

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 20th day of May 2003, there was conducted a Regular Public Meeting of the Honorable Commissioners' Court of Cameron County, Texas, at the Courthouse thereof, in the City of Brownsville, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE COURT MET AT:

9:30 A.M.

PRESENT:

GILBERTO HINOJOSA
COUNTY JUDGE

PEDRO "PETE" BENAVIDES
COMMISSIONER PRECINCT NO. 1

COMMISSIONER PRECINCT NO. 2

DAVID A. GARZA
COMMISSIONER, PRECINCT NO. 3

EDNA TAMAYO
COMMISSIONER, PRECINCT NO. 4

JOE G. RIVERA
COUNTY CLERK

Mary Robles **Deputy Clerk**

ABSENT:

JOHN WOOD

The meeting was called to order by Judge Hinojosa at 9:36 A.M. He asked Reverend Bob Clark, Brownsville resident, for the invocation, and he then led the Court and the audience in reciting the Pledge of Allegiance.

The Court considered the following matters as posted and filed for Record in the Office of the County Clerk on May 16, 2003, at 8:57 A.M.:

(13) CONSIDERATION AND AUTHORIZATION TO HOLD A PUBLIC MEETING AS REQUIRED BY TEXAS PARKS AND WILDLIFE TO DISCUSS THE POSSIBLE DEVELOPMENT OF A PUBLIC BOAT RAMP FOR ISLA BLANCA PARK ON SOUTH PADRE ISLAND

Upon motion by Commissioner Tamayo, seconded by Commissioner Garza and carried unanimously, the Public Hearing required by the Texas Parks and Wildlife to discuss the possible development of a Public Boat Ramp for Isla Blanca Park on South Padre Island was opened for public input.

Mr. Javier Mendez, Parks System Director, proposed that the land leased to the Boy Scouts for construction of a storage building be retrieved for purposes of constructing a boat ramp since the building was not constructed over the past ten (10) years. He stated that the said property was the only feasible County property for construction of a boat ramp on South Padre Island.

Judge Hinojosa asked if the rocky property was adequate for a boat ramp.

Commissioner Benavides responded that the deep waters and the proximity to fishing made the area adequate for a boat ramp.

Mr. Mendez stated that approval must be obtained from the U.S. Army Corps of Engineers and the Coast Guard, and noted the need to relocate the RV Parking area within the park. He explained that the property had concrete rubble along the shore to protect it from erosion and that the permit application would include construction of an erosion wall to remove the concrete debris.

Commissioner Tamayo questioned the impact to the Boy Scout's projects.

Judge Hinojosa stated that the specific area has never been used by the Boy Scouts.

Mr. Steve Gerber, Executive Director of the Boy Scouts of America, RGV, stated that construction of the building was postponed due to funding constraints that have been overcome. He stated that he contacted Mr. Mendez last year to obtain permission and the conditions to construct the building, adding that a design was now available. Mr. Gerber explained that the property served as a form of insulation from activities on the paved area, and expressed concern with safety issues that would derive from construction of the boat ramp. Mr. Gerber stated that the boat ramp would destroy the environment, and would change the atmosphere on that part of the island.

Judge Hinojosa suggested that the matter be discussed in order to reach a compromise.

Commissioner Benavides noted that new boat ramp would not affect the activity in the area.

Mr. Mendez stated that a safety issue might not exist because traffic would be restricted within an area. He noted that the conditions of the existing boat ramp and the lack of parking were of concern, and that the boat ramp was the only deep water boat ramp available.

Upon motion by Commissioner Tamayo, seconded by Commissioner Garza and carried unanimously, the Public Hearing required by the Texas Parks and Wildlife to discuss the possible development of a Public Boat Ramp for Isla Blanca Park on South Padre Island was closed.

SUPPLEMENTAL

**(1) CONSIDERATION AND POSSIBLE ACTION
REGARDING REPORT FROM THE BANK
DEPOSITORY REVIEW COMMITTEE**

Mr. Eddie Gonzales, County Treasurer, reported that the Advisory Committee's consensus was to recommend that the Court select between options B, C, and D.

Commissioner Tamayo questioned the reasoning for the recommendation.

Mr. Gonzales responded that "4 of 6 saw it that way and there was 2 out of the 6 that did not see it that way. 2 out of the 6 saw it that there was clear low bid or winner if I may. We were given certain instructions by Legal Counsel as to the parameters. We were given certain disciplines and definitions by the Purchasing Department concerning the Bid Specs, guidelines, and presentations were made. We went over in quite a bit of detail, and again if you want me to go through the same process I will be more than happy."

Judge Hinojosa stated that it was his understanding that the problem was that the bid proposals included many things aside from the interest rates, such as service. He stated that the District Clerk had problems with the service provided by First National Bank where they did not deliver on certain commitments. Judge Hinojosa stated that the County had pending litigation against First National Bank for refusing to pay interest, in the amount of \$80,000.00, on its deposits, and that they continue to refuse even after the Court ruled on behalf of the County, adding that they have now appealed. He stated that three (3) committee members expressed concern with doing business with a bank refusing to pay the County interest on monies deposited in their bank, making this the main reason to go against the recommendations made by the County Auditor and Treasurer. Judge Hinojosa stated that the bid specs required that the banks place certain collateral and questioned the names of such.

Mr. Gonzales responded that the collaterals consist of certain governmental agencies, bonds, and T-bills.

Judge Hinojosa explained that Lone Star Bank offers a better interest rate if a Letter of Credit as security was permitted, and stated that the issue was whether the Court could renegotiate with another bank that has a proposal with a better interest rate upon not wanting to go with a bank refusing to pay interest on deposits. He reiterated that he was very troubled by the conduct of First National Bank and its refusal to pay interest owed to the County; thus, did not want to do business with a bank that does this to the County.

Commissioner Tamayo asked if First National Bank would pay what they owe if chosen.

Mr. Saul Ortega, First National Bank, responded that First National Bank felt that they did not get their day in Court, and that they paid all interest to Cameron County under contract. He stated that the monies were sitting in trust under the Court of Appeals.

Judge Hinojosa clarified that First National Bank could appeal the Court's decision only after filing an Appeal Bond in the amount of the judgment.

Mr. Ortega responded that the money would be paid to the County if the Court ruled as so.

Commissioner Tamayo asked if First National Bank would pay what they owe if selected.

Mr. Ortega responded in the affirmative.

Mr. Doug Wright, Commissioners' Court Legal Counsel, explained that the process was being handled as bids, and questioned if the four (4) banks complied with the Local Government Code Section 116.023.

Mr. Gonzales responded in the affirmative.

Mr. Wright stated that based on what was presented by the Advisory Committee the Court could consider all four (4) banks.

Commissioner Benavides stated that it was his understanding that the Advisory Committee would select one (1) of the four (4) banks because he did not want to go through the scenario he went through in the past. He stated that he did not want part of selecting a bank, when a Committee was appointed to do so.

Commissioner Tamayo stated that she wanted to ensure that the County got the best deal, and requested additional information.

Mr. Gonzales stated that Judge Hinojosa raised three (3) basic observations, and explained that the problem with the Jury Checks in the District Clerk's Office, of which he was a direct party, originated with the County.

Judge Hinojosa stated that the District Clerk expressed different issues with First National Bank; therefore, preferred to hear from her.

Mr. Gonzales stated that Legal Counsel had advised, after consulting with the Office of the Attorney General, that options outside the bid specs could not be entertained.

Mr. Wright stated that the Court could opt to reject all applications and restart the process, noting that accepting Lone Star Bank's proposal placed other banks at a disadvantage. He stated that in order to consider Lone Star Bank's proposal the Court must back-up and restart the process.

Commissioner Tamayo expressed concern with changing the rules, and stated - "I don't think it is right, it's not ethical, and I couldn't support that."

Judge Hinojosa stated that it was unfair that First National Bank held millions of County monies and paid no interest.

Commissioner Tamayo clarified that her statement pertained to Lone Star Bank's attempt to change guidelines.

Judge Hinojosa stated that First National Bank had no standing to object on the issue of fairness because they refused to pay interest to the County while earning interest with the County's monies.

Mr. Arturo Farias, Lone Star Bank, explained that the law changed back in September 2002 to allow acceptance of Letters of Credit as collateral for different public entities. He added that in December 2002 a letter was presented to the County Treasurer requesting acceptance of collateral in the form of Letters of Credit, to which he followed-up several times with no response. Mr. Farias stated that the Investment Policy indicated that the Advisory Committee must review recommended changes, and added that after many follow-ups he was able to visit with Mr. Carlos Barrera, Long Chilton, L.L.P.

Mr. Wright noted that Lone Star Bank's proposal could not be accepted because it was contrary to the County's Investment Policy.

Mr. Farias stated that Investment Policy "allows us to follow the State of Texas Law as to Rule 22.56 and 22.57 and then the Policy restricts it further as to what the County wants to do, which I understand." He added that the letter from Lone Star Bank was requesting the changes, as allowed by Law, yet a response was not received prior to the Bid being advertised. He questioned if it was fair to a Bank wanting to go along with changes in the law to make it easier to manage this process.

Mr. Wright advised that the changes in the law were permissive and not mandatory on the County, that the County established a Policy regarding the securities to be required, and that the County Treasurer provided the requirements to Lone Star Bank.

Mr. Farias stated that Lone Star Bank did not receive a response and that he spoke with Mr. Gonzales a day before the bids were advertised, at which time he indicated that Letters of Credit would not be a problem. He added that the bid specs indicated that the proposal must be in obedience with the law and the Investment Policy.

Judge Hinojosa asked if the Court could negotiate along those lines with a bank upon rejecting the bids.

Mr. Wright responded negatively, and explained that the County could not negotiate based on the bids specs, but rather could reject all bids and restart the process. He stated that the Investment Policy must be modified in order to resubmit proposals.

Commissioner Tamayo expressed concern with modifying the Investment Policy to accommodate Lone Star Bank.

Mr. Wright stated that all other banks would be allowed to submit based on the same criteria.

Judge Hinojosa stated that the total difference using the Letter of Credit totaled about \$100,000.00, and asked Lone Star Bank if they would pay interest to the County on its monies through the process if they continued as Depository and Lone Star Bank responded in the affirmative. He suggested that the option to accept Letters of Credit be reviewed to determine if it was appropriate for the County and if so, that the process be restarted.

Commissioner Tamayo questioned the benefit to Lone Star Bank.

Mr. Farias stated that the benefits were outlined in a letter to the County Treasurer, and explained that “the Federal Home Loan Bank is a AAA rated federal instrumentality. And the Federal Bank of Dallas has \$54 billion in assets, \$2.5 billion in equity, and so the Letter of Credit secures the County’s Deposits, which is one of the main items in the County’s bids. The other item is the efficiency of how it is managed right now, basically we have to collateralize with securities. They have to be in safe keeping, any time the bank has to substitute they have to request from the County Treasurer and the Court to release and substitute. And in today’s environment that’s a lot of work, especially when the County is keeping \$54 million in deposits at the bank. So the efficiency of how that is handled is a benefit for the County and for us, it’s simple. You get a Letter of Credit stating how much they are guaranteed, it’s very simple you don’t have to be back and forth requesting the substitution of collateral. So I think in essence, that is why the law changed, to make it more practical, more easier for the County and for the banks, so both stand to benefit.”

Mr. Gonzales stated that the package included letters where Lone Star Bank acknowledged the need to change the Investment Policy and that the information had been forwarded to Mr. Carlos Barrera, whom responded on March 21, 2003. He stated that the Investment Committee recommended acceptance of the Investment Policy as it was, and that he tried very hard to get the Advisory Committee to select one (1) bank, noting that he was ready to answer any questions from the package.

Judge Hinojosa moved that this Item be **TABLED**.

Commissioner Garza asked if all four (4) bids met the minimum bid specs as required by law and if the four (4) banks could be considered.

Mr. Gonzales responded in the affirmative.

Commissioner Garza asked if the discussion regarding the Letter of Credit was irrelevant.

Mr. Gonzales informed that a copy of the specs was provided to all banks and that Legal Counsel advised that the Committee must keep in the discipline of the specifications.

Mr. Wright clarified that any of the four (4) banks in the analysis presented by the County Treasurer could be considered, and that he advised him not to present anything relating to changing the securities allowed under the Investment Policy. He noted that Mr. John Fuller, Office of the Attorney General, emphatically indicated that the proposal by Lone Star Bank could not be considered because it was outside the bid specs, and reiterated that the Court was not locked into the applications at this point; therefore, could restart the process.

Commissioner Garza asked if Legal Counsel’s advise was not to consider Lone Star Bank.

Mr. Wright responded that the alternate proposal based on the securities not allowed under the Investment Policy could not be considered and that the application submitted by Lone Star Bank in compliance with the Bid Specs could be considered.

Mr. Remi Garza, County Assistant Administrator, clarified that the proposal submitted by Lone Star Bank was within scope and that the additional option was aside from meeting the original bid specs.

Mr. Wright clarified that the County Treasurer was advised not to present an option that was not appropriate under the bid specs and that the information before the Court was appropriate for consideration.

Judge Hinojosa stated that the Investment Policy was presented, yet the changes in laws were not presented nor was the Court informed that Letters of Credit and what they meant for the County could be considered. He stated that Mr. Farias was informing the Court that Letters of Credit were an option that allow substantially more money for the County's deposits. Judge Hinojosa stated - "if that's the case and if there is no big hurry for us to do this, and if it ends up that the Letter of Credit security is just as good as the other kinds of security and we make a decision considering that. Why in the world would we want to accept less in interest today than what we could at least get, you know? You know that the proposals if we redo this all over again, you know that at least we are gonna get at least what ever Lone Star Bank bids. It could be that First National Bank gives us a better bid than what First National Bank gives us with a Letter of Credit, because they are in the same situation as I would assume that Lone Star Bank is. We may end up getting more money as a result of that. So why in the world would we want to accept less money based upon a policy that we never really seriously considered because we weren't given any option at the time of the consideration? My feeling is let's throw all these things out. Let's analyze whether this Letter of Credit is going to be adequate to protect the County, and if it is adequate then let's bid it out and give that as an additional option and see if we can get more bids and make more money. Lone Star Bank has said while we are going through this process they will pay us our interest. So where are we losing anything on that situation?"

Mr. Gonzales clarified that Lone Star Bank had the best rate under the fixed rate but not under the variable rate.

Mr. Farias stated - "based on I guess our numbers on the fixed rate option we figured that the First National Bank would come in at \$3,118,000.00 and their step-up rate \$3,120,000.00. Now you all may correct me I'm just going on my calculation. On variable rates based on a rising rate environment of 200 basis points over the next two (2) years, our variable rate came in at \$3,473,000.00. So that was \$394,000.00 more than First National Bank. So when I figure a variable rate calculation I figure based on a rising rate of 200 basis points, which is two percentage points, and right now that's a pretty realistic perspective based that we're in the lowest interest rate environment in 40 years. What's to say what's going to happen, we don't know. But based on my calculation that's what we turned out. Going back a little bit to the bid specification, just to clarify, on the letters on the bids specification which were sent out, basically in here it says any deviations from these terms and conditions must be stated as such when returning the Worksheet. We did that. It asks you

that even though the Worksheet is such, if you have a better idea put it out there and that is what I'm doing. The other idea is you know it just says as long as we are complying with State Statutes, you know, and that's what we're doing. We are not going outside the boundaries and doing something that is not governed by law."

Mr. Wright advised that getting into the merits of the extra proposal presented by Lone Star Bank was inappropriate; therefore, it might be best to reject the applications and restart the process.

Judge Hinojosa stated that First National Bank agreed to pay the \$80,000.00 owed to the County if selected, and that if the process was restarted and a better interest rate was offered with the Letter of Credit it would be a win, win situation.

Commissioner Tamayo noted that all members of the Court wanted the most money for the County.

Commissioner Garza asked if all four (4) bids met the Bid Specifications.

Mr. Wright explained that the alternative to the Investment Policy presented by Lone Star Bank was not appropriate for the Court to consider and that the County Treasurer had been advised to exclude such alternative from the package provided to the Court.

Commissioner Garza questioned if the County's daily average deposits were considered when reviewing the variable and the fixed rates.

Mr. Gonzalez responded that the average collected balance based on a letter from Lone Star Bank was used once rounded to the nearest million for both variable and fixed rate.

Commissioner Garza asked if the "fees associated with doing business with all four (4) banks are pretty much negated in B, C, and D, right?"

Mr. Gonzales responded in the affirmative.

Commissioner Garza questioned if that was the reason why Bank A was not considered.

Mr. Gonzales responded that they were eliminated due to their price structure.

Commissioner Garza asked if the net earning would be collected by both variable and fixed rate.

Mr. Gonzales responded that the Court elected a variable or fixed rate once a Bank was selected. He stated that Bank B was offering an opportunity to have a fixed rate on Now Accounts and CDs and a variable rate for Money Market Accounts, noting that once selected the Court was locked in.

Commissioner Garza questioned whether to restart the process or whether to select a bank.

Commissioner Tamayo asked if the same Committee should be kept.

Judge Hinojosa responded that there was no need to keep the Committee because the issue pertained to the price and the law suit, adding that the question was whether to rebid. He stated that if the County decided to rebid then the Depository Contract would go to the bank offering the highest interest rate, perhaps it could be First National Bank as long as they committed to paying the County.

Mr. Gonzalez informed that interest rates fell since the bids were advertised.

Mr. Ortega clarified that guarantee of payment was an option if a bank was selected today, and requested that the Court consider that they had the better bid two (2) years ago and today.

Commissioner Garza stated that the County was in litigation before with other banks; one being IBC.

Judge Hinojosa stated that IBC paid the County a settlement.

Commissioner Garza stated that ongoing litigation did not exclude individuals from doing business with the County.

Judge Hinojosa commented - "I would like to see you in your own personal business, Mr. Garza, enter into a contract with someone that you're suing that owes you \$80,000.00. I don't think you would do it and I don't believe the County should do it. I certainly wouldn't do it."

Mr. Wright noted that the Commissioners Court had the ultimate discretion, although advise could be requested from a Committee.

Commissioner Tamayo reiterated her uneasiness with the Committee's recommendation.

Judge Hinojosa moved that this Item be **TABLED**, to allow the presence of Commissioner Wood and to review the issue regarding the Letter of Credit as security. He stated that Lone Star Bank agreed to maintain the status quo.

Mr. Wright noted that above 30 days would be needed if the Court elected to restart the bidding process.

Mr. Randy McLennan, Lone Star Bank, agreed to maintain the status quo for 60 days.

Judge Hinojosa stated that an Item would be placed on the Agenda to amend the Investment Policy and if approved an additional Item would be placed to restart the bidding process.

Mr. Gonzalez clarified that the bids specs required for the banks to honor their prices for 60 days, as of April 21, 2003.

Judge Hinojosa moved that this Item be **TABLED**.

The motion was seconded by Commissioner Benavides, and the vote was as follows:

AYE: Commissioner Benavides and Judge Hinojosa,

NAY: Commissioners Garza and Tamayo.

Commissioner Garza moved that the Bank Depository Contract be awarded to Bank B, First National Bank.

The motion was seconded by Commissioner Tamayo, and the vote was as follows:

AYE: Commissioners Garza and Tamayo,

NAY: Commissioner Benavides and Judge Hinojosa.

The Report is as follows:

PRESENTATION

(1) REVIEW OF CAMERON COUNTY CLERK'S COLLECTIONS DEPARTMENT

Mr. Joe G. Rivera, County Clerk, introduced the Management of the County Clerk's Judicial Department, and informed that through their efforts \$320,380.00 above what was collected last year was collected to date, resulting in an approximate increase of 36%. He stated that nearly \$200,000.00 should be collected during the month of May, and that at this rate approximately \$2 million in fines and court costs should be collected for the first time in the history of Cameron County. Mr. Rivera reported that uncollected monies pertained to jail credits and community service; noting that jail credits had increased and community service had decreased. He stated that defendants got jail credits worth three (3) times the average County employee's salary, and noted the need to modify legislation to change the value of jail credit.

Commissioner Garza asked who authorized jail credits and community service.

Mr. Rivera responded that jail credits were issued by a Judge and that community service was issued at the discretion of the County Clerks Collections Department.

Judge Hinojosa stated that fines were alternatives to incarceration, which costs the County money, and that Judges considered many factors when making a decision, adding that Judges made defendants pay when they were found to have the ability to do so.

Mr. Rivera stated that arraignments had been increased to 75, and noted the need for additional office space, adding that at times 30 employees worked in an area originally designed for 15.

Commissioner Garza suggested that the County Clerk's Office work with the Courts System in order to increase the arraignments even more, and stated that he would support finding workable area.

Mr. Rivera stated that only so much could be placed on the employees; therefore, the need to work with Commissioners Court, and that he would be recommending salary increases for Collection Department's staff in the near future.

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously the Review of Cameron County Clerk's Collections Department was acknowledged.

The Report is as follows:

ACTION ITEMS

(2) APPROVAL OF BUDGET AMENDMENTS AND/OR SALARY SCHEDULES

Upon motion by Commissioner Benavides, seconded by Commissioner Garza and carried unanimously, the Budget Amendment No. 2003-24 and Salary Schedules were approved.

The Budget Amendments and the Salary Schedules are as follows:

**(3) CONSIDERATION AND POSSIBLE ACTION
REGARDING LEGISLATIVE UPDATE**

Mr. Remi Garza, County Assistant Administrator, informed that the County was successful in including language in HB 4 regarding the provision of some liability coverage for Physicians working for the Health Services Districts. He stated that it may not have been what was contemplated, yet the definition of Health Services District had been included in the definition of HB 4, providing the same protection of \$250,000.00 liability.

Judge Hinojosa questioned the immunity issue.

Mr. Garza stated that this was the best that could be accomplished through Senator Lucio's Office.

Judge Hinojosa stated that nothing was obtained by the amendment because physicians were automatically included.

Mr. Garza clarified that SB 535 was still in the Calendar Committee, and informed that a Special Session might be held to consider budget, school financing, homeowners insurance, and possibly redistricting.

Commissioner Tamayo moved that the Legislative update be acknowledged.

The motion was seconded by Commissioner Benavides and carried unanimously.

The Report is as follows:

(4) **CONSIDERATION AND ACCEPTANCE OF DONATION OF \$2,000.00 FROM AMERICAN ELECTRIC POWER (AEP) FOR THE LAGUNA HEIGHTS RECREATIONAL PARK**

Judge Hinojosa thanked Mr. Jerry Don Wilson, American Electric Power (AEP), for facilitating their offices during the Queen Isabela Causeway Collapse.

Mr. Jerry Don Wilson, Community Affairs Manager for the American Electric Power (AEP), informed that he was happy to donate to non profit organizations in need of help, and that due to a 43% cut in his budget he was only providing \$2,000.00, yet he would be back.

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, the donation of \$2,000.00 from American Electric Power (AEP) for the Laguna Heights Recreational Park was accepted.

(5) **CONSIDERATION AND APPROVAL OF JOB DESCRIPTION AND SALARY INCREASE FOR ASSISTANT PERSONNEL DIRECTOR**

Mr. Manuel Villarreal, Personnel/Safety Risk Director, noted that the salary increase should be \$990.00.

At this time, Commissioners Benavides, Garza, and Tamayo congratulated Mrs. Sussie Marfileno, Assistant Personnel Director, for her accomplishments and excellent services.

Commissioner Benavides moved that the Job Description and salary increase for the Assistant Personnel Director be approved.

The motion was seconded by Commissioner Garza and carried unanimously.

The Report is as follows:

(6) **IN THE MATTER REGARDING CONSIDERATION AND AUTHORIZATION TO RECLASSIFY EXISTING DETENTION SLOT IN JAIL DIVISION TO SERGEANT POSITION (TABLED)**

Upon motion by Commissioner Benavides, seconded by Commissioner Tamayo and carried unanimously, this Item was **TABLED**.

(7) **CONSIDERATION AND APPROVAL OF JOB DESCRIPTION AND SALARY INCREASE TO RECEPTIONIST/SECRETARY POSITION IN COUNTY JUDGE'S OFFICE**

Mr. Remi Garza, County Assistant Administrator, explained that the position would be an Administrative Secretary Position to provide assistance with Agenda Items and would be accessible to the Court to research the Minutes.

Judge Hinojosa informed that Mrs. Frances Domansky transferred to a part-time position within the Parks System.

Commissioner Garza moved that the Job Description and salary increase to the Administrative Secretary Position in the County Judge's Office be approved.

The motion was seconded by Commissioner Tamayo and carried unanimously.

The Job Description is as follows:

**(8) CONSIDERATION AND AUTHORIZATION TO
CREATE FOURTEEN (14) FAMILY EXTRA HELP
POSITIONS FOR THE PRECINCT NO. 4 FAMILY
LEARNING CENTERS**

Mr. Xavier Villarreal, Budget Officer, explained that the part-time positions did not have benefits under the direction of Commissioner Tamayo and would be funded from revenues recognized from the increased fees in the Parks System, adding that the expenditure totaled \$21,000.00.

Mr. Mark Yates, County Auditor, stated that the Parks System has evolved into a Community Based Education Program and/or Social Services.

Upon motion by Commissioner Tamayo, seconded by Commissioner Garza and carried unanimously, the creation of fourteen (14) Family Extra Help Positions for the Precinct No. 4 Family Learning Centers was approved.

The Salary Schedules are as follows:

CONSENT ITEMS

ALL ITEMS UNDER THE CONSENT AGENDA ITEMS WERE HEARD COLLECTIVELY UNLESS OPPOSITION WAS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WAS CONSIDERED, DISCUSSED, AND APPROPRIATE ACTION WAS TAKEN SEPARATELY.

DISCUSSION CONCERNING CONSENT AGENDA ITEMS:

ITEM NO. 9: Mr. Mark Yates, County Auditor, presented the following late claims: Warrant No. 00096259, in the amount of \$19,395.63, payable to Juvenile Services Fund; Warrant No. 00096260, in the amount of \$58,735.00, payable to the Parks System Interest Fund; Warrant No. 00096261, in the amount of \$20,000.00, United Narcotics Intelligence; Warrant No. 00096262 to be void; Warrant No. 00096263, in the amount of \$1,912.00, payable to the Friendship of Women; Warrant No. 00096264, in the amount of \$71,598.84, payable to Mutual of Omaha Insurance Company; and Warrant No. 00096265 to replace Warrant No. 00096262, in the amount of \$13,000.00, payable to James Woodward and Frank Zarate.

ITEM NO. 18: Mrs. JuaNita Brodecky, Rio Hondo resident, questioned the policy pertaining to purchases without Purchase Orders.
Mr. Mark Yates, County Auditor, stated that the policy required that purchases be provided to the Purchasing Department for review and that he believes that such process has not been followed since the Policy was prepared. He stated that the purchase without a purchase order was reviewed by his office once approved by the Court.
Mr. Remi Garza, County Assistant Administrator, stated that not sending this Item to the Auditor's Office for review and placing it on the agenda was his mistake.
Mr. Juan Bernal, County Engineer/Public Works Director, explained that a purchase order was originally prepared for the \$375.00 to American Traffic, but was cancelled by mistake. He added that the \$14,678.96 to the landfill was for disposal of trash collection versus the \$2,000.00 originally allocated.
Mr. Yates stated that the Court had elected a limit of \$15,000.00, and recommended to seek competitive bids for the service, adding that if a purchase order was issued it could have been rectified prior to the matter reaching Commissioners Court.

ITEM NO. 20-b: Captain Robert Lopez, Sheriff's Department, requested that the travel dates be changed to June 2, 3, and 4, 2003.

Commissioner Tamayo moved that the following "Consent and Travel Items" be approved, inclusive of the late claims and the changes to Item No. 20-b.

The motion was seconded by Commissioner Benavides and carried as follows:

AYE: Commissioners Benavides, Tamayo, and Judge Hinojosa,

NAY: None,

ABSTAIN: Commissioner Garza as to Warrant No. 00096147, payable to The Medicine Shoppe, in the amount of \$95.00.

**(9) APPROVAL OF CLAIMS;
The Affidavit follows:**

- (10) **AUTHORIZATION TO ENTER INTO AN AGREEMENT BETWEEN CAMERON COUNTY (PORT ISABEL-CAMERON COUNTY AIRPORT) AND MCLEMORE FARMS, INC. FOR THE 2002-2003, ROUTINE AIRPORT MAINTENANCE PROGRAM;**
The Agreement follows:
- (11) **AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P.S.I. FOR GEO-TECHNICAL SERVICES FOR THE BROWNE ROAD PARK;**
The Agreement follows:
- (12) **AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P.S.I. TO PREPARE AN ENVIRONMENTAL ASSESSMENT ON LOTS NOS. 1, 2, 3, AND 4, BLOCK NO. 4 OF THE RUTHERFORD HARDING SUBDIVISION;**
The Agreement follows:
- (13) **IN THE MATTER REGARDING CONSIDERATION AND AUTHORIZATION TO HOLD A PUBLIC MEETING AS REQUIRED BY TEXAS PARKS AND WILDLIFE TO DISCUSS THE POSSIBLE DEVELOPMENT OF A PUBLIC BOAT RAMP FOR ISLA BLANCA PARK ON SOUTH PADRE ISLAND (ACTION TAKEN SEPARATELY);**
- (14) **AGREEMENT WITH PHOENIX I RESTORATION AND CONSTRUCTION FOR THE DEMOLITION OF NON-HISTORIC MATERIALS AT THE DANCY BUILDING;**
The Agreement follows:
- (15) **RENEWAL OF THE CONTRACT SERVICE AGREEMENT WITH UNIVERSAL WEATHER AND AVIATION, INC. (IMPACT WEATHER-WEBSITE) FOR THE HURRICANE SEASON, JUNE 1 THROUGH NOVEMBER 30, 2003;**
The Agreement follows:
- (16) **RESOLUTION SUPPORTING THE ALZHEIMER'S ASSOCIATION;**
The Resolution follows:
- (17) **BEACH CLEANING AND MAINTENANCE AGREEMENT WITH THE TEXAS GENERAL LAND OFFICE FOR THE STATE FINANCIAL ASSISTANCE FOR FISCAL YEAR 2004;**
The Agreement follows:
- (18) **PAYMENT ON PURCHASE ORDER WITHOUT A P.O. NUMBER TO AMERICAN TRAFFIC IN THE AMOUNT OF \$375.00 AND THE BROWNSVILLE LANDFILL IN AMOUNT OF \$14,678.96;**
- (19) **FINAL APPROVAL:**
 - A. **PRECINCT NO. 4, B&G ESTATES, BEING A SUBDIVISION OF 19.90 ACRES OF LAND COMPRISED OF 9.13 ACRES OUT OF THE EAST 10.80 ACRES OF BLOCK 50 AND THE EAST 10.77 ACRES OF BLOCK 51, ADAMS GARDENS SUBDIVISION "B", CAMERON COUNTY.**

TRAVEL ITEMS

- (20) **AUTHORIZATION TO TRAVEL/OR APPROVAL OF TRAVEL EXPENSE FOR THE FOLLOWING (PLEASE NOTE: TRAVEL REQUESTS ARE SUBJECT TO ALL APPLICABLE COUNTY POLICIES):**
 - (a) County Clerk and (2) two Deputy Clerks to attend the "Annual Meeting-Legislative Session", in Dallas, Texas, September 4-6, 2003;
 - (b) Chief, Lieutenant of the Sheriffs Department, GIS Coordinator, and Information System Director to review Jail Management System in Lubbock, Texas, May 18-20, 2003;
 - (c) Weed and Seed Program Coordinator, Lieutenant Orlando Rodriguez, Weed and Seed Chair, Yolanda Rosenbaum (resident), and Elena Rivera (Weed and Seed Juvenile Probation Officer) to attend a "Weed and Seed, Working Together Works, National Conference", in Albuquerque, New Mexico, May 24-28, 2003;
 - (d) County Extension Agent-FR to attend the "Coalition for Families 9th Annual Networking Meeting", in Pharr, Texas, May 20, 2003;
 - (e) One (1) Criminal Investigator to attend the "Intermediate Latent Ridge Friction Comparison School", in Austin, Texas, June 1-6, 2003;

- (f) Court Reporter to attend the "TCRA Court Reporter's Annual Convention/Seminar", in South Padre Island, Texas, June 20-22, 2003;
 - (g) County Extension Agent-4H to assist and supervise 4-H member and leaders at the Rio Grande Valley Livestock Show, in Mercedes, Texas, March 15-23, 2003;
 - (h) County Extension Agent-4H to serve as a Superintendent of the District 12-4H Rifle Competition, in Falfurrias, Texas, April 12, 2003;
 - (i) Weed and Seed Program Coordinator and Probation Officer to attend a meeting with Base Commanders of five (5) Military Installations in the area, in San Antonio, Texas, May 21-22, 2003;
 - (j) Elections Administrator and three (3) Staff Members to attend the "Secretary of State's Election Law Seminar", in Austin, Texas, July 22-25, 2003;
 - (k) Four (4) Sheriff's Administrators to attend the "17th Annual Spring Texas Jail Association Conference", in San Antonio, Texas, May 27-30, 2003; and
 - (l) Law Enforcement Safety Officer to attend "Continuing Education Courses and Instructors for 2003", in Austin, Texas, June 9-12, 2003.
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- (9) **APPROVAL OF CLAIMS.**
The Affidavit is as follows:

- (10) **AUTHORIZATION TO ENTER INTO AN AGREEMENT BETWEEN CAMERON COUNTY (PORT ISABEL-CAMERON COUNTY AIRPORT) AND MCLEMORE FARMS, INC. FOR THE 2002-2003, ROUTINE AIRPORT MAINTENANCE PROGRAM.**
The Agreement is as follows:

- (11) **AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P.S.I. FOR GEO-TECHNICAL SERVICES FOR THE BROWNE ROAD PARK.**
The Agreement is as follows:

- (12) **AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH P.S.I. TO PREPARE AN ENVIRONMENTAL ASSESSMENT ON LOTS NOS. 1, 2, 3, AND 4, BLOCK NO. 4 OF THE RUTHERFORD HARDING SUBDIVISION.**
The Agreement is as follows:

- (14) **AGREEMENT WITH PHOENIX I RESTORATION AND CONSTRUCTION FOR THE DEMOLITION OF NON-HISTORIC MATERIALS AT THE DANCY BUILDING.**
The Agreement is as follows:

- (15) **RENEWAL OF THE CONTRACT SERVICE AGREEMENT WITH UNIVERSAL WEATHER AND AVIATION, INC. (IMPACT WEATHER-WEBSITE) FOR THE HURRICANE SEASON, JUNE 1 THROUGH NOVEMBER 30, 2003.**
The Agreement is as follows:

- (16) **RESOLUTION SUPPORTING THE ALZHEIMER'S ASSOCIATION.**
The Resolution is as follows:

- (17) **BEACH CLEANING AND MAINTENANCE AGREEMENT WITH THE TEXAS GENERAL LAND OFFICE FOR THE STATE FINANCIAL ASSISTANCE FOR FISCAL YEAR 2004.**
The Agreement is as follows:

EXECUTIVE SESSION

(21) EXECUTIVE SESSION:

Upon motion by Commissioner Tamayo, seconded by Commissioner Benavides and carried unanimously, the Court met in Executive Session at 11:25 A.M., to discuss the following matters:

- (a) Confer with Commissioners' Court Legal Counsel concerning the Concession Agreement with Brady's Duty Free at the Veterans International Bridge; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.072;
- (b) Confer with Commissioners' Court Legal Counsel concerning Abstract 2, Share 6-Tract 4, Cameron County owned land, in which the duty of the Attorney of the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071 (2);
- (c) Deliberation regarding Real Property concerning the possible purchase of property for the New Cameron County Annex Building in the Harlingen Area; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.072;
- (d) Deliberation regarding Real Property concerning the possible purchase of Real Property known as Rutherford Harding Subdivision, Lots Nos. 1, 2, 3, and 4, Block No. 4; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.072;
- (e) To deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of the Public Works Director/County Engineer; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.074 (A); and
- (f) Confer with Commissioners' Court Legal Counsel concerning issues with Wetlands located at Andy Bowie Park on South Padre Island; pursuant To Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071(2).

(1) SUPPLEMENTAL EXECUTIVE SESSION AGENDA:

- (a) Confer with Commissioners' Court Legal Counsel concerning the Public Works Department on which the duty of the Attorney of the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act; pursuant to Vernon Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071 (2).

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, the Court reconvened in Regular Session at 11:49 A.M.

NOTE: JUDGE HINOJOSA AND COMMISSIONER GARZA LEFT THE MEETING AT THIS TIME.

(22) ACTION RELATIVE TO EXECUTIVE SESSION:

- (a) **Confer with Commissioners' Court Legal Counsel concerning the Concession Agreement with Brady's Duty Free at the Veterans International Bridge.**

Commissioner Tamayo moved that the County Judge be authorized to execute an Agreement with Brady's Duty Free at the Veterans International Bridge along the lines as set forth in Executive Session.

The motion was seconded by Commissioner Garza and carried unanimously.

The Agreement is as follows:

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- (b) Confer with Commissioners' Court Legal Counsel concerning Abstract 2, Share 6-Tract 4, Cameron County owned land, in which the duty of the Attorney of the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.**

Upon motion by Commissioner Garza seconded by Commissioner Tamayo and carried unanimously, the Status Report by Legal Counsel concerning Abstract 2, Share 6-Tract 4, Cameron County owned land, in which the duty of the Attorney of the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act was acknowledged, and the Property Manager was authorized to negotiate a Farm Lease with the present farmer on the property or to terminate the relationship.

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- (c) Deliberation regarding Real Property concerning the possible purchase of property for the New Cameron County Annex Building in the Harlingen area.**

Commissioner Garza moved that the Status Report regarding Real Property concerning the possible purchase of property for the New Cameron County Annex Building in the Harlingen area be acknowledged.

The motion was seconded by Commissioner Tamayo and carried unanimously.

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- (d) Deliberation regarding Real Property concerning the possible purchase of Real Property known as Rutherford Harding Subdivision, Lots Nos. 1, 2, 3, and 4, Block No. 4.**

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, Judge Hinojosa was authorized to sign the Amendment to the Contract regarding Real Property concerning the possible purchase of Real Property known as Rutherford Harding Subdivision, Lots Nos. 1, 2, 3, and 4, Block No. 4 for an extension of 60 days.

The Amendment is as follows:

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- (e) **To deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of the Public Works Director/County Engineer.**

Commissioner Tamayo moved that the Status Report regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the Public Works Director/County Engineer be acknowledged.

The motion was seconded by Commissioner Garza and carried unanimously.

Commissioner Garza commented that the Public Works Director has done a very good job in his Precinct.

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- (f) **Confer with Commissioners' Court Legal Counsel concerning issues with Wetlands located at Andy Bowie Park on South Padre Island.**

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, the Conservation Easement was authorized, subject to approval from TECQ.

(2) **SUPPLEMENTAL EXECUTIVE SESSION AGENDA:**

- (a) **In the matter regarding confer with Commissioners' Court Legal Counsel concerning the Public Works Department on which the duty of the Attorney of the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act. (TABLED)**

Note: This Item was not discussed.

Upon motion by Commissioner Garza, seconded by Commissioner Tamayo and carried unanimously, this Item was **TABLED**.

Mr. Remi Garza, County Assistant Administrator, informed that an event would be held at the Veterans International Bridge in tribute of U.S. Army Spc. Edward John Anguiano of Los Fresnos/Brownsville and Marine Pfc. Juan G. Garza Jr. of San Benito.

There being no further business to come before the Court, upon motion by Commissioner Tamayo, seconded by Commissioner Garza and carried unanimously, the meeting was **ADJOURNED** at 11:53 A.M.

APPROVED this 10th day of **June 2003**.

GILBERTO HINOJOSA
COUNTY JUDGE

ATTEST:

JOE G. RIVERA
COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
CAMERON COUNTY, TEXAS.