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## CITY COUNCIL AGENDA

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Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, January 12, 2016, at 6:30 p.m. The meeting will be held at Rockport City Hall, 622 E. Market, Rockport, Texas. The matters to be discussed and acted upon are as follows:

### Opening Agenda

1. Call meeting to order.
2. Pledge of Allegiance.
3. Proclamation: Lions Club Appreciation Day
4. Citizens to be heard.

At this time, comments will be taken from the audience on any subject matter that is not on the agenda. To address the Council, please sign the speaker's card located on the table outside the Council Chamber and deliver to the City Secretary before the meeting begins. Please limit comments to three (3) minutes. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda.

### Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

5. Deliberate and act on approval of City Council Regular Meeting Minutes of December 8, 2015.
6. Deliberate and act to approve Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance.
7. Deliberate and act on 1<sup>st</sup> quarter report from the Texas Maritime Museum for Fiscal Year 2015-2016 marketing expenditures.
8. Deliberate and act on report from Rockport-Fulton Chamber of Commerce Seafair Committee for marketing expenditures made for 2015 Seafair.
9. Deliberate and act to accept a donation from the Rockport Lions Club for the purchase of a bicycle rack for placement at the Tule Hike & Bike Trail parking lot.
10. Deliberate and act to accept a donation from Laurie Clark for the purchase of a memorial park bench for placement at the Memorial Park dog park.
11. Deliberate and act to appoint member to the Rockport Heritage District Board.
12. Deliberate and act on 1<sup>st</sup> quarter report from the Rockport-Fulton Chamber of Commerce Fiscal Year 2015-2016 marketing expenditures.

## **Public Hearing**

13. Call to Order – Rockport Planning & Zoning Commission.
14. Conduct and deliberate a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a zoning change from R-1 (1<sup>st</sup> Single Family Dwelling District) to B-1 (General Business District) on property located at 104 Woodland Drive; also known as .678 acre out of 1.51 acres at the northwest corner of FM 2165 & entry road, Rockport Country Club Estates, Unit 2, Rockport, Aransas County, Texas.
15. Adjourn – Rockport & Planning & Zoning Commission.

## **Regular Agend**

16. Deliberate and act on an Ordinance authorizing the issuance, sale and delivery of up to \$3,400,000 in aggregate principal amount of “City of Rockport, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016”; securing the payment thereof by authorizing the levy of an annual *ad valorem* tax and a pledge of certain surplus revenues of the City’s waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto.
17. Hear and deliberate on presentation of Rockport-Fulton Area Chamber of Commerce Compass Report: Guidance, Promotion and Support.
18. Deliberate and act on first reading of an Ordinance amending City of Rockport Code of Ordinances Chapter 50 “Floods.”
19. Reports from Council.  
At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas Pathways Steering Committee; Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Environmental Committee for Water Issues; Parks & Leisure Services Advisory Board; Planning & Zoning Commission; Rockport Heritage District Board; Rockport-Fulton Chamber of Commerce; Aransas County Storm Water Management Advisory Committee; Swimming Pool Operations Advisory Committee; Tourism Development Council; Tree & Landscape Committee; YMCA Project Committee; Texas Maritime Museum, Fulton Mansion, Rockport Center for the Arts, Aransas County, Aransas County Independent School District, Aransas County Navigation District, Town of Fulton, and Texas Municipal League. No formal action can be taken on these items at this time.

## **Executive Session**

City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

20. Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: a) Aumada, b) Templeton, c) Pena/Dack, and d) Bay Education Center.
21. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the

State Bar of Texas clearly conflicts with this chapter.

22. Section 551.072 Deliberation regarding real property - deliberate the purchase, exchange, lease, or value of real property: a) 1501 and 1505 Broadway and b) Project Red Fish.
23. Section 551.076 Deliberations Regarding Security Devices or Security Audits: Closed Meeting.
24. Section 551.074 Personnel Matters: City Manager Evaluation.
25. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

### **Open Session**

26. City Council will reconvene into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.
27. Adjournment.

### **Special Accommodations**

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email [citysec@cityofrockport.com](mailto:citysec@cityofrockport.com) for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

### **Certification**

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 622 E. Market Street, Rockport, Texas on Friday, January 8, 2016, by 5:00 p.m. and on the City's website at [www.cityofrockport.com](http://www.cityofrockport.com). I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot*, *Coastal Bend Herald*, and *Corpus Christi Caller Times*.

  
Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM:** 3

Proclamation: Lions Club Appreciation Day

**SUBMITTED BY:** Mayor C.J. Wax

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The Rockport Lions Club is celebrating 99 years of service and will also be hosting the District 2-A3 Midwinter Conference on January 23. Please see the accompanying proclamation and conference flyer for more information.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Not an action item.

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## PROCLAMATION

**WHEREAS**, the Lions Club of Rockport is an important and well respected organization in our community whose efforts and commitments improve the community and the environment; and

**WHEREAS**, the Lions Club of Rockport provides eyeglasses for children; awards scholarships for students; serves at Community Table; provided a park bench and bike rack for Pathways Project; provides toys for kids for 43 years; is responsible for the Red Ribbon Anti-Drug Campaign; assists with Leader Dogs for the blind and the Lions Camp for Special Needs Children; as well as many other community related projects; and

**WHEREAS**, the Rockport Lions Club Members have earned the admiration and highest regard of the people with whom they have come in contact by exhibiting exemplary dedication to the best interests of this community; and

**WHEREAS**, the Lions Club of Rockport is celebrating 99 years of Service to the World; and

**WHEREAS**, in recognition of District Governor Lion Juan Lopez and approximately 100 Lions from District 2-A3 visiting Rockport on January 23, 2016, for the Lion Midwinter Conference at the Presbyterian Church in Rockport,

**NOW, THEREFORE**, I Charles J. Wax, Mayor of the City of Rockport, do hereby proclaim January 23, 2016, as

### Lions Club Appreciation Day

in the City of Rockport, and I urge all citizens to extend their appreciation to Lions Club Members whose efforts and commitments help and improve the lives of many in the City of Rockport.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Rockport, Texas, to be affixed this 12<sup>th</sup> day of January 2016.

**CITY OF ROCKPORT, TEXAS**

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Charles J. Wax, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary



## **REGISTRATION FORM AND MEETING INFORMATION**

**International Association of Lions Clubs- District 2-A3**

**Mid-Winter Conference--Saturday, January 23, 2016**

**First Presbyterian Church**

**301 North Highway 35, Rockport, Texas**

DG Juan Lopez and the District 2-A3 Cabinet invite you to join us to hear the latest information about Lions Club International, District 2-A3, and be motivated by our guest speaker, Robert S. Littlefield, PhD. Dr. Littlefield is an active member of the Fargo, North Dakota Lions Club where he has served in many capacities at the Club, District, Multiple District (5E) levels, and ultimately as International Director during 2014-2016. He has received numerous awards for his service as a Lion.

**Please mail the completed registration form and check for registration and lunch to:**

**Rockport Lions Club, P. O. Box 403, Fulton, TX 78358**

Coffee, fruit, and doughnuts will be available in the morning. Lunch will be your choice of flounder, shrimp salad, or chicken fried steak. Lunch includes a beverage and bread pudding for dessert.

An informal social gathering will be held on Friday, January 22 at the Lighthouse Inn, 200 S. Fulton Beach Road. The gathering will start at 7:00PM. Ask at the hotel reservation desk for the room number. This will give all an opportunity to mingle and become acquainted with Lions from all over the District. Casual is the proper attire.

Two Rockport hotels are offering special discounted rates to participants. **Mention "Lions Club" when you book rooms in order to receive the special rate. Individual payment required.**

**Lighthouse Inn**, 200 S. Fulton Beach Road Rates from \$99.00 to \$129.00  
Toll Free (866) 790-8439; (361) 790-8439

**Holiday Inn Express**, 925 Lady Claire Street Rate \$119.00 (361) 729-4444

Contact the Rockport-Fulton Chamber for other hotels: [www.rockport-fulton.org](http://www.rockport-fulton.org)  
Toll Free (800) 242-0071 or (361) 729-6445.

For more information contact:

Club President Ed Hegen, (361) 813-9298 [hheggenn@yahoo.com](mailto:hheggenn@yahoo.com)

Membership Chair Russ Mumaw, (361) 403-3074 [oldebikerguy38@yahoo.com](mailto:oldebikerguy38@yahoo.com)

We are looking forward to a successful and entertaining meeting. Let's give Dr. Littlefield a warmhearted South Texas Welcome.

**PLEASE BRING YOUR CLUB'S BANNER AND A BAG FULL OF CANNED GOODS  
FOR THE ROCKPORT FOOD BANK**

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 5**

Deliberate and act on approval of City Council Regular Meeting Minutes of December 8, 2015.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Please see the accompanying minutes of the Regular Meeting of December 8, 2015.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Staff recommends Council approve the Minutes, as presented.

# CITY OF ROCKPORT

## MINUTES

### CITY COUNCIL REGULAR MEETING 6:30 p.m., Tuesday, December 8, 2015 Rockport City Hall, 622 East Market Street

On the 8<sup>th</sup> day of December 2015, the City Council of the City of Rockport, Aransas County, Texas, convened in Regular Session at 6:30 p.m., at the regular meeting place in City Hall, 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

#### **CITY COUNCIL MEMBER(S) ABSENT**

#### **STAFF MEMBERS PRESENT**

City Manager Kevin Carruth  
City Attorney Terry Baiamonte  
City Secretary Teresa Valdez  
Police Chief Tim Jayroe  
Public Works Director Mike Donoho  
Public Works Department Street Division Team Leader Ryan Picarazzi  
Park & Leisure Services Director Tom Staley  
Community Planner Kimber Clark

#### **ELECTED OFFICIALS**

#### **Opening Agenda**

##### **1. Call to Order.**

With a quorum of the Council Members present, the Regular Meeting of the Rockport City Council was called to order by Mayor Wax at 6:32 p.m. on Tuesday, December 8, 2015, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

##### **2. Pledge of Allegiance.**

Mayor Pro-Tem Rios led the Pledge of Allegiance to the U.S. flag.

##### **3. Citizens to be heard.**

At this time comments will be taken from the audience on any subject matter that is not on the agenda. To address the Council, please sign the speaker's card located on the table outside the Council Chamber and deliver to the City Secretary before the meeting begins. Please limit comments to three (3) minutes. In accordance with the Open Meetings Act, Council may not discuss or take any action on any item that has not been posted on the agenda.

There were no citizen comments.

### **Consent Agenda**

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 4. Deliberate and act on approval of City Council Workshop Meeting & Regular Meeting Minutes of November 17, 2015.**
- 5. Deliberate and act to appoint member to the Park & Leisure Services Board.**
- 6. Deliberate and act on Report from Rockport Center for the Arts and Rockport Rotary Club for marketing expenditures made for Rockport Film Festival 2015.**

Mayor Wax called for requests to remove any item from the Consent Agenda for separate discussion. There being no requests, Mayor Wax called for a motion.

**MOTION:** Council Member Villa moved to adopt the Consent Agenda Items as presented. Council Member Day seconded the motion. Motion carried unanimously.

### **Public Hearing**

- 7. Call to Order – Rockport Planning & Zoning Commission.**
- 8. Conduct and deliberate a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a zoning change from R-1 (1<sup>st</sup> Single Family Dwelling District) to B-1 (General Business District) on property located at 104 Woodland Drive; also known as .678 acre out of 1.51 acres at the northwest corner of FM 2165 entry road, Rockport Country Club Estates, Unit 2, Rockport, Aransas County, Texas.**
- 9. Adjourn – Rockport Planning & Zoning Commission.**

Mayor Wax announced that a Joint Public Hearing would not be held tonight due to a lack of quorum for the Planning & Zoning Commission. Mayor Wax stated the Joint Public Hearing will be rescheduled for the next Council meeting on January 12, 2016.

### **Regular Agenda**

- 10. Hear and deliberate on a presentation from Voestalpine concerning their Portland, Texas, project.**

Voestalpine Head of Communications and Public Relations Jonas Chupe addressed the Council. Mr. Chupe gave a PowerPoint presentation (below) on the Voestalpine project in Portland.



gowest Process Welcome to the Future of Iron Making

Key Update – City Council



December 8, 2015

voestalpine Texas LLC  
www.voestalpine.com/usa



gowest Process

voestalpine Texas LLC  
gowest



### DRI: The Green Alternative to a Coke-Fed Blast Furnace

A direct reduced iron (DRI) plant is using cleaner natural gas instead of petroleum coke

voestalpine Texas LLC  
gowest

gowest Commercial Environment

voestalpine Texas LLC  
gowest



### Positive Market Response

- Approx. 80% of production already under Contract/MoU
- Geographical target market: NAFTA + Europe
- Typical customer profile includes an Electric Arc Furnace operator who seeks:
  - Independence from volatile scrap markets
  - Improved quality predictability and consistency
  - An upgraded product quality



gowest The Big Picture

voestalpine Texas LLC  
gowest



voestalpine Texas LLC  
gowest



### Teamwork

- Budget: 800 million USD
- Project Procurement: Completed
- Start of Commissioning: End of 2015
- Start of Production: 1st Quarter 2016
- Current Workforce on Site: 2,300
- Expected Workforce at Peak: 2,300
- Hours Worked: 3.0 million

Estimated economic benefit for region  
> 1 billion USD (in addition to construction costs)



gowest Progress

voestalpine Texas LLC  
gowest



voestalpine Texas LLC  
gowest





Danke. Servus.

Jonas Chupe  
 Head of Communications and Public Relations  
 Controlling and Tax Manager  
 T: +1/361/704 9023  
 M: +1/361/446 2535  
[Jonas.Chupe@voestalpine.com](mailto:Jonas.Chupe@voestalpine.com)  
<http://www.voestalpine.com/texas>

voestalpine Texas LLC  
 | govworks

voestalpine  
 | govworks

Mr. Chupe stated that upon construction, there will be a work force of 170 people. Mr. Chupe informed the Council that the project in Portland is the parent company's largest foreign direct investment, at \$740 million.

Discussion was held among Council and Mr. Chupe.

Mayor Wax asked that Mr. Chupe return to a City Council Meeting in June or July to give the Council an update on the project.

## **11. Hear and deliberate a review of the City of Rockport Floodplain Management Ordinance.**

Public Works Director Mike Donoho informed Council that on February 17, 2016, the new FEMA Flood Insurance Rate Maps will go into effect and an updated Floodplain Management Ordinance must be adopted. Mr. Donoho stated that in preparation for these required changes, on November 17, 2015, Council approved entering into a contract with Lockwood, Andrews, & Newnam, Inc. (LAN) to assist in developing higher floodplain development standards and participation in the

Community Rating System (CRS). Mr. Donoho added that in addition to CRS participation resulting in lower flood insurance premiums for local policy holders, CRS floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss. Mr. Donoho said LAN Engineering will provide assistance to City staff regarding the CRS application process, community outreach and information initiatives, floodplain management and flood hazard mitigation efforts, elevation certificate documentation, FEMA Community Assistance Visit, as well as recertification. Mr. Donoho called the Council's attention to the proposed changes to Chapter 50 of the Code of Ordinances contained in the Agenda packet. Mr. Donoho stated one of the most contentious points of revision in comparison to Aransas County's floodplain and storm water management regulations is the minimum finished floor elevation (i.e. freeboard). Mr. Donoho explained the City's current requirement is 12 inches while the County has adopted an 18-inch standard. Mr. Donoho suggested that consideration should be given to adopting an 18-inch freeboard in order to make development requirements more uniform across the County and to minimize structural flooding. Mr. Donoho stated they are working on a very tight timeline and hope to get something submitted in the next couple of weeks.

Mayor Wax stated his understanding of the Aransas County rule is 18-inches above elevation and the City's rule is 12-inches above the peak of the road in front of the residence. Mayor Wax said he is not sure how different those two things are, but isn't 12-inches above the peak of the road in front of the residence better defined as 12-inches above basic flood elevation/100-year flood or 25-year flood or something that is not dependent on the vagaries of road construction.

Community Planner Kimber Clark stated the Texas Water Development Board, which is the state coordinator for FEMA, provided the City with a template for a floodplain management ordinance, so she compared the City's Floodplain Management Ordinance with the template and looked for anything that was different. Ms. Clark stated that by February 17, 2016, the City needs to make sure we meet the minimum standards, and last month the Council agreed they wanted to shoot for higher standards, so she wanted to explore some easy options that could be taken advantage of at this phase, but also look at how we could build consistency with Aransas County. Ms. Clark said she worked with James Jackson from Aransas County and the language in the proposed changes to the Ordinance would give the City enough flexibility to be able to use common sense so that our building officials can make the best choice for our homeowners. Ms. Clark added that the terminology used in the flood ordinance is 18-inches above base flood elevation, so that would be if you were in a special flood hazard area, or 18-inches above the highest adjacent natural ground level. Ms. Clark stated that what is in our drainage design manual is currently 12-inches above the crown of street, and we would be proposing 18-inches above the highest adjacent natural ground level.

Mayor Wax asked for the definition of "adjacent ground level."

Ms. Clark said she asked the building official for that definition this morning and he said it really gives you the opportunity to look 360 degrees around the property and assess the drainage to see that you are definitely 18 inches above the fall of the land.

Mayor Wax said he understood that, but his issue is that basic flood elevation is defined by FEMA and anything above that or above the 100-year flood elevation is defined by them, so we don't have to go look at land that may be located in a swale or something like that; you have data that is provided by a federal agency that is irrefutable. Mayor Wax stated the 18-inches is not definitely

established unless you use some data, especially FEMA data that comes to us, that we don't create. Mayor Wax encouraged Ms. Clark to talk to Mr. Jackson about that; the County is using 18-inches above existing property; if it's in a ditch, then what? Mayor Wax declared that BFE (basic flood elevation) is given to us by FEMA and is a known value that is established by them. Mayor Wax expressed that if we go to 18 inches above BFE, then he does not have any issue.

Discussion was held among Council and Ms. Clark.

It was the consensus of Council to use the language of "18 inches above BFE."

City Manager Kevin Carruth asked that if the Council had any other ideas or questions, please email them to him.

**12. Hear and deliberate on a presentation concerning HB 910 and changes to concealed carry/open carry of firearms regulations effective January 1, 2016.**

Police Chief Tim Jayroe addressed the Council. Chief Jayroe stated the Texas Legislature adopted House Bill 910 earlier this year that modifies the current law relating to concealed handgun licenses. Chief Jayroe said beginning January 1, 2016, H.B. 910 will allow a person with a current concealed handgun license, or a person who obtains the new "license to carry a handgun," to carry a handgun in a concealed manner or openly in a belt or shoulder holster. Chief Jayroe added that the rules related to where and when a license holder may openly carry are essentially identical to where and when a concealed handgun license holder can carry under current law. Chief Jayroe expressed that a lot of what will occur will not be decided until case law happens. Chief Jayroe informed the Council that you can restrict concealed/open carry of firearms in certain places – places where a meeting is being conducted that is subject to the Open Meetings Act. Chief Jayroe said signs could not be put up in front of City Hall. Chief Jayroe added that the Police Department had paid for some signs, which have to be in both English and Spanish.

Discussion was held among Council and Chief Jayroe.

**13. Deliberate and act on a resolution authorizing publication of notice of intention to issue certificates of obligation to purchase land primarily for parks purposes.**

The City's financial advisor, Bob Henderson, addressed the Council. Mr. Henderson stated the proceeds from these certificates of obligation will be used for purchase of the 8.856 acres of land located near the intersection of Business Highway 35 North and East Maple Street. Mr. Henderson called the Council's attention to revisions that had been made to the proposed Resolution. Mr. Henderson said the amount has been changed to \$3,400,000.00.

Discussion was held among Council, Mr. Henderson and City Manager Kevin Carruth.

**MOTION:** Mayor Wax moved to adopt the revised proposed Resolution authorizing publication of notice of intention to issue certificates of obligation to purchase land at 1501 and 1505 Broadway primarily for parks purposes in an amount not to exceed an aggregate of \$3,400,000.00. Mayor Pro-Tem Rios seconded the motion. Motion carried unanimously.

**14. Deliberate and act on approval of Intergovernmental Cooperation Agreement with Aransas County and Town of Fulton for a Juvenile Case Manager.**

City Manager Kevin Carruth stated this agreement is the same as the Fiscal Year 2014-2105 agreement. Mr. Carruth recommended the agreement be revised to clarify and ease the lines of communication, with the following additions:

4. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party.

**CITY:** City Manager  
622 E. Market Street  
Rockport, TX 78382

**COUNTY:** County Judge  
301 N. Live Oak Street  
Rockport, TX 78382

It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other party.

5. Requests from one party to another party for information concerning the agreement and the Juvenile Case Manager project shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

Mayor Wax suggested the Agreement also be amended to provide for monthly payments instead of quarterly.

**MOTION:** Mayor Pro-Tem Rios moved to approve the Intergovernmental Cooperation Agreement with Aransas County and Town of Fulton for a Juvenile Case Manager, with the additions as recommended by City Manager Carruth, and the change to monthly payments as suggested by Mayor Wax. Council Member Villa seconded the motion. Motion carried unanimously.

**15. Deliberate and act on approval of Intergovernmental Cooperation Agreement with Aransas County for Restaurant Health Inspection Services.**

City Manager Kevin Carruth stated the proposed Agreement is the same in content as the 2014 Agreement, except that Commissioners Court removed the automatic renewal clause, specifically "This Agreement shall automatically renew each year unless either party herein provides written notice of termination to the other party 30 days in advance of the expiration of the Agreement therein effect." Mr. Carruth said to clarify and ease the line of communication, he recommended the following additions:

4. All notices, communications, and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party.

**CITY:** City Manager  
622 E. Market Street  
Rockport, TX 78382

**COUNTY:** County Judge  
301 N. Live Oak Street  
Rockport, TX 78382

It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other party.

5. Requests from one party to another party for information concerning the agreement and the Restaurant Health Inspection Services project shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

Mayor Wax stated that the recommended changes would be useful and recommended the automatic renewal clause be put back into the agreement.

**MOTION:** Council Member Day moved to approve the Intergovernmental Cooperation Agreement with Aransas County for Restaurant Health Inspection Services, with the additions as recommended by City Manager Carruth and the addition of the automatic renewal clause. Council Member Gurtner seconded the motion. Motion carried unanimously.

## **16. Reports from Council.**

At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas Pathways Steering Committee, Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Environmental Committee for Water Issues; Keep Rockport Beautiful Advisory Board; Parks & Leisure Services Advisory Board; Planning Zoning Commission; Rockport Heritage Board; Rockport-Fulton Chamber of Commerce; Aransas County Storm Water Management Advisory Committee; Swimming Pool Operations Advisory Committee; Tourism Development Council; Tree & Landscape Committee; YMCA Project Committee; Texas Maritime Museum; Fulton Mansion; Rockport Center for the Arts; Aransas County; Aransas County Independent School District; Aransas County Navigation District; Town of Fulton; and Texas Municipal League. No formal action can be taken on these items at this time.

Mayor Wax expressed compliments to Park & Leisure Services Director Tom Staley and his staff, Public Works staff and Police Department staff for a job well done for the Tropical Christmas event.

Mayor Wax asked if anyone had any comments in regard to the route change for the Christmas Parade.

City Attorney Terry Baiamonte suggested this be scheduled for discussion as an agenda item in the future.

City Manager Kevin Carruth stated it could be placed on the agenda for the workshop scheduled in January.

Mayor Wax informed everyone that Mayor Todd Pearson is in the hospital due to a light stroke.

Mayor Pro-Tem Rios reported that the YMCA Development Committee met for their second meeting on Monday night and received a presentation from Rob Wiggins of the Coastal Bend YMCA. Mayor Pro-Tem Rios stated the next YMCA Development Committee meeting is scheduled for December 21, 2015.

### **Executive Session**

**City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:**

- 17. Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: a) Aumada, b) Templeton, c) Pena/Dack, and d) Bay Education Center.**
- 18. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**
- 19. Section 551.072 Deliberation about Real Property: Acquisition of property for public purpose: a) 1501 and 1505 Broadway, b) Project Barn Owl, and c) Project Painted Bunting.**
- 20. Section 551.076 Deliberation Regarding Security Devices or Security Audits: Closed Meeting.**

At 7:55 p.m., Mayor Wax convened the Rockport City Council into an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.071910(A) Consultation with Attorney on pending or contemplated litigation: a) Aumada, b) Templeton, c) Pena/Dack, and d) Bay Education Center; Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter; Section 551.072 Deliberation about Real Property: Acquisition of property for public purpose: a) 1501 and 1505 Broadway, b) Project Barn Owl, and c) Project Painted Bunting; and Section 551.076 Deliberation Regarding Security Devices or Security Audits: Closed Meeting.

*Council Member Villa left the Executive Session at approximately 8:30 p.m.*

### **Open Session**

- 21. City Council will reconvene into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.**

At 8:52 p.m., Mayor Wax reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any necessary actions related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

No action was taken.

**22. Adjournment**

At 8:53 p.m., Council Member Day moved to adjourn. Motion was seconded by Mayor Pro-Tem Rios and carried unanimously.

**APPROVED:**

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Charles J. Wax, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting:**

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**AGENDA ITEM: 6**

Deliberate and act to approve Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance.

**SUBMITTED BY:** Police Chief Tim Jayroe

**APPROVED FOR AGENDA:**

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**BACKGROUND:** This is a renewal of an agreement defining responsibilities of the ACISD Police Department and the Rockport Police Department related to law enforcement incidents occurring within the jurisdiction of both agencies. In calendar year 2015, RPD responded to 27 initial calls for service under the terms of the agreement. These 27 calls are exclusive of those cases where ACISD has the initial response and the case is turned over to CID.

There are no changes from the 2015 agreement.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Staff recommends approval of the Memorandum of Understanding with Aransas County Independent School District for law enforcement mutual assistance, as presented.

The Aransas County Independent School District Police Department  
and  
The Rockport Police Department

MEMORANDUM OF UNDERSTANDING

In compliance with Texas Education Code, Section 37.081., the Aransas County Independent School District (ACISD) Police Department and the City of Rockport (Rockport) Police Department herein enter into this agreement.

The ACISD Police Department and the Rockport Police Department shall share concurrent jurisdiction with the city limits of Rockport, Texas, the same lying wholly within the geographical boundaries the Aransas County Independent School District as defined by the State of Texas. The ACISD Police Department will have the primary responsibility for law enforcement on all properties owned, leased or otherwise under the control of the ACISD. The Rockport Police Department shall have the primary responsibility for law enforcement in all other areas within the City of Rockport except for those areas in which the ACISD Police Department has the primary responsibility for law enforcement, as stated herein.

The ACISD Police Department shall perform only those duties and enforce such laws, within its jurisdiction, as may be determined by the ACISD Board of Trustees, to protect the safety and welfare of ACISD students and employees and to protect and preserve ACISD property, which may include enforcement of State and Federal laws, and municipal ordinances.

If requested and contingent upon available manpower, the Rockport Police Department will assist the ACISD Police Department. The Rockport Police Department will investigate and have primary control over all investigations relating to offenses reported to it by the ACISD Police Department, and the ACISD Police Department shall cooperate fully in such investigations.

Upon the ACISD's request for any involvement by the Rockport Police Department ("RPD"), and such requested action is undertaken, or upon any emergency or major criminal investigation initiated by the RPD, it shall be deemed by the parties that the Rockport Police Department shall thereafter be in command and control of any and all subsequent actions or investigations to be undertaken relating to the request, emergency or investigation, unless such command and control is subsequently relinquished back to the ACISD by the RPD.

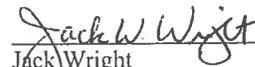
In those areas of the City of Rockport where the Rockport Police Department has the primary responsibility for law enforcement, if requested and contingent upon available manpower, the ACISD Police Department will assist the Rockport Police Department in all cases involving students, employees, or property of the District.

The ACISD Police Department and the Rockport Police Department will communicate and work together to ensure a safe environment for all citizens of the City of Rockport.

This agreement shall be for a term of one year, beginning January 1, 2016 and ending December 31, 2016. Upon expiration of the term specified in the MOU, this MOU shall continue on a month-to-month basis. This Agreement may be renewed for additional one-year terms upon the mutual agreement of the parties. Any such renewal or extension must be in writing and executed by authorized representatives of the ACISD and the Rockport Police Department.

ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT

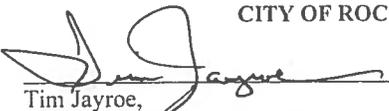
  
Samuel Zapata  
Chief of Police, ACISD

  
Jack Wright  
President, Board of Trustees

Date: 12/18/2015

Date: 12-17-15

CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS

  
Tim Jayroe,  
Chief of Police, City of Rockport

\_\_\_\_\_  
C. J. Wax,  
Mayor, City of Rockport

Date: Dec. 29, 2015

Date: \_\_\_\_\_

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 7**

Deliberate and act on 1<sup>st</sup> quarter report from the Texas Maritime Museum for Fiscal Year 2015-2016 marketing expenditures.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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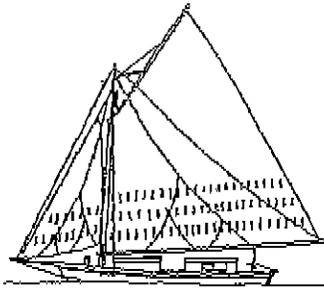
**BACKGROUND:** The Texas Maritime Museum has been allocated \$80,000.00 in FY 2015-2016 Hotel Occupancy Tax (HOT) funds. According to our agreement with the Museum, fiscal quarterly financial reports are required to be submitted to the City Council for approval. See the accompanying 1<sup>st</sup> quarter HOT expenditure report for additional information.

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**FISCAL ANALYSIS:** Charged to account 6602002. The budgeted amount is \$80,000.00 and YTD expenses are \$12,653.00.

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**STAFF RECOMMENDATION:** Staff recommends Council approve the Texas Maritime Museum's FY 2015-2016 Hotel Occupancy Tax funds 1<sup>st</sup> quarter expenditures, as presented.



# TEXAS MARITIME MUSEUM

1202 Navigation Circle • Rockport, Texas 78382 • (361) 729-1271 • Fax (361) 729-9938 • E-Mail: tmm@pelicancoast.net

TO: Jeresa Valdez

FAX NUMBER: 361-790-5966

NUMBER OF PAGES INCLUDING COVER SHEET: 2

RE: 1st. quarter 2015-2016

FROM: Kathy Roberts-Daughan DATE: 1/4/2016

NOTES: Thank you!

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "B"**

<b>HOT FUNDING EXPENSE REPORT FY 2015-2016</b>						
<b>Description of Expense</b>	<b>Approved Budget</b>	<b>1st Quarter Expenses</b>	<b>2nd Quarter Expenses</b>	<b>3rd Quarter Expenses</b>	<b>4th Quarter Expenses</b>	<b>TOTAL</b>
Advertising Expenses	\$ 26,000	\$ 996				\$ 996
Curatorial Expenses	7,000	1,526				\$ 1,526
Educational Expenses	7,000	197				\$ 197
Website Maintenance	6,000	1,500				\$ 1,500
Office Supply Expenses	6,000	1,434				\$ 1,434
<b>TOTAL REQUESTED</b>	\$ 52,000	\$ 5,653	\$ -	\$ -	\$ -	\$ 5,653

<b>Description of Administrative Expenses</b>	<b>Current Fiscal Year Administrative Expenses Projection</b>	<b>Fiscal Year Administrative Actual Expenses</b>	<b>Percentage of Fiscal Year Projections</b>
Salary Expenses	\$ 28,000	\$ 7,000	25%
<b>TOTALS</b>	\$ 28,000	\$ 7,000	25%

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 8**

Deliberate and act on report from Rockport-Fulton Chamber of Commerce Seafair Committee for marketing expenditures made for 2015 Seafair.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** At the Special City Council Workshop held on June 2, 2015, Sandy Jumper, Director of Tourism and Events presented the Seafair Committee's Fiscal Year 2015-2016 budget request to the City Council. Budget deliberations were held through the summer to finalize the City's Fiscal Year 2015-2016 Budget, with formal adoption at the September 15, 2015, City Council Meeting. Upon approval of the Fiscal Year 2015-2016 Budget, the City Council awarded the Seafair Committee \$1,500.00 in funding.

Attached is documentation submitted by the Chamber for payment. An audio clip of the radio commercial for Seafair has been placed in Council's Dropbox.

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**FISCAL ANALYSIS:** Charged to account 6602047. The budgeted amount is \$1,500.00 and YTD expenses are \$0.00.

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**STAFF RECOMMENDATION:** Staff recommends approval of the report from Seafair Committee for marketing expenditures made for 2015 Seafair and authorize disbursement of funds in the amount of \$1,500.00 from the Hotel Occupancy Tax Fund for the event pursuant to the contract Agreement.

<b>HOT FUNDING EXPENSE REPORT FY 2015-2016</b>		
Description of Expense	Approved Budget	Amount of Expense
KAJA/KRPT Radio 160 :30 spots	1,500.00	2,303.50
<b>TOTAL REIMBURSEMENT REQUEST</b>	<b>1,500.00</b>	<b>1,500.00</b>

\*City of Rockport is contributing towards the San Antonio advertising of \$2,303.50

**iHeartMedia San Antonio**  
**WOAI-AM, KAJA-FM, KQXT-FM, KXXM-FM,**  
**KZEP-FM, KTKR-AM, & KRPT-FM**

**Invoice No: 1004323888**

**iHeartMedia**  
**Remit To:**  
**P.O. Box 847327**  
**Dallas, TX 75284-7327**  
**Phone: (210) 736-9700**

OLVEY MEDIA CONSULTING  
Attn: Yvonne Olvey  
711 N Carancahua St Ste 911  
Corpus Christi, TX 78401

Advertiser No.: 22700

Rockport Seafair

Order: 1104312676

Co-op: No

Invoice Date: 10/11/2015

Payment Due: 11/10/2015

AE: Spain, Brittany

Billing Type: Broadcast

Note 1: KAJA/KRPT

CPE

**Invoice Summary:**

No. of Spots/Misc: 160/0  
Gross Spot Billing: \$2,710.00  
Agency Commission: \$406.50  
Net Spot Billing: \$2,303.50

This invoice is in accordance with the official log and the announcements/programs indicated below were aired on the dates and the times shown. Per your advertising agreement, the actual times may have run within 10 minutes of the scheduled time.

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio

Station: KAJA-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
6	WThF	6	Local Agency-Sales	Commercial B	10:00:00-15:00:00				\$125.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	11:43 AM	30		\$125.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	01:57 PM	30		\$125.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	12:12 PM	30		\$125.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	12:30 PM	30		\$125.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	10:43 AM	30		\$125.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	01:42 PM	30		\$125.00
7	WThF	5	Local Agency-Sales	Commercial B	15:00:00-19:00:00				\$150.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	03:12 PM	30		\$150.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	03:48 PM	30		\$150.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	05:43 PM	30		\$150.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	05:57 PM	30		\$150.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	08:24 PM	30		\$150.00
8	SSn	10	Local Agency-Sales	Commercial B	10:00:00-17:00:00				\$70.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	10:47 AM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	11:13 AM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	01:43 PM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	02:42 PM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	04:44 PM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	10:40 AM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	11:39 AM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	01:11 PM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	02:42 PM	30		\$70.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	03:09 PM	30		\$70.00
11	WThFSSn	6	Local Agency-Sales	Commercial B	05:00:00-23:59:59				\$0.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	08:13 PM	30		\$0.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	10:43 PM	30		\$0.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	09:20 PM	30		\$0.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/03/15	06:42 PM	30		\$0.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/04/15	09:40 PM	30		\$0.00
12	ThFSSn	10	Local Agency-Sales	Commercial B	00:00:00-23:59:59				\$0.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio		Station: KAJA-FM							
Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
					10/01/15	04:48 AM	30		\$0.00
					10/01/15	09:50 PM	30		\$0.00
					10/01/15	10:45 PM	30		\$0.00
					10/02/15	12:18 AM	30		\$0.00
					10/02/15	09:47 PM	30		\$0.00
					10/02/15	11:47 PM	30		\$0.00
					10/03/15	07:44 AM	30		\$0.00
					10/03/15	09:14 PM	30		\$0.00
					10/04/15	10:15 AM	30		\$0.00
					10/04/15	09:11 PM	30		\$0.00
13	MTWThF	10	Local Agency-Sales	Commercial B	00:00:00-23:59:59				\$0.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
					10/05/15	02:48 AM	30		\$0.00
					10/05/15	02:16 PM	30		\$0.00
					10/06/15	01:18 AM	30		\$0.00
					10/06/15	05:44 AM	30		\$0.00
					10/07/15	12:18 AM	30		\$0.00
					10/07/15	12:48 AM	30		\$0.00
					10/08/15	12:48 AM	30		\$0.00
					10/08/15	10:46 PM	30		\$0.00
					10/09/15	01:47 AM	30		\$0.00
					10/09/15	03:46 AM	30		\$0.00
Totals for Station:		KAJA-FM		No. of Spots/Misc: 46/0	Gross Amt:				\$2,200.00

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio

Station: KRPT-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
1	MTWThF	20	Local Agency-Sales	Commercial B	06:00:00-10:00:00				\$5.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	06:43 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	07:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	08:46 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	09:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	06:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	07:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	08:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	09:46 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	06:13 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	07:13 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	08:11 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	09:11 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	06:11 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	07:09 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	08:14 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	09:10 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	06:30 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	07:28 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	08:31 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	09:46 AM	30		\$5.00
2	MTWThF	20	Local Agency-Sales	Commercial B	10:00:00-15:00:00				\$5.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	10:48 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	12:13 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	01:12 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	02:11 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	02:44 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	12:14 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	01:42 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	02:42 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	10:12 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	11:49 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	12:47 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	01:12 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	10:43 AM	30		\$5.00

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio Station: KRPT-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To	Rate			
					10/01/15 11:49 AM 30	\$5.00			
					10/01/15 12:10 PM 30	\$5.00			
					10/01/15 02:44 PM 30	\$5.00			
					10/02/15 10:49 AM 30	\$5.00			
					10/02/15 11:10 AM 30	\$5.00			
					10/02/15 01:13 PM 30	\$5.00			
					10/02/15 02:42 PM 30	\$5.00			
3	MTWThF	20	Local Agency-Sales	Commercial B	15:00:00-19:00:00	\$5.00			
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
					09/28/15	03:47 PM	30		\$5.00
					09/28/15	04:14 PM	30		\$5.00
					09/28/15	04:51 PM	30		\$5.00
					09/28/15	05:46 PM	30		\$5.00
					09/28/15	06:50 PM	30		\$5.00
					09/29/15	03:12 PM	30		\$5.00
					09/29/15	04:13 PM	30		\$5.00
					09/29/15	05:13 PM	30		\$5.00
					09/30/15	03:11 PM	30		\$5.00
					09/30/15	04:12 PM	30		\$5.00
					09/30/15	05:10 PM	30		\$5.00
					09/30/15	06:13 PM	30		\$5.00
					10/01/15	03:13 PM	30		\$5.00
					10/01/15	04:12 PM	30		\$5.00
					10/01/15	05:14 PM	30		\$5.00
					10/01/15	06:13 PM	30		\$5.00
					10/02/15	03:46 PM	30		\$5.00
					10/02/15	04:45 PM	30		\$5.00
					10/02/15	05:42 PM	30		\$5.00
					10/02/15	06:49 PM	30		\$5.00
4	MTW	6	Local Agency-Sales	Commercial B	06:00:00-10:00:00	\$5.00			
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
					10/05/15	07:14 AM	30		\$5.00
					10/05/15	09:12 AM	30		\$5.00
					10/06/15	08:46 AM	30		\$5.00
					10/06/15	07:47 AM	30		\$5.00
					10/06/15	09:47 AM	30		\$5.00
					10/07/15	08:33 AM	30		\$5.00

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio		Station: KRPT-FM							
Order Line	Days	By Week	Revenue Type	Ordered	Bind To			Rate	
5	MTW	6	Local Agency-Sales	Commercial B	10:00:00-15:00:00			\$5.00	
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/05/15	11:12 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/05/15	11:44 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/05/15	01:11 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/06/15	12:11 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/07/15	10:42 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/07/15	01:12 PM	30		\$5.00
Totals for Station:		KRPT-FM	No. of Spots/Misc: 72/0		Gross Amt:		\$360.00		

Market: San Antonio		Station: RAJA-FM							
Order Line	Days	By Week	Revenue Type	Ordered	Bind To			Rate	
9	MTWThF	22	Local Agency-Streaming	Commercial B	06:00:00-19:00:00			\$5.00	
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	07:13 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	09:45 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	12:12 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	02:13 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/28/15	05:33 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	07:45 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	10:10 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	12:11 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	03:42 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/29/15	06:22 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	06:43 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	08:32 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	11:41 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				09/30/15	02:13 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	09:45 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	12:27 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	03:44 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/01/15	06:51 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	06:27 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	09:43 AM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	12:13 PM	30		\$5.00
	ROCKPORT COC/41ST ANNUAL SEFAIR				10/02/15	04:09 PM	30		\$5.00
Totals for Station:		RAJA-FM	No. of Spots/Misc: 22/0		Gross Amt:		\$110.00		

Invoice: 1004323888

Advertiser: Rockport Seafair

Market: San Antonio

Station: RRPT-FM

Order Line	Days	By Week	Revenue Type	Ordered	Bind To				Rate
10	MTWThF	20	Local Agency-Streaming	Commercial B	06:00:00-19:00:00				\$2.00
	<u>ISCI / SPOT TITLE</u>				<u>DATE</u>	<u>TIME</u>	<u>LEN</u>	<u>MG</u>	<u>RATE</u>
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/28/15	07:43 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/28/15	10:10 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/28/15	02:10 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/28/15	05:44 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/29/15	08:29 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/29/15	11:42 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/29/15	02:08 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/29/15	06:11 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/30/15	09:10 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/30/15	12:46 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/30/15	03:44 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				09/30/15	06:12 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/01/15	06:43 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/01/15	09:11 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/01/15	01:09 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/01/15	04:47 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/02/15	07:26 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/02/15	10:48 AM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/02/15	01:12 PM	30		\$2.00
	ROCKPORT COC/41ST ANNUAL SEAFAIR				10/02/15	05:09 PM	30		\$2.00
Totals for Station: RRPT-FM					No. of Spots/Misc: 20/0		Gross Amt:		\$40.00
Totals for Market: San Antonio					No. of Spots/Misc: 160/0		Gross Amt:		\$2,710.00
<b>Totals for Invoice:</b>					<b>No. of Spots/Misc: 160/0</b>		<b>Gross Amt:</b>		<b>\$2,710.00</b>

## **2015 Seafair Recap for Debriefing**

40 Market Vendors 1/3 of which came in from out of town

51 Arts & Crafts Vendors and more than 1/2 were from out of town.

12 Food Vendors

3 boat dealers

31 Sponsors all seemed pleased and favorable to returning next year.

There were over 50 entries in the Just Desserts & Salsa Contests.

Cardboard Boat Race had 5 entrants. US Coast Guard made sure of safety.

Opening Ceremonies went off as good as can be expected when the flyby and the Patriot Guard cancel on you the day before.

Gumbo Contest had 12 entrants.

Car Show looked good on Sunday.

The SUP Race had good interest.

First Aid did an excellent job. No complaints of needing water.

Battle of the Bands had 8 competing bands.

Chili Cookoff had 19 contestants.

Wakeboard Competition had 7 contestants.

14 entertainment acts where only three were local. VIP area can be converted to Back Stage Pass.

Beverages and Ice seemed to run smooth.

Children's area's clown was good. Activities seemed fun.

Largest parade ever.

There were over 200 volunteers working at the gates, ticket booths and contests.

Non-profit groups received contributions for work performed such as the RFHS Project Graduation and the RFHS Choir.

Texas Country Showdown had 5 contestants with all of them from out of town.

Over 75 cities were represented on our survey sheets.

People came from smaller cities such as Seguin, New Braunfels, LaVernia, Kennedy, Karnes City, Beeville, Victoria, Cuero, Refugio, Port Lavaca, Corpus Christi, Alice, Kingsville, Goliad, Three Rivers, George West, Temple, Tyler. San Antonio and the surrounding area is well represented in the crowd. We have reports of more and more people from the Dallas, Fort-Worth, Austin and Valley areas.

There were approximately 16,000 in attendance this year for the three-day period - a 7 percent increase over last year.

We estimate 1/3 of the attendance to be from out of town and who stayed in our hotel rooms.

Carnival did well adding the Thursday night.

Storage Items and Inventory needs attention. Need to plan a work day.

18 Security Guards worked just over 150 hours.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 9**

Deliberate and act on 1<sup>st</sup> quarter report from the Rockport-Fulton Chamber of Commerce Fiscal Year 2015-2016 marketing expenditures.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

---

**BACKGROUND:** The Rockport-Fulton Chamber of Commerce has been allocated \$320,000.00 in FY 2015-16 Hotel Occupancy Tax (HOT) funds. According to our agreement with the Chamber, HOT funds are paid in advance and a report of the previous quarter's expenditures is required. See the accompanying 1<sup>st</sup> quarter HOT expenditure report for additional information.

---

**FISCAL ANALYSIS:** Charged to account 6602001. YTD expenses are \$84,601.45 out of \$320,000.00 budgeted.

---

**STAFF RECOMMENDATION:** Staff recommends approval of the Rockport-Fulton Chamber of Commerce FY 2015-2016 Hotel Occupancy Tax funds 1<sup>st</sup> quarter expenditures and authorization to disburse 2<sup>nd</sup> Quarter funds in the amount of \$80,000.00, as presented.

Rockport-Fulton Area Chamber of Commerce, Inc.  
Hotel Tax Account  
October 1, 2015 through  
September 30, 2016

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT 2015 - 2016						
Description of Expense	Approved Budget	1st Quarter Expenses	2nd Quarter Expenses	3rd Quarter Expenses	4th Quarter Expenses	Total
Accounting Fees	1,050.00	-	-	-	-	-
Administrative services reimbursement	54,000.00	9,000.00	-	-	-	9,000.00
Advertising and promotion	243,050.00	69,970.01	-	-	-	69,970.01
Bank & Card Fees	250.00	74.02	-	-	-	74.02
Conference Fees	1,910.00	-	-	-	-	-
Contract Services	-	-	-	-	-	-
Dues and Subscriptions	450.00	200.00	-	-	-	200.00
Event funding assistance	1,100.00	-	-	-	-	-
Food, beverages and meals	1,830.00	40.00	-	-	-	40.00
Maintenance and repairs	1,410.00	140.00	-	-	-	140.00
Mileage and travel	675.00	151.50	-	-	-	151.50
Postage and freight	1,880.00	1,414.71	-	-	-	1,414.71
Printing and publication	8,335.00	-	-	-	-	-
Prizes, gifts and awards	325.00	-	-	-	-	-
Rentals and fees	75.00	-	-	-	-	-
Supplies	700.00	47.87	-	-	-	47.87
Telephone	1,650.00	573.07	-	-	-	573.07
Telephone Internet Service	110.00	65.27	-	-	-	65.27
Web site maintenance	1,200.00	2,925.00	-	-	-	2,925.00
<b>TOTAL REQUESTED</b>	<b>320,000.00</b>	<b>84,601.45</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>84,601.45</b>

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Administrative services reimbursement	54,000.00	9,000.00	16.67%
<b>Totals</b>	<b>54,000.00</b>	<b>9,000.00</b>	<b>16.67%</b>

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 10**

Deliberate and act to accept a donation from the Rockport Lions Club for the purchase of a bicycle rack for placement at the Tule Hike & Bike Trail parking lot.

**SUBMITTED BY:** Parks & Leisure Services Director Tom Staley

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The Rockport Lions Club requests the acceptance of a donation in the amount of \$569.14 for the purchase of a bicycle rack similar to the one pictured below.



The rack will have a capacity for six bikes and will be cedar in color to match the bench the Lions Club donated in November 2013. The bench and bike rack are located at the Tule Hike & Bike Trail parking lot.

---

**FISCAL ANALYSIS:** The cost to the city is staff time to install the bench and then follow-on maintenance as needed.

---

**RECOMMENDATION:** The City Council approves the donation of \$569.14 by the Rockport Lions Club for the donation of a bicycle rack for placement at the Tule Hike & Bike Trail parking lot.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 11**

Deliberate and act to accept a donation from Laurie Clark for the purchase of a memorial park bench for placement at the Memorial Park dog park.

**SUBMITTED BY:** Parks & Leisure Services Director Tom Staley

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Ms. Laurie Clark requests the acceptance of a donation in the amount of \$1,396.00 for the purchase of a memorial park bench for placement at the Memorial Park dog park, similar to the bench pictured below. The engraving on the bench will read, "In loving memory of Tommie Giamb Bernardi and his four legged best friend Jake". Mr. Giamb Bernardi was her father and he and Jake were daily patrons of the dog park.



This will be the third similar bench in the large dog section of the dog park.

---

**FISCAL ANALYSIS:** The cost to the City is staff time to install the bench and then follow-on maintenance as needed.

---

**RECOMMENDATION:** The City Council approves the donation of \$1,396.00 from Laurie Clark for the purchase of a memorial park bench for placement at the Memorial Park dog park, as presented.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 12**

Deliberate and act to appoint member to the Rockport Heritage District Board.

**SUBMITTED BY:** Mayor Charles J. Wax

**APPROVED FOR AGENDA:** PKC

**BACKGROUND:** There is one vacancy on the Rockport Heritage District Board. As provided in Sec. 70-41 of the City of Rockport Code of Ordinances, the City Council is to appoint members to the Board.

**Sec. 70-41. Composition; appointments.**

(b) All appointments to the park and leisure services advisory board shall be made by the city council. Such appointments will be made from a pool of individuals to represent each of the four city wards and three representatives appointed by the mayor who have made application to serve on the park and leisure services advisory board. The park and leisure services advisory board may offer recommendations to the city council regarding appointments to the board.

An applications to serve on the Rockport Heritage District Board has been received from Anita Diebel and accompanies this briefing sheet. The current membership of the Board is listed in the table below.

**Rockport Heritage District Board**

Place	Member	End of Term	Ward	Comments
1	Alan "Lee" Copeland	June 1, 2016	3	Development or Construction Industry Rep.
2	Jim Godfrey	June 1, 2018	1	Heritage District Business Owner Rep.
3	Anita Diebel	June 1, 2017	1	Heritage District Rep.
4	Loretta J. Schindler	June 1, 2016	4	Rockport Community Rep.
5	Janie C. White	June 1, 2018	1	Historic Preservation Rep.

Council Liaison: Rusty Day

Staff Liaison: Mike Donoho

**FISCAL ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Staff recommends appointment of Anita Diebel to the Rockport Heritage District Board, as presented.

**CITY OF ROCKPORT**

622 E. Market St.  
 Rockport, TX 78382  
 361-729-2213

**APPLICATION FOR  
 BOARD OR COMMISSION APPOINTMENT**

Check area of Interest:

- |                                     |  |                          |   |
|-------------------------------------|--|--------------------------|---|
| <input type="checkbox"/>            | Keep Rockport Beautiful Advisory Board | <input type="checkbox"/> | Park and Leisure Services<br>Advisory Board |
| <input type="checkbox"/>            | Planning and Zoning Commission         | <input type="checkbox"/> | Environmental Committee<br>for Water Issues |
| <input type="checkbox"/>            | Tree & Landscaping Committee           | <input type="checkbox"/> | Other _____<br>(please add)                 |
| <input checked="" type="checkbox"/> | Rockport Heritage District Board       |                          |   |

Name: **ANITA DIEBEL** Age (Optional): **75**

Home Address: **1003 S. AUSTIN STREET, ROCKPORT, TX 78382**

Home Phone: **790 7258** Cell Phone: **557 1278** Work Phone: **790 8331**

Business Address: **WIND WAY GALLERY, 203 S. AUSTIN, ROCKPORT, TX**

E-mail Address: **anitadiebel.new@gmail.com**

Resident of City for **20years** Voter Registration No. \_\_\_\_\_

Occupation: **PROFESSIONAL ARTIST**

Education: **1 YEAR SAN ANTONIO COLLEGE, 3 YRS WARREN HUNTER SCHOOL OF ART, INDEPENDENT ART STUDY CONTINUES**

Special Knowledge or Experience Applicable to City Board or Commission Function:

- |                          |                         |                                     |                                     |
|--------------------------|-------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> | Banking/Finance         | <input checked="" type="checkbox"/> | Business Development                |
| <input type="checkbox"/> | Building/Construction   | <input checked="" type="checkbox"/> | Promotion/Marketing                 |
| <input type="checkbox"/> | Real Estate/Development | <input type="checkbox"/>            | Manufacturing/Industrial Operations |
| <input type="checkbox"/> | Industrial Training     | <input type="checkbox"/>            | Law/Contract Administration         |

**SEE ATTACHEMENT**

I have attended one or more meetings of the board or commission for which I have applied:

**Yes**  **No**

Date: **12/20/2015** Signature: *Anita Diebel*

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED

Email to: [citysec@cityofrockport.com](mailto:citysec@cityofrockport.com)

**ANITA DIEBEL**  
**application**  
**1003 S. AUSTIN ST**  
**ROCKPORT, TX**

**Addendum to Heritage District Board**

**I have been involved with the arts and downtown Rockport since the late seventies, through Rockport Center for the Arts and Estelle Stair Gallery.**

**I Opened Wind Way Gallery in downtown Rockport in 1997**  
**Member of the Downtown Merchants Assoc. and Rockport Downtown Heritage District Assoc.**

**Mayor Todd Pearson's 20 20 Committee for Downtown Rockport**  
**Art Director, Rockport Center for the Arts, 1998 - 2002**  
**Board of Directors, Rockport Center for the Arts three years**  
**Exhibition Committee, Rockport Center for the Arts 2003 to present**  
**Rockport Clay Expo committee**  
**Rockport Center for the Arts Historical Committee, current**

**Community Project involvement**

**Aransas County Independent School District**  
**Aransas County Navigation District**  
**Council on Aging**  
**Rockport Film Festival**  
**Fulton Mansion**  
**Rockport/Fulton Chamber of Commerce**  
**Rockport Art Festival**

**Thank you for your consideration of this application.**

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM:** 14

Conduct and deliberate a Joint Public Hearing with the Planning & Zoning Commission to consider a request for a zoning change from R-1 (Single Family Dwelling District) to B-1 (General Business District) on property located at 104 Woodland Drive; also known as Rockport Country Club Estates, Unit 2, .678 acres out of 1.51 acres at the northwest corner of FM 2165 & entry road, Rockport, Aransas County, Texas. Purpose of the request is for construction of two storage units for personal property, RV, home office, and shop space.

**SUBMITTED BY:** Public Works Director Michael S. Donoho, Jr.

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Mr. Paul M. Strunk is seeking approval for a zoning change at property located at 104 Woodland Drive in order to construct two storage units for personal property, RV, home office, and shop space. Please see the accompanying rezoning application, aerial and zoning maps, and zoning district regulations for additional information.

A Joint Public Hearing was scheduled for the December 8, 2015, City Council meeting but due to a lack of quorum of the Planning & Zoning Commission the Joint Public Hearing was rescheduled to January 12, 2016. The Public Notice was republished in the December 19, 2015, Saturday edition of *The Rockport Pilot*.

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**FISCAL ANALYSIS:** N/A

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**STAFF RECOMMENDATION:** Not an action item, public hearing only.



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**JOINT PUBLIC HEARING  
Rockport City Council  
and  
Planning & Zoning Commission**

**NOTICE** is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, January 12, 2016, at 6:30 p.m., at Rockport City Hall, 622 E. Market St., Rockport, Texas, to consider a request for rezoning property located at 104 Woodland Drive; also known as .678 acre out of 1.51 acres at the northwest corner of FM 2165 & entry road, Rockport Country Club Estates, Unit 2, Rockport, Aransas County, Texas, from R-1 (1<sup>st</sup> Single Family Dwelling District) to B-1 (General Business District). The reason for the request is to allow construction of two storage units for personal property, RV, home office, and shop space.

The City encourages citizens to participate and make their views known at this Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213 ext. 225 or fax (361) 790-5966 or e-mail [citysec@cityofrockport.com](mailto:citysec@cityofrockport.com) for further information. Braille is not available.

**POSTED** the 16th day of December, 2015, by 5:00 p.m., on the bulletin board at Rockport City Hall, 622 E. Market Street Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com). **PUBLISHED** in *The Rockport Pilot* in the Saturday, December 19, 2015, Edition, in accordance with the Rockport Zoning Ordinance.

**CITY OF ROCKPORT, TEXAS**

  
Diana R. Leonard, Administrative Assistant



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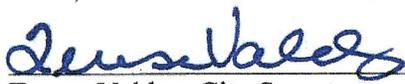
**JOINT PUBLIC HEARING**  
**Rockport City Council**  
**and**  
**Planning & Zoning Commission**

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**POSTED** the 16th day of November, 2015, by 5:00 p.m., on the bulletin board at Rockport City Hall, 622 E. Market Street Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com). **PUBLISHED** in *The Rockport Pilot* in the Saturday, November 21, 2015, Edition, in accordance with the Rockport Zoning Ordinance.

**CITY OF ROCKPORT, TEXAS**

  
Teresa Valdez, City Secretary



RECEIVED  
NOV 02 2015  
BY: MB

**CITY OF ROCKPORT  
ZONING AND LAND DEVELOPMENT APPLICATION**

INSTRUCTION: Please fill out completely. If more space is needed, attach additional pages. Please print or use typewriter.

A. REQUESTING: Rezoning  Conditional Permit

Planned Unit Development (P.U.D.) by Conditional Permit

B. ADDRESS AND LOCATION OF PROPERTY \_\_\_\_\_

Corner of Pearl St. / F. M. 2165 and Woodland Drive

C. CURRENT ZONING OF PROPERTY: R-1

D. PRESENT USE OF PROPERTY: Vacant

E. ZONING DISTRICT REQUESTED: B-1

F. CONDITIONAL USE REQUESTED: \_\_\_\_\_

G. LEGAL DESCRIPTION: (Fill in the one that applies)

• Lot or Tract \_\_\_\_\_ Block \_\_\_\_\_

• Tract Survey Attached of the \_\_\_\_\_  
Survey as per metes and bounds (field notes attached)

• If other, attach copy of survey or legal description from the Records of  
Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) \_\_\_\_\_

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 0.678 Acres

J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:  
(Please be specific)

The owner wants to build two storage units for personal property, RV,  
home office, and shop space

K. OWNER'S NAME: (Please print) Paul M. Strunk  
 ADDRESS: 318 Olympic Dr.  
 CITY, STATE, ZIP CODE: Rockport, Texas 78382  
 PHONE NO 361 7298991 or 361 8884496

L. REPRESENTATIVE: (If Other Than Owner) Clayton W. Black  
 ADDRESS: P.O Box 1374  
 CITY, STATE, ZIP CODE: Rockport, TX 78381  
 PHONE NO 361-463-9458

**NOTE:** Do you have property owner's permission for this request?  
 YES  NO

M. FILING FEE:

REZONING	\$150.00 + \$10.00 PER ACRE
PLANNED UNIT DEVELOPMENT	\$200.00 + \$10.00 PER ACRE
P.U.D. REVISION	\$200.00 + \$10.00 PER ACRE
CONDITIONAL PERMIT	\$150.00 + \$10.00 PER ACRE

**(Make check payable to the City of Rockport)**

- Submit application and filing fee to the Department of Building & Development, City of Rockport; 2751 S.H. 35 Bypass, Rockport, Texas 78382.

Signed: Paul M Strunk  
 (Owner or Representative)

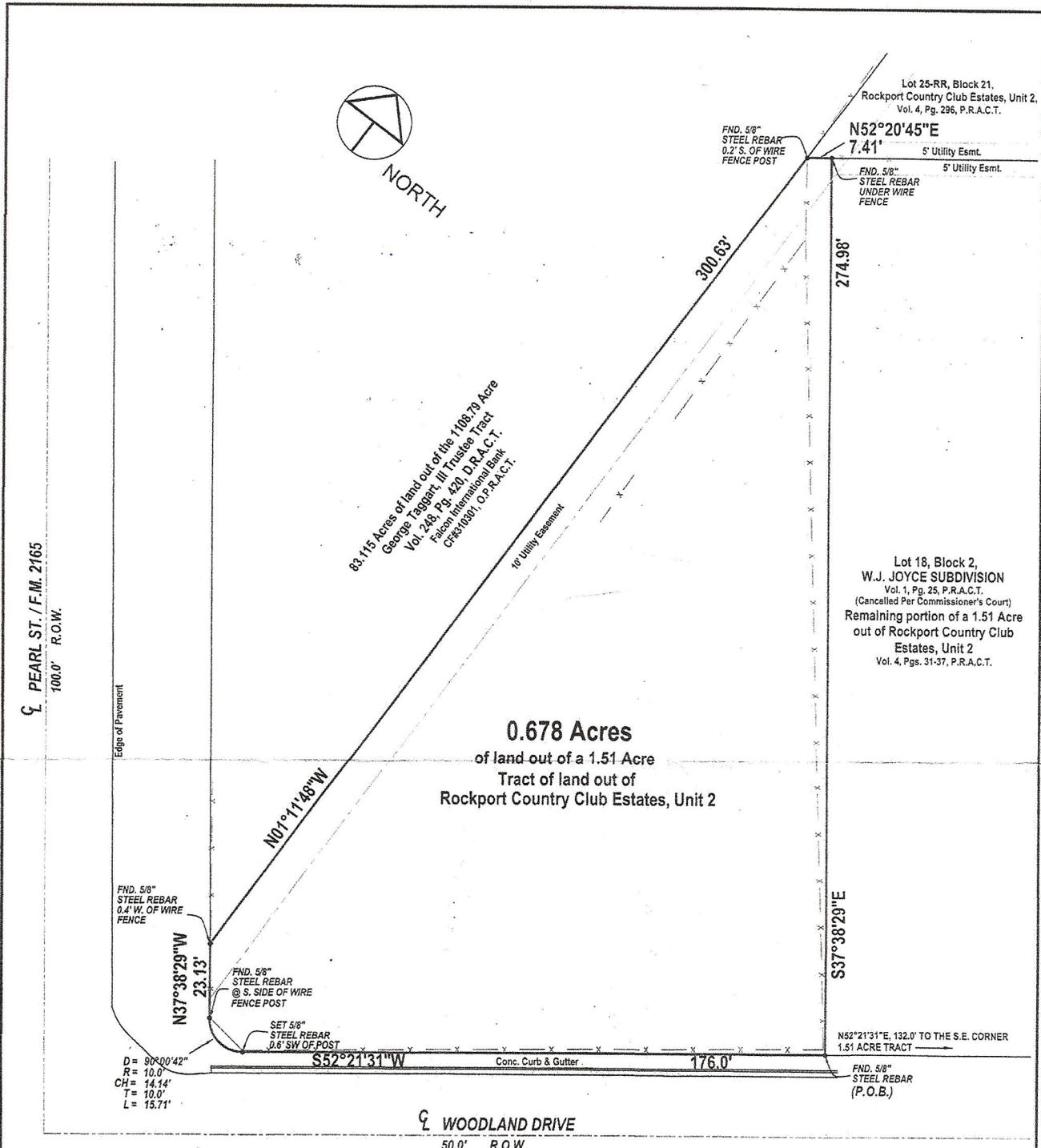
**(FOR CITY USE)**

Received by: MB Date: 11-2-15 Fees Paid: \$ 150.-

Submitted Information (  accepted ) (  rejected ) by: \_\_\_\_\_

If rejected, reasons why: \_\_\_\_\_

Receipt No. 025354



THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD HAZARD MAP DATED 3-4-85, AND FOUND THAT THE PROPERTY DESCRIBED HEREIN IS (OR) IS NOT X LOCATED IN A "SPECIAL FLOOD HAZARD AREA" ZONE C BASE ELEVATION N/A PANEL NO. 00010, COMMUNITY NO. 485504. THIS INFORMATION IS BASED ON SCALING THE LOCATION OF THIS SURVEY ON THE ABOVE REFERENCED MAP AND IS INTENDED TO BE USED TO DETERMINE INSURANCE RATES ONLY, AND NOT TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

PLAT BEARING USED FOR DIRECTIONAL CONTROL UNLESS OTHERWISE SHOWN.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP OF TITLE EVIDENCE. SURVEYOR DID NOT REVIEW EXCEPTIONS IN SCHEDULE "B" OF THE TITLE COMMITMENT TO DETERMINE WHETHER THEY DO OR DO NOT AFFECT SUBJECT PROPERTY.

**COPYRIGHT NOTICE**

ANY COPY OF THIS DRAWING MUST BEAR THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK OR THE DRAWING IS AN UNAUTHORIZED REPRODUCTION WHICH MAY HAVE BEEN ALTERED OR CHANGED WITHOUT THE SURVEYOR'S KNOWLEDGE.

THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17, UNITED STATES CODE SECTIONS 101 AND 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

**0.678 ACRES OF LAND  
OUT OF A 1.51 ACRE TRACT, OUT OF  
ROCKPORT COUNTRY CLUB ESTATES, UNIT 2**

CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS.

ACCORDING TO THE PLAT RECORDED IN  
VOLUME 4, PAGES 31-37,  
PLAT RECORDS OF ARANSAS COUNTY, TEXAS.

I, J.L. BRUNDRETT, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY SHOWS A SURVEY ON THE GROUND OF THE FOREGOING PROPERTY AND THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROVISIONS (EXCEPT AS SHOWN HEREON).

J.L. BRUNDRETT, JR., R.P.L.S. REG. NO. 2133  
TSP/LP FIRM NO. 10004880

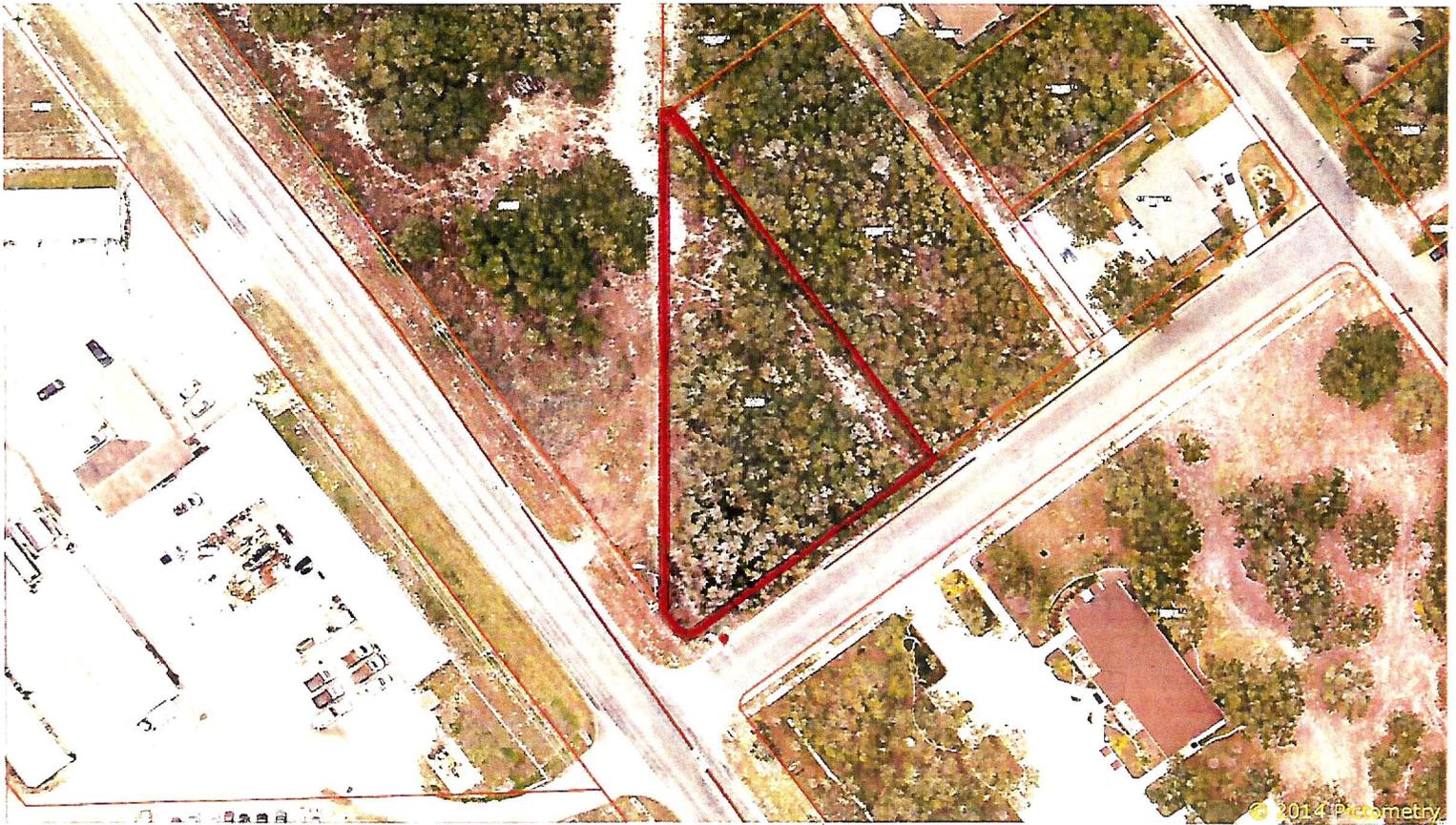


**Griffith & Brundrett**  
Surveying & Engineering, Inc.  
411 S. Pearl St., P.O. Box 2322  
Rockport, Texas 79331  
361-729-6479  
361-729-7933  
jerryb@gsurveyor.com  
www.gsurveyor.com

DATE: JULY 16, 2015  
SCALE: 1" = 30'  
FILE NAME: 150716BB1  
REVISED  
DATE:

PREPARED FOR:  
**PAUL STRUNK**  
TITLE CO.:  
**STEWART TITLE CO. - ROCKPORT**

"SEE ACCOMPANYING FIELD NOTES DESCRIPTION"



# 104 WOODLAND DR

**Print Date:** 11/24/2015  
**Image Date:** 03/03/2014  
**Level:** Neighborhood

October 30, 2015

To Whom It May Concern:

Please be advised that I authorize Clayton Black to be my representative on the zoning matter change.

*Paul Strunk*

Paul Strunk

PAUL STRUNK  
802 N CARANCAHUA #1250  
CORUS CHRISTI TX 78401-0019

DAVID L CROWELL FAMILY  
ESTATE AND TRUSTS  
23 SAN JACINTO DR  
GALVESTON TX 77550-5713

ARANSAS COUNTY  
301 N LIVE OAK ST  
ROCKPORT TX 78382-2744

CHURCH OF JESUS CHRIST  
TAX ADM DIV 546-3173 50 E N TEMPLE  
FLOOR 22  
SALT LAKE CITY UT 84150-3620

MICHAEL GEER JR  
P O BOX 1802  
FULTON TX 78358-1802

MARCELINO & ANITA GONZALEZ  
15821 GYPSY ST  
CORPUS CHRISTI TX 78418-6513

MICHAEL & PHYLLIS DONOHO  
467 AUGUSTA DR  
ROCKPORT TX 78382-6948

JOHN & ADELAIDE MARLATT  
456 AUGUSTA DR  
ROCKPORT TX 78382-6945

FALCON INTERNATIONAL BANK  
5219 MCPHERSON RD  
LAREDO TX 78041

DAVIS & GLENDA MERRELL  
P O BOX 1802  
FULTON TXS 78358-1802

*Mailed  
11-17-15*

*2nd  
Mailing  
12-22-15*

PAUL STRUNK  
802 N CARANCAHUA #1250  
CORUS CHRISTI TX 78401-0019

DAVID L CROWELL FAMILY  
ESTATE AND TRUSTS  
23 SAN JACINTO DR  
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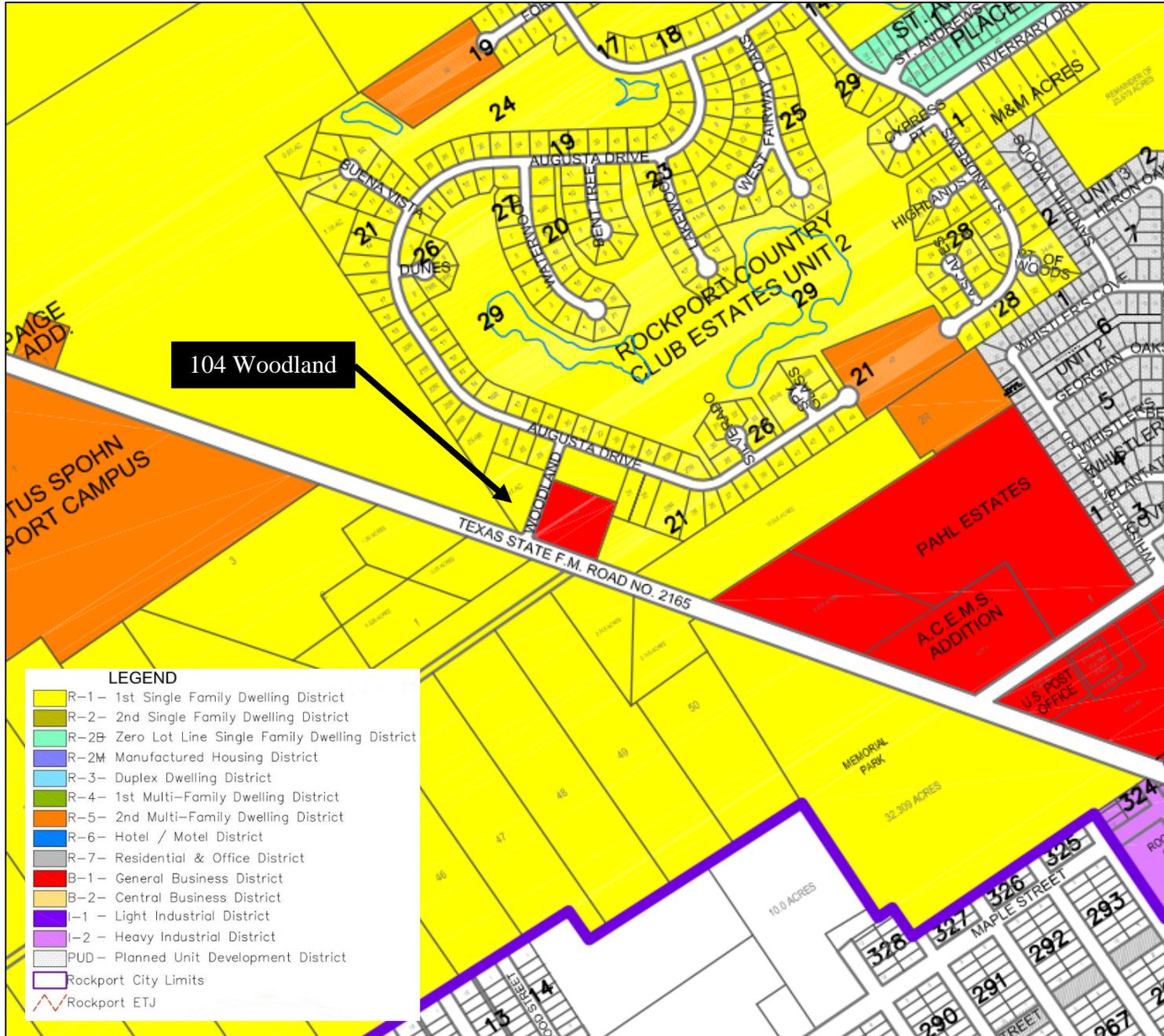
DAVIS & GLENDA MERRELL  
P O BOX 1802  
FULTON TXS 78358-1802

*Mailed  
11-17-15*

# 104 Woodland Drive



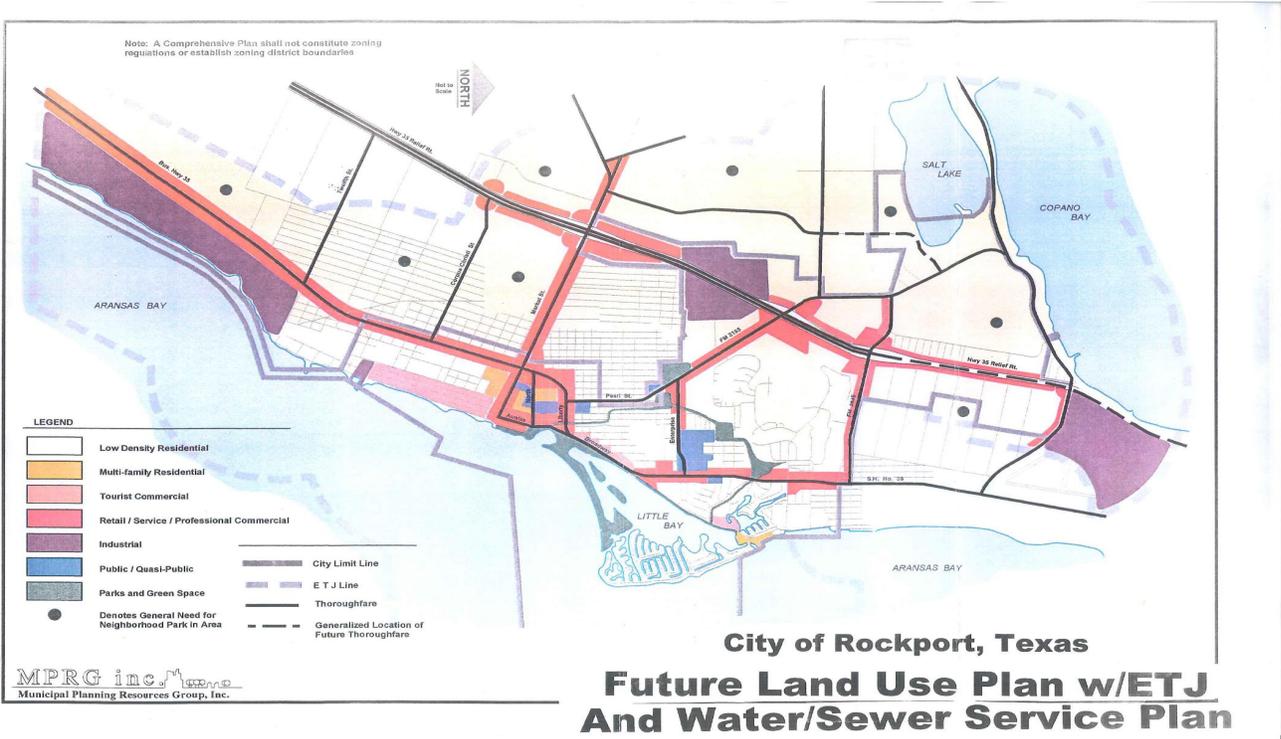
# 104 Woodland Drive Zoning



**FUTURE LAND USE PLAN  
WITH ETJ  
City of Rockport, Texas**

**LEGEND**

	Low Density Residential		City Limit Line
	Multi-family Residential		E T J Line
	Tourist Commercial		Thoroughfare
	Retail / Service / Professional Commercial		Generalized Location of Future Thoroughfare
	Industrial		
	Public / Quasi-Public		
	Parks and Green Space		
	Denotes General Need for Neighborhood Park in Area		



Article I. Zoning Ordinance*
------------------------------

**Sec. 118-6. R-1 1st Single-Family Dwelling District.**

6.1 *Use Regulations.* The purpose of this district is to provide for low density residential areas and to protect and conserve them permitting only such accessory and supporting uses as are compatible with the primary purpose of one-family residential use. The district also functions as a holding district, where land is not yet developed or committed for other use. Land and premises may be used only for:

1. One-family dwellings (see [Article 24](#) regarding Industrialized Housing).
2. Public parks, public buildings (except detention centers, penal and mental institutions).
3. Churches, schools and colleges.
4. Golf courses and golf clubs, but no commercial miniature courses or driving ranges.
5. Oil, gas and service wells provided they comply with the Rockport Oil and Gas Well Drilling Ordinance, as amended.
6. Bed and breakfast, by CUP.
7. Agricultural purposes.
8. Cemeteries in accordance with state law.
9. Child nurseries or pre-kindergarten schools, by CUP.
10. The keeping and raising of farm animals or non-domestic animals, by CUP. Agricultural land annexed into the city is exempt where such uses existed at time of annexation.
11. Wind powered systems in accordance with [Article VI., Chapter 42](#), Rockport Code of Ordinances.

6.2 *Area and Yard Regulations.*

6.2.1 *Area of the Lot.* The minimum area of the lot shall be seven thousand (7,000) square feet. See Table 20.

6.2.2 *Width of the Lot.* The minimum width of the lot shall be fifty (50) feet. See Table 20.

6.2.3 *Area of the Dwelling.* The minimum living area of the dwelling shall be eight hundred (800) square feet. See Table 20.

6.2.4 *Yard Areas and Building Setback.* See Table 20.

6.3 *Height of the Building.* No building shall exceed thirty five (35) feet in height. See Article 3-Definitions and Article 20.

6.4 *Parking Regulations.* Parking regulations for permitted uses as contained in Article 21.

6.5 *Accessory Use Regulations.* Accessory uses, which are auxiliary or incidental to the primary use of a building or premises, as contained in Article 22

(Ord. No. 1027, art. 6, 4-9-96)

Article I. Zoning Ordinance*
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**Sec. 118-15. B-1 General Business District.**

15.1 *Use Regulations.* The purpose of this district is to provide suitable locations for a wide variety of business and mercantile uses. In addition to the previous listed uses in R-1 through R-7 districts, land and premises may be used for:

1. Restaurants, cafes, food catering services.
2. Offices, banks, libraries, museums, etc.
3. Service stations, car washes, laundromats.
4. Malls, shopping centers, retail stores.
5. Shops (butcher shops, shoe shops, shell shops, etc., including pawn shops that have been licensed to transact business by the Consumer Credit Commissioner under Chapter 371, Finance Code).
6. Grocery stores, convenience stores, markets.
7. Retail markets (seafood/meat) and bait stands.
8. Entertainment facilities (theaters, bowling alleys, pool halls, clubs and lounges, etc).
9. Sales, service and repair shops (radio, television, shoe repair, tool repair and rental, lawn mower repair, auto and boat repair shops, etc).
10. Personal service shops (beauty salons, barber shops, tailoring and dressmaking shops, etc).
11. Storage buildings, auto storage yards.
12. Animal hospitals, boarding kennels and grooming shops.
13. Mortuaries and funeral homes.
14. Agricultural services, greenhouses and landscaping services.
15. Outdoor welding, fabricating operations, by CUP.
16. Permanent or long term (more than 30 days) public entertainment facilities or uses, by CUP. Such uses may include, but not be limited to, amusement parks, carnivals, circuses, marine life shows, dance/theatrical productions and natatoriums.

17. Fish houses, seafood processing plants, by CUP.

18. Adult entertainment, by CUP.

15.2 *Area and Yard Regulations.*

15.2.1 *Area of the Lot.* None required for non-dwelling uses. For dwelling uses, See [[section 118-20](#)] Table 20.

15.2.2 *Width of the Lot.* The minimum width of the lot shall be fifty (50) feet. See [[section 118-20](#)] Table 20.

15.2.3 *Area of the Building.* For a primary use structure, the minimum floor area shall be five hundred (500) square feet. See [[section 118-20](#)] Table 20.

15.2.4 *Yard Area and Building Setbacks.* See [[section 118-20](#)] Table 20

15.3 *Height of the Building.* No building shall exceed forty five (45) feet in height. See Article 3 [[section 118-3](#)] Definitions and Article 20 [[section 118-20](#)].

15.4 *Parking Regulations.* Parking regulations for permitted uses as contained in Article 21 [[section 118-21](#)].

15.5 *Accessory Use Regulations.* Accessory uses, which are auxiliary or incidental to the primary use of a building or premises, as contained in Article 22 [[section 118-22](#)].

(Ord. No. 1027, art. 15, 4-9-96)

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

---

**AGENDA ITEM: 16**

Deliberate and act on an Ordinance authorizing the issuance, sale and delivery of up to \$3,400,000 in aggregate principal amount of “City of Rockport, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016”; securing the payment thereof by authorizing the levy of an annual *ad valorem* tax and a pledge of certain surplus revenues of the City’s waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrars agreement, an official statement and all other instruments and procedures related thereto.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

---

**BACKGROUND:** The proposed Ordinance will provide funding for: 1) The purchase of approximately 8.856 acres of land located near the intersection of Business Highway 35 North and East Maple Street within the boundaries of the City, most of which is expected to be developed and used for Municipal Park Purposes with the remainder currently expected to be used for Open Space Purposes; and 2) acquire and construct various improvements on or for the park land portion of such land including but not limited to roads, driveways, parking areas, buildings, fences, utilities, lighting, sidewalks, walking paths, playground and other recreational equipment, signage, and landscaping, and the demolition or renovation (including furniture and equipment) of existing buildings. Please see the accompanying documents for transaction details. The City’s financial advisor, Bob Henderson, will also be available to answer questions. This is the first and only reading of the ordinance.

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**FISCAL ANALYSIS:** Please see the accompanying documents for transaction details. Closing on the property is scheduled for January 15. The City will front the money for the purchase and reimburse fund balance once the CO is sold.

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**RECOMMENDATION:** Staff recommends that City Council approve the Ordinance authorizing the issuance of approximately \$3,400,000.00 in tax and revenue certificates of obligation, as presented.

DRAFT DATE: DECEMBER 23, 2015

**ORDINANCE NO. \_\_\_\_\_**

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**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$3,400,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

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**DATE OF APPROVAL: JANUARY 12, 2016**

## TABLE OF CONTENTS

Recitals	.....	1
Section 1.	Amount and Purpose of the Certificates of Obligation. ....	2
Section 2.	Designation, Date, Denominations, Numbers, and Maturities of Certificates of Obligation .....	2
Section 3.	Interest .....	3
Section 4.	Characteristics of the Certificates of Obligation; Approval of Paying Agent/Registrar Agreement .....	4
Section 5.	Form of Certificate of Obligation .....	8
Section 6.	Interest and Sinking Fund; Tax Levy; Security Interest .....	17
Section 7.	Surplus Revenues .....	18
Section 8.	Construction Fund .....	18
Section 9.	Investments .....	19
Section 10.	Empowered .....	19
Section 11.	Defeasance of the Certificates of Obligation .....	19
Section 12.	Damaged, Mutilated, Lost, Stolen, or Destroyed Certificates of Obligation ..	21
Section 13.	Custody, Approval, and Registration of the Certificates of Obligation; Bond Counsel's Opinion, Bond Insurance, and Cusip Numbers .....	22
Section 14.	Covenants Regarding Tax-Exemption of Interest on the Certificates of Obligation .....	22
Section 15.	Continuing Disclosure Undertaking .....	26
Section 16.	Sale and Delivery of the Certificates of Obligation .....	29
Section 17.	Approval of Official Statement .....	30

Section 18.	Authority for Officers to Execute Documents and Approve Changes . . . . .	30
Section 19.	Ordinance a Contract; Amendments . . . . .	30
Section 20.	Remedies in Event of Default . . . . .	31
Section 21.	Interested Parties . . . . .	32
Section 22.	Incorporation of Recitals . . . . .	32
Section 23.	Severability . . . . .	32
Section 24.	Effective Date . . . . .	32
Signatures		
	Paying Agent/Registrar Agreement . . . . .	Exhibit A
	Written Procedures Relating to Continuing Compliance with Federal Tax Covenants	Exhibit B
	Description of Annual Financial Information . . . . .	Exhibit C
	Form of Purchase Contract . . . . .	Exhibit D

## ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$3,400,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

<b>THE STATE OF TEXAS</b>	§
<b>COUNTY OF ARANSAS</b>	§
<b>CITY OF ROCKPORT</b>	§

**WHEREAS**, the **CITY OF ROCKPORT, TEXAS** (the "**City**") in Aransas County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Texas Local Government Code and its City Charter, which was initially approved by the qualified voters of the City on April 2, 1983, and which has been amended from time to time, with the most recent amendments being approved by the qualified voters of the City on May 15, 2004; and

**WHEREAS**, the City Council of the City hereby determines that it is necessary and desirable to (i) purchase approximately 8.856 acres of land located near the intersection of Business Highway 35 North and East Maple Street within the boundaries of the City, most of which is expected to be developed and used for municipal park purposes with the remainder (approximately two acres) currently expected to be used for open space purposes, and (ii) acquire and construct various improvements on or for the park land portion of such land including but not limited to roads, driveways, parking areas, buildings, fences, utilities, lighting, sidewalks, walking paths, playground and other recreational equipment, signage, and landscaping, and the demolition or renovation (including furniture and equipment) of existing buildings (collectively, the "**Projects**"); and

**WHEREAS**, the City Council of the City intends to finance the Projects from proceeds derived from the sale of Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

**WHEREAS**, on December 8, 2015, the City Council adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation to finance the Projects; and

**WHEREAS**, the Notice with respect to the Projects was duly published in *The Rockport Pilot*, which is a newspaper of general circulation in the City, in its issues of December 12, 2015 and December 19, 2015; and

**WHEREAS**, the City received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of Certificates of Obligation; and

**WHEREAS**, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, THAT:**

**SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION.**

The certificate of obligation or certificates of obligation of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of **\$3,400,000.00 FOR THE PURPOSE OF PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO (I) PURCHASE APPROXIMATELY 8.856 ACRES OF LAND LOCATED NEAR THE INTERSECTION OF BUSINESS HIGHWAY 35 NORTH AND EAST MAPLE STREET WITHIN THE BOUNDARIES OF THE CITY, MOST OF WHICH IS EXPECTED TO BE DEVELOPED AND USED FOR MUNICIPAL PARK PURPOSES WITH THE REMAINDER (APPROXIMATELY TWO ACRES) CURRENTLY EXPECTED TO BE USED FOR OPEN SPACE PURPOSES, AND (II) ACQUIRE AND CONSTRUCT VARIOUS IMPROVEMENTS ON OR FOR THE PARK LAND PORTION OF SUCH LAND INCLUDING BUT NOT LIMITED TO ROADS, DRIVEWAYS, PARKING AREAS, BUILDINGS, FENCES, UTILITIES, LIGHTING, SIDEWALKS, WALKING PATHS, PLAYGROUND AND OTHER RECREATIONAL EQUIPMENT, SIGNAGE, AND LANDSCAPING, AND THE DEMOLITION OR RENOVATION (INCLUDING FURNITURE AND EQUIPMENT) OF EXISTING BUILDINGS; PAYING ALL OR A PORTION OF THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS; AND PAYING COSTS OF ISSUANCE.**

**SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION.** Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, without interest coupons, dated January 1, 2016, in the aggregate principal amount of **\$3,400,000.00**, numbered T-1 (the "**Initial Certificate of Obligation**"), with certificates of obligation issued in replacement thereof being in the denomination of \$5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 16 hereof), or to the registered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the "**Registered Owner**"),

and the certificates of obligation shall mature and be payable serially on **February 15** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT (\$)</u>
2018		2025		2032	
2019		2026		2033	
2020		2027		2034	
2021		2028		2035	
2022		2029		2036	
2023		2030			
2024		2031			

The term "***Certificates of Obligation***" as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "***Certificate of Obligation***" shall mean any of the Certificates of Obligation.

**SECTION 3. INTEREST.** The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>	<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>	<u>YEAR OF MATURITY</u>	<u>INTEREST RATE (%)</u>
2018		2025		2032	
2019		2026		2033	
2020		2027		2034	
2021		2028		2035	
2022		2029		2036	
2023		2030			
2024		2031			

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

**SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION;  
APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.**

(a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, Dallas, Texas (the "**Paying Agent/Registrar**") books or records for the registration of the transfer and exchange of the Certificates of Obligation (the "**Registration Books**"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the

foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates of Obligation and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) In General. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Certificates of Obligation. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 16 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("**DTC Participant**") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of

this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) Delivery of Initial Certificate of Obligation. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the respective series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 16 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

**SECTION 5. FORM OF CERTIFICATE OF OBLIGATION.** The form of the Certificates of Obligation, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Certificates of Obligation initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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**FORM OF CERTIFICATE OF OBLIGATION**

<b>R-</b>	<b>UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF ARANSAS CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016</b>	<b>PRINCIPAL AMOUNT \$3,400,000.00</b>
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<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>DATE OF SERIES</b>	<b>CUSIP NO.</b>
____%	February 15, 20__	January 1, 2016	774056 ____

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

*ON THE MATURITY DATE* specified above, the **CITY OF ROCKPORT, TEXAS** (the "City"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "**Registered Owner**"), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of this Certificate of Obligation [as shown on the records of the Paying Agent/Registrar (defined below)] at the Interest Rate per annum specified above, payable on February 15, 2017, and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above; or the date of redemption prior to maturity, except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

**THE PRINCIPAL OF AND INTEREST ON** this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, Dallas, Texas, which is the "**Paying**

*Agent/Registrar*" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the "**Ordinance**") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "**Record Date**") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "**Special Record Date**") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "**Special Payment Date**" which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

**IF THE DATE** for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS CERTIFICATE OF OBLIGATION** is one of a series of Certificates of Obligation dated as of January 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of **\$3,400,000.00 FOR THE PURPOSE OF PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO (I) PURCHASE APPROXIMATELY 8.856 ACRES OF LAND LOCATED NEAR THE INTERSECTION OF**

**BUSINESS HIGHWAY 35 NORTH AND EAST MAPLE STREET WITHIN THE BOUNDARIES OF THE CITY, MOST OF WHICH IS EXPECTED TO BE DEVELOPED AND USED FOR MUNICIPAL PARK PURPOSES WITH THE REMAINDER (APPROXIMATELY TWO ACRES) CURRENTLY EXPECTED TO BE USED FOR OPEN SPACE PURPOSES, AND (II) ACQUIRE AND CONSTRUCT VARIOUS IMPROVEMENTS ON OR FOR THE PARK LAND PORTION OF SUCH LAND INCLUDING BUT NOT LIMITED TO ROADS, DRIVEWAYS, PARKING AREAS, BUILDINGS, FENCES, UTILITIES, LIGHTING, SIDEWALKS, WALKING PATHS, PLAYGROUND AND OTHER RECREATIONAL EQUIPMENT, SIGNAGE, AND LANDSCAPING, AND THE DEMOLITION OR RENOVATION (INCLUDING FURNITURE AND EQUIPMENT) OF EXISTING BUILDINGS; PAYING ALL OR A PORTION OF THE LEGAL, FISCAL AND ENGINEERING FEES IN CONNECTION WITH SUCH PROJECTS; AND PAYING COSTS OF ISSUANCE.**

ON FEBRUARY 15, 2025, or on any date thereafter, the Certificates of Obligation of this Series maturing on and after February 15, 2026, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

**ADDITIONALLY, THE CERTIFICATES MATURING** on February 15 in the years 20 , 20 , and 20 (collectively, the "*Term Certificates*") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM CERTIFICATES MATURING FEBRUARY 15, 20		TERM CERTIFICATES MATURING FEBRUARY 15, 20	
<u>Mandatory Redemption Date</u>	<u>Redemption Amount (\$)</u>	<u>Mandatory Redemption Date</u>	<u>Redemption Amount (\$)</u>
February 15, 20__		February 15, 20__	
February 15, 20__		February 15, 20__	
February 15, 20 (maturity)		February 15, 20 (maturity)	

**TERM CERTIFICATES MATURING  
FEBRUARY 15, 20**

<b>TERM CERTIFICATES MATURING FEBRUARY 15, 20</b>	<b>Redemption Amount (\$)</b>
February 15, 20__	
February 15, 20__	
February 15, 20 (maturity)	

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.

*AT LEAST 30 DAYS* prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to the optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or

denominations in any integral multiple of \$5,000, at the written request of the Registered Owner,

and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

***ALL CERTIFICATES OF OBLIGATION OF THIS SERIES*** are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

***WHENEVER THE BENEFICIAL OWNERSHIP*** of this Certificate of Obligation is determined by a book entry at a securities depository for the Certificates of Obligation, the foregoing requirements of holding, delivering or transferring this Certificate of Obligation shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

***IN THE EVENT*** any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

**IT IS HEREBY** certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by a lien on and pledge of Surplus Revenues received by the City from the ownership and operation of the City's Waterworks and Sewer System, all as provided in the Ordinance authorizing the Certificates of Obligation.

**THE CITY** also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

**BY BECOMING** the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

**IN WITNESS WHEREOF**, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

\_\_\_\_\_  
(facsimile signature)  
City Secretary, City of Rockport, Texas

\_\_\_\_\_  
(facsimile signature)  
Mayor [Pro-Tem], City of Rockport, Texas

(CITY SEAL)

**FORM OF REGISTRATION CERTIFICATE  
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_**

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

*(To be executed if this Certificate of Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)*

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT:****ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto \_\_\_\_\_

\_\_\_\_\_  
 (Assignee's Social Security or Taxpayer Identification Number) (Please print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
 NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
 NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

**INITIAL CERTIFICATE OF OBLIGATION INSERTIONS**

The Initial Certificate of Obligation shall be in the form set forth above except that:

- (A) Immediately under the name of the Certificate of Obligation, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_\_" shall be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

**"ON THE RESPECTIVE MATURITY DATES** specified below, the **CITY OF ROCKPORT, TEXAS** (the "**City**"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "**Registered Owner**"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve

30-day months) from the date of initial delivery of this Certificate of Obligation [as shown on the records of the Paying Agent/Registrar (defined below)] at the respective Interest Rates per annum specified below, payable on February 15, 2017, and semiannually on each February 15 and August 15 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

<u>MATURITY DATE</u> <u>(FEBRUARY 15)</u>	<u>PRINCIPAL</u> <u>INSTALLMENT (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>
--	---	------------------------------------

20\_\_

20\_\_

20\_\_

*[Insert information from Sections 2 and 3 above]*

(C) The Initial Certificate of Obligation shall be numbered "T-1."

**SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.**

(a) Interest and Sinking Fund; Tax Levy. A special Interest and Sinking Fund for the Certificates of Obligation (the "***Interest and Sinking Fund***") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with "Surplus Revenues" with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest

comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and Surplus Revenues granted by the City under Section 6(a) and Section 7, respectively, of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or Surplus Revenues granted by the City under Section 6(a) and Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 7. SURPLUS REVENUES.** Pursuant to Section 271.052, Texas Local Government Code, as amended, and Chapter 1502, Texas Government Code, as amended, the Certificates of Obligation additionally shall be payable from and secured by surplus revenues derived by the City from the City's Waterworks and Sewer System remaining after (a) payment of all amounts constituting operation and maintenance expenses of said Waterworks and Sewer System, and (b) payment of all debt service, reserve, and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing (i) all bonds and (ii) all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Waterworks and Sewer System revenues, and (c) payment of all amounts payable from any Waterworks and Sewer System revenues pursuant to contracts heretofore or hereafter entered into by the City in accordance with law (the "**Surplus Revenues**"). If for any reason the City fails to deposit ad valorem taxes levied pursuant to Section 6 hereof to the credit of the Interest and Sinking Fund in an amount sufficient to pay, when due, the principal of and interest on the Certificates of Obligations, then Surplus Revenues may be deposited to the credit of the Interest and Sinking Fund and used to pay such principal and/or interest. The City reserves, and shall have, the right to issue bonds and other obligations not on a parity with the Certificates of Obligation, and to enter into contracts, in accordance with applicable laws, to be payable from and secured by any Waterworks and Sewer System revenues.

**SECTION 8. CONSTRUCTION FUND.** There is hereby created and established in the depository of the City, a fund to be called the *City of Rockport, Texas Combination Tax and Revenue Certificates of Obligation (Series 2016) Construction Fund* (herein called the "**Construction Fund**"). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation, if any, and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d)(3) and (4), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including but not

limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the projects being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

**SECTION 9. INVESTMENTS.** Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**SECTION 10. EMPOWERED.** The City Manager and Finance Director are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

**SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION.**

(a) Defeasance. Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate of Obligation") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation

shall have become due and payable. Thereafter, the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Certificate of Obligation, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term "*Defeasance Securities*" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or

obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Duties of Paying Agent/Registrar. Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Certificates of Obligation to be Defeased. In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

## **SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION.**

(a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligations is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

**SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS.** The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

**SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION.**

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with --

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "**Rebate Fund**" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to herein as the "**Projects**") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the projects financed with the proceeds of the Certificates of Obligation will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

(g) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Certificates of Obligation as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (i) that during the calendar year in which the Certificates of Obligation are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Certificates of Obligation, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (ii) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates of Obligation are issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and (iii) that the City

will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates of Obligation will not be considered "private activity bonds" within the meaning of section 141 of the Code.

#### **SECTION 15. CONTINUING DISCLOSURE UNDERTAKING.**

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Rule**" means SEC Rule 15c2-12, as amended from time to time.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2015, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit C hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

(i) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders;
3. Redemption calls;
4. Release, substitution, or sale of property securing repayment of the Certificates of Obligation;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The City shall notify the MSRB through EMMA in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates of Obligation, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates of Obligation, or other events affecting the tax status of the Certificates of Obligation;

6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The City shall notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

**UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.**

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates of Obligation. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 16. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION.**

The Certificates of Obligation are hereby initially sold and shall be delivered to \_\_\_\_\_ for cash at a purchase price to \$\_\_\_\_\_ (which amount is equal to the par value thereof, plus/less an original issue premium/discount of \$\_\_\_\_\_, and less a discount retained by the purchaser of \$\_\_\_\_\_), plus accrued interest to the date of delivery thereof. The Certificates of Obligation initially shall be registered in the name of \_\_\_\_\_. It is hereby officially found, determined, and declared that said purchaser is the highest bidder for the Certificates of Obligation as a result of invitations for competitive bids. It is further officially found, determined, and declared that the Certificates of Obligation have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and the Preliminary Official Statement, dated January , 2016, prepared and distributed in connection with the sale of the Certificates of Obligation. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance and resulting from the receipt of such competitive bids are in the City's best interests.

The City (i) shall utilize \$\_\_\_\_\_ of the \$\_\_\_\_\_ that the City will receive as "original issue premium" on the sale of the Certificates of Obligation as described in the preceding paragraph and apply such amount against the \$3,400,000 of the maximum amount stated in the notice of intention to be used for the purposes described therein and in Section 1 hereof, and (ii) shall apply the remaining balance of such original issue premium as follows: (A) \$\_\_\_\_\_ shall be applied as a discount retained by the purchaser as consideration for purchasing the Certificates of Obligation as described in the preceding paragraph, and (B) \$\_\_\_\_\_ shall be used to pay

other costs of issuance of the Certificates of Obligation, all as permitted by Section 1201.042(d), Texas Government Code, as amended.

**SECTION 17. APPROVAL OF OFFICIAL STATEMENT.** The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated January , 2016, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

**SECTION 18. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES.** The Mayor, Mayor Pro-Tem, City Secretary, City Manager, Finance Director of the City shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Finance Director, City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General's office. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Finance Director of the City are further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General's review of the transcript of proceedings related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

**SECTION 19. ORDINANCE A CONTRACT; AMENDMENTS.** This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may,

without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (ii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**SECTION 20. REMEDIES IN EVENT OF DEFAULT.** In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

**SECTION 21. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Underwriter and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Underwriter and the registered owners of the Certificates of Obligation.

**SECTION 22. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

**SECTION 23. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 24. EFFECTIVE DATE.** Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

*[The remainder of this page intentionally left blank]*

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT,  
TEXAS AT A REGULAR MEETING ON THE 12<sup>TH</sup> DAY OF JANUARY 2016, AT WHICH  
MEETING A QUORUM WAS PRESENT.***

\_\_\_\_\_  
Charles J. Wax, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Valdez, City Secretary

(CITY SEAL)

\*\* \*\* \* \* \*

EXHIBIT A

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT  
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT B

**WRITTEN PROCEDURES RELATING TO  
CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS**

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's Finance Director (the "**Responsible Person**") will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the "**Issue Date**");
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for four years or more;
- (vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

## EXHIBIT C

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 15 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within six months after the end of any fiscal year.
2. All quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables 1 through 6 and 8 through 19.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

EXHIBIT D

**FORM OF PURCHASE CONTRACT**

THE PURCHASE CONTRACT IS OMITTED AT THIS POINT  
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

LAW OFFICES  
**McCALL, PARKHURST & HORTON L.L.P.**

717 NORTH HARWOOD  
 NINTH FLOOR  
 DALLAS, TEXAS 75201-6587  
 TELEPHONE: 214 754-9200  
 FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET  
 1525 ONE RIVERWALK PLACE  
 SAN ANTONIO, TEXAS 78205-3503  
 TELEPHONE: 210 225-2800  
 FACSIMILE: 210 225-2984

600 CONGRESS AVENUE  
 1800 ONE AMERICAN CENTER  
 AUSTIN, TEXAS 78701-3248  
 TELEPHONE: 512 478-3805  
 FACSIMILE: 512 472-0871

**Proposed Form of Opinion of Bond Counsel**

*An opinion in substantially the following form will be delivered by  
 McCall, Parkhurst & Horton L.L.P., Bond Counsel,  
 upon the delivery of the Certificates, assuming no material changes in facts or law.*

January \_\_, 2016

**CITY OF ROCKPORT, TEXAS  
 COMBINATION TAX AND REVENUE  
 CERTIFICATES OF OBLIGATION, SERIES 2016  
 DATED AS OF JANUARY 1, 2016  
 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ \_\_\_\_\_**

**AS BOND COUNSEL FOR THE CITY OF ROCKPORT, TEXAS** (the "**City**") in connection with the issuance of the certificates of obligation described above (the "**Certificates**"), we have examined into the legality and validity of the Certificates, which bear interest from the dates specified in the text of the Certificates until maturity or prior redemption at the rates and payable on the dates as stated in the text of the Certificates, and which are subject to redemption, all in accordance with the terms and conditions stated in the text of the Certificates.

**WE HAVE EXAMINED** the applicable and pertinent provisions of the Constitution and laws of the State of Texas and a transcript of certified proceedings of the City, and other pertinent instruments authorizing and relating to the issuance of the Certificates including (i) the ordinance authorizing the issuance of the Certificates (the "**Ordinance**"), (ii) one of the executed Certificates (Certificate No. T-1), and (iii) the City's Federal Tax Certificate of even date herewith.

**BASED ON SAID EXAMINATION, IT IS OUR OPINION** that the Certificates have been authorized, issued and delivered in accordance with law; that the Certificates constitute valid and legally binding general obligations of the City in accordance with their terms except as the enforceability thereof may be limited by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted relating to creditors' rights generally or by general principles of equity which permit the exercise of judicial discretion; that the City has the legal authority to issue the Certificates and to repay the Certificates; that ad valorem taxes sufficient to provide for the payment of the principal of the Certificates, as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law; and that "**Surplus Revenues**" (as such term is defined and described in the Ordinance) received by the City from the ownership and operation of the City's Waterworks and Sewer System have been pledged to further secure the payment of the Certificates in the manner set forth in the Ordinance.

**IT IS FURTHER OUR OPINION**, except as discussed below, under the statutes, regulations, published rulings and court decisions existing on the date of this opinion, for federal income tax purposes, the interest on the Certificates (i) is excludable from the gross income of the owners thereof for federal income tax purposes, and (ii) is not treated as a "preference item" in calculating the alternative minimum tax imposed on individuals and corporations under section 57(a)(5) of the Internal Revenue Code of 1986 (the "**Code**"). In expressing the aforementioned opinions, we have relied on and assumed compliance by the City with, certain representations and covenants regarding the use and investment of the proceeds of the Certificates. We call your attention to the fact that failure by the City to comply with such representations and covenants may cause the interest on the Certificates to become includable in gross income retroactively to the date of issuance of the Certificates.

**IN EXPRESSING THE AFOREMENTIONED OPINIONS** as to the exclusion of interest from federal income taxes, we have relied on certain representations, the accuracy of which we have not independently verified, and we have assumed compliance with certain covenants, regarding the use and investment of the proceeds of the Certificates and the use of the property financed therewith. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the City to comply with such covenants, interest on the Certificates may become includable in gross income retroactively to the date of issuance of the Certificates.

**EXCEPT AS STATED ABOVE**, we express no opinion as to any other federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Certificates. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation.

**WE CALL YOUR ATTENTION TO THE FACT** that the interest on tax-exempt obligations, such as the Certificates, is included in a corporation's alternative minimum taxable income for purposes of determining the alternative minimum tax imposed on corporations by section 55 of the Code.

**WE EXPRESS NO OPINION** as to any insurance policies issued with respect to the payments due for the principal of and interest on the Certificates, nor as to any such insurance policies issued in the future.

**OUR OPINIONS ARE BASED ON EXISTING LAW**, which is subject to change. Such opinions are further given, and are based on our knowledge of facts, as of the date hereof. We assume no duty or obligation to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "**Service**"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and

covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Certificates. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer. We observe that the City has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Certificates as includable in gross income for federal income tax purposes.

***OUR SOLE ENGAGEMENT*** in connection with the issuance of the Certificates is as Bond Counsel for the City, and, in that capacity, we have been engaged by the City for the sole purpose of rendering an opinion with respect to the legality and validity of the Certificates under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Certificates for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the City, or the disclosure thereof in connection with the sale of the Certificates, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Certificates and we have relied solely on certificates executed by officials of the City as to the current outstanding indebtedness of, and assessed valuation of taxable property within, the City. Our role in connection with the City's Official Statement prepared for use in connection with the sale of the Certificates has been limited as described therein.

Respectfully,

DRAFT DATE: DECEMBER 23, 2015

\$ \_\_\_\_\_  
**CITY OF ROCKPORT, TEXAS**  
**COMBINATION TAX AND REVENUE**  
**CERTIFICATES OF OBLIGATION, SERIES 2016**

**TABLE OF CONTENTS**

**PRIMARY FINANCING DOCUMENTS AND AGREEMENTS**

* Notice of Intention Resolution .....	1
* Affidavit of Publication .....	2
Notice of Sale .....	3
* Winning Bid .....	4
* Certificate Ordinance .....	5
* Final Official Statement .....	6
* Paying Agent/Registrar Agreement .....	7
Specimen Certificate .....	8
Blanket Issuer Letter of Representations .....	9

**DOCUMENTS RELATED TO TAX EXEMPTION**

Federal Tax Certificate .....	10
Form 8038-G .....	11

**CERTIFICATES**

* General Certificate .....	12
* Signature Identification and No-Litigation Certificate .....	13
Certification of the Official Statement .....	14

---

\* Documents included in the Transcript to the Attorney General of Texas

**MISCELLANEOUS DOCUMENTS**

\* Evidence of Winning Bidder Filing Ethics Disclosure Form ..... 15

\* Certificate of Paying Agent/Registrar Filing Ethics Disclosure Form ..... 16

\* Instruction Letters to Attorney General and Comptroller of Public Accounts ..... 17

Closing Memorandum ..... 18

Receipt for Proceeds ..... 19

Rating Letter ..... 20

**OPINIONS**

Attorney General's Opinion with Comptroller's Registration Certificate ..... 21

Opinion of Bond Counsel ..... 22

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §  
COUNTY OF ARANSAS §  
CITY OF ROCKPORT §

I, the undersigned City Secretary of the CITY OF ROCKPORT, TEXAS (the "City"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in Regular Meeting on January 12, 2016 at the City Hall (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

- Charles J. Wax , Mayor
- Patrick R. Rios, Mayor Pro-Tem, Council Member Ward #3
- James Russell Day, Jr., Council Member Ward #1
- Joe David Villa, Council Member Ward #2
- Barbara Gurtner, Council Member Ward #4

and all of said officers and members of the City Council were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$\_\_\_\_\_ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO**

(the "*Ordinance*") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, said motion carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting; each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 12<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
City Secretary  
City of Rockport, Texas

(SEAL)

**GENERAL CERTIFICATE**

**THE STATE OF TEXAS**           §  
**COUNTY OF ARANSAS**       §  
**CITY OF ROCKPORT**       §

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the **CITY OF ROCKPORT, TEXAS** (the "**City**"), and we further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016** (the "**Certificates**"), dated as of January 1, 2016, and authorized by an ordinance passed by the City Council of the City on January 12, 2016 (the "**Ordinance**").

2. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter has not been changed or amended since the passage of the ordinance authorizing the issuance of the most recently dated, issued and outstanding obligations of the City.

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the issuance, delivery, payment, security or validity of the proposed Certificates; (b) the authority of the officers of the City to issue, execute and deliver the Certificates; or (c) the validity of the corporate existence, the current Tax Rolls, or the Charter of the City; and no litigation is pending pertaining to, affecting or contesting the boundaries of the City.

4. The currently effective ad valorem tax appraisal roll of the City (the "**Tax Roll**") is the Tax Roll prepared and approved during the calendar year 2015, being the most recently approved Tax Roll of the City; that the taxable property in the City has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "**Texas law**"); that the Tax Roll for said year has been submitted to the City Council of the City as required by Texas law, and has been approved and recorded by the City Council; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in the City (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the City has been or will be imposed and levied, is \$1,493,022,236.

5. Attached hereto as Exhibit A is a true, full and correct schedule and statement of the aforesaid proposed Certificates, and all presently outstanding tax indebtedness of the City, and attached hereto as Exhibit B is a combined debt service schedule for all outstanding tax indebtedness of the City (including the aforesaid proposed Certificates and one other series of tax bond indebtedness being issued concurrently therewith).

6. Revenues of the City's Municipal Waterworks and Sanitary Sewer System have not been encumbered other than in connection with the proposed Certificates and certain of the other series

of outstanding Certificates of Obligation described in Exhibit A attached hereto. The ordinances which authorized such outstanding Certificates of Obligation do not impose any requirements with respect to the issuance of additional indebtedness secured, in whole or in part, with revenues of the City's Municipal Waterworks and Sanitary Sewer System, and no default exists with respect to any of such outstanding Certificates of Obligation.

7. Attached hereto as Exhibit C is a true, full and correct schedule and statement of the income and expenses of the City's Municipal Waterworks and Sanitary Sewer System for the past three fiscal years (year ending September 30). Attached hereto as Exhibit D is a true and correct excerpt from the City's Code of Ordinances which sets forth current rates and charges related to the City's waterworks and sanitary sewer system.

8. The following persons are the duly elected members of the City Council of the City as of the date hereof:

Mayor	Charles J. Wax
Council Member Ward #1	James Russell Day, Jr.
Council Member Ward #2	Joe David Villa
Mayor Pro-Tem/Council Member Ward #3	Patrick R. Rios
Council Member Ward #4	Barbara Gurtner

9. The following persons are the duly appointed City Manager, City Secretary and Finance Director of the City as of the date hereof:

City Manager	Kevin Carruth
Finance Director	Patty Howard
City Secretary	Teresa Valdez

10. The City acknowledges that Section 252.051 of the Texas Local Government Code provides that the City "*may not purchase property wholly or partly with bond proceeds until the [City] obtains an independent appraisal of the property's market value*" and that it will not use proceeds of the Certificates to purchase any real property until it has obtained an independent appraisal of such property's market value.

[The remainder of this page intentionally left blank]

*SIGNED AND SEALED THIS 12<sup>TH</sup> DAY OF JANUARY, 2016.*

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Mayor  
City of Rockport, Texas

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City Secretary  
City of Rockport, Texas

(SEAL)

**EXHIBIT A****SCHEDULE OF ALL OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS  
OF THE CITY OF ROCKPORT, TEXAS****THE CERTIFICATES OF OBLIGATION**

**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016**, dated January 1, 2016, to be outstanding in the aggregate principal amount of \$\_\_\_\_\_ bearing interest and maturing as set forth in the Ordinance authorizing such Certificates.

**ALL PRESENTLY OUTSTANDING TAX INDEBTEDNESS:**

<u>TITLE OF OUTSTANDING OBLIGATIONS</u>	<u>DATED DATE</u>	<u>CURRENT OUTSTANDING PRINCIPAL AMOUNT (\$)</u>
Combination Tax and Revenue Certificates of Obligation, Series 2015 <sup>1</sup>	01/15/2015	1,950,000
General Obligation Refunding Bonds, Series 2015	01/15/2015	6,905,000
Combination Tax and Revenue Certificates of Obligation, Series 2014 <sup>1</sup>	06/15/2014	3,490,000
General Obligation Refunding Bonds, Series 2014	06/15/2014	5,315,000
General Obligation Refunding Bonds, Series 2012	10/15/2012	6,685,000
General Obligation Refunding Bonds, Series 2010	12/01/2010	1,840,000
Combination Tax and Revenue Certificates of Obligation, Series 2009 <sup>1</sup>	09/01/2009	8,285,000
General Obligation Refunding Bonds, Series 2009	09/01/2009	990,000
Combination Tax and Revenue Certificates of Obligation, Series 2007 <sup>1</sup>	08/15/2007	1,800,000
 TOTAL PRINCIPAL AMOUNT CURRENTLY OUTSTANDING:	 ***	 <u>37,260,000</u>

<sup>1</sup> Security: Limited tax and a lien on the "Surplus Revenues" of the City's Waterworks and Sewer System.

**EXHIBIT B**

**COMBINED DEBT SERVICE SCHEDULE**

**EXHIBIT C****Municipal Waterworks and Sanitary Sewer System  
Fiscal Year Ended September 30**

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Total Revenues		\$9,219,874	\$8,907,527
Total Expenses		<u>6,112,976</u>	<u>6,210,472</u>
Net Revenues Available for Deb Service		<u>\$3,106,898</u>	<u>\$2,697,055</u>

**EXHIBIT D**

**Municipal Waterworks and Sanitary Sewer System: Current Rates and Charges**

**SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE**

We, the undersigned Mayor and City Secretary, respectively, of the **CITY OF ROCKPORT, TEXAS** (the "*City*"), hereby certify as follows:

(a) This Certificate is executed and delivered with reference to the **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016**, dated January 1, 2016, authorized by an ordinance passed by the City Council of the City on January 12, 2016 (the "*Certificates*").

(b) Each of us signed the Certificates by manually executing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Certificates, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Certificates.

(c) The Certificates are substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) At the time we so executed and signed the Certificates we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) No litigation of any nature has been filed or is now pending or, to our knowledge, threatened, to restrain or enjoin the issuance or delivery of any of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Certificates, and that so far as we know and believe no such litigation is threatened.

(f) Neither the corporate existence nor boundaries of the City is being contested; no litigation has been filed or is now pending or, to our knowledge, threatened, which would affect the authority of the officers of the City to issue, execute, sign, and deliver any of the Certificates; and no authority or proceedings for the issuance of any of the Certificates have been repealed, revoked, or rescinded.

(g) We have caused the official seal of the City to be impressed, or printed, or lithographed on each of the Certificates; and said seal on each of the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the City.

EXECUTED and delivered this \_\_\_\_\_.

**MANUAL SIGNATURES**

**OFFICIAL TITLES**

\_\_\_\_\_

Charles J. Wax, Mayor

\_\_\_\_\_

Teresa Valdez, City Secretary

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Typed Name \_\_\_\_\_

(My Commission Expires \_\_\_\_\_)

(Notary Seal)

**CERTIFICATE OF THE OFFICIAL STATEMENT**

**THE STATE OF TEXAS** §  
**COUNTY OF ARANSAS** §  
**CITY OF ROCKPORT** §

We are the Mayor and the City Manager of the **CITY OF ROCKPORT, TEXAS** (the "*Issuer*"), and we hereby certify as follows:

1. This Certificate is executed and delivered for and on behalf of the Issuer with reference to the issuance of the **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016** (the "*Certificates*") in satisfaction of a requirement set for in the Official Statement, dated January 12, 2016, relating to the Certificates (the "*Official Statement*") under the caption "OFFICIAL STATEMENT - Certification of the Official Statement" to furnish the initial purchaser with a certificate making certain representations. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Official Statement.

2. The descriptions and statements of or pertaining to the City contained in the Official Statement and any addenda, supplement or amendment thereto, on the date of the Official Statement, on the date of sale of the Certificates, and on the date of delivery, were and are true and correct in all material respects.

3. Insofar as the City and its affairs, including its financial affairs, are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. Insofar as the descriptions and statements, including financial data, of, or pertaining to, entities other than the City and its activities contained in the Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and that the City has no reason to believe that they are untrue in any material respect.

5. There has been no material adverse change in the financial condition of the City since September 30, 2014, the date of the last audited financial statements of the City.

EXECUTED this \_\_\_\_\_.

\_\_\_\_\_  
City Manager  
City of Rockport, Texas

\_\_\_\_\_  
Mayor  
City of Rockport, Texas

January 12, 2016

Texas State Comptroller of Public Accounts  
Cash and Securities Management Division  
Thomas Jefferson Rusk Building  
208 East 10th Street, 4th Floor, Room 448  
Austin, Texas 78701-2407  
Attn: Melissa Mora

**RE: CITY OF ROCKPORT, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016**

Ladies and Gentlemen:

The Attorney General will deliver to you the above-described issue of obligations. At such time as you have registered such obligations, this will be your authority to deliver them to an authorized representative of McCall, Parkhurst & Horton L.L.P. who will deliver said obligations to the Paying Agent/Registrar named in the obligations for delivery to the purchasers thereof.

At the time you have registered the obligations, please deliver three copies of the Attorney General's opinion and the Comptroller's Signature Certificate covering said issue of obligations to a representative of McCall, Parkhurst & Horton L.L.P., or send such documents by overnight courier to Thomas K. Spurgeon, McCall, Parkhurst & Horton L.L.P., 700 N. St. Mary's, Suite 1525, San Antonio, Texas 78205.

Sincerely yours,

**CITY OF ROCKPORT, TEXAS**

---

Mayor

cc: Attorney General of Texas

January 12, 2016

The Attorney General of Texas  
Public Finance Division  
300 W. 15 Street, 7<sup>th</sup> Floor  
Austin, Texas 78701

**RE: CITY OF ROCKPORT, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016**

Ladies and Gentlemen:

It is requested that you examine the above-described issue of obligations and the proceedings authorizing their issuance.

We enclose herewith one signed but undated copy of the Signature Identification and No-Litigation Certificate. Upon approval of the obligations, you are authorized to insert the date of approval in said Signature Certificate. If any litigation should develop before you have approved the obligations, we will notify you at once both by telephone and telecopy. With this assurance you can rely upon the absence of any such litigation at the time you approve the obligations unless we advise you otherwise.

After you have examined the obligations, kindly deliver them to the Office of the Comptroller of Public Accounts of the State of Texas. The Comptroller has received instructions as to disposition of such obligations following their registration.

Sincerely yours,

**CITY OF ROCKPORT, TEXAS**

---

Mayor

cc: Comptroller of Public Accounts

**RECEIPT FOR PROCEEDS**

The undersigned hereby certifies as follows:

(a) This Receipt is executed and delivered with reference to the **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016** (the "*Certificates*"), dated January 1, 2016, in the aggregate principal amount of \$\_\_\_\_\_, authorized by an ordinance passed by the City Council of the **CITY OF ROCKPORT, TEXAS** (the "*City*") on January 12, 2016.

(b) The undersigned is the duly chosen, qualified, and acting Finance Director of the City.

(c) The Certificates have been duly delivered to the initial purchaser thereof, namely:

\_\_\_\_\_

(d) The Certificates have been paid for in full by said purchaser concurrently with the delivery of this Receipt, and the City has received, and hereby acknowledges receipt of, the agreed purchase price for the Certificates, being \$\_\_\_\_\_ (which amount is equal to par, plus a premium of \$\_\_\_\_\_, and less a discount retained by the initial purchaser of \$\_\_\_\_\_) and no accrued interest.

EXECUTED and delivered this \_\_\_\_\_.

**CITY OF ROCKPORT, TEXAS**

\_\_\_\_\_  
Patty Howard, Finance Director

DRAFT DATE: DECEMBER 23, 2015

## PAYING AGENT/REGISTRAR AGREEMENT

***THIS PAYING AGENT/REGISTRAR AGREEMENT***, dated as of January 1, 2016 (this "***Agreement***"), is by and between the **CITY OF ROCKPORT, TEXAS**(the "***Issuer***") and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, Dallas, Texas (the "***Bank***"), a national banking association duly organized and operating under the laws of the United States of America.

***WHEREAS***, the Issuer has duly authorized and provided for the issuance of its **CITY OF ROCKPORT, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016** (the "***Securities***"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

***WHEREAS***, the Securities are scheduled to be delivered to the initial purchasers thereof on or about January 21, 2016; and

***WHEREAS***, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

***WHEREAS***, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

***NOW, THEREFORE***, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**SECTION 1.01. APPOINTMENT.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**SECTION 1.02. COMPENSATION.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**SECTION 2.01. DEFINITIONS.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**"Bank Office"** means the corporate trust or commercial banking office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

**"Fiscal Year"** means the fiscal year of the Issuer, ending September 30.

**"Holder"** and **"Security Holder"** each means the Person in whose name a Security is registered in the Security Register.

**"Legal Holiday"** means a day on which the Bank is required or authorized to be closed.

**"Ordinance"** means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

**"Predecessor Securities"** of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"**Redemption Date**" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"**Responsible Officer**" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"**Security Register**" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"**Stated Maturity**" means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

**SECTION 2.02. OTHER DEFINITIONS.** The terms "Bank," "Issuer," and "Securities" ("Security") have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "**Paying Agent/Registrar**" refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**SECTION 3.01. DUTIES OF PAYING AGENT.** (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Code and the Regulations it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the

Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

**SECTION 3.02. PAYMENT DATES.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

## **ARTICLE FOUR REGISTRAR**

**SECTION 4.01. SECURITY REGISTER - TRANSFERS AND EXCHANGES.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "*Security Register*") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**SECTION 4.02. SECURITIES.** The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

**SECTION 4.03. FORM OF SECURITY REGISTER.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**SECTION 4.04. LIST OF SECURITY HOLDERS.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**SECTION 4.05. RETURN OF CANCELLED SECURITIES.** The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

**SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES.** The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

**SECTION 4.07. TRANSACTION INFORMATION TO ISSUER.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**SECTION 5.01. DUTIES OF BANK.** The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**SECTION 5.02. RELIANCE ON DOCUMENTS, ETC.** (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

**SECTION 5.03. RECITALS OF ISSUER.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**SECTION 5.04. MAY HOLD SECURITIES.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**SECTION 5.05. MONEY HELD BY BANK.** The Bank shall deposit any moneys received from the Issuer into an account to be held in a fiduciary capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Property Code or inactive under Chapter 73 of the Property Code.

**SECTION 5.06. INDEMNIFICATION.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**SECTION 5.07. INTERPLEADER.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

**SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**SECTION 6.01. AMENDMENT.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**SECTION 6.02. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other.

**SECTION 6.03. NOTICES.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

**SECTION 6.04. EFFECT OF HEADINGS.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 6.05. SUCCESSORS AND ASSIGNS; MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

**SECTION 6.06. SEVERABILITY.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**SECTION 6.07. BENEFITS OF AGREEMENT.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**SECTION 6.08. ENTIRE AGREEMENT.** This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

**SECTION 6.09. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**SECTION 6.10. TERMINATION.** This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted, and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under the Agreement. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**SECTION 6.11. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: The Bank of New York Mellon Trust  
Company, N.A.  
Institutional Trust Services  
P.O. Box 2320  
Dallas, Texas 75221-2320

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ROCKPORT, TEXAS**

By: \_\_\_\_\_  
Title: Mayor

Address: 622 E. Market Street  
Rockport, Texas 78382

Attest:

\_\_\_\_\_  
City Secretary

**SCHEDULE A****PAYING AGENT/REGISTRAR FEE SCHEDULE**

*See Attached Fee Schedule*

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 17**

Hear and deliberate on presentation of Rockport-Fulton Area Chamber of Commerce Compass Report: Guidance, Promotion and Support.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Chamber President Tiffanie Hoover will present the Chamber's accompanying quarterly report.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Not an action item.

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Compass Report by Tiffanie Hoover January 2016

# Chamber Academy

Helping small businesses one session at a time

Quarterly Attendance Totals

- Business Breakfasts (2 sessions = 53 people)
- Simply Social Media (3 sessions = 30 people)
- Lunch & Learns (3 sessions = 25 people)
- Tech Tuesdays (3 sessions = 34 people)

... Hospitality Training (3 sessions = 25 people)



# Shop Small Business Saturday Nov. 28

- More than 30 stores participated
- Nearly 300 Round About Drawing cards turned in
- 12 prizes given away (Total value over \$500)
- Of the 12 prizes, 3 of the winners were from out of town (Dallas and San Antonio)

Lots of good feedback to implement for next year



# Oct – Dec Quarter in Review

## Your Chamber is a Tool

Chairman's Message.....by Tiffanie Hoover



As your Chairman of the Board, let me take this opportunity to explain the activities and accomplishments of this last quarter of the year.

October started off with the success of Seafair. We tried some new things this year with the Battle of the Bands, Wakeboard Competition and the Chili Cook-off. All went great and added to the overall experience of Seafair.

This event boosts our local economy as locals and visitors spend money in our community. I am grateful to Eric Heller and his entire committee for stepping up and bringing us a fantastic 41st Rockport-Fulton Seafair. Chairman-elect Rick McKinney, myself and Diane Probst traveled to Austin for the annual Texas Chamber of Commerce Executives Volunteer Conference. We heard a very helpful presentation about governance for non-profit organizations and learned more about governmental affairs. I am pleased with the progress of our newly formed Governmental Affairs Council as this quarter they have had great discussions on many tough issues with the Proposition elections, a windstorm multi-state conference call and the proposed regulations for Offshore Drilling as they pertain to coastal communities. The Business After Hours at Eling Coastal Real Estate was outstanding. We salute this business for raising the bar on renovating buildings. Great job!

November was a packed month with highlights of a great Chamber "holidays" luncheon and a Business After Hours treating our Winter Texans at Camper Clinic. The feature of the event was a salute to our First Responders. We are so grateful to everyone for working together to make great things happen for our community.

December has been great with advancing the Clean-Up Task Force into the Keep Aransas County Beautiful group. We look forward to great work there as the Board is forming, a mission statement is being created and clean up approval dates are underway.

Our Board of Director meetings have been filled with lots of information so Board members can get up-to-date information on the construction of the plants in nearby San Patricio County. They have heard from Cheniere, Voestalpine, and OxyChem Ethylene this quarter. All of this information will be made available to you during the Windshield Tour Jan. 27.

Remember, the Chamber is your tool to advance your business and the best way to do this is to read the Monday Memo and take advantage of all the programs offered to you.

Our next quarter will be exciting as we begin the 2016 year. Let's keep up the great customer service as we greet the many winter visitors enjoying our area. I am doing my best to make every committee, council, task force meetings, luncheons, Business After Hours, etc. that I possibly can. My schedule should permit me to attend more ribbon cuttings and groundbreakings in the coming year.

# Questions & Discussion

## Upcoming Events

Jan. 27 – Windshield Bus Tour

Jan. 28 – Business After Hours at GLOW

Feb. 9 – Chamber Luncheon



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 12, 2016**

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**AGENDA ITEM: 18**

Deliberate and act on first reading of an ordinance amending The City of Rockport Code of Ordinances Chapter 50 “FLOODS”.

**SUBMITTED BY:** Public Works Director Mike Donoho

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** On February 17, 2016, the new FEMA Flood Insurance Rate Maps will go into effect and an updated Floodplain Management Ordinance must be adopted by then.

In preparation for these required changes, on November 17, 2015, council approved entering into a contract with Lockwood Andrews and Newman, Inc. (LAN) Engineering to assist in developing higher floodplain development standards and participating in the Community Rating System (CRS). The proposed amendments to the ordinance incorporates Council’s input, LAN’s recommendations, as well as comments from a preliminary review by FEMA.

Highlights of the revisions compared to the existing ordinance include:

- FEMA requires that a Statutory Authorization clause be added.
- FEMA requires a Severability Statement.
- We have added an 18” freeboard requirement throughout the Special Flood Hazard Area.
- Additions and modifications were made to Definitions.
- The new FIRM, dated February 17, 2016 is declared to be adopted as part of the ordinance.

Highlights of the revisions compared to the draft ordinance submitted to Council in December 2015 include:

- All language was removed regarding an 18” freeboard outside of the special flood hazard area.
- Some of the initially proposed new definitions and/or language was removed for consideration based on recommendations from FEMA or consultants.

See the attached draft of the recommended new ordinance for additional information.

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**FISCAL ANALYSIS:** NA

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**RECOMMENDATION:** Staff recommends approval on first reading of an ordinance amending The City of Rockport Code of Ordinances Chapter 50 “FLOODS”, as presented.

**FEMA REQUIRES:**

**\*\*\* "Citation of Statutory Authority" \*\*\***

**This is what is provided in the FEMA Template:**

**STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS**

**SECTION A. STATUTORY AUTHORIZATION**

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the {governing body} of {community name}, Texas does ordain as follows:

**\*\*\* Also need "Severability Section" \*\*\***

**(I have included it in the "Header" in blue)**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 50 "FLOODS", BY PROVIDING CHANGES AND HIGHER STANDARDS FOR COMPLIANCE WITH THE FLOOD INSURANCE RATE MAPS EFFECTIVE FEBRUARY 17, 2016 ; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS:**

**ARTICLE I. IN GENERAL**

**Sec. 50-1. Drainage policy, requirements, purpose, jurisdiction.**

36 Stormwater can cause severe injury and property damage. The adoption of a comprehensive policy,  
 37 which incorporates a master drainage plan with specific designs relating to the problems associated  
 38 with stormwater in the city is intended to reduce the risk of injury and property damage, but such  
 39 policy cannot prevent these occurrences.

40 As the city grows and more land becomes improved, the stormwater drainage system must be able  
 41 to accommodate the increased flow of stormwater so as to reduce the risk of such injury and  
 42 property damage. Planning for this growth is the purpose of adoption of and adherence to the Storm  
 43 Drainage Master Plan and the Storm Drainage Design Manual.

44 The Storm Drainage Master Plan and Storm Drainage Design Manual, as hereafter adopted or as  
 45 amended, shall be followed in all planning, design and construction of storm drainage facilities  
 46 within the city and its extraterritorial jurisdiction (ETJ) where applicable.

47 **Sec. 50-2. Storm Drainage Master Plan adopted.**

48 The Storm Drainage Master Plan, dated December 2000, is hereby adopted in its entirety as if set  
 49 out at length in this section.

50 **Sec. 50-3. Storm Drainage Design Manual adopted.**

51 The Storm Drainage Design Manual, dated December 2000, is hereby adopted in its entirety as if  
 52 set out at length in this section.

53 **Sec. 50-4. Permanent record.**

54 A true and correct copy of the Storm Drainage Master Plan and Storm Drainage Design Manual,  
 55 as adopted or as may be hereafter amended, shall be kept in the office of the city secretary.

56 **Secs. 50-5—50-25. Reserved.**

57 **ARTICLE II. FLOOD DAMAGE PREVENTION\***

58 **DIVISION 1. GENERALLY**

59 **Sec. 50-26. Definitions.**

60 The following words, terms and phrases, when used in this article, shall have the meanings ascribed  
 61 to them in this section, except where the context clearly indicates a different meaning. Unless  
 62 specifically defined below, words or phrases used in this article shall be interpreted to give them  
 63 the meaning they have in common usage and to give this article its most reasonable application.

64 **Appurtenant Structure, also referred to as an accessory building, means a permanent building**  
 65 **that is incidental and subordinate to the main use of the property. An accessory building is**  
 66 **always located on the same lot as the main building and shall not be used as a secondary**

67 **residence or for commercial use. Examples of accessory buildings include: garages, barns,**  
 68 **storage buildings and workshops.**

69 *Appeal* means a request for a review of the floodplain administrator's interpretation of any  
 70 provision of this article or a request for a variance.

71 ***Area of Future Conditions Flood Hazard* – means the land area that would be inundated by**  
 72 **the 1-percent-annual chance (100 year) flood based on future conditions hydrology.**

73 *Area of shallow flooding* means a designated AO, AH or VO zone on a community's flood  
 74 insurance rate map (FIRM) with a one percent chance or greater annual chance of flooding to an  
 75 average depth of one to three feet where a clearly defined channel does not exist, where the path  
 76 of flooding is unpredictable and where velocity flow may be evident. Such flooding is  
 77 characterized by ponding or sheet flow.

78 *Area of special flood hazard* means the land in the floodplain within a community subject to a one-  
 79 percent or greater chance of flooding in any given year. The area may be designated as zone A on  
 80 the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in  
 81 preparation for publication of the FIRM, **Z**one A usually is refined into zones A, AE, AH, AO,  
 82 A1-99, VO, V1-30, VE or V.

83 *Base flood* means the flood having a one-percent chance of being equalled or exceeded in any  
 84 given year.

85 ***Base Flood Elevation (BFE)* means the elevation shown on the Flood Insurance Rate Map**  
 86 **(FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH,**  
 87 **A1-A30, AR, V1—V30 or VE that indicates the water surface elevation resulting from the**  
 88 **flood that has a 1% chance of being equaled or exceeded in any given year – also called the**  
 89 **Base Flood.**

90 ***Basement* means any area of the building having its floor subgrade below ground level on all**  
 91 **sides.**

92 *Breakaway walls* means a wall that is not part of the structural support of the building and is  
 93 intended through its design and construction to collapse under specific lateral loading forces,  
 94 without causing damage to the elevated portion of the building or supporting foundation system.

95 *Coastal high hazard area* means the area subject to high velocity waters, including but not limited  
 96 to hurricane wave wash or tsunamis. The area is designated on a FIRM as zone V1-30, VE or V.

97 *Critical feature* means an integral and readily identifiable part of a flood protection system, without  
 98 which the flood protection provided by the entire system would be compromised.

99 *Development* means any manmade change to improved or unimproved real estate, including but  
 100 not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating  
 101 or drilling operations or storage of equipment or materials.

102 *Elevated building* means a non-basement building that is built, in the case of a building in **Z** zones  
 103 A1-30, AE, A, A99, AO, AH, B, C, X and D, to have the top of the elevated floor **bottom of the**  
 104 **lowest elevated floor**, or in the case of a building in zones V1-30, VE or V, to have the bottom of  
 105 the lowest horizontal structural member of the elevated floor elevated above the ground level by  
 106 means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water, and  
 107 that is adequately anchored so as not to impair the structural integrity of the building during a flood  
 108 of up to the magnitude of the base flood. In the case of zones A1-30, AE, A, A99, AO, AH, B, C,  
 109 X and D, the term "elevated building" also includes a building elevated by means of fill or solid  
 110 foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of  
 111 floodwaters. In the case of zones V1-30, VE or V, the term "elevated building" also includes a  
 112 building otherwise meeting the definition of "elevated building," even though the lower area is  
 113 enclosed by means of breakaway walls if the breakaway walls meet the standards of [section 50-](#)  
 114 [80\(4\)](#).

115 ***Enclosure means a fully enclosed area below the lowest floor that is usable solely for parking***  
 116 ***of vehicles, building access or storage in an area other than a basement. To qualify as an***  
 117 ***enclosure, the area must meet the non-elevation design requirements of 44CFR 60.3. See***  
 118 ***also the definition of lowest floor.***

119 *Existing construction, for the purposes of determining rates*, means structures for which the start  
 120 of construction commenced before the effective date of the FIRM or before January 1, 1975, for  
 121 FIRMs effective before that date. Existing construction may also be referred to as "existing  
 122 structures."

123 *Existing manufactured home park or subdivision* means a manufactured home park or subdivision  
 124 for which the construction of facilities for servicing the lots on which the manufactured homes are  
 125 to be affixed (including, at a minimum, the installation of utilities, the construction of streets and  
 126 either final site grading or the pouring of concrete pads) is completed before July 1, 1990.

127 *Expansion to an existing manufactured home park or subdivision* means the preparation of  
 128 additional sites by the construction of facilities for servicing the lots on which the manufactured  
 129 homes are to be affixed (including the installation of utilities, the construction of streets and either  
 130 final site grading or the pouring of concrete pads).

131 *Flood or flooding* means a general and temporary condition of partial or complete inundation of  
 132 normally dry land areas from:

- 133 (1) The overflow of inland or tidal waters.
- 134 (2) The unusual and rapid accumulation or runoff of surface waters from any source.

135 ***Flood Elevation Study – means an examination, evaluation and determination of flood***  
 136 ***hazards and, if appropriate, corresponding water surface elevations, or an examination,***  
 137 ***evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion***  
 138 ***hazards.***

139 *Flood insurance rate map (FIRM)* means an official map of a community, on which the Federal  
 140 Emergency Management Agency has delineated both the areas of special flood hazard and the risk  
 141 premium zones applicable to the community.

142 *Flood Insurance Study* means the official report provided by the Federal Emergency Management  
 143 Agency. The report contains flood profiles, water surface elevation of the base flood, as well as  
 144 the flood boundary-floodway map.

145 *Flood protection system* means those physical structural works for which funds have been  
 146 authorized, appropriated and expended and which have been constructed specifically to modify  
 147 flooding in order to reduce the extent of the areas within a community subject to a special flood  
 148 hazard and the extent of the depths of associated flooding. Such a system typically includes  
 149 hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works  
 150 are those constructed in conformance with sound engineering standards.

151 *Floodplain or flood-prone area* means any land area susceptible to being inundated by water from  
 152 any source (See Flooding).

153 *Floodplain management* means the operation of an overall program of corrective and preventive  
 154 measures for reducing flood damage, including but not limited to emergency preparedness plans,  
 155 flood control works and floodplain management regulations.

156 *Floodplain management regulations* means zoning ordinances, subdivision regulations, building  
 157 codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading  
 158 ordinance and erosion control ordinance) and other applications of police power. The term  
 159 describes such state or local regulations, or any combination thereof, which provide standards for  
 160 the purpose of flood damage prevention and reduction.

161 *Flood proofing* means any combination of structural and nonstructural additions, changes or  
 162 adjustments to structures which reduce or eliminate flood damage to real estate or improved real  
 163 property, water and sanitary facilities, structures and their contents.

164 *Functionally dependent use* means a use which cannot perform its intended purpose unless it is  
 165 located or carried out in close proximity to water. The term includes only docking facilities, port  
 166 facilities that are necessary for the loading and unloading of cargo or passengers, and ship building  
 167 and ship repair facilities, but does not include long term storage or related manufacturing facilities.

168 *Highest adjacent grade* means the highest natural elevation of the ground surface prior to  
 169 construction next to the proposed walls of a structure.

170 *Historic structure* means any structure that is:

171 (1) Listed individually in the National Register of Historic Places (a listing maintained  
 172 by the Department of Interior) or preliminarily determined by the Secretary of the Interior  
 173 as meeting the requirements for individual listing on the National Register.

174 (2) Certified or preliminarily determined by the Secretary of the Interior as contributing  
 175 to the historical significance of a registered historic district or a district preliminarily  
 176 determined by the secretary to qualify as a registered historic district.

177 (3) Individually listed on a state inventory of historic places in states with historic  
 178 preservation programs which have been approved by the Secretary of the Interior.

179 (4) Individually listed on a local inventory of historic places in communities with historic  
 180 preservation programs that have been certified either:

181 a. By an approved state program as determined by the Secretary of the Interior; or

182 b. Directly by the Secretary of the Interior in states without approved programs.

183 *Levee* means a manmade structure, usually an earthen embankment, designed and constructed in  
 184 accordance with sound engineering practices to contain, control or divert the flow of water so as  
 185 to provide protection from temporary flooding.

186 *Levee system* means a flood protection system which consists of a levee, or levees, and associated  
 187 structures, such as closure and drainage devices, which are constructed and operated in accordance  
 188 with sound engineering practices.

189 *Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An  
 190 unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or  
 191 storage in an area other than a basement area is not considered a building's lowest floor, provided  
 192 that such enclosure is not built so as to render the structure in violation of the applicable non-  
 193 elevation design requirements of this article (See [sections 50-77\(2\), \(3\), 50-79\(2\), 50-80\(4\)](#)).

194 *Manufactured home* means a structure, transportable in one or more sections, which is built on a  
 195 permanent chassis and is designed for use with or without a permanent foundation when attached  
 196 to the required utilities. The term "manufactured home" does not include a recreational vehicle.

197 *Manufactured home park or subdivision* means a parcel or contiguous parcels of land divided into  
 198 two or more manufactured home lots for rent or sale.

199 *Mean sea level, for the purposes of the National Flood Insurance Program*, means the ~~National~~  
 200 ~~Geodetic Vertical Datum (NGVD) of 1929~~ **North American Vertical Datum (NAVD) of 1988**  
 201 or other datum, to which base flood elevations shown on a community's flood insurance rate map  
 202 are referenced.

203 *New construction, for floodplain management purposes*, means structures for which the start of  
 204 construction commenced on or after July 1, 1990, **the effective date of a floodplain management**  
 205 **regulation adopted by a community** and includes any subsequent improvements to such  
 206 structures.

207 *New manufactured home park or subdivision* means a manufactured home park or subdivision for  
 208 which the construction of facilities for servicing the lots on which the manufactured homes are to  
 209 be affixed (including, at a minimum, the installation of utilities, the construction of streets and  
 210 either final site grading or the pouring of concrete pads) is completed on or after July 1, 1990.

211 **Non-residential structure means a structure including, but not limited to: small business**  
 212 **concerns, churches, schools, farm buildings (including grain bins and silos), pool houses,**  
 213 **clubhouses, recreational buildings, mercantile structures, agricultural and industrial**  
 214 **structures, warehouses, hotels and motels with normal room rentals for less than 6 months'**  
 215 **duration, and nursing homes.**

216 **Reasonably safe from flooding means base flood waters will not inundate the land or damage**  
 217 **structures to be removed from the SFHA and that any subsurface waters related to the base**  
 218 **flood will not damage existing or proposed buildings.**

219 *Recreational vehicle* means a vehicle which is:

- 220 (1) Built on a single chassis;
- 221 (2) Four hundred square feet or less when measured at the largest horizontal projection;
- 222 (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- 223 (4) Designed primarily not for use as a permanent dwelling but as temporary living  
 224 quarters for recreational, camping, travel or seasonal use.

225 **Regulatory Floodway - means the channel of a river or other watercourse and the adjacent**  
 226 **land areas that must be reserved in order to discharge the base flood without cumulatively**  
 227 **increasing the water surface elevation more than a designated height.**

228 **Residential structure means a structure that is considered to be a domicile or is used for**  
 229 **residential purposes for 6 months or more. Residential structures include a single family**  
 230 **home, multiple unit apartment buildings, a residential condominium, or a manufactured or**  
 231 **modular home.**

232 **Riverine – means relating to, formed by, or resembling a river (including tributaries),**  
 233 **stream, brook, etc.**

234 *Sand dunes* means naturally occurring accumulations of sand in ridges or mounds landward of the  
 235 beach.

236 *Start of construction* (for other than new construction or substantial improvements under the  
 237 Coastal Barrier Resources Act [P.L. 97-348]), includes substantial improvement and means the  
 238 date the building permit was issued, provided the actual start of construction, repair,  
 239 reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of  
 240 the permit date. The actual start means either the first placement of permanent construction of a

241 structure on a site, such as the pouring of slab or footings, the installation of piles, the construction  
 242 of columns or any work beyond the stage of excavation; or the placement of a manufactured home  
 243 on a foundation. Permanent construction does not include land preparation, such as clearing,  
 244 grading and filling; nor does it include the installation of streets and/or walkways; nor does it  
 245 include excavation for basement, footings, piers or foundations or the erection of temporary forms;  
 246 nor does it include the installation on the property of accessory buildings, such as garages or sheds  
 247 not occupied as dwelling units or not part of the main structure. For a substantial improvement,  
 248 the actual start of construction means the first alteration of any wall, ceiling, floor or other  
 249 structural part of a building, whether or not that alteration affects the external dimensions of the  
 250 building.

251 *Structure* means a walled and roofed building, including a gas or liquid storage tank, that is  
 252 principally above ground, as well as a manufactured home.

253 *Substantial damage* means damage of any origin sustained by a structure whereby the cost of  
 254 restoring the structure to its condition before damaged would equal or exceed 50 percent of the  
 255 market value of the structure before the damage occurred.

256 *Substantial improvement* means any reconstruction, rehabilitation, addition or improvement of a  
 257 structure, the cost of which equals or exceeds 50 percent of the market value of the structure before  
 258 the start of construction of the improvement. This term includes structures which have incurred  
 259 substantial damage, regardless of the actual repair work performed. The term does not, however,  
 260 include either:

261 (1) Any project for improvement of a structure to correct existing violations of state or  
 262 local health, sanitary or safety code specifications which have been identified by the local  
 263 code enforcement official and which are the minimum necessary to ensure safe living  
 264 conditions; or

265 (2) Any alteration of a historic structure, provided that the alteration will not preclude  
 266 the structure's continued designation as a historic structure.

267 *Variance* means a grant of relief to a person from the requirements of this article **Section 60.6 of**  
 268 **the National Flood Insurance Program regulations** when specific enforcement would result in  
 269 unnecessary hardship. A variance, therefore, permits construction or development in a manner  
 270 otherwise prohibited by this article.

271 *Violation* means the failure of a structure or other development to be fully compliant with the  
 272 community's floodplain management regulations. A structure or other development without the  
 273 elevation certificate, or other certifications, or other evidence of compliance as required is  
 274 presumed to be in violation until such time as that documentation is provided.

275 *Water surface elevation* means the height, in relation to the ~~National Geodetic Vertical Datum~~  
 276 ~~(NGVD) of 1929~~ **North American Vertical Datum (NAVD) of 1988** (or other datum, where  
 277 specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine  
 278 areas.

279 **Sec. 50-27. Lands to which this article applies.**

280 This article shall apply to all areas of special flood hazard within the jurisdiction of the city.

281 **Sec. 50-28. Basis for establishing areas of special flood hazard.**

282 The areas of special flood hazard identified by the Federal Emergency Management Agency in a  
 283 **the current** scientific and engineering report entitled "The Flood Insurance Study (**FIS**) for  
 284 **Aransas County, Texas and Incorporated Areas,** the City of Rockport," dated **February 17,**  
 285 **2016** ~~March 4, 1985,~~ with accompanying **Flood Insurance Rate Maps (FIRM), dated February**  
 286 **17, 2016,** and flood boundary floodway maps (FIRM and FBFM) and any revisions thereto are  
 287 hereby adopted by reference and declared to be a part of this article.

288 **Sec. 50-29. Establishment of development permit.**

289 A development permit shall be required to ensure conformance with the provisions of this article.

290 **Sec. 50-30. Compliance.**

291 ~~After July 1, 1990, n~~**No** structure or land shall be located, altered or have its use changed without  
 292 full compliance with the terms of this article and other applicable regulations.

293 **Sec. 50-31. Abrogation and greater restrictions.**

294 This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed  
 295 restrictions. However, where this article and another provision conflict or overlap, whichever  
 296 imposes the more stringent restrictions shall prevail.

297 **Sec. 50-32. Interpretation.**

298 In the interpretation and application of this article, all provisions shall be considered as minimum  
 299 requirements; liberally construed in favor of the governing body; and deemed neither to limit nor  
 300 repeal any other powers granted under state statutes.

301 **Sec. 50-33. Warning and disclaimer of liability.**

302 (a) The degree of flood protection required by this article is considered reasonable for regulatory  
 303 purposes and is based on scientific and engineering considerations. On rare occasions greater  
 304 floods can and will occur and flood heights may be increased by manmade or natural causes. This  
 305 article does not imply that land outside the areas of special flood hazard or uses permitted within  
 306 such areas will be free from flooding or flood damages.

307 (b) This article shall not create liability on the part of the community or any official or employee  
 308 thereof for any flood damages that result from reliance on this article or any administrative decision  
 309 lawfully made thereunder.

310  **Sec. 50-34. Penalty.**

311 Any person who violates any provision of this article shall be guilty of a misdemeanor, and upon  
 312 conviction shall be fined as provided in [section 1-7\(a\)](#). The city may also direct the city attorney  
 313 to bring a civil action in a court of competent jurisdiction to enforce the provisions of this article.

314 **Secs. 50-35—50-45. Reserved.**

315 **DIVISION 2. FINDINGS OF FACT; PURPOSE; METHODS**

316 **Sec. 50-46. Findings of fact.**

317 (a) The flood hazard areas of the city are subject to periodic inundation which results in loss of  
 318 life and property, health and safety hazards, disruption of commerce and governmental services,  
 319 and extraordinary public expenditures for flood protection and relief, all of which adversely affect  
 320 the public health, safety and general welfare.

321 (b) These flood losses are created by the cumulative effect of obstructions in floodplains which  
 322 cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by  
 323 uses vulnerable to floods and hazardous to other lands because they are inadequately elevated,  
 324 flood-proofed or otherwise protected from flood damage.

325 **Sec. 50-47. Statement of purpose.**

326 It is the purpose of this article to promote the public health, safety and general welfare and to  
 327 minimize public and private losses due to flood conditions in specific areas by provisions designed  
 328 to:

329 (1) Protect human life and health.

330 (2) Minimize expenditure of public money for costly flood control projects.

331 (3) Minimize the need for rescue and relief efforts associated with flooding and generally  
 332 undertaken at the expense of the general public.

333 (4) Minimize prolonged business interruptions.

334 (5) Minimize damage to public facilities and utilities such as water and gas mains,  
 335 electric, telephone and sewer lines, streets and bridges located in floodplains.

336 (6) Help maintain a stable tax base by providing for the sound use and development of  
 337 flood-prone areas in such a manner as to minimize future flood blight areas.

338 (7) Ensure that potential buyers are notified that property is in a flood area.

339 **Sec. 50-48. Methods of reducing flood losses.**

340 In order to accomplish its purposes, this article uses the following methods:

341 (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of  
342 flood, or cause excessive increases in flood heights or velocities.

343 (2) Require that uses vulnerable to floods, including facilities which serve such uses, be  
344 protected against flood damage at the time of initial construction.

345 (3) Control the alteration of natural floodplains, stream channels and natural protective  
346 barriers, which are involved in the accommodation of floodwaters.

347 (4) Control filling, grading, dredging and other development which may increase flood  
348 damage.

349 (5) Prevent or regulate the construction of flood barriers which will unnaturally divert  
350 floodwaters or which may increase flood hazards to other lands.

351

352 **Secs. 50-49—50-60. Reserved.**

353

### DIVISION 3. ADMINISTRATION

354 **Sec. 50-61. Designation of floodplain administrator.**

355 **The city manager, or the city manager's designee, is appointed the floodplain administrator**  
356 **to administer and implement the provisions of this ordinance and other appropriate**  
357 **sections of 44 CFR (Emergency Management and Assistance – National Flood Insurance**  
358 **Program Regulations) pertaining to floodplain management. The floodplain administrator**  
359 **is to be assisted by the building inspector with knowledge of construction practices and**  
360 **representing developmental services.**

361

362 ~~The floodplain administrator shall be the designated authority charged with the administration and~~  
363 ~~enforcement of this article.~~

364 **Sec. 50-62. Duties, responsibilities of administrator.**

365 Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the  
366 following:

367 (1) Maintain and hold open for public inspection all records pertaining to the provisions  
368 of this article.

369 (2) Review permit applications to determine whether proposed building sites, **including**  
370 **the placement of manufactured homes,** will be reasonably safe from flooding.

371 (3) Review, approve or deny all applications for development permits required by this  
372 article.

373 (4) Review permits for proposed development to ensure that all necessary permits have  
374 been obtained from those federal, state or local governmental agencies **(including Section**  
375 **404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334)**  
376 from which prior approval is required.

377 (5) Where interpretation is needed as to the exact location of the boundaries of the areas  
378 of special flood hazards (for example, where there appears to be a conflict between a  
379 mapped boundary and actual field conditions) the floodplain administrator shall make the  
380 necessary interpretation.

381 (6) Notify, in riverine situations, adjacent communities and the **State Coordinating**  
382 **Agency which is the Texas Water Development Board (TWDB) and also the Texas**  
383 **Commission on Environmental Quality (TCEQ),** ~~state water commission~~ prior to any  
384 alteration or relocation of a watercourse, and submit evidence of such notification to the  
385 Federal Emergency Management Agency.

386 (7) **Assure** ~~Ensure~~ that the flood-carrying capacity within the altered or relocated portion  
387 of any watercourse is maintained.

388 (8) When base flood elevation data has not been provided in accordance with [section 50-](#)  
389 [28](#), the floodplain administrator shall obtain, review and reasonably utilize any base flood  
390 elevation data and floodway data available from a federal, state or other source, in order to  
391 administer the provisions of [division 4](#) of this article.

392 (9) When a regulatory floodway has not been designated, the floodplain administrator  
393 must require that no new construction, substantial improvements or other development  
394 (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM,  
395 unless it is demonstrated that the cumulative effect of the proposed development, when  
396 combined with all other existing and anticipated development, will not increase the water  
397 surface elevation of the base flood more than one foot at any point within the community.

398 **(10) The Floodplain Administrator, or his duly authorized representative, may enter**  
399 **any building, structure or premise to perform any duties imposed upon him by these**  
400 **regulations.**

401 **(11) The Floodplain Administrator may revoke a permit issued under the provisions**  
402 **of this regulation if there has been any false statement or misrepresentation as to a**  
403 **material fact in the application or plans upon which the permit or approval was based.**

404

405 **Sec. 50-63. Permit procedures.**

406 (a) Application for a development permit shall be presented to the floodplain administrator on  
 407 forms furnished by him and may include, but not be limited to, plans in duplicate drawn to scale  
 408 showing the location, dimensions and elevation of proposed landscape alterations, existing and  
 409 proposed structures, **including the placement of manufactured homes,** and the location of the  
 410 foregoing in relation to areas of special flood hazard. Additionally, the following information is  
 411 required:

412 (1) Elevation, in relation to mean sea level, of the lowest floor (including basement) of  
 413 all new and substantially improved structures.

414 (2) Elevation, in relation to mean sea level, to which any non-residential structure shall  
 415 be flood-proofed.

416 (3) A certificate from a registered professional engineer or architect that the  
 417 nonresidential flood-proofed structure shall meet the flood-proofing criteria of [section 50-](#)  
 418 [77\(2\)](#).

419 (4) Description of the extent to which any watercourse or natural drainage will be altered  
 420 or relocated as a result of proposed development.

421 **(5) Issuance of a floodplain permit does not relieve the applicant of the**  
 422 **responsibility of obtaining other required federal, state or local permits.**

423 **(6)**(5) Maintain a record of all such information in accordance with [section 50-62\(1\)](#).

424 (b) Approval or denial of a development permit by the floodplain administrator shall be based  
 425 on all of the provisions of this article and the following relevant factors:

426 (1) The danger to life and property due to flooding or erosion damage.

427 (2) The susceptibility of the proposed facility and its contents to flood damage and the  
 428 effect of such damage on the individual owner.

429 (3) The danger that materials may be swept onto other lands to the injury of others.

430 (4) The compatibility of the proposed use with existing and anticipated development.

431 (5) The safety of access to the property in times of flood for ordinary and emergency  
 432 vehicles.

433 (6) The costs of providing governmental services during and after flood conditions,  
 434 including maintenance and repair of streets and bridges, and public utilities and facilities,  
 435 such as sewer, gas, electrical and water systems.

436 (7) The expected heights, velocity, duration, rate of rise and sediment transport of the  
 437 floodwaters and the effects of wave action, if applicable, expected at the site.

- 438 (8) The necessity to the facility of a waterfront location, where applicable.
- 439 (9) The availability of alternative locations, not subject to flooding or erosion damage,  
440 for the proposed use.
- 441 (10) The relationship of the proposed use to the comprehensive plan for that area.

442 **Sec. 50-64. Variance procedures.**

- 443 (a) The city council shall hear and render judgment on requests for variances from the  
444 requirements of this article.
- 445 (b) The city council shall hear and render judgment on an appeal only when it is alleged there  
446 is an error in any requirement, decision, or determination made by the floodplain administrator in  
447 the enforcement or administration of this article.
- 448 (c) Any person aggrieved by the decision of the city council may appeal such decision in a court  
449 of competent jurisdiction.
- 450 (d) The floodplain administrator shall maintain a record of all actions involving an appeal and  
451 shall report variances to the Federal Emergency Management Agency upon request.
- 452 (e) Variances may be issued for the repair or rehabilitation of historic structures upon a  
453 determination that the proposed repair or rehabilitation will not preclude the structure's continued  
454 designation as a historic structure and the variance is the minimum necessary to preserve the  
455 historic character and design of the structure.
- 456 (f) Variances may be issued for new construction and substantial improvements to be erected  
457 on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures  
458 constructed below the base flood level, providing the relevant factors in [section 50-63\(b\)](#) have  
459 been fully considered. As the lot size increases beyond the one-half acre, the technical justification  
460 required for issuing the variance increases.
- 461 (g) Upon consideration of the factors noted above and the intent of this article, the city council  
462 may attach such conditions to the granting of variances as it deems necessary to further the purpose  
463 and objectives of this article ([section 50-47](#)).
- 464 (h) Variances shall not be issued within any designated floodway if any increase in flood levels  
465 during the base flood discharge would result.
- 466 (i) Prerequisites for granting variances:
- 467 (1) Variances shall only be issued upon a determination that the variance is the minimum  
468 necessary, considering the flood hazard, to afford relief.

469 (2) Variances shall only be issued upon showing a good and sufficient cause; a  
 470 determination that failure to grant the variance would result in exceptional hardship to the  
 471 applicant; and a determination that the granting of a variance will not result in increased  
 472 flood heights, additional threats to public safety, extraordinary public expense, create  
 473 nuisances, cause fraud on or victimization of the public, or conflict with existing local laws  
 474 or ordinances.

475 (3) Any applicant to whom a variance is granted shall be given written notice that the  
 476 structure will be permitted to be built with the lowest floor elevation below the base flood  
 477 elevation, and that the cost of flood insurance will be commensurate with the increased risk  
 478 resulting from the lowest floor elevation.

479 (j) Variances may be issued by a community for new construction and substantial improvements  
 480 and for other development necessary for the conduct of a functionally dependent use provided that  
 481 the criteria outlined in subsections (a) through (i) of this section are met, and that the structure or  
 482 other development is protected by methods that minimize flood damages during the base flood and  
 483 create no additional threats to public safety.

484

485 **Secs. 50-65—50-75. Reserved.**

486

#### 487 **DIVISION 4. FLOOD HAZARD REDUCTION**

##### 488 **Sec. 50-76. General standards for all areas of special flood hazard.**

489 In all areas of special flood hazard the following provisions are required for all new construction  
 490 and substantial improvements:

491 (1) All new construction or substantial improvements shall be designed (or modified)  
 492 and adequately anchored to prevent flotation, collapse or lateral movement of the structure  
 493 resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

494 (2) All new construction or substantial improvements shall be constructed by methods  
 495 and practices that minimize flood damage.

496 (3) All new construction or substantial improvements shall be constructed with materials  
 497 resistant to flood damage.

498 (4) All new construction or substantial improvements shall be constructed with electrical,  
 499 heating, ventilation, plumbing and air conditioning equipment and other service facilities  
 500 that are designed and/or located so as **to be eighteen (18") inches above the base flood**  
 501 **elevation or,** prevent water from entering or accumulating within the components during  
 502 conditions of flooding.

503 (5) All new and replacement water supply systems shall be designed to minimize or  
504 eliminate infiltration of floodwaters into the system.

505 (6) New and replacement sanitary sewage systems shall be designed to minimize or  
506 eliminate infiltration of floodwaters into the system and discharge from the system into  
507 floodwaters.

508 (7) On-site waste disposal systems shall be located to avoid impairment to them or  
509 contamination from them during flooding.

510

511 **Sec. 50-77. Specific standards for certain areas.**

512 In all areas of special flood hazard where base flood elevation data has been provided as set forth  
513 in [section 50-28](#), [section 50-62](#)(8) or [section 50-78](#)(c), the following provisions are required:

514 (1) *Residential construction.* New construction or substantial improvement of any  
515 residential structure shall have the lowest floor, including basement, elevated ~~to or above~~  
516 **a minimum of eighteen (18") inches above** the base flood elevation. A registered  
517 professional engineer, architect or land surveyor shall submit a certification to the  
518 floodplain administrator that the standard of this subsection, as proposed in [section 50-](#)  
519 [63](#)(a)(1), is satisfied.

520 (2) *Non-residential construction.* New construction or substantial improvements of any  
521 commercial, industrial or other non-residential structure shall either have the lowest floor,  
522 including basement, elevated ~~to or above~~ **a minimum of eighteen (18") inches above** the  
523 base flood level or, together with attendant utility and sanitary facilities, be designed so  
524 that below the base flood level the structure is watertight with walls substantially  
525 impermeable to the passage of water and with structural components having the capability  
526 of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered  
527 professional engineer or architect shall develop and/or review structural design,  
528 specifications and plans for the construction, and shall certify that the design and methods  
529 of construction are in accordance with accepted standards of practice as outlined in this  
530 article. A record of such certification which includes the specific elevation in relation to  
531 mean sea level, to which such structures are flood-proofed shall be maintained by the  
532 floodplain administrator.

533 (3) *Enclosures.* New construction and substantial improvements, with fully enclosed  
534 areas below the lowest floor that are subject to flooding shall be designed to automatically  
535 equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of  
536 floodwaters. Designs for meeting this requirement must either be certified by a registered  
537 professional engineer or architect or meet or exceed the following minimum criteria:

538 a. A minimum of two openings **on separate walls** having a total net area of not less  
 539 than one square inch for every square foot of enclosed area subject to flooding shall  
 540 be provided.

541 b. The bottom of all openings shall be no higher than one foot above grade.

542 c. Openings may be equipped with screens, louvers, valves or other coverings or  
 543 devices provided that they permit the automatic entry and exit of floodwaters.

544 (4) *Manufactured homes.*

545 a. Require that all manufactured homes to be placed within zone A **on a**  
 546 **community's FIRM** shall be installed using methods and practices which minimize  
 547 flood damage. For the purpose of this requirement, manufactured homes must be  
 548 elevated and anchored to resist flotation, collapse or lateral movement. Methods of  
 549 anchoring may include, but are not limited to, use of over-the-top or frame ties to  
 550 ground anchors. This requirement is in addition to applicable state and local anchoring  
 551 requirements for resisting wind forces.

552 b. Require that manufactured homes that are placed or substantially improved within  
 553 zones A1-30, AH and AE, **V1-30, VE and/or V** on the community's FIRM on sites:  
 554 outside of a manufactured home park or subdivision; in a new manufactured home  
 555 park or subdivision; in an expansion to an existing manufactured home park or  
 556 subdivision; or in an existing manufactured home park or subdivision on which a  
 557 manufactured home has incurred substantial damage as a result of a flood, be elevated  
 558 on a permanent foundation such that the lowest floor of the manufactured home is  
 559 elevated ~~to or above~~ **a minimum of eighteen (18") inches above** the base flood  
 560 elevation and is securely anchored to an adequately anchored foundation system to  
 561 resist flotation, collapse and lateral movement.

562 c. Require that manufactured homes that are placed or substantially improved on  
 563 sites in an existing manufactured home park or subdivision within zones A1-30, AH  
 564 and AE on the community's FIRM that are not subject to the provisions of this  
 565 subsection be elevated so that either:

566 1. The lowest floor of the manufactured home ~~is to or above~~ **a minimum of**  
 567 **eighteen (18") inches above** the base flood elevation; or

568 2. The manufactured home chassis is supported by reinforced piers or other  
 569 foundation elements of at least equivalent strength that are no less than 36 inches  
 570 in height above grade and is securely anchored to an adequately anchored  
 571 foundation system to resist flotation, collapse and lateral movement.

572 (5) *Recreational vehicles.*

573 a. Require that recreational vehicles placed on sites within zones A1-30, AH and  
574 AE on the community's FIRM either:

575 1. Be on the site for fewer than 180 consecutive days;

576 2. Be fully licensed and ready for highway use; or

577 3. Meet the permit requirements of subsection (1) of this section and the  
578 elevation and anchoring requirements for manufactured homes in subsection (4)a  
579 of this section.

580 b. Require that recreational vehicles placed on sites within zones V1-30, V or VE  
581 on the community's FIRM either:

582 1. Be on the site for fewer than 180 consecutive days;

583 2. Be fully licensed and ready for highway use; or

584 3. Meet the requirements of subsections (1) and (4)c of this section.

585 c. A recreational vehicle is ready for highway use if it is on its wheels or jacking  
586 system, is attached to the site only by quick disconnect type utilities and security  
587 devices, and has no permanently attached additions.

588 **d. All recreational vehicles shall be capable of evacuation under its own power**  
589 **or if dependent on external power, the vehicle proposed for external power**  
590 **shall be in running condition.**

591  
592 **e. Egress of recreational vehicles shall not be prevented by stored or fixed items**  
593 **such as stairs, porches, store rooms, etc.**

594  
595 **f. Recreational vehicles stored on a homeowner's lot where the home is the**  
596 **primary residence are exempt from the 180 day permit regulations, subject to**  
597 **other ordinances or restrictions. These recreational vehicles must be**  
598 **unoccupied, not connected to neither water nor wastewater services, have a**  
599 **current motor vehicle license and inspection sticker and be capable of highway**  
600 **use.**

601

602

603 **Sec. 50-78. Standards for subdivision proposals.**

604 (a) All subdivision proposals including manufactured home parks and subdivisions shall be  
605 consistent with [sections 50-46](#) through [50-48](#)

606 (b) All proposals for the development of subdivisions including manufactured home parks and  
 607 subdivisions shall meet development permit requirements of [sections 50-29](#) and [50-63](#), and the  
 608 provisions of this division.

609 (c) Base flood elevation data shall be generated for subdivision proposals and other proposed  
 610 developments including manufactured home parks and subdivisions which are greater than 50 lots  
 611 or five acres, whichever is less, if not otherwise provided pursuant to [sections 50-28](#) or [50-62](#)(8).

612 (d) All subdivision proposals including manufactured home parks and subdivisions shall have  
 613 adequate drainage to reduce exposure to flood hazards.

614 (e) All subdivision proposals including manufactured home parks and subdivisions shall have  
 615 public utilities and facilities such as sewer, gas, electrical and water systems located and  
 616 constructed to minimize or eliminate flood damage.

617 **Sec. 50-79. Standards for areas of shallow flooding (AO/AH zones).**

618 Located within the areas of special flood hazard established in [section 50-28](#), are areas designated  
 619 as shallow flooding. These areas have special flood hazards associated with base flood depths of  
 620 one to three feet where a clearly defined channel does not exist and where the path of flooding is  
 621 unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding  
 622 or sheet flow; therefore, the following provisions shall apply:

623 (1) All new construction and substantial improvements of residential structures shall  
 624 have the lowest floor, including basement, elevated **a minimum of eighteen (18") inches**  
 625 **above base flood elevation or a minimum of eighteen (18") inches** above the highest  
 626 adjacent grade at least as high as the depth number specified in feet on the community's  
 627 FIRM (at least ~~two feet~~ **42 inches** if no depth number is specified).

628 (2) All new construction and substantial improvements of non-residential structures  
 629 shall:

630 a. Have the lowest floor, including basement, elevated above the highest adjacent  
 631 grade at least as high as the depth number specified in feet on the community's FIRM  
 632 (at least ~~two feet~~ **42 inches** if no depth is specified); or

633 b. Together with attendant utility and sanitary facilities, be designed so that below  
 634 the base flood level the structure is watertight with walls substantially impermeable to  
 635 the passage of water and with structural components having the capability of resisting  
 636 hydrostatic and hydrodynamic loads and effects of buoyancy.

637 (3) A registered professional engineer, architect or land surveyor shall submit a  
 638 certification to the floodplain administrator that the standards of this section, as proposed  
 639 in [section 50-63](#)(a)(1), are satisfied.

640 (4) Require within zones AH or AO adequate drainage paths around structures on slopes,  
641 to guide floodwaters around and away from proposed structures.

642 **Sec. 50-80. Standards for coastal high hazard areas.**

643 Located within the areas of special flood hazard established in [section 50-28](#) are areas designated  
644 as coastal high hazard areas (zones V1-30, VE and/or V). These areas have special flood hazards  
645 associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in  
646 addition to meeting all provisions outlined in this article, the following provisions shall also apply:

647 (1) Obtain the elevation, in relation to mean sea level, of the bottom of the lowest  
648 structural member of the lowest floor (excluding pilings and columns) of all new and  
649 substantially improved structures, and whether or not such structures contain a basement.  
650 The floodplain administrator shall maintain a record of all such information.

651 (2) All new construction shall be located landward of the reach of mean high tide.

652 (3) All new construction and substantial improvements, **including manufactured**  
653 **homes**, shall be elevated on pilings and columns so that:

654 a. The bottom of the lowest horizontal structural member of the lowest floor  
655 (excluding the pilings or columns) is elevated **a minimum of eighteen (18") inches**  
656 **above** ~~to or above~~ the base flood level.

657 b. The pile or column foundation and structure attached thereto is anchored to resist  
658 flotation, collapse and lateral movement due to the effects of wind and water loads  
659 acting simultaneously on all building components. Water loading values used shall be  
660 those associated with the base flood. Wind loading values used shall be those required  
661 by applicable state or local building standards.

662 c. A registered professional engineer or architect shall develop or review the  
663 structural design, specifications and plans for the construction and shall certify that the  
664 design and methods of construction to be used are in accordance with accepted  
665 standards of practice for meeting the provisions of subsection (3)a. and b. of this  
666 section.

667 (4) Provide that all new construction and substantial improvements have the space below  
668 the lowest floor either free of obstruction or constructed with nonsupporting breakaway  
669 walls, open wood lattice work, or insect screening intended to collapse under wind and  
670 water loads without causing collapse, displacement or other structural damage to the  
671 elevated portion of the building or supporting foundation system. For the purpose of this  
672 section, a breakaway wall shall have a design safe loading resistance of not less than ten  
673 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design  
674 safe loading resistance of 20 pounds per square foot (either by design or when so required  
675 by local or state codes) may be permitted only if a registered professional engineer or  
676 architect certifies that the designs proposed meet the following conditions:

677 a. Breakaway wall collapse shall result from a water load less than that which would  
678 occur during the base flood; and

679 b. The elevated portion of the building and supporting foundation system shall not  
680 be subject to collapse, displacement or other structural damage due to the effects of  
681 wind and water loads acting simultaneously on all building components (structural and  
682 nonstructural). Water loading values used shall be those associated with the base flood.  
683 Wind loading values used shall be those required by applicable state or local building  
684 standards.

685 (5) **If breakaway walls are used,** sSuch enclosed space shall be usable solely for parking  
686 of vehicles, building access or storage. **Such spaces shall not be used for human**  
687 **habitation.**

688 (6) Prohibit the use of fill for structural support of buildings.

689 (7) Prohibit manmade alteration of sand dunes and mangrove stands which would  
690 increase potential flood damage.

691