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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, June 9, 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**

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1. Call meeting to order.
2. Pledge of Allegiance.
3. Citizens to be heard.

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

### **Consent Agenda**

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

4. Deliberate and act on approval of City Council Regular Meeting Minutes of May 26, 2015, and Special Meeting Minutes of June 2, 2015.
5. Deliberate and act on approval of request from American Fireworks to perform a firework display show at Little Bay on August 29, 2015.
6. Deliberate and act on report from the Rockport Yacht Club for marketing expenditures made for 2015 Nautical Flea Market.
7. Deliberate and act to appoint citizen to the YMCA Project Committee.
8. Deliberate and act on the Texas Municipal League Intergovernmental Employee Benefits Pool Continuation of Coverage Administrative Agreement for Fiscal Year 2015-2016.
9. Deliberate and act on the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool Rerate Notice for active employees and retired employees not eligible for Medicare.

### **Public Hearing**

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10. Call to Order – Rockport Planning & Zoning Commission.
11. Conduct and deliberate a Joint Public Hearing with the Planning & Zoning Commission to consider a request for rezoning from R-1 (1<sup>st</sup> Single-Family Dwelling District) to R-6 (Hotel/Motel District) on property located at 3404 Highway 35 South; also known as Lot 1 (18.733 acres), Bays of Rockport, Rockport, Aransas County, Texas

12. Adjourn – Rockport Planning and Zoning Commission.

### **Regular Agenda**

13. ***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.
14. ***Tabled May 26, 2015*** - Deliberate and act on interlocal agreement with Aransas County for subdivision regulation within the extraterritorial jurisdiction of the City of Rockport.
15. ***Tabled May 26, 2015*** - Deliberate and act on proposal from Aransas County for replacement of audio visual equipment in the emergency operations center.
16. Deliberate and act on lease of building located at 901 E. Main Street and part of a building at 401 East Magnolia to Coastal Bend Troop Support and authorizing the Mayor to execute and negotiate all necessary documents.
17. Deliberate and act on a resolution approving cooperation with the cities served by AEP Texas Central Company to review the AEP Texas Central Company's requested approval of an adjustment to its energy efficiency cost recovery factor and authorizing hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals.
18. 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:

19. 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.
20. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

## Open Session

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

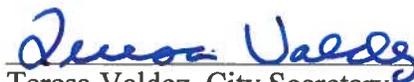
22. Adjournment.

## 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, June 5, 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, June 9, 2015**

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**AGENDA ITEM: 4**

Deliberate and act on approval of City Council Regular Meeting Minutes of May 26, 2015, and Special Meeting Minutes of June 2, 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 26, 2015 and the Special Meeting of June 2, 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 26, 2015 Rockport City Hall, 622 East Market Street

On the 26<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  
Information Technology Director Brian Jacobs  
Parks & Leisure Services Director Tom Staley  
Park Maintenance Supervisor Rick Martinez  
Park Maintenance Worker Mario Trevino  
Park Maintenance Worker Teri Goldsby  
Park Maintenance Worker Hector DeLaRosa  
Park Maintenance Worker Laura Clark

#### ELECTED OFFICIALS

#### Opening Agenda

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

With a quorum of the Council Members present, the Regular Meeting of the Rockport City Council was called to order by Mayor Wax at 6:30 p.m. on Tuesday, May 26, 2015, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

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

Mayor Pro-Tem Rios led the Pledge of Allegiance.

### 3. Presentation: Texas Forest Service "Tree City USA" award.

Texas A&M Forest Service Staff Forester II Mark Kroeze addressed the Council. Mr. Kroeze presented the Tree City USA award to the Mayor, Parks Department Director Tom Staley and Parks Department staff: Rick Martinez, Teri Goldsby, Mario Trevino, Laura Clark, and Hector DeLaRosa. Mr. Kroeze said the City of Rockport has received this award 16 times since 1998.

### 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 any action on any item that has not been posted on the agenda.

Bob Shoemaker addressed the Council. Mr. Shoemaker stated he resides at 28 St. Andrews Place in Rockport, Texas, and has lived here many years. Mr. Shoemaker voiced concern over changing the water walking schedule at the Community Pool. Mr. Shoemaker expressed that the senior citizens are getting moved right out of the pool.

Rosemary Shoemaker addressed the Council. Ms. Shoemaker stated she resides at 28 St. Andrews Place in Rockport, Texas, and has enjoyed water walking which has helped her with her weight loss. Ms. Shoemaker expressed concern over changing the water walking schedule at the Community Pool. Ms. Shoemaker submitted the following letter to the Mayor and City Council.

To whom it may concern,

May 26, 2015

We are writing on behalf of the community of Rockport and visitors who have benefited from our lovely Aquatic Center, in particular, the adult constituents. This is not intended as a complaint letter, but to express some concerns that we hope can develop into some productive working solutions.

The population of people that use the pool year-round are, for the most part, adults. They enjoy the aerobic classes, swim laps, and participate in water walking. We also get many Snow Birds in the winter that come from as far as Canada. Many have stated they specifically migrate to Rockport because of the therapeutic benefits of the pool. Numerous members of the pool have had surgeries or various physical conditions that have placed limitations on them. The water provides them the ability for rehabilitation that would be difficult, if not impossible on land. There are countless stories of recovery, weight loss, and healing shared among these water lovers.

The instructors of the water aerobics are dedicated to their students - showing up rain or shine, hot or cold. They are consistently upbeat and encouraging. At a dollar a class plus the entrance fee, it has been affordable for regular participants. A person who buys an annual membership (\$175), so they can stay a bit longer after class and attends the aerobic class regularly (for this example we will use 5x a week) pays a reasonable \$36.25 a month. Now with the new summer schedule and aerobic pass cost increase (\$20 for 6 classes), this same person would need to pay \$86.25 a month. This is a cost prohibitive sum for most. On top of this, the instructors are being asked to sign a liability clause, holding them responsible for injury of students. How reasonable is it to ask them to place themselves in such a precarious position for a pittance salary?

One man has been an inspiration to so many. Mike Oakley dealt with his own deteriorating physical condition, starting at a weight of over 400 pounds and has dropped half his weight and been able to discontinue a number of medications. He attributes his health recovery to a combination of diet and water exercise. He has provided the Aquatic Center with a lot of positive publicity with TV coverage and newspaper articles. He leads a group of regular water walkers spreading his charisma and pearls of experience in friendly conversation as they log their laps and has motivated many to take charge of their own health.

On that note, when the June schedule was released the time for water walkers has been eliminated. Instead, walking is wherever you can make room during open swim time. To add insult to injury, those who participate in both aerobics and water walking which were consecutive, now will be expected to attend one from 9-10, then get out and come back during open swim time, which starts at 12:00, and pay an additional fee to walk.

It is virtually impossible for the walkers and open swim to happen at the same time. From the view of the walkers, they have to dodge children frolicking in the water and avoid injury. From the perspective of the parents and children, they have paid an entrance fee and should not have to worry about avoiding the walkers, but should be able to play freely in the pool. In the past, walkers came during swimming lessons and had a dedicated portion of the pool and time to walk. They understood that the space was smaller due to the demands of summertime activity and made room willingly.

Summer brings the exuberance of children. Children splashing, playing, and enjoying the water. It is the quintessential joy of summertime fun. We don't want to take any of this away from the Aquatic Center and understand that in the summer - kids are a central part of the Aquatic people stream. We would just appreciate some consideration also for the adults, many who have contributed time, funds, and the FOP non-profit group who has played an instrumental role in keeping the Shark Swim Team afloat during the past years. They have demonstrated their commitment to the community and its children. Please allocate some designated space and time for their activities and keep it at an affordable rate.

Sincerely,

Charlene Drake addressed the Council. Ms. Drake stated she resides at 222 S. 5<sup>th</sup> Street, Rockport, Texas, and has lived here 30 years. Ms. Drake voiced concern that the Community Pool new summer schedule does not include a separate time for water walking, only during general admission. Ms. Drake said she understand that pool management is trying to increase usage by the younger generation, but she would ask that the needs of the people are taken into consideration.

Dianna Coleman addressed the Council. Ms. Coleman stated water walking is very important to her and her husband. Ms. Coleman expressed concern that the new Community Pool schedule does not designate a time for water walking. Mr. Coleman also voiced concern in regard to the pool manager yelling at senior citizens and telling a senior citizen: "changes are coming, if you don't like it don't come back."

Mayor Wax asked if these concerns had been expressed to the Swimming Pool Operations Advisory Committee.

Evalée Von Villas stated the pool manager has been spoken to on different occasions.

Mayor Wax stated that the Community Pool is not solely a City amenity. Mayor Wax said there is a Swimming Pool Operations Advisory Committee and these concerns should be brought to their attention. Mayor Wax added that the meetings of the Swimming Pool Operations Advisory Committee are open meetings.

City Manager Kevin Carruth recommended the citizens talk to Parks & Leisure Services Department Director Tom Staley and asked to be placed on a Swimming Pool Operations Advisory Committee meeting agenda to discuss their concerns.

### **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 7131411 Change Order Number 1 for West Terrace and South Doughty area water improvements.**

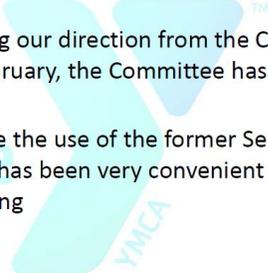
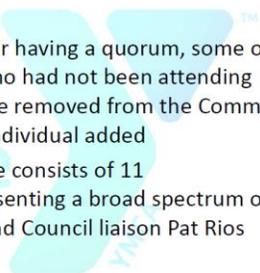
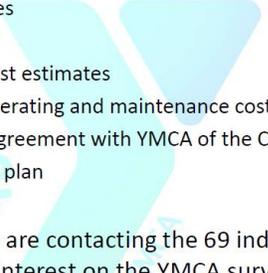
Mayor Wax called for requests to remove any item from the Consent Agenda for separate discussion. There being no requests, Mayor Wax called for a motion.

**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**

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

YMCA Project Committee Chair Jordan Fisher addressed the Council. Ms. Fisher presented the following project status report:

 <p><b>YMCA PROJECT COMMITTEE UPDATE May 26, 2015</b></p> 	<ul style="list-style-type: none"> <li>• Since receiving our direction from the City Council in February, the Committee has met five times</li> <li>• We appreciate the use of the former Service Center and it has been very convenient and accommodating</li> </ul>  
<ul style="list-style-type: none"> <li>• 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</li> <li>• The committee consists of 11 citizens, representing a broad spectrum of the community, and Council liaison Pat Rios</li> </ul>  	<ul style="list-style-type: none"> <li>• The Committee's charge included developing, by July 31:             <ul style="list-style-type: none"> <li>– scope of services</li> <li>– facility design</li> <li>– construction cost estimates</li> <li>– estimates of operating and maintenance costs</li> <li>– management agreement with YMCA of the Coastal Bend</li> <li>– project funding plan</li> <li>– project phasing</li> </ul> </li> <li>• Additionally, we are contacting the 69 individuals who expressed interest on the YMCA survey</li> </ul>  

- 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.



# the **Our Objectives** YMCA



## Objective #1

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

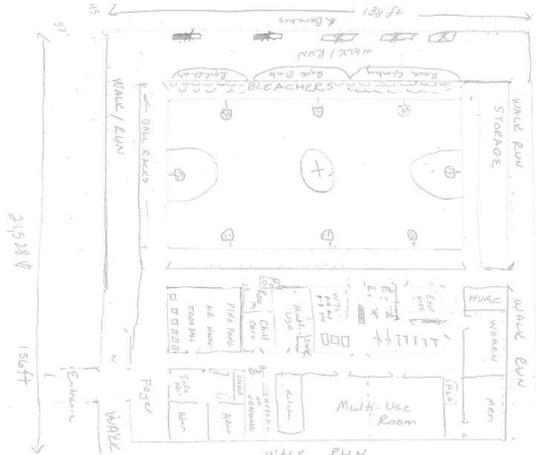


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|---|---|
| <b>Outdoor Activities</b> <ul style="list-style-type: none"> <li>- Kayaking</li> <li>- Kite flying</li> <li>- Nature activities</li> <li>- Ropes course</li> <li>- Beach activities</li> </ul>          | <b>Youth Sports</b> <ul style="list-style-type: none"> <li>- Basketball</li> <li>- Baseball/Softball</li> <li>- Soccer</li> <li>- Tae Kwon Do</li> <li>- Dance</li> <li>- Ballet</li> </ul>                               |
| <b>Health Club</b> <ul style="list-style-type: none"> <li>- Exercise machines</li> <li>- Classes</li> <li>- Free weights</li> <li>- Rock climbing wall</li> </ul>                                       | <b>Adult Sports</b> <ul style="list-style-type: none"> <li>- Basketball</li> <li>- Volleyball</li> </ul>  |
| <b>Childcare</b> <ul style="list-style-type: none"> <li>- For parents working out</li> <li>- Workdays (M-F)</li> <li>- After school</li> <li>- Mother's Day Out</li> </ul>                              | <b>Classes</b> <ul style="list-style-type: none"> <li>- Art</li> <li>- Xeriscaping/Gardening</li> <li>- Diabetes Management/cooking</li> <li>- Bingo</li> <li>- To rent space and draw income</li> <li>- Cards</li> </ul> |
| <b>Indoor Walking/Running Track</b>   | <b>Senior Wellness/Programs</b> <ul style="list-style-type: none"> <li>- Silver Sneakers</li> <li>- Birding</li> <li>- Square Dancing</li> </ul>  |
| <b>Teen Activities/Programs</b> <ul style="list-style-type: none"> <li>- Airhockey</li> <li>- Pool tables</li> <li>- Foosball tables</li> <li>- Ping Pong tables</li> <li>- Concession Stand</li> </ul> | <b>Concessions</b>  |



## 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>	<b>484,223</b>	<b>0</b>	<b>484,223</b>

2015 Budget -Aransas County YMCA	Budget 2015	Actual/Projected 2014	Variance
SALARIES AND WAGES	204,000	0	204,000
PERSONNEL COSTS	50,658	0	50,658
PROFESSIONAL FEES	14,484	0	14,484
MEDIA SERVICE	2,323	0	2,323
SUPPLIES	43,156	0	43,156
EQUIPMENT	32,044	0	32,044
EQUIPMENT EXPENSE-Vehicle Leasing	1,289	0	1,289
INSURANCE	21,864	0	21,864
OCCUPANCY	84,004	0	84,004
FINANCING COSTS	7,500	0	7,500
YMCA DUES	9,600	0	9,600
OTHER EXPENSES*	10,529	0	10,529
CAMPAIGN EXPENSES	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.



Questions?



Discussion was held among Council and Ms. Fisher.

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

Mayor Wax stated that if there is a group in the City that does not get enough recognition, it is the Parks & Leisure Services Department. Mayor Wax thanked the Parks & Leisure Services Department for their hard work and dedication.

Park Department Maintenance Supervisor Rick Martinez addressed the Council. Mr. Martinez presented the following report of highlights of the Parks & Leisure Services Department activities:



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



4th Tule Trail bench donation. Value total \$5,000



Repairing lake aerator



New border around Spencer Park play zone



New paint and ground surface added

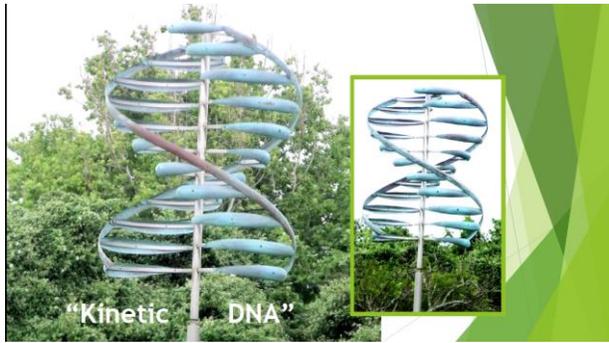


Receiving downtown planters



Spotting first wind sculpture for KRB project





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!



Discussion was held among Council and Mr. Martinez.

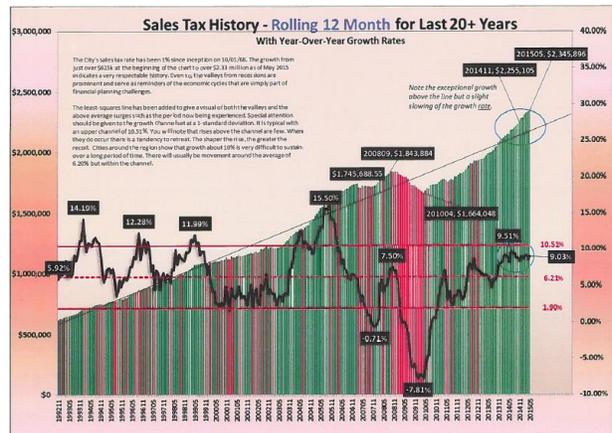
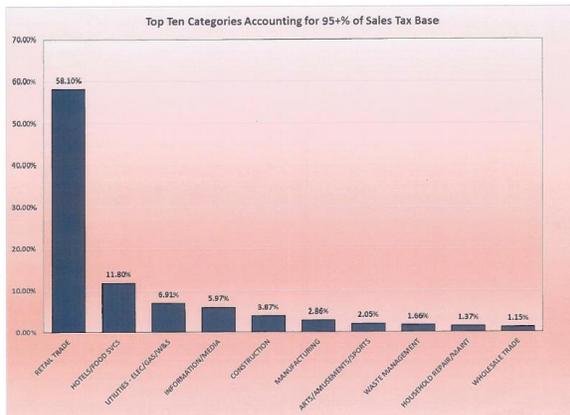
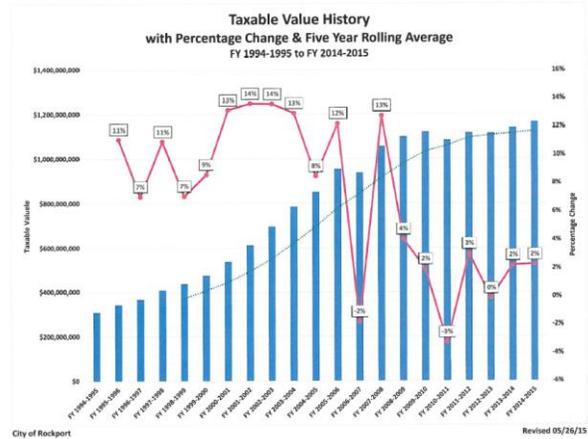
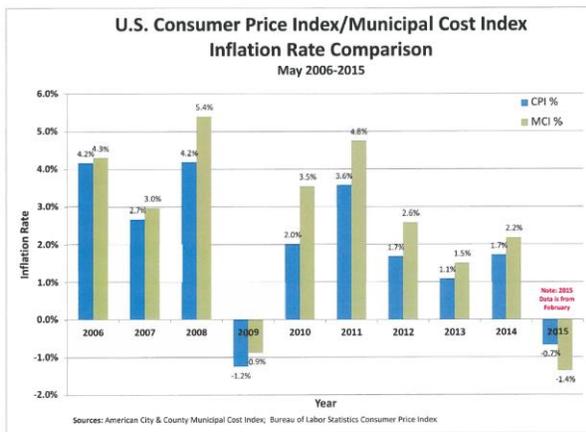
**11. Tabled May 12, 2015 - Deliberate and act on first reading of an Ordinance amending the City of Rockport, Texas Code of Ordinances Chapter 54 "Health and Sanitation," by renaming Article I "In General" to Article I "Regulation of Single-Use Plastic (checkout) Bags"; setting definitions, prohibitions and requirements, scope and applicability, and exemptions; establishing implementation of a voluntary ban and setting date of mandatory compliance; and providing for an effective date, reading, publication and severance.**

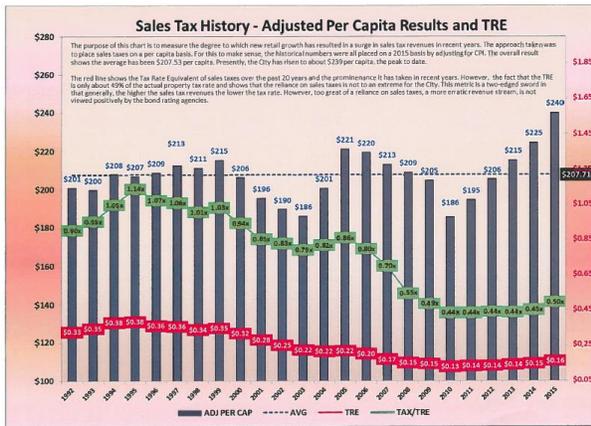
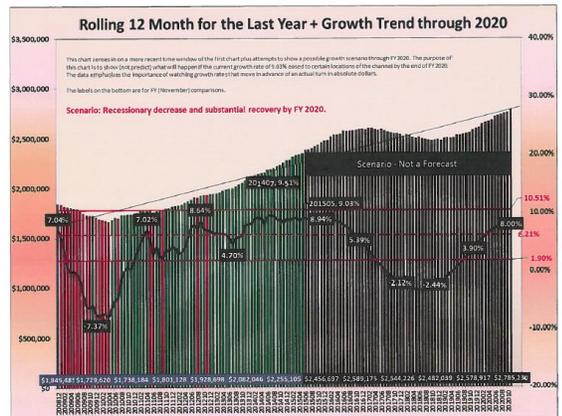
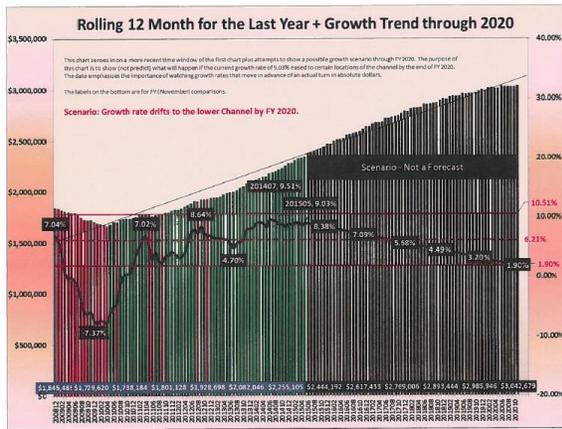
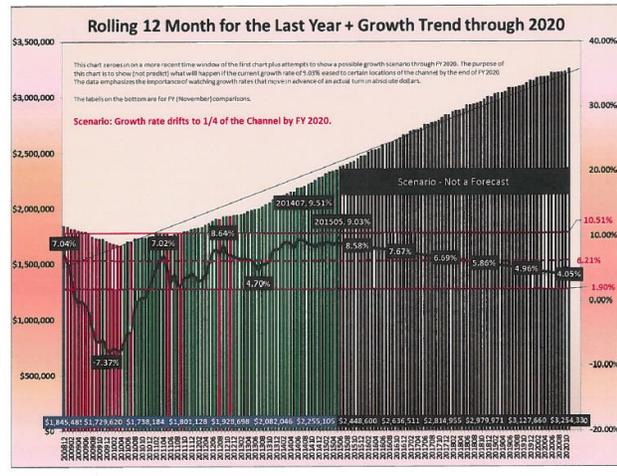
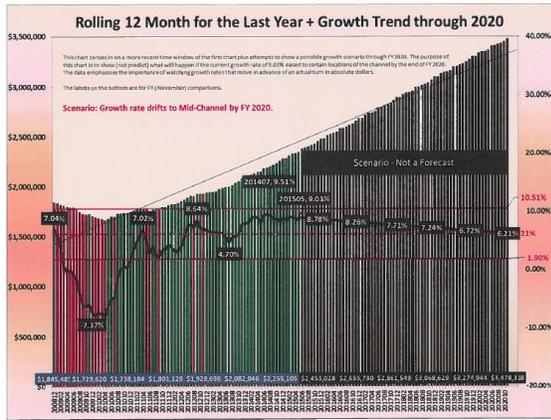
Mayor Wax recommended leaving this item tabled until the Legislative session is completed.

**12. Deliberate and act on preliminary FY 2015-2016 budget presentation.**

Mayor Wax stated that during the budget workshops, the Council should consider the level of service the City is currently providing to the citizens of Rockport, what level of service will be provided in the future, and that the cost to provide those services deals with City employees.

City Manager Kevin Carruth distributed the following information to the Council:





City Manager Kevin Carruth stated he is meeting with department directors and gathering budget information. Mr. Carruth said he wanted Council to have forewarning of decisions that will have

to be made regarding levels of service. Mr. Carruth reviewed the handout he had distributed to the Council. Mr. Carruth informed the Council that according to preliminary figures, if the City goes up to the rollback tax rate of 8%, that would yield about \$450,000.00. Mr. Carruth expressed that if the City annexes areas next year, that will impact services and costs of personnel to provide those services.

Discussion was held among Council and Mr. Carruth.

Mayor Wax said that there is no such thing as a 10% cut across the board. Mayor Wax stated the Council has to decide the percentage of services we no longer want to provide and determine what we are not going to do. Mayor Wax expressed that we have to protect the purchasing power of employees.

**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.**

Mayor Wax stated City Manager Kevin Carruth had listed personnel that the City has lost because they left for some job with a pay increase. Mayor Wax stressed to Council that a classification and compensation study is not something you study and then put on a shelf; you have to commit to the entire process. Mayor Wax added that the City cannot train employees and then lose them to other cities. Mayor Wax said that implementing the results of the study could be expensive and can be phased in gradually.

Police Chief Tim Jayroe addressed the Council. Chief Jayroe stated the City of Rockport is not getting good applicants for Police Officer positions. Chief Jayroe said is has been his commitment not to hire people whom he thinks will be a problem for the City. Chief Jayroe informed the Council that the City lost an officer making \$38,000 in Rockport to the City of Portland at a salary of \$48,000. Chief Jayroe expressed that the City needs to do something to be able to hire qualified people.

City Manager Carruth stated that using a consultant to perform a classification and compensation study can draw upon resources that the City does not have. Mr. Carruth commented that the only thing worse would be to do the study and then put it on a shelf. Mr. Carruth added that he hoped the City would start addressing the problem immediately and phase in over time.

Public Works Director Mike Donoho addressed the Council. Mr. Donoho stated there are employees in the Public Works Department who want to be here in Rockport, but feel their paychecks do not show that they are valued employees. Mr. Donoho added that in his first year of employment with the City of Rockport, 13 people left the Public Works Department for employment elsewhere for just a handful of dollars more.

Discussion was held among Council and Mr. Carruth.

Council Member Villa stated he has always been concerned about the City's level of pay. Council Member Villa expressed that he did not think there should be one City employee

receiving government aid of any type.

**MOTION:** Mayor Wax moved to accept the classification and compensation study proposed by Condrey and Associates and authorie the Mayor to negotiate and execute all necessary documents, with the acknowledgment that Council is intent on implementing the results of the classification and compensation study. Mayor Pro-Tem Rios seconded the motion. Motion carried unanimously.

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

**MOTION:** Mayor Wax moved to table the interlocal agreement with Aransas County for subdivision regulation within the extraterritorial jurisdiction of the City of Rockport until the City Attorney and City Engineer have reviewed it. Council Member Villa seconded the motion. Motion carried unanimously.

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

Mayor Wax stated this item was supposed to be on the Aransas County Commissioners Court Agenda today. Mayor Wax said the Commissioners Court went into Executive Session and he does not know if any action was taken after the Executive Session. Mayor Wax added that he was told this proposal came off the BuyBoard.

**MOTION:** Mayor Wax moved to table this item until the City receives further details from Aransas County. Mayor Pro-Tem Rios seconded the motion. Motion carried unanimously.

**16. Reports from Council.**

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

Mayor Wax stated there are still some bills in Legislative session that are not good for cities.

**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.**

At 7:59 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, 3) Aumada, and 4) Bay Education Center; and 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.**

At 8:19 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.

**20. Adjournment**

At 8:20 p.m., Council Member Villa moved to adjourn. Motion was seconded by Council Member Day 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 OF ROCKPORT

## MINUTES

### CITY COUNCIL SPECIAL MEETING 1:30 p.m., Tuesday, June 2, 2015 Rockport City Hall, 622 East Market Street

On the 2<sup>nd</sup> day of June 2015, the City Council of the City of Rockport, Aransas County, Texas, convened in Special Session at 1:30 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 Barbara Gurtner, Ward 4

#### CITY COUNCIL MEMBER(S) ABSENT

Council Member J.D. Villa, Ward 2

#### STAFF MEMBERS PRESENT

City Manager Kevin Carruth  
City Attorney Terry Baiamonte  
City Secretary Teresa Valdez  
Finance Director Patty Howard  
Police Chief Tim Jayroe  
Public Works Director Mike Donoho  
Parks & Leisure Services Director Tom Staley

#### ELECTED OFFICIALS

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

With a quorum of the Council Members present, the Special Session of the Rockport City Council was called to order by Mayor Wax at 1:30 p.m. on Tuesday, June 2, 2015, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

#### **2. Hear and deliberate on request for grant funds from the General Fund Account from the Rockport Volunteer Fire Department.**

Danny Cox, Jr., Fire Chief for the Rockport Volunteer Fire Department, addressed the Council. Mr. Cox presented a request for \$89,600 grant funds from the City of Rockport.

Discussion was held among the Council and Mr. Cox regarding the Rockport Volunteer Fire Department General Fund request.

#### **3. Hear and deliberate on requests for grant funds from the Hotel Occupancy Tax Fund**

**Account from the following entities:**

**A. The Aquarium at Rockport Harbor**

Ed Hegen, representing The Aquarium at Rockport Harbor, addressed the Council. Mr. Hegen presented a request for \$5,000 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account for the August 6, 2016, AquaFest event.

Discussion was held among Council and Mr. Hegen regarding The Aquarium at Rockport Harbor grant fund request.

**B. Aransas County Council on Aging – Bountiful Bowl Pottery Fair**

Mayor Wax stated no one representing the Aransas County Council on Aging Bountiful Bowl Pottery Fair was in attendance to present their request. Mayor Wax stated they were requesting \$1,500 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

**C. Aransas County Independent School District Education Foundation**

Karen Mella, representing Aransas County Independent School District Education Foundation, addressed the Council. Ms. Mella presented a request for \$2,500 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account for the October 2-3, 2015, Shopping Tournament.

Discussion was held among Council and Ms. Mella regarding Aransas County Independent School District Education Foundation grant fund request.

**D. The Friends of the Fulton Mansion – Fulton Mansion State Historic Site**

Marsha Hendrix, representing the Fulton Mansion State Historic Site, addressed the Council. Ms. Hendrix presented a request for a \$25,000 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council and Ms. Hendrix regarding The Friends of the Fulton Mansion grant fund request.

**E. Rockport Center for the Arts**

Luis Puron, Executive Director of the Rockport Center for the Arts, addressed the Council. Mr. Puron presented a request for \$109,700 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council and Mr. Puron regarding the Rockport Center for the Arts grant fund request.

## **F. Rockport-Fulton Chamber of Commerce**

### **i. Marketing**

Dawn Huff, Vice-Chairman of the Tourism and Development Council, addressed the Council. Ms. Huff presented the Rockport-Fulton Chamber of Commerce 2014-2015 Marketing Plan.

Sandy Jumper, Director of Tourism and Events and Diane Probst, President & Chief Executive Officer, addressed the Council. They presented a request for \$320,000 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council, Ms. Probst and Ms. Jumper regarding the Rockport-Fulton Chamber of Commerce grant fund request.

### **ii. HummerBird Celebration**

Sandy Jumper, Director of Tourism and Events, addressed the Council. Ms. Jumper presented a request for \$1,500 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council and Ms. Jumper regarding the Rockport-Fulton Chamber of Commerce grant fund request for the HummerBird Celebration.

### **iii. Seafair**

Sandy Jumper, Director of Tourism and Events, addressed the Council. Ms. Jumper presented a request for \$1,500 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council and Ms. Jumper regarding the Rockport-Fulton Chamber of Commerce grant fund request for Seafair.

## **G. Rockport Rotary Club - Rockport Film Festival**

Diane Probst, Chair of the Rockport Rotary Club, addressed the Council. Ms. Probst stated the Rockport Rotary Club is once again working with the Rockport Center for the Arts to host the Rockport Film Festival event.

Luis Puron, Executive Director of the Rockport Center for the Arts and representing the Rockport Rotary Club, stated the request of \$2,500 grant funds for the Rockport Film Festival was included in the Rockport Center for the Arts request for grant funds.

## **H. Rockport Yacht Club – Nautical Flea Market**

Peter Chamberlain, Chairman of the Nautical Flea Market, addressed the Council. Mr. Chamberlain presented a request for \$4,000 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account for the Nautical Flea Market.

Discussion was held among the Council and Mr. Chamberlain regarding the Rockport Yacht Club grant fund request.

#### **I. Texas Maritime Museum**

Kathy Roberts-Douglass, Chief Executive Officer of the Texas Maritime Museum, addressed the Council. Ms. Roberts-Douglass presented a request for \$80,000 grant funds from the City of Rockport Hotel Occupancy Tax Fund Account.

Discussion was held among Council and Ms. Roberts-Douglass regarding the Texas Maritime Museum grant fund request.

#### **4. Adjournment**

At 2:50 p.m., Mayor Pro-Tem Rios moved to adjourn. Motion was seconded by Council Member Day 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, June 9, 2015**

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**AGENDA ITEM: 5**

Deliberate and act on approval of request from American Fireworks to perform a firework display show at Little Bay on August 29, 2015.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** American Fireworks has requested a permit to perform a fireworks show on August 29, 2015, in the bay outside of Key Allegro for an 80<sup>th</sup> birthday party between 9:30 p.m. and 10:30 p.m. The Aransas County Navigation District has granted approval to do the show.

According to Sec. 46-146 and Sec. 46-147 of the Code of Ordinances (below) a fireworks show must be approved by the Fire Marshall and a permit for a public display of fireworks issued by the City. American Fireworks has spoken with City Fire Marshall Larry Sinclair about their plans and the Fire Marshall states that they meet the City of Rockport requirements for a fireworks display.

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 **Sec. 46-146. Discharge at public display.**

No person shall discharge fireworks at any public display without conforming to the provisions of V.A.T.S. Insurance Code, art. 5.43-4, and approval of the discharge plan by the city fire marshal.

(Ord. No. 807, § 5, 5-24-88)

 **Sec. 46-147. Permit required for public display.**

A permit for a public display of fireworks shall be issued by the city council, after examination of the proposal by the city fire marshal. No such permit shall be issued if it appears from the information available to the fire marshal and to the city council that there are substantial dangers to people or property, due to the location, the fireworks proposed to be used or the procedures proposed to be used.

See the accompanying correspondence and certificate of insurance for additional information.

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**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Staff recommends Council approve the request from American Fireworks to perform a firework display show at Little Bay on August 29, 2015, as presented.

-----Original Message-----

From: Steve Davis [<mailto:steve.davis@buyamericanfireworks.com>]

Sent: Wednesday, June 03, 2015 9:50 AM

To: Teresa Valdez

Cc: [monica.grove@buyamericanfireworks.com](mailto:monica.grove@buyamericanfireworks.com)

Subject: August 29th Fireworks Show

Teresa Valdez  
City Secretary  
Rockport, Texas

Dear Teresa,

American Fireworks has a request to do a fireworks show on August 29th at "Little Bay" outside Key Allegro for an 80th birthday party between 9:30 to 10:30 pm. We would be shooting the show from our barge in the bay.

We have been in business for over 40 years and have done hundreds of shows from our barge. Harbor Master Keith Barrett at Aransas County Navigation District has granted us approval to do the show. We are asking for your boards approval to do the show and any permits that we need to obtain from you. We carry a \$1,000,000 insurance policy for each show we perform and all permits and shooting licenses required by the State. If you need any additional paper work we would be happy to supply you with it.

Thank You for your e mail and please let me know if you need any additional information.

Sincerely,

Steve Davis  
Manager  
American Fireworks  
1315 Hwy. 71 West  
Bastrop, TX. 78602  
(512) 321-4416 office  
(512) 925-4012 cell  
licenses need for the show.



## ARANSAS COUNTY NAVIGATION DISTRICT

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April 21, 2015

Mr. Steve Davis  
AMERICAN FIREWORKS  
1315 Hwy 71 West  
Bastrop, Texas 78602

Re: Permission to perform a firework display show at Little Bay on August 29, 2015

Dear Mr. Davis:

Pursuant to Regular Meeting, held on Monday, April 20, 2015, the Board of Commission voted unanimously to approve your request to perform a birthday party firework display show at Key Allegro facing Little Bay on August 29, 2015, subject to all necessary city, county and state permits and proof of liability insurance. Please provide this office with a copy of all permits and your proof of insurance coverage naming the Aransas County Navigation District as additional insured.

Should you require additional information, please let us know.

Sincerely,

ARANSAS COUNTY NAVIGATION  
DISTRICT

Keith Barrett  
Harbor Master

Copy/file

Xc: City of Rockport

A handwritten signature in blue ink, appearing to read "Keith Barrett", is written over the typed name and title.



Search Mail

Search Web

Steve

Profile

Go

Sign Out

Home

Sent

Contacts

Notepad

Calendar

Compose

Delete

Reply

Reply All

Forward

Actions

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Previous

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Mail Accounts

buyamericanfireworks...

yahoo.com

Inbox (6)

Drafts (4)

Sent

Spam

[Empty]

Trash

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My Folders

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Drafts

Notes

Sent Messages



Youthful You  
Sponsored

How to Get the Most Out of Your Dream Vacati  
When your dream vacation calls, you better be

**Fireworks show August 29,2015**

Wednesday, April 15, 2015 4:35 PM

From: "Steve Davis" <stjdavis@yahoo.com>

To: aransasnav1@yahoo.com

Cc: monica.grove@buyamericanfireworks.com

[Full Headers](#) [Printable View](#)

Keith Barrett  
Harbor Master  
Aransas Navigation District

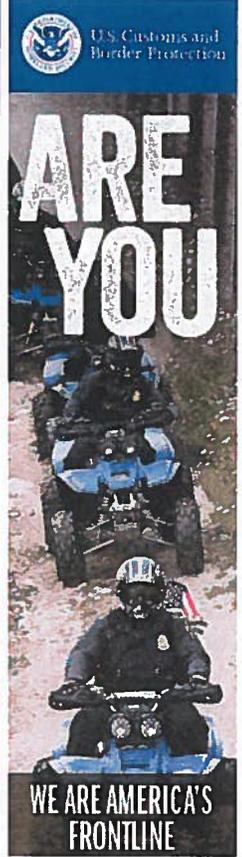
Dear Mr. Barrett,

We have a request to perform a fireworks show on August 29th at "Little Bay" outside Key Allegro for a birthday party between 9:30 to 10:30 pm. We would be shooting the show from our barge in the bay. We have been in business for over 40 years and have done hundreds of shows from our barge. We carry a \$1,000,000 insurance policy for each show we perform and will be obtaining all the required permits needed for this show. We are asking permission from you and your board to be allowed to perform the show. If we need any additional paper work we would be happy to supply you with it. Upon your approval I will contact Fire Marshall Larry Sinclair to obtain the permit for shooting inside the city limits of Rockport.

Thank You for calling me today and please let me know if you need any additional information.

Sincerely,

Steve Davis  
Manager  
American Fireworks  
1315 Hwy. 71 West  
Bastrop,Tx. 78602  
(512) 321-4416 office  
(512) 925-4012 cell



Compose

Delete

Reply

Reply All

Forward

Actions

Apply

Previous

Next



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Everest Indemnity Insurance Co.      10851 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Ches Lee Enterprises, Inc. P. O. Box 64 Bastrop TX 78602	

**COVERAGES      CERTIFICATE NUMBER: 1877365887      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18ML00113-151	3/10/2015	3/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N N / A		WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate Holder is named as Additional Insured  
 FIREWORKS SHOW 06/5/2015  
 755 Highway 21 Cedar Creek, Texas 78612  
 ADDITIONAL INSURED: Cedar Creek Independent School District 793 Union Chapel Rd. Cedar Creek, Texas 78612  
 ALL EMPLOYEES OF CHES-LEE ENTERPRISES, INC.  
 Group Code: Show

<b>CERTIFICATE HOLDER</b>  Cedar Creek Independent School District Attn: Cindy Gomez 793 Union Chapel Rd. Cedar Creek TX 78612	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 6**

Deliberate and act on report from the Rockport Yacht Club for marketing expenditures made for 2015 Nautical Flea Market.

**SUBMITTED BY:** Commodore Barbara Koster, Rockport Yacht Club

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** A representative from the Rockport Yacht Club presented their budget request to the City Council for Hotel Occupancy Tax funds to advertise the annual Nautical Flea Market held May-2-3, 2015. Budget deliberations were held through the summer to finalize the City's Fiscal Year 2014-2015 Budget, with formal adoption at the September 23, 2014, City Council Meeting. Upon approval of the Fiscal Year 2014-2015 Budget, the City Council awarded the Rockport Yacht Club \$2,000.00 in funding for the Nautical Flea Market. See the accompanying May 26, 2015 report from the Yacht Club for additional details.

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**FISCAL ANALYSIS:** This expenditure is charged to account 660-2044. The FY 2014-2015 budget includes \$2,000 for the Nautical Flea Market and the full amount is available.

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**RECOMMENDATION:** Staff recommends Council approve the Report from Rockport Yacht Club marketing expenditures made for Nautical Flea Market held May 32-3, 2015, and authorize disbursement of funds in the amount of \$2,000.00 from the Hotel Occupancy Tax Fund for the event.



# ROCKPORT YACHT CLUB

**RECEIVED**

**MAY 26 2015**

**CITY SECRETARY**

May 26, 2015

Rockport City Council  
Attn: City Secretary  
622 E. Market St.  
Rockport, TX 78382

RE: Report on the 2015 Rockport Nautical Flea Market, May 2-3, 2015

Dear Mrs. Valdez,

We did it again and held a most successful Nautical Flea Market this year. I say "we" because we could not have done this without the Rockport City Council's support. We sold more spaces and had higher sales. It would appear that the participants left Rockport happy and a little wealthier as evidenced by the 30 spaces already contracted for next year. The Texas Maritime Museum reported a very good day, and sold out of their raffle tickets. The Yacht Club booth, which sold donated nautical items, made \$2213 which is totally dedicated to the Youth Sailing program. The booths run by local non-profit groups reported excellent results, as well.

The following statistics are provided to support your 2014-2015 decision to assist our event with \$2000 of Hotel Occupancy Tax (HOT) funds and ask you to release those funds now that the event is over. The Yacht Club achieved its goals as indicated in our application last year, and I believe the numbers will show that. Our accounting shows that the HOT fund allocation covers 38% of our event costs and zero percentage of facility or staff costs.

TOTAL PAID ATTENDANCE: 2774 (1167 FROM GREATER THAN 75 MILES FROM ROCKPORT)

\*This is 288 attendees less than 2014 (2015 Buckaneer Days impacted). Vendors, and children (12 and under) are not included in the figure above.

TOTAL VENDORS: 72 renting 112 spaces.

\*30 vendors were from outside the Coastal Bend area (more than 75 miles away) and have helpers or family with them. It is accurate to say approximately 226 people stayed 2-3 nights and contributed to our local business base, as well. It would appear that we need more advertising.

ADVERTISING COSTS: \$2367 total. This includes printed ads in 6 newspapers, 6 websites, radio advertisements, printed flyers and posters, mass mailings to prospective vendors & Texas yacht clubs, Roadside Signs, and Magazine advertisements. (Note: We had no television advertisements which we plan to do for the 2016 NFM.)

Additional observations: We make continuous improvements to our operations. This year, the new fencing and gate materials enhanced the Flea Market appearance and traffic flow. We leased the festival grounds to insure we had room for parking and expansion. A similar arrangement has been contracted for next year. We hired Rockport Police Officers, at an increased cost, to provide overnight security to the expanded market grounds and that was much appreciated by the vendors. We improved the quality of our food and will expand that further next year. We rented additional golf carts to carry people and purchases to and from parking. There were many people who commented that they had not spent time in Rockport before, and now that they have discovered how much is offered in our little piece of paradise have declared that they will be back.

Once again, thank you all for your support and assistance. I am available to answer any questions. Just contact me at 214.543.0775 or [ryctx@sbcglobal.net](mailto:ryctx@sbcglobal.net).

Sincerely,



Barbara Koster  
Commodore

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 7**

Deliberate and act to appoint citizen to the YMCA Project Committee.

**SUBMITTED BY:** Mayor Charles J. Wax; City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

**BACKGROUND:** YMCA Project Committee Chair Jordon Fisher has requested that Mr. Andrew Barlow be appointed to serve on the YMCA Project Committee.

**YMCA PROJECT COMMITTEE**

Member's Name	Expiration Date	Comments
Andrew Barlow	<i>ad hoc</i>	
Jordan Fisher	<i>ad hoc</i>	Chair
Yvonne Perez	<i>ad hoc</i>	
Ryan Picarazzi	<i>ad hoc</i>	Public Works Representative
Vicki Pitluk	<i>ad hoc</i>	Community Relations
Dan Pugh	<i>ad hoc</i>	
Eli Ramos	<i>ad hoc</i>	
Robin Rice	<i>ad hoc</i>	
Pat Rios	<i>ad hoc</i>	Council Liaison
Tom Staley	<i>ad hoc</i>	Parks Dept. Representative
Debbie Thompson	<i>ad hoc</i>	
Rose Tran	<i>ad hoc</i>	

**FISCAL ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Staff recommends that City Council confirm the Mayor's appointment of Andrew Barlow to the YMCA Project Committee, as presented.

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 8**

Deliberate and act on the Texas Municipal League Intergovernmental Employee Benefits Pool Continuation of Coverage Administrative Agreement for the Fiscal Year 2015-2016.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The accompanying Continuation of Coverage Administrative Agreement with the Texas Municipal League (TML) Intergovernmental Employee Benefits Pool (IEBP) requests IEBP to provide employees who terminate their employment with the City the right to temporary continuation of health coverage at group rates. Risk pools do not fall under the COBRA statute, but the requirement still exists and is called Continuation of Coverage (COC). “Continuation of Coverage” is a risk pool’s version of the Consolidated Omnibus Budget Reconciliation Act (COBRA). COC, like COBRA, provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health coverage at group rates. This coverage, however, is only available when coverage is lost due to certain specific events. Group health coverage for COBRA participants is usually more expensive than health coverage for active employees, since usually the employer pays a part of the premium for active employees while COBRA participants generally pay the entire premium themselves. Ordinarily it is also less expensive than individual health coverage.

The proposed agreement authorizes TML to provide administrative services for the COBRA program and relieves staff of most of the burden of meeting and monitoring the many deadlines and complexities of the City’s COBRA obligation.

See the accompanying agreement for additional information.

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**FISCAL ANALYSIS:** The City will pay the Texas Municipal League Intergovernmental Employee Risk Pool the yearly \$50.00 set up fee and \$0.50 per month for each participating participant that enrolls in Continuation of Coverage. The coverage premium is the expense of the former employee.

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**RECOMMENDATION:** Staff recommends that Council approve the Continuation of Coverage Administrative Agreement with the TML Intergovernmental Employee Benefits Pool from October 1, 2015, through September 30, 2016.

## COBRA Continuation of Coverage Administrative Agreement

### City of Rockport

October 2015

**WHEREAS**, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

**WHEREAS**, the undersigned Employer sponsors an employee benefit plan;

**WHEREAS**, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

**WHEREAS**, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

#### I. **Effective Date**

As of the first day of October, 2015, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

#### II. **Employer Duties**

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.
5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.
8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than (a) the forty-fifth (45<sup>th</sup>) day following the termination or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

### III. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
2. The Pool will provide election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
  - a. benefit availability - initial notice, enrollment card and cost;
  - b. confirmation of enrollment and payment coupons
  - c. notice of termination letters:
    - Failure to reply
    - Failure to make initial payment
    - Failure to make regular payment
    - End of eligibility (no longer qualified)
    - End of eligibility period
  - d. open enrollment
  - e. contribution change and revised payment coupons
  - f. conversion to an individual policy
  - g. Medicare eligibility
  - h. verification of incapacitated child status
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is the lesser of \$50 or 10% of amount due.

7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
8. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

#### IV. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool	Address of Employer
Executive Director	City of Rockport
TML MultiState Intergovernmental Employee Benefits Pool	622 East Market Street
Texas Municipal Center	Rockport, Texas 78382-1059
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

#### V. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

#### VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.

- 5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
- 6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
- 7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

**VII. Termination**

- 1. Term of this initial Agreement shall be from its effective date through October 1, 2016, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
- 2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
- 3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
- 4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
- 5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of \_\_\_\_\_, at a duly called meeting held on \_\_\_\_\_ by:

(Signature)	<b>City of Rockport</b> (Employer/Group Name)
(Authorized Official Title)	(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: \_\_\_\_\_ at Austin, Texas \_\_\_\_\_  
 TITLE: (Executive Director) (Date)

## Attachment A

### COBRA Continuation of Coverage (COC) Rights

#### Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a thirty (30) day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);

5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision on whether or not a termination was for gross misconduct later than the forty-fifth (45<sup>th</sup>) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events that occurred prior to the termination of employment.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

#### **When is COBRA Continuation of Coverage available?**

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

#### **You must give notice of some Qualifying Events**

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within sixty (60) days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### **How is COBRA Continuation of Coverage provided?**

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

**Active Duty Reservists extension of COBRA Continuation of Coverage**

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to IEBP.

**Disability extension of COBRA Continuation of Coverage**

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60<sup>th</sup>) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

**Second Qualifying Event extension of COBRA Continuation of Coverage**

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

**Are there other coverage options besides COBRA Continuation of Coverage?**

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

**Adding Dependents**

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of Coverage

rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

**If you have questions**

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services’ Centers for Medicare and Medicaid Services at:

- [http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_fact\\_sheet.html](http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html); or
- <http://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/index.html#COBRA>

**Keep Your Plan Informed of Address Changes**

In order to protect your family’s rights, you should keep TML MultiState IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML MultiState IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool (IEBP)	1821 Rutherford Lane, Suite 300   Austin, Texas 78754 PO Box 149190   Austin, Texas 78714-9190	
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit <a href="http://www.iebp.org">www.iebp.org</a>   click on the "Login" button   click on "Online Customer Care" under the "My Tools" menu   click on "Send a Secure Email"	8:30 AM - 5:00 PM Central
Provider Benefit Information Portal: Provider information can be found under the Provider Services menu. Member specific information such as Eligibility, Claims, Summary of Benefits and Coverage, Provider Coding Guidelines, Medication Therapy Management Guide, Member Rights and Responsibilities, Provider/Member Appeal Rights and IEBP Quality Improvement Plan information is also available.	Visit <a href="http://www.iebp.org">www.iebp.org</a>   to register, click on the "Sign Up" link under the provider section   to login, click on the "Login" button at the top right hand side of the screen	
TML MultiState IEBP Internet Website:	<a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
MyIEBP Mobile Access:	iPhone–App Store, Droid–Google Play, All other Phones– <a href="http://www.iebp.org">www.iebp.org</a>	Twenty-four (24) hrs
Medical Authorizations:	(800) 847-1213	8:30 AM - 5:00 PM Central
Professional Health Coaches:	(888) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appt.
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190   Austin, Texas 78714-9190	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 9**

Hear and deliberate on the Texas Municipal League MultiState Intergovernmental Employee Benefits Pool Rerate Notice for active employees and retired employees not eligible for Medicare.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The monthly group medical insurance premium for active employees and retired employees not eligible for Medicare increased by five percent from \$503.84 to \$529.04 per month. In September 2011 Council chose to equally split the additional cost of a rerate increase with the employee per adopted Ordinance No. 1551.

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**Sec. 40-65. Benefits**

- (a) *Group insurance*
    - (1) *Insurance provided:* All full-time employees and all retired employees are provided with medical insurance for which an employee contribution may be required.
- 

There are no changes from the 2014-2015 plan year. See the accompanying rerate notice for additional information.

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**FISCAL ANALYSIS:** The five percent increase will be equally split between the City and the employee. The employee's new contribution amount will increase by \$12.60 per month (\$529.04 (new rate) - \$503.84 (previous rate) = \$25.20 ÷ 2 (City & Employee) = \$12.60 per month).

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**RECOMMENDATION:** Staff recommends that City Council approve the 2015-2016 Texas Municipal League MultiState Intergovernmental Employee Benefit Pool rerate for employee health benefits, as presented.



# TML MultiState Intergovernmental Employee Benefits Pool Rerate Notice and Benefit Verification Form

## Rockport

Original

Plan Year 2015-2016 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.  
Supplemental benefits cannot be accessed without accessing the TML MultiState IEBP Medical Benefit Plan

### Medical

#### Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	XRay & Lab in OV	Rates	Current	New	Employee Subsidy	195% of Employee
P85-20-10-Mac A	80/50	\$200	\$450	\$1000	N/A	No	Employee:	\$503.84	\$529.04	\$554.50	\$1,031.62
							Spouse:	\$518.94	\$544.90	\$546.04	\$1,062.54
							Child(ren):	\$310.42	\$325.94	\$325.94	\$635.58
							Family:	\$823.28	\$864.44	\$864.44	\$1,685.68

### Dental III

	Current Rate	New Rate
Employee:	\$32.26	\$34.52
Spouse:	\$33.96	\$36.34
Child(ren):	\$37.36	\$39.98
Family:	\$66.78	\$71.46

### Vision A

	Current Rate	New Rate
Employee:	\$6.76	\$6.76
Family:	\$13.50	\$13.50

### Calendar Year Pre-65 Retiree Medical

Retirees at 195% of Active Plan

### Calendar Year Pre-65 Dental III 100% Participation

	Current Rate	New Rate
Retiree:	\$41.52	\$62.28
Spouse:	\$43.72	\$65.58
Child(ren):	\$48.08	\$72.12
Family:	\$85.92	\$128.88

**Calendar Year Pre-65 Voluntary Vision A**

	<u>Current Rate</u>	<u>New Rate</u>
Retiree:	\$10.66	\$10.66
Family:	\$21.28	\$21.28

**LTD**

No LTD Coverage

**STD**

No STD Coverage

**Basic Life and AD&D: Plan 9 (\$15,000)**

	<u>Current Rate</u>	<u>New Rate</u>
Life:	\$0.220	\$0.220
AD&D:	\$0.035	\$0.035

**Dependent Life: Plan 1 (\$2,000/\$1,000)**

<u>Current Rate</u>	<u>New Rate</u>
\$0.70 per dependent unit	\$0.70 per dependent unit

**Voluntary AD&D**

No Voluntary AD&D Coverage

**Additional Employee Life and AD&D**

<u>Age of Employee</u>	<u>Current Rate per \$1000</u>	<u>New Rate per \$1000</u>
Under 30	0.061	0.061
30 - 34	0.069	0.069
35 - 39	0.100	0.100
40 - 44	0.130	0.130
45 - 49	0.198	0.198
50 - 54	0.332	0.332
55 - 59	0.595	0.595
60 - 64	0.913	0.913
65 - 69	1.513	1.513
70 and over	2.431	2.431

### Basic & Additional Retiree Life

<u>Age of Employee</u>	<u>Current Rate per \$1000</u>	<u>New Rate per \$1000</u>
Under 45	0.228	0.228
45 - 49	0.329	0.329
50 - 54	0.519	0.519
55 - 59	0.873	0.873
60 - 64	1.240	1.240
65 - 69	1.961	1.961
70 - 74	3.226	3.226
75 - 79	5.376	5.376
80 - 84	8.223	8.223
85 - 89	12.587	12.587
90 - 94	18.342	18.342
95 and over	37.823	37.823

### Continuation of Coverage (COC)

Yes

### Benefit Waiting Period

Medical: None

Life: None

### Medical Network

Choice Plus

### Flex, HRA, HSA & RRA

Flex AdminHRA AdminHSA AdminRRA Admin

No

No

No

No

#### Select one of the following options for Flex:

 Debit Card Flex (\$3.70 per participant per month)

 Paper Flex (\$5 per participant per month)

#### Select one or all of the following options for HRA, HSA & RRA:

 HRA (\$3.70 per participant per month - debit card only)

 HSA (\$3.70 per participant per month - debit card only)

 RRA (\$3.70 per participant per month - debit card only)

If employer accesses Debit Card Flex and/or HRA, HSA or RRA, only one charge of \$3.70 per participant per month will be incurred.

### Medication Therapy Management Program

**MAC A Plan:** If a brand name drug is dispensed and a generic alternate drug exists, the **Covered Individual** pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The **cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts**. The MAC differential applies to all prescriptions purchased through this program when a generic alternate is available.

**MAC C Plan:** If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay.

Covered Individual Out of Pocket (OOP)			
Prescribed (Doctor Ordered) Over the Counter Alternates and Prescription Networks	Retail: (up to 34 day supply max unless noted otherwise)	Mail/Maintenance: (up to 90 day dispensement)	SpecialtyRx/Biotech/Biosimilar: (up to 34 day dispensement)
<ul style="list-style-type: none"> <li>Smoking Cessation (Nicorette Gum), Quantity Limit - 3 months per plan year</li> <li>Aspirin, Folic Acid, Fluoride Chemoprevention Supplements, Iron Deficiency Supplements, and Vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at an increased risk for falls; per prescription</li> </ul>	\$0.00	N/A	N/A
Network Retail: 34 day Non-Cost Share most Generic Dispensement	\$0.00 (up to 34 day supply)	N/A	N/A
Network Retail: 90 day Non-Cost Share most Generic Dispensement	\$9.00 (35 up to 90 day supply)	\$25.00	
OptumRx Network Non-Cost Share Best Brand/Formulary List	\$38.00	\$95.00	
OptumRx Network Non-Cost Share Non-Best Brand/Non-Formulary List	\$60.00	\$150.00	
OptumRx Network Cost Share	\$120.00	\$300.00	
OptumRx Specialty/Biotech Prescriptions	N/A	N/A	\$100.00 (up to 34 day supply)
OptumRx Biosimilar Generic Prescriptions	N/A	N/A	\$75.00 (up to 34 day supply)
Prescription Refill Control Standards	75%	70%	

Women's Preventive Health Services Covered Individual Out of Pocket (OOP)			
Benefit	Retail Rx Medical Plan	Prescription Plan	Plan Ineligible
Oral Contraceptives Generic ( <i>no cost share</i> )		X	
IUD Device ( <i>no cost share</i> )	X	X	
Implant Device ( <i>no cost share</i> )	X	X	
Permanent Implantable Contraceptive Coil ( <i>subject to the appropriate deductible and benefit percentages</i> )	X		
Insertion and/or Removal of Devices ( <i>no cost share</i> )	X		
Sonogram to Detect Placement of Device ( <i>no cost share</i> )	X		
Injectable Contraceptives ( <i>no cost share</i> )	X	X	
Injectable Administration Fee ( <i>no cost share</i> )	X		
Diaphragm (cervical), Hormone Vaginal Ring, Hormone Patch, Cervical Cap, Spermicides, Sponges ( <i>no cost share</i> )		X	
Diaphragm Instruction and Fitting Fee ( <i>no cost share</i> )	X		
Emergency Birth Control			X
Over-The-Counter (OTC) Birth Control			X
Contraceptive Management/Urinalysis/Pregnancy Test ( <i>no cost share</i> )	X		
Female Condoms ( <i>no cost share</i> )		X	
Medications for risk reduction of breast cancer in women who are at increased risk for breast cancer and at low risk for adverse medication effects: Tamoxifen or Raloxifene		X	



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 11**

Conduct and deliberate a Joint Public Hearing with the Planning & Zoning Commission to consider a request for rezoning from R-1 (1<sup>st</sup> Single Family Dwelling District) to R-6 (Hotel/Motel District) on property located at 3404 Highway 35 South; also known as Lot 1 (18.733 acres), Bays of Rockport, Rockport, Aransas County, Texas.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Standard Trust, Brad Coleman, Trustee is seeking approval to rezone property located at 3404 Highway 35 South. Mr. Coleman's intent is to construct cottages for rental by kayakers and fishermen.

Please see the accompanying zoning and land development application for detail information.

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**FISCAL ANALYSIS:** N/A

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



## JOINT PUBLIC HEARING

### Rockport City Council and Planning & Zoning Commission

**NOTICE** is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, June 9, 2015 at 6:30 p.m., at Rockport City Hall, 622 E. Market Street, Rockport, Texas, to consider a request for rezoning from R-1 (1<sup>st</sup> Single-Family Dwelling District) to R-6 (Hotel/Motel District) on property located at 3404 Highway 35 South; also known as Lot 1 (18.733 acres), Bays of Rockport, Rockport, Aransas County, Texas. Purpose of the request is to build cottages for rental.

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

**POSTED:** the 19th day of May, 2015, at 5:00 p.m., on the bulletin board at Rockport City Hall, 622 E. Market Street, and on the website [www.cityofrockport.com](http://www.cityofrockport.com). **PUBLISHED** in *The Rockport Pilot* in the Saturday, May 23, 2015, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

  
Teresa Valdez, City Secretary



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

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

A. REQUESTING: Rezoning [  ] Conditional Permit [  ]  
Planned Unit Development (P.U.D.) by Conditional Permit [  ]

B. ADDRESS AND LOCATION OF PROPERTY 3404 Hwy  
35 south Rockport, TEXAS 78382

C. CURRENT ZONING OF PROPERTY: R-1

D. PRESENT USE OF PROPERTY: R-1

E. ZONING DISTRICT REQUESTED: R-6

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

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

• Lot or Tract 1 Block \_\_\_\_\_

• Tract Bays of Rockport of the C. ZAWA-226  
Survey as per metes and bounds (field notes attached)

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

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

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 18.733 ACRES

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

to have cottages for rental  
for kayakers + wade fishermen

K. OWNER'S NAME: (Please print) Standard Trust  
 ADDRESS: P.O. Box 1149 Rockport, TX 78381  
 CITY, STATE, ZIP CODE: Rockport, TEXAS 78381  
 PHONE NO 830 556-7330

L. REPRESENTATIVE: (If Other Than Owner) BRAD COLEMAN, Trustee  
 ADDRESS: 3404 Hwy 35 So.  
 CITY, STATE, ZIP CODE: Rockport, TX 78382  
 PHONE NO 830 556-7330

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

M. FILING FEE:

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

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

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

Signed: *Brad Coleman*  
 (Owner or Representative)

**(FOR CITY USE)**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Fees Paid: \$ \_\_\_\_\_  
 Submitted Information ( \_\_\_\_\_ accepted) ( \_\_\_\_\_ rejected) by: \_\_\_\_\_  
 If rejected, reasons why: \_\_\_\_\_

Receipt No. \_\_\_\_\_

**JOHN E. VICKERS III**  
Attorney at Law

E-mail Address: 20333 Tomball Pkwy, St 200 832-818-7756  
johnvickersattorney@comcast.net Houston, Texas 77070 877-489-7114 fax

March 3, 2015

Ms. Kristi Perry  
City of Rockport  
Building and Development Department  
Code Enforcement  
building@cityofrockport.com

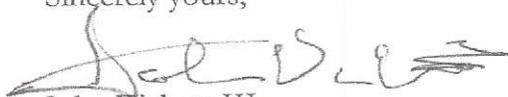
Re: Standard Trust

Dear Ms. Perry,

I represent Standard Trust which owns property adjacent to Highway 35 in the city of Rockport, Texas. The sole trustee of Standard Trust is George Bradford Coleman. Therefore he has sole authority to act on behalf of Standard Trust without the joinder of anyone else.

Please call if you have any questions.

Sincerely yours,



John Vickers III  
Cc: Mr. Brad Coleman

## STANDARD TRUST INDENTURE

This Trust Indenture is made effective the 16th day of October, 1998, by and between George Bradford Coleman, as Trustor (hereinafter called "Trustor"), and George Bradford Coleman, as Trustee (hereinafter called "Trustee"), for the purpose of establishing one trust. The trust established in this Trust Indenture shall be held and administered in accordance with the terms and provisions set forth in this Trust Indenture.

1. **Trust Estate.** Contemporaneously with the execution of this Trust Indenture, Trustor has given and delivered to Trustee the sum of One Hundred Dollars (\$100.00) in cash. Such sum of money has been received and accepted by Trustee in trust to be held by Trustee and by the successors of Trustee in trust subject to the provisions of this Trust Indenture. Such sum of money and all properties derived from such sum of money and any and all other money and property of any kind that may be received by Trustee from Trustor or from any other source subject to this Trust Indenture shall constitute the "trust estate" held under this Trust Indenture.

2. **Standard Trust.** The Standard Trust is created under this Trust Indenture for the benefit of Gregory Brandon Coleman who is the Beneficiary of the Standard Trust.

3. **The Trustee.** The original Trustee of the trust created in this Trust Indenture shall be George Bradford Coleman and when the term "Trustee" is used herein it shall refer to George Bradford Coleman so long as George Bradford Coleman shall continue acting as Trustee. If George Bradford Coleman shall die or should for any reason become unwilling or unable to continue acting as Trustee, Diane Coleman shall act as successor Trustee of the trust. If Diane Coleman shall be

unwilling or unable for any reason to act as successor Trustee, the Judge of the State of Texas District Court in Nueces County, Texas with the longest continuous tenure as a Judge of a State of Texas District Court in Nueces County, Texas shall appoint the successor Trustee without a formal proceeding upon the written application of any interested party. The Judge appointing the successor Trustee shall bear no liability for the appointment of the successor Trustee. All powers, rights, discretions and duties given to Trustee or imposed upon Trustee under the terms of this Trust Indenture shall exist fully in favor of, or be imposed upon any successor Trustee.

4. **Trust, Trust Estate and Beneficiary.** Where the term "trust" is used in this Trust Indenture it is intended, unless otherwise expressly indicated in connection with the particular use of the term, to refer to the Standard Trust declared and provided for in this Trust Indenture. Likewise, where the term "trust estate" is used in this Trust Indenture it is intended, unless otherwise expressly indicated in connection with the particular use of the term, to refer to the trust estate of the Standard Trust. Likewise, where the term "Beneficiary" is used in this Trust Indenture it is intended, unless otherwise expressly indicated in connection with the particular use of the term, to refer to Gregory Brandon Coleman.

5. **Distribution of Income and Principal.** The trust is established for the purpose of providing for the health, education, support and maintenance of Beneficiary. To such end, Trustee is authorized to distribute the net income from the trust estate in such amounts and at such times as Trustee, in the sole discretion of Trustee, deems appropriate for the health, education, support and maintenance of Beneficiary. If any net income of the trust is not distributed, the undistributed net income shall be retained as net income and shall be distributed thereafter by Trustee pursuant to the provisions of this Paragraph 5 for the distribution of the net income of the trust. In the event that the

net income is not sufficient, in the sole opinion of Trustee, to provide for the health, education, support and maintenance of Beneficiary, Trustee is authorized to distribute such portion or all of the principal of the trust estate for such purposes.

6. **Termination of Trust.** The trust shall terminate upon the later of (1) Beneficiary attaining Beneficiary's thirty-fifth (35th) birthday and (2) the death of Trustor. If Beneficiary is not living upon the termination of the trust, the remaining trust estate shall be distributed to the personal representative of the estate of Beneficiary. If Beneficiary is living upon the termination of the trust, the remaining trust estate shall be distributed to Beneficiary.

7. **Bond and Reports of Trustee.** No bond or other security shall be required of Trustee. No reports of any kind shall be required to any Court by Trustee.

8. **Compensation of Trustee.** Trustee shall be entitled to receive reasonable and customary compensation for Trustee's services as Trustee. Trustee shall pay out of the funds of the trust estate all costs, expenses and charges deemed by Trustee chargeable to the trust and shall fully reimburse Trustee for any out-of-pocket expenses incurred on behalf of the trust estate.

9. **Exoneration of Trustee.** Trustee is exonerated from any liability for loss to the trust estate unless such loss is occasioned by reason of bad faith on the part of Trustee in Trustee's dealing with the trust or the trust estate. Trustee shall not be liable for the proper exercise of any discretion or power hereunder or for ordinary shrinkage in the value of the trust estate.

10. **General Powers of Trustee.** In addition to the powers granted to Trustee in this Trust Indenture, Trustee shall have all the powers conferred upon trustees by the Texas Trust Code, as the same has been enacted and may subsequently be amended from time to time. In the event any inconsistency between the terms of this Trust Indenture and the terms of the Texas Trust

Code, as now enacted or subsequently amended, regarding the powers of trustees generally, should exist or be discovered, the terms of this Trust Indenture shall control to the extent allowed by law. In addition to the powers granted in the Texas Trust Code as hereinbefore described and the powers granted elsewhere in this Trust Indenture, Trustee shall have the following powers:

A. Trustee shall receive, take, hold, control, manage, administer, convey and dispose of the properties constituting the trust estate of the trust or any part thereof; and Trustee shall have the full power and authority, in the sole discretion of Trustee, to sell, exchange, mortgage (with or without power of sale by a trustee), grant security interests and sign financing statements, pledge, loan, lend, assign, grant transferable and nontransferable proxies, and otherwise manage and dispose of any part or all of the trust estate.

B. Trustee shall have the full power and authority to lease the trust properties, whether real or personal, for any period or periods of time whether such period or periods are within or beyond the term of duration of the trust created under this Trust Indenture, and for any purpose and upon any terms and conditions, and with any options for renewal, extension, purchase or other options, all as Trustee shall see fit.

C. Trustee shall have the full power and authority to enter into mineral transactions pursuant to the provisions of the Texas Trust Code.

D. Trustee shall have the full power and authority to invest in and to reinvest all or parts of the undistributed income and principal of the trust estate at such times and on such terms as Trustee may, in the sole discretion of Trustee, deem best. Trustee may invest in real and personal property of any character and wheresoever situated.

E. Trustee shall have the full power and authority to commence or defend

litigation, to settle, compromise, arbitrate, litigate and otherwise adjust claims whether by, for or against the trust estate of the trust or Trustee, all as Trustee shall deem advisable, and all of which shall be at the expense of the trust estate.

F. Trustee shall have the full power and authority to retain any property, whether real or personal, taken over by Trustee subject to the trust, without regard to the proportion such property so held may bear to the entire amount of the trust estate, whether or not such property is of a class in which trustees are generally authorized to invest by law and without any liability for any loss resulting from such retention.

G. Trustee shall have the full power and authority to borrow money at any time and in any amount from time to time for the benefit of the trust estate of the trust, from any person, firm or corporation. Trustee is fully authorized to secure any loan made to the trust by pledge, deed of trust, mortgage, security agreement and financing statement, or other encumbrance on the assets of the trust estate, and from time to time to renew such loans. In the payment of any debts incurred by Trustee on behalf of the trust, Trustee may pay the same out of income or principal, or both, as Trustee shall determine in the exercise of Trustee's sole discretion. Trustee shall have the full power and authority to lend trust funds, on such terms and conditions as Trustee may determine, to any beneficiary and to any other person, firm or corporation.

H. Trustee shall have the full power and authority to determine whether any money or property coming into Trustee's hands, including any profit or loss, shall be considered as part of the principal or the income of the trust and to apportion between the principal and the income of the trust any loss or expenditure in connection with the trust estate as to Trustee may seem just and equitable.

I. Trustee is authorized to enter into any transaction permitted by this Trust Indenture, even though the other party to that transaction is a beneficiary; a trust created by or for the benefit of a beneficiary; an executor or administrator of any estate; or a trustee of any trust; except to the extent that the Texas Trust Code, as amended, may expressly prohibit Trustor from authorizing Trustee from engaging in any such transaction.

J. Trustee may acquire as an asset of the trust a life insurance policy on the life of Beneficiary from such companies and in such amounts as Trustee may deem advisable. All proceeds from such policies shall be payable to Trustee.

K. At the termination of the trust, Trustee shall not be required to sell any portion of the trust estate in order to make a distribution, but may make such distribution in money or in kind (including undivided interests) or partly in money and partly in kind, making the necessary equalizations in cash at values to be determined by Trustee, whose decision as to values shall be binding and conclusive on all parties at interest.

L. The term "trust estate" as used in this Trust Indenture includes all property of the trust--principal and undistributed income.

11. **Limitations on Powers of Trustee.** Notwithstanding any other provision of this instrument to the contrary, Trustee shall have no authority or power:

A. To permit Trustor or any other persons to purchase, exchange, or otherwise deal with or dispose of the principal or the income of the trust estate for less than an adequate consideration in money or money's worth.

B. To permit Trustor to borrow the principal or income, directly or indirectly, without adequate interest or without adequate security.

C. To permit the exercise by any person in a non-fiduciary capacity of any of the following "powers of administration," to wit: (1) to vote or direct the voting of stock or other securities of a corporation in which the holdings of Trustor and the trust are significant from the viewpoint of voting control; (2) to control the investment of the trust funds either by directing investments or reinvestments, or by vetoing proposed investments, to the extent that the trust funds consist of stocks or securities of corporations in which the holdings of Trustor and the trust are significant from the viewpoint of voting control; or (3) to reacquire the trust principal by substituting other property of an equivalent value.

12. **Name Under Which Trust Properties Held.** Properties belonging to the trust estate may be held in the name of Trustee, as Trustee of the trust, or in the name of Trustee without showing any representative capacity, or, in the discretion of Trustee, in the name of a nominee, either with or without showing the designation of the beneficiary interest. Bank accounts may be maintained in such banks and under such names as Trustee may elect.

13. **Spendthrift Trust.** No beneficiary shall have the right to alienate, encumber, hypothecate or in any way assign his or her interest in the principal or income of the trust, nor shall such interest or estate or income be subject to a beneficiary's liabilities or obligations or other legal proceedings or process, bankruptcy proceedings or claims of creditors or otherwise.

14. **Presumed Authority of Trustee.** Any third party dealing with Trustee shall be entitled to assume the correctness of any recital of fact contained in any instrument executed by Trustee with reference to Trustee's powers and authority under this Trust Indenture and to assume that Trustee is acting in good faith and that all provisions of this Trust Indenture have been properly complied with by Trustee, and that all prerequisites necessary to the exercise by Trustee of the

powers sought to be exercised by Trustee have been properly performed.

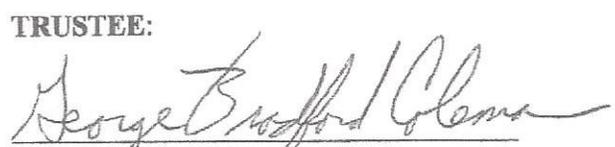
15. **Additional Contributions to Trust.** It is contemplated that additions to the principal of the trust created in this Trust Indenture may be made by Trustor from time to time or by other persons; provided that Trustee does not feel that the additional properties will be detrimental to the trust estate. The acceptance of such additional properties as a part of the trust estate shall be implied by the acceptance by Trustee of delivery of the property in trust. Any such additions to the trust estate may also be effected by a writing describing the property contributed and signed by the party making the contribution and by Trustee and showing the date that it was contributed.

16. **Amendments and Construction.** The trusts created in this Trust Indenture shall be irrevocable. Trustor has been fully advised that Trustor may retain powers of alteration, amendment, revocation and termination of the trusts created in this Trust Indenture, but nevertheless Trustor desires to, and does hereby, waive such power and right of alteration, amendment, revocation and termination. The title and ownership of each trust estate shall remain irrevocably in Trustee, the successors and assigns of Trustee, and Trustor retains no right to any part of either the principal or income of each trust estate.

17. **Binding Effect.** This agreement shall be forever binding upon Trustor and upon Trustee while serving under this Trust Indenture.

IN WITNESS WHEREOF, this Trust Indenture is executed by George Bradford Coleman, as Trustor, and by George Bradford Coleman, as Trustee, to show the acceptance of the trust.

**TRUSTOR:**  
  
George Bradford Coleman

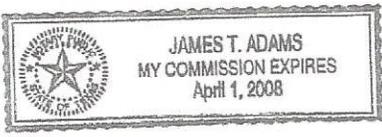
**TRUSTEE:**  
  
George Bradford Coleman

THE STATE OF TEXAS

§  
§  
§

COUNTY OF Karnes

This instrument was acknowledged before me on the 27 day of March, 2008, by  
George Bradford Coleman.



*[Handwritten Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

226611



# Aransas CAD

## Property

### Account

Property ID: 64416      Legal Description: BAYS OF ROCKPORT LOT 1 ACRES 18.733  
 Geographic ID: 0344-000-001-000      Agent Code:  
 Type: Real  
 Property Use Code: R 1  
 Property Use Description: 1ST SINGLE FAMILY DWELLING DISTRICT

### Location

Address: 3404 HWY 35 S      Mapsco:  
 ROCKPORT, TX 78382  
 Neighborhood:      Map ID: A-2  
 Neighborhood CD:

### Owner

Name: STANDARD TRUST      Owner ID: 74954  
 Mailing Address: P O BOX 1149      % Ownership: 100.000000000000%  
 ROCKPORT, TX 78381-1149  
 Exemptions: HS, OV65

## Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
-----			
(=) Assessed Value:	=	N/A	

## Taxing Jurisdiction

Owner: STANDARD TRUST  
 % Ownership: 100.000000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	ARANSAS COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CRO	CITY OF ROCKPORT	N/A	N/A	N/A	N/A
GAR	ARANSAS COUNTY	N/A	N/A	N/A	N/A
NVD	NAVIGATION DIST	N/A	N/A	N/A	N/A
SAR	ARANSAS CO ISD	N/A	N/A	N/A	N/A



# 3404 HWY 35

**Print Date:** 04/30/2015  
**Image Date:** 01/16/2014  
**Level:** Community



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ROCKPORT CORAL REEF LLC  
755 E MULBERRY AVE #600  
SAN ANTONIO TX 78212-6013

JOHN & JENNIFER JENKINS  
110 WINDING WAY  
ROCKPORT TX 78382-7040

TEXAS DEPT OF TRANSPORTATION  
WILLIAM H REITMANN, PE  
PO BOX 1367  
SINTON TX 78387

OVERBID PROPERTY TRUST  
ED & HAZEL RICHMOND PUBLIC  
LIBR  
110 N LAMONTE ST  
ARANSAS PASS TX 78336-3640

GULFSIDE CORPORATION  
PO BOX 1149  
ROCKPORT TX 78381-1149

WILLIAM W & BARBARA A  
NOWOTNY  
PO BOX 393  
ROCKPORT TX 78381-0393

JOEY D WRIGHT  
PO BOX 608  
ROCKPORT TX 78381-0608

STANDARD TRUST  
DBA BAYS OF ROCKPORT  
NORTH  
3404 HWY 35 S  
ROCKPORT TX 78382-7392

SUSIE & STEVE ROBERTS TRUST  
C/O S DOUGLASS & STEPHEN C  
ROBERTS, TRUSTEES  
4247 SANTA FE #A  
CORPUS CHRISTI TX 78411-1244

628 INVESTMENTS LLC  
PO BOX 2590  
ROCKPORT TX 78381-2590

STANDARD TRUST  
C/O BRAD COLEMAN  
PO BOX 1149  
ROCKPORT TX 78381-1149

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 13**

*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

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**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. Council tabled this item again at the May 12, 2015, City Council Meeting, since there was still legislation pending. The 84<sup>th</sup> Legislature adjourned June 1 without passing any bills restricting the City's ability to regulate plastic bags.

Texas cities that 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>

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.

In addition, Mayor Wax suggested adding clarification to Sec. 54.5 by specifying that “Bags used by businesses who provide prepared food for consumption off premises to ensure safety and sanitary carriage of those items”. This wording has also been added to the draft ordinance.

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**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.

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**RECOMMENDATION:** Staff recommends approval of the ordinance on first reading, as presented.

**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 used by businesses that provide prepared food for consumption off premises to ensure safety and sanitary carriage of those items; or
- (c) 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. \_\_\_\_\_**

**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,

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**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.

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

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**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.

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**Sec. 54.3. Implementation of Voluntary Ban on Plastic Checkout Bags.**

The City will promote a Voluntary Ban of plastic checkout 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

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 14**

*Tabled May 26, 2015* - 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.

City Council tabled this item at the May 26, 2015, City Council Meeting.

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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.

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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.

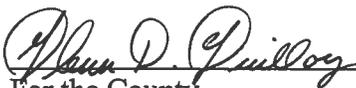
This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

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,

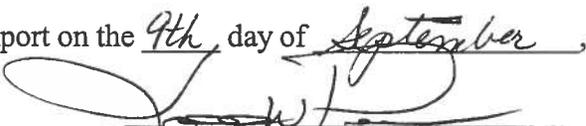
The term of this agreement is from the date of execution of this agreement as provided below to September 30, 2004. This agreement will automatically renew for another year unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying 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, June 9, 2015**

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**AGENDA ITEM: 15**

*Tabled May 26, 2015* - 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 Time Warner). The project timeline is likely to be eight weeks or more and Aransas County is prepared to move forward.

City Council tabled this item at the May 26, 2015 Council meeting. Since that time the City has purchased and installed two projectors on the Sheriff's Office side of the EOC (similar to the ones that were broken) in order to get the EOC fully operational during the current hurricane season. Total cost of the two projectors was \$300.

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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.

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**RECOMMENDATION:** Staff recommends Council deny the proposal since the replacement projectors give the EOC its functionality for the hurricane season. Staff will continue to meet with County officials and conduct additional research into alternatives and make recommendations for the FY 2015-2016 budget, if necessary.



## 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:**

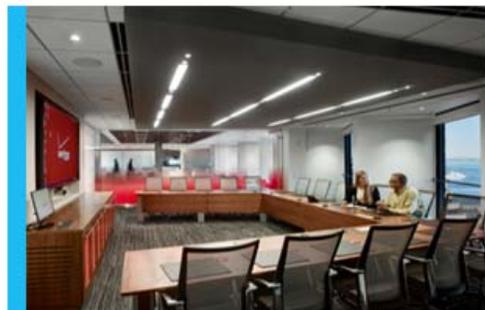
Elissa Fox

Account Executive

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

**Date:**

4/6/2015





## Contents

Contents .....	2
1. Overview.....	3
2. Overview of System Capabilities by System or Room .....	4
Display Systems .....	4
Routing and Switching.....	4
Sources .....	4
Audio Systems .....	4
Control Systems.....	4
Equipment racks and furniture .....	4
3. Services and Additional Deliverables.....	5
Project Management.....	5
Project Schedule.....	5
Project Documentation .....	6
Standard Workmanship Warranty .....	6
Manufacturer’s Warranty .....	7
Priority Service Plan.....	7
Service Hours.....	8
4. Project Dependencies & Responsibilities .....	8
Whitlock Requirements & Responsibilities .....	8
Customer Requirements & Responsibilities .....	8
Notification of Completion and Acceptance .....	9
Work Not Included in Whitlock Scope of Work.....	10
Owner Furnished Equipment and Software .....	11
5. Terms and Conditions.....	11
6. Acceptance of Proposal .....	13



## 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*

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**Name (print)**

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**Name (print)**

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**Signature**

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**Signature**

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**Title**

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**Title**

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**Date**

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**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

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 16**

Deliberate and act on lease of building located at 901 E. Main Street and part of a building at 401 East Magnolia to Coastal Bend Troop Support and authorizing the Mayor to execute and negotiate all necessary documents.

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

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** Coastal Bend Troop Support (CBTS) approached the Mayor and City Manager last week about any City property that might be available. CBTS was in immediate need of space because they had lost their lease and had to be out of their Church Street location on May 31, 2015. As shown in the accompanying May 29 letter of agreement, CBTS was given permission to occupy the former Building and Development Department office at 901 Main Street and one of the storage spaces that is on the former Aransas Gas Company lot, pending Council's review and approval or disapproval of the accompanying lease. CBTS anticipates that they will not need the space for more than six months.

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**FISCAL ANALYSIS:** The proposed lease is \$900.00 per month. CBTS will assume maintenance of the interior of the building, releasing the City of that expense (which has been minimal while vacant).

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**RECOMMENDATION:** Staff recommends Council approve the Lease and authorize the Mayor to execute and negotiate all necessary documents, as presented.

May 29, 2015

Ms. Carla Reed, Executive Director  
Coastal Bend Troop Support  
PO Box 742  
Rockport, TX 78381-0742

Re: 901 Main Street

Dear Ms. Reed:



It is our understanding that Coastal Bend Troop Support, Incorporated, (CBTS) recently lost the lease on its facility at 1141 South Church Street and has to vacate by May 30, 2015. You have indicated your interest in leasing the City-owned property at 901 Main Street and one of the storage units that belongs to 401 E. Magnolia (also owned by the City). The City of Rockport appreciates what your 501(c)3 organization does for the community and our service members serving overseas.

The City Council must authorize the lease of any property but our next council meeting is not until June 9; however, to prevent injury to CBTS's ongoing programs until the June 9 council meeting, by this letter of agreement I am prepared to make 901 Main and one of the storage units for 401 E. Magnolia available to CBTS on an interim basis until a long-term lease can be prepared and approved by the City Council. The following terms apply to this letter of agreement:

1. The premises are offered "as is" and CBTS acknowledges that the premises are suitable for its intended use.
2. CBTS agrees to obey all laws, ordinances, orders, rules, and regulations regarding the properties that the City may from time to time impose relating to the protection and security of the properties.
3. CBTS agrees to pay for all utilities used by CBTS.
4. CBTS shall allow the City of Rockport to enter at any time to inspect the premises.
5. CBTS shall repair, replace, and maintain any part of the premises used by CBTS, including plumbing fixtures, electrical fixtures, mowing, and routine removal of litter, trash, or debris.
6. The repair or replacement of damage caused by CBTS shall be the responsibility of CBTS.
7. CBTS shall not create or allow any nuisance on the premises.
8. CBTS shall not construct or alter any improvements on the premises without the City of Rockport's prior written consent.
9. CBTS shall indemnify, defend, and hold the City of Rockport harmless from any loss, attorney's fees, court and other costs, or claims arising out of CBTS's use of the premises, to the maximum extent allowed by the laws of the State of Texas.

The City of Rockport is pleased to be able to offer this assistance to Coastal Bend Troop Support. City Manager Kevin Carruth will be your point of contact with the City for this letter of agreement and can be reached via email at [citymgr@cityofrockport.com](mailto:citymgr@cityofrockport.com) or by telephone at (361) 729-2213, ext. 221.

Sincerely,

Charles J. Wax, Mayor

**Certification of Acceptance by Coastal Bend Troop Support, Inc.**

On behalf of Coastal Bend Troop Support, Inc., we agree to the terms of this letter of agreement as stated above.

Carla Reed, Executive Director

**LEASE AGREEMENT**  
**WITH COASTAL BEND TROOP SUPPORT, INC.**

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THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of June, 2015, by and between the city of Rockport, Texas, hereinafter called "CITY or LANDLORD," and COASTAL BEND TROOP SUPPORT, INC. hereinafter referred to as "CBTS or TENANT".

**WITNESSETH**

WHEREAS, Coastal Bend Troop Support, Inc. "CBTS" is a 501(C)(3) nonprofit public charity organization formed on Feb. 4, 2010;

WHEREAS, CBTS sends care packages to our American military soldiers and provides other support services and activities to American troops and veterans;

WHEREAS, CBTS is in need of office space and storage facilities to collect, store and distribute care packages and to provide support services;

WHEREAS, CITY desires to assist CBTS by providing office and storage space so that CBTS can continue to provide the services that it has been providing;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

**1. TERM.**

This is a month-to-month lease.

**2. PREMISES TO BE LEASED.**

CITY hereby leases to CBTS the City-owned property located at 901 Main St., Rockport, Aransas County, Texas for the purposes stated herein. Additionally, the CITY leases to CBTS a single storage unit located behind 901 Main St., described as the westernmost, tallest unit for the purposes stated herein.

**3. TENANT'S OBLIGATIONS.**

"Tenant", which includes Tenant's board members, volunteers and invitees, agrees to the following:

- a. Accept the Premises in their present condition "AS IS," the premises being, and acknowledged by CBTS as being, currently suitable for the intended use.
- b. Obey (i) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the premises; (ii) any requirements imposed by utility companies serving or

46 insurance companies covering the Premises or building; and (iii) any rules and  
 47 regulations for the Premises adopted or imposed by Landlord.

48

49 c. Pay monthly, the Base Rent to Landlord at Landlord's Address.

50

51 d. Pay for all essential services and obtain and pay for all utility services used by  
 52 Tenant and not provided by Landlord, including but not limited to water, sewer, gas,  
 53 garbage, electric and internet/cable services.

54

55 e. Pay all operating expenses as they become necessary, as determined by either  
 56 Tenant or Landlord.

57

58 f. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect  
 59 the Premises, and show the Premises to prospective purchasers or tenants.

60

61 g. Repair, replace, and maintain any part of the Premises that Landlord is not  
 62 obligated to repair, replace, or maintain, including but not limited to, indoor plumbing,  
 63 including fixtures, electrical issues, including fixtures, mowing [if necessary], routine  
 64 removal of litter, trash and debris.

65

66 h. Repair or replace any part of the structures or their contents that is damaged by  
 67 Tenant, or Tenant's volunteers, invitees or guests;

68

69 j. Not to construct, remove or alter any improvements on the premises without the  
 70 Landlord's written consent;

71

72 h. Vacate the Premises and return all keys to the Premises on the last day of the  
 73 Term.

74

75 **Tenant agrees NOT to:**

76

77 1a. Use the Premises for any purpose other than the stated use above.

78

79 1b. Create a nuisance.

80

81 1c. Interfere with the Landlord or any other tenant's normal business  
 82 operations or Landlord's management of the Building.

83

84 1d. Permit any waste.

85

86 1e. Use the Premises in any way that would increase insurance premiums, or  
 87 void insurance on the buildings.

88

89 1f. Change Landlord's lock system.

90

91 1e. Allow a lien to be placed on the Premises.

92  
93           1f.     Assign this lease or sublease any portion of the Premises without  
94 Landlord's written consent.

95  
96 **4.     LANDLORD’S OBLIGATION’S.**

97  
98           Landlord agrees to:

99  
100           a.     Lease to Tenant the Premises for the entire Term beginning on the  
101 Commencement Date and ending on the Termination Date.

102  
103           b.     Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) common  
104 areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and  
105 (v) other structures or equipment serving the Premises.

106  
107           c.     Return the Security Deposit, if any, to Tenant, less itemized deductions, if  
108 any, on or before the sixtieth day after the date Tenant surrenders the Premises.

109  
110 **5.     RENT.**

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112           The CBTS agrees to pay the CITY, as compensation for providing the building and  
113 storage unit under this Agreement, the following amount:

114  
115           \$900.00 per month, beginning on June 1, 2015, and continuing each month  
116 thereafter until termination.

117           \$900.00 as security deposit, due on or before the first day rent is due

118  
119 **6.     SIGNAGE.**

120  
121           The CBTS agrees that all signage erected will comply with the city ordinance.  
122 CBTS further agrees to provide the City a drawing, reflecting the size and placement of the  
123 sign, of any signage CBTS intends to place anywhere on the premises, and obtain written  
124 approval for such signage prior to installation.

125  
126 **7.     INDEMNIFICATION.**

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128           INDEMNIFY, DEFEND, AND HOLD LANDLORD, AND IT’S  
129 RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY  
130 RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR  
131 REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES  
132 AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE  
133 PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS  
134 INDEPENDENT OF TENANT’S INSURANCE, (ii) WILL NOT BE LIMITED BY  
135 COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER  
136 THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT  
137 ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY**

138 **EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE**  
139 **ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT**  
140 **WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE**  
141 **GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND**  
142 **THEIR RESPECTIVE AGENTS.**

143

144 **8. INSURANCE.**

145

146 CBTS shall procure and keep in force during the entire term of this Agreement, at  
147 their own expense, sufficient insurance to cover any property belonging to CBTS. CBTS  
148 acknowledges that the City will only maintain insurance, if any, on the buildings, but not the  
149 contents.

150

151 **9. TERMINATION.**

152

153 The CITY may terminate this Agreement at any time with 60 days written notice  
154 to CBTS. Upon such termination of this Agreement, CITY shall have no further  
155 obligations or responsibilities under this Agreement and CBTS shall remove all property  
156 belonging to CTBS within that 60-day period. Any cost incurred by CITY to remove  
157 CTBS property from the premises shall be charged as cost against CTBS, and shall be  
158 paid within 30 days of receipt of invoice.

159 The CTBS may terminate this Agreement at any time with 30 days written notice to  
160 the CITY. Upon such termination of this Agreement, CTBS shall fulfill all pending  
161 financial obligations or responsibilities under this Agreement, and remove all property  
162 belonging to CTBS within 30 days of the written notice.

163

164 **10. SURVIVAL.**

165

166 The obligations described in Sections; 5, RENT; 7. INDEMNIFICATION; and  
167 9, TERMINATION hereof shall survive the termination or expiration of the Agreement.

168

169 **11. PLACE OF CONTRACT.**

170

171 This Agreement shall be deemed to be made in and shall be construed in  
172 accordance with the laws of the City of Rockport, Aransas County and the State of  
173 Texas. Venue shall be in Aransas County, Texas.

174

175 **12. SEVERABILITY.**

176

177 In the event any provision specified herein is held or determined by a court of  
178 competent jurisdiction to be illegal, void or in contravention of any applicable law, the  
179 remainder of the Agreement shall remain in full force and effect.

180

181 **13. EXTENSION AND MODIFICATION.**

182

183 CBTS and CITY may extend or otherwise modify the terms of this Agreement  
184 in whole or in part only by mutual written agreement executed by the duly authorized  
185 representatives of the parties.

186

187 **14. NOTICES TO PARTIES.**

188

189 All notices to be given by the parties to this Agreement shall be in writing and  
190 shall be deemed delivered three days after depositing same in the United States Mail,  
191 postage prepaid, registered or certified mail.

192

193 Notices to CITY shall be addressed to:

194

195 City Manager  
196 622 E. Market  
197 Rockport, TX 78382

198

199

200 Notices to CBTS shall be addressed to:

201

202 Coastal Bend Troop Support, Inc.  
203 Carla Reed, Executive Director  
204 PO Box 742  
205 Rockport, TX 78381-0742

206

207 Either CITY or CBTS may change its address of record for receipt of official notice  
208 by giving the other written notice of such change and any necessary mailing instructions.

209

210 **15. ENTIRE AGREEMENT.**

211

212 This Agreement sets forth the entire agreement between CITY and CBTS  
213 concerning the subject matter hereof and supersedes all prior or contemporaneous  
214 negotiations or communications. There are no representations; either oral or written,  
215 between CITY and CBTS other than those contained in this Agreement.

216

217 **16. COMPLIANCE WITH THE LAW.**

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219 Notwithstanding any contrary provision in this Agreement, CBTS shall comply  
220 with all federal, state and local laws, ordinances, rules and regulations. Further, CBTS,  
221 as a tenant of the CITY shall comply with all CITY ordinances, policies, rules and  
222 regulations.

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224 **17. TIME OF ESSENCE.**

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226 Time is of the essence in the performance of this Agreement.

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228 **18. BINDING.**

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This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement in duplicate the day and year first hereinabove written.

**City of Rockport, Texas**

\_\_\_\_\_  
Signature Date

Charles J. Wax, Mayor

**ATTEST:**

\_\_\_\_\_  
Signature Date

Teresa Valdez, City Secretary

**Coastal Bend Troop Support, Inc.**

\_\_\_\_\_  
Signature Date

Carla Reed, President and CEO

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, June 9, 2015**

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**AGENDA ITEM: 17**

Deliberate and act on a resolution approving cooperation with the cities served by AEP Texas Central Company to review the AEP Texas Central Company's requested approval of an adjustment to its energy efficiency cost recovery factor and authorizing hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** AEP Texas Central Company (TCC) filed an application on or about June 1, 2015 with the Public Utility Commission of Texas (PUC), seeking to adjust its 2016 Energy Efficiency Cost Recovery Factor ("EECRF"). Pursuant to Commission rules, TCC is required to annually apply no later than June 1 of every year to adjust its EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 42508, the PUC authorized TCC to adjust its 2015 EECRF to recover \$10,402,430. In this filing, TCC is seeking to adjust its EECRF to collect \$8,907,149 for five components: (1) \$6,924,634 in forecasted 2016 energy efficiency program costs; (2) a refund of \$1,067,198 for over-recovery of costs in 2014; (3) \$2,848,294 representing the 2014 performance bonus for achieving demand and energy savings that exceeded its minimum goal to be achieved in 2014; (4) \$182,785 representing the estimated evaluation, measurement and verification ("EM&V") costs projected to be incurred in 2015; and (5) \$18,634 in 2014 EECRF rate case expenses.

The resolution authorizes the City to join with the Cities Served by AEP TCC ("Steering Committee") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. The City has participated in Steering Committees in the past for similar rate cases.

City groups have long participated in ratemaking proceedings before the PUC, the Courts, and the Legislature on electric utility regulation matters. Participation in a city group such as this Steering Committee allows cities to advocate for the public interest and accomplish more collectively than each city could on its own.

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**FISCAL ANALYSIS:** By law, the City's reasonable rate case expenses have to be reimbursed by TCC.

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

## MEMORANDUM

TO: Cities Served by AEP Texas Central Company

FROM: Chris Brewster

DATE: June 5, 2015

RE: Energy Efficiency Cost Recovery Factor Application of AEP TCC

On June 1, AEP Texas Central Company (“TCC”) filed its 2016 Energy Efficiency Cost Recovery Factor (“EECRF”) application. Pursuant to Public Utility Commission (“PUC” or “Commission”) rules, TCC is required to annually apply no later than June 1 of every year to adjust the EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF.

Last year in Docket No. 42508, the Commission authorized TCC to adjust its 2015 EECRF to recover \$10,402,430. In this filing, TCC is seeking to adjust its EECRF to collect \$8,907,149 for five components: (1) \$6,924,634 in forecasted 2016 energy efficiency program costs; (2) a refund of \$1,067,198 for over-recovery of costs in 2014; (3) \$2,848,294 representing the 2014 performance bonus for achieving demand and energy savings that exceeded its minimum goal to be achieved in 2014; (4) \$182,785 representing the estimated evaluation, measurement and verification (“EM&V”) costs projected to be incurred in 2015; and (5) \$18,634 in 2014 EECRF rate case expenses.

Although you may receive a copy of the application in the mail or from your local TCC representative, cities do not have jurisdiction over this matter and are not legally required to take action. However, the Commission’s decision on TCC’s EECRF will impact your rates and the rates of your citizens. If approved, the monthly impact on residential customers will be \$0.55 per 1000 kWh. The PUC has previously determined that this is a ratemaking proceeding; therefore, the law allows for your city to be reimbursed for the reasonable cost of the services associated with reviewing the application. Under the Commission’s rule, the cities’ expenses associated with participation in this proceeding will be reimbursed in next year’s EECRF proceeding. Accordingly, there is no direct cost to your city for participation in this proceeding.

**We would like to schedule a conference call to discuss preliminary issues on Tuesday, June 9 at 3:00 p.m. The phone number to call is 1-888-599-1357, conference room 8531.**

While no council action is required on this matter, and you may send me an email authorizing us to include your city in the coalition that will participate in this case, we recognize that some councils may prefer (or require) formal action to join the group. Accordingly, we have attached a model resolution and staff report to this effect.

Please feel free to contact me at (512) 322-5831 or cbrewster@lglawfirm.com if you have questions or concerns.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, APPROVING COOPERATION WITH THE CITIES SERVED BY AMERICAN ELECTRIC POWER (AEP) TEXAS CENTRAL COMPANY (TCC) TO REVIEW AEP TCC'S REQUESTED APPROVAL OF AN ADJUSTMENT TO ITS ENERGY EFFICIENCY COST RECOVERY FACTOR; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.**

WHEREAS, on or about June 1, 2015, AEP Texas Central Company ("TCC" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") § 39.905 and Public Utility Commission of Texas ("Commission" or "PUC") Substantive Rule 25.181(f), filed with the Commission an application for a 2016 Energy Efficiency Cost Recovery Factor ("EECRF"), PUC Docket No. 44717; and

WHEREAS, the City of Rockport, Texas, will cooperate with similarly situated city members and other city participants located within the TCC service area in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, working with the Cities Served by AEP TCC ("Steering Committee") to review the rates charged by TCC allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, the Steering Committee has a history of participation in PUC dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates in TCC's service area to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS:

1. That the City is authorized to participate in the Steering Committee in PUC Docket No. 44717.
2. That subject to the right to terminate employment at any time, the City of Rockport, Texas, hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates,

and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. That the City's reasonable rate case expenses shall be reimbursed by TCC.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Chris Brewster, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this the 9<sup>th</sup> day of June 2015.

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Charles J. Wax, Mayor

ATTEST:

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Teresa Valdez, City Secretary