

MINUTES OF THE

COMMISSIONERS' COURT

SPECIAL MEETING - JULY 25, 2019

On the 25th day of July, 2019, there was a Regular Meeting of the Commissioners' Court in the District Courtroom, 2840 Hwy 35 N, 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; **Wendy Laubach**, Commissioner, Precinct 4; and **Valerie K. Amason**, County Clerk.

Other County Officers present were **Kristen Barnebey**, County District Attorney; **Alma Cartwright**, Treasurer; **Diane Dupnik**, Justice of the Peace, Pct. 1; **Bill Mills**, Sheriff; **Suzy Wallace**, Auditor; **Latisha Murphy**, Administrative Assistant to the County Judge; **John Strothman**, Pathways Project Manager; **Jacky Cockerham**, First Assistant County Auditor; **Kori De Los Santos**, Investigator for the County/District Attorney's Office; **John Gutierrez**, Chief Deputy Sheriff;

Long-Term Recovery: **Randall Freeze**, Long Term Recovery Specialists;

Members of Local City Government, Community Groups and other Interested Parties present:

City of Rockport Council Members: **Pat Rios**, Mayor; **Barbara Gurtner**, Ward 4;

City of Rockport Staff: **Mike Donoho**, Director of Public Works;

Aransas County Navigation District: **Judy Vlasek**, Commissioner, Pct. 1, and husband **Don Vlasek**;

July 25, 2019

Rockport Pilot Newspaper: Mike Probst, Editor and Publisher;  
Steve Smith, General Assignment Reporter;

Aransas County Citizens: Jim Moses; Melissa Esquivel; Bob Doane; Misty Coulter; William Morrill; Jennifer Schroeder; Grace Chapa; Red Mathis; Chad Mathis; Wayne Swain; Paul Biek; Opel Wiltshire; Sayge Guerrero-McKenny; Sara Gunn Meche; Ricky Meche; John Moore; Ricky Macha; Jo Shedd; Charles Shedd; Michael Deyo; Sue Ellen Deyo; Michael Deyo, Jr.; Emel Deyo; Chris Crowley; Gill Aldridge; Leon Pounders; Phil Ernster; Charles Roark; George Gutierrez; Shawn Gardner; Janae Evans; Gwen Doane; Josh Doane; Connie Bradley; Edgar Devaney; Lizz Devaney; George Bills; Billy Cloud; Cecelia Cloud; Sandra Hobbs, Gregory Hobbs; Paul Cloud; Ron Dollins; James Dollins; Curtis Attaway; Marsha Attaway; Maxine Bowen; Russell Edlin; Richard Hyde; Brenda Beaver; Linda O'Neal; Bryan Russell; Mark Champion; Randy Dorris; Nancy Dorris; Billy Dorris; Venilde Deyo; Madison Deyo; Kade Riggs; Eric R. Kindervater, Jr.; Eric R. Kindervater, III; Darrell Pool; Tammie Pool; Ed Nelson; Rick Nelson; Regina Powers; Jose Cespedes; Mary Huitt; Lincoln Davis; William Blankenship;

Earl & Associates: David Earl, Attorney;

The Meeting was convened at 1:30 p.m. at which time a quorum was declared by Judge Mills, WHEREUPON, the following proceedings were had and done to wit:

Judge Mills gave people the chance to approach and state their concerns with the annexation by the City of Aransas. Not one person stated that they wanted to be annexed.

(Insert)

ITEMS FOR DELIBERATION AND/OR ACTION

3. Motion was made by Commissioner Chaney and seconded by Commissioners Smith and Laubach to approve Supplemental Payment(s) of \$37,500 monthly to Code 3 Emergency, at the discretion of the County Judge, from the County's healthcare sales tax revenue, to help defray incurred costs of providing uncompensated medical care to uninsured residents of Aransas County.

Question. Motion carried unanimously.

It is so ordered.

4. Motion was made by Commissioner Smith and seconded by Commissioner Casterline to approve Budget Line Item Transfers of which there were none.

Question. Motion carried unanimously.

It is so ordered.

5. Motion was made by Commissioner Casterline and seconded by Commissioner Smith to approve Accounts Payable and Payroll/Payroll Liabilities with inclusion of the additional \$730.00 to CML Security, LLC.

Question. Motion carried unanimously.

It is so ordered.

**(Insert)**

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*The Court entered into closed session at 2:06 p.m. to discuss and review potential litigation issues and other matters covered by the attorney-client privilege pursuant to Texas Government Code Section 551.071(1)(a); and to discuss real estate negotiations, including Pathways Projects pursuant to Texas Government Code Section 551.072; and resumed Open Meeting at 3:16 p.m. with all members present, and further proceedings were had and done to wit:*

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2. Discuss and Update the progress and status of appointed Negotiators pursuant to Section 43.0562(b) of the Local Government Code regarding the progress of negotiations with the city of Aransas Pass and potential future litigation.

**Judge Mills:** The Aransas County Commissioners Court is deeply concerned about what's going on in the South end of Aransas County and the court supports Aransas County District Attorney and any decision she might make in the future. All potential solutions, and there are several that we discussed, are on the table.

**Kristen Barnebey:** So my understanding is moving forward, after my consultation with the Commissioners' Court, is that I will be looking into this and trying everything, not always just a Quo Warranto Law Suit but every remedial action along the way.

**Judge Mills:** Ok, that takes care of that one, now we go back into closed session to talk about the Interlocal between the City and the County.

**(Insert)**

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*The Court entered into closed session at 3:18 p.m. to discuss and review potential litigation issues and other matters covered by the attorney-client privilege pursuant to Texas Government Code Section 551.071(1)(a); and to discuss real estate negotiations, including Pathways Projects pursuant to Texas Government Code Section 551.072; and resumed Open Meeting at 3:52 p.m. with all members present, and further proceedings were had and done to wit:*

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**Judge Mills:** Ok, the biggest thing right now is the Government Code.

**Commissioner Smith:** We work under the Local Government Code, and under Sec. 791.014 it says:

APPROVAL REQUIREMENT FOR COUNTIES. (a)  
Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the commissioners court of a county must give specific written approval for the project.

(b) The approval must:

- (1) be given in a document other than the interlocal contract;
- (2) describe the type of project to be undertaken; and
- (3) identify the project 's location.

Now, to my way of thinking, what they are asking is, they want the Commissioners' Court to be involved in every step of this particular project other than turn it over to management teams and all the rest of that. My suggestion is that we write an Interlocal Agreement between the two bodies that requires approval of the City Council and approval of the Commissioners Court and on this first particular Interlocal Agreement that we deal only with the selection of the Architect because we've already agreed to that and then we'll go forward from there because this thing contemplates at least two more Interlocal Agreements, one for construction and one for maintenance after the construction is completed.

**Commissioner Casterline:** Except, why wouldn't you, since we've already actually went through the procedure, select an Architect that we are going to negotiate a contract with, and as long as we're able to negotiate one that's who it's going to be and we'll go to the next one.

**Commissioner Smith:** I understand we are negotiating as we speak, right?

**Commissioner Casterline:** That we don't make an agreement that takes us through the Architectural facts.

**Commissioner Smith:** That's right, I think that we have to get the Architectural design work and then you guys can make the decisions going forward out there, financial decisions, other types of decisions that you might have, rather than clutter up this initial Interlocal Agreement, because I think the Judge is concerned, and I am as well, about the timing on this, we've got to move forward.

**Mayor Rios:** Yes, we are behind.

**Mike Donoho:** The only thing we need to clarify is that we need to clarify that what we are talking about right now is ok for the people that are providing the money, the grant stipulations say that we must do certain things. I'm not disagreeing with anything that you are saying, I think that's a great path going forward, but we just need to make sure that it meets the requirements of the funding providers.

**Commissioner Smith:** The location of it, it's my understanding that it's the location and the fact that we are using a common Architect, those were the things that I think Mr. Whitson said would satisfy the Federal requirements.

**Randall Freeze:** Well, do we need to include the CMA in there as well?

**Commissioner Smith:** If we can go ahead then and say the CMA will work for both of us and be apportioned on a square footage basis or whatever, I don't have any problem with that either, but I still think that both entities should get approval on each one of these ILA's going down the road.

**Mayor Rios:** We were assuming that there would be multiple ILA's so that's not a problem from our standpoint.

**Commissioner Laubach:** We were thinking that some of the tie-breaking stuff that's causing trouble as to the future decisions shouldn't be in the initial agreement at all.

**Mayor Rios:** The original document was modeled, put together by William Whitson, off of the old law enforcement Memorandum of Understanding from the Public Safety Center and then they decided that we couldn't use an MOU, it would be better to have an ILA so some of the language changed. In the first piece that we got back the only things we were looking at were, the County owns this land and building and the City owns this land and building, to be determined parking places, a place holder for that, and then a place holder for pro-rata maintenance costs.

**Kristen Barnebey:** And not forgetting that it then went to a law firm who absolutely added in much more than William had so some of this is remnants of that.

**Mayor Rios:** As long as we don't get ourselves in a bind where we disqualify the funding.

**(Kristen makes a call to William Whitson)**

**Judge Mills:** Alright William, you've read the agreement that Kristen has written, do you have any problems with it?

**William Whitson:** I went back and took a look at the red line that Kevin and them did and I made some changes and I think Kristen would be ok with those changes, they were just clarifications, and with that I think we are good, there was only one language that we talked about "true-up costs to Dispute Resolution" and I think that you need to put a number to that, it needs to be substantial otherwise the Judge needs to make the call, so if it's over \$50,000 maybe you have a different way of resolving that, but other than that I think we are good.

**Judge Mills:** After \$50,000 it goes to the Commissioners' Court, as far as I'm concerned.

**Commissioner Casterline:** If we're talking about cutting it down to where it just includes the Architect, the design, and the construction maintenance, we wouldn't even need that.

**Commissioner Smith:** William, we're trying to simplify this first Interlocal Agreement so we can get moving, we've already selected the Architect, we're trying to limit, take out a lot of it, the first couple of pages I understand is boiler plate, it needs to stay in there, there's nothing in there that anybody objects to, but when we get down to this particular local agreement is addressing only the design phase of the project and if somebody wants to stick the CMA in there at this point to work with the Architect, you know, I don't think that that is a problem. We are probably going to allocate these costs based on what, square footage or something of that nature?

**William Whitson:** Yes sir.

**Commissioner Smith:** But we don't need to set up all this other hierarchy at this point in time until we get to the actual construction phase.

**William Whitson:** Well you would need it because people will come and say "Well, why don't we do this or that", I mean, there needs to be a chain of command so we manage the project in time, the Architect and the CMA will need direction and that's why we wanted structure there to do that, and then that same structure would hold over when you went to the second phase of construction.

**John Strothman:** The management team would be, is when the Architect had questions, the Architect needed things, the Management Team would make that decision and give it to the Architect instead of having to come to Commissioners' Court every time.

**Commissioner Chaney:** Ok, but William, what we're talking about right here, if we just stay with the hiring of the CMA in this particular one, it gives everyone a starting place.

**Judge Mills:** And we're not going to do anything for six months.

**Commissioner Chaney:** And then we can start moving to the second phase as soon as we have professionals on board, because I'm an electrician, I don't know anything about structure stuff. If we can get the two or three points that the Mayor and the Judge can agree to that, "this is where we need to go to today", then we need to do that and as soon as

we get those two entities in place, I think we have the Architect already but as soon as we get the CMA, then they can bring expertise into this next drafting that we don't have.

**Mike Donoho:** The next ILA would include, we get through the Architectural and the CMA phase, alright, we get them on board and we negotiate the contract and then we start the planning phases for construction and then the Commissioners' Court and the City Council could appoint a Management Team to enter into those communications with the Architect and the CMA and then bring information back to...

**Commissioner Smith:** And then at that point it would seem to me that the Management Team, the decisions that are made, could be facility specific.

**Mayor Rios:** Correct, all we're looking for is their expertise, we're paying these people a bunch of money to do something and we want the exteriors to look similar, we want it to look like one Down Town Anchor Project.

**Commissioner Smith:** Does that approach affect any of our funding?

**William Whitson:** No, I think that approach will work, I think you've got to have a management structure place for design and then that management structure would then carry over into construction and then that way you get consistency and people know who they are working for because you're talking about investments and public funding that are worth millions, and following the rules and regulations, so you need consistency in that process.

**Commissioner Smith:** If the county decided, for some ungodly know reason, to spend a lot more money on a particular portion of their facility, it wouldn't impact the City, correct, and vice versa?

**William Whitson:** That's right.

**Kristen Barnebey:** So, I want to sum it up at the very end, we started calling you with the thought, does William bless us taking this first Interlocal and taking out large parts of it, and will that satisfy the funding agencies that are already in place or that you are going to approach?

**William Whitson:** I believe it will, I think consensus among the parties is the chief thing and accountability, so that we can comply with the rules and regulations and the expectations of the funding agencies.

**Commissioner Smith:** Let's re-draft it and bounce it off of them.

**Mayor Rios:** Where can we get legal, would we get that from FEMA, that that satisfies them?

**William Whitson:** You don't need to ask FEMA, I think they feel like, if you put together an agreement with the right structure then they are going to be fine with that, all they are looking for is making sure that there is a Team in place that can implement this thing and make it work.

**Commissioner Chaney:** I think that's exactly right.

**Commissioner Casterline:** And I really think that you're going to have to have times when you get public input, the

presentations and get the public involved in what they want it to look like and..

**William Whitson:** That's going to be the Architect's job, a lot of the Architect's job is, but at the end of the day they still have to have somebody to come back to and make decisions because that decision would translate into dollars and again that's where the agencies care because they are giving you so many dollars to do this task.

**Commissioner Chaney:** Well, at this particular point we've already allocated the dollars to get through this first agreement, correct? I mean, we've hired the Architect and we're in the process of...

**Mayor Rios:** We haven't hired him yet.

**Commissioner Chaney:** But we've determined who we are going to hire.

**Mayor Rios:** Yes, we've selected one, now we have to negotiate the...

**William Whitson:** We need to comply with the agency directive of how we do it.

**Kristen Barnebey:** So William, do you believe the CMA should be included in this first agreement?

**William Whitson:** Yes, because to me, the Architect and the CMA have to work together.

**Kristen Barnebey:** And William, just so it's in the minutes and everybody is clear, both representatives are here today attempting to comply in every way, shape, and form, that is

necessary under the Federal laws, the State laws, regarding the money that's been provided, and so when FEMA or whoever comes back and wants the minutes of this meeting, that's on there.

**William Whitson:** That's what they're asking for.

**Commissioner Casterline:** So William, the Grant that we have, will it cover the costs that we would incur from the CMA being involved in the Architectural procedure?

**William Whitson:** No, that cost is just part, baked into the cake, of the overall project.

**Commissioner Casterline:** So he's going to have that calculated into his cost overall.

**William Whitson:** Yes.

**John Strothman:** The papers I gave you, it has all of that broken into what the CMA cost, what the Architect...

**William Whitson:** I have all of that broken down for you, John Strothman, Jacky Cockerham, and I worked very hard to calculate the courthouse costs and it's broken down to where you can identify those specific costs. We have not done it to the City yet, but we would obviously do the same thing.

**Consensus:** Ok, we need to table until we get the final draft.

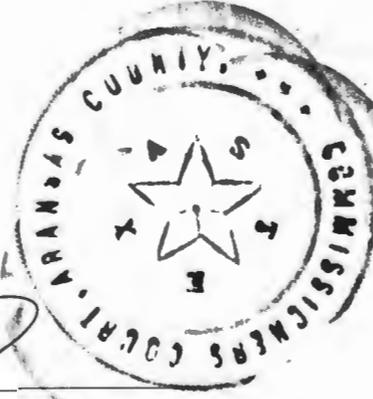
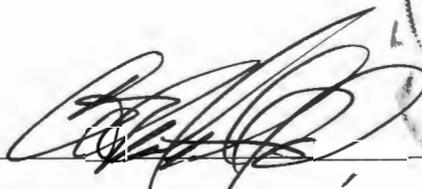
1. Motion was made by Commissioner Smith and seconded by Commissioner Laubach to **TABLE** authorizing the County Judge to sign an Interlocal Cooperative Agreement by and between the County of Aransas with the city of Rockport for the Preliminary Planning Phase of the Downtown Anchor Project. Question. Motion carried unanimously.

It is so ordered.

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*No further business presenting, the Court adjourned at 4:06 p.m. on a motion made by Commissioner Smith and seconded by Commissioner Laubach.*

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



*Valerie K. Amason*

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VALERIE K. AMASON,  
EX-OFFICIO CLERK OF THE  
COMMISSIONERS' COURT