



COMMISSIONER'S COURT MINUTES
APRIL 15 REGULAR TERM, A.D. 2020

- 1. CALL TO ORDER.
- 2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 15TH day of APRIL A.D. 2020 at 9:02 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Lewis G. Owens Jr., County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Juan Carlos Vazquez, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

- 3. Pledge of Allegiance.
- 4. Approval of minutes from previous meetings.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-193	N	F		Motion to		O,W,V,N,F		
				Approve.				
				03/13/20 &				
				03/18/20				
				minutes.				

- 5. Citizen's Comments.

1) None

2) _____

3) _____

4) _____

MOTION KEY:
JUDGE OWENS= O
COMM WARDLAW=W
COMM VAZQUEZ=V
COMM NETTLETON=N
COMM FLORES= F

QUORUM
___v___ COUNTY JUDGE
____ Judge's Staff
____ Judge's Staff
___v___ COMM. PRCT# 1
___v___ COMM. PRCT# 2
___v___ COMM. PRCT# 3
___v___ COMM. PRCT# 4

ATTENDING
COUNTY STAFF/DEPTS:
____ COUNTY ATTY
____ COUNTY ATTY STAFF
____ COUNTY ATTY STAFF
____ DISTRICT CLERK
____ IT
____ SHERIFF
____ SHERIFF'S STAFF
____ AUDITOR
____ TREASURER
____ PURCHASING
____ HR
____ TAX COLLECTOR
____ RISK MGMT
____ FIRE DEPT
____ EMERGENCY MGMT
____ JP #1 Constable #1
____ JP #2 Constable #2
____ JP #3 Constable #3
____ JP #4 Constable #4
____ OTHER

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ= V; COMM NETTLETON=N; COMM FLORES=F

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT

6. Subdivision plats.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE				

7. Certificates of compliance.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				NONE				

8. Monthly reports from elected officials.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-194	N	F		Motion to approve as presented.		O,W,V,N, F		

9. Approval of bills.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-195	F	N		Motion to approve as presented.		O,W,V,N, F		

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-196	N	F		Motion to approve as presented.		O,W,V,N, F		

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ= V; COMM NETTLETON=N; COMM FLORES=F

Aaron D. Rodriguez, County Treasurer**11. Treasurer's Report**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-197	N	F		Motion to approve as presented		O,W,V,N, F		

Carlos Velarde, County Engineer**12. Approval of Dolan Creek West Subdivision.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action Taken.				

Lewis G. Owens Jr., Val Verde County Judge**13. Ratification of the certificate of Appointment for a Health Authority. Certifying physician Jaime Javier Gutierrez.**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
20-198	F	N		Motion to approve as presented.		O,W,V,N, F		

14. Matters relating to the COVID-19 Pandemic.

Flores = 12 (0 Recovered/2 pending/ 1 SA but Val Verde County resident.

slow down – rules are good – pro-active

Nettleton= Criteria to test someone -fever/respiratory symptoms/travel

No mass testing in Del Rio- 2/3 weeks incubation period.

Vasquez= no questions

Wardlaw= simple hygiene

Edgar Perez, Fairgrounds Manager**15. Ratification of a lease agreement. -**

ORDER	Motion	2 nd	Amend	Amendment/Notes	Accept	Ayes	Noes	Abst
N/A				No Action Taken.				

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ= V; COMM NETTLETON=N; COMM FLORES=F

Ana Markowski Smith, County Attorney

Executive Session items that may result in action in open session thereafter:

16. Closed session consultation pursuant to Texas Government Code:

A. §551.071(2), attorney/client privilege

EXECUTIVE SESSION: _____ §551.071(2) A _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 _____	
OTHER _____	BEGAN @ _____ 9:23 A.M. _____ ENDED @ _____ 10:21 A.M. _____ BREAK @ _____
RESUMED @ _____ ACTION AFTER EX: _____	

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

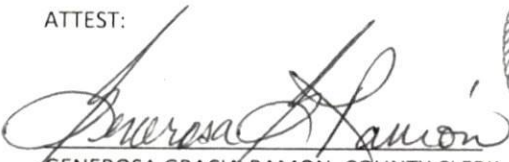
17. Commissioners' comments. None.

18. County Judge's comments. Great job with all precincts, continue to distribute food.

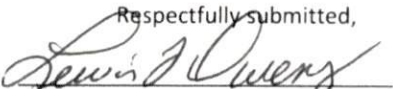
19. Adjourn. 10:22 A.M

The foregoing, recorded in Volume 57, pages 193-209, inclusive, was on this the 13th day of May A.D. 2020, read and is hereby **APPROVED**.

ATTEST:


GENEROSA GRACIA-RAMON, COUNTY CLERK
VAL VERDE COUNTY, TEXAS



Respectfully submitted,

LEWIS G. OWENS JR, COUNTY JUDGE
VAL VERDE COUNTY, TEXAS

MOTION KEY: JUDGE OWENS= O; COMM WARDLAW=W; COMM VAZQUEZ= V; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Lewis G. Owens Jr.

County Judge

400 Pecan Street
Del Rio, TX 78840
Email: lowens@valverdecountry.texas.gov

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE
VAL VERDE COUNTY COMMISSIONERS COURT
REGULAR TERM MEETING

**Physical Location: Old County Court-at-Law
Del Rio, TX 78840**

Virtual Meeting LIVE ON: Facebook (<https://www.facebook.com/Val-Verde-County-Emergency-Management-707770835940585/?eid=ARDslotbSL9mhpGiW6nJ5dfxADtBT4jf0Xj4ALWMpP7jNnzYRaPH7kzBabv1CuHlhvFN7dUFsP09RP-j>)

April 15th, 2020 at 9:00 a.m.

1. Call to order.
2. Determining that a quorum is present.
3. Reciting the pledge of allegiance.
4. Approving and/or amending minutes from previous meetings.
5. Citizens' Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING
ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY
THE VAL VERDE COUNTY COMMISSIONERS COURT:**

6. Subdivision plats.

7. Certificates of compliance.

8. Monthly reports from elected officials.

9. Approval of bills.

Matthew S. Weingardt, County Auditor

10. Auditor's Report.

Aaron D. Rodriguez, County Treasurer

11. Treasurer's Report

Carlos Velarde, County Engineer

12. Approval of Dolan Creek West Subdivision.

Lewis G. Owens Jr., Val Verde County Judge

13. Ratification of the certificate of Appointment for a Health Authority.
Certifying physician Jaime Javier Gutierrez.

14. Matters relating to the COVID-19 Pandemic.

Edgar Perez, Fairgrounds Manager

15. Ratification of a lease agreement.

Ana Markowski Smith, County Attorney

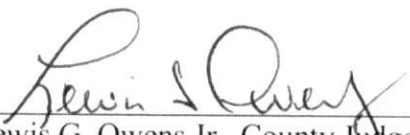
Executive Session items that may result in action in open session thereafter:

16. Closed session consultation pursuant to Texas Government Code:
 - A. §551.071(2), attorney/client privilege

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

17. Commissioners' comments.
18. County Judge's comments.
19. Adjourn.

Our next Regular Commissioners Court Meeting will be **April 29th, 2020 @ 9:00 a.m.**; **Agenda Items are due THURSDAY, April 23rd, 2020 @ 12:00 noon.**


Lewis G. Owens Jr., County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
APRIL 9TH, 2020: AT 4:15 ~~AM~~/PM

2020 APR -9 P 4:15
GENERAL
VAL VERDE COUNTY CLERK
BY MT
DEPUTY

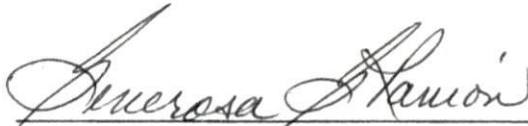
FILED

400 Pecan Street • Del Rio, TX 78840

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 9th day of April, 2020, at 4:15 o'clock p. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.




Generosa Gracia-Ramon
Val Verde County Clerk

413



Certificate of Appointment for a Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

☒ Commissioners Court for Val Verde County

☐ Governing Body for the Municipality of _____

☐ Director, _____ Health Department

☐ Director, _____ Public Health District

I, Lewis G. Owens Jr., acting in my capacity as:

(Check the appropriate designation below)

☒ County Judge or Designee

☐ Mayor or Designee

☐ Non-physician and the Local Health Department Director

☐ Non-physician and the Public Health District Director

do hereby certify the physician, Jaime Javier Gutierrez who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

☒ Health Authority

☐ Health Authority Designee

for the jurisdiction of Val Verde County, Texas.

Date term of office begins 3-31, 2020

Date term of office ends 3-31, 2022, unless removed by law.

I certify to the above information on this the 31 day of March, 2020

Lewis G. Owens Jr.
Signature of Appointing Official

Revised by DSHS Division of Regional and Local Health Services, July 13, 2016



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Jaime Javier Gutierrez do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

[Signature]
Affiant's Signature

Jaime Javier Gutierrez
Printed Name

Health Authority
Position to Which Elected/Appointed

Val Verde County
City and/or County

SWORN TO and subscribed before me by affiant on this 31 day of March 2020

[Signature]
Signature of Person Authorized to Administer
Oaths/Affidavits

(Seal)

Lewis G. Owens Jr.
Printed Name

County Judge
Title

Pursuant to Tex. Const. Art. XVI, §1(b). Revised by DSHS Division for Regional and Local Health Services, July 13, 2016



OATH OF OFFICE
For Health Authorities in the State of Texas

I, Jaine Javier Gutierrez, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jaine Javier Gutierrez
Affiant

400 Pecan St 78840
Mailing Address ZIP

(830) 765-1760
(Area Code) Phone Number (day and evening)

Email Address

SWORN TO and subscribed before me this 31 day of March, 2020.

Lewis G. Owens Jr.
Signature of Person Administering Oath

(Seal)

Lewis G. Owens Jr.
Printed Name

County Judge
Title

Revised by DSHS Division for Regional and Local Health Services, June 3, 2016

#14
#15

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The Living Stone Worship Center Easter Sunday Mass ("Lessee") acting by and through Martin Seca for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on April 12, 2020 for use of the parking lot & open field located at the Val Verde County Fairgrounds. The event days are as follows:
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 4/12/2020:

☐ small arena	☐ grandstands (underneath)
☐ large arena	☐ office space
☐ concession	☐ pavilion
☐ restrooms	☒ open field (next to water tank)
☒ parking lot	☐ race track

*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$0.00 per event day for the use of the open field, payable when the contract is executed. In addition, a deposit in the amount of \$0.00 shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement (deposit is for arena and pavilion are included. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund

If notice is received 45 days to 20 days prior to event - 50% refund

If notice is received less than 20 days prior to event - 0% refund
5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition an after-Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on _____. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at _____ on _____ through _____ at _____. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of **\$0.00** that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which

may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

12. **INDEMNIFICATION: LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.**
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.
27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this _____ day of _____, 2020.

COPY

Lewis G. Owens, County Judge
On behalf of Val Verde County

On behalf of (lessee)

Presented to Val Verde Commissioners Court on ____/____/____ and made a part of the court's minutes.