

Commissioners Court of Coryell County, Texas
Notice of Public Meeting

Pursuant to Chapter 551, Texas Government Code, Open Meetings Act, the Commissioners Court of Coryell County, Texas will hold a regular meeting to conduct County business.

Date: November 23, 2021

Time: 9:00 am

Location: Commissioners Courtroom, 800 E Main Street, Suite A, Gatesville, Texas 76528

Join by Zoom Meeting at <https://txcourts.zoom.us/j/92872955805>

Meeting ID: 928 7295 5805

Telephone – 1-346-248-7799

Meeting ID: 928 7295 5805

AT 4:26 FILED
O'CLOCK P.M.

NOV 19 2021

AGENDA

Justine T. Newton
COUNTY CLERK, CORYELL CO., TEXAS

1. **Call to Order**
2. **Invocation**
3. **Pledges of Allegiance** to the flags of the United States and Texas
4. **Public Forum:** Citizens may address the Court on any matter other than matters concerning County personnel or matters under litigation. Each citizen will be allocated five minutes with a total time not to exceed 30 minutes.
5. **Consent Agenda:**
 - a. Accept the submission of the October 2021 Financial Summary report by the County Treasurer's Office.
 - b. Approve Minutes for Commissioners Court meeting November 9, 2021.
 - c. Approve Minutes for Commissioners Court meeting November 19, 2021.
 - d. Approve Minutes for Coryell County Historical Commission meeting October 13, 2021
6. Road and Bridge Report (Latham)
7. Discussion regarding County Road Speed Limits
8. Update on Coronavirus (COVID-19)
9. Consider contract with Bosque County for Jail inmates services.
10. Consider Resolution 2021-13; Joint Resolution and Statistical Information for Joint Primary.
11. Consider Coryell County Resolution No. 2021-14 and Adoption Agreement, Section 125 Premium Only Plan for Coryell County employees to be effective on January 1, 2022.
12. Consider Resolution 2021-15; candidates and votes for appointment to the Board of Directors Coryell Central Appraisal District.
13. Consider Budget Amendment for FY 2022.
14. Consider Interlocal Agreement to Develop a Regional Habitat Conservation Plan in Bell and Coryell Counties.
15. Pay Bills.

Closed Meeting/Executive Session

16. Pursuant to Sec 551.071, the Commissioners Court will conduct a closed meeting to consult with the County Attorney regarding pending or contemplated litigation.

Reconvene Open Meeting

Reports:

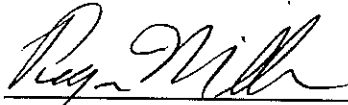
17. Commissioners' Reports

- a. Precinct 1 – Commissioner Matthews
- b. Precinct 2 – Commissioner Moore
- c. Precinct 3 – Commissioner Basham
- d. Precinct 4 – Commissioner Ashby

18. Judge's Report

Adjournment

Signed this 19th day of November 2021.



Roger A. Miller
Coryell County Judge

Monthly Report of the County Treasurer of Coryell County, Texas of
 Receipts and Disbursements for October 31, 2021, Inclusive:

	Beg Bal	Receipts	Disbursements	End Bal	Depository
GENERAL (10)	(11,255,789.21)	2,537,603.70	(1,763,924.47)	(10,482,109.98)	(10,482,109.98)
DONATIONS (10) bk(35)	649.70	0.00	0.00	649.70	649.70
GENERAL HI-FI	19,955,721.76	4,011.15	(2,000,000.00)	17,959,732.91	
JURY FUND	0.00	4,604.00	(4,604.00)	0.00	
CD	1,240,389.62	1,835.10	0.00	1,242,224.72	
UND R&B (20)	236,709.62	70,325.62	(405,875.12)	(98,839.88)	(98,839.88)
ROAD DIST 1 (21)	0.00	0.00	0.00	0.00	0.00
LAW LIBRARY (30)	19,548.50	1,940.80	(2,864.00)	18,625.30	18,625.30
CO CLRK REC MGM (31)	487,675.60	11,765.18	(2,060.13)	497,380.65	497,380.65
COUNTY FEES (19)	55,406.56	4,896.21	(201.43)	60,101.34	60,101.34
DIST CLK RM(08)	22,170.23	1,133.09	(3,455.00)	19,848.32	19,848.32
ARCHIVE RM (03)	250,768.87	10,927.00	0.00	261,695.87	261,695.87
CT RECORDS PRES (53)	63,406.66	1,024.00	(4,043.45)	60,387.21	60,387.21
COURTHSE SECURITY(32)	93,280.95	2,857.18	(1,308.04)	94,830.09	94,830.09
COURT REPTRS (33)	28,077.23	1,184.32	0.00	29,261.55	29,261.55
LEOSE TRAINING FD (34)	6,955.46	0.00	(479.55)	6,475.91	6,475.91
TECHNOLOGY FD (35)	22,648.85	1,186.29	(4,564.62)	19,270.52	19,270.52
SHERIFF BLOCK Grant(36)	0.00	0.00	0.00	0.00	0.00
CHILD ABUSE PREV (37)	12,585.58	27.79	0.00	12,613.37	12,613.37
INT & SINKING (60)	15,291.71	1,860.47	(174,256.00)	(157,103.82)	(157,103.82)
CAP IMPROVEMENT (70)	1,711,803.59	823.70	(28,446.86)	1,684,180.43	1,684,180.43
FIRE DEPARTMENTS (72)	33,510.64	864.89	(5,789.97)	28,585.56	28,585.56
PRE-TRIAL DIVERSION (74)	134,564.35	4,310.00	(19,035.73)	119,838.62	119,838.62
BAIL BOND BOARD (75)	69,182.06	0.00	0.00	69,182.06	69,182.06
CA HOT CK PROCESS (76)	3,336.06	144.35	(268.00)	3,212.41	3,212.41
VEHICLE INV TAX INT (077)	2,526.90	0.00	0.00	2,526.90	2,526.90
DA/SHER (78)	126,393.48	0.00	0.00	126,393.48	126,393.48
DA SAL. SUPP. (79)	15,741.72	0.00	(1,347.25)	14,394.47	14,394.47
52ND JD A. PROB (80-81)	433,412.80	27,041.70	(58,931.90)	401,522.60	401,522.60
52ND JD JUV PROB (90-93)	334,333.99	155,685.00	(36,420.58)	453,598.41	453,598.41
Tex First Foster Care Inv	123,679.24	26.26	0.00	123,705.50	
Tex First Parole Superv Inv	111,589.57	23.69	0.00	111,613.26	
PAYROLL CLEARING (98)	0.00	1,139,137.73	(1,139,137.73)	0.00	
Employee Benefit TR (99)	0.00	204,395.96	(204,395.96)	0.00	
CURRENT	0.00	273,563.04	(273,563.04)	0.00	0.00
CURRENT HI-FI (100)	271,007.98	1,308,959.00	(273,563.04)	1,306,403.94	
AMERICAN RES PLAN (101)	7,376,295.50	0.00	0.00	7,376,295.50	7,376,295.50
CRIME VIC (102)	(18,153.82)	20,424.53	(7,528.39)	(5,257.68)	(5,257.68)
HOT ATTF(103)	(6,641.46)	0.00	(5,961.89)	(12,603.35)	(12,603.35)
CRIME VIC (104)	(13,762.95)	3,499.25	(7,659.87)	(17,923.57)	(17,923.57)
Feasibility Study(105)	0.00	0.00	0.00	0.00	0.00
LOCAL EMER PL Grant (106)	0.00	0.00	0.00	0.00	0.00
HAZZARD MITIGATION (107)	0.00	0.00	0.00	0.00	0.00
MH DEPUTY GRANT (108)	(17,001.14)	17,756.69	(8,872.17)	(8,116.62)	(8,116.62)
HAVA ELECTION SECUR (1C)	0.00	0.00	0.00	0.00	0.00
ST REPTS (115)	73,496.86	37,897.65	(111,394.51)	0.00	0.00
	22,020,813.06	5,851,735.34	(6,549,952.70)	21,322,595.70	578,915.37

Signed: _____

Randa McFarlen

On this 23rd day of November, 2021, we the Commissioners' Court have examined the report of the County Treasurer and find it correct. We order our acceptance on the minutes of the Court.

County Judge: _____

Commissioner _____ Commissioner _____

Commissioner _____ Commissioner _____

ATTEST: _____ County Clerk

THE STATE OF TEXAS
CORYELL COUNTY COMMISSIONERS' COURT
November 9, 2021

COUNTY JUDGE
ROGER MILLER

COUNTY COMMISSIONERS
KYLE MATTHEWS, PRECINCT 1
DAREN MOORE, PRECINCT 2
RYAN BASHAM, PRECINCT 3
RAY ASHBY, PRECINCT 4

The Coryell County Commissioners' Court convened at 9:02 a.m. with a quorum present. County Judge, Roger Miller gave the invocation and led the Pledge to the American and Texas Flags.

Consent Agenda:

5.
 - a. The Court accepted the October 2021 Financial Summary report by the County Clerk's Office after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham. (Attached)
 - b. The Court accepted the October 2021 Financial Summary report by the County Tax Assessor/Collector's Office after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham. (Attached)
 - c. The Court approved the minutes for the Commissioners Court meeting held on October 26, 2021 after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
 - d. The Court approved the minutes for the Commissioners Court meeting held on November 5, 2021 after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
6. The Court accepted the canvass election returns for the November 2, 2021 election after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham. (Attached)
7. Dr. Donald Kelm gave an update and overview regarding Texas A&M Agrilife Extension Office. (Attached)
8. The Court approved the Cooperative Agreement between Texas A&M Agrilife Extension Service and Coryell County after a motion by Commissioner Kyle Matthews and a second by Commissioner Ray Ashby. (Attached)
9. Cody Wallace gave the Road and Bridge report.
10. The Court approved Court Order 2021-19; Order Declaring Equipment as Surplus/Salvage for the Road and Bridge Department after a motion by Commissioner Ryan Basham and a second by Commissioner Kyle Matthews. (Attached)
11. The Court approved Court Order 2021-20; Order Accepting Nathan Drive and Kenney Drive after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham. (Attached)
12. This item was tabled after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
13. The Court accepted a bid for a shop addition to the Road and Bridge Department from CBS Johnson Construction Co., Inc. with the maximum value being \$41,200 after a motion by Commissioner Ryan Basham and a second by Commissioner Kyle Matthews. (Attached)

14. Emergency Management Coordinator, Robert Harrell gave an update on Coronavirus (COVID-19).
15. The Court approved the First Amendment to Interlocal Cooperation Agreement Between Coryell County and Comal County for Jail Services after a motion by Commissioner Kyle Matthews and a second by Commissioner Ray Ashby. (Attached)
16. The Court approved the installation of equipment for fiberoptic cabling and internet service for the District Attorney, County Attorney, Annex, Main Street Annex, Courthouse (Floors 1-3), Sheriff's Office and the JP's office after a motion by Commissioner Kyle Matthews and a second by Commissioner Ray Ashby.
17. This item was tabled after a motion by Commissioner Ryan Basham and a second by Commissioner Kyle Matthews.
18. The Court approved giving notice of contract termination with LGS after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
19. The Court will not move forward with an RFP for copier services after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
20. The Court approved a copier contract with Ricoh after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham. There were 3 votes For and 1 vote Against. (Signed Contract Not presented)
21. The Court approved the amended custodian job description after a motion by Commissioner Kyle Matthews and a second by Commissioner Ray Ashby. (Attached)
- 21a. This item was tabled after a motion by Commissioner Kyle Matthews and a second by Commissioner Ryan Basham.
22. The Court voted to pay bills in the amount of \$808,456.63 after a motion by Commissioner Ray Ashby and a second by Commissioner Kyle Matthews.
- Closed Meeting/Executive Session:**
- 23-24. The Court recessed at 10:45 a.m. and entered into Executive Session to deliberate business and financial issues relating to a contract being negotiated; conduct a closed meeting to consult with its attorney concerning a settlement offer.
- Reconvene Open Meeting at 11:54 a.m.**
25. The Court accepted a settlement offer from Purdue Pharma L.P. in the amount of \$32,557.00 after a motion by Commissioner Ryan Basham and a second by Commissioner Kyle Matthews.
26. The Court approved an amended contract with Southwest Architects, LLC and the invoice payment from Southwest Architects in the amount of \$46,149.60 after a motion by Commissioner Ray Ashby and a second by Commissioner Kyle Matthews.
27. The Court will show its intent to support the Development of a Regional Habitat Conservation Plan in Bell and Coryell after a motion by Commissioner Kyle Matthews and a second by Commissioner Ray Ashby.

Reports:

28. Reports given.

27. Report was given.

This meeting was adjourned.

ROGER MILLER, COUNTY JUDGE

KYLE MATTHEWS, PRECINCT 1

DAREN MOORE, PRECINCT 2

RYAN BASHAM, PRECINCT 3

RAY ASHBY, PRECINCT 4

ATTEST: _____
JENNIFER NEWTON, COUNTY CLERK

MINUTES OF THE CORYELL COUNTY HISTORICAL COMMISSION
October 13, 2021

The Coryell County Historical Commission met at 2:00 pm. Wednesday, October 13, 2021, in the County Commissioners Courtroom of the Coryell County Main Street Annex. Presiding over the meeting was Chairman Danny Corbett, with members Nancy Ashcraft, Sherry Lawrence, and Sherry Hopson present. Janis Barnhill, Bob Johnson, and Sammie Skinner had excused absences.

Sherry Lawrence moved that the Minutes be approved as written. Nancy Ashcraft seconded the motion, and the Minutes were approved.

In the Financial Report Nancy Ashcraft reported a previous bank balance of \$9,078.22. 36 cents in interest was earned and two checks were written for sponsorships, \$250 for the Old Time Fiddlers Contest and \$100 for the Copperas Cove Heritage Festival. The current balance is \$8,728.22. Sherry Lawrence moved to approve the report, and Sherry Hopson seconded it, and it was approved.

In discussing historical markers, Sherry Lawrence presented two versions of the narrative for the Carver School Undertold Marker Application. Version #1 is a traditional style that kept all of the facts in chronological order. Version #2 started with the integration of the schools, then the history of the Carver school follows. Sherry Lawrence explained that the section about integration was important when seeking approval for the Undertold Marker program. After discussing the merits of the two versions, Version #2 was selected. Since we had previously voted to place the marker at the Gatesville ISD Administration building, we must have approval of the property owner (Gatesville ISD). It was decided that David Scott, Marker Chairman, would speak with Dr. Pollard to seek permission to place the marker on Gatesville ISD property.

In Old Business, Chairman Corbett presented information about the dates that each of the National Register properties were placed onto the National Register.

The dates are as follows:

Coryell County Courthouse	1977
Ogletree Stage Stop	1979
Mother Neff State Park	1992
Leon River Bridge	2017

Nancy Ashcraft has found the solar lights needed for the flag at Freedom Park. It was also mentioned that we will need hardware to re-install the flag. In addition we needed someone to install the hardware. Nancy volunteered to talk with Mr. Parry to see if the City of Gatesville can assist in the installation of the flag hardware. Sherry Hopson made a motion to buy the necessary hardware. Sherry Lawrence seconded and the motion was approved.

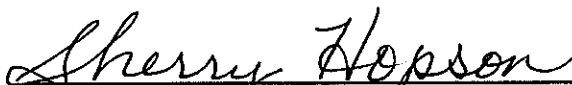
In New Business, Judge Miller has informed the Historical Commission that Jerry Sullivan may be interested in joining the Commission. He will be invited to the next meeting.

Judge Miller also informed the Commission about a drawing found in the County Clerk's Office of an iron bridge near the Pancake Community. Judge Miller will have the drawing brought to us so that we can find a suitable place to display it.

There being no bills due, Sherry Hopson moved to adjourn. Sherry Lawrence seconded the motion, and the meeting was adjourned.



Danny Corbett, Chairman



Sherry Hopson, Substitute Secretary

**Coryell County
Speed Limits for County Roads**

SEP 22 2016

Julia Simpson
CLERK, CORYELL CO., TEXAS

Date of Court Order	LOCATION	Proposed Speed Limit
8/19/1974	Barton Lane	35
6/26/1978	Big Valley (Big Valley Ranchettes)	
	Arrowwood	30
	Big Valley Road	30
	Brinegar	30
	Mountain View	30
	Deadwood	30
	Tonkawa Rd	30
	Palo Duro Circle	30
	Gila Bend	30
	Vigilante	30
8/24/1998	Blue Creek Road	35
5/23/1977	(Bluestem/Sunset Estates) Area	
	Bluestem Dr	30
	Cactus Ln	30
	Flintrock Dr	20
	Greystone Dr	20
	Pheasant Dr	20
	Sunset Dr	20
	Bluebonnet Dr	20
	Wagon Wheel Lane	20
	Rocky Lane	20
	Arrow Dr	20
	Beaver Ln	20
	Crest Court	20
	Hempel Dr	30
	Hilltop Court	20
	Hilltop Dr	20
	Topaz	20
	Kenny	20
	Nathan	20
	Myrtle	20
	Twin Mountain	30
	Kubitz Road	30
	Spring	20
	Onyx	30

**Coryell County
Speed Limits for County Roads**

Date of Court Order	LOCATION	Proposed Speed Limit
7/13/1998	Cedar Ridge	
	Cedar Ridge Road	40
	Boulder Rd	30
	Cedar Circle	30
	Greenwood Circle	30
	Pebble Lane	30
	Rocky Rd	30
9/23/2013	Cedar Mountain Rd	40
	Homestead Dr	30
	Canyon Dr	30
	Windy Lane	30
	Deer Ridge Rd	30
4/16/2004	CR 176	40
	CR 238	45
8/26/2013	CR 245	45
	CR 274	45
3/14/2005	CR 303 (section starting 1/2 mile before the city limits of Oglesby)	30
	CR317	30
	CR 318	30
	CR 321	35
6/13/2005	CR 329	15
8/12/2002	CR 345	25
2/24/1986	Dove Lane	30
11/25/1996	Fort Panic Rd	30
1/26/2004	Sierra Vista/Hines Ranches	
	Bueno Ln	30
	Shell Mt Dr	30
	Circle Drive S.	30
	Circle Drive N	30
	Doras Ln	30
	Hard Bargain Dr	30
	High Mesa Dr	30
	Linda's Lane	30
	Skyline Circle	30
	Harvey's Valley Rd	30

**Coryell County
Speed Limits for County Roads**

Date of Court Order	LOCATION	Proposed Speed Limit
	(Continued Sierra Vista) Holman Circle	30
	Longview Circle	30
	Los Indios Dr	30
	Mountain Dew Drive	30
	Short Circuit Rd	30
	Sierra Vista Road	30
	Spotted Fawn Dr	30
	Vista Circle	30
	Wood Glen Dr	30
5/29/2001	Leisure Acres Rd	35
3/22/1985	Lutheran Church Rd	45
12/14/1987	Oak Springs Rd	40
4/12/2004	Old Fort Gates Rd	30
2/27/2012	Old Georgetown	45
11/24/2008	Old Osage Road	30
5/24/2004	Perryman Creek Rd	35
3/23/2009	River Road	30
10/13/1997	Straws Mill Rd (section from city limits of Gatesville to Leon River low water crossing)	30
12/22/1997	Summers Rd	30
5/9/1994	Whispering Oaks	
	Whispering Avenue	20
	Rustling Circle	20
	Rustling Avenue	20
	Lonesome Oaks Dr	30
	Whispering Oaks Drive	30
	Willow Loop	
	Poplar Dr	30
	Mulberry Dr	30
	Connell St	30
	Pine Cir	30
	Mimosa Dr	30
	Willow Loop	30
	Thomas St	20
	Gaylon Dr	20

**Coryell County
Speed Limits for County Roads**

Date of Court Order	LOCATION	Proposed Speed Limit
	Coleton Dr	20
	Duncan Rd	40
	River Oaks	
	Liberty Street	30
	Centennial St	30
	Thompson St	30
	River Oaks Dr	30
	Virginia Dr	30
	Fowler St	30
	Woodson St	30
	Gates Dr	30
	Moccasin Bend (From 2412 to Leon River)	35
	Oak Ridge	30
	Western Ridge	30
	Rainer Rd	30
	Reno	30
	(Rolling Hills/Forest Hills Area)	
	Skyline Dr	30
	Susan St	30
	Barbara St	30
	Jerry St	30
	Robert St	30
	Rolling Hills Rd	30
	Star Lane	40
	Winter Road	30
	Old Pidcoke Rd	30
	King Ranch Rd	30
	King Country Rd	30
	Julia Dr	30
	Hereil	30
	CR 150	30

INTERLOCAL COOPERATION AGREEMENT

**COUNTY OF CORYELL/COUNTY OF BOSQUE
HOUSING JAIL INMATES**

This INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on the last date herein written (hereinafter referred to as the "Effective Date"), by and between the COUNTY OF BOSQUE, a political subdivision of the State of Texas (hereinafter referred to as "BOSQUE"), and the COUNTY OF CORYELL, a political subdivision of the State of Texas (hereinafter referred to as "CORYELL"), BOSQUE AND CORYELL may hereafter be referred to singularly as a "Party" or collectively as the "Parties". This Agreement is entered into by Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

Whereas, CORYELL is seeking to provide for the housing and care of certain inmates of CORYELL; and

Whereas, BOSQUE currently has excess capacity and the ability to provide housing and care for such inmates of CORYELL at the BOSQUE county jail (hereinafter referred to as the "Jail");

Whereas, the Parties desire to enter into this agreement pursuant to which BOSQUE will provide detention services for inmates of CORYELL at the jail owned, operated, and managed by BOSQUE;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The purpose of this agreement is to establish the terms and conditions under which BOSQUE will provide to CORYELL detention services for CORYELL inmates at the jail owned, operated, and managed by BOSQUE.

ARTICLE II

TERM

2.01 The term ("Term") of this Agreement shall commence on the effective date and shall terminate on 12/31/2022, BOSQUE and CORYELL may renew the agreement on an annual basis for three (3) additional one (1) year periods commencing on January 1, 2023 through December 31, 2023. The Agreement shall renew automatically upon the expiration of the current term unless BOSQUE or CORYELL provides the other party with written notice of its desire not to renew the agreement. Such notice shall be provided at least ninety (90) days prior to the expiration of the current term. All agreements between the parties are set out in this agreement and no oral agreements which are not contained in this agreement will be enforceable against any party.

2.02 Notwithstanding Article II, Section 2.01 hereof, this agreement will terminate in the event sufficient funds are not appropriated by the CORYELL County Commissioners Court to meet the CORYELL'S fiscal obligations herein, or if sufficient funds are not appropriated by BOSQUE County Commissioner's Court to meet the BOSQUE'S service obligations agreed hereto in any fiscal year. In such event, the terminating party agrees to give the non-terminating party sixty (60) days written notice of its intention to terminate.

2.03 The parties hereby agree that, notwithstanding any other language to the contrary herein, either BOSQUE or CORYELL may terminate this agreement with or without cause by giving to the other party thirty (30) days written notice of its intention to terminate.

ARTICLE III DESIGNATED REPRESENTATIVES

3.01 BOSQUE hereby appoints Trace Hendricks, BOSQUE County Sheriff, as its designated representative under this agreement.

3.02 CORYELL hereby appoints SCOTT WILLIAMS, CORYELL County Sheriff, as its designated representative under this agreement.

3.03 A party may change its designated representatives at any time by providing the other parties with written notice of the change pursuant to Article X, Section 10.01 herein below.

ARTICLE IV OBLIGATIONS

4.01 BOSQUE agrees to accept and provide for the secure custody, care and safekeeping of inmates of CORYELL in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards (“Jail Commission”). The parties agree that any inmate of CORYELL shall be eligible for incarceration at the jail under this agreement provided that the incarceration of such inmate is in accordance with the standards of the jail commission approved custody assessment system in place at the jail. CORYELL does not guarantee a minimum number of inmates to be housed in the jail under this agreement. Furthermore, CORYELL understands and agrees that BOSQUE will house CORYELL’S inmates provided the jail has available beds.

COMPLIANCE WITH LAW AND BOSQUE CAPACITY LIMITS: Nothing herein shall create any obligation upon BOSQUE to house the CORYELL inmates where the housing of said inmates will, in the opinion of BOSQUE’S Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff’s opinion, create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible, violation of the constitutional rights of the inmates housed at the facility. At the time that the BOSQUE Sheriff determines that a condition exists at the BOSQUE facility necessitating the removal of the CORYELL prisoners, or any specified number thereof, CORYELL shall, upon notice by the BOSQUE Sheriff to the Sheriff of CORYELL, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 BOSQUE shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the jai, subject to the terms and conditions of this agreement. Routine medical services provided to CORYELL inmates shall also be in accordance with BOSQUE Health Services Plan for BOSQUE inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2

4.03 CORYELL agrees that it is responsible for the transportation of inmates of CORYELL to and from the jail, including but not limited to transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from BOSQUE for any purpose, including non-routine medical services not covered by this agreement, as provided in Article IV, Section 4.06 herein below.

4.04 BOSQUE agrees to provide reasonable medical services to inmates of CORYELL only as follows:

- (a) BOSQUE shall provide routine medical services to inmates of CORYELL in the jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
- (b) BOSQUE shall provide non-routine medical services to inmates of CORYELL, which are necessitated by an emergency or by a life threatening medical situation, including ambulance transportation or emergency flight if required at the cost of CORYELL.

In the event an inmate of CORYELL requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical, mental health services, prescription drugs and treatments, BOSQUE agrees to contact CORYELL'S designated representative to advise the designated representative of (i) the identity of CORYELL inmate; (ii) the type of the medical service and/or treatments BOSQUE has determined the CORYELL inmate requires; (iii) any services or treatments the CORYELL inmate has received at the jail in connection with the illness or condition for which BOSQUE is contacting CORYELL'S designated representative; (iv) a contact name and telephone number of the representative with BOSQUE that determined the medical services and/or treatments are necessary for the CORYELL inmate; and (v) the arrangements which have been made to transport the CORYELL inmate back to CORYELL county to receive the medical services and/or treatments. In addition, should a CORYELL inmate be hospitalized for any reason at a non-BOSQUE county facility, BOSQUE shall provide CORYELL with the information required in the terms (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the CORYELL inmate that is familiar with the CORYELL inmates condition. BOSQUE County shall submit invoices for such medical services with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings. BOSQUE County has the right to arrange for the hospital or healthcare provider to bill CORYELL County directly for the cost of the hospitalization and or medical care, rather than BOSQUE paying the costs and billing the same to CORYELL County. If the hospital or health care provider refuses to bill CORYELL County directly, CORYELL County shall reimburse BOSQUE County for such cost within forty-five (45) business days of receipt of an invoice from BOSQUE County therefore, which invoices may be delivered personally, by facsimile, by mail, or by other reliable courier.

GUARDING OFF SITE PRISONERS: In the event that an inmate must be hospitalized or requires medical services or other services outside the BOSQUE jail, then CORYELL will compensate BOSQUE for the wages and expenses of the other(s) assigned to guard the prisoner. In any circumstances wherein a prisoner must remain in the hospital or medical facility for a period exceeding twelve (12) hours (from the time that prisoner first arrives at the hospital or medical facility), then CORYELL has the duty to guard the prisoner and CORYELL shall provide all personnel necessary to guard the prisoner. Such prisoner in a hospital or medical facility may be released from BOSQUE jail to CORYELL at the discretion of the BOSQUE Sheriff.

4.05 CORYELL AND BOSQUE understand that the detention services to be provided under this agreement include only basic custodial care and supervision, and do not include any special education, vocational, or other programs.

4.06 Zoom/Court Hearings: BOSQUE will assist in Zoom proceedings on a limited basis. Zoom hearings/court proceedings that include more than one (1) inmate or are anticipated to exceed thirty (30) minutes, will require a deputy/jailer from CORYELL to be present and attend the proceedings.

4.07 BOSQUE reserves the right for BOSQUE to review the background of inmates sought to be transferred to the jail, and CORYELL agrees to cooperate with and provide information reasonably requested regarding any such inmate. BOSQUE reserves the right to refuse acceptance of any such inmate, if in a reasonable judgment of BOSQUE's designated representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the jail.

ELIGIBILITY FOR INCARCERATION AT FACILITY: Only inmates of CORYELL who meet the following requirements shall be eligible for incarceration in the facility:

- (a) The inmate must be otherwise eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place and the CORYELL jail and pursuant to custody assessment system in place at the BOSQUE facility.
- (b) The inmate must not have any existing major medical problems.
- (c) The inmate must not have tested positive for tuberculosis (TB).
- (d) The inmate must not have attempted suicide or scored high on suicide screening test.
- (e) The inmate must not have committed any act of violence against a detention officer or another inmate.
- (f) The inmate must not be deemed by BOSQUE as someone who would be detrimental to the operation of BOSQUE's facility; and

All inmates proposed by CORYELL to be transferred to the BOSQUE facility under this agreement must meet all of the eligibility requirements set forth above. BOSQUE reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that BOSQUE does not believe to be properly classified as a non-high risk inmate. Furthermore, if any inmate's eligibility classification changes while incarcerated at the BOSQUE facility, BOSQUE reserves the right to demand that CORYELL pick up and remove the inmate within twenty four (24) hours of being notified by BOSQUE.

4.08 BOSQUE further agrees that should a prisoner be injured while being housed by BOSQUE that BOSQUE will within ten (10) days notify CORYELL of said injury and provide CORYELL with copies of all incident reports relating to injury.

4.09 BOSQUE, subject to the Texas Constitution, the Texas Tort Claims Act, and other applicable state statutes, shall be fully responsible and liable for all suits, claims, losses, and expenses including reasonable attorney's fees, arising out of BOSQUE's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by BOSQUE in the jail and including the transfer of prisoners to and from the jail unless transported by CORYELL.

4.10 BOSQUE, agrees to magistrate, book-in/fingerprint, bond and release CORYELL inmates from BOSQUE's facility.

**ARTICLE V
PAYMENT OF SERVICES**

5.01 CORYELL agrees to pay BOSQUE a per-diem rate for detention services under this agreement in the amount of SIXTY FIVE and NO/100 DOLLARS (\$65.00) for male inmates and SIXTY FIVE and NO/100 DOLLARS (\$65.00) for female inmates for each inmate for each day that detention services are provided from the effective date through the term of this agreement. The parties agree that a portion of any day shall be computed as a full day under this agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the jail. CORYELL shall not be responsible for any prorated per diem fees for any partial day that includes the day of departure or any inmate.

5.02 CORYELL understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04 (a) hereinabove, are included in the per diem rate for detention services provided under this agreement, and reasonable medical expenses for services that are required to provide pursuant to Article IV, Section 4.04 (b) hereinabove shall be the responsibility of CORYELL.

5.03 BOSQUE agrees to issue a monthly invoice to CORYELL addressed to the CORYELL County Sheriff at CORYELL County Sheriff's Office, 510 Leon Street, Gatesville, Texas 76528, with a copy to CORYELL'S designed representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of CORYELL under this agreement as well as the period of time for which the invoice applies. The invoice submitted by BOSQUE hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by CORYELL, then CORYELL agrees to notify BOSQUE in writing of the dispute amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The parties agree that only payment of the disputed amount may be retained by CORYELL until the dispute matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.04 Payments by CORYELL to BOSQUE for the detention services provided under this agreement must be made from current revenues available to CORYELL. The payment of funds under any provision of this agreement by CORYELL is contingent upon an appropriation by CORYELL to cover the provisions of this agreement. Neither CORYELL, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of CORYELL may make any representations or warranty as to whether any appropriation will, from time to time, be made by the governing body of CORYELL. The failure of CORYELL to appropriate sufficient funds will not cause CORYELL to be in default under this agreement, and BOSQUE'S sole and exclusive remedy shall be to terminate this agreement.

**ARTICLE VI
RECORDS**

6.01 CORYELL agrees to provide BOSQUE with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the jail under this agreement as well as any medical records or other relevant information in the possession of CORYELL for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.02 Upon request BOSQUE agrees to provide CORYELL with copies of any records or reports maintained by BOSQUE that are applicable to the particular inmate of CORYELL relating to that inmate's detention at the jail under agreement.

6.03 The parties agree that BOSQUE shall not be responsible for the computation of processing of any inmate's time of confinement, including but not limited to, computation of good time awards/credit and discharge dates. In addition, BOSQUE shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing record keeping and or paperwork requirements shall continue to be the responsibility of CORYELL.

**ARTICLE VII
TEXAS LAW TO APPLY**

7.01 This agreement shall be constructed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in the District Courts in BOSQUE County, Texas, or the Federal District Courts in the Northern District of Texas, San Angelo Division.

**ARTICLE VIII
LEGAL CONSTRUCTION**

8.01 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE IX
AMENDMENTS**

9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this agreement and duly authorized by the governing bodies of BOSQUE and CORYELL.

**ARTICLE X
NOTICES**

10.01 All notices to be given under this agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the property party at the address which appears below or at such other address as the parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to BOSQUE: Judge Cindy Vanlandingham
 Bosque County Judge
 Bosque County Courthouse
 110 S. Main Street
 Meridian, Texas 76665

With copy to: Sheriff Trace Hendricks
 Bosque County Sheriff's Office
 P.O. Box 741
 Meridian, Texas 76665

If to CORYELL : Judge Roger Miller
 Coryell County Judge
 Coryell County Main Street Annex
 800 East Main Street, Suite A
 Gatesville, Texas 76528

With copy to: Sheriff Scott Williams
 Coryell County Sheriff's Office
 510 Leon Street
 Gatesville, Texas 76528

**ARTICLE XI
AGREEMENT**

11.01 No party may assign its rights, privileges, or obligations under this agreement, in whole or in part, without the written consent of the other party. Any attempt to assign without such approval shall be void.

**ARTICLE XII
COMPLIANCE WITH LAWS AND ORDINANCES**

12.01 The parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this agreement.

**ARTICLE XIII
PRIOR AGREEMENTS SUPERSEDED**

13.01 This agreement constitutes the sole and only agreement of the parties hereto and supersedes all prior understandings or written or oral agreements between the parties regarding the subject matter of this agreement.

**ARTICLE XIV
MULTIPLE COUNTERPARTS**

14.01 This agreement may be executed in counterparts by the parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute by one and the same instrument.

**ARTICLE XV
PARTIES BOUND**

15.01 This agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this agreement. Each representative whose signature appears on this agreement represents and does certify that they have the authority to enter into this agreement for their represented party. There are no third party beneficiaries to this agreement.

COUNTY OF BOSQUE

BY: _____ Date: _____
Cindy Vanlandingham
Bosque County Judge

Attest:

BY: _____ Date: _____
Tabatha Ferguson
Bosque County Clerk

BOSQUE COUNTY SHERIFF'S OFFICE

BY: _____
Trace Hendricks, Sheriff
Bosque County, Texas

Date: _____

COUNTY OF CORYELL

BY: _____
Roger Miller
Coryell County Judge

Date: _____

Attest:

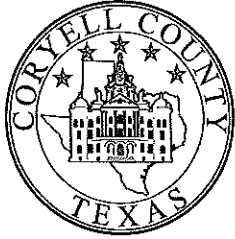
BY: _____
Jennifer Newton
Coryell County Clerk

Date: _____

CORYELL COUNTY SHERIFF'S OFFICE

BY: _____
Scott Williams, Sheriff
Coryell County, Texas

Date: _____



COMMISSIONERS' COURT OF CORYELL COUNTY, TEXAS

CORYELL COUNTY RESOLUTION No. 2021 - 13

**JOINT RESOLUTION AND STATISTICAL INFORMATION
FOR JOINT PRIMARY**

WHEREAS, the Democratic Party of Coryell County, Texas, and the Republican Party of Coryell County, Texas, desire to enter into a 2022 Joint Primary Election Services Contract with the Coryell County Tax Assessor-Collector, as the County Election Officer.

WHEREAS, the Commissioners Court of Coryell County, Texas desires to give authorization for said Contract.

THEREFORE, IT IS DECREED

Said Commissioners Court authorizes a Joint Contract by and among, Gene Whittle, Democratic Party County Chair, and Jack Barcroft, Republican Party County Chair, and Justin Carothers, County Election Officer of Coryell County, Texas, for the conduct and Supervision of the Coryell County Joint Primary Election on March 1, 2022, And the Coryell County Joint Primary Runoff Election, if necessary, on May 24, 2022.

PASSED, APPROVED, AND ADOPTED on this 14th day of December 2021 at a regular Meeting of the Commissioner's Court, which meeting was held in compliance with the Open Meetings Act, Texas Government Code, 551.001, at which meeting a quorum was present and voting.

Roger Miller, County Judge

Kyle Matthews, Commissioner Precinct 1

Daren Moore, Commissioner Precinct 2

Ryan Basham, Commissioner Precinct 3

Ray Ashby, Commissioner Precinct 4

Coryell County Democratic Party

Coryell County Republican Party

By: _____, County Chair
Gene Whittle

By: _____, County Chair
Jack Barcroft

County Elections Official

By: _____, Tax Assessor-Collector
Justin Carothers

Certificate of Resolution (2022) # 2021-14

For Coryell County

Section 125 Premium Only Plan

Plan Year Ending December 31, 2022

The undersigned Secretary or Principal of **Coryell County** hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **January 1, 2022**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **January 1, 2022**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

ATTEST:

COUNTY CLERK

Adoption Agreement (2022)

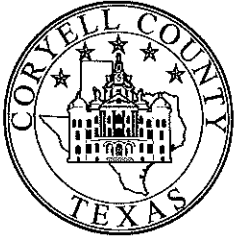
For Coryell County

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: Coryell County**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **January 1, 2022**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective January 1, 1996.
4. **Plan Year:** The Amended Plan year shall begin on **January 1, 2022**, and end on **December 31, 2022**. Future plan years will be based on the same twelve-month period beginning each **January 1** and ending each **December 31**.
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. State of Texas
 - b. Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
Coryell County



COMMISSIONERS' COURT OF CORYELL COUNTY, TEXAS

CORYELL COUNTY RESOLUTION No. 2021 - 15

**RESOLUTION BY THE GOVERNING
BODY OF CORYELL COUNTY
TO VOTE ON CANDIDATES FOR APPOINTMENT TO
THE BOARD OF DIRECTORS OF THE CORYELL
CENTRAL APPRAISAL DISTRICT**

WHEREAS, pursuant to Chapter 6 of the Texas Property Tax Code, Coryell County is authorized to nominate and vote on the appointment of a member or members to the Board of Directors of the Coryell Central Appraisal District ("Coryell CAD"); and

WHEREAS, pursuant to Section 6.03 of the Texas Property Tax Code, Coryell County may cast its votes for one or more of the candidates who have been nominated for appointment to the board of directors; and

WHEREAS, the Chief Appraiser has delivered a written ballot listing the candidates whose names were submitted for appointment to the Board of Directors to the Coryell CAD; and

WHEREAS, Coryell County has determined that it would be in the public interest to cast its votes for the following candidates for appointment to the board of directors of the Coryell CAD,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORYELL CENTRAL APPRAISAL DISTRICT:

1. That the above recitals are true and correct.
2. That this Governmental Unit hereby casts the following votes for the candidate(s) for appointment to the board of directors of the Coryell CAD:

Candidate	Number of Votes

3. That it is officially found and determined that this meeting was open to the public as required by law, and that notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

Coryell County

By: _____
County Judge, Roger Miller

ATTEST:

By: _____
County Clerk, Jennifer Newton

Coryell CAD
2022-2023 Board of Director Election
Voting Calculation

As Of Supp 49

Jurisdiction	2020	% of Total Levy		Total Votes
Copperas Cove ISD	\$15,676,474	0.26611	266.1061	1331
Coryell County	\$14,810,142	0.25140	251.4002	1257
City of Copperas Cove	\$10,694,351	0.18154	181.5352	908
Gatesville ISD	\$10,158,531	0.17244	172.4397	862
City of Gatesville	\$2,478,125	0.04207	42.0658	210
Central Texas College	\$1,877,720	0.03187	31.8740	159
Oglesby ISD	\$842,445	0.01430	14.3004	72
Jonesboro ISD	\$766,813	0.01302	13.0165	65
Evant ISD	\$695,308	0.01180	11.8028	59
Moody ISD	\$305,585	0.00519	5.1873	26
Middle Trinity GCD	\$269,890	0.00458	4.5814	23
Evant City	\$72,263	0.00123	1.2267	6
Clifton ISD	\$69,470	0.00118	1.1792	6
Crawford ISD	\$62,944	0.00107	1.0685	5
City of McGregor	\$47,718	0.00081	0.8100	4
City of Oglesby	\$43,667	0.00074	0.7412	4
Lampasas ISD	\$23,006	0.00039	0.3905	2
Valley Mills ISD	\$16,171	0.00027	0.2745	1
TOTALS	\$58,910,624	100.00%	1000	5000

Votes Needed to Guarantee Election 5000/6 **834**

Coryell Central Appraisal District Board of Directors
Ballot for 2022-2023

Candidate Name	Number of Votes
• Diane Yoho Campbell	_____
• Justin Carothers	_____
• Bradi Diaz	_____
• Inez Faison	_____
• Andy James	_____
• Jay Manning	_____

CORYELL COUNTY, TEXAS
BUDGET AMENDMENT for FY 2022

DATE: November 23, 2021 Amendment No 1

Honorable Commissioners Court of Coryell County,
The following Budget Amendments have been submitted for your approval:

To:	<u>FUND</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	General Fund			
		Sheriff Department	Automobiles	5-010-6560-0574 371729.05
	Road & Bdg Fund			
		Road & Bridge	Automobiles	5-020-0920-0574 30673.50
From:	General Fund			
		Revenue	Lease Proceeds	4-010-0360-0497 371729.05
	Road & Bridge Fund			
		Revenue	Lease Proceeds	4-020-0360-0497 30673.50

To recognize unknown revenue not included in budget and to create expenditure line items in current budget for recording expenses from these funds.

Department Head

Approved Commissioners Court

Attest County Clerk