

MINUTES OF THE

COMMISSIONERS' COURT

JOINT SPECIAL WORKSHOP MEETING - MARCH 21, 2016

On the 21st day of March, 2016, there was a Joint Special Workshop Meeting of the Commissioners' Court in the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Aransas County, Texas, with the following members present: **C. H. "Burt" Mills, Jr.**, County Judge; **Jack Chaney**, Commissioner, Precinct 1; **Leslie "Bubba" Casterline**, Commissioner, Precinct 2; **Charles Smith**, Commissioner, Precinct 3; **Betty Stiles**, Commissioner, Precinct 4; and **Valerie K. Amason**, County Clerk.

Charles J. ("C.J.") Wax, Mayor for the City of Rockport; **James Russell (Rusty) Day, Jr.**, Council Member Ward #1; **Joe David ("J.D.") Villa**, Council Member Ward #2; **Patrick R. (Pat) Rios**, Mayor Pro Tem & Council Member Ward #3; **Barbara Gurtner**, Council Member Ward #4; and **Teresa Valdez**, City Secretary.

Other County Officers present were **Kristen Barnebey**, County Attorney; **Bill Mills**, Sheriff; **Carrie Arrington**, Office & Contracts Manager for the County Attorney's Office; **Lee Zapata**, Communications Center Administrator;

Other City Officers and Employees present were **Kevin Carruth**, City Manager; **Mike Donoho**, Public Works Director; **Tim Jayroe**, Chief of Police;

Also present were **Brian Olsen**, Unopposed Candidate for Precinct 3 Commissioner in upcoming General 2016 Election; **Jimmy Kendrick**, Fulton Mayor; and **Rebecca Perez**, with the Coastal Bend Herald Newspaper;

The Meeting was convened at 9:00 a.m. at which time a quorum was declared by Mayor Wax, for the City Council and by Judge Mills for

the Commissioners' Court, WHEREUPON, the following proceedings were had and done to wit:

AGENDA FOR DISCUSSION

Hear and deliberate on Interlocal Agreements:

- a. Animal Control
- b. Community Aquatic Park
- c. Dispatch
- d. Extra-Territorial Jurisdiction (ETJ) Regulation
- e. Jail Services
- f. Juvenile Case Manager
- g. Restaurant Health Inspection Services
- h. Roads & Drainage
- i. Septic Systems
- j. Subdivision Regulation

Judge Mills suggested that there were a few items that he thought they should get out of the way first, Items f & g.

Item (f.) Juvenile Case Manager - Mayor Wax stated concerning item f. the only thing I think we noticed was the auto-renewal was taken out of the agreement where it had been there before.

There was then some confusion concerning the Commissioners Court and Council Members not having the same paperwork in front of them. Future procedure was then discussed as to contact persons and also the manner of sending and receiving information by e-mail and each party would set up their e-mail to get a return receipt verification. The City Secretary would receive for the City with a copy sent to Kevin Carruth and the County Attorney's Office would receive for the County with a copy to Judge Mills. It was then decided that the auto renewal would be put back in

to this agreement and that all agreements on this agenda would be changed to reflect the 60 day clause for a written notice to withdraw. Commissioner Smith also stated that Section 5 needed to be changed which relates to this process.

Item (g.) Restaurant Health Inspection Services was accepted as written with the addition of auto renew in this one also. Revised documents will be sent to appropriate contact persons as previously stated.

Commissioner Smith also suggested that all renewal agreements be signed off on by July 31 of each year, so that they can automatically be included in the budgets with the effective dates staying the same and the signature dates changing each year.

Item (i.) Septic Systems accepted with the same changes, 60 days and auto renewal with invoicing fees to be sent monthly instead of quarterly and any open information be sent to the same contacts as previously stated.

Item (h.) Roads & Drainage - Commissioner Stiles questioned change in this agreement. Kevin Carruth pointed out that the seal coat project is the most costly part of this process. Mayor Wax stated that if any party wants to make changes in an agreement they need to red line the other parties involved. Agreement for same auto renewal and 60 days written notice. Mayor Wax stated that the City would take the responsibility to make sure these documents are sent correctly and clarified that the originals for any changes on this item would be sent to the County Judge and the City Manager and copies to County Attorney & City Secretary. Commissioner Chaney raised his concern about emergency cases where roads might be destroyed due to heavy flooding, etc. Commissioner Smith stated that Road and Bridge

could not perform these repairs, according to state regulation, without Commissioners' Court approval and an Emergency Meeting could be called for these purposes.

The county attorney brought up that a top signatory and signature line needed to be added to this agreement and they would need a redlined copy.

Item (a.) Animal Control - Commissioner Smith pointed out that the 90 day clause needed to be changed to 60 days and the standard auto renewal added. He also pointed out that this was the first time he had seen Provision 4c pertaining to the adjustment and re-invoicing of the cost of operation for period covered by agreement based on annual audit of Aransas County. Other concerns were raised about who was responsible for disposing of carcasses on roadways. The carcasses weighing over 25 lbs. would have to be moved by the Road & Bridge Department with the use of a back-end loader. Mayor Kendrick stated that they usually take care of their own calls but have asked the county for assistance on occasion. One City employee commented that there were contamination issues in using their maintenance trucks to transport carcasses because of the trucks being used to haul water pipes. Commissioner Smith stated that according to Texas Health & Safety Code Section 361.117, counties and municipalities may dispose of carcasses killed on county or municipal roadways by burying the carcass on property owned by the entity that is responsible for the road maintenance and since the City does very little road repairs how do we come to an agreement? Commissioner Chaney asked Lee Zapata about how many calls dispatch receives per year concerning carcasses. She responded that she did not have this information but she could take a count of the calls and forward the information to the Mayor and the County Judge. The Judge stated that the Animal

Control Department now has a software program that will keep a better record of how many animals are picked up or dropped off and in whose jurisdiction they were located or found.

Commissioner Chaney commented that a decision needs to be made on the measure we are going to use to decide on costs to the other entities. Commissioner Smith responded, a flat fee, go back to the percentage from July to June and get the number to set for this year and Section 4a states that a proposed budget will be prepared by the Aransas County Judge and furnished to the City and the Town of Fulton by no later than June 30th. The entities input may be considered by Commissioners' Court in its approval of the Animal Control Budget. Commissioner Chaney added that the proposed budget shall be accompanied by a narrative with sufficient detail of explanations.

Mayor Wax suggested that they delete Item 1 and re-number 2 & 3. All were in agreement and as in previous items make a change on the written notice time to 60 days.

Item (b.) Community Aquatic Park - Commissioner Chaney stated that a monthly pool report is being kept for determining who uses the pool. The price change, implemented in January, from \$3.33 to an even \$4.00 a visit for the months of June and July is easier to calculate during this busy season. This change does not affect our residents who purchase yearly memberships. We also have punch cards available for visitors.

Commissioner Smith commented that according to the last numbers I saw, over 75% of usage occurred in June and July. Those two months are extremely busy and I can understand the problems with getting information as to tracking statistics in those months.

Councilman Villa stated that they have staff members, every once in a while, go out to the pool and take counts of people and where they reside.

Mayor Kendrick offered that the main stand taken for building the pool was providing a community pool for Aransas County and also having availability for our tourists, a decision needs to be made on who's going to own, operate, etc. and I think we need to incorporate everything we can into this pool. The YMCA is looking to submit a proposal on managing our pool and he vowed that he would not endorse separation from what we are currently doing. We need to support this pool, it's not fair to the county and it's not fair to the people who have raised money to help keep it open.

Commissioner Smith agreed that we have a lot of issues and since it's seasonal, keeping it open all year is always a concern, but my suggestion is to keep the agreement as it is written for this year.

Commissioner Casterline stated that we do not have a proposal at this time and I think we are spinning our wheels on speculation.

Kevin Carruth commented that the life cycle of the facility and the maintenance of the pool has greatly increased; the City is at a deficit and it's concerning to me that the City is going to have to take up matters that are going to be coming due.

Mayor Kendrick explained that there is going to be expenses down the road and that we should all take the responsibility and not push it all on the City.

Councilman Rios commented that YMCA management will help out on the pool.

Mayor Wax stated that he thinks we should extend this agreement and if either party wants to change something there will be time to do it.

Item (c.) Dispatch - Commissioner Chaney asked, are we pretty much together on the pro-rata shares? Responses - yes.

Kevin Carruth stated that differences were sent to the County with Rockport's responses. The City of Fulton had 1,026 calls but they fall under the Fulton Agreement. The counties numbers stayed the same.

Mayor Wax commented that this agreement was auto renewed.

Discussion was had concerning the substantial pay raises given to Dispatch and the County not being notified, which created a problem with the budget.

Commissioner Smith stated that there needs to be procedures on notification of any substantial changes.

Agreed changes were decided to include changing 120 days to the 60 day written notice clause and leaving lines 39-41 in agreement.

Mayor Wax agreed to take it on himself to notify proper contacts of any further changes.

Meeting adjourned for a 5 minute break at 10:48 a.m.

Meeting resumed at 10:58 a.m.

Item (e.) Jail Services - Judge Mills pointed out the change needed on 60 day clause and Mayor Wax confirmed.

Judge Mills also referred to a change needed on Item 4 on Page 2 of the Agreement.

Mayor Wax advised that under C. General Provisions in paragraph 2, the City deleted the paragraph entirely because the Sheriff has all responsibilities for policy, procedures and services provided by jail and the City has no part in it. Sheriff Mills agreed.

Item (d.) Extraterritorial Jurisdiction (ETJ) Regulation - Commissioner Smith inquired if the City has adopted the B&P recommended practices for Clean Water Runoff, if proper measures are not taken we take the chance of losing seagrass. Mayor Wax said he does not recall, but the City is having a workshop in April to decide on their Master Drainage Plan and once the plan is approved at the end of May they will provide a copy to the County.

There was discussion on each entities responsibility for the City's first one-half mile and the County's second one-half mile regulation of floodplain and stormwater management, to insure minimizing conflicts in overlapping jurisdictions.

Commissioner Smith then asked if the City had built in B&P's in the drainage requirements and Mr. Donoho responded, yes.

Commissioner Smith stated, timely adoption is what is needed and Commissioner Casterline added, a more stringent set of rules by the County and the City are what is necessary.

Mayor Wax agreed we need to establish responsibilities and Judge Mills stated he did not have a problem with this agreement and proposal.

Item (j.) Subdivision Regulation - Mayor Wax stated the City had established in its ETJ that less than fifty percent of a property extends past that jurisdiction then it falls under the City; if fifty percent falls past the ETJ then the County has jurisdiction.

There was then some discussion between the County Attorney's Office and Judge Mills concerning lines 31 - 34, regulation of permits for onsite septic facilities and the County Attorney's office stated that they would re-write this.

Motion was made by Councilman, Villa and seconded by Councilman Rios to adjourn the meeting for the City of Rockport.

Motion was made by Commissioner Smith and seconded by Commissioner Casterline to adjourn for Aransas County.

Meeting was adjourned at 11:25 a.m.

C. H. "BURT" MILLS, JR., COUNTY JUDGE

VALERIE K. AMASON,

EX-OFFICIO CLERK OF THE

COMMISSIONERS' COURT