

CITY OF ROCKPORT

MINUTES

JOINT SPECIAL WORKSHOP MEETING

9:00 a.m., Monday, March 21, 2016

Rockport Service Center – 2751 State Highway 35 Bypass

On the 21st day of March 2016, the City Council of the City of Rockport and the Aransas County Commissioners' Court convened in Joint Special Workshop Session at 9:00 a.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and notice of meeting giving time, place, date and subject was posted as described in V.T.C.A., Government Code § 551.041.

CITY COUNCIL MEMBERS PRESENT

Mayor Charles J. Wax
Mayor Pro-Tem Pat Rios, Ward 3
Council Member Rusty Day, Ward 1
Council Member J.D. Villa, Ward 2
Council Member Barbara Gurtner, Ward 4

ARANSAS COUNTY JUDGE & COMMISSIONERS PRESENT

County Judge C.H. "Burt" Mills, Jr.
County Commissioner Precinct 1-1A Jack Chaney
County Commissioner Precinct 2 Leslie "Bubba" Casterline
County Commissioner Precinct 3 Charles Smith
County Commissioner Precinct 4 Betty Stiles

CITY STAFF MEMBERS PRESENT

City Manager Kevin Carruth
City Secretary Teresa Valdez
City Attorney Terry Baiamonte
Public Works Director Mike Donoho
Community Planner Kimberly Clark
Finance Director Patty Howard
Police Chief Tim Jayroe
Information Technology Director Brian Jacobs
Communications Center Administrator Lee Zapata
Street Crew Leader Ryan Picarrazi
Park & Leisure Services Director Tom Staley

ELECTED OFFICIALS

Town of Fulton Mayor Jimmy Kendrick

COUNTY STAFF MEMBERS PRESENT

County Attorney Kristen Barnebey
Sheriff Bill Mills
Office & Contract Manager for the County Attorney's Office Carrie Arrington

1. Call to Order - The Honorable Charles J. Wax, Mayor.

With a quorum of the Council Members present, the Joint Special Workshop Meeting of the Rockport City Council was called to order by Mayor Wax at 9:00 a.m. on Monday, March 21, 2016, at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

2. Call to Order - The Honorable C.H. "Burt" Mills, Jr., County Judge.

With a quorum of the Commissioners present, the Joint Special Workshop Meeting of the Aransas County Commissioners' Court was called to order by Judge Burt Mills at 9:00 a.m. on Monday, March 21, 2016, at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

Regular Agenda

3. 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 items 3.F. Juvenile Case Manager and 3.G. Restaurant Health Inspection Services be addressed first since they are the same every year.

F. Juvenile Case Manager

Mayor Wax stated that the County Agreement that the Council had considered at the December 8, 2015, Council Meeting did not contain an auto renewal clause.

Commissioner Casterline stated the revised version supplied by the County contains the auto renewal clause, as well as the provision for monthly payments and the provision listing the contact information for all notices, communications and reports.

Discussion was held among Council and Commissioners regarding the future procedure of sending and receiving information by email.

It was the consensus of the Council and Commissioners that a "Request a Read Receipt" be attached to emails sent. The City Manager would receive for the City with a copy sent to the City Secretary, the County Judge would receive for the County with a copy to the County Attorney's Office, and the Mayor would receive for the Town of Fulton with a copy sent to the Town Secretary.

It was the consensus of the Council and Commissioners that all agreements on this agenda would be changed to reflect the 60 day clause for written notice of cancellation.

It was the consensus of the Council and Commissioners that a Juvenile Case Manager Interlocal Agreement be prepared with the following: 1) the auto renewal clause, 2) the 60 day clause for written notice of cancellation, 3) the provision for monthly payments, and 4) the provision listing the contact information for all notices, communications and reports, be prepared. *Note: It was later decided that the following be added to each agreement: 1) signature date of July of year of execution be added to each agreement on this Agenda, and 2) a paragraph on requests for information*

G. Restaurant Health Inspection Services

Mayor Wax stated that this agreement is a fee-based. Mayor Wax said the auto-renewal clause was not in this agreement provided by the County.

Commissioner Smith suggested that all renewal agreements be signed by July 31st of each year, so that they can be included in each entity's budget for the following year.

It was the consensus of Council and the Commissioners that Commissioner Smith's suggestion be adopted regarding renewal of interlocal agreements; all interlocal agreements should be executed by July 31st of each year to allow for each entity's budget planning.

It was the consensus of the Council and Commissioners that the Restaurant Health Inspections Services Interlocal Agreement be prepared with the following: 1) auto renewal clause, 2) the 60 day clause for written notice of cancellation, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, 5) a signature date of July of year of execution.

I. Septic Systems

Commissioner Stiles stated the auto renewal clause needed to be added to this agreement.

City Manager Carruth stated he had suggested that in the interlocal agreements there be an addition of a paragraph addressing requests for information from one party to another party.

Judge Mills stated he did not have any problem with the addition of that paragraph in all the agreements.

It was the consensus of the Council and Commissioners that the 60 day written notice of cancellation, auto renewal clause, and the paragraph addressing requests for information be included in all the interlocal agreements.

It was the consensus of the Council and Commissioners that the Septic Systems Interlocal Agreement be prepared with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the

contact information for all notices, communications and reports, and 5) a signature date of July of year of execution.

H. Roads & Drainage

Commissioner Stiles stated she did not find any different verbiage in the agreement.

City Manager Carruth stated the biggest part of this agreement is the seal coat project.

Mayor Wax stated, that as a policy, if any party wants to make changes to agreements, they should provide a red-lined copy to the other parties involved.

Mayor Wax added that the agreement should contain the 60 day written notice of cancellation, auto renewal clause, the paragraph addressing requests for information, the provision listing contact information for all notices, communications and reports, and a signature date of July of year of execution.

Mayor Wax stated the City will take the responsibility of providing a red-lined copy to the County Attorney's office.

Commissioner Chaney raised a concern about instances when immediate repairs are necessary, for example during a flood event. Commissioner Chaney suggested that when this agreement is readied, there is a purview that the City and County will work together during emergencies and have the authority to do that without Council or Commissioner approval.

Commissioner Smith said that the law states this cannot be done unless authorized by Commissioners' Court.

County Attorney Barneby stated that the Town of Fulton needed to be added to the agreement along with a signatory line for its Mayor. County Attorney Barneby requested the City Manager email a redlined copy of this agreement to her.

A. Animal Control

Commissioner Smith stated the 90 day clause in this agreement should be changed to 60 days and the auto renewal clause should be added.

Commissioner Casterline said that everything that has been discussed today should be added to this agreement.

Commissioner Smith stated the provision in the agreement stating: "The removal and proper disposal of dead wildlife over 25 pounds from the public right-of-way shall be the responsibility of CITY and TOWN within their respective jurisdictions. The removal and proper disposal of dead animals from county roads shall be the responsibility of COUNTY but not performed by Animal Control," is a new provision that the County had added to the agreement. Commission Smith asked if this is the process that the County and City want.

Mayor Wax stated that this was a draft copy that the County had sent to the City and in reviewing it, there had been a clause deleted regarding removal of dead animals by the County; that has always been a provision in this agreement. Mayor Wax asked why that was taken out of the agreement.

Judge Mills stated that the Health & Safety Code addresses this. Judge Mills said the County has three (3) animal control employees and they receive a lot of calls to pick up live animals. Judge Mills asked what would be the problem with the street departments in the City of Rockport and Town of Fulton picking up the dead animals.

Commissioner Smith read the following excerpt from Health & Safety Code Section 361.117: DISPOSAL OF CARCASSES OF ANIMALS KILLED ON ROADWAYS. (a) Notwithstanding any other provision of this chapter, counties and municipalities may dispose of the carcasses of animals killed on county or municipal roadways by burying the carcasses on property owned by the entity that is responsible for road maintenance.

Commissioner Casterline stated that another concern was the weight of the dead animals; not all are small animals and the County Animal Control does not have front-end loaders, etc. to lift the dead animals.

City Manager Carruth stated the removed provision addressed “domestic pets and well as wildlife under 25 pounds.” Mr. Carruth added that the County has always picked up non-domestic.

City of Rockport Public Works Street Crew Leader Ryan Picarazzi stated that if the City Public Works crew had to pick up dead animals, this would cause contamination to the trucks carrying water pipes, etc.

Further discussion was held among Council and Commissioners.

Commissioner Chaney asked Ms. Zapata how many calls dispatch receives per year concerning carcasses.

Ms. Zapata stated she did not have this information, but she will get it provide it to the City and the County.

City Manager Carruth stated there were a couple of other items that should be discussed, Item 4.b) in the agreement. Mr. Carruth said there has been some questions in regard to data provided and the source of the data.

Judge Mills stated 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 this falls in several of these agreements; the County and the City need to decide what unit of measure is going to be used to determine costs.

Commissioner Smith stated that Item 4.b - "Aransas County will invoice the CITY and TOWN a monthly flat fee of \$8,550.00 for the City of Rockport and a monthly flat fee of \$2,750.00 for the Town of Fulton. Payment shall be made to Aransas County within 30 days from the date of invoice" addresses that; it is a flat fee for this year and starting next year, the data can be utilized to determine the fees.

Mayor Wax suggested the agreement be left at a flat fee for this year and then can be changed next year if necessary. Mayor Wax added that Dispatch sends monthly summaries to all entities.

County Attorney Barnebey stated the County proposed agreement Item 4.a) is different from the City proposed agreement.

Commissioner Chaney commented that in the agreement proposed by the City, Item 4.a)(1) - "A proposed budget will be prepared by the Aransas County Judge and furnished to CITY and TOWN by no later than June 30, and CITY's and TOWN's input may be considered by the Commissioners Court of Aransas County in its approval of the Animal Control Budget. The proposed budget shall be accompanied by a narrative in sufficient detail to explain (1) each line item, ..." is too cumbersome. Commissioner Chaney said he thought it was unnecessary.

Discussion was held among Council, Commissioners and City Manager Carruth.

Mayor Wax suggested that Item 4.a)(1) be deleted and items 4.1(2) and 4.1.(3) be re-numbered respectively.

It was the consensus of the Council and Commissioners that the Animal Control Interlocal Agreement be prepared deleting Item 4.a)(1), and containing the following: 1) monthly payments; 2) the auto renewal clause, 3) the 60 day clause for written notice of cancellation, 4) the provision listing the contact information for all notices, communications and reports, 5) adding the paragraph on requests for information, and 6) a signature date of July of year of execution.

B. Community Aquatic Park

Commissioner Chaney stated that it can be determined where people live who are using the pool. Commissioner Chaney said that at the end of each month all entities are receiving a report from the pool.

City Manager Carruth stated that as of January 1, 2016, a price change was implemented at the pool.

Park & Leisure Services Director Tom Staley stated the price change was on the punch card; instead of \$3.33 per visit it is \$4.00. Mr. Staley added that it is difficult in June and July to obtain information from visitors because of the number of people that visit the pool.

Mayor Kendrick stated there is a YMCA program that may engulf the pool and he does not know how that is going to work yet. Mayor Kendrick expressed that the pool was built for the community, specifically a swim team. Mayor Kendrick said he thought the entities really needed to be careful about the direction they are heading when it comes to the community pool. Mayor Kendrick added

that the entities needed to know where the YMCA stands on this. Mayor Kendrick said it is not fair to the county and it is not fair to the people who have raised money to help keep it open.

Discussion was held among Council and Commissioners.

City Manager Carruth commented that the pool is at the point where its maintenance has greatly increased. Mr. Carruth stated that historically the City has covered the budget deficit and it is concerning him that as the County reduces funding, the City takes on more big ticket maintenance items.

Mayor Kendrick stated that everyone should realize that it is going to be a big issue to keep the pool open and it should not just be the City of Rockport paying to keep it open, it should be all the entities involved.

Mayor Pro-Tem Rios stated the YMCA Development Committee is looking at management of the pool, not giving it up.

Mayor Wax stated he thought the agreement should be extended and if any of the parties want to change something there will be time to do it.

It was the consensus of the Council and Commissioners that the Community Aquatic & Skate Park Interlocal Agreement be prepared with the following: 1) monthly payments; 2) the auto renewal clause, 3) the 60 day clause for written notice of cancellation, 4) the provision listing the contract information for all notices, communications and reports, 5) the paragraph on requests for information, and 6) a signature date of July of year of execution.

C. Dispatch

Commissioner Chaney asked if everyone was together on how the pro-rata rates were being determined.

City Manager Carruth stated that in the agreement that was sent to the City, there is a difference in the data sent to the County because Fulton was included in Rockport; thus the pro-rata shares would be different than what the County had in the agreement.

Mayor Wax stated that this agreement had been auto renewed.

Discussion was held among Council and Commissioners regarding line 39 of the proposed agreement: "Any amendments to the budget during the budget calendar year have to be approved by all three entity governing bodies before any changes can be made to the monthly billings."

Commissioner Casterline stated this was added because of the substantial pay raise given to Dispatch about which the County did not know.

City Manager Carruth stated that the County had been notified about the pay raises and if that action had not been taken, there would have been more costs because of overtime expenses.

Judge Mills commented that he had been informed of the pay raises.

Mayor Wax added that the Communications Boards and Judge Mills had all been notified of the pay raises and the rationale behind it.

Mayor Wax suggested line 39 be left in the agreement and he will take it upon himself to talk to Judge Mills if there are any amendments to the budget.

It was the consensus of the Council and Commissioners that the Dispatch Interlocal Agreement be prepared correcting the pro rata percentages and containing the following: 1) monthly payments, 2) the 60 day clause for written notice of cancellation, 3) the auto renewal clause, 4) the provision listing the contact information for all notices, communications and reports, 5) the paragraph on the requests for information, and 6) a signature date of July of year of execution.

A brief recess was taken from 10:48 a.m. until 10:58 a.m.

E. Jail Services

Judge Mills stated that Item A.1. should be changed to 60 days just like the other agreements, and Item B.4. should be changed to monthly instead of quarterly.

Mayor Wax stated that Item C.2. – “In the course of supplying jail services under this contract, any civil liability relating to the provision of those services shall be the responsibility of the governmental unit which would be responsible for supplying such services in the absence of this contract or agreement” should be deleted because the policies and procedures and training and administration of those procedures are determined by the Sheriff and the City has no part in that.

Sheriff Mills stated he did not have a problem with the deletion of Item C.2.

It was the consensus of the Council and Commissioners that the Jail Services Interlocal Agreement be prepared deleting Item C.2. and containing the following: 1) the 60 day clause for written notice of cancellation; 2) monthly payments, 3) the provision listing the contact information for all notices, communications and reports; 4) adding the paragraph on the requests for information, 5) auto renewal clause, and 6) a signature date of July of year of execution.

D. Extra-Territorial Jurisdiction (ETJ) Regulation

Commissioner Smith asked what Agenda Item J – Subdivision Regulation was, and did that not fall under the Extra-Territorial Jurisdiction (ETJ) Regulation Agreement.

Mayor Wax responded that when the Council and the Commissioners met in August 2015 to discuss the subdivision regulation agreements, it had been the consensus of the Council and the Commissioners to split the agreement into two parts: 1) Subdivision Regulation, and 2) ETJ Regulation.

Commissioner Smith stated that nothing has been done with this Agreement since 2004.

County Attorney Kristen Barnebey stated that the original agreement is dated 2003 and that would be the agreement that is in effect.

Discussion was held among Council on each entity's responsibility for the City's first one-half mile and the County's second one-half mile regulation of floodplain and stormwater management.

Commissioner Smith inquired whether the City has adopted the Best Management Practice (BMP) for water quality.

Mayor Wax stated that the Council will be considering approval of the Master Drainage Plan at their meeting tomorrow night, and if it is approved the City will provide a copy to the County.

Commissioner Smith suggested this item be delayed for 60 days.

Mayor Wax stated that BMP and construction processes are not part of this Interlocal Agreement. Mayor Wax stated that what the City decides to do in its ½ mile of extra-territorial jurisdiction does not impact the County.

Commissioner Casterline stated that his understanding of this was that if the City and County could not agree and this went to mediation, there would be more stringent rules applied to the entire ETJ.

Mayor Wax stated the proposed draft agreement dated October 28, 2015, memorializes what the County and the City have been doing for the last 11 years.

It was the consensus of the Council and Commissioners that a final agreement be prepared imaging the draft agreement dated October 28, 2015, with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, 5) a signature date of July of year of execution, and 6) monthly payments.

NOTE: Further discussion was held in regard to this item following discussion of Item J. See below.

J. Subdivision Regulation

Mayor Wax called the Council's and the Commissioners' attention to lines 43-46 of the draft copy of the agreement dated July 1, 2015: "The City and the County agree that if a proposed subdivision originates within the City's extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its jurisdictional authority within the limits of the entire subdivision."

Council Member Day stated the written notice of termination clause should be changed to reflect 60 days instead of 45 days.

It was the consensus of the Council and Commissioners that a final agreement be prepared imaging the draft copy of the Subdivision Regulation Agreement dated July 1, 2015, with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, and 5) a signature date of July of year of execution.

There was discussion between the County Attorney's Office and Judge Mills concerning lines 31-34 of the Extraterritorial Jurisdiction Agreement - the regulation of permits for onsite septic facilities.

Mayor Wax stated he interpreted the paragraph to mean that the County exercises its jurisdiction for septic facilities in the City; however, if the septic is in a subdivision, the County does not override the City's subdivision regulation.

County Attorney Kristen Barnebey stated she believed the language in that paragraph could be cleaned up.

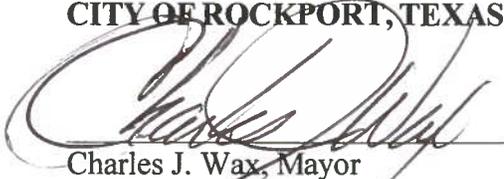
Mayor Wax stated he will look for the revised version from Ms. Barnebey, along with the other agreed changes.

4. Adjournment

At 11:25 a.m., Council Member Villa moved to adjourn the Joint Special Workshop Meeting. Motion was seconded by Mayor Pro-Tem Rios and carried unanimously.

At 11:25 a.m., Commissioner Smith moved to adjourn the Joint Special Workshop Meeting. Motion was seconded by Commissioner Casterline and carried unanimously.



CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:


Teresa Valdez, City Secretary

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.

March 21, 2016

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.



A handwritten signature in black ink, appearing to read "C. H. Mills, Jr.", is written over a horizontal line.

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



A handwritten signature in blue ink, appearing to read "Valerie K. Amason", is written over a horizontal line.

VALERIE K. AMASON,

EX-OFFICIO CLERK OF THE

COMMISSIONERS' COURT