

THE STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF SAN PATRICIO

NOTICE OF OPEN MEETING

IN ACCORDANCE WITH GOVERNMENT CODE CHAPTER 551 NOTICE IS HEREBY GIVEN THAT REGULAR MEETING OF THE COMMISSIONERS COURT WILL BE HELD ON MONDAY, MARCH 18, 2024, AT 9:00 A.M. IN THE SAN PATRICIO COUNTY ADMINISTRATIVE ANNEX AT 1301 E. SINTON STREET SUITE C, COMMISSIONERS COURTROOM, AT WHICH TIME THE FOLLOWING SUBJECTS WILL BE DISCUSSED, CONSIDERED, PASSED OR ADOPTED .

1. CALL TO ORDER, PLEDGES AND PUBLIC INVOLVEMENT

- 1. 1. Call meeting to order
- 1. 2. Pledge of allegiance
- 1. 3. Citizens to be heard
- 1. 4. Report from Judge, Commissioner or Department concerning an item/report of community interest.

2. DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- 2. 1. Approval of minutes
- 2. 2. **Financial Agenda:**
 - 2. 2. a. Examination, consideration, and action on approval of all claims against San Patricio County Pursuant to section 113.064, Texas Local Government Code.
 - 2. 2. b. Consideration and action on Budget Line Items, Transfers, and Amendments.
 - 2. 2. c. Consideration and action on accepting bank reconciliation, investment reports, and related matters by County Treasurer.
- 2. 3. **Consent Agenda:** All Consent Agenda items listed are considered to be routine by the Commissioners Court. Members of the Commissioners Court have been furnished documentation on each item, and all such items may be acted upon by one vote without being discussed separately unless requested by County Judge or a Commissioner:
 - 2. 3. a. Accept and record Tax Increment Reinvestment Zone #1 (TIRZ #1) Annual Report of Oct 1, 2022-Sept. 30, 2023 City of Sinton.
 - 2. 3. b. Precinct #4 request the auditors to advertise for creosote lumber for the second wooden bridge on CR1360 (CR 100).
- 2. 4. **Individual Action Agenda:**

- 2. 4. a. Presentation on Gulf Coast Growth Ventures annual update by Paul Fritsch, GCGV President.
- 2. 4. b. An Update by John A. Hernandez, P. E., County Engineer, on TxDOT's Bridge Inspection and Appraisal Program (BRINSAP) for the County's Bridges.
- 2. 4. c. Consideration and Action on providing grass sod (12,000 SF) as a Landscaping item for the Emergency Operations Center (EOC) in the amount of \$12,000.00 presented by John A. Hernandez, P. E., County Engineer.
- 2. 4. d. Consideration and action on request by Juvenile Detention to approve Contracts and Agreements of Detention of Juvenile Offenders with the following entities:
 - 1. Erath County
- 2. 4. e. Consideration and action on request for Survey Plat establishing Legacy Oaks Subdivision located in Precinct # 1.
- 2. 4. f. Consideration and action on request for Final Survey Plat of property DG Acres located on FM 630 in Precinct # 3.
- 2. 4. g. Consideration and action on awarding the bid for IFB 2024-001, a Water Truck to be used by Road and Bridge Precinct # 3.
- 2. 4. h. Consideration with possible action to terminate the Tax Abatement Agreement between San Patricio County and El Algodon Alto Wind Farm, LLC for Violation of Section 4.03, failure to repair damaged County-owned roads in accordance with Exhibit F of the Agreement, titled Road Use and Master Road Repair Agreement.
- 3. **PERSONNEL**-Employment and current employee status changes in accordance with the current personnel policies, County Budget, and State law with notification of such changes to the payroll division of the Treasurer's office.
 - 3. 1. Deliberate and consider action employee salary:
 - 3. 1. a. Becky Dearman - Resignation - Deputy Voter Registrar/Elections full time regular, non-exempt grade 103 at \$4,167.10 per month (\$24.04 hr.) effective March 7, 2024.
 - 3. 1. b. Laure Penny - Resignation - Paralegal/County Attorney full time regular, non-exempt grade 109 at \$4,072.00 per month (\$23.49 hr.) effective March 22, 2024.
 - 3. 1. c. Kara Thomas - Resignation - Juvenile Supervision Officer/Juvenile Detention full time regular, non-exempt grade 106 step 1 at \$3,135.82 per month (\$18.09 hr.) effective March 22, 2024.
 - 3. 1. d. Jose Barrera - Employment - Crewman/Road and Bridge #3 full time regular, non-exempt grade 104 step 1 at \$2,738.94 per month (\$15.80 hr.) effective April 2, 2024. Request by Elected Official is grade 1+ at \$2,773.33 per month (\$16.00 hr.).

3. 1. e. Joseph Jaworowski - Employment - Maintenance Assistant II/County Parks full time regular non-exempt, grade 106 step 1 at \$3,135.81 per month (\$18.09 hr.) with a \$50.00 per month phone allowance effective April 2, 2024.
3. 1. g. Maria Sanchez - Employment - Deputy County Clerk I/County Clerk part-time temporary, non-exempt grade 102 step 1 at \$14.33 per hour effective March 18, 2024.
3. 1. h. Kevin Shumake - Employment - Heavy Equipment Operator I/Road and Bridge #3 full time regular, non-exempt grade 105 step 1 at \$2,930.67 per month (\$16.91 hr.) effective March 18, 2024. Request by Elected Official is step 11+ at \$4,940.00 per month (\$28.50 hr.).
3. 1. i. Diego Trejo - Employment - Maintenance Assistant I/County Parks full time regular, non-exempt grade 104 step 1 at \$2,738.94 per month (\$15.80 hr.) with a \$50.00 per month phone allowance effective April 2, 2024.
3. 2. Accept and record employee status changes:

4. **EXECUTIVE SESSION**

PUBLIC NOTICE is given that the San Patricio Commissioners Court may elect to go into Executive Session anytime during the meeting to discuss matters listed on the Agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Court is departing from that practice, and reserves the right to discuss any listed agenda items in executive session when authorized by law to do so. In the event the Commissioners Court elects to go into Executive Session regarding an agenda item the section or sections of the Open Meetings Act authorizing the Executive Session will be publicly announced by the presiding officer. In accordance with the authority of the Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.0725 (Contract being Negotiated), 551.073 (Prospective Gift), 551.074 (Personnel Matters), 551.0745 (Personnel Matters Affecting County Advisory Body), 551.076 (Security Devices), 551.086 (Public Utilities Competitive Matters), 551.087 (Economic Development Negotiations) the Commissioners Court will hold an Executive Session to consult with attorney(s) including matters related to litigation; deliberate regarding real property; prospective gift(s); personnel matter(s), including termination; security devices, and/or economic development negotiations and other matters that may be discussed in an Executive Session. Upon completion of the Executive Session, the Commissioners' Court may in an open session take such action as appropriate on items discussed in Executive Session.

5. **RECONVENE:** Regular Commissioners Court Session
6. Consideration and action on all items discussed in the Executive Session.
7. **ADJOURN**

SIGNED THIS THE 14TH DAY OF MARCH, 2024.
POSTED THIS THE 14TH DAY OF MARCH, 2024.



Judge David R. Krebs

PERSONS WITH DISABILITIES PLANNING TO ATTEND THIS MEETING WHO MAY NEED AUXILIARY AIDS OR SERVICES ARE ASKED TO CONTACT THE COUNTY JUDGE'S OFFICE AT (361) 364-9301.

Commissioners Court Agenda

2. 2. b.

Meeting Date: 03/18/2024

Brief Title:

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action on Budget Line Items, Transfers, and Amendments.

Attachments

BLITs 18 March 2024



MAR 11 2024

DAVID W. WENDEL
SAN PAT CO. AUDITOR

FUND:	10	DEPARTMENT:	580
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[illegible]

Explanation: UNFORSEEN EXPENSES

Requesting Official			County Auditor	
Name	JOHN DORIA		Approved by Commissioners' Court ____ Yes ____ No	
Title	SUPERVISOR		Commissioners Court Meeting on	
Signature			Signature	
Date	3/11/2024		Date	

REQUEST FOR BUDGET LINE-ITEM TRANSFER

10

Fire Marshal 665

[illegible]

DAVID W. WENDEL
SAN PAT CO. AUDITOR

County Auditor

Approved by Commissioners Court _____ **Yes** _____ **No**

Signature	
Date	

✓
34/11/21

Commissioners Court Agenda

2. 3. a.

Meeting Date: 03/18/2024

Brief Title: Tax Increment Reinvestment Zone #1 Annual Report City of Sinton

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Accept and record Tax Increment Reinvestment Zone #1 (TIRZ #1) Annual Report of Oct 1, 2022-Sept. 30, 2023
City of Sinton.

Attachments

TIRZ #1 Annual Rpt 1 Oct 22 to 30 Sept 2023

Tax Increment Reinvestment Zone #1 Annual Report

October 1, 2022 – September 30, 2023

City of Sinton

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

TAX INCREMENT REINVESTMENT ZONE #1

CITY OF SINTON

Annual Report

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I. INTRODUCTION

The City of Sinton Tax Increment Reinvestment Zone #1 ("TIRZ #1") was created on July 13, 2021 pursuant to an ordinance adopted by the City Council of the City of Sinton ("City Council") as authorized by Chapter 311 of the Texas Tax Code (the "Act"). TIRZ #1 was created to finance the construction of certain public improvements within the TIRZ boundary to encourage private development that would yield additional tax revenue to all local jurisdictions. TIRZ #1 encompasses approximately 177 acres. The project and financing plan outlines the funding of \$52,418,547 in public improvements related to streets and water distribution and sewer collection system improvements. TIRZ #1 will fund these improvements through the contribution of a portion of the City's incremental ad valorem tax receipts, a portion of San Patricio County's (the "County") incremental ad valorem tax receipts, and a portion of the San Patricio County Drainage District's (the "District") incremental ad valorem tax receipts.

II. TIRZ REVENUES

City of Sinton

The taxable assessed value of the property within TIRZ #1 during the fiscal year was \$1,396,155. As a result, the City TIRZ revenues collected and anticipated to be deposited in the TIRZ #1 Fund was \$8,182.

San Patricio County

As of September 30, 2023, subject to a separate interlocal agreement, the County may contribute 50% of its real property tax increment. As a result, the County TIRZ revenues collected and anticipated to be deposited in the TIRZ #1 Fund was \$4,048.

San Patricio County Drainage District

As of September 30, 2023, subject to a separate interlocal agreement, the San Patricio Drainage County Drainage District may contribute 50% of its real property tax increment. As a result, the San Patricio Drainage County Drainage District TIRZ revenues collected and anticipated to be deposited in the TIRZ #1 Fund was \$633.

III. TIRZ EXPENDITURES

The total TIRZ expenditures for the City, the County, and the District paid during the fiscal year from available TIRZ revenues are \$0 in administrative expenses and \$0 in public improvement costs reimbursed which totals \$0.

IV. DEBT SERVICE

There is no bonded indebtedness for TIRZ #1. The TIRZ revenues collected will be used to reimburse the project developer for the TIRZ projects.

V. ASSESSED VALUES

City of Sinton

The City's total base year (January 1, 2021) taxable value of the property within TIRZ #1 was \$50,938. The City's 2023 total taxable value of the property within TIRZ #1 was \$5,762,027. As a result, the increase in the total appraised value from the base year appraised value ("Incremental Appraised Value") for the year was \$5,711,089.

San Patricio County

The County's total base year (January 1, 2021) taxable value of the property within TIRZ #1 was \$50,938. The County's 2023 total taxable value of the property within TIRZ #1 was \$5,762,027. As a result, the Incremental Appraised Value for the year was \$5,711,089.

San Patricio County Drainage District

The District's total base year (January 1, 2021) taxable value of the property within TIRZ #1 was \$50,938. The District's 2023 total taxable value of the property within TIRZ #1 was \$5,762,027. As a result, the increase in the Incremental Appraised Value for the year was \$5,711,089.

Commissioners Court Agenda

2. 3. b.

Meeting Date: 03/18/2024

Brief Title: Bridge Repair Material

Submitted For: Howard Gillespie, Commissioner PCT 4

From: Beth Rice, Administrative Assistant Rice

SUBJECT:

Precinct #4 request the auditors to advertise for creosote lumber for the second wooden bridge on CR1360 (CR 100).

Commissioners Court Agenda

2. 4. a.

Meeting Date: 03/18/2024

Brief Title: Annual update from Gulf Coast Growth Ventures (GCGV)

From: Debbie Sanders, County Judge Court Administrator

SUBJECT:

Presentation on Gulf Coast Growth Ventures annual update by Paul Fritsch, GCGV President.

Attachments

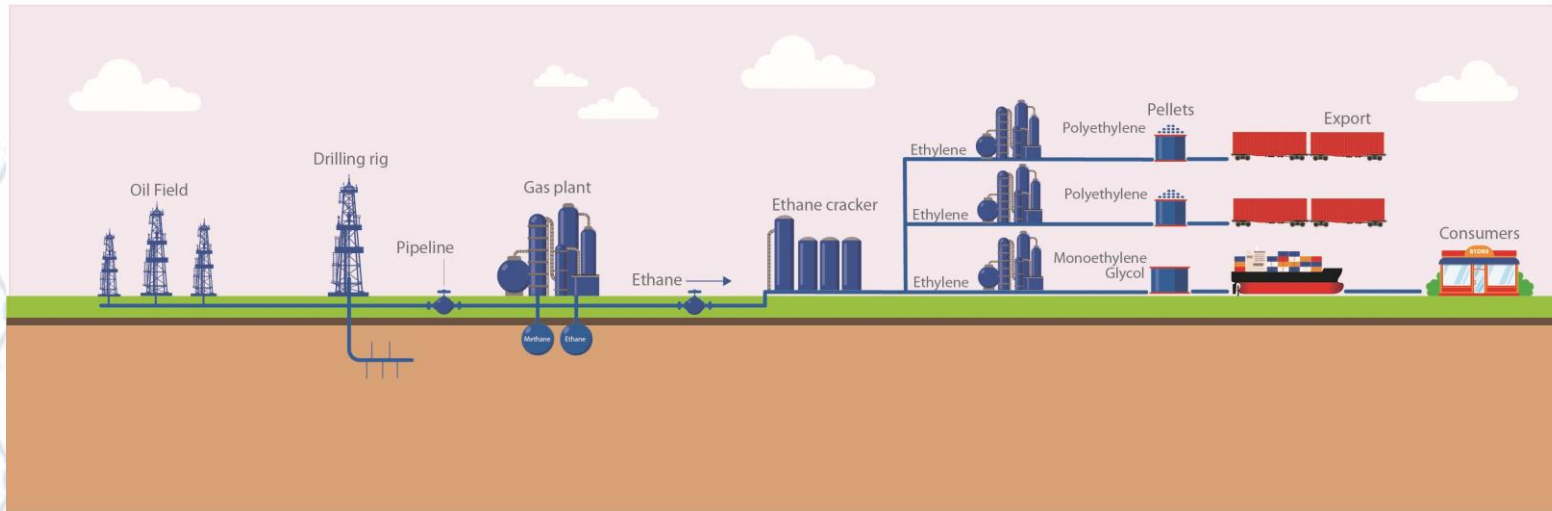
GCGV Presentation



GULF COAST GROWTH VENTURES

An ExxonMobil and SABIC joint venture

Our World-scale Facility & Products



- 1800 KTA ethylene plant (ethane feedstock)
- Two 650 KTA performance polyethylene units
- 1100 KTA monoethylene glycol unit

ExxonMobil
Named ACC
Responsible Care®
Company of the Year



GCGV is
manufacturing
high-performance
polymers &
polymer-feedstock
that make
everyday products
possible



2023 Key Highlights



**National Occupational and
Process Safety Conference**

Safety Awards Program

2022 Elite Silver, 2023 Elite Gold



2023 Conservation &
Environmental
Stewardship Award

- Successful second year of operations leading in process and personnel safety, emergency preparedness, and environmental stewardship
- Committed to preparing tomorrow's workforce, investing in local businesses, and generating economic growth
- We strive to be the safest plant in the world, best neighbor in our community, most competitive plant in the region, and great place to work



TEXAS CHEMISTRY COUNCIL

2022

- Caring for Texas
- Employee Safety Award
- Contractor Safety Award
- Process Safety Award
- Texas A&M Kay O'Connor Distinguished Process Safety Initiative

2023 Sustainability Report

- Our progress, our successes, and the people who make it happen
- Our approach to sustainability underpinned by our Good Neighbor Program



2023 Sustainability Report

Our progress, our successes,
and the people who make it possible.



“We’re very happy to report to the community that we’ve seen **very little to no change in the air quality** during the past four years of our monitoring operation.”

Vincent Torres, Associate Director at
UT Austin Center for Energy & Environmental Resources

Gregory-Portland Air Monitoring Program
AIR QUALITY REPORT CARD
SPRING 2024

Data collected over four years of continuous monitoring at three locations in Portland and Gregory show air quality remains excellent in comparison to other Texas cities.

Air quality standards set by federal and state agencies continue to be met, while local industrial sites operate at full capacity.

Please see inside for a summary of the latest data.
gpair.ceer.utexas.edu

Gregory-Portland Air Quality
REPORT CARD for 2023

Grading Period: Jan to Dec 2023		Grade
Overall Air Quality		A
Individual contaminants		
Benzene	A	
Nitrogen Dioxide (NO2)	A	
Sulfur Dioxide (SO2)	A	
Fine Particulate Matter (PM 2.5)	B	

For more information
about the G-P Community
Air Monitors:

gpair.ceer.utexas.edu/about-stations.php



Investing with

- Texas State Aquarium
- University of Texas Marine Science Institute
- Harte Research Institute
- Coastal Bend Bays & Estuaries Program
- Coastal Bend Bays Foundation



“We’re also proud of our little wins. We execute sustainability programs on site as often as we can, and we’re always looking for ways we can reduce, reuse and recycle.”

Sandy Rodriguez, GCGV Multimedia Advisor, Site Environmental Team Member and TAMU-CC graduate

“I’ve had a lot of great experiences from a career and project perspective but being able to take my experiences and lead this project on the GCGV side, especially as a graduate of Gregory-Portland High School, is really cool to see.”

Patrick Dooley, GCGV Electrical Engineer & Project Lead

The solar farm will have a resident shepherd and a flock of sheep grazing at the site to keep the farmland fertile, a practice known as agrivoltaics!

The land under the solar panels will be maintained and kept fertile by planting vegetation, including native plant species beneficial to pollinators and other wildlife.



Scholarships
Del Mar College
Craft Training Center

Internships at GCGV

Recruiting
Texas A&M – Kingsville
Texas A&M – CC

In 2023,
GCGV launched
its scholarship and
paid internship program
in partnership with
Del Mar
Community
College

Portland
Chamber of
Commerce
2023
Large Business
of the Year

“We build that pipeline of students and employees that can continue to reside here in Gregory-Portland, but then work here and raise their families.”

Michelle Cavazos, PhD, Superintendent, Gregory-Portland ISD



Gulf Coast Growth Ventures and This One's for the Gals
Published by Alexandra Scott · March 31 ·

“Fueling the Future of Women in Industry” isn’t just a tagline for Stephanie Hajducek, Founder of *This One's for the Gals*; it’s a vision for a more inclusive and diverse industry.

GCGV was honored to be the lead sponsor of Wednesday’s first Coastal Bend Women in Industry Conference. From industry sponsors to workwear designers and professionals to students, all who attended or contributed to the conference felt its impact. Events like this and visions like Stephanie’s will c... See more



Women In Industry Conference
This One's for the Gals
Taft High School

G-P ISD Partner
Supplies and Shoes, Teacher of the Year,
Education Foundation, Graduate Yard Signs



Gulf Coast Growth Ventures
★ Favorites · December 11, 2023 ·

GCGV hosted some of Gregory-Portland's best and brightest today! Youth Leadership Gregory-Portland Class II was on site this afternoon for a panel discussion with a few of our own young leaders, as well as a bus tour.

Youth Leadership G-P is a program offered through the Portland Chamber of Commerce, training students to be active community leaders.

Here at GCGV, leadership is built into our culture. We are proud to share about what we do and offer advice to future leaders of our community. #WeAreGCGV #Leadership



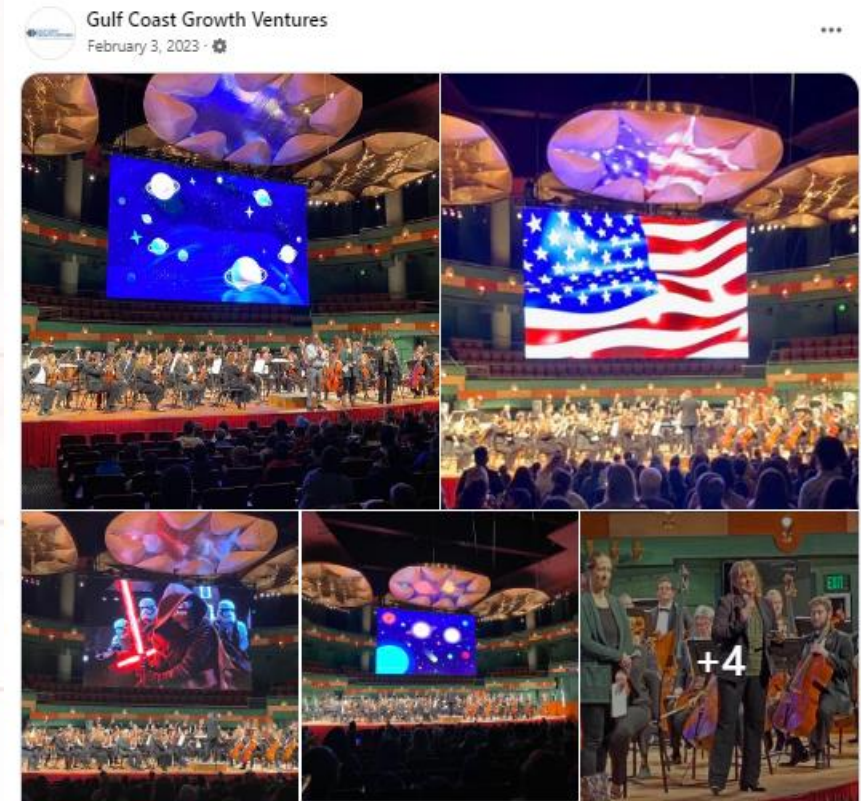


\$181,000 to
United Way
of the Coastal
Bend



Music For All

Corpus Christi Symphony Orchestra performance for students



Taft Independent School District
February 3, 2023

Woodroe Petty Elementary 4th & 5th graders got to experience the **Corpus Christi Symphony Orchestra** today at the TAMU-CC Performing Arts Center. The event was provided to our students by **Gulf Coast Growth Ventures** and our Superintendent, Dr. Irene Garza, gave the welcome and a word of thanks for all the schools in attendance. The students definitely enjoyed their interplanetary musical event!



United Way of the Coastal Bend
October 18, 2022

Great things happen when you Live United! Thanks to today's group of volunteers from **Gulf Coast Growth Ventures** who helped our partners at **Corpus Christi Hope House** clean and organize storage areas at their facility.



ChatWork Civic Club
January 20, 2023

Thank you **Gulf Coast Growth Ventures** for being a Presenting Sponsor for the upcoming Chip In For ChatWork Golf Tournament being held April 15 at NorthShore Country Club! We appreciate your support! We have sponsorship opportunities from \$100 to \$2,500. Teams are \$500. For information email chatworkcc@gmail.com



REVERSEALERT



Key Initiative: Emergency Response

- Multiple drills conducted
- Over 50 Emergency Response Team members trained at the Texas A&M Industrial Emergency Response Brigade School



Certifying entire on-site emergency response team as industrial firefighters, a level beyond the industry standard

On-site state-of-the-art fire station equipped with an ambulance and multiple fire trucks

Full-time on-site fire chief leading regular safety training and equipment checks

Annual, live firefighter training at the Texas A&M Brayton Fire Field to practice realistic, large-scale scenarios

At GCGV, we're proud to have a world-class team that lives, works and raises families in the community in which we operate. Our accomplishments in 2023, both on site and in the community, wouldn't be possible without the dedication and hard work of every individual at our site.



We've come a long way in 2023, and this is only the beginning. Follow along to see what we're up to in 2024.

Keep up with GCGV in 2024

Visit us on the web: www.gcgv.com

 @gulfcoastgrowthventures

 @GCGV

 @GCGV

 @GulfCoastGrowthVentures

Commissioners Court Agenda

2. 4. b.

Meeting Date: 03/18/2024

Brief Title: TxDOT Bridge Inspection and Appraisal Program (BRINSAP) Update

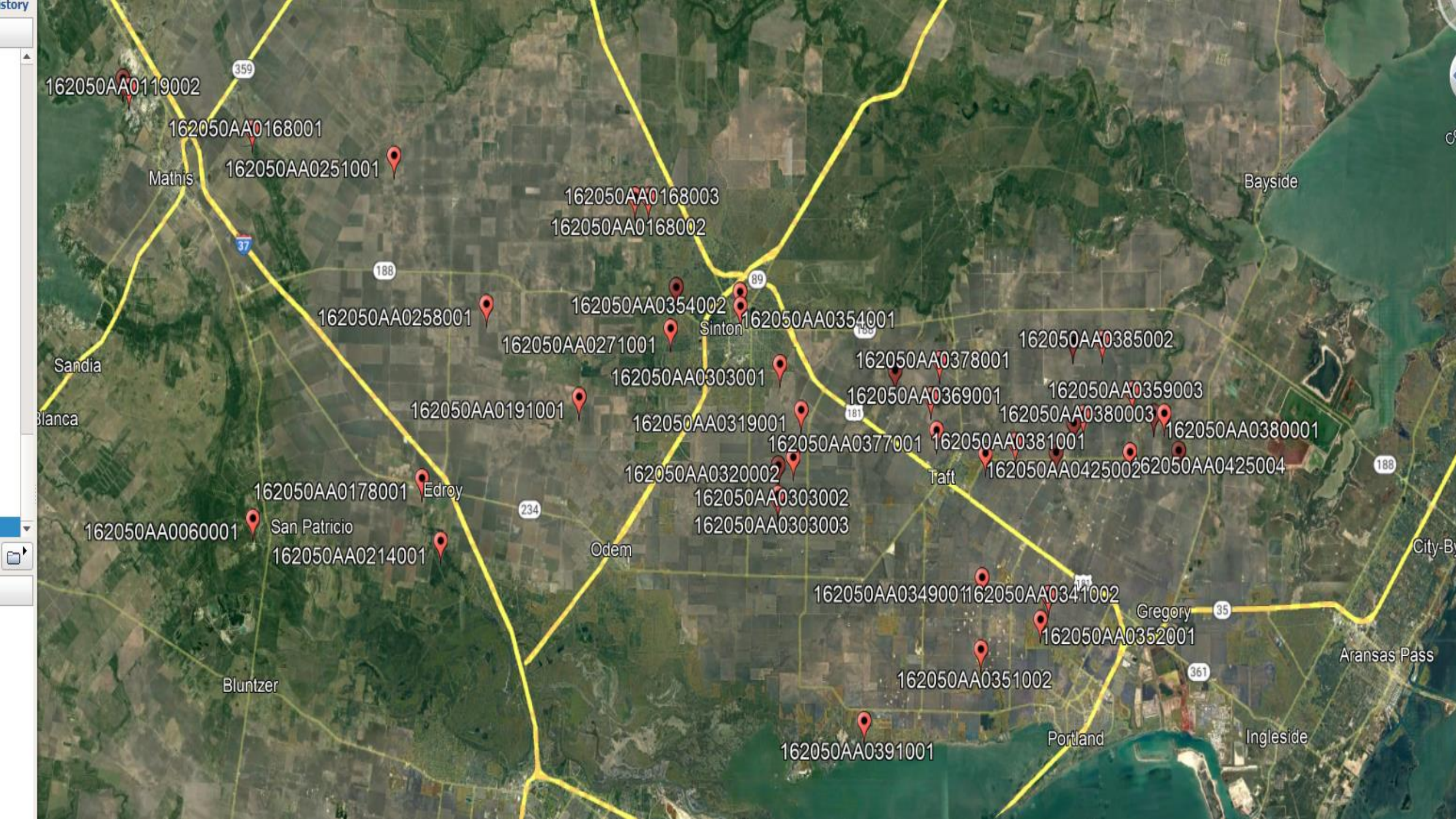
From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

An Update by John A. Hernandez, P. E., County Engineer, on TxDOT's Bridge Inspection and Appraisal Program (BRINSAP) for the County's Bridges.

Attachments

BRINSAP 1



162050AA0119002

162050AA0168001

162050AA0251001

Mathis

162050AA0168003
162050AA0168002

Bayside

162050AA0258001

162050AA0271001

162050AA0354002

162050AA0354001

162050AA0385002

Sandia

Blanca

162050AA0303001

162050AA0378001

162050AA0359003

162050AA0191001

162050AA0319001

162050AA0369001

162050AA0380003

162050AA0380001

162050AA0377001

162050AA0381001

162050AA0425002

162050AA0425004

162050AA0178001

Edroy

162050AA0320002

162050AA0303002

162050AA0303003

Taft

162050AA0060001

San Patricio

162050AA0214001

Odem

162050AA0349001

162050AA0341002

Gregory

162050AA0352001

Bluntzer

162050AA0351002

Portland

162050AA0391001

Ingleside

Aransas Pass

City-By

Commissioners Court Agenda

2. 4. c.

Meeting Date: 03/18/2024

Brief Title: Emergency Operations Center (EOC) Project Landscaping

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and Action on providing grass sod (12,000 SF) as a Landscaping item for the Emergency Operations Center (EOC) in the amount of \$12,000.00 presented by John A. Hernandez, P. E., County Engineer.

Attachments

Midway Grass Quote

MLC Quote

Midway Grass Farms, Inc.

1869 Midway Road
Inez, Texas 77968

Phone # (361) 576-6683

Estimate

Date	Estimate #
3/8/2024	41

Name / Address
Bass Construction

			Project
Description	Qty	Rate	Total
Deliver and Install 30 Pallets of St. Augustine (this type of sod is more durable in erosion control than a bermuda sod) at 214 West 5th, Building #5 (around the building and & through the ditch) at the fair grounds in Sinton Texas. This will include light dirtwork & raking where needed. Also, to secure the sod in the ditch area with stakes as needed.	1	12,000.00	12,000.00T
Thank you for the opportunity to give you a quote .		Subtotal	\$12,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$12,000.00

ESTIMATE

MLC Landscaping

4325 Agnes Street
Corpus Christi, TX 78405
(361) 883-3334



To:
San Patricio County (John Doria)
400 West Sinton Street
Sinton, TX 78387

Estimate # 15298
Estimate Date 02/27/2024
Total Amount \$31,570.00

Item	Quantity	Price	Tax1	Line Total
Sod - Install (Bermuda)	30.0	\$289.00 / pallets		\$8,670.00
Landscaping Labor	100.0	\$175.00 / HR		\$17,500.00
Haul-off, Tractor Rental, Dump Fee,	2.0	\$2,700.00 / ea		\$5,400.00

Subtotal: \$31,570.00
Tax: \$0.00
Past Due Amount: \$0.00
Total Amount: \$31,570.00

Notes

Statement of Work

Estimate is to Install 12000 sqft of bermuda sod around emergency services building.

Commissioners Court Agenda

2. 4. d.

Meeting Date: 03/18/2024

Brief Title: Contract for Juvenile Detention Services

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action on request by Juvenile Detention to approve Contracts and Agreements of Detention of Juvenile Offenders with the following entities:

1. Erath County

Attachments

Detention Contract - Erath County

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This contract and Agreement made and entered into by and between the Juvenile Board of San Patricio County, acting by and through its duly authorized representatives and through its Commissioners Court and the Juvenile Board of Erath County acting by and through its duly authorized representatives, and through its Commissioners Court, to be effective January 1, through December 31, 2024 unless terminated earlier in accordance with this Contract. No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the contract period. Nothing herein shall prevent the parties from revising the period of this contract by written agreement at a later date.

The purpose of the Contract is to provide twenty-four-hour secure residential services in the SAN PATRICIO COUNTY JUVENILE DETENTION CENTER for children who are ordered by a court of proper jurisdiction in Erath County, which children being referred for an act of delinquent conduct or an act indicating a need for supervision, during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the Court.

I. WITNESSETH:

WHEREAS, San Patricio County operates the San Patricio County Juvenile Detention Center, also referred to as "the facility". Whereas the Erath County Juvenile Board, in order to carry out and conduct its juvenile program in accordance with Title III of the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need for supervision during pre-trial and pre-disposition status, and

WHEREAS, San Patricio County will make the facilities available to the Erath County Juvenile Board for such use and purpose, and Erath County Juvenile Board desires to contract for the use of said facility under the following terms and conditions, and

WHEREAS, the San Patricio County Juvenile Detention Center is designed to be a certified juvenile detention facility as defined by Article 51.12(a)(3) of the Texas Family Code; and,

WHEREAS, the San Patricio County Juvenile Detention Center has Erath County duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12(c) of the Texas Family Code and has certified compliance as required by Section 51.12(c); and,

WHEREAS, the Erath County Juvenile Board desires to employ the San Patricio County Juvenile Detention Center to provide detention services for such of Erath County's accused children as may be necessary in order to protect the accused child or to protect the public from

harm by Court Ordered Detention at the San Patricio County Juvenile Detention Center in accordance with Section 54.01 of the Texas Family Code; and, WHEREAS, the San Patricio County Juvenile Detention Center desires to maintain juveniles in detention only as allowed by law.

Now therefore, the parties agree as follows:

- (1) San Patricio County Juvenile Detention Center will provide room and board, supervision on a twenty-four hours per day, seven days per week basis, (but shall not pay for emergency examination, treatment, hospitalization, prescriptions or instant urinalysis cups) and a program of education and recreation to each child placed within the facility.
- (2) Erath County agrees to pay San Patricio County the sum of 175.00 per day for each child placed within the facility. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. In the event a high-risk suicidal child is in the facility and additional staff are required to meet the needs of the child, an additional charge of \$10.00 per hour for each hour the child is on a 1 to 1 suicide supervision ratio will be added and billed to Erath County. San Patricio County will bill Erath County no later than ten (10) days from the last day of the month for which payment is being requested for the use of the detention facility. Each billing shall contain both the name of the child(ren), a brief statement of the services provided, the rate of services, monthly progress notes and the number of days for which payment is requested. Erath County agrees to make payment to San Patricio County in accordance with the State of Texas Prompt Payment Act, Chapter 225.1, Government Code VTCA upon receipt of valid invoices. Invoices will be mailed to Erath County. The sum shall be paid to San Patricio County, P.O. Box 1122, Sinton, Texas 78387, within thirty (30) days of receipt of billing. Erath County reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the Erath County on work performed under this contract
- (3) If in the sole discretion of the San Patricio County Juvenile Probation Department's Chief Juvenile Probation Officer or designee, (hereafter called Administrator) there is a need for emergency examination, treatment, and/or hospitalization for a child placed in the facility by Erath County Juvenile Board, the Administrator is authorized to secure such examination, treatment or hospitalization at the expense of Erath County Juvenile Probation Department and to request that Erath County be billed for the same. Erath County Juvenile Department staff or its representatives shall be responsible to transport the child to receive services unless it is an emergency. Erath County Juvenile Board agrees to pay for said services. The Administrator shall notify Erath County Juvenile Board of such emergency treatment as soon as reasonably practical.
- (4) Prior to transporting the child to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The detention needs of San Patricio County shall take precedence over those of contract jurisdictions and

placement of children from contract jurisdictions may be denied if there is no available space in the sole discretion of the Administrator.

- (5) Erath County Juvenile Probation Department shall ensure that children detained in the facility will be under a proper order of the juvenile court, and the Administrator will be furnished a copy within twenty-four hours or one working day of the child's admission to detention.
- (6) Each child placed in the facility shall be required to follow the rules and regulations of the facility as fixed and determined by the Administrator and his staff.
- (7) San Patricio County has resolved to operate the detention facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223. (a)(12)(A) provides that "juveniles who are charged with or have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities". In no event will the San Patricio County be under any obligation to accept a child who is deemed inappropriate.
- (8) If a child is accepted from Erath County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the Erath County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff of that jurisdiction shall immediately and forthwith remove such child from the detention facility. Notice of such removal will be given to Erath County for the juvenile to be removed from the San Patricio County Juvenile Detention Center within eight (8) hours, when notified that the facility is overcrowded or the juvenile has become unmanageable. Children who are intoxicated or in need of immediate medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional (Doctor, Physicians Assistant or Nurse Practitioner).
- (9) San Patricio County agrees that facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.
- (10) Erath County Juvenile Probation Department agrees to provide the San Patricio County Juvenile Probation Department the names of all persons authorized by it to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and Administrator.
- (11) Erath County Juvenile Probation Department shall ensure that a representative of that department maintains close and frequent communication with the child and detention

staff regarding any pertinent activity. The contracting department shall report all significant incidents regarding an unauthorized departure from the facility, child's medical and psychological problems, suspected or alleged child abuse and needs, as well as a profile of the child's behavior during the admission process immediately or within twenty-four (24) hours. Also, in applicable cases a report will be made to the State Licensing Agency (TJJD, TDFPS, TDSHS, Law Enforcement, etc.) Further, the Administrator shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.

- (12) Erath County shall agree to order parents or guardian to assume financial responsibility for damage or loss of property at the facility due to the action of a child placed in the facility by Erath County.
- (13) It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of Erath County shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate warning as to when the child will be removed, expected return time and will sign a temporary release form.
- (14) It is further understood and agreed by the parties hereto that children placed in the facility shall be removed there from by Erath County Juvenile Department, its agents, servants, or employees at the expiration of the detention order under which the child is being detained unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the facility by Erath County. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facility.
- (15) It is further understood and agreed by the parties hereto that children placed in the facility shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Erath County.
- (16) It is further understood and agreed that nothing in this contract shall be construed to permit Erath County Juvenile Probation Department, its agents, servants, or employees in any way to manage, control, direct or instruct San Patricio County or San Patricio County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and cooperation of the facilities.
- (17) It is further understood and agreed that Erath County agrees to transport juveniles to and from court hearings in restraints (handcuffs and leg irons) with personal property to include medications in a locked container which will be kept apart from the juveniles during transportation.

II. TERMINATION

This contract shall terminate upon full performance of all requirements contained in this contract unless extended in writing.

Erath County may by written notice of default to San Patricio County, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If San Patricio County fails to perform the work called for by this contract within the time specified therein or any extension thereof; or
- B. If San Patricio County fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receiving notice of default.
- C. If any other representations or warranties are or become false, erroneous or otherwise incorrect.

III. DEFAULT

In the event of a default of San Patricio County, Erath County may cancel or suspend the contract and San Patricio County shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered. San Patricio County shall be responsible for reimbursing Erath County for services associated with questioned costs as a result of deficiencies found during the course of any site visits conducted prior to the termination of the contract.

In the event of default on the part of Erath County, San Patricio County may cancel or suspend this contract and San Patricio County shall be entitled to recovery for all services provided prior to the cancellation date other than any services that are in question as a result of any audit.

This contract may be terminated by either party upon ten (10) days written notice to the other party of the intention to terminate or upon expenditure of available funds.

IV. MISCELLANEOUS PROVISIONS

Erath County hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement. *In the event funds are not appropriated or are otherwise unavailable, this contract shall be terminated by either party as outlined in Section II.*

This Contract and Agreement is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision any payment for such care by Erath County for such children placed in the facility by the Judge of Erath County having juvenile jurisdiction.

San Patricio County, as required for the TIJD State Financial Assistance Contracts, hereby agrees to the following:

The goals, outputs, and measurable outcomes directly related to program objectives are:

Goals: Provide secure detention for juveniles referred for delinquent conduct, and have the juvenile available for return to the Court as requested by the contracting agency. Provide educational services for all juveniles placed in detention as available.

Outputs: Juveniles will attend class on a daily basis and participate in all programs of the facility. The detention facility staff will provide disciplinary reports prior to detention hearings, and will notify the contracting agency if the child is injured or ill and requires medical attention.

Measurable Outcomes: Detention will provide safety for the community as well as aid in reducing recidivism.

San Patricio County shall comply with all applicable federal and state regulations and with Department policies and procedures regarding services delivered under this contract. This provision includes, but is not limited to those regulations and policies directly or indirectly addressed by this contract.

Under Section 231.006, Family Code, San Patricio County represents and warrants that the individual or business entity named in this contract eligible to receive payment hereunder and acknowledges that this contract may be terminated and payment withheld if this representation and warranty is inaccurate.

San Patricio County shall also provide certification of eligibility to receive state funds as required by the Texas Family Code Section 231.006.

San Patricio County hereby represents and warrants that it has all necessary right, title, license and authority to enter into this contract.

San Patricio County further represents and warrants that it is qualified to do business in the State of Texas. There are no taxes due and owing to the State of Texas, the County of Erath or any political subdivision thereof, it holds all necessary licenses and certifications to operate the type of services being contracted for, it is in compliance with all statutory and regulatory requirements for its operation.

San Patricio County will also provide copies of all current agency licenses, certification, registration, or other necessary regulatory permits, etc. to the Erath County Juvenile Probation Department to be kept on file. It is San Patricio County responsibility to ensure that all documentation has Erath received and is updated accordingly.

San Patricio County and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile as required by Texas Family Code Section 261 and Title 37 Texas

Administrative Code Chapter 358, or successor provisions. Reports will be made in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse: Within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form by facsimile or email or by calling the toll-free hotline number. In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within twenty-four (24) hours of receipt; and
3. With respect to juveniles placed by Erath County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Erath County Juvenile Probation Department within twenty-four (24) hours.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency will be notified immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Justice Department will be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling the toll-free hotline. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile or by email; and
3. With respect to children placed by Erath County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Erath County Juvenile Probation Department within 24 hours.

San Patricio County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312(a)].

Under PREA, San Patricio County in complying with PREA standards [PREA §115.312(b)] shall make available to Erath County Juvenile Probation Department all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all

such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in San Patricio County, Texas.

San Patricio County shall conduct regular financial and programmatic monitoring of all service provider subcontractors to ensure performances of and compliance with contractual provisions between San Patricio County and any subcontractor.

This Contract shall not be construed as creating any debt by or on behalf of the Government of the State of Texas or the United States.

Erath County is responsible for closely monitoring San Patricio County and the exercising of reasonable care to enforce all terms and conditions of this contract. San Patricio County agrees that it will permit Erath County to examine and evaluate its program of services provided under the terms of this contract and to review client's records on a periodic basis. The examination and evaluation of the program will include site visitation, observation of programs in operations, interview and the administration of questionnaires to the staff of the Contractor and the clients when deemed necessary.

Erath County is responsible for closely monitoring San Patricio County and the exercising of reasonable care to enforce all terms and conditions of this contract. San Patricio County agrees that it will permit Erath County to examine and evaluate its program of services provided under the terms of this contract and to review client's records on a periodic basis. The examination and evaluation of the program will include site visitation, observation of programs in operations, interview and the administration of questionnaires to the staff of the Contractor and the clients when deemed necessary.

Audit, Records Maintenance, Access to Records

- (a) **San Patricio County** shall maintain and make available for review, inspection and/or audit by **Erath County**, the Comptroller General of the United States, the Office of the Governor, the State of Texas or any of their duly authorized representatives all books, records, documents, and other evidence reasonably pertinent to performance on all work under this contract, including changes or amendments thereto, in accordance with accepted professional practice, and appropriate accounting procedures and practices at **San Patricio County's** office. **San Patricio County** shall also maintain and make available at its office the financial information and data used by **San Patricio County** in the preparation or support of any cost submission or cost, price or profit analysis required for this contract or any negotiated sub-agreement or change order and a copy of the cost summary submitted to **Erath County**. **Erath County** or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, of the **San Patricio County's** books, **Erath County** or any of its duly

authorized representatives may, upon prior conference, with **San Patricio County**, copy records, and other pertinent documents. The parties in accordance with good business ethics shall handle all such information. **San Patricio County** shall provide proper facilities within the county of **Erath County** for such access and inspection.

- (b) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (c) **San Patricio County** agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs (a) and (b) above to **Erath County**. Where the audit concerns **San Patricio County**, the auditing agency will afford the **San Patricio County** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (d) **San Patricio County** must maintain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for at least three years following the closure of the most recent audit report or submission of the final expenditure if the audit report requirement has been waived by **Erath County**. Record retention is required for the purposes of federal and state examination and audit. **San Patricio County** may retain records in an electronic format. All records are subject to audit or monitoring during the entire retention period. **San Patricio County** must retain records for equipment, non-expendable personal property, and real property for a period of three years from the date of the item's disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the three-year records retention period, **San Patricio County** must retain the records under review until the resolution of all litigation, claims, or audit findings.
- (e) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this article shall have access to records at any reasonable time for as long as the records are maintained.
- (f) This right of access article applies to financial records pertaining to all sub-agreements and all sub-agreement change orders and amendments. In addition, this right of access applies to all records pertaining to all sub-agreements, sub-agreement change orders and sub-agreement amendments: to the extent the records reasonably pertain to sub-agreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the sub-agreement is terminated for default or for convenience.
- (g) **San Patricio County** agrees to conduct regular financial and programmatic monitoring/reporting of all services provided to **Erath County** to ensure performances or and compliance with contractual provisions between **San Patricio County** and **Erath County**.

- (h) **San Patricio County** agrees to include paragraphs (a) through (f) of this Article in all its contracts and all subcontracts there under and all change orders directly related to project performance.
- (i) **San Patricio County** will account separately for the receipt and expenditure of any and all state funds received pertinent to the subcontractor's provision of services.


San Patricio County agrees that in the performance of this contract, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (Title 41 CFR Part 60). **San Patricio County** assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this contract. Prohibited discrimination shall constitute substantial failure by **San Patricio County** to fulfill its obligations, and **Erath County** may terminate for default as provided by this contract.

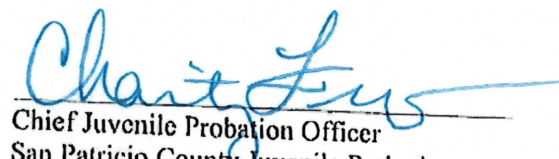
San Patricio County shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, Public Law 101-336 101 Congress, 2nd Session, 104 Stat. 327 (July 26, 1990).

This contract represents the entire contract between the parties, and supersedes any and all prior contracts between the parties, whether written or oral. Any amendments, modifications or supplements to this contract shall be in writing, and shall be signed by the party to be charged.

Produced in duplicate copies, each of which shall have the full force and effect of an original.


Executed this the ____ day of _____, _____, to be effective January 1, each copy hereof shall be considered an original copy for all purposes.


Chairman
San Patricio County Juvenile Board


Chief Juvenile Probation Officer
San Patricio County Juvenile Probation
Department

San Patricio County Judge

/s/ Blake Thompson as
Chairman
Erath County Juvenile Board


Chief Juvenile Probation Officer
Erath Co. Juvenile Probation Department


Erath County Judge

Commissioners Court Agenda

2. 4. e.

Meeting Date: 03/18/2024

Brief Title: Survey Plat for Establishing Legacy Oaks Subdivision in Precinct # 1

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action on request for Survey Plat establishing Legacy Oaks Subdivision located in Precinct # 1.

Attachments

Survey Plat for Legacy Oaks

PLAT ESTABLISHING

ESTABLISHING LEGACY OAKS SUBDIVISION OF G.H. PAUL SUBD. OF THE COLEMAN FULTON PASTURE COMPANY LANDS, RECORDS SAN PATRICIO COUNTY, TEXAS
AND BEING 19.9562 ACRES (869,294.2 SQ. FEET) OUT OF A CALLED 18.16 ACRES OUT OF THE NORTHEAST 1/4 OF SECTION 84,
G.H. PAUL SUBD. OF THE COLEMAN FULTON PASTURE COMPANY LANDS, OUT OF CALLED 159.77 ACRES CONVEYED TO
BRENT ALLEN DUGAT & BRANDON SCOTT , IN DOC. NO. 732914, O.P.R.S.PC.T.

STATE OF TEXAS
COUNTY OF SAN PATRICIO

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY
WAS APPROVED BY THE DRAINAGE DISTRICT OF SAN
PATRICIO COUNTY, TEXAS.

THIS THE ____ DAY OF 2024.

DRAINAGE DISTRICT - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY
WAS APPROVED ON BEHALF OF SAN PATRICIO COUNTY,
TEXAS. THIS THE ____ DAY OF __, 2024.

COMMISSIONER - SAN PATRICIO COUNTY, TEXAS

COUNTY JUDGE - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY
WAS APPROVED BY THE FLOOD PLAIN MANAGER OF
SAN PATRICIO COUNTY, TEXAS.
THIS THE ____ DAY OF __, 2024.

FLOOD PLAIN MANAGER - SAN PATRICIO COUNTY,
TEXAS

THE SUBJECT PROPERTY IS SITUATED WITHIN FLOOD ZONE "X". KNOWN AS AREAS
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. AS
INDICATED ON FEMA FIRM COMMUNITY PANEL NUMBER: 48409C0440E, MAP
EFFECTIVE DATE: NOVEMBER 4, 2016, FOR SAN PATRICIO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD
VALOREM TAXES OWED TO ALL OF THE TAXING UNITS
REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY
PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF
THE SUBDIVISION.

THIS THE ____ DAY OF __, 2024.

ASSESSOR AND COLLECTOR OF TAXES - SAN PATRICIO
COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO
THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS
APPROVED BY THE COUNTY ENGINEER OF SAN PATRICIO
COUNTY, TEXAS, AND I DO HEREBY STATE THAT TO THE BEST
OF MY KNOWLEDGE, THE PLAT OF THIS SUBDIVISION
COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF
THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT.
THIS IS THE ____ DAY OF __, A.D. 2024.

COUNTY ENGINEER - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE
PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT, BRANDON SCOTT DUGAT & BRENT ALLEN DUGAT,
EXECUTED THE SAME AS THE ACT AND DEED OF SAID LANDS FOR THE PURPOSE AND
CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS IS THE ____ DAY OF __, A.D. 2024.

OWNER: BRANDON SCOTT DUGAT

NOTARY PUBLIC

OWNER: BRENT ALLEN DUGAT

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THE SAN PATRICIO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH HAS APPROVED THIS PLAT
AFTER REVIEW FOR COMPLIANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
STANDARDS FOR WATER TAPS AND THE INSTALLATION OF APPROVED SEPTIC SYSTEMS. SEPTIC
SYSTEM PERMITS WILL BE OBTAINED FROM THE SAN PATRICIO COUNTY DEPARTMENT OF
ENVIRONMENTAL HEALTH PRIOR TO INSTALLATION. RINCON WATER WILL SUPPLY THE PROPERTIES
WITH WATER.

THIS IS THE ____ DAY OF __, A.D. 2024.

ENVIRONMENTAL DEPARTMENT- SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

I, GRACIE ALANIZ-GONZALES, CLERK OF THE COUNTY COURT IN AND FOR SAN PATRICIO
COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT DATED THE ____ DAY OF
____, 2024, AT ____ O'CLOCK ____ M IN THE MAP RECORDS OF SAN PATRICIO COUNTY,
TEXAS IN ENVELOPE __, TUBE __
WITNESS MY HAND AND SEAL OF THE COUNTY COURT, IN AND FOR SAID COUNTY AT MY
OFFICE, IN SINTON, TEXAS, THE DAY AND YEAR LAST WRITTEN.

COUNTY CLERK - SAN PATRICIO COUNTY, TEXAS

DEPUTY CLERK - SAN PATRICIO COUNTY, TEXAS

CLERK'S FILE NO.: _____

STATE OF TEXAS
COUNTY OF SAN PATRICIO
I, XAVIER D. SANDOVAL,
REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS,
DO HEREBY STATE THAT THIS PLAT REPRESENTS AN
ACTUAL SURVEY COMPLETED ON THE GROUND,
UNDER MY SUPERVISION, TO THE BEST OF MY
KNOWLEDGE AND ABILITY.

THIS IS THE ____ DAY OF __, A.D. 2024.

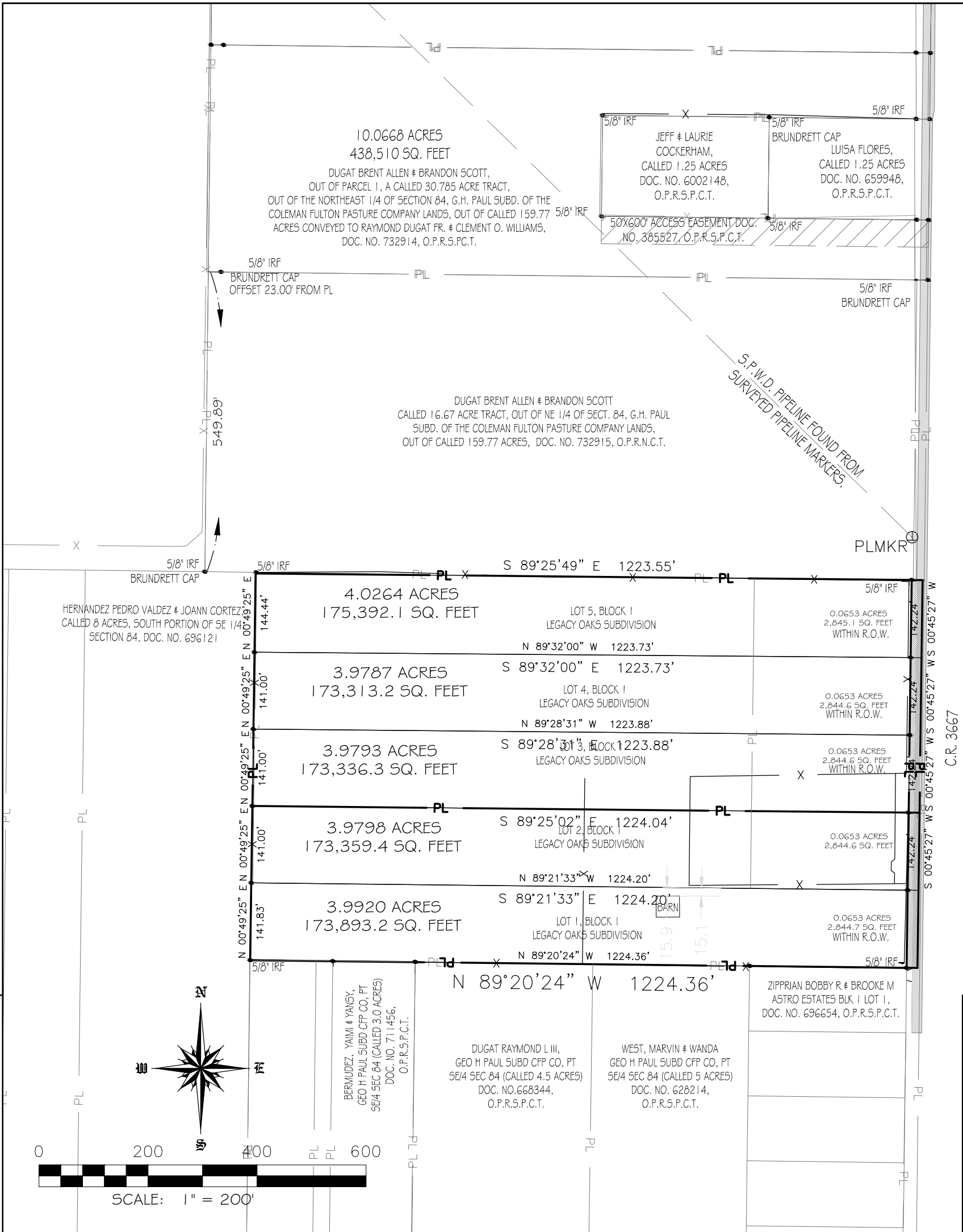
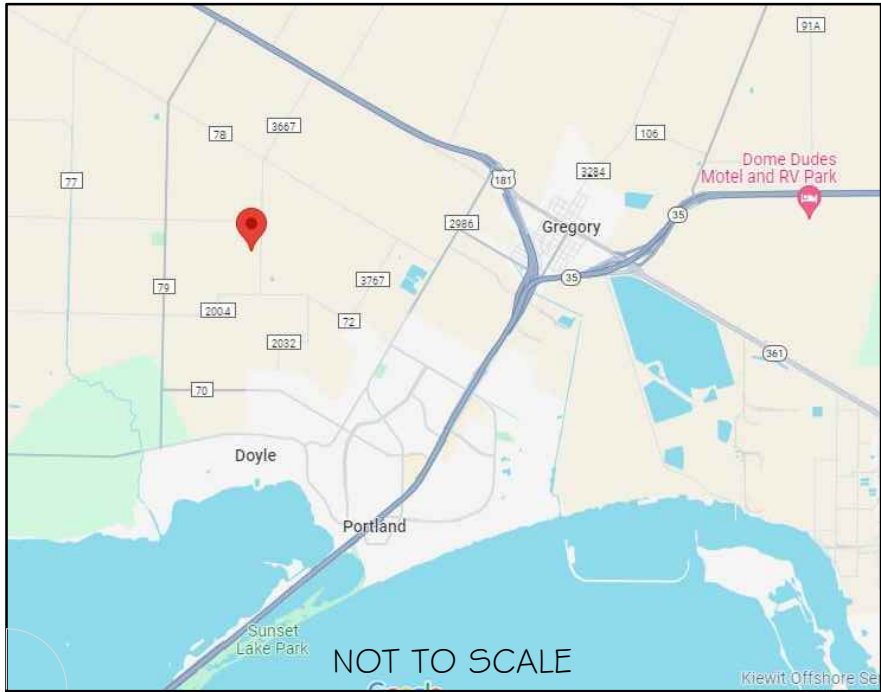
XAVIER D. SANDOVAL R.P.L.S. REG. NO.5886

- TOTAL PLATTED AREA CONTAINS:
- LOT 1 3.9798 ACRES (173,359.4 SQ. FEET)
- LOT 2 3.9798 ACRES (173,359.4 SQ. FEET)
- LOT 3 3.9793 ACRES (173,336.3 SQ. FEET)
- LOT 4 3.9787 ACRES (173,313.2 SQ. FEET)
- LOT 5 4.0264 ACRES (175,392.1 SQ. FEET)
- MINIMUM FINISHED HABITABLE FLOOR ELEVATIONS SHALL
NOT BE LESS THAN 24" ABOVE THE HIGHEST NATURAL GRADE
ADJACENT TO THE RESIDENCE.
- WASTE WATER SHALL BE TREATED BY INDIVIDUAL ON SITE
SEWAGE FACILITY (OSSF) THAT MEETS ALL TAC 30 CHAPTER
285 "ON SITE SEWAGE FACILITIES" AND SAN PATRICIO
COUNTY OSSF ORDER REQUIREMENTS.

NOTES:

- OWNER NAME & ADDRESS:
BRANDON SCOTT DUGAT & BRENT ALLEN DUGAT
- OWNERSHIP DEED REFERENCE & LEGAL DESCRIPTION:
OUT OF THE NORTHEAST 1/4 OF SECTION 84, G.H. PAUL SUBD. OF THE COLEMAN FULTON PASTURE COMPANY LANDS,
OUT OF CALLED 159.77 ACRES CONVEYED TO RAYMOND DUGAT FR. & CLEMENT O. WILLIAMS, DOC. NO. 732914,
O.P.R.S.PC.T.
- BUYER TO BE RESPONSIBLE FOR ALL UTILITIES INCLUDING WATER, ELECTRIC, AND
SEPTIC THAT MEET ALL COUNTY CODE REQUIREMENTS.
- GRID BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE
SYSTEM, NAD83, SOUTH ZONE 4205.
- O.P.R.S.P..C.T. = OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS.
- P.S.P.C.T. = PLAT RECORDS OF SAN PATRICIO COUNTY, TEXAS.
- D.R.S.P.C.T. = DEED RECORDS SAN PATRICIO COUNTY TEXAS.
- ALL PROPERTY CORNERS ARE 5/8" IRON RODS WITH ORANGE
PLASTIC CAP STAMPED "XDS" EXCEPT AS NOTED.

LOCATION MAP



SHEET NUMBER

01

DATE: 03/01/2024
JOB NUMBER: 24-205
REVISION 1
SCALE: 1" = 200'

Commissioners Court Agenda

2. 4. f.

Meeting Date: 03/18/2024

Brief Title: Survey Plat for DG Acres on FM 630 in Precinct # 3

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration and action on request for Final Survey Plat of property DG Acres located on FM 630 in Precinct # 3.

Attachments

Final Plat DG Acres on FM 630

Commissioners Court Agenda

2. 4. g.

Meeting Date: 03/18/2024

Brief Title: IFB 2024-001 Water Truck

From: Alonzo Arce, Assist Co Auditor 1

SUBJECT:

Consideration and action on awarding the bid for IFB 2024-001, a Water Truck to be used by Road and Bridge Precinct # 3.

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Attachments

Water Truck

San Patricio County IFB 2024-001 Water Truck
March 07, 2024 2PM CST

	Company	Total Bid Price
1	Company Name: Holt Cat Company Address 1319 SPID City, State, & Zip Corpus Christi, Texas 78416	\$237,500.00
2	Company Name: Company Address City, State, & Zip	
3	Company Name: Company Address City, State, & Zip	
4	Company Name: Company Address City, State, & Zip	
5	Company Name: Company Address City, State, & Zip	
6	Company Name: Company Address City, State, & Zip	
7	Company Name: Company Address City, State, & Zip	

Commissioners Court Agenda

2. 4. h.

Meeting Date: 03/18/2024

Brief Title: Status of RWE for County Roads

From: Tricia Astin, County Judge Court Coordinator

SUBJECT:

Consideration with possible action to terminate the Tax Abatement Agreement between San Patricio County and El Algodon Alto Wind Farm, LLC for Violation of Section 4.03, failure to repair damaged County-owned roads in accordance with Exhibit F of the Agreement, titled Road Use and Master Road Repair Agreement.

Commissioners Court Agenda

3. 1. a.

Meeting Date: 03/18/2024

Brief Title: Resignation - B. Dearman

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Becky Dearman - Resignation - Deputy Voter Registrar/Elections full time regular, non-exempt grade 103 at \$4,167.10 per month (\$24.04 hr.) effective March 7, 2024.

Attachments

PA - Resign - B. Dearman

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Becky Dearman**

Department: **Elections**

Effective Date Requested: **3/7/2024**

Action Requested

- () Employment
(**X**) Resignation
() Termination
() Salary Change
() Transfer
() Other:

Type of Employment

- (**X**) Full Time
() Part Time

Total Hours per week

- (**X**) Regular
() Temporary

Not to exceed

- (**X**) Non-Exempt

CURRENT

Title: Deputy Voter Registrar
Grade: 103
Salary: \$4,167.10 per month (\$24.04 hr.)
Budget Code 010-520-110

REQUESTED

Title: _____
Grade: _____
Salary: _____

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- () Application for Employment
() Driver Record Check

- () Pre-Employment Physical Passed
() Drug Test Passed



Signature of Human Resources Director

3/7/2024

Date

COMMISSIONER'S COURT ACTION

- () Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. b.

Meeting Date: 03/18/2024

Brief Title: Resignation - L. Penny

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Laure Penny - Resignation - Paralegal/County Attorney full time regular, non-exempt grade 109 at \$4,072.00 per month (\$23.49 hr.) effective March 22, 2024.

Attachments

PA - Resign - L. Penny

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Laure Penny**

Department: **County Attorney**

Effective Date Requested: **3/22/2024**

Action Requested

- () Employment
(**X**) Resignation
() Termination
() Salary Change
() Transfer
() Other:

Type of Employment

- (**X**) Full Time
() Part Time

Total Hours per week

- (**X**) Regular
() Temporary

Not to exceed

- (**X**) Non-Exempt

CURRENT

Title: Paralegal
Grade: 109
Salary: \$4,072.00 per month (\$23.49 hr.)
Budget Code 010-500-110

REQUESTED

Title: _____
Grade: _____
Salary: _____

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- () Application for Employment
() Driver Record Check

- () Pre-Employment Physical Passed
() Drug Test Passed


Signature of Human Resources Director

3/13/2024

Date

COMMISSIONER'S COURT ACTION

- () Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. c.

Meeting Date: 03/18/2024

Brief Title: Resignation - K. Thomas

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Kara Thomas - Resignation - Juvenile Supervision Officer/Juvenile Detention full time regular, non-exempt grade 106 step 1 at \$3,135.82 per month (\$18.09 hr.) effective March 22, 2024.

Attachments

PA - Resign - K. Thomas

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Kara Thomas**

Department: **Juvenile Detention**

Effective Date Requested: **3/22/2024**

Action Requested

- () Employment
(**X**) **Resignation**
() Termination
() Salary Change
() Transfer
() Other:

Type of Employment

- (**X**) **Full Time**
() Part Time

Total Hours per week _____

- (**X**) **Regular**
() Temporary

Not to exceed _____

- () Exempt
(**X**) **Non-Exempt**

CURRENT

Title: Full-Time JSO
Grade: 106 Step 1
Salary: \$3,135.82 /per month 010-682-110

\$50.00 /per month 010-682-185
\$3,135.82 / per month

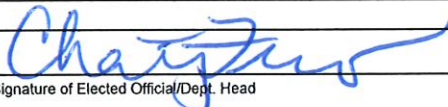
REQUESTED

Title: _____

Salary: _____

Reason for action taken: **Kara's last day will be March 22nd.**

Remarks: _____



Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY PERSONNEL DEPARTMENT

- () Application for Employment
() Driver Record Check

- () Pre-employment physical passed
() Drug Test Passed

Signature of Personnel Director

Date

COMMISSIONER'S COURT ACTION

() Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. d.

Meeting Date: 03/18/2024

Brief Title: Employment - J. Barrera

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Jose Barrera - Employment - Crewman/Road and Bridge #3 full time regular, non-exempt grade 104 step 1 at \$2,738.94 per month (\$15.80 hr.) effective April 2, 2024. Request by Elected Official is grade 1+ at \$2,773.33 per month (\$16.00 hr.).

Attachments

PA - Empl - J. Barrera

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Jose Barrera**

Department: **Road and Bridge #3**

Effective Date Requested: **4/2/2024**

Action Requested

- (☒) Employment
() Resignation
() Termination
() Salary Change
() Transfer
() Other:

Type of Employment

- (☒) Full Time
() Part Time

Total Hours per week _____

- (☒) Regular
() Temporary

Not to exceed _____

- (☒) Non-Exempt

RECOMMENDED

Title: Crewman
Grade: 104 Step 1
Salary: \$2,738.94 per month (\$15.80 hr.)
Budget Code 023-723-110

REQUESTED

Title: Crewman
Grade: 104 Step 1+
Salary: \$2,773.33 per month (\$16.00 hr.)
Budget Code 023-723-110

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- () Application for Employment
() Driver Record Check

- () Pre-Employment Physical Passed
() Drug Test Passed



Signature of Human Resources Director

3/13/2024

Date

COMMISSIONER'S COURT ACTION

- () Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. e.

Meeting Date: 03/18/2024

Brief Title: Employment - J. Jaworowski

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Joseph Jaworowski - Employment - Maintenance Assistant II/County Parks full time regular non-exempt, grade106 step 1 at \$3,135.81 per month (\$18.09 hr.) with a \$50.00 per month phone allowance effective April 2, 2024.

Attachments

PA - Empl - J. Jaworowski

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Joseph Jaworowski**

Department: **County Parks**

Effective Date Requested: **4/2/2024**

Action Requested

- (☒) Employment
(☐) Resignation
(☐) Termination
(☐) Salary Change
(☐) Transfer
(☐) Other:

Type of Employment

- (☒) Full Time
(☐) Part Time

Total Hours per week _____

- (☒) Regular
(☐) Temporary

Not to exceed _____

- (☒) Non-Exempt

RECOMMENDED

Title: _____
Grade: _____
Salary: _____

REQUESTED

Title: **Maintenance Assistant II**
Grade: **106 Step 1**
Salary: **\$3,135.81 per month (\$18.09 hr.)**
Budget Code **010-782-110**
\$50.00 per mth phone allowance

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- (☐) Application for Employment
(☐) Driver Record Check

- (☐) Pre-Employment Physical Passed
(☐) Drug Test Passed



Signature of Human Resources Director

Date

3/13/2024

COMMISSIONER'S COURT ACTION

- (☐) Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. g.

Meeting Date: 03/18/2024

Brief Title: Employment - M. Sanchez

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Maria Sanchez - Employment - Deputy County Clerk I/County Clerk part-time temporary, non-exempt grade 102 step 1 at \$14.33 per hour effective March 18, 2024.

Attachments

PA - Empl - M. Sanchez

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Maria Sanchez**

Department: **County Clerk**

Effective Date Requested: **3/18/2024**

Action Requested

- (☒) Employment
(☐) Resignation
(☐) Termination
(☐) Salary Change
(☐) Transfer
(☐) Other:

Type of Employment

- (☐) Full Time
(☒) Part Time

Total Hours per week _____

- (☐) Regular
(☒) Temporary

Not to exceed _____

- (☒) Non Exempt

CURRENT

Title: _____
Grade: _____
Salary: _____

REQUESTED

Title: **Deputy County Clerk I**
Grade: **102** **Step 1**
Salary: **\$14.33 per hour**
Budget Code 010-403-115

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- (☐) Application for Employment
(☐) Driver Record Check

- (☐) Pre-Employment Physical Passed
(☐) Drug Test Passed



Signature of Human Resources Director

3/16/2024

Date

COMMISSIONER'S COURT ACTION

- (☐) Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. h.

Meeting Date: 03/18/2024

Brief Title: Employment - K. Shumake

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Kevin Shumake - Employment - Heavy Equipment Operator I/Road and Bridge #3 full time regular, non-exempt grade 105 step 1 at \$2,930.67 per month (\$16.91 hr.) effective March 18, 2024. Request by Elected Official is step 11+ at \$4,940.00 per month (\$28.50 hr.).

Attachments

PA - Empl - K. Shumake

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Kevin Shumake**

Department: **Road and Bridge #3**

Effective Date Requested: **3/18/2024**

Action Requested

Type of Employment

- (☒) Employment
() Resignation
() Termination
() Salary Change
() Transfer
() Other:

- (☒) Full Time
() Part Time

Total Hours per week

- (☒) Regular
() Temporary

Not to exceed

- (☒) Non-Exempt

RECOMMENDED

Title: HEO I
Grade: 105 Step 1
Salary: \$2,930.67 per month (\$16.91 hr.)
Budget Code 023-723-110

REQUESTED

Title: HEO I
Grade: 105 Step 11+
Salary: \$4,940.00 per month (\$28.50 hr.)
Budget Code 023-723-110

Reason for action taken: _____

Remarks: _____



Signature of Elected Official/Dept. Head


3-7-24

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- () Application for Employment
() Driver Record Check

- () Pre-Employment Physical Passed
() Drug Test Passed



Signature of Human Resources Director

3/7/2024

Date

COMMISSIONER'S COURT ACTION

- () Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date

Commissioners Court Agenda

3. 1. i.

Meeting Date: 03/18/2024

Brief Title: Employment - D. Trejo

Submitted For: Norma Rivera, Personnel

From: Norma Rivera, HR Director

SUBJECT:

Diego Trejo - Employment - Maintenance Assistant I/County Parks full time regular, non-exempt grade 104 step 1 at \$2,738.94 per month (\$15.80 hr.) with a \$50.00 per month phone allowance effective April 2, 2024.

Attachments

PA - Empl - D. Trejo

**SAN PATRICIO COUNTY
REQUEST FOR PERSONNEL ACTION**

Employee Name: **Diego Trejo**

Department: **County Parks**

Effective Date Requested: **4/2/2024**

Action Requested

- (☒) Employment
(☐) Resignation
(☐) Termination
(☐) Salary Change
(☐) Transfer
(☐) Other:

Type of Employment

- (☒) Full Time
(☐) Part Time

Total Hours per week

- (☒) Regular
(☐) Temporary

Not to exceed

- (☒) Non-Exempt

RECOMMENDED

Title: _____
Grade: _____
Salary: _____

REQUESTED

Title: Maintenance Assistant I
Grade: 104 Step 1
Salary: \$2,738.94 per month (\$15.80 hr.)
Budget Code 010-782-110
\$50.00 per mth phone allowance

Reason for action taken: _____

Remarks: _____

Signature of Elected Official/Dept. Head

Date

CERTIFICATION BY HUMAN RESOURCES DEPARTMENT

- (☐) Application for Employment
(☐) Driver Record Check

- (☐) Pre-Employment Physical Passed
(☐) Drug Test Passed



Signature of Human Resources Director

3/13/2024

Date

COMMISSIONER'S COURT ACTION

- (☐) Recorded

Effective Date: _____

Other action: _____

Signature of Elected Official

Date