

STATE OF TEXAS §  
COUNTIES OF ARANSAS §  
SAN PATRICIO AND NUECES §  
CITY OF ARANSAS PASS §

On this the 2nd day of October, 2007 the Aransas Pass Municipal Development APMDDD convened in a Regular Meeting being open to the Public at the regular meeting place thereof in the City Hall and notice of said meeting giving the time, place, date and subject hereof having been posted and prescribed by Chapter 551 of the Texas Government Code with the following attendance to wit constituting a quorum.

PRESENT:

RICHARD HEAD	President
TOM GINTER	Treasurer
HARLAN ROBERTS	Director
TERRY STANSBERRY	Director
VICKIE ABREGO	Director
KAREN GAYLE	Director
RAYMOND STONE	Director
ANNABEL SEALS	Director
JAMES COVINGTON	Director
TOM ANDREWS	Attorney

ABSENT

Hope Comingore	Vice President
Randall Freeze	Secretary

CITY STAFF PRESENT:

Yvonne Stonebraker	Administrative Assistant
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OTHERS PRESENT:

(There may have been others present who did not sign in.)

**ITEM 1.**

**CALL MEETING TO ORDER.**

President Head called the Meeting to order at 6:30 P.M. on October 2, 2007. President Head stated there was a quorum present.

**ITEM 2.**

**APPROVAL OF MINUTES OF AUGUST 30, SEPTEMBER 12, AND SEPTEMBER 18, 2007.**

Director Gayle made the motion to approve the minutes of the August 30, September 12 and September 18, 2007 meetings. Director Roberts seconded the motion and the motion carried unanimously.

**ITEM 3**

**CONSIDER AND ACT ON INVOICES TO BE PAID.**

President Head presented the invoices to be paid.

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
NorthShore Title	Lot 29-30, Blk 287	\$ 500.00
NorthShore Title	Lot 23,24 & 26, Blk 287	\$ 500.00
Rich Head	Blue Prints for C.C.	<u>\$ 702.43</u>
		\$1,702.43

Treasurer Ginter stated that invoices are normally approved by the MDD before being paid. Treasurer Ginter stated that the two invoices for NorthShore Title were paid on September 21, 2007.

President Head stated that with real estate transactions time is of the essence.

Director Stone made the motion to approve the invoices for payment. Director Seals seconded the motion and the motion carried unanimously.

**ITEM 4.**

**REVIEW CURRENT FINANCIAL STATEMENTS.**

Treasurer Ginter presented the financial statements.

Treasurer Ginter stated that the budget report balance was as of August 31, 2007.

<b>Assets</b>	<b>Total</b>
Cash Prosperity Bank	\$ (106.15)
TexPool General Fund	\$2,808,184.20
TexPool Capital Fund	\$1,018,744.49
Accounts Receivable	<u>\$ 51,488.09</u>
	<b>\$3,878,310.63</b>

**Fund Balance**

General Fund	\$2,624,217.03
Capital Fund	<u>\$1,047,310.54</u>
	\$3,671,527.57

Total Revenues	\$ 797,682.39
Total Expenses	- <u>\$ 590,899.33</u>
Excess Revenues over Expenses	\$ 206,783.06

Fund Balance	\$3,671,527.57
Excess Revenues over Expenses	<u>+\$ 206,783.06</u>
Total Liabilities & Fund Balance/Equity	<b>\$3,878,310.63</b>

**ITEM 5**

**REVIEW INTER-LOCAL GOVERNMENTAL AGREEMENT WITH THE CITY OF ARANSAS PASS AS IT RELATES TO THE CONSTRUCTION AND OPERATION OF THE PROPOSED CIVIC CENTER, TAKE SUCH ACTION AS THE BOARD MAY DETERMINE.**

APMDD Attorney Tom Andrews presented the Inter-Local Governmental Agreement (Agreement) to the board.

Mr. Andrews stated that reviewing the Inter-Local Agreement he found on page two, paragraph four and it reads, as follows:

WHEREAS, the City will own the Initial Projects (Aquatic Center and Civic Center) and will have full responsibility for the design and construction of the Initial Projects and the District (APMDD) shall have no

duties or responsibilities with respect to the Initial Projects other than as provided in this Agreement;

Mr. Andrews stated that the Agreement allows the APMDD to pay for the Projects, only. Mr. Andrews stated that the City was responsible for everything else. Mr. Andrews stated that the initial Projects are defined as the Aquatic Center and Civic Center.

Mr. Andrews stated that in the Agreement there was a section (Section 4) that stated as follows:

Section 4. Amendments and Modifications. This Agreement shall be binding upon the City and the District and their respective successors and legal representatives and shall inure solely to the benefit of the City and District and their respective successors and legal representatives. Furthermore, no alterations, amendment, or modification of any provision of this Agreement shall be effective unless (1) prior written consent of such alteration, amendment, or modification shall have been obtained from the parties hereto, and (2) such alteration, amendment, or modification is in writing and signed by the parties hereto. The City and the District may amend this Agreement to address the construction or financing of other Projects (other than the initial Projects) upon compliance with the provisions of the Act and with applicable law.

Mr. Andrews stated that the Agreement could be amended for future projects but not for the initial Projects (Aquatic Center and Civic Center.) Mr. Andrews stated that in order for the APMDD to accomplish the objectives, the APMDD must get the City to agree to the amendments to the Inter-Local Agreement putting the APMDD in charge of the Civic Center.

Mr. Andrews stated that the APMDD had taken care of plans, specifications and proposed contracts. Mr. Andrews stated that as far as he knew, those items had not been reviewed by a City Official.

Treasurer Ginter stated that the City Council had approved the plans for the Civic Center.

Mr. Andrews stated that the APMDD needs to get the Agreement amended and that would allow the APMDD to write the contract and to have supervision over the Civic Center so the building could be constructed.

Mr. Andrews stated that during the past APMDD meetings he had understood that the APMDD would run the Civic Center after construction for one (1) year and then turn it over to the City of Aransas Pass. Mr. Andrews stated that the City of Aransas Pass should be in agreement with the management company that the APMDD wanted to bring in to manage the Civic Center, so when the Civic Center is turned over to the City of Aransas Pass, the management company would already be in place.

Mr. Andrews stated that the APMDD would have to lease the Civic Center from the City of Aransas Pass. Mr. Andrews suggested a two (2) year lease so the APMDD could accomplish everything they wanted to accomplish.

President Head stated that once the lease is up and the Civic Center reverted back to the City, the APMDD would make an agreement to pay half of the deficit and all of the repairs.

Mr. Andrews stated that the property the APMDD is acquiring for the Civic Center under the District's name should also be brought to the City of Aransas Pass for a formal agreement.

Director Roberts stated that the lots on 7<sup>th</sup> Street are being bought by the APMDD under the City of Aransas Pass' name.

Mr. Andrews stated that the APMDD needed to amend the Agreement on the Aquatic Center. Mr. Andrews stated that the APMDD had agreed to pay half of the deficit and all of the repairs for the Aquatic Center.

Director Roberts stated that the City Council had already approved that the APMDD would pay half of the deficit and all of the repairs for the Aquatic Center.

**ITEM 6.**

**GENERAL DISCUSSION.**

APMDD Members discussed next scheduled meetings and agenda items.

**ITEM 7.**

**ADJOURNMENT OF MEETING.**

Director Stone made the motion to adjourn the meeting. Director Roberts seconded the motion and the motion carried unanimously.

President Head adjourned the meeting at 8:00 p.m.

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Richard Head, President

ATTEST:

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Randall Freeze, Secretary