.

Motion by Commissioner Yeackle to approve the order authorizing the issuance of Uvalde County Texas General Obligation Refunding Bonds, Series 2021.

Seconded by Commissioner Garza.

Motion carried (3-0).

**4. Consider and act upon resignation of County Extension Agent Samantha Korzekwa:**

County Extension Agent Samantha Korzekwa Shannon requested consideration from the Court on her letter of resignation as the Uvalde County Extension Agent with an effective date of Friday, February 26, 2021 citing the opportunity to return to her home town in Wilson County.

Motion by Commissioner Bates to accept the letter of resignation of Samantha Korzekwa Shannon.

Seconded by Commissioner Yeackle.

Motion carried (3-0).

**5. Consider and act upon annual racial profiling reports filed by County Constables:**

The Court considered the submission of racial profiling reports submitted for approval by Constable, Pct. 1 Johnny J. Field, Constable, Pct. 2 Weldon McCutchen, Constable, Pct. 3 Robert K. Cook, Constable, Pct. 4 David Valdez and Constable, Pct. 6 Emmanuel Zamora as required in the Texas Code of Criminal Procedure §2.132 requiring the governing body of each county or municipality served by an agency certified under the Texas Commission on Law Enforcement if the agency is an agency of a county, municipality or other political subdivision of the state to provide an annual policy and report that clearly defines acts constituting racial profiling.

Motion by Commissioner Garza to approve the racial profiling reports submitted by the Uvalde County Constables, as presented.

Seconded by Commissioner Bates.

Motion carried (3-0).

**6. Consider and act upon annual racial profiling report filed by County Sheriff:**

The Court did not receive a racial profiling report from the Uvalde County Sheriff. This agenda item will be considered at a future meeting of the Court.

No action taken.

**7. Consider and act upon copy machine contracts:**

Assistant Auditor Frankie Aguilar presented to the Court three proposed state contracts with Xerox for consideration and approval from the Court for leased copy machines for the County Treasurer, District Clerk and County Clerk. All three contracts are in the amount of \$258.07 monthly for a lease term of 36 months with a combined cost savings of \$275.97 per month.

Motion by Commissioner Bates to approve all three state contracts with Xerox.  
Seconded by Commissioner Yeackle.  
Motion carried (3-0). Exhibits A, B and C.

**8. Consider and act upon Road Administrators report:**

Road Administrator Dee Kirkpatrick informed the Court that the Road Department cleaned cattle guards on County Road 336, replaced signs throughout the County and replaced speed bumps in the Uvalde Estates and hauled off old ashes in the lower county yard to the landfill.  
No action taken.

**9. Consider and act upon line item budget amendments:**

No amendments were presented to the court for consideration at this time.  
No action taken.

**10. Consider and act upon payment of bills:**

Motion by Commissioner Garza to approve payment of bills with “Order of Disbursement of Salaries and Routine Office Expenses” pursuant to Senate Bill 354 of the 86<sup>th</sup> Legislative Session approved in Commissioner Court on June 10, 2019 as presented to the Court by Auditor Alice L. Chapman.  
Seconded by Commissioner Bates.  
Motion carried (3-0).

**11. Consider and act upon payroll approval:**

Motion by Commissioner Garza to approve payroll with “Order of Disbursement of Salaries and Routine Office Expenses” pursuant to Senate Bill 354 of the 86<sup>th</sup> Legislative Session approved in Commissioner Court on June 10, 2019 as presented to the Court by Auditor Alice L. Chapman.  
Seconded by Commissioner Bates.  
Motion carried (3-0).

**12. Consider and act upon approval of monthly reports:**

Monthly reports on file for review in the office of the Uvalde County Clerk were presented to the Court for consideration and approval.  
Motion by Commissioner Bates to approve monthly reports.  
Seconded by Commissioner Garza.  
Motion carried (3-0).

**13. Consider and act upon resolutions and proclamations:**

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

Oscar "Shotgun" Albarado †  
Elisa Bonilla †  
Sostenes Gutierrez, Jr. †  
June W. Hawkes †  
Elaine Kruse †  
Maria De Jesus Navarro †  
Evangelina Overstreet †  
Mark Ramirez †  
Claudia Louise Robinson Trees †  
Donnegan Willemin, II †

With no further business, the meeting of February 22, 2021 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.



**Lease Agreement**

Customer: UVALDE, COUNTY OF

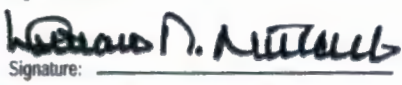
Bill To: COUNTY OF UVALDE  
 COUNTY TREASURER  
 COURTHOUSE BOX 16  
 100 N GETTY ST  
 UVALDE, TX 78801-5239

Install: COUNTY OF UVALDE  
 TREASURER DEPT  
 COURTHOUSE BOX 16  
 100 N GETTY ST  
 UVALDE, TX 78801-5239

State or Local Government Negotiated Contract : 072804700

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8155H (XEROX C8155H)	<ul style="list-style-type: none"> <li>- Br Booklet Mk-2/3 Hp</li> <li>- Envelope Tray</li> <li>- 1 Line Fax</li> <li>- Convenience Stapler</li> <li>- Wireless Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 36 months Purchase Option: FMV	- Xerox C8045 S/N 8TB575455 Trade-In as of Payment 36
			Requested Install Date: 3/12/2021

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Impressions	Volume Band	Per Print Rate	
1. C8155H	\$258.07	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$258.07	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.  Signer: William R Mitchell      Phone: (830)278-3216  Signature: _____      Date: February 27, 2021	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Jacqueline Rendon</b> (830)591-0500 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by

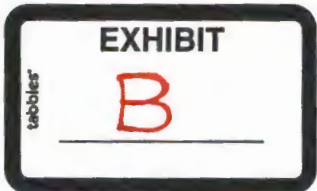
payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed.



**Lease Agreement**



Customer: UVALDE, COUNTY OF


**Bill To:** COUNTY OF UVALDE  
 DISTRICT CLERK  
 COURTHOUSE BOX 15  
 100 N GETTY ST  
 UVALDE, TX 78801-5239

**Install:** COUNTY OF UVALDE  
 DISTRICT CLERK  
 COURTHOUSE BOX 15  
 100 N GETTY ST  
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State or Local Government Negotiated Contract : 072804700

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8155H (XEROX C8155H)	<ul style="list-style-type: none"> <li>- Br Booklet Mk-2/3 Hp</li> <li>- Envelope Tray</li> <li>- 1 Line Fax</li> <li>- Convenience Stapler</li> <li>- Wireless Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 36 months Purchase Option: FMV	- Xerox B8045 S/N Y4X840469 Trade-In as of Payment 36
			Requested Install Date: 3/12/2021

Monthly Pricing					
Item	Lease Minimum Payment	Metric	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8155H	\$258.07	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
<b>Total</b>	<b>\$258.07</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.  Signer: William R Mitchell      Phone: (830)278-3216  Signature:  Date: <u>February 27<sup>th</sup> 2021</u>	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Jacqueline Rendon</b> (830)591-0500  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



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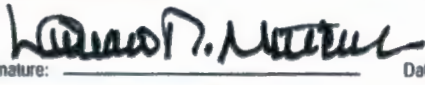
Bill To: COUNTY OF UVALDE  
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**COMMISSIONERS COURT ORDER**

On this the 8<sup>th</sup> day of March, 2021, came to be heard the Uvalde County Commissioners Court Minutes of February 22, 2021 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

\_\_\_\_\_  
John Yeackle, 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