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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, May 26, 2015, 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. Presentation: Texas Forest Service "Tree City USA" award.
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 May 12, 2015.
6. Deliberate and act to confirm Mayoral re-appointments to various City of Rockport boards, committees and commissions.
7. Deliberate and act to confirm Mayoral appointments of City Council liaisons to various City of Rockport boards, committees and commissions.
8. Deliberate and act on Texas Community Development Block Grant 713411 Change Order Number 1 for West Terrace and South Doughty area water improvements.

### Regular Agenda

9. Hear and deliberate on project status report by YMCA Project Committee.
10. Hear and deliberate on presentation of highlights of Parks & Leisure Services Department activities.
11. ***Tabled May 12, 2015*** - Deliberate and act on first reading of an Ordinance amending the City of Rockport, Texas Code of Ordinances Chapter 54 "Health and Sanitation," by renaming Article I "In General" to Article I "Regulation of Single-Use Plastic (checkout) Bags"; setting definitions, prohibitions and requirements, scope and applicability, and exemptions; establishing implementation of a voluntary ban and setting date of mandatory compliance; and providing for effective date, reading, publication and severance.

12. Deliberate on preliminary FY 2015-2016 budget considerations.
13. Deliberate and act on classification and compensation study proposal by Condrey and Associates and authorizing the Mayor to negotiate and execute all necessary documents.
14. Deliberate and act on interlocal agreement with Aransas County for subdivision regulation within the extraterritorial jurisdiction of the City of Rockport.
15. Deliberate and act on proposal from Aransas County for replacement of audio visual equipment in the emergency operations center.

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 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:

17. Section 551.071(1)(A) and Section 551.071(2) Consultation with Attorney: Pending or contemplated litigation: 1) Templeton, 2) Petty, 3) Aumada, and 4) Bay Education Center.
18. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

### **Open Session**

19. 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.

20. 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, May 22, 2015, 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, May 26, 2015**

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**AGENDA ITEM: 3**

Presentation: Texas Forest Service Tree City USA award.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** To qualify as a Tree City USA community, a town or city must meet four standards established by the Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management program. They were also designed so that no community would be excluded because of size. The four standards for Tree City USA recognition are:

- **Standard 1:** A Tree Board or Committee.
- **Standard 2:** A Tree Care Ordinance.
- **Standard 3:** A community forestry program with an annual budget of at least \$2 per capita. Rockport's per capita budget is \$18,714.
- **Standard 4:** An Arbor Day Observance and Proclamation. Rockport did a Proclamation on Oct. 28, 2014, and held an Arbor Day Observance on Nov. 17<sup>th</sup> at Zachary Taylor Arboretum Park where the "Gift of Trees" poster contest winners from the Odyssey After-School Program were recognized.

The City of Rockport has received the Tree City USA award 16 times since 1998. There are more than 3,400 Tree City USA communities in the United States and 83 in Texas. Cuero and Victoria are the only other Tree City USA communities in this region. Texas State Forester Mark Kroeze will present the award to the City.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Not an action item.

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# Why your city should become a Tree City USA Community

The Tree City USA program provides direction, assistance, and national recognition to your community by supporting the framework for a sustainable urban forest.

- **Reduce costs** for energy, storm water management, and erosion control. Trees yield up to three times their cost in overall benefits to the city, averaging \$273 per tree.
- **Cut energy consumption** by up to 25%. Studies indicate that as few as three additional trees planted around each building in the United States could save our country \$2 billion, annually, in energy costs.
- **Boost property values** across your community. Properly placed trees can increase property values from 7-21% and buildings in wooded areas rent more quickly and tenants stay longer.
- **Build stronger ties** to your neighborhood and community. Trees and green spaces directly correlate to greater connections to the neighborhood and neighbors.
- **Honor your community** and demonstrate your commitment to a healthier environment through Arbor Day celebrations and Tree City USA recognition.

**Learn More:** [www.arborday.org/TreeCity](http://www.arborday.org/TreeCity)  
(888)448-7337  
E-mail: [TreeCity@arborday.org](mailto:TreeCity@arborday.org)

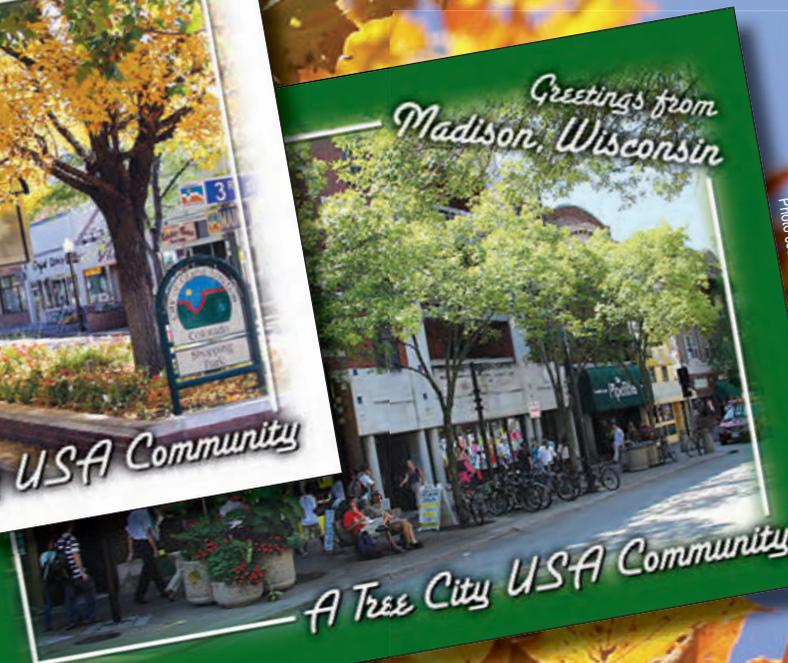


*Greetings from  
Grand Junction, Colorado*



*A Tree City USA Community*

*Greetings from  
Madison, Wisconsin*



*A Tree City USA Community*

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 5**

Deliberate and act on approval of City Council Regular Meeting Minutes of May 12, 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 May 12, 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, May 12, 2015 Rockport City Hall, 622 East Market Street

On the 12<sup>th</sup> day of May 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  
Finance Director Patty Howard  
Public Works Department Water Division Team Leader Shaun Woodruff  
Public Works Department Wastewater Division Utility Maintenance Technician Dan Eddy  
Public Works Department Water Division Utility Maintenance Technician Robert Decker  
Public Works Department Water Division Utility Maintenance Technician Jackie Dunn  
Public Works Department Water Division Utility Maintenance Technician Jeff Olson  
Public Works Department Wastewater Division Utility Maintenance Technician Jason Gleckner  
Public Works Department Water Quality Technician Scott Mazur  
Public Works Department Street Division Superintendent Reuben Garza  
Public Works Department Street Division Team Leader Ryan Picarazzi  
Public Works Department Street Division Equipment Operator Matt Grimes  
Public Works Department Street Division Maintenance Technician Pete Cantu  
Public Works Department Gas Division Superintendent David Rabroker  
Public Works Department Gas Division Regulatory Compliance Officer Debbie Mazur  
Public Works Department Building Services Division Office Manager Anna Brandl  
Public Works Department Building Services Division Service Center Coordinator Dee Dee Ince  
Public Works Department Receptionist/Clerk Christina Boudreaux

#### **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 6:30 p.m. on Tuesday, May 12, 2015, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

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

Mayor Wax led the Pledges of Allegiance to the U.S. and Texas flags.

### **3. Proclamation: Preservation Month - Aransas County Historical Commission.**

Mayor Wax proclaimed May as Preservation Month in the City of Rockport. Mayor Wax presented the proclamation to representatives of the Aransas County Historical Commission.

### **4. Proclamation: National Public Works Week.**

Mayor Wax proclaimed May 17-23, 2015 as Public Works Week in the City of Rockport. Mayor Wax presented the Proclamation to Public Works Director Mike Donoho and Public Works staff members who were in attendance.

The Public Works Department received a standing ovation.

### **6. Presentation of Certificates of Election to newly-elected officials for Ward 1 and Ward 3.**

*(Presentación de los certificados de elección a los recién elegidos para el Barrio 1 y Barrio 3.)*

Mayor Wax presented the Certificates of Election to re-elected Council Member Ward 1 Rusty Day and re-elected Council Member Ward 3 Pat Rios.

### **7. Administration of Oath of Office to newly-elected officials for Ward 1 and Ward 3.**

*(Administración de su juramento a nuevos funcionarios electos para el Barrio 1 y Barrio 3.)*

Mayor Wax administered the Oath of Office to re-elected Council Member Ward 1 Rusty Day and to re-elected Council Member Ward 3 Pat Rios.

### **8. Deliberate and act on election by Council of Mayor Pro-Tem.**

**MOTION:** Council Member Villa moved to elect Council Member Rios as Mayor Pro-Tem for a term of May 2015 to May 2016 pursuant to the City of Rockport Home Rule Charter. Council Member Gurtner seconded the motion. The motion carried unanimously.

## 5. 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.

## 9. Deliberate and act on approval of City Council Workshop Minutes and Regular Meeting Minutes of April 28, 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. Mayor Pro-Tem Rios seconded the motion. Motion carried unanimously.

## Regular Agenda

## 10. Deliberate and act on first reading of an Ordinance amending City of Rockport Code of Ordinances Chapter 42, "Environment," Article II, "Sanitation and Nuisance Abatement," repealing Division 1 "Keep Rockport Beautiful Advisory Board" in its entirety to disband the City of Rockport Keep Rockport Beautiful Advisory Board.

City Manager Kevin Carruth stated the Keep Rockport Beautiful Advisory Board met on May 5, 2015 and voted to recommend to the Council that the Keep Rockport Beautiful Advisory Board be disbanded. Mr. Carruth said staff recommends Council deny the ordinance disbanding the Keep Rockport Beautiful Advisory Board and instead retain the existing Ordinance, thank the current members for their service, and suspend future appointments until there is an interest from the community and/or a new charge from the Council.

Council thanked the members of the Keep Rockport Beautiful Advisory Board for volunteering their time and efforts in doing good acts for the City of Rockport.

**MOTION:** Mayor Pro-Tem Rios moved to deny the proposed Ordinance disbanding the Keep Rockport Beautiful Advisory Board and suspend future appointments to the Keep Rockport Beautiful Advisory Board until there is an interest from the community and/or a new charge from the Council. Council Member Gurtner seconded the motion. Motion carried unanimously.

**11. Deliberate and act on first reading of an Ordinance amending the City of Rockport, Texas Code of Ordinances Chapter 54 "Health and Sanitation," by renaming Article I "In General" to Article I "Regulation of Single-Use Plastic (checkout) Bags"; setting definitions, prohibitions and requirements, scope and applicability, and exemptions; establishing implementation of a voluntary ban and setting date of mandatory compliance; and providing for an effective date, reading, publication and severance.**

City Manager Kevin Carruth stated that following deliberation on single use plastic bags at the December 9, 2014, City Council Workshop, staff was directed to bring a draft ordinance to City Council for review and consideration. Mr. Carruth informed the Council that the proposed Ordinance was drafted with the assistance of Skip the Plastic group and is modeled on the ordinance adopted by the City of Port Aransas in November 2014. Mr. Carruth added that the City Council discussed regulations concerning single use plastic bags at its March 24, 2015, Workshop and that since the Texas Legislature was considering bills that would prevent the City's ability to adopt such regulations, it was the consensus of Council to wait until April to evaluate the status of the bills. Mr. Carruth said two legislative bills were referred to committee and neither bill has had action since then. Mr. Carruth called the Council's attention to page 3 of the Ordinance and requested the dates that the Council wanted to insert in that paragraph.

Mayor Wax stated that House Bill 1939 has been referred to committee as well as two other bills that could affect the City's ability to adopt regulations concerning single use plastic bags as well as other matters.

Brief discussion was held among Council.

**MOTION:** Mayor Wax moved to table the first reading of the Ordinance amending the City of Rockport, Texas Code of Ordinances Chapter 54 "Health and Sanitation," by renaming Article I "In General" to Article I "Regulation of Single-Use Plastic (checkout) Bags"; setting definitions, prohibitions and requirements, scope and applicability, and exemptions; establishing implementation of a voluntary ban and setting date of mandatory compliance; and providing for effective date, reading, publication and severance, until the City knows which Legislative bills are passed. Council Member Day seconded the motion. The motion carried unanimously.

**12. Deliberate and act on second reading of an Ordinance amending City of Rockport Code of Ordinances, Chapter 2 "Administration" Article VII "Investment Policy"; providing for severability; and providing an effective date.**

Mayor Wax stated there had been no changes in format or content of the Ordinance since its first reading.

**MOTION:** Council Member Villa moved to adopt the Ordinance amending City of Rockport Code of Ordinances, Chapter 2 "Administration" Article VII "Investment Policy"; providing for severability; and providing an effective date. Council Member Gurtner seconded the motion. Motion carried unanimously.

### **13. 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 distributed to the Council a handout of "Status of bills attacking local control." Mayor Wax called the Council's attention to the bills highlighted in yellow and circled in red.

### **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:**

**14. Section 551.071(1)(A) and Section 551.071(2) Consultation with Attorney: Pending or contemplated litigation: 1) Templeton, 2) Petty, and 3) Bay Education Center.**

**15. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.**

At 6:53 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 551.071(1)(A) and Section 551.071(2) Consultation with Attorney: Pending or contemplated litigation: 1) Templeton, 2) Petty, and 3) Bay Education Center; and Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

### **Open Session**

**16. 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 7:25 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 actions necessary related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

No action was taken.

Mayor Wax reminded Council that budget workshops are scheduled and the first will be the workshop where entities present their requests for hotel occupancy tax revenue funding.

Mayor Wax congratulated Mayor Pro-Tem Rios and Ward #1 Council Member Day for their re-election to Council.

**17. Adjournment**

At 7:31 p.m., Council Member Villa moved to adjourn. Motion was seconded by Mayor Pro-Tem Rios and carried unanimously.

**CITY OF ROCKPORT, TEXAS**

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Charles J. Wax, Mayor

ATTEST:

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Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

**AGENDA ITEM: 6**

Deliberate and act to confirm Mayoral re-appointments to various City of Rockport boards, committees and commissions.

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

**APPROVED FOR AGENDA:** PKC

**BACKGROUND:** Each year after the May election, the City Council appoints members to the various boards, committees and commissions. Appointments for all boards and committees include the following: **NOTE:** **Red** type depicts re-appointments or vacancies. **Blue** type depicts no response from citizen indicating their desire to be reappointed.

**ENVIRONMENTAL COMMITTEE FOR WATER ISSUES**

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	Ginger Easton-Smith	June 1, 2015	3		YES
2	Thomas E. Callan	June 1, 2016	3		
3	Ron Helmke	June 1, 2015	4		YES
4	Shawn M. Johnston	June 1, 2017	2		
5	VACANT	June 1, 2015	3		
6	Virginia Hallinan	June 1, 2016	1		

Council Liaison: Pat Rios

**PARK AND LEISURE SERVICES ADVISORY BOARD**

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	Richard Corbit	June 1, 2015	1		(Thinking about it)
2	Ty Brisgill	June 1, 2015	1		YES
3	Leo Villa	June 1, 2017	2		
4	Kathryn Morrow	June 1, 2015	3		(Thinking about it)
5	Cassandra Perkins	June 1, 2017	2		
6	Robert (Bob) Shoemaker	June 1, 2016	4		
7	Ellen Kennard	June 1, 2016	4		

Council Liaison: J.D. Villa

### PLANNING & ZONING COMMISSION

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	Edward Bellion	June 1, 2016	3		
2	Shawn M. Johnston	June 1, 2015	2		YES
3	Graham Wilson	June 1, 2015	3		YES
4	Brian Olsen	June 1, 2017	4		
5	Ruth Davis	June 1, 2016	1	Vice Chair	
6	Diana Severino-Saxon	June 1, 2017	3	Secretary	
7	Frank Lynch	June 1, 2015	4	Chairman	NO

Council Liaison: Barbara Gurtner, as required

### ROCKPORT HERITAGE DISTRICT BOARD

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	Alan (Lee) Copeland	June 2016	3	Development or Construction Industry representative	
2	Jim Godfrey	June 2015	1	Heritage District \Business Owner representative	YES
3	Penny Hong	June 2017	3	Heritage District representative	
4	Loretta J. Schindler	June 2016	4	Rockport Community representative	
5	Janie C. White	June 2015	1	Historic Preservation Representative	YES

Council Liaison: Rusty Day

### TREE LANDSCAPE COMMITTEE

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	VACANT	June 1, 2015			
2	Ron Helmke	June 1, 2017	4		
3	Carroll G. Overturf	June 1, 2015	3		YES
4	Alex Johnson	June 1, 2016	1		
5	Ginger Easton Smith	June 1, 2017	3		
6	Diana Severino-Saxon	June 1, 2016	3	P & Z Representative	
7	Robert "Bob" Shoemaker	June 1, 2016	4		

Council Liaison: Barbara Gurtner

## ZONING BOARD OF ADJUSTMENT

PLACE NO.	MEMBER'S NAME	EXPIRATION DATE	WARD	COMMENTS	REQUEST RE-APPOINTMENT
1	Todd Pearson	June 1, 2015	3		NO
2	Michael Mahoney	June 1, 2015	3		YES
3	Gilbert Jurenka	June 1, 2016	4		
4	Leo Villa	June 1, 2016	2		
5	Tom Kramer	June 1, 2016	1		
6	Frank Reilly	June 1, 2016	3	Alternate	
7	C.G. (Turf) Overturf	June 1, 2015	3	Alternate	YES

Council Liaison: None

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**FISCAL ANALYSIS:** N/A

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**STAFF RECOMMENDATION:** Staff recommends that City Council confirm the Mayor's appointments to various boards, commissions, and committees as shown in red type.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 7**

Hear and deliberate on Mayoral appointments of City Council liaisons to various City of Rockport boards, committees and commissions.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Each year after the May election, the Mayor appoints City Council Members to act as liaisons to the various boards, committees and commissions.

- 1. ARANSAS PATHWAYS**  
 Council Liaison: Mayor Wax                      Alternate Liaison: Mayor Pro Tem Rios
- 2. COASTAL BEND BAYS AND ESTUARIES**  
 Council Liaison: Council Member Villa      Alternate Liaison: Council Member Gurtner
- 3. COASTAL BEND COUNCIL OF GOVERNMENTS**  
 Council Liaison: Mayor Wax                      Alternate Liaison: Mayor Pro Tem Rios
- 4. ECONOMIC DEVELOPMENT COUNCIL**  
 Council Liaison: Mayor Wax
- 5. ENVIRONMENTAL COMMITTEE FOR WATER ISSUES**  
 Council Liaison: Mayor Pro Tem Rios
- 6. PARK AND LEISURE SERVICES ADVISORY BOARD**  
 Council Liaison: Council Member Villa      Alternate Liaison: Council Member Gurtner
- 7. PLANNING & ZONING COMMISSION**  
 Council Liaison: Council Member Gurtner, as required
- 8. ROCKPORT HERITAGE DISTRICT ASSOCIATION**  
 Council Liaison: Council Member Day
- 9. ROCKPORT HERITAGE DISTRICT BOARD**  
 Council Liaison: Council Member Day
- 10. TREE LANDSCAPE COMMITTEE**  
 Council Liaison: Council Member Gurtner

**11. ZONING BOARD OF ADJUSTMENT**

Council Liaison: None

**12. STORMWATER MANAGEMENT ADVISORY COMMITTEE**

Council Liaison: Mayor Wax

Alternate Liaisons: Council Member Villa  
Council Member Gurtner

**13. TOURISM DEVELOPMENT COUNCIL**

Council Liaison: Council Member Gurtner Alternate Liaison: Council Member Day

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**FISCAL ANALYSIS:** N/A

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**STAFF RECOMMENDATION:** Staff recommends that City Council confirm the Mayor's appointments of City Council liaisons to various boards, commissions, and committees, as presented.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 8**

Deliberate and act on Teas Community Development Block Grant 713411 Change Order Number 1 for West Terrace and South Doughty area water improvements.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** On October 28, 2014 council awarded a construction contract in the amount of \$261,314.00 to ADK Environmental for improvements to provide first time water service to parts of the West Terrace Subdivision as well as parts of Doughty and Terry Streets. A subsequent review of the project scope revealed an opportunity to add an additional 11 connections to the scope of work and still remain within the available funding. This change order will increase the contract amount awarded to ADK by \$16,572 from \$261,314.00 to \$277,886.00 and allow the City to use the maximum amount of construction dollars that were awarded by the Grant Program by installing a portion of the additive alternate waterline on Raven Street as well as the reconnection of 11 homes on South Doughty that were previously on undersized water mains. Grant Works and the Urban Engineering both recommend approval of the change order.

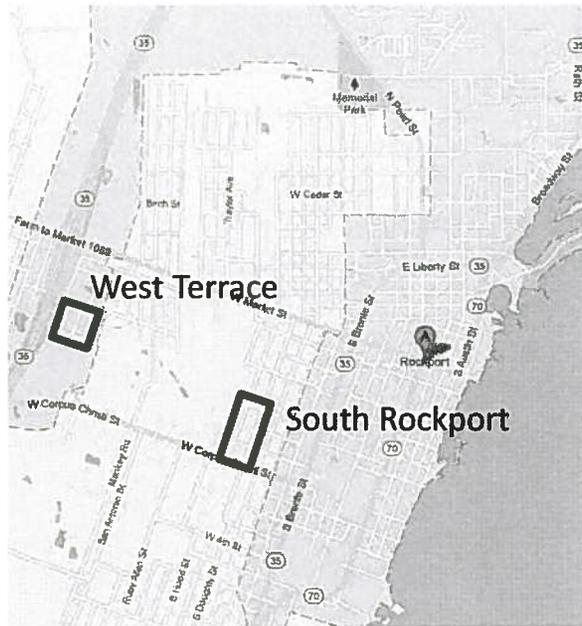
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**FISCAL ANALYSIS:** As previously advised on October 28, 2014, the City's required \$65,000.00 match for the grant is charged to account 42-6418020 Grant Match / West Terrace. There is no change in the City's match requirement.

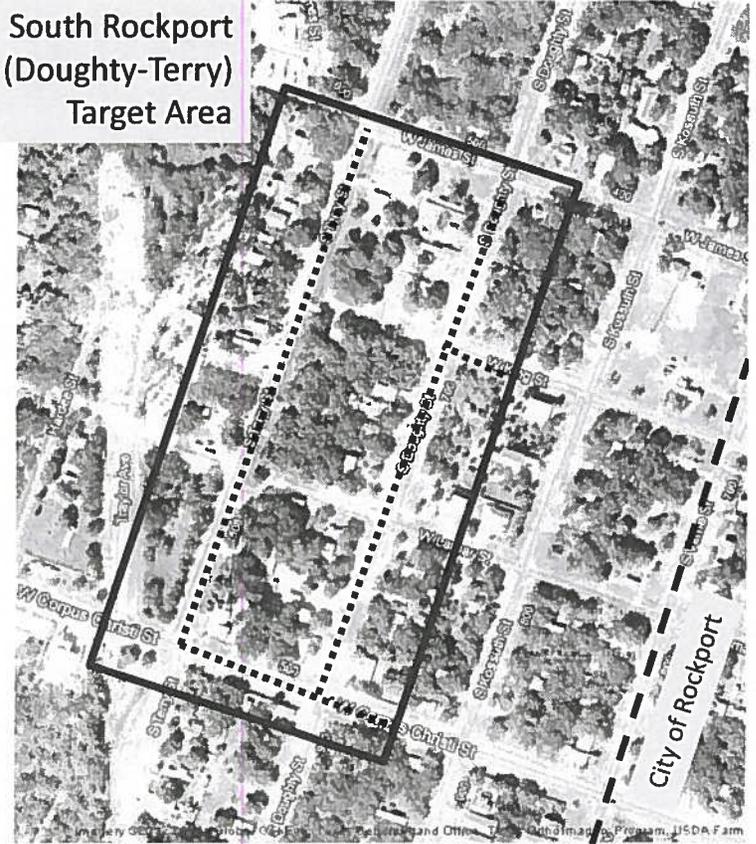
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**STAFF RECOMMENDATION:** Staff recommends City Council approve Change Order Number 1, increasing the amount of the construction contract awarded to ADK by \$16,572 from \$261,314.00 to \$277,886.00, as presented.

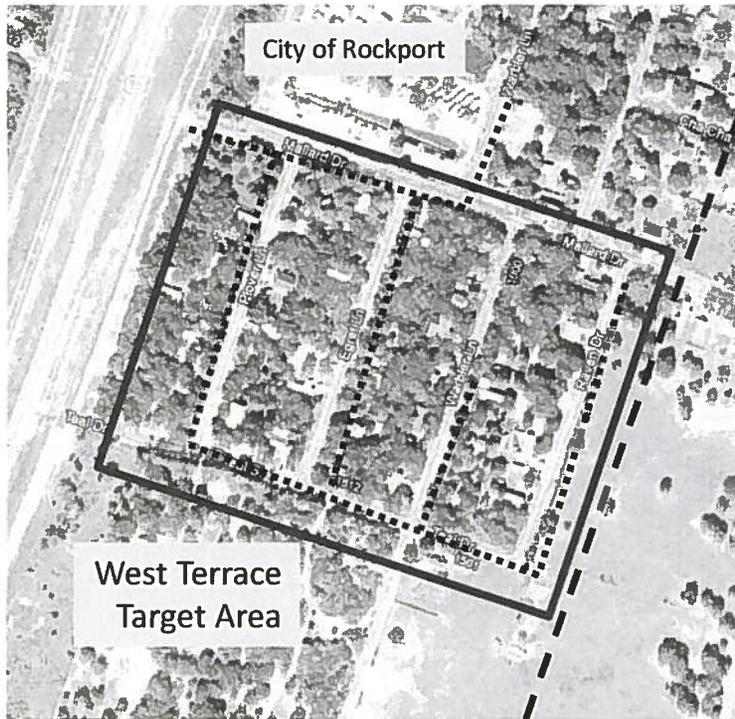
# City of Rockport 2013-14 CDBG West Terrace & South Rockport (Doughty-Terry) Water Upgrades/First-time Service



South Rockport  
(Doughty-Terry)  
Target Area



--- New Water Line



West Terrace  
Target Area

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, October 28, 2014**

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**AGENDA ITEM: 10**

Deliberate and act on awarding the bid for the West Terrace and Doughty Area water improvement Community Development Block Grant Program project.

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

**APPROVED FOR INCLUSION ON AGENDA:** PKC

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**BACKGROUND:** Bids were received on October 22, 2014 for West Terrace and Doughty Area Grant Water Improvements to provide first time water service to parts of West Terrace Subdivision as well as parts of Doughty and Terry Streets.

Bids were received from ADK Environmental, Inc., J.J. Fox Construction, and Mercer Construction, with ADK submitting low bid in the amount of \$261,314.00. Urban Engineering reviewed the bids and recommends ADK Environmental.

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**FISCAL ANALYSIS:** The City's required \$65,000 match for the grant is charged to account 42-6418020 Grant Match -- West Terrace. The City's CDBG grant award is \$300,000.

---

**STAFF RECOMMENDATION:** Staff recommends awarding West Terrace and Doughty Area Grant Water Improvements to ADK Environmental, Inc., in the amount of \$261,314.00.



Job No. 1560.B4.02

October 23, 2014

Mr. Mike Donoho  
City of Rockport  
622 E. Market Street  
Rockport, Texas 78382

Subject: West Terrace and Doughty Area Grant Water Improvements TCDP # 713411

Dear Mike,

As you are aware, we opened bids for the above subject project on Wednesday, October 22<sup>nd</sup>. We have reviewed the three bids submitted and ADK Environmental, Inc. was the apparent low bidder. Enclosed is a copy of the bid tabulation for comparison of the bids.

It is the recommendation of Urban Engineering that the subject project be awarded to ADK Environmental for a total contract amount of \$261,314.00. The quantity of the service connections was reduced to only include the services for the qualifying homes in the project area. This reduction is recommended in order to bring the contract award within the limits of the grant construction funding available (\$279,542.00).

Section 1A2.16 and page 4 of Section 1A3 in the bid documents gives the Owner the right to delete all or a portion of any bid item prior to award. Should you have any questions or comments, please feel free to call.

Sincerely,  
URBAN ENGINEERING

A handwritten signature in cursive script that reads 'Brandi Karl'.

Brandi Karl, P.E.

Enclosure

CC: Ronnie Spencer, ADK Environmental

BID TABULATION

PROJECT: WEST TERRACE AND DOUGHTY AREA GRANT WATER IMPROVEMENT, CITY OF ROCKPORT, TEXAS TROP #712411										
JOB NO. 1580.B4.02										
BID DATE: 10/22/14										
Engineer's Estimate										
ADK ENVIRONMENTAL										
J.J. FOX CONSTRUCTION										
MERCER CONSTRUCTION										
Description	Quantity + 5%	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>A. WEST TERRACE</b>										
1 8" PVC C900	985	LF	\$18.00	\$ 17,730.00	\$ 22.00	\$ 21,670.00	\$ 24.00	\$ 23,640.00	\$ 25.00	\$ 27,580.00
2 6" PVC C900	2625	LF	\$14.00	\$ 36,750.00	\$ 18.50	\$ 51,187.50	\$ 20.00	\$ 52,500.00	\$ 24.00	\$ 63,000.00
3 8" Gate Valve	2	EA	\$1,200.00	\$ 2,400.00	\$ 1,450.00	\$ 2,900.00	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00
4 6" Gate Valve	7	EA	\$850.00	\$ 5,950.00	\$ 1,050.00	\$ 7,350.00	\$ 1,100.00	\$ 7,700.00	\$ 800.00	\$ 5,600.00
5 Fire Hydrant Assembly	4	EA	\$3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 4,100.00	\$ 16,400.00	\$ 3,800.00	\$ 15,200.00
6 Connect to Existing Waterline	6	EA	\$1,500.00	\$ 9,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
7 8" x 6" DI Tee	3	EA	\$900.00	\$ 2,700.00	\$ 1,200.00	\$ 3,600.00	\$ 875.00	\$ 2,625.00	\$ 800.00	\$ 2,400.00
8 6" DI Tee	3	EA	\$550.00	\$ 1,650.00	\$ 1,000.00	\$ 3,000.00	\$ 800.00	\$ 2,400.00	\$ 525.00	\$ 1,575.00
9 Long Service Connection	13	EA	\$1,200.00	\$ 15,600.00	\$ 1,000.00	\$ 13,000.00	\$ 1,200.00	\$ 15,600.00	\$ 1,250.00	\$ 16,250.00
10 Short Service Connection	13	EA	\$700.00	\$ 9,100.00	\$ 600.00	\$ 7,800.00	\$ 800.00	\$ 10,400.00	\$ 575.00	\$ 7,475.00
11 Private Yard Service Lines	830	LF	\$12.00	\$ 9,960.00	\$ 7.50	\$ 6,225.00	\$ 17.50	\$ 14,525.00	\$ 21.00	\$ 17,430.00
12 Limestone Driveway Repair	283	SY	\$25.00	\$ 7,075.00	\$ 10.00	\$ 2,830.00	\$ 25.00	\$ 7,075.00	\$ 20.00	\$ 5,660.00
13 Concrete Driveway Repair	294	SY	\$8.00	\$ 2,352.00	\$ 15.00	\$ 4,410.00	\$ 12.00	\$ 3,528.00	\$ 15.00	\$ 4,410.00
14 Asphalt Street/Driveway Repair	42	SY	\$50.00	\$ 2,100.00	\$ 25.00	\$ 1,050.00	\$ 65.00	\$ 2,730.00	\$ 35.00	\$ 1,470.00
				Subtotal \$ 131,979.00		\$ 143,322.50		\$ 165,523.00		\$ 174,950.00
<b>B. DOUGHTY AND TERRY STREET</b>										
1 8" PVC C900	252	LF	\$18.00	\$ 4,536.00	\$ 22.00	\$ 5,544.00	\$ 24.00	\$ 6,048.00	\$ 26.00	\$ 6,552.00
2 6" PVC C900	3390	LF	\$14.00	\$ 47,460.00	\$ 19.50	\$ 66,105.00	\$ 20.00	\$ 67,800.00	\$ 24.00	\$ 81,360.00
3 8" x 6" SS Tapping Saddle w/6" Gate Valve	1	EA	\$1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,000.00	\$ 3,000.00
4 6" SS Tapping Saddle w/6" Gate Valve	2	EA	\$1,500.00	\$ 3,000.00	\$ 2,800.00	\$ 5,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00
5 6" Gate Valve	6	EA	\$850.00	\$ 5,100.00	\$ 1,050.00	\$ 6,300.00	\$ 1,100.00	\$ 6,600.00	\$ 900.00	\$ 5,400.00
6 Fire Hydrant Assembly	6	EA	\$3,500.00	\$ 21,000.00	\$ 3,500.00	\$ 21,000.00	\$ 4,100.00	\$ 24,600.00	\$ 4,000.00	\$ 24,000.00
7 Connect to Existing 6" Waterline	1	EA	\$1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
8 Connect to Existing 8" Waterline	1	EA	\$1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
9 8" x 6" DI Cross with 2 Caps	1	EA	\$700.00	\$ 700.00	\$ 1,900.00	\$ 1,900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
10 6" DI Tee	1	EA	\$550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 525.00	\$ 525.00
11 Long Service Connection	9	EA	\$1,200.00	\$ 10,800.00	\$ 1,000.00	\$ 9,000.00	\$ 1,200.00	\$ 10,800.00	\$ 1,850.00	\$ 14,850.00
12 Short Service Connection	23	EA	\$700.00	\$ 16,100.00	\$ 600.00	\$ 13,800.00	\$ 800.00	\$ 18,400.00	\$ 575.00	\$ 13,225.00
13 Private Yard Service Lines	709	LF	\$12.00	\$ 8,508.00	\$ 7.50	\$ 5,317.50	\$ 17.50	\$ 12,407.50	\$ 21.00	\$ 14,889.00
14 Limestone Driveway Repair	410	SY	\$25.00	\$ 10,250.00	\$ 10.00	\$ 4,100.00	\$ 25.00	\$ 10,250.00	\$ 20.00	\$ 8,200.00
15 Asphalt Street/Driveway Repair	105	SY	\$50.00	\$ 5,250.00	\$ 25.00	\$ 2,625.00	\$ 65.00	\$ 6,825.00	\$ 35.00	\$ 3,675.00
				Subtotal \$ 137,854.00		\$ 147,391.50		\$ 177,430.50		\$ 185,176.00
				Base Bid \$ 299,833.00		\$ 290,714.00		\$ 342,953.50		\$ 360,126.00
<b>C. ADDITIVE ALTERNATE</b>										
1 6" PVC C900	1192	LF	\$14.00	\$ 16,688.00	\$ 19.50	\$ 23,244.00	\$ 20.00	\$ 23,840.00	\$ 24.00	\$ 28,608.00
2 8" Gate Valve	1	EA	\$950.00	\$ 950.00	\$ 1,050.00	\$ 1,050.00	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 900.00
3 Fire Hydrant Assembly	1	EA	\$3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
4 16" 90° Bend	1	EA	\$590.00	\$ 590.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00
5 Long Service Connection	1	EA	\$1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,650.00	\$ 1,650.00
6 Short Service Connection	5	EA	\$700.00	\$ 3,500.00	\$ 600.00	\$ 3,000.00	\$ 800.00	\$ 4,000.00	\$ 575.00	\$ 2,875.00
7 Private Yard Service Lines	70	LF	\$12.00	\$ 840.00	\$ 7.50	\$ 525.00	\$ 17.50	\$ 1,225.00	\$ 21.00	\$ 1,470.00
8 Asphalt Street/Driveway Repair	21	SY	\$50.00	\$ 1,050.00	\$ 25.00	\$ 525.00	\$ 65.00	\$ 1,365.00	\$ 35.00	\$ 735.00
				Subtotal \$ 28,288.00		\$ 33,911.50		\$ 37,467.50		\$ 40,877.00
				Base Bid + Additive Alternate \$ 298,119.00		\$ 324,625.50		\$ 380,441.00		\$ 401,003.00

BID TABULATION

PROJECT: WEST TERRACE AND DOUGHTY AREA GRANT WATER IMPROVEMENT, CITY OF ROCKPORT, TEXAS TCDP #713411					
JOB NO. 1560.B4.02					
BID DATE: 10/22/14					ADK ENVIRONMENTAL
Description	Quantity + 5%	Unit	Unit Price	Total Price	
<b>A. WEST TERRACE</b>					
1 8" PVC C900	985	LF	\$ 22.00	\$ 21,670.00	
2 6" PVC C900	2825	LF	\$ 19.50	\$ 51,187.50	
3 8" Gate Valve	2	EA	\$ 1,450.00	\$ 2,900.00	
4 6" Gate Valve	7	EA	\$ 1,050.00	\$ 7,350.00	
5 Fire Hydrant Assembly	4	EA	\$ 3,500.00	\$ 14,000.00	
6 Connect to Existing Waterline	6	EA	\$ 1,000.00	\$ 6,000.00	
7 8" x 6" DI Tee.	3	EA	\$ 1,200.00	\$ 3,600.00	
8 6" DI Tee.	3	EA	\$ 1,000.00	\$ 3,000.00	
9 Long Service Connection	5	EA	\$ 1,000.00	\$ 5,000.00	
10 Short Service Connection	3	EA	\$ 600.00	\$ 1,800.00	
11 Private Yard Service Lines	630	LF	\$ 7.50	\$ 4,725.00	
12 Limestone Driveway Repair	263	SY	\$ 10.00	\$ 2,630.00	
13 Concrete Driveway Repair	294	SF	\$ 15.00	\$ 4,410.00	
14 Asphalt Street/Driveway Repair	42	SY	\$ 25.00	\$ 1,050.00	
				\$ 129,322.50	
<b>B. DOUGHTY AND TERRY STREET</b>					
1 8" PVC C900	252	LF	\$ 22.00	\$ 5,544.00	
2 6" PVC C900	3390	LF	\$ 19.50	\$ 66,105.00	
3 8" x 6" SS Tapping Saddle w/6" Gate Valve	1	EA	\$ 3,000.00	\$ 3,000.00	
4 6" SS Tapping Saddle/w/6" Gate Valve	2	EA	\$ 2,800.00	\$ 5,600.00	
5 6" Gate Valve	6	EA	\$ 1,050.00	\$ 6,300.00	
6 Fire Hydrant Assembly	6	EA	\$ 3,500.00	\$ 21,000.00	
7 Connect to Existing 6" Waterline	1	EA	\$ 1,000.00	\$ 1,000.00	
8 Connect to Existing 8" Waterline	1	EA	\$ 1,500.00	\$ 1,500.00	
9 8" x 6" DI Cross with 2 Caps	1	EA	\$ 1,500.00	\$ 1,500.00	
10 6" DI Tee	1	EA	\$ 1,000.00	\$ 1,000.00	
11 Long Service Connection	5	EA	\$ 1,000.00	\$ 5,000.00	
12 Short Service Connection	4	EA	\$ 600.00	\$ 2,400.00	
13 Private Yard Service Lines	709	LF	\$ 7.50	\$ 5,317.50	
14 Limestone Driveway Repair	410	SY	\$ 10.00	\$ 4,100.00	
15 Asphalt Street/Driveway Repair	105	SY	\$ 25.00	\$ 2,625.00	
				\$ 131,991.50	
				Construction Dollars: \$291,000.00	
				17 Capital Impact Fees: \$11,450.00	
				BUDGET: \$279,542.00	
			Base Bid	\$ 261,314.00	
<b>C. ADDITIVE-ALTERNATE</b>					
4 6" PVC C900	1136	LF	\$ 19.50	\$ 22,152.50	
2 6" Gate Valve	4	EA	\$ 1,050.00	\$ 4,200.00	
3 Fire Hydrant Assembly	4	EA	\$ 3,500.00	\$ 14,000.00	
4 6" 90° Bend	4	EA	\$ 1,000.00	\$ 4,000.00	
5 Long Service Connection	4	EA	\$ 1,000.00	\$ 4,000.00	
6 Short Service Connection	4	EA	\$ 600.00	\$ 2,400.00	
7 Private Yard Service Lines	70	LF	\$ 7.50	\$ 525.00	
8 Asphalt Street/Driveway Repair	21	SY	\$ 26.00	\$ 546.00	
				\$ 30,400.00	

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 12, 2015**

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**AGENDA ITEM: 9**

Hear and deliberate on project status report by YMCA Project Committee.

**SUBMITTED BY:** YMCA Project Committee Chair Jordan Fisher

**APPROVED FOR AGENDA:** PKC

---

**BACKGROUND:** The YMCA Project Committee will give an update on the status of their project.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Not an action item.



# YMCA PROJECT COMMITTEE UPDATE May 26, 2015



- Since receiving our direction from the City Council in February, the Committee has met five times
- We appreciate the use of the former Service Center and it has been very convenient and accommodating



- To facilitate our having a quorum, some of the individuals, who had not been attending meetings, were removed from the Committee and another individual added
- The committee consists of 11 citizens, representing a broad spectrum of the community, and Council liaison Pat Rios



- The Committee's charge included developing, by July 31:
  - scope of services
  - facility design
  - construction cost estimates
  - estimates of operating and maintenance costs
  - management agreement with YMCA of the Costal Bend
  - project funding plan
  - project phasing
- Additionally, we are contacting the 69 individuals who expressed interest on the YMCA survey



- Working closely with Rob Wiggins, president and CEO of the YMCA Coastal Bend, the Committee is very close to finalizing the project. So close, in fact, that we'll be presenting the overall plan at the June Workshop for discussion and then at the first Council meeting in July for approval.
- This will enable us to set the groundwork for hiring an executive director, establishing an Advisory Board, and starting the fundraising efforts all before our July 31st sunset date.





# Our Objectives

the



# Objective #1

- decide upon scope of programs and services to be provided through our YMCA.



## Outdoor Activities

- Kayaking
- Kite flying
- Nature activities
- Ropes course
- Beach activities

## Health Club

- Exercise machines
- Classes
- Free weights
- Rock climbing wall

## Childcare

- For parents working out
- Workdays (M-F)
- After school
- Mother's Day Out

## Indoor Walking/Running Track

## Teen Activities/Programs

- Airhockey
- Pool tables
- Foosball tables
- Ping Pong tables
- Concession Stand

## Youth Sports

- Basketball
- Baseball/Softball
- Soccer
- Tae Kwon Do
- Dance
- Ballet

## Adult Sports

- Basketball
- Volleyball

## Classes

- Art
- Xeriscaping/Gardening
- Diabetes Management/cooking
- Bingo
- To rent space and draw income
- Cards

## Senior Wellness/Programs

- Silver Sneakers
- Birding
- Square Dancing

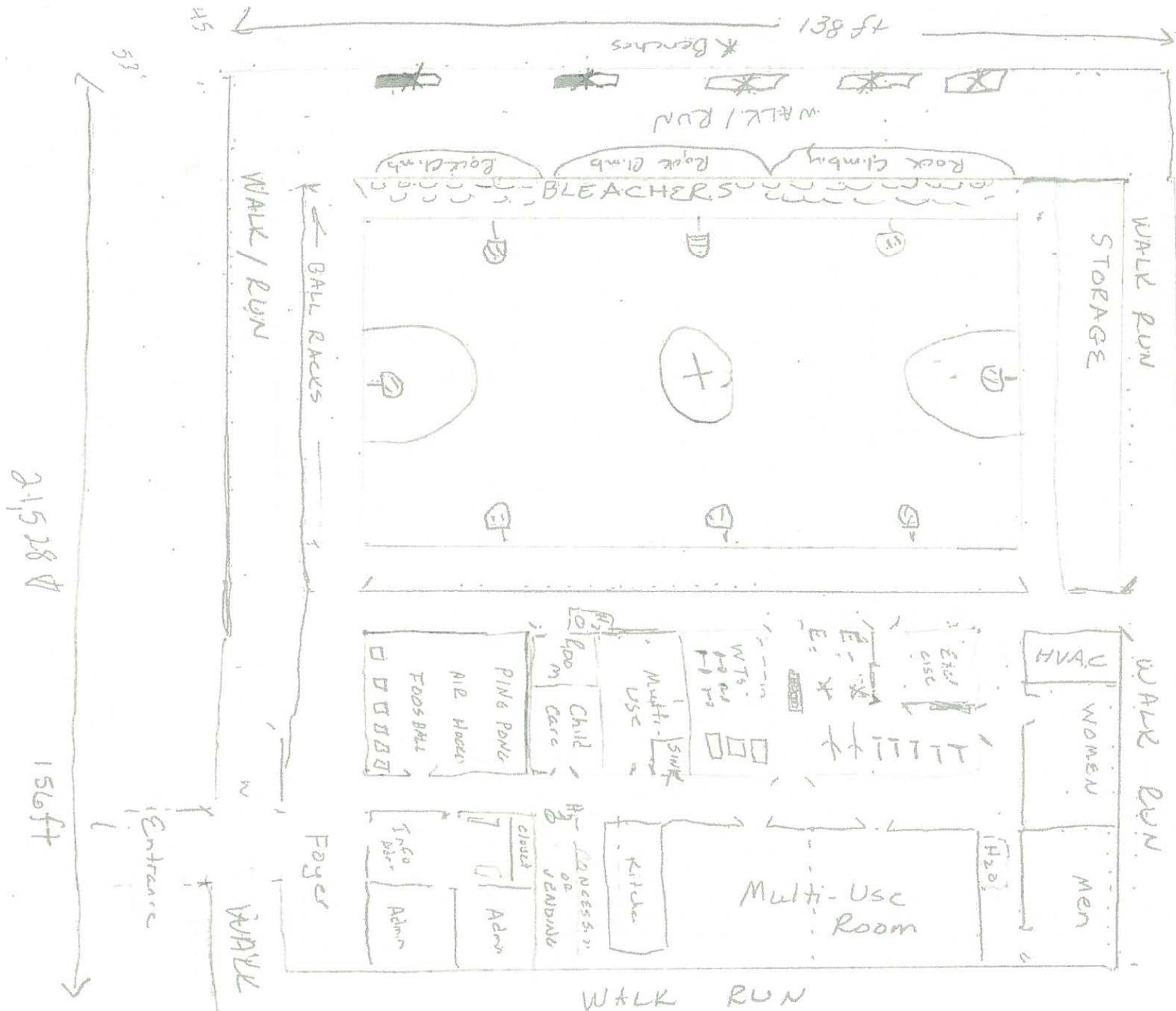
## Concessions



# Objective #2

- create and agree upon a proposed facility design. We have submitted our 22,000 square-foot floorplan to GRO Architects to produce a rendering of the building for us. This service is being provided to us free of charge through the YMCA of the USA.





# Objective #3

- estimate building costs of our proposed facility. We have a rough estimate of \$4.5 million at this time, but are awaiting input from the architects to refine this number.



# Objective #4

- estimate operation and management expenses of our facility. Working closely with Rob Wiggins, we feel comfortable that we're close to establishing a realistic forecast of these expenses.



2015 Budget -Aransas County YMCA	Budget 2015	Actual/Projected 2014	Variance
GRANTS	23,175	0	23,175
GOVT GRANTS	2,372	0	2,372
SPECIAL EVENTS	1,300	0	1,300
ML REIMBURSEMENT	0	0	0
MEMBERSHIP	279,600	0	279,600
MEMBERSHIP Misc.	4,300	0	4,300
PROGRAM	220,450	0	220,450
SALES	328	0	328
RENTAL	1,875	0	1,875
INTEREST	84	0	84
NSF	(300)	0	(300)
MISC	1,040	0	1,040
FINANCIAL ASSISTANCE	(50,000)	0	(50,000)
<b>Total Income</b>	484,223	0	484,223

2015 Budget -Aransas County YMCA	Budget 2015	Actual/Projected 2014	Variance
<b>SALARIES AND WAGES</b>	204,000	0	204,000
<b>PERSONNEL COSTS</b>	50,658	0	50,658
<b>PROFESSIONAL FEES</b>	14,484	0	14,484
<b>MEDIA SERVICE</b>	2,323	0	2,323
<b>SUPPLIES</b>	43,156	0	43,156
<b>EQUIPMENT</b>	32,044	0	32,044
<b>EQUIPMENT EXPENSE-Vehicle Leasing</b>	1,289	0	1,289
<b>INSURANCE</b>	21,864	0	21,864
<b>OCCUPANCY</b>	84,004	0	84,004
<b>FINANCING COSTS</b>	7,500	0	7,500
<b>YMCA DUES</b>	9,600	0	9,600
<b>OTHER EXPENSES<sup>±</sup></b>	10,529	0	10,529
<b>CAMPAIGN EXPENSES</b>	625	0	625
<b>Total Expenses</b>	<b>482,075</b>	<b>0</b>	<b>482,075</b>
<b>NET INCOME (LOSS)</b>	<b>2,148</b>	<b>0</b>	<b>2,148</b>
Intra-association transfers:			
Sustaining Memb- PWY	40,000	0	40,000
Administrative Fee	0	0	0
United Way	0	0	0
Gifts and Bequest	0	0	0
Corporate			
Building			
<b>Total INCOME(LOSS)</b>	<b>42,148</b>	<b>0</b>	<b>42,148</b>

# Objective #5

- creating a funding plan for the project. At this point, we are in the beginning stages of this objective.

the

YMCA





# Questions?



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 10**

Hear and deliberate on presentation of highlights of Parks & Leisure Services Department activities.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The work accomplished by the Parks maintenance staff is often perceived to be that of mowing, weed eating, tree trimming, and the daily housekeeping of grounds of and facilities. Snapshots taken over the six month period of November, 2014, through April, 2015 reveal the reality in the diversity of a day in the life of a parks maintenance employee. Also revealed are ways in which this staff works at finding ways to make improvements, while also saving money.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Not an action item.

---

# Variety is King . . . .

## Winter to Spring

Rockport  
Parks & Leisure Services  
Department

# Winter Oak Tree planting at Memorial Park



Plantings  
on west  
side of  
shelter  
providing  
afternoon  
shade



# Adding security at new property



Staff-built  
litter  
receptacles  
for  
placement  
along  
Little Bay



**\$200  
Each  
vs.  
\$600  
if  
purchased**



Arbor Day  
tree  
planting at  
Zachary  
Taylor  
Arboretum  
Park



Assisted  
by the  
Odyssey  
After  
School  
students



# Setting pole for Christmas Tree



3,200  
commercial  
LED  
lights.  
Will  
double  
in  
2015



# Upgrade to South Rockport welcome sign



Now  
it  
can  
Sail!



# Upgrade of Memorial Park shelter



# Adding a rustic flair



New  
in-house  
roof  
saved  
\$5,000



4<sup>th</sup>  
Tule Trail  
bench  
donation.  
Value  
total  
\$5,000



# Repairing lake aerator



New  
border  
around  
Spencer  
Park  
play  
zone



New  
paint  
and  
ground  
surface  
added



# Receiving downtown planters

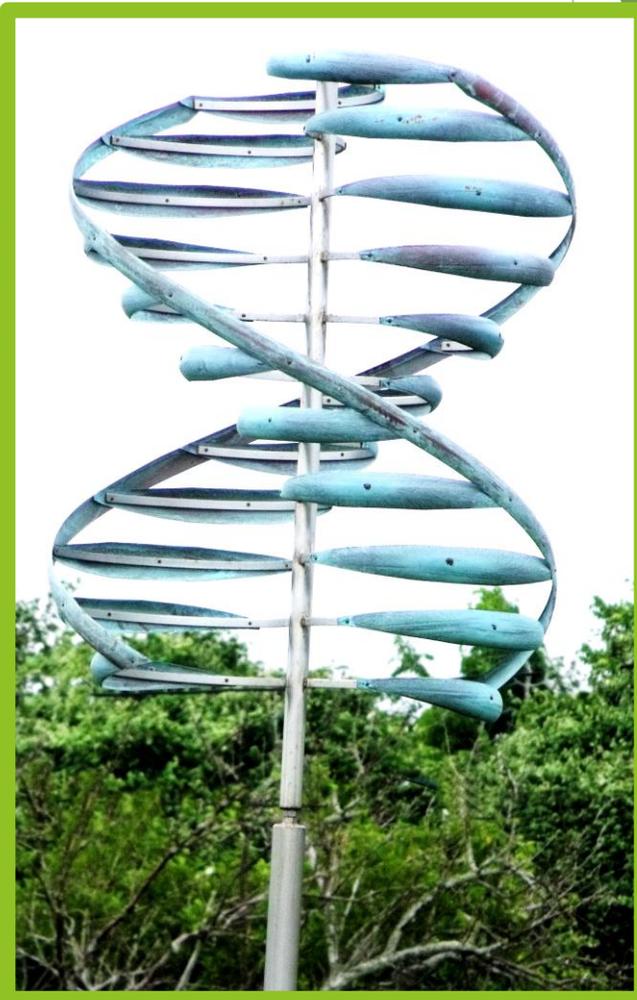
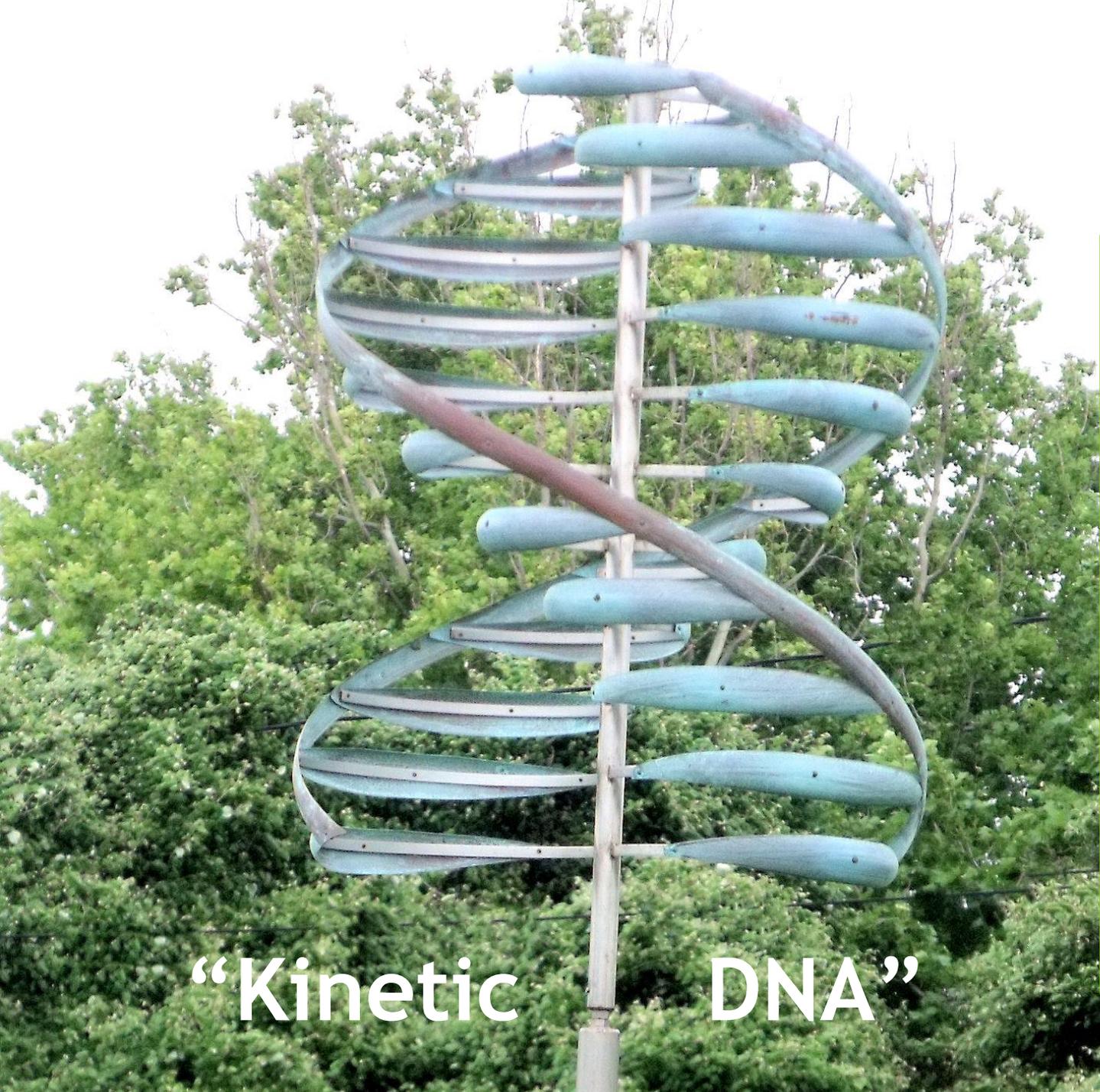


Spotting  
first  
wind  
sculpture  
for  
KRB  
project



# The “Jellyfish”





“Kinetic DNA”

# Trancer



# Annual preparation for Spring sports



In-house  
work  
savings  
\$5,000  
annually  
vs  
previous  
contracting



Thanks  
to  
purchase  
of  
a  
top-dresser



On-going  
prep  
work  
on  
all  
fields



Removing  
unsafe  
ball field  
fencing  
and  
replace  
with  
new



# Preparing surface around new fencing



# Repairing washouts along the Tule Trail



# INTERRUPTION !!



# New diving board



Summer  
coming...  
now  
to  
the  
pool!



Fresh  
splash  
of  
color



# Ahh!

Let  
the  
fun  
begin!



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

---

**AGENDA ITEM: 11**

*Tabled May 12, 2013* - Deliberate and act on first reading of an Ordinance amending the City of Rockport, Texas Code of Ordinances Chapter 54 "Health and Sanitation," by renaming Article I "In General" to Article I "Regulation of Single-Use Plastic (checkout) Bags"; setting definitions, prohibitions and requirements, scope and applicability, and exemptions; establishing implementation of a voluntary ban and setting date of mandatory compliance; and providing for effective date, reading, publication and severance.

**SUBMITTED BY:** Council Member Ward 4 Barbara Gurtner

**APPROVED FOR AGENDA:** PKC

---

**BACKGROUND:** Following deliberation on single use plastic bags at the December 9 City Council workshop, staff was directed to bring a draft ordinance to City Council for review and consideration. The proposed ordinance was drafted with the assistance of Skip the Plastic and is modeled on the ordinance adopted by the City of Port Aransas in November 2014.

City Council discussed regulations concerning single use plastic bags at its March 24, 2015, workshop. Given that the Texas Legislature was considering bills (specifically the accompanying HB 1939 and its companion bill SB 1550) that would prevent the City's ability adopt such regulations, it was the consensus of City Council to wait until April to evaluate the status of the bills. As shown in the accompanying screenshot from the Texas Legislature Online website, HB 1939 was referred to the Urban Affairs Committee on March 16 and SB 1550 was referred to Business and Commerce Committee on March 23. Neither bill has had action since they were referred to their respective committees; however, there are vehicle bills that provide an opportunity for the ban to be added.

Texas cities have implemented plastic bag regulations include Austin, Brownsville, Dallas, Fort Stockton, Freer, Kermit, Laguna Vista, Laredo, Port Aransas, South Padre Island, and Sunset Valley. Copies of some of their respective ordinances as well as an opinion from the Attorney General's office concerning the legality of plastic bag bans accompany this briefing sheet.

Websites with additional information can also be found at:

1. <http://www.texastribune.org/2014/08/29/abbott-opinion-murky-plastic-bag-bans/>
2. <http://plasticbaglaws.org/legislation/state-laws/texas/>
3. [http://www.dep.state.fl.us/waste/retailbags/pages/map\\_USA.htm](http://www.dep.state.fl.us/waste/retailbags/pages/map_USA.htm)
4. <http://www.bagtheban.com/in-your-state/>.
5. <http://www.baglaws.com/legislation.php?state=Texas>
6. <http://www.austinbagban.com/>
7. <http://www.surfrider.org/pages/plastic-bag-bans-fees>
8. [http://www.cawrecycles.org/issues/plastic\\_campaign/plastic\\_bags/national](http://www.cawrecycles.org/issues/plastic_campaign/plastic_bags/national)

9. <http://www.texasmonthly.com/daily-post/dallass-plastic-bag-ban-went-effect-january-1st-and-nobody-seems-happy-about-it>

Council tabled this item at the May 12, 2015, City Council Meeting, until the City knows which Legislative bills are passed.

On May 20, Council Member Gurtner submitted the following email:

**From:** Barbara Gurtner [<mailto:gurtnerbarbara@gmail.com>]  
**Sent:** Wednesday, May 20, 2015 9:37 AM  
**To:** CJ Wax; Kevin Carruth; Terry Baiamonte  
**Subject:** Plastic Bag Ordinance

Having been contacted by a store owner who, after reading the proposed ordinance limiting the use of plastic bags, brought to my attention that she has been using recyclable paper bags for years, but they do not fall within the definition of Recyclable Paper Bags, which includes RECYCLABLE printed on the bag and restrictions of composition.

In our discussions formulation this ordinance, the Council agreed with the Mayor's requirement that the ordinance would not state what could be used, only what could not, which would allow for new technologies to replace petroleum based film plastic bags without having to re-write the ordinance.

Therefore, I would like to suggest these changes in the current proposed Ordinance 'Regulation of Single-Use Plastic Bags':

Sec.54-1. Definitions

*Plastic Checkout Bag*

In this instance "Checkout" is used to describe the bag. In the next definition the term "Carryout" is used to define Recyclable Bags. I propose using one term or the other throughout.

*Recyclable Paper Bag* means a paper carryout bag provided by a retail establishment to a customer at the point of sale for purposes of transporting groceries or other goods and meets all the following requirements contains no old growth fiber; is 100% recyclable; contains a minimum of 40% post-consumer recycled content; and displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag.

Change to read:

*Recyclable ~~Paper~~ Bag* means a carryout (or checkout) bag made of paper or other recyclable materials provided by a retail establishment to a customer at the point of sale for purposes of transporting groceries or other goods and ~~meets all of the~~

~~following requirements contains no old growth fiber; is 100% recyclable; contains a minimum of 40% post-consumer recycled content; and displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag.~~

I considered the addition of "biodegradable bags" for a definition of 'approved bags', but biodegradable is not used anywhere else in the ordinance.

Any comments or suggestions of how to make the ordinance more inclusive of acceptable replacements for single-use plastic bags is welcome, as are other comments about my changes.

Council Member Gurtner's changes have been included in an attached copy of the Ordinance.

---

**FISCAL ANALYSIS:** Unable to determine at this time; however, any measure that reduces litter that employees pick up also should reduce the amount of labor required to clean a given area. Additionally, anything that improves aesthetics and the local environment has a positive impact on the tourism sector of our local economy.

---

**RECOMMENDATION:** Staff recommends City Council table first reading until the Texas Legislature concludes the 84<sup>th</sup> Session and we know if they make any changes.



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**Bill:** HB 1939**Legislative Session:** 84(R)

**Last Action:** *03/16/2015 H Referred to Urban Affairs: Mar 16 2015 4:36PM*

**Caption Version:** Introduced

**Caption Text:** Relating to the provision of bags to customers of a business at the point of sale.

**Author:** Rinaldi | Springer

**Coauthor:** Sanford | Tinderholt

**Cosponsor:**

**Subjects:** Business & Commerce--General (I0050)  
City Government--General (I0060)  
County Government--General (I0096)

**House Committee:** [Urban Affairs](#)

**Status:** In committee

**Actions:** (descending date order)

	Description	Comment	Date▼	Time	Journal Page
H	<a href="#">Referred to Urban Affairs</a>		03/16/2015	04:36 PM	717
H	<a href="#">Read first time</a>		03/16/2015		717
H	Filed		02/25/2015		



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[History](#) [Text](#) [Actions](#) [Companions](#) [Amendments](#) [Authors](#) [Sponsors](#) [Captions](#) [Bill Stages](#)

**Bill:** SB 1550**Legislative Session:** 84(R)

**Last Action:** *03/23/2015 S Referred to Business & Commerce*

**Caption Version:** Introduced

**Caption Text:** Relating to the provision of bags to customers of a business at the point of sale.

**Author:** Hall

**Cosponsor:**

**Subjects:** Business & Commerce--General (I0050)  
City Government--General (I0060)  
County Government--General (I0096)

**Senate Committee:** [Business & Commerce](#)

**Status:** In committee

**Actions:** (descending date order)

	Description	Comment	Date▼	Time	Journal Page
S	<a href="#">Referred to Business &amp; Commerce</a>		03/23/2015		531
S	<a href="#">Read first time</a>		03/23/2015		531
S	Filed		03/12/2015		
S	Received by the Secretary of the Senate		03/12/2015		

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

**AN ORDINANCE AMENDING THE CITY OF ROCKPORT, TEXAS CODE OF ORDINANCES CHAPTER 54 "HEALTH AND SANITATION," BY RENAMING ARTICLE I "IN GENERAL" TO ARTICLE 1 "REGULATION OF SINGLE-USE PLASTIC (CHECKOUT) BAGS;" SETTING DEFINITIONS, PROHIBITIONS AND REQUIREMENTS, SCOPE AND APPLICABILITY, AND EXEMPTIONS; ESTABLISHING IMPLEMENTATION OF A VOLUNTARY BAN AND SETTING DATE OF MANDATORY COMPLIANCE; AND PROVIDING FOR EFFECTIVE DATE, READING, PUBLICATION, AND SEVERANCE.**

**WHEREAS**, the City of Rockport, Texas has a duty to protect the natural environment, the economy and the health of its citizens; and

**WHEREAS**, our local economy is based upon the tourism industry, fishing, birdwatching, abundant pollution free waterways, marine life diversity, agriculture and ranching, all of which are impacted negatively by discarded single-use plastic checkout bags; and

**WHEREAS**, the City of Rockport is facing financial, environmental, and aesthetic problems caused by the use and discarding of single-use plastic checkout bags and plastic bags are consistently listed among the top items found in Texas Adopt-A-Beach and highway cleanups; and

**WHEREAS**, single-use plastic checkout bags are eaten by farm animals blocking their digestive systems and are blown into cotton fields, negatively affecting the agricultural economy; and

**WHEREAS**, plastics do not biodegrade but break down into smaller and smaller pieces that harm over 260 different species of marine life, including whales, dolphins, fish, seals, sea turtles, and shorebirds, who suffer and die after ingesting or becoming entangled in plastic bags and other plastic debris; and,

**WHEREAS**, curbside recycling for plastic shopping bags is not available in Rockport or many other Texas municipalities and statewide statistics indicate that less than 10% of single-use plastic checkout bags are recycled; and,

**WHEREAS**, ordinances restricting single-use plastic checkout bags serve to heighten public awareness among residents and visitors regarding the importance of recycling and proper disposal of all plastics items; and

**WHEREAS**, discarded plastic bags last indefinitely and create such an aesthetic blight and hazard to wildlife and the environment that it is in the best interest of the public health, safety, and welfare to adopt the proposed ordinance on the distribution of plastic bags at point of sale within the boundaries of the City of Rockport, Texas.

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

**SECTION 1.**

That Chapter (54) "Health and Sanitation," Article I "In General" is hereby renamed Article I "Regulation of Single-Use Plastic Bags" and is hereby added to wit:

**Sec. 54-1. Definitions.**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter/article/division, except where the context clearly indicates a different meaning:

*Affected retail establishment* means any retail establishment or temporary vendor that sells perishable or nonperishable goods, including, but not limited to, clothing, food, and personal items directly to the customer; and is located within the geographical limits of the City of Rockport.

*Business establishment* means a commercial enterprise or establishment, including sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity including contractors associated with the business.

*Plastic Checkout or Carryout Bag* means a plastic bag that is provided by a business establishment to a customer, typically at the point of sale, for the purpose of transporting goods after sale, and is intended and constructed for single use.

In this instance "Checkout" is used to describe the bag. In the next definition the term "Carryout" is used. I propose using one term or the other throughout.

*Recyclable Paper Bag* means a carryout (or checkout) bag made of paper or other recyclable materials provided by a retail establishment to a customer at the point of sale for purposes of transporting groceries or other goods and ~~meets all of the following requirements contains no old growth fiber;~~ is 100% recyclable; ~~contains a minimum of 40% post-consumer recycled content;~~ and ~~displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag.~~

*Reusable Bag* means a bag that is specifically designed and manufactured for multiple reuse and is made of cloth or other fabric, or other durable material suitable for reuse, and has durable built-in handles or draw-strings.

**Sec. 54.2. Prohibitions and Requirements.**

Affected retail establishments are prohibited from providing plastic checkout bags to their customers at the point of sale. Reusable bags and recyclable paper bags are allowed alternatives. Affected retail establishments are strongly encouraged to provide incentives for the use of

reusable bags through education, credits, rebates, or tokens for individuals who bring reusable bags.

Nothing in this section shall be read to preclude affected retail establishments from making reusable or recyclable paper bags available for sale or free to customers. No person shall distribute plastic checkout bags at any City sponsored event, City Facility, or any event held on City property.

**Sec. 54.3. Implementation of Voluntary Ban on Plastic Checkout (or Carryout) Bags.**

The City will promote a Voluntary Ban of plastic checkout (or carryout) bags throughout the City beginning on June 1, 2015 through December 31, 2015 in preparation for the Mandatory Ban of plastic checkout bags to begin on January 1, 2016.

**Sec. 54.4. Scope and Applicability.**

Business establishments participating in the Voluntary Ban may begin to provide recyclable ~~paper-checkout~~ bags or reusable bags with or without charge, as of     (date)     and be in full compliance with this Ordinance by     (date)    .

**Sec. 54.5. Exemptions.**

This Division does not apply to:

- (a) Bags used for the purpose of containing bait or seafood sales; or
- (b) Bags without handles, provided to effect food safety for a purchaser of food by preventing contamination from any raw food; i.e. fruits, vegetables, raw meat, raw seafood, raw poultry.

**Sec. 54.6. Penalty Clause.**

Any violation of this Ordinance may be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense or for each day such offense shall continue.

**Sec. 54.7. Effective Date.**

As provided by Article III, Section 3.11 of the Charter of the City of Rockport, this ordinance shall be effective upon adoption and, in addition, if any penalty, fine or forfeiture is imposed by this ordinance, then this ordinance shall be effective only after having been published once in its entirety or summary form in the official newspaper of the City of Rockport.

**Sec. 54.8. Reading.**

As provided by Article III, Section 3.11 of the Charter of the City of Rockport, this ordinance or

the caption of it shall be read at two (2) city council meetings with at least one (1) week between readings.

**Sec. 54.9 Severance.**

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**APPROVED** on the first reading this 12<sup>th</sup> day of May 2015.

**CITY OF ROCKPORT, TEXAS**

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

**ATTEST:**

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

**APPROVED, PASSED and ADOPTED** on second and final reading this \_\_\_\_ day of May 2015.

**CITY OF ROCKPORT, TEXAS**

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

**ATTEST:**

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

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

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Business establishments participating in the Voluntary Ban may begin to provide recyclable paper checkout bags or reusable bags with or without charge, as of  (date)  and be in full compliance with this Ordinance by  (date) .

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- (a) Bags used for the purpose of containing bait or seafood sales; or
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Any violation of this Ordinance may be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense or for each day such offense shall continue.

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If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

**APPROVED** on the first reading this 12<sup>th</sup> day of May 2015.

**CITY OF ROCKPORT, TEXAS**

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

**ATTEST:**

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

**APPROVED, PASSED and ADOPTED** on second and final reading this \_\_\_\_\_ day of May 2015.

**CITY OF ROCKPORT, TEXAS**

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

**ATTEST:**

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

By: Rinaldi

H.B. No. 1939

A BILL TO BE ENTITLED

AN ACT

relating to the provision of bags to customers of a business at the point of sale.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 6, Business & Commerce Code, is amended by adding Chapter 205 to read as follows:

CHAPTER 205. RIGHT OF BUSINESS TO PROVIDE BAG TO CUSTOMER

Sec. 205.001. PROVISION OF BAG AUTHORIZED. A business that sells an item to a customer may provide to the customer at the point of sale a bag or other container made from any material.

Sec. 205.002. REGULATIONS INVALID. An ordinance or regulation adopted by a municipality purporting to restrict or prohibit a business from, require a business to charge a customer for, or tax or impose penalties on a business for providing to a customer at the point of sale a bag or other container made from any material is invalid and has no effect.

SECTION 2. Sections 361.0961(a) and (c), Health and Safety Code, are amended to read as follows:

(a) A local government or other political subdivision may not adopt an ordinance, rule, or regulation to:

(1) prohibit or restrict, for solid waste management purposes, the sale or use of a container or package, including a bag provided by a business to a customer, in a manner not authorized by state law;

H.B. No. 1939

1           (2) prohibit or restrict the processing of solid waste  
2 by a solid waste facility, except for a solid waste facility owned  
3 by the local government, permitted by the commission for that  
4 purpose in a manner not authorized by state law; or

5           (3) assess a fee or deposit on the sale or use of a  
6 container or package, including a bag provided by a business to a  
7 customer.

8           (c) This section does not limit the authority of a local  
9 government to enact zoning ordinances, except that a zoning  
10 ordinance enacted by a local government may not prohibit, restrict,  
11 or assess a fee or deposit on the use or provision by a business of a  
12 bag to a customer at the point of sale.

13           SECTION 3. Beginning September 1, 2015, a municipality may  
14 not enforce any ordinance or regulation adopted by the municipality  
15 before that date that prohibits or restricts a business from  
16 providing to a customer at the point of sale a bag or other  
17 container made from any material.

18           SECTION 4. This Act takes effect September 1, 2015.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 12**

Deliberate on preliminary FY 2015-2016 budget considerations.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The City Manager will present some topics for Council's consideration as the City begins preparations for the FY 2015-2016 budget.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Not an action item.

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**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 13**

Deliberate and act on classification and compensation study proposal by Condrey and Associates and authorizing the Mayor to negotiate and execute all necessary documents

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

---

**BACKGROUND:** The City of Rockport's compensation plan has not been thoroughly evaluated in a number of years for competitiveness in the labor market or for equity between positions, among other things. For example, as we have seen with the three attempts to recruit a Community Planner over the last 18 months and the ongoing loss of Police Officers and Dispatchers to neighboring communities on the east side of the Harbor Bridge, the City of Rockport has struggled to attract and retain employees due to uncompetitive pay. Locally, the City even faces competitive pressure for several of the City's positions from the advertised beginning wage of \$10.00 per hour currently paid by most of the franchise fast food restaurants in Rockport. Using an independent consultant with extensive experience developing compensation plans will provide an objective evaluation of each position. Please see the accompanying proposal from Condrey and Associates for details on the scope of work.

It is anticipated that full implementation of the study's recommendations will likely add a sizable amount to the budget. Council should not consider approving a study until such time as there is a strong commitment to begin full or phased implementation of a study's recommendations, e.g. beginning in FY 2015-2016. Because of the short shelf life of salary data, completing the study now and delaying implementation to FY 2016-2017 or later will decrease the accuracy of the study at implementation and also deflate moral due to the delay.

---

**FISCAL ANALYSIS:** Cost of the study would be charged to Non-Departmental Contracted Services in the General Fund and Utility Fund. Currently, General Fund (01-699-2046) is budgeted \$30,000 and has a balance of \$8,489.48 while the Utility Fund (02-699-2046) is budgeted \$6,500 and has a balance of \$3,861. The terms of the proposed agreement calls for two payments, one of which could be in FY 2014-2015 and the other in FY 2015-2016 or all of the payment could come from the current fiscal year. In any event, any shortage in a line item would come from fund balance.

---

**RECOMMENDATION:** If there is a commitment by City Council to full or phased implementation of any study recommendations in FY 2015-2016, staff recommends approval of the proposed classification and compensation study, as presented. Lacking a commitment for implementation in FY 2015-2016, staff recommends denying the proposal.



CONDREY &  
ASSOCIATES, INC.

*A Human Resources Consulting Company*

April 28, 2015

Mr. Kevin Carruth  
City Manager  
City of Rockport  
622 E. Market Street  
Rockport, Texas 78382

Dear Mr. Carruth:

I have enclosed a proposal to conduct a classification and compensation study for the City of Rockport. If selected, we plan to begin work on the project July 1, 2015, with a preliminary report submitted for review in September 2015 and a final report submitted before October 31, 2015. The enclosed proposal outlines a thorough study for the City.

I believe you will agree that confidence is built in a new classification and compensation system by involving management and employees in the process. If selected for this project, we would personally interview approximately 90% of full-time position incumbents covered under this letter of agreement. As you will note from the enclosed proposal, in the employee interview process we utilize a variety of skilled consultants with specific subject matter knowledge of local government, public safety, public utilities, public finance, public works, information technology, and local government administration. This process leads to a valid and expertly prepared compensation plan that is accepted by the City's employees.

I strongly encourage you to check the references we have listed in our proposal packet. I believe you will find that we work very hard to deliver a thoroughly documented and competitive personnel system that meets the needs of management and employees alike.

This offer of services is valid until September 30, 2015. We will be happy to revise the enclosed memorandum of agreement to meet appropriate legal requirements as deemed necessary by the City or to enter into an appropriate contract initiated by the City of Rockport.

We are looking forward to providing high quality human resource management consulting services to the City of Rockport. I believe you will find our firm to be highly competent and responsive to the needs of your jurisdiction. Please contact me at (706) 540-2099 if I may provide further information.

Sincerely,

A handwritten signature in cursive script that reads "Stephen E. Condrey".

Stephen E. Condrey, Ph.D., IPMA-CP  
President

**PROPOSAL FOR A CLASSIFICATION  
AND COMPENSATION STUDY  
FOR THE CITY OF  
ROCKPORT, TEXAS**

**April 28, 2015**

**Condrey and Associates, Inc.  
PO Box 7907  
Athens, Georgia 30604-7907  
(706) 380-7107 (phone)  
(586) 816-4067 (fax)  
steve@condrey-consulting.com  
www.condrey-consulting.com**

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## PROFILE OF PROPOSER

Condrey and Associates, Inc. is a human resource management consulting firm providing personnel-related technical assistance to local and state government organizations. All work performed for the City of Rockport project will be conducted on site and at the firm's offices in Athens, Georgia.

The two principals associated with the project, Dr. Steve Condrey and Ms. Jan Hansford, have collaborated on over 500 similar projects for state and local governments. Consultants for this project will be chosen from among consultants with specific subject matter knowledge in local government, public safety, public utilities, public health, and public works administration: Dr. Rex Facer, Associate Professor in the Romney Institute of Public Management at Brigham Young University and a skilled human resources consultant, Mr. Mark Knowles, an independent consultant experienced in financial administration and information technology, Mr. Edward Hand, a skilled classification consultant with over thirty years of Engineering and Public Works experience, Gene Mays, Chief Deputy of the Athens-Clarke County, Georgia, Sheriff's Department and a skilled law enforcement consultant, Mr. Ellis Cadenhead, President of Electric Cities of Georgia, and a consultant skilled in conducting classification and compensation studies, Mr. James Hansford, a skilled classification consultant and former Executive Director of the Georgia Firefighter Standards and Training Commission, Mr. Reuben Lasseter, an independent consultant and former Human Resources Director for the State of Georgia's Department of Human Resources (health and social services agency), Mr. Carl McCoy, a retired Project Director with the Vinson Institute who has over twenty years experience in conducting classification and compensation studies, Mr. Mike Mahathirath, a skilled consultant specializing in IT, Finance and Staffing Analyses, Dr. Mark Foster, an industrial psychologist with extensive experience in law enforcement administration, Dr. Catherine Reese, a skilled human resources consultant and Associate Professor of Public Administration at Arkansas State University, Dr. James M. Austin, Jr., an industrial psychologist and President of Austin Consulting, Inc., Mr. Brian Burke, a certified Real Estate Appraiser and Firefighter, and Dr. Greg Reece and Ms. Chrissy Kolaya, skilled technical writers and consultants.

## REPRESENTATIVE CLIENT CONTACTS

Listed below are three representative references. Additional professional references are available upon request.

Mr. Hank Domeracki  
Chief Financial Officer  
Texas Municipal League Intergovernmental Risk Pool  
1821 Rutherford Lane, 1<sup>st</sup> Floor  
Austin, Texas 78754  
(512) 491-2331  
[hdomeracki@tmlirp.org](mailto:hdomeracki@tmlirp.org)

We are in the process of completing a classification and compensation study for the Texas Municipal League Intergovernmental Risk Pool (approximately 225 employees). TMLIRP chose our firm after a very competitive process.

Ms. Leigh Corson  
Director of Administrative Services  
City of Forney  
101 E. Main Street  
Forney, TX 75126  
(972) 564-7319  
[lcorsen@cityofforney.org](mailto:lcorsen@cityofforney.org)

We recently completed a classification and compensation study for the City of Forney (approximately 120 employees). Forney chose our firm to complete this assignment after a very competitive process.

Mr. Steven A. Reeves  
Human Resources Director  
City of Auburn  
144 Tichenor Avenue  
Auburn, AL 36830  
(334) 501-7240  
[sreeves@auburnalabama.org](mailto:sreeves@auburnalabama.org)

We completed a classification and compensation study for the City of Auburn in 2004 (approximately 450 employees). We completed an update of their plan in 2009. Auburn has recommended us to numerous other jurisdictions.

## SELECTED CLIENTS

**Alabama**

Alabama Department of Postsecondary Education  
 Anniston Water Works and Sewer Board  
 City of Anniston  
 City of Auburn  
 Curry Water Authority  
 Etowah County  
 City of Gadsden  
 City of Jasper  
 Jasper Water Works and Sewer Board  
 Lee County  
 City of Madison  
 City of Mobile  
 Mobile County  
 Mobile County Personnel Board  
 Mobile Area Water and Sewer Board  
 Mobile Housing Authority  
 North Central Alabama Regional Council of Governments (NARCOG)  
 City of Opelika  
 City of Rainbow City  
 Selma Waterworks and Sewer Board  
 Walker County

**Arkansas**

City of Jonesboro  
 City of North Little Rock

**Connecticut**

Town of Waterford

**Florida**

City of Miami Beach  
 St. Johns County  
 St. Johns County Property Appraiser  
 St. Johns County Clerk of Courts

**Georgia**

Brunswick-Glynn County Joint Water and Sewer Commission  
City of Canton  
City of Cartersville  
Columbus Consolidated Government  
Cook County  
Coweta County Water and Sewerage Authority  
City of Forest Park  
City of Hinesville  
City of Holly Springs  
City of Suwanee  
Lowndes County  
City of Peachtree City  
Tift County  
City of Tybee Island  
United Methodist Church, North Georgia Conference  
City of Valdosta

**Kentucky**

Bowling Green Municipal Utilities  
DESA International, Inc., Bowling Green  
City of Morganfield

**Illinois**

Village of Forsyth  
City of Moline

**Iowa**

Dallas County  
Muscatine Power and Water

**Maine**

City of Scarborough

**Maryland**

City of Takoma Park

**Missouri**

City of Cape Girardeau  
City of Gladstone  
City of Jefferson City  
City of Lake Saint Louis  
City of O'Fallon  
City of Sedalia

**Nevada**

City of Boulder City

**New Hampshire**

Local Government Center

City of Concord

Town of Hanover

Manchester Employees' Contributory Retirement System

**New Mexico**

Bloomfield School District

Santa Fe Community College

San Juan College

**New York**

Madison County Government

Onondaga County Government

Orange County Government

**North Carolina**

Braswell Memorial Library, Rocky Mount

Cape Fear Public Utility Authority

Town of Chapel Hill

City of Hickory

City of Laurinburg

City of Lincolnton

Lincoln County Government

North Carolina League of Municipalities

Orange County Government

City of Rocky Mount

Rutherford County Government

City of Wilson

**North Dakota**

City of Bismarck

City of Mandan

Mandan Parks District

**Oklahoma**

City of Broken Arrow

Northeastern State University

**South Carolina**

City of Goose Creek

Jasper County Government

**South Dakota**

City of Aberdeen  
City of Pierre  
Minnehaha County  
Pennington County  
City of Rapid City  
City of Spearfish

**Tennessee**

City of Hendersonville

**Texas**

City of Big Spring  
City of Beaumont  
City of Forney  
City of Galveston  
City of Seabrook  
Galveston County Government  
Galveston County Health District  
Harris County Housing Authority  
Oller Engineering, Inc., Lubbock  
Texas Municipal League Intergovernmental Risk Pool  
Webb County Government

**Vermont**

Town of Hartford  
Town of Norwich

**Virginia**

The Children's Center  
City of Franklin  
Franklin Development and Housing Authority  
Powhatan County  
Town of Rocky Mount  
Town of Vinton

**Wyoming**

City of Casper  
City of Green River  
City of Laramie  
City of Rock Springs  
City of Sheridan  
Sheridan County Government  
Sheridan Recreation District

## SUMMARY OF PROPOSER'S QUALIFICATIONS

Stephen E. Condrey, Ph.D. Steve Condrey, President of Condrey and Associates, has over thirty years of professional experience in human resource management and has consulted nationally and internationally with over 800 organizations concerning personnel-related issues. He is the immediate past Editor-in-Chief of the *Review of Public Personnel Administration* and is the co-editor of *Public Administration in Post-Communist Countries* (CRC Press, 2013), editor of the *Handbook of Human Resource Management in Government*, Jossey-Bass, (1998, 2005 and 2010), and *Radical Reform of the Civil Service*, Lexington Press, 2001. He is the 1998 recipient of the University of Georgia's Walter Barnard Hill Award for Distinguished Achievement in Public Service and Outreach and was named Hill Fellow by the University of Georgia in 2004 (the University of Georgia's highest public service faculty honor). He holds the IPMA-CP designation from the International Public Management Association for Human Resources. Steve retired from the Carl Vinson Institute of Government, University of Georgia in 2010. He was appointed by President Obama as Chairman of the Federal Salary Council in 2010. Dr. Condrey was elected as a Fellow to the National Academy of Public Administration in 2012 and is President of the American Society for Public Administration for 2013-2014.

Ms. Jan Hansford. Jan Hansford, Vice President of Condrey and Associates, is a Principal Human Resource Management Consultant with the Vinson Institute and Assistant Human Resources Director of Athens-Clarke County, Georgia, a consolidated government of over 1500 employees. With over 25 years of related experience, both as a practitioner and as a consultant, Jan specializes in administrative classification issues, *Fair Labor Standards Act* compliance, and payroll restructuring and administration. She is also well-versed in communicating complex classification and compensation issues in a clear and understandable fashion and will assist in communicating study results to department heads, elected officials, and employees. Ms. Hansford has assisted in managing over 400 personnel-related projects. Jan holds the IPMA-CP designation from the International Public Management Association for Human Resources.

Mr. Mark Knowles. Mark Knowles, Principal Consultant with Condrey and Associates, is the founder of GovernmentBids.com – a leading online procurement monitoring system. Mark has prior experience with the Georgia Municipal Association, where he provided technical assistance to local governments. Mark has assisted with organizational management issues related to technology in several communities including the cities of Rapid City, South Dakota, and Auburn, Alabama. Mark has experience in performance benchmarking and assisted in the design and implementation of systems in communities such as Lowndes County and Dawson County, Georgia. Mark has over twenty years of classification and compensation experience and has assisted managing projects in over 200 jurisdictions across the United States.

Mr. Mike Mahathirath. Mike Mahathirath, Senior Consultant with Condrey and Associates, is co-founder of GovDirections – the leading online procurement monitoring service. Mike has prior experience with the Georgia Municipal Association and the Georgia Department of Community Affairs. Mike managed one of the largest lease-purchase pools in the United States and implementation of a statewide uniform chart of accounts for Georgia Local Governments.

Mike has over twelve years of experience working with local governments throughout the United States.

Mr. Edward Hand. Ed Hand, Senior Consultant with Condrey and Associates has over 30 years of public works and engineering experience. Eddie serves on numerous committees and boards for local government and community nonprofits. Eddie has over thirty years working on Classification and Pay Plans. Eddie has assisted with the Jasper, Alabama Waterworks and Sewer Board, Big Spring, Texas, Galveston County, Texas, Moline, Illinois, Auburn, Alabama, Cape Girardeau, Missouri, and Selma, Alabama Waterworks and Sewer Board, Wilson, North Carolina, Rutherford County, North Carolina, Hickory, North Carolina, Muscatine Power and Water, Iowa, Gladstone, Missouri, Jasper, Alabama, Curry Water Authority, Alabama, Etowah County, Alabama, Lee County, Alabama, Madison, Alabama, Mobile County, Alabama, City of Mobile, Alabama, Mobile Area Water and Sewer Board, Alabama, City of Opelika, Alabama, City of Rainbow City, Alabama, City of Miami Beach, Florida, St. Johns County, Florida, City of Gladstone, Missouri, City of Rocky Mount, North Carolina, City of Wilson, North Carolina, City of Hendersonville, Tennessee, City of Galveston, Texas, Forney, Texas, Webb County, Texas, and Sheridan, Wyoming projects.

Mr. Gene Mays. Gene Mays, Senior Consultant with Condrey and Associates, has over twenty-five years of law enforcement experience as a Patrol Officer, Corporal, Juvenile Officer, Detective, Sergeant, Internal Affairs Officer, and Captain with the Athens-Clarke County Police Department. He recently retires as Chief Deputy of the Clarke County, Georgia Sheriff Department. In addition to directly-related law enforcement experience, Gene is a skilled law enforcement consultant, having consulted with numerous jurisdictions concerning personnel-related issues (classification and compensation, job analysis, and assessment centers). Gene coordinated the law enforcement interviews with the City of Anniston, Alabama, Orange County, North Carolina, Jefferson City, Missouri, North Little Rock and Jonesboro, Arkansas, Galveston County, Texas, Wilson, North Carolina, Auburn, Alabama, Cape Girardeau, Missouri, Sheridan, Wyoming, Gladstone, Missouri and Jasper, Alabama projects.

Mr. James E. Hansford. Jim Hansford, Principal Consultant with Condrey and Associates, has over thirty-five years of experience as a Firefighter, Lieutenant, Captain, Chief of Training and Fire Chief of a consolidated government fire department. He recently retired as the Executive Director of the State of Georgia Firefighter Standards and Training Council, where he administered the certification program for all fire departments in the State of Georgia. Jimmy is a member of the International Association of Fire Chiefs, Georgia Association of Fire Chiefs, and the Georgia Firefighters Association. Mr. Hansford is a skilled consultant, having assisted with over 100 personnel-related projects in various jurisdictions.

Mr. Carl McCoy. Carl McCoy, Senior Consultant with Condrey and Associates, retired as a Project Director with the Carl Vinson Institute of Government at the University of Georgia. Mr. McCoy has over twenty years of experience in conducting classification and compensation studies. Carl specializes in administrative and public works classification activities and has assisted with the numerous projects across the United States.

Dr. Rex Facer. Rex L. Facer II, Senior Consultant with Condrey and Associates, is an Associate Professor in the Romney Institute of Public Management in the Marriott School at Brigham Young University where he teaches in the Master of Public Administration program. President Obama appointed Facer to the Federal Salary Council in 2010. Facer previously served on NASPAA's Commission on Peer Review and Accreditation, including a term as chair. The commission is the accrediting body for master's degree programs in public administration. Professor Facer regularly lectures and consults nationally and internationally on human resource management and local public finance issues. His published research has appeared in leading peer-reviewed journals. His current research focuses on public sector compensation practices, alternative work schedules, and local government finance. Rex coordinates all performance appraisal design and training as well as all salary equity analyses for Condrey and Associates, Inc.

Mr. Ellis Cadenhead. Ellis Cadenhead, Senior Consultant with Condrey and Associates, recently retired as Executive Director of the Coweta County (Georgia) Water Authority. Ellis previously served as Executive Director of Electric Cities of Georgia and Assistant General Manager of Newnan Utilities (Georgia), a full-service utilities commission. Ellis is active in various state and national professional organizations. He assisted with the Galveston, Texas, North Little Rock, Arkansas, Bowling Green Municipal Utilities (Kentucky), Wilson, North Carolina and Muscatine Power and Water (Iowa) projects. Ellis was the founder of the Georgia Public Web, as well as numerous telecommunications innovations while with Newnan Utilities.

Mr. Reuben Lasseter. Reuben Lasseter, Senior Consultant with Condrey and Associates, is the former Human Resources Director of the Georgia Department of Human Resources, the 22,000 person agency charged with delivering public health and social services to the state's population. Mr. Lasseter has over 30 years of experience in position classification and compensation as well as other human resource management areas. Reuben was a primary author of the 1996 legislation enacted to reform the Georgia State Merit System.

Dr. James M. Austin, Jr. Jim Austin, Senior Consultant with Condrey and Associates, is President of Austin Consulting, Incorporated. Dr. Austin has extensive experience in conducting job analysis, assessment center preparation/administration, policy development, training, and position classification activities in a variety of public and private sector organizations including Home Depot.

Dr. Mark Foster. Mark Foster, Senior Consultant with Condrey and Associates, is an industrial psychologist with over 20 years of experience in law enforcement personnel selection and promotion administration. Mark has coordinated the promotional process for the Georgia State Patrol for the past twelve years, and the Georgia Bureau of Investigation for the past eight years. Additionally, he has consulted nationally with numerous other law enforcement agencies and with Fortune 500 corporations such as Georgia Pacific and Federal Express.

Dr. Cathy Reese. Cathy Reese, Senior Consultant with Condrey and Associates, is Assistant Professor of Public Administration at Arkansas State University where she teaches courses in budgeting, financial administration, and human resource management. Cathy has over 15 years

of experience in conducting classification and compensation studies and most recently worked on the North Little Rock and Jonesboro, Arkansas, projects.

Mr. Brian Burke. Brian Burke, Senior Consultant with Condrey and Associates, is a certified Real Estate Appraiser and Firefighter. Brian has consulted with over 20 organizations, and currently works for a local government.

Ms. Linda Seagraves. Linda Seagraves, Principal Consultant with Condrey and Associates, is a Personnel Specialist with the Vinson Institute of Government. Ms. Seagraves specializes in payroll restructuring and is skilled in calculating project implementation costs so that accurate budget projections are provided to the client. Ms. Seagraves has consulted with over 500 organizations.

Mr. Patrick Steed. Patrick Steed, Senior Consultant with Condrey and Associates, assists in salary data collection activities and in calculating the costs of project implementation plans. Patrick has consulted with over 40 organizations.

Dr. Greg Reece. Greg Reece, Principal Consultant with Condrey and Associates, is a skilled technical writer, author and consultant. He holds graduate degrees from Vanderbilt University (M.Div.) and Claremont Graduate University (Ph.D). He teaches courses in Ethics at the University of Alabama, Birmingham.

## SUMMARY OF CONSULTANT RESPONSIBILITIES AND ASSIGNMENTS

**Jan Hansford** will serve as project director and will coordinate all direct contacts with the client in conjunction with **Mark Knowles**. She will also coordinate the classification interview schedule, personally interview top administrative personnel, be responsible for constructing the overall classification plan, direct the salary survey, calculate project implementation costs, review the proposed classification plan with appropriate City officials, conduct employee classification appeals (if any), and be available on an as-needed basis for follow-up technical assistance and training during the first year of project implementation.

Mark Knowles will serve as assistant project director and will assist Jan Hansford in the above outlined duties. Mark will also conduct the classification interviews in conjunction with Jan Hansford.

**Dr. Greg Reece** is the writer for the project. **Linda Seagraves and Patrick Steed** will coordinate salary data collection activities as part of this project and will calculate the costs of various project implementation plans.

City of Rockport staff support required for the project will be minimal. We request that one person be appointed to serve as our principal contact for the purpose of communicating project plans and schedules, gathering current payroll information, and disseminating and collecting position questionnaires and draft job descriptions.

## PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- \* For a full description of project activities please see the enclosed draft contract. Individual employees will be apprised of project activities through a series of project orientation sessions as well as personally during the time that they are interviewed for classification purposes.
- \* We anticipate collecting salary data from published sources such as the U.S. Bureau of Labor Statistics, *Compensation 2015*, published by the International City/County Management Association, as well as other relevant and appropriate published sources.
- \* Condrey and Associates will conduct a salary survey specifically for this project. Approximately 25 organizations will be invited to participate in the survey. The salary data will be collected using a university-based online system. This system makes it easy for the target organizations to quickly and accurately input their salary and, if needed, benefit information. Each organization will be sent an email that explains the online salary system as well as access information. The team implementing the online salary survey is available to answer questions and provide support as needed. A sample of the web-based salary data collection system can be viewed at : <http://www.flssurveyresearch.org/demo/> using the access code: RNMPNF
- \* We will provide the City of Rockport with three implementation plans showing the relative impact of differing funding levels on the compensation plan. This will provide the City with a degree of flexibility in implementing the project. Back-up data will provide individual employee salary calculations for placement in the new plan. Additionally, Condrey and Associates will discern the need for and, if necessary, detail the cost of any equity adjustment to ease employee pay compression.
- \* Three months following project implementation, Condrey and Associates will conduct an employee appeals process. The appeals process will provide employees an opportunity to provide written justification for appealing their classification. Condrey and Associates will reply to all appeals in writing and will conduct telephone or onsite reviews to ascertain the nature of the appeals. We normally have few (if any) classification appeals.
- \* Condrey and Associates utilizes a modified version of the Factor Evaluation System (FES). FES is the most widely utilized point-factor evaluation system and is the basis for most all other point-factor job evaluation systems. We have utilized FES in over 500 organizations of differing functions and degrees of administrative sophistication. We find that FES, when applied skillfully and properly, produces an internally equitable classification plan that is highly acceptable to management as well as the organization's employees. Training in FES application will be provided to the City of Rockport human resources staff. Also, we provide a full year of follow-up technical assistance to include additional training to insure that the system is properly maintained. Please note that all FES data calculations are available in electronic format. Also, since FES is in the public domain, there are no copyright or royalty fees associated with its use.

- \* We will conduct extensive interviews or desk audits with full-time position incumbents (approximately 90%). This will help assure an accurate and internally equitable classification plan that is accepted by management as well as the City's employees.
- \* Condrey and Associates utilizes a system of career ladders as an overlay to the classification system developed through our job evaluation system. These career ladders provide avenues for managerial flexibility as well as individual employee incentive and achievement. We believe this methodology is superior to traditional broad-banding and avoids that system's potential flaws, including those related to equal pay.
- \* Condrey and Associates is very familiar with the *Americans with Disabilities Act (ADA)*. In addition to providing advice to clients in the practical application of ADA, one of the firm's principals conducted the most extensive survey to date of ADA implementation in America's cities. Approximately 300 cities responded to the survey. The results appear in the *American Review of Public Administration*.
- \* All written products produced for the City of Rockport project will become the property of the City. This includes the job evaluation system, job descriptions, position questionnaires, salary survey data, and all training materials. These products will also be provided to the client in disk form. Our current software includes Word, Excel, and the Statistical Package for the Social Sciences (SPSS+). There is no additional charge for this service.

## SUMMARY OF THE PROPOSED FEE STRUCTURE

Condrey and Associates will provide the services outlined in the enclosed draft contract for the **fixed cost** of \$37,500. This fee includes one year of follow-up technical assistance at no additional charge to the jurisdiction.

## MEMORANDUM OF AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Rockport, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

**WITNESSETH**, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

### **Section I**

Condrey and Associates will:

a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

### **Section II**

COOPERATOR will pay Condrey and Associates a fixed fee of \$37,500 upon receipt of invoices. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Mr. Kevin Carruth, City Manager, City of Rockport, 622 E. Market Street, Rockport, Texas 78382; telephone number (361) 729-2213, ext. 221. The billings shall occur on July 15, 2015 and October 1, 2015.

### **Section III**

The term of this agreement shall be from July 1, 2015 through October 31, 2015. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

**Section IV**

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

**Section V**

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

**IN WITNESS WHEREOF**, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR THE CITY OF ROCKPORT:

\_\_\_\_\_  
Stephen E. Condrey  
President

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jan H. Hansford  
Vice President

Corporate Seal

## APPENDIX A

### **Contract for Technical Assistance to the City of Rockport, Texas: Proposal for Reviewing and Revising the City's Classification and Compensation System**

The administration of the City of Rockport has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

#### **Objectives**

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

#### **Phase I -- Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

#### **Phase II -- Job Analysis Survey**

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).

- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to insure adequate data for generating a complete and valid description of each job and job classification. It is anticipated that approximately 90% of full-time position incumbents will be interviewed concerning their job duties and responsibilities.
- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

### **Phase III -- Job Evaluation**

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

### **Phase IV -- Developing a Compensation Structure**

Condrey and Associates will:

- 4.1 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.2 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.3 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

### **Phase V -- Developing a Pay Plan**

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

## **Phase VI -- Implementing and Administering the Program**

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

## **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$37,500. Considering the scope of the project, we anticipate a four (4) month work plan beginning July 1, 2015, with final reports submitted on or before October 31, 2015. Follow-up technical assistance will be provided through October 31, 2016 at no additional cost to the City (with the exception of travel-related costs). Formal involvement would terminate October 31, 2015.

City of Rockport, Texas  
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
July 2015	<ul style="list-style-type: none"> <li>o Distribute position questionnaires</li> <li>o Conduct project orientation for human resources staff and department heads</li> </ul>
August 2015	<ul style="list-style-type: none"> <li>o Completed position questionnaires returned to Condrey and Associates</li> <li>o Conduct salary survey</li> <li>o Conduct employee interviews</li> </ul>
September 2015	<ul style="list-style-type: none"> <li>o Develop preliminary cost estimate</li> <li>o Present preliminary classification and pay report</li> </ul>
October 2015	<ul style="list-style-type: none"> <li>o Publish final report</li> </ul>
November 2015 – October 2016	<ul style="list-style-type: none"> <li>o Provide follow-up technical assistance in pay plan implementation.</li> </ul>

Project Directors: Stephen E. Condrey, President  
Ms. Jan Hansford, Vice President  
Condrey and Associates, Inc.  
PO Box 7907  
Athens, GA 30604-7907  
(706) 380-7107 (Phone)  
(586) 816-4067 (FAX)  
[steve@condrey-consulting.com](mailto:steve@condrey-consulting.com)  
[jan@condrey-consulting.com](mailto:jan@condrey-consulting.com)  
[www.condrey-consulting.com](http://www.condrey-consulting.com)

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 14**

Deliberate and act on interlocal agreement with Aransas County for subdivision regulation within the extraterritorial jurisdiction of the City of Rockport.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** In September 2003, the City and Aransas County executed an interlocal providing for subdivision regulation within the City's extraterritorial jurisdiction (ETJ). The initial term of the 2003 agreement was for one year and provided for it to "automatically renew for another year unless terminated." It is likely that the intent of both parties was for automatic renewals every year rather than just for year two and no more but the language of the agreement does not allow for that and we have had no agreement since September 2005. Aransas County has submitted a new agreement for consideration. An initial comparison between the old agreement and the proposed one (no redlined version is available) shows the following differences:

1. The City's authority to regulate subdivision plats and related building code permits moves from ½ mile to the full mile of the ETJ.
2. The County is given exclusive authority to regulate all other development permits, including stormwater management, floodplain management, tree removal permits, and on-site sewer facilities within the full ETJ.
3. The term renews annually.

The City Engineer has expressed concerns about the proposed agreement but staff has not met with him or received his full comments yet. Additionally, Commissioners Court has the item on their May 26, 2015, agenda to "discuss, approve, disapprove guidance" for the agreement.

Please see the accompanying interlocal agreements for additional information.

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**FISCAL ANALYSIS:** Unknown.

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**RECOMMENDATION:** Staff recommends Council table the proposed agreement until it has comments from the City Engineer and until the City knows the guidance Commissioners Court is scheduled to provide on May 25, 2015.

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**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE CITY OF  
ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE EXTRATERRITORIAL  
JURISDICTION OF THE CITY OF ROCKPORT**

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This agreement is made by and between The City of Rockport, a municipality located within Aransas County, Texas (hereinafter called "the City") and the County of Aransas, a political subdivision of the State of Texas (hereinafter called "the County"), as required by Section 242.001 of the Texas Local Government Code.

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapter 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the City limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, Pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the County lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits in from both the City and the County; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related building code permits in all areas within its entire extraterritorial jurisdiction.

The City and the County agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate all other development permits, including, but not limited to, stormwater management, floodplain management and on-site sewer facilities, in the entire extraterritorial jurisdiction of the City.

The City and the County agree that, if a proposed subdivision originates within the City limits or in the City's extraterritorial jurisdiction and less than fifty percent (50%) of the subdivision area extends past the extraterritorial jurisdiction line, that the City shall have exclusive right to exercise its jurisdictional authority, as defined above, within the limits of the entire proposed subdivision.

The City and the County agree that, if a proposed subdivision originates within the City's extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past the extraterritorial

jurisdiction line, the County shall have exclusive right to exercise its jurisdictional authority within the limits of the entire subdivision.

As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.

This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

The term of this agreement is from the date of execution of this agreement as provided below to one year from the date of execution. This agreement will automatically renew for another year, and continue to automatically renew for each subsequent year unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not less than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and the City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

In witness whereof, the governing bodies of both the county and the city have proposed and adopted this agreement and have caused this agreement to be executed. It shall become effective upon the date that both parties have signed this agreement.

Agreed to and adopted by the Commissioners' Court of the County of Aransas, Texas on this the \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
C. H. "Burt" Mills, Aransas County Judge

Agreed to and adopted by the City Council of Rockport, Texas on this the \_\_\_\_ day of \_\_\_\_\_, 2015

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

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE CITY  
OF ROCKPORT AND THE COUNTY OF ARANSAS WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF ROCKPORT**

This Agreement is made by and between The City of Rockport, a municipality located within Aransas County, Texas (hereinafter “the City”) and Aransas County, Texas, a political subdivision of the State of Texas (hereinafter “the County”), as required by the Section 242.001 of the Texas Local Government Code.

- WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and
- WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the City limits and in the extraterritorial jurisdiction of the municipality; and
- WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the County lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and
- WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the County; and
- WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in an area in its extraterritorial jurisdiction, said area being described as follows:

Beginning at the existing city limits as they are located on the date hereof, thence outward from said city limits a distance of ½ mile.

The City and the County agree that the County is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the remainder of the extraterritorial jurisdiction of the City.

The City and the County agree that, if a proposed subdivision originates in the City's extraterritorial jurisdiction of the City and extends past the half mile limit mentioned above, that the City shall have exclusive right to exercise its jurisdiction to regulate subdivision plats and approve related permits within the limits of that proposed subdivision.

As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.

The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the half of the City's extraterritorial jurisdiction as limited above, the authority to do so is adequate consideration to the County from the City for the performance of its obligations under this agreement.

The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the first half of its extraterritorial territory of jurisdiction as limited above, the authority to do so is adequate consideration to the City from the County for the performance of its obligations under this agreement.

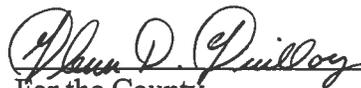
This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

The City and County agree that it is not the intent of this agreement to change the terms of any other inter-local agreements which may exist between the City and the County,

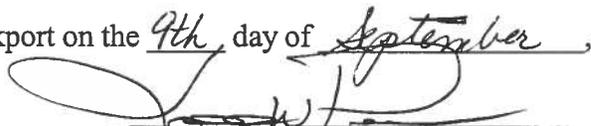
The term of this agreement is from the date of execution of this agreement as provided below to September 30, 2004. This agreement will automatically renew for another year unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not less than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

In witness whereof, the governing bodies of both the County and the City have proposed and adopted this agreement and have caused this agreement to be executed. It shall become effective upon the date that both parties have signed this agreement.

Agreed to and adopted by the Commissioners' Court of Aransas County, Texas on the 8th day of September, 2003.

  
For the County

Agreed to and adopted by the City Council of Rockport on the 9th day of September, 2003.

  
For the City

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, May 26, 2015**

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**AGENDA ITEM: 15**

Deliberate and act on proposal from Aransas County for replacement of audio visual equipment in the emergency operations center.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The two projectors on the Sheriff's Office side of the Emergency Operations Center (EOC) have not worked for about two years (the two on the Police Department side work). These projectors are critical communication tools in the EOC and are very useful for training and other events that also happen in the EOC.

Aransas County IT Director Collin Jackson solicited the accompanying quotes to overhaul and upgrade the audio/visual systems in the EOC. One quote covers utilizing our existing screens with new projectors, and a second quote which covers replacing both the screens and the projectors, and then a statement of work the contractor will perform. This is a complete overhaul of the EOC, reusing the existing DVD/VCR players and existing audio components, and a few other components we already have. The complete overhaul includes installing four new projectors; four new screens (optional); a new management system to handle the content per screen and what is heard through the speakers, etc.; as well as a simple means to drive and control the system without a bunch of remote controls or steps to make the room ready for use at any given time, as well as easily separating the room for different events. Additional components needed but not included in the quotes are TV tuners with HDMI outputs (available from TimeWarner). The project timeline is likely to be eight weeks or more.

Aransas County is prepared to move forward.

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**FISCAL ANALYSIS:** The County proposes splitting the \$64,162.58 cost equally. This is an unbudgeted cost in the FY 2014-2015 budget. One option to provide near immediate functionality in the current hurricane season is to simply replace the two broken projectors for \$1,000 or less.

---

**RECOMMENDATION:** Staff recommends Council table the proposal in order to allow for additional research and development of alternatives and to ensure that procurement procedures are correct.



## Statement of Work

EOC – Audiovisual Systems

Prepared For:

**Aransas County**

**Submitted to:**

Collin Jackson

Director of IT

[cjackson@aransascounty.org](mailto:cjackson@aransascounty.org)

**Submitted by:**

Elissa Fox

Account Executive

[foxe@whitlock.com](mailto:foxe@whitlock.com)

**Date:**

4/6/2015





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## 1. Overview

Whitlock is a global AV and UC Solutions Provider, specializing in collaborative technology design, integration and managed services.

Since 1956, we have helped Customers optimize, standardize and protect the value of their audiovisual technology investments.

Whitlock helps Customers create engaging, interactive environments, including:

- Telepresence/videoconferencing rooms
- Digital signage networks
- Auditoriums
- Collaborative classrooms and training facilities
- Visualization rooms
- Courtrooms
- Control rooms/network operations centers



Whitlock also offers expansive AV managed services, including AVNOC and remote support, field services, on-site managed services, videoconferencing warranty/maintenance and virtual and hosted video services.

Whitlock has a nationwide presence with 20 locations across the U.S., plus we have access to a global network of partners through our Global Presence Alliance. Our Customer delivery teams consist of seasoned AV engineers and certified professionals with InfoComm International® CTS, CTS-D and CTS-I technology certifications as well as advanced training credentials from all major AV and videoconferencing manufacturers. We also have a formal training program to keep our professionals informed of new techniques and emerging technologies in the industry.



## 2. Overview of System Capabilities by System or Room

### Display Systems

Provide and install four NEC 4000ANSI Lumen projectors with Universal mount to existing locations.

Provide Low Voltage Control for two Da-Lite Screens. Customer is responsible to have electrician wire the HighVoltage side to the screen. Whitlock will wire the low voltage to the system.

Reset limits on OFE screens to match the resolution of the projectors 16:9 ratio.

### Routing and Switching

Provide and install two DMPS-300 presentation switchers. Each unit will provide signal routing to the projectors in each respective area. Provide and install four wall mounted transmitters (two per side). Provide and install receivers at projector locations with RS232 control.

### Sources

Provide and install two Onkyo Blu-Ray players. Customer to provide two VCR players that Whitlock will integrate into the system. Customer to supply camera feed that will be integrated. Customer to supply Cable TV tuner with HDMI output that will be integrated.

### Audio Systems

Whitlock will utilize OFE audio amplifier/mixer and speakers. As security plate will be put over the amplifier as all volume controls will be via the touch panel. Integrate OFE wireless microphone. NOTE: The OFE wireless specified is a single output receiver and can only be used for one side of the divisible room.

Provide and install one Shure Combo wireless microphone.

### Control Systems

Provide and install two 5" touch panels for control of the rooms.

Controls will include: Projector power on/off, Screen up/down, Microphone Volume up/down/mute, Source Volume up/down/mute, Source routing to each projector, room combine/separate (when combined the touch panels will both provide the same controls), Blu-Ray transport functions, VCR IR control. When separated, the systems will work independent of each other. Note: VCR may need to be sent to Whitlock for testing and programming before installing onsite.

### Equipment racks and furniture

All rack equipment will be installed in OFE racks. It is assumed that the racks are positioned at a location so that 25 foot HDMI cables can be routed between them to share sources between rooms.



### 3. Services and Additional Deliverables

#### Project Management

Whitlock will provide professional project management as a key service to help ensure the success of the project. Whitlock project managers are trained in globally recognized project management fundamentals (PMP, PMI) and have experience managing projects throughout all phases of a project lifecycle, including initiation, planning, executing, monitoring, control and closing. We have many internal tools, processes and best practices in place to ensure that we communicate early, consistently and effectively.

- Detailed project checklists – design assist/review, pre-project approved drawings, documentation, finalized scope of work, procurement schedules, billing format and schedules, etc.
- Weekly status reports to provide project updates, action items, procurement status, risks and milestones and needs from other trades.
- Whitlock internal and Customer project kick off meetings.
- Documentation of project flow, timelines and milestones.
- Strong RFI and change management processes and documentation, customized for project.
- Proactive schedule management and resource mapping in Microsoft Project and other custom Customer tools.
- Detailed commissioning, training and final sign off plan, checklists and status reports.

#### Project Schedule

Whitlock understands that time is the essence of this project. We will make every reasonable effort in coordination and communication to ensure that your timetable is met. However, there are many factors outside of our control that may impact this schedule, such as the manufacturer and delivery of equipment from our vendors, and completion of requirements and responsibilities outside of our Scope of Work. As your timetable changes, we will make every effort to accommodate your new schedule, however Whitlock cannot guarantee that an installation crew will be available if planned installation dates change.

**We require a minimum of ten (10) working days' notice as to a revision of schedule dates that will change the time that a crew is required on-site. Notification of a change in schedule with less than 10 days notice to Whitlock may result in additional charges and impact to schedules and deadlines.**



This pricing in this proposal is based on non-overtime rates during normal business hours. Working days are defined as Monday through Friday excluding holidays unless specified otherwise in this proposal. Any work required outside of this timeframe will result in additional charges. The project manager will work with the customer and the design and procurement teams to establish realistic timelines for the delivery and installation of system components. The project manager will also work with the customer to establish timeframes for other deliverables including training and documentation. Project schedules will be documented using MS Project 2010 and delivered in Gantt chart form.

The following will be designated as milestones for the project schedule:

- Customer Review of Design and Proposal
- Baseline Project Schedule
- Whitlock Receives Purchase Order
- Project Kick-off
- Project Implementation
  - System Building
  - System Programming
- Customer Training
- Whitlock Delivers Documentation
- Project Review with Customer and Closeout

The project manager will be responsible for facilitating work package definition, sequencing, and estimating duration and resources with the project team. The project manager will also create the project schedule using MS Project 2010 and validate the schedule with the project team, stakeholders, and the Customer project sponsor.

### **Project Documentation**

Whitlock will provide complete documentation on the installed systems, including:

- As-built CAD Documentation, including wiring diagrams, rack elevations, device locations and mounting details
- Architectural coordination drawings, including coordination of requirements to be provided by others (such as power, conduit, furniture)
- Equipment lists with serial numbers
- Completed Quality Assurance checklists
- Control system software code (source code, see exceptions )
- Equipment user manuals

### **Standard Workmanship Warranty**

Whitlock warrants that our installation services will be free of defects in workmanship for a period of 12 months following first beneficial use of the equipment. Travel expenses to and from the site are



not included as part of this warranty. Any equipment or software is subject solely to limited warranties offered by the manufacturer of such equipment or software, if any. In most cases, the manufacturer does not provide for system fault isolation and other on-site services such as removal and replacement of equipment, etc. To bridge this gap, and to ensure the system is properly maintained during the warranty period, Whitlock includes a Priority Service Plan (PSP) with every system. If you decline to accept the PSP coverage offered you may be subject to additional costs for on-site support services provided during the warranty period.

### Manufacturer's Warranty

Typically a manufacturer's warranty covers parts and labor to repair the equipment but the equipment must be returned to the manufacturer's facility or their authorized service center (ASC) for warranty repair. System diagnostics, removal, replacement and post repair testing along with shipping cost to ship the unit the ASC are typically not included with equipment warranties.

### Priority Service Plan

Whitlock's Priority Service Plan supplements the basic Workmanship Warranty and provides a comprehensive on-going support plan. The Priority Service Plan is based on field dispatching for corrective and preventive maintenance. Key features include:

- An assigned Field Engineer trained on your system with trained back-ups on standby
- Access to our National Support Hotline (1-866-WHITLOCK) or [service@whitlock.com](mailto:service@whitlock.com) for dispatch, parts procurement and service tracking
- Semi-Annual Preventive Maintenance Checks & Services
- No charge for labor on equipment repairs performed on-site and in Whitlock Depot Facilities
- Cost plus 15% on parts and out-of-warranty equipment repairs
- Guaranteed 2 hour phone response and 24 hour emergency on-site response
- No charge for transportation of equipment to and from your facility as required to effect in-shop repair of covered equipment.
- No charge for the installation of firmware and software up-grades on system components
- Unlimited phone support
- Comparable loaner equipment, dependent upon availability. Includes standard video projectors, during extended repairs
- Consultation on system up-grades
- Detailed inventories of covered equipment
- Detailed repair history logs on covered equipment



*Note: Routine operational checks and services including lamp changes and filter cleaning on projectors will be accomplished by on-site AV support personnel in between regularly scheduled PM visits.*

## Service Hours

Services under this agreement shall be provided during normal working hours M-F 8:00AM – 5:00PM. After hours support shall be provided at a discounted hourly rate of \$140/hr.

## 4. Project Dependencies & Responsibilities

### Whitlock Requirements & Responsibilities

These are items that Whitlock will complete in fulfilling the project scope of work.

- Assign a project team including a Project Manager
- Provide and coordinate installation schedule
- Provide documented weekly progress updates
- Schedule a kick-off meeting with the customer stakeholders, as well as recurring project meetings as listed in the project schedule
- Install systems as described in the above statement of work and the Project Drawings
- Provide all Additional Deliverables listed
- Take photos of installed systems
- Complete Whitlock Quality Assurance testing and documentation
- Provide Project closeout deliverables to customer

### Customer Requirements & Responsibilities

These are items that Whitlock is dependent upon to complete the project scope of work on time, however, **these requirements and responsibilities are not provided by Whitlock. For a complete list of exclusions, please refer to the “[Not included in Whitlock Scope of Work](#)” section below.**

These requirements must be provided by the owner or other 3<sup>rd</sup> parties, and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, and/or Furniture/Millwork Contractor; IT departments, Facilities or Real Estate groups.



### Site Conditions

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure. All equipment delivered to the site will become the property of the owner immediately upon delivery.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- Furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses).

### Notification of Completion and Acceptance

Whitlock will provide written notification upon completion of the Scope of Work to Customer via an acceptance document. At that time, Whitlock will work with the customer to resolve any outstanding issues, deliverables, or punch list items related to this Scope of Work that may exist. Customer shall provide a written acknowledgement of Whitlock's completion of the Scope of Work by having an authorized representative sign and return the acceptance document. Whitlock will proactively seek acceptance from the customers designated representatives via email, voice, and/or US Mail. If no response is received (5) business days after a 3rd successive attempt, Whitlock will notify the Customer in writing that the Services in accordance with this Statement of Work are complete and the project is considered to be accepted by the Customer.



### Work Not Included in Whitlock Scope of Work

The system described in this scope of work is a complete, working system with the exceptions as noted below. These items are required for successful completion of the project, but are not provided by Whitlock.

1. The electrical power system necessary to power the listed equipment (including but not limited to: conduits, raceways, pull boxes, junction boxes, outlet boxes, wiring, conductors, breaker panels, transformers, etc) will be provided and installed by others.
2. The empty conduit system also known as “containment”, and cable raceways (including conduits, junction boxes, outlet boxes, raceways, cable ladders, etc) into which the cabling for the audio, video, data, and control systems will be provided and installed by others.
3. Any required floor cores for access between floors of the building vertically will be provided by others.
4. The repair of the ceiling, ceiling tiles, or ceiling tile grid after the installation of the screen, video projector lift, etc to be provided by others.
5. Any modifications to the structural, mechanical, electrical, and plumbing systems or movement of obstructions in the walls, floors, or ceilings to be provided by others.
6. All analog telephone lines required by any audio conferencing units will be furnished and installed by others.
7. The transmission lines and network interfaces required by the videoconferencing units will be furnished and installed by others. Whitlock will work with the Owner to coordinate the requirements for these systems, but other contractors will complete the provisioning and installation of these items.
8. The network connections and cabling systems required by the remote control systems will be furnished and installed by others.
9. The network connections and cabling systems required by the computers will be furnished and installed by others.
10. The building structure, to which the devices will be mounted, will be furnished and installed by others.
11. Any operators’ consoles, cabinetry, credenzas, lecterns, or other furniture into which devices will be mounted will be furnished and installed by others unless specifically listed herein.



### **Owner Furnished Equipment and Software**

If required, Whitlock will make every reasonable effort to utilize existing Owner Furnished Equipment (OFE) for use in this project. In the event that the OFE is determined to be unusable for this purpose, Whitlock will notify the customer. Whitlock assumes no liability or risk of loss for OFE or data contained therein.

If required, Whitlock will make every reasonable effort to utilize and modify Owner Furnished Software (OFS), existing software, or “code” as provided by the owner for use in this project. In the event that this software or code is determined to be unusable for this purpose, Whitlock will notify the customer. Whitlock assumes no liability for existing software or “code”.

During the installation, all OFE and OFS that will be incorporated into the system (including OFE computers, laptops, and mobile technology devices that will connect to the systems ad-hoc) must be available for our technicians to set up the system properly. Failure to have this equipment available during the installation will necessitate additional visits by our technicians to finish the system setup that may result in additional charges.

## **5. Terms and Conditions**

### **Invoicing and Payment**

Upon approval of credit, Customer will remit an initial deposit of 25% of the above total at the time of execution of this contract. Thereafter, Whitlock will submit a monthly invoice on or about the 5th of each month showing all equipment delivered and services rendered during the preceding month. The monthly invoice will also include materials suitably stored at our office during the staging process. Customer agrees to remit payment by check or wire transfer for such invoices within twenty (20) days from the invoice date. Customer agrees to pay a finance charge equal to 1½% per month on all invoices not paid timely. In the event that Whitlock employs an attorney to collect unpaid amounts, Customer agrees to pay all reasonable legal fees and costs incurred by Whitlock in such action.

### **Restocking Fees**

Any equipment or materials ordered by Customer may be cancelled or returned only at the discretion of Whitlock; in some cases equipment cannot be cancelled or returned. If such cancellation or return is authorized by Whitlock, Customer will be responsible for any related restocking fees, return freight costs, handling charges, and demobilization costs.

### **Acceptance**

Our acceptance of this proposal by Whitlock is subject to customary credit review. The pricing and other terms set forth in this proposal are good for a period of 30 days from the date of this letter.



### **Independent Contractor Relationship**

Whitlock and Customer are contractors independent of one another and neither party's employees will be considered employees of the other party for any purpose.

### **Confidentiality**

Each party will not furnish, use, or divulge to any individual, firm, corporation, or other entity, any proprietary or confidential information of the other party. The information furnished in this proposal and any related design information is the confidential and proprietary information of Whitlock and is provided for the purpose of assisting you in evaluating this proposal. This information remains the property of Whitlock and is not to be distributed outside of your company without written permission from Whitlock and payment for our design and engineering time expended to date.

### **Non-Solicitation**

During the term of our agreement and for a period of one year after completion of services, Customer will not hire or directly or indirectly recruit, induce, or solicit any employee or contractor of Whitlock for employment with any other person or entity.

### **Force Majeure**

Other than payment of amounts due herein, neither party shall be responsible for delays or failures that arise due to circumstances beyond its reasonable control.

### **Title and risk of loss**

Title and risk of loss or damage to equipment and materials shall pass to Customer upon delivery to Customer's site, at which point the security and insurance coverage for such equipment and materials will be Customer's responsibility.

### **Limitation of Liability**

No other representation, warranty, or guarantee, express or implied, is included in this proposal including implied warranties of fitness for a particular purpose or merchantability. In no event shall either party be liable for any special, indirect, consequential, incidental, or punitive damages.



## 6. Acceptance of Proposal

As an authorized representative of Aranas County, I accept this proposal dated 4/6/2015 in its entirety including the total quoted price and in full compliance with the terms and conditions stated.

To generate an official order, a signed purchase order must be received within ten (10) business days from acceptance. Changes to this order will be mutually agreed upon in writing and signed by designated person(s)

Original to be signed and returned to:

### Whitlock

*CUSTOMER ACCEPTANCE*

*WHITLOCK ACCEPTANCE*

\_\_\_\_\_  
**Name (print)**

\_\_\_\_\_  
**Name (print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## CONFIDENTIAL PROPOSAL

11100 Metric Boulevard, Suite 200E Austin, TX 78758 - Phone 512-280-3710 - Fax 512-933-0291 - www.whitlock.com

<b>Name</b>	Collin Jackson	<b>Date</b>	4/6/2015
<b>Company</b>	Aranas County	<b>Valid Period</b>	Sixty (60) days
<b>Address 1</b>	301 N. Live Oak St.	<b>Freight Terms</b>	FOB Dest., Ppd & Allow
<b>Address 2</b>		<b>Payment Terms -</b>	Deposit required plus monthly invoicing
<b>City, State, Zip</b>	Rockport, TX 78382	<b>Pricing is based on payment via check, ACH or wire transfer</b>	
<b>Phone</b>	361-790-8987	<b>Quote ID</b>	34834
<b>Fax</b>		<b>Account Executive</b>	Elissa Fox (AUS)
<b>Cell</b>	1 (361) 238-0774	<b>Account Executive Cell Phone</b>	512-354-2817
<b>E-Mail</b>	cjackson@aranascou	<b>Account Executive E-Mail</b>	foxe@whitlock.com
		<b>System Designer</b>	Jeff Theisen

### Emergency Operation Center - Tech Refresh - Room 1

Qty of Rooms: 1

Item	Qty	Manufacturer	Description	Price	Total
<b>Display Systems</b>					
	4	NEC	Professional 4000 Lumen 1080P projectors with DLP	1,792.00	7,168.00
	4	Chief Manufacturing	Universal Ceiling Projector Mount	155.80	623.20
	4	OFE Screens	We will adjust the limits for 16:9	-	-
	2	Da-Lite	Single Motor Low Voltage Control	206.40	412.80
<b>Display Systems Total</b>					8,204.00

### Routing & Switching Systems

	2	Crestron	3-Series DigitalMedia Presentation System 300	5,600.00	11,200.00
	4	Crestron	DigitalMedia 8G+™ Receiver & Room Controller w/Scaler	933.33	3,733.32
	4	Crestron	Wall Plate DigitalMedia 8G+™ Transmitter 200, White Textured	933.33	3,733.32
	2	Crestron	90W PoD< Power Pack for DMPS	166.67	333.34
<b>Routing &amp; Switching Systems Total</b>					18,999.98

### Sources

	2	Onkyo	Onkyo BD-SP809 1 Disc(s) 3D Ready Blu-ray Disc Player - 1080p - Dolby TrueHD, Dolby Digital Plus, DTS-HD High Resolution Audio, DTS-HD Master Audio, THX - BD-RE, CD-RW, DVD-RW, DVD+RW - NTSC - BD Video, BDMV, DVD Video, AVCHD - Progressive Scan - Secure Digital (SD) - Ethernet - HDMI - USB - DLNA Certified	471.85	943.70
	2	OFE VCR		-	-
<b>Sources Total</b>					943.70

### Audio Systems

	1	Shure	Combo Wireless System - SM58 handheld and bodypack with Lavalier. NOTE: only one transmitter may be used at a time.	842.67	842.67
	1	OFE WIRELESS		330.00	330.00
	2	OFE AMPLIFIER		-	-
	0	OFE SPEAKERS		-	-
	2	Middle Atlantic	Security Cover 3RU Hinged Plexi	49.89	99.78
<b>Audio Systems Total</b>					1,272.45

### Remote Control Systems

	2	Crestron	5" Touch Screen, Black Smooth	866.67	1,733.34
	2	Crestron	Tabletop Kit for TSW-550 & TSW-552, Black Smooth	100.00	200.00
<b>Remote Control Systems Total</b>					1,933.34

### Equipment Racks & Furniture

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Item	Qty	Manufacturer	Description	Price	Total
	1	OFE RACK		-	-
				-	-
<b>Equipment Racks &amp; Furniture Total</b>					-
<b>Total Listed Equipment</b>					<b>31,353.47</b>
<b>Cable, Connectors, &amp; Miscellaneous Integration Hardware</b>					<b>2,052.11</b>
<b>Integration Labor Services</b>					<b>14,655.00</b>
<b>Project Travel, Transportation, &amp; Freight Charges</b>					<b>7,159.17</b>
<b>Sub Total</b>					<b>55,219.75</b>
<b>Qty of rooms</b>					<b>1</b>
<b>Total Integrated System (Pre-Tax)</b>					<b>55,219.75</b>
<b>Estimated Sales Taxes (If Applicable)</b>					<b>4,555.63</b>
<b>Total Integrated System (Inclusive of Taxes)</b>					<b>59,775.38</b>

**CONFIDENTIAL PROPOSAL**

11100 Metric Boulevard, Suite 200E Austin, TX 78758 - Phone 512-280-3710 - Fax 512-933-0291 - www.whitlock.com

Name	Collin Jackson	Date	02/05/15
Company	Aransas County	Valid Period	Sixty (60) days
Address 1	301 N. Live Oak Street	Freight Terms	FOB Dest., Ppd & Allow
Address 2		Payment Terms - Pricing is based on payment via check, ACH or wire transfer	Deposit required plus monthly invoicing
City, State, Zip	Rockport, TX 78382	Quote ID	34834
Phone	361-790-8987	Account Executive	Elissa Fox (AUS)
Fax		Account Executive Cell Phone	#N/A
Cell		Account Executive E-Mail	#N/A
E-Mail	cjackson@aransascounty.org	System Designer	Jeff Theisen

**Emergency Operation Center - Tech Refresh - Screens** Qty of Rooms: 1

Item	Qty	Manufacturer	Part Number	Description	Price	Total
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**Display Systems**

Item	Qty	Manufacturer	Part Number	Description	Price	Total
	4	Draper, Inc.	108400U	Silhouette/E,110",HDTV,XT1000E,w/LVC White Case	1,172.69	4,690.76
				NOTE: 120V connection will need to be performed by an Electrician. Customer is responsible for coordinating the work.	-	-

**Display Systems Total** 4,690.76

**Total Listed Equipment** 4,690.76

**Cable, Connectors, & Miscellaneous Integration Hardware** 677.12

**Integration Labor Services** 3,175.00

**Project Travel, Transportation, & Freight Charges** 400.00

**Sub Total** 8,942.88

**Qty of rooms** 1

**Total Integrated System (Pre-Tax)** 8,942.88