THE STATE OF TEXAS \* COMMISSIONERS COURT

COUNTY OF KENEDY \* OF KENEDY COUNTY, TEXAS

On the 24th day of August, 2021, at 2:00 o'clock p.m., a special meeting of the Commissioners Court of Kenedy County, Texas, was held in the Kenedy County Courthouse.

**Commissioners present:**

Charles E. Burns, III, County Judge

Joe Recio, Commissioner, Precinct No. 1

Israel Vela, Jr., Commissioner, Precinct No. 2

Sarita Armstrong-Hixon, Commissioner, Precinct No. 3, by phone

Gumecinda "Cindy" Gonzales, Commissioner, Precinct No. 4, by phone

**Also present:**

Veronica Vela, County & District Clerk

Leo Villarreal, Administrative Assistant

Allison Strauss, County Attorney, by phone

Irma Longoria, County Tax Assessor/Collector

Jennifer Cuellar, by phone

Thomas Denney

Homero Vera

JP Patti Fain

JP Cecilia Schulz

JP Jerry Miller

JP Jana Norrel

Jose E. Mendietta, Fire Chief

Ruben Hernandez, Maintenance Supervisor

Sandra Guzman, Sheriff’s Dept.

Daniel Almeida

Randall Maltby

Sandra Maltby

**Absent**:

Cynthia Salinas, County Treasurer

Ramon Salinas, County Sheriff

**1.** **Pledge of Allegiance**.

Judge Charles E. Burns led the Commissioners’ Court in the Pledge of Allegiance.

**2.** **Receive Public Comments**.

No public comments were made.

**3.** **Discuss & Act on the County’s Covid-19 Policy**.

Judge Charles E. Burns informed the Commissioners Court, members of the public and Kenedy County employees present that there was a need to develop a County Covid-19 Policy and to have it in place so that everyone would know the terms of the Covid-19 policy and thus would enable to keep the County Department Heads and employees informed and keep the County in full operation.

Judge Burns thanked Jennifer Cuellar and Cindy Salinas for the updated extended Covid-19 guidelines regarding the employee policy and procure plan and the American Rescue Plan Act (ARPA) which was extended on March 11, 2021 through September 30, 2021.

Judge Burns presented the below draft of the proposed Covid-19 terms and guidelines and encouraged the Commissioners and those present to present their Covid-19 concerns, issues and guidelines.

The following Covid-19 proposed policy terms were presented and discussed and modified by the Commissioners Court:

**Covid-19 & Delta Variant Health & Safety Policy**

1. Kenedy County offices will remain open and operate during normal working hours.
2. If an employee tests positive for Covid-19, he/she will be allowed to work from home, if possible. Per CDC guidelines, after 10 days from the date of testing positive, an individual is not contagious. If any employee is system free, the employee is to return to work. If the employee has Covid symptoms after the 10 days, the employee will need a doctor’s clearing Covid note to return to work.
3. If the employee has been exposed to an individual with Covid-19, the employee must inform their department head and get tested after 3-5 days following exposure. The employee’s quarantine will be subject to Covid-19 testing verification.
4. Masks will remain optional.
5. Department heads will have the authority to limit the number of people entering their office/workspace.
6. Kenedy County is working on establishing a Covid-19 testing unit within the county. Meanwhile, testing is offered in Kingsville and Falfurrias at:
7. 3421 N. FM 1355 near the City of Kingsville Health Department Animal Control & Care Center. Testing is available from 8 a.m. to 5 p.m. at no charge for those without insurance. If you have insurance, they will take it. Testing results average 1-1/2 days.
8. Stat-Care at 500 E. Caesar in Kingsville, opens at 9 a.m. The cost is $25 and only 55 people tested per day, 261-516-0800.
9. Access Care at 401 E. King in Kingsville, opens at 9 a.m., no cost, but will take your insurance. 45 min- 1 hour results. Hours are 9 a.m.-11 a.m. & 2 p.m. to 4 p.m. Testing only 12 people per hour, 361-221-2943.
10. Fred’s Pharmacy in Falfurrias at 202 W. Rice St., offers testing at no cost, but limited on a daily basis from 9:30 a.m. to 4 p.m. with results in 15 minutes. Need to call in the morning to verify availability of tests. 361-325-2662.

These terms will be added to Judge Burns’ Covid-19 Policy and present the Covid-19 Policy at the September 13, 2021 meeting for the Commissioners Court consideration and adoption.

This agenda item constituted a Covid-19 Policy workshop only; therefore, no vote was needed and none was taken.

**4.** **Review and Finalize Plans and Sign Contract to Begin Construction of the Justice of the Peace Building**.

Judge Charles E. Burns invited Randall Maltby with Maltby Builders, Inc. to address the Commissioners Court regarding the Justice of Peace Building Custom Design Plans. Randall and Sandra Maltby informed the Commissioners that the plans were complete but that the Architect had not yet placed his architectural stamp of approval on the plans which was essential before entering into the Construction Contract. They proceeded to present and discuss their revised proposed costs, which included the builder’s risk insurance and performance bond. However, the proposed cost did not include the architect or the engineer fees nor the cost of options presented to the Commissioners Court regarding the plans and specifications.

The Commissioners Court proceeded to address and decided on the options which are to be included in the plans and construction contract. The Commissioners Court decided to include in the contract options 1, 2, 3, 6 and 7.

Randall Maltby assured that the architect would soon complete this work and the engineer submit his windstorm drawings and inspection services and their fees would be added to the construction contract or paid directly to them.

Leo Villarreal informed the Commissioners Court that the JP Building hurricane shelter contract would be finalized once Maltby Builders would finalize the issues and matters discussed today.

Leo Villarreal proceeded to present an outline of the main contractual provisions.

1. The parties to the contract;
2. The construction documents, plans and specifications and materials;
3. The construction cost;
4. The drawing down payments;
5. Change orders must be in writing and signed by both parties;
6. The construction term and extension, if needed;
7. Substantial performance;
8. Construction warranty;
9. Dispute resolution;
10. Sovereign and governmental indemnity;
11. Insurances – to include Kenedy County as a party, parties indemnity, worker’s compensation; commercial general liability, automobile insurance, umbrella insurance; performance and payment bonds, builders risk with coverage of years after completion
12. Hazardous material
13. Notification
14. Records kept by both parties after completion
15. Clean up
16. Judge Burns should be named as the Kenedy County representative in the contract;
17. Judge Burns should be authorized to pay Maltby’s draws upon verification the work is performed to prevent late payment interest or penalties.

This being a workshop only, no vote was needed and none was taken.

**5.** **Discuss & Act on Payment of Bills.**

Judge Charles E. Burns presented the Commissioners Court with the bills that needed to be paid.

Commissioner Sarita Armstrong-Hixon moved and Commissioner Joe Recio seconded the motion; the motion was unanimously passed that the bills be paid as presented.

**6.** **Adjournment**.

There being no further business to come before the Commissioners’ Court, Commissioner Sarita Armstrong-Hixon moved and Commissioner Israel Vela, Jr. seconded the motion; the motion was unanimously passed that the Kenedy County Commissioners Court be adjourned at 3:40 o'clock p.m.

/s/ Charles E. Burns

Charles E. Burns, County Judge

/s/ Veronica Vela

Veronica Vela, County Clerk