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## CITY COUNCIL AGENDA

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Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, January 26, 2016, at 6:30 p.m. The meeting will be held at Rockport City Hall, 622 E. Market, Rockport, Texas. The matters to be discussed and acted upon are as follows:

### Opening Agenda

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

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

### Consent Agenda

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

4. Deliberate and act on approval of City Council Regular Meeting Minutes of January 12, 2016.
5. Deliberate and act on request from the Fulton Volunteer Fire Department for temporary closure of sections of Traylor Boulevard and South Fulton Beach Road for the Oysterfest parade on March 5, 2016, and authorization to display banners across the 2400 block of Highway 35 Business and across the 1200 block of FM 3036 for the Oysterfest event.
6. Deliberate and act on report from Rockport-Fulton Chamber of Commerce HummerBird Committee for marketing expenditures for 2015 HummerBird Celebration.
7. Deliberate and act on a Resolution of the City Council of the City of Rockport ordering a General Election and establishing procedures for said election to be held on Saturday, May 7, 2016; the General Election shall be for the purpose of electing a Mayor at-large, a Council Member to represent Ward #2 and a Council Member to represent Ward #4; providing other matters relating to the General Election; and finding and determining that the meeting at which this Resolution is passed is open to the public as required by law.

*Deliberar y tomar medidas sobre la Resolución, una resolución del Ayuntamiento de la Ciudad de Rockport en la que se ordena la realización de unas Elecciones Generales y se establecen procedimientos para dichas Elecciones, que se llevarán a cabo el sábado 7 de mayo de 2016; las Elecciones General se relizarán con el propósito de elegir un Alcalde, un Concejal que represnete el Distrito #2; y un Concejal que represente el Distrito #4; se estipulan otros asimtps relacionados con las Elecciones Generales, y se decide y determina que la reunión en la cual se aprueba esta Resolución estará abierta al publico, como lo requiere la ley.*

## **Regular Agenda**

8. Deliberate and act on proposal to replace audio and visual equipment in the Public Safety Center Emergency Operations Center.
9. Deliberate and act on second and final reading of an Ordinance amending City of Rockport Code of Ordinances Chapter 50 "Floods."
10. Deliberate and act on a Resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP), to negotiate an electric supply agreement, authorizing TCAP to act as agent on behalf of the City to enter into a contract for electricity, and authorizing the Mayor or City Manager to negotiate and execute all necessary documents.

### 11. Reports from Council.

At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas Pathways Steering Committee; Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Environmental Committee for Water Issues; Parks & Leisure Services Advisory Board; Planning & Zoning Commission; Rockport Heritage District Board; Rockport-Fulton Chamber of Commerce; Aransas County Storm Water Management Advisory Committee; Swimming Pool Operations Advisory Committee; Tourism Development Council; Tree & Landscape Committee; YMCA Development 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:

12. Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: a) Templeton, c) Pena/Dack, and d) Bay Education Center.
13. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
14. Section 551.072 Deliberation regarding real property - deliberate the purchase, exchange, lease, or value of real property: a) 1501 and 1505 Broadway, b) 9 Northpointe Drive, c) 901 E. Main, d) 401 S. Magnolia, and d) Project Pinfish.
15. Section 551.074 Personnel Matters: City Manager Evaluation.
16. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

## **Open Session**

17. 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.

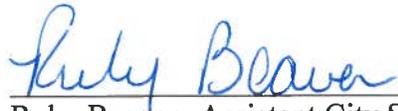
18. Adjournment.

**Special Accommodations**

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

**Certification**

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 622 E. Market Street, Rockport, Texas on Friday, January 22, 2016, by 5:00 p.m. and on the City's website at [www.cityofrockport.com](http://www.cityofrockport.com). I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot*, *Coastal Bend Herald*, and *Corpus Christi Caller Times*.



Ruby Beaven, Assistant City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM:** 4

Deliberate and act on approval of City Council Regular Meeting Minutes of January 12, 2016.

**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 January 12, 2016.

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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, January 12, 2016 Rockport City Hall, 622 East Market Street

On the 12<sup>th</sup> day of January 2016, 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

#### PLANNING & ZONING COMMISSION MEMBERS PRESENT

Edward Bellion  
Graham Wilson  
Brian Olsen  
Shawn Johnston  
Diana Severino-Saxon

#### 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  
Park & Leisure Services Director Tom Staley  
Community Planner Kimber Clark  
Building Inspector Frank Truitt

#### 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, January 12, 2016, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

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

Council Member Gurtner led the Pledge of Allegiance to the U.S. flag.

## **3. Proclamation: Lions Club Appreciation Day**

Mayor Wax proclaimed January 23, 2016, as Lions Club Appreciation Day in the City of Rockport.

## **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.

Kathleen Kalina of 606 Market Street addressed the Council. Ms. Kalina voiced comments regarding the Rockport Beach Park.

Mayor Wax informed Ms. Kalina that the Rockport Beach Park and surrounding beach area are managed by the Aransas County Navigation District and he recommended she share her comments with them. Mayor Wax added that he will share Ms. Kalina's comments with the chairman of the Aransas County Navigation District.

## **Consent Agenda**

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

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

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

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.

**Public Hearing**

**13. Call to Order – Rockport Planning & Zoning Commission.**

With a quorum of the Rockport Planning & Zoning Commission present, the meeting of the Rockport Planning & Zoning Commission was called to order by Chairman Brian Olsen at 6:40 p.m. on Tuesday, January 12, 2016, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

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

Mayor Wax opened the Joint Public Hearing at 6:40 p.m.

Planning & Zoning Commission Chairman Brian Olsen stated the Planning & Zoning Commission will consider this request at their meeting on Monday, January 18, 2016, at 5:30 p.m.

There were no public comments.

**15. Adjourn – Rockport Planning & Zoning Commission.**

At 6:41 p.m., the Rockport Planning & Zoning Commission adjourned.

**Regular Agenda**

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

City of Rockport Financial Consultant Bob Henderson addressed the Council. Mr. Henderson stated that in December, the City gave Notice of Intent to Issue Certificates of Obligation for purchase of property. Mr. Henderson informed the Council that a competitive bid sale was offered

and a 2.5997% interest rate was the lowest bid. Mr. Henderson recommended the City accept the bid of 2.5997% interest given by George K. Baum & Company.

**MOTION:** Mayor Wax moved to approve the Ordinance authorizing issuance, sale and delivery of up to \$3,400,000 in the aggregate principal amount of “City of Rockport, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016”; securing payment thereof by authorizing the levy of an annual *ad valorem* tax and a pledge of certain surplus revenues of the City’s waterworks and sewer system; and approving and authorizing execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto. Council Member Gurtner seconded the motion. Motion carried unanimously.

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

Rockport-Fulton Area Chamber of Commerce Board Chair Tiffanie Hoover addressed the Council. Ms. Hoover presented the Rockport-Fulton Area Chamber of Commerce Compass Report: Guidance, Promotion and Support.

Discussion was held among Council and Chamber Board Chair Ms. Hoover in regard to the quarterly report.

**18. Deliberate and act on first reading of an Ordinance amending City of Rockport Code of Ordinances Chapter 50 “Floods.”**

Public Works Director Mike Donoho stated that on November 17, 2015, in preparation for the required updated Floodplain Management Ordinance, the Council approved entering into a contract with Lockwood Andrews and Newnam, Inc. (LAN) to assist in developing higher floodplain development standards and participating in the Community Rating System (CRS).

Community Planner Kimber Clark addressed the Council. Ms. Clark stated the proposed amendments to the Ordinance incorporates Council’s input, LAN’s recommendations, and comments from a preliminary review by Federal Emergency Management Association. Ms. Clark added that the biggest change is the added 18-inch freeboard requirement throughout the Special Flood Hazard Area. Ms. Clark said she spoke with Jim Urban of Urban Engineering and he stated he had no problem with the 18-inch freeboard requirement.

Discussion was held among Council and Ms. Clark.

**MOTION:** Mayor Pro-Tem Rios moved to approve the first reading of an Ordinance amending City of Rockport Code of Ordinances Chapter 50 “Floods.” Council Member Villa seconded the motion. Motion carried unanimously.

**19. Reports from Council.**

At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas Pathways Steering Committee, Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Environmental Committee for Water Issues; 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 informed everyone that the City is scheduled to close on purchase of the windswept oaks property on Friday, January 15, 2016.

Council Member Gurtner stated she attended the Keep Aransas County Beautiful meeting. Council Member Gurtner said the first clean-up is scheduled for February 27, 2016. Council Member Gurtner added that they are looking for extra help and volunteers to serve on the board of directors.

Mayor Pro-Tem Rios stated the YMCA Development Committee had a great meeting on Monday. Mayor Pro-Tem Rios said the Committee is moving along with development of the YMCA and is working on the design. Mayor Pro-Tem Rios added that a presentation was given by Mike Mahoney, the architect working on design of the building.

### **Executive Session**

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

- 20. Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: a) Aumada, b) Templeton, c) Pena/Dack, and d) Bay Education Center.**
- 21. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**
- 22. Section 551.072 Deliberation about Real Property: Deliberate the purchase, exchange, lease, or value of real property: a) 1501 and 1505 Broadway, and b) Project Red Fish.**
- 23. Section 551.076 Deliberation Regarding Security Devices or Security Audits: Closed Meeting.**
- 24. Section 551.074 Personnel Matters: City Manager Evaluation.**
- 25. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.**

At 7:16 p.m., Mayor Wax convened the Rockport City Council into an executive session pursuant to provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.071910(A) Consultation with Attorney on pending or contemplated litigation: a) Aumada, b) Templeton, c) Pena/Dack, and d) Bay Education Center; Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter; Section 551.072 Deliberation about Real Property- Deliberate the purchase, exchange, lease, or value of real property: a) 1501 and 1505 Broadway,

and b) Project Red Fish; Section 551.076 Deliberation Regarding Security Devices or Security Audits: Closed Meeting; Section 551.074 Personnel Matters: City Manager Evaluation; and Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

**Open Session**

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

At 8:03 p.m., Mayor Wax reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any necessary actions related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

**MOTION:** Mayor Wax moved that the City Council approve the draft settlement agreement, pursuant to Federal Rules of Civil Procedure, between the City of Rockport and the plaintiff, Mr. Aumada, in the amount of \$2,000.00. Council Member Gurtner seconded the motion. Motion carried unanimously.

**27. Adjournment**

At 8:04 p.m., Council Member Villa moved to adjourn. Motion was seconded by Mayor Pro-Tem Rios and carried unanimously.

**APPROVED:**

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

**ATTEST:**

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

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, February 9, 2016**

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**AGENDA ITEM: 5**

Deliberate and act on request from the Fulton Volunteer Fire Department for temporary closure of sections of Traylor Boulevard and South Fulton Beach Road for the Oysterfest parade on March 5, 2016, and authorization to display banners across the 2400 block of Highway 35 Business and across the 1200 block of FM 3036 for the Oysterfest event.

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The Fulton Volunteer Fire Department has submitted a request for street closures for the Oysterfest parade on March 5, 2016, as well as permission to display Oysterfest banners across the 2400 block of Highway 35 Business and across the 1200 block of FM 3036 from February 15, 2016, through March 15, 2016. This request is the same as the previous year's request. See the accompanying request and maps for additional information.

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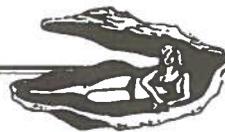
**FISCAL ANALYSIS:** N/A

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**RECOMMENDATION:** Staff recommends Council approve the request for street closures and permission to display banners, as presented.

**FULTON OYSTERFEST**

P.O. Box 393 • Fulton, TX 78358

**FULTON OYSTERFEST**  
"The Best Fest in Texas"

361-463-9955 361-729-9121(fax)

January 8, 2016

Teresa Valdez  
City Secretary  
City of Rockport  
622 East Market  
Rockport, Texas 78382

We request to be put on the agenda for the next City Council Meeting, scheduled for January 26, 2016 to request permission for street closures for the 37<sup>th</sup> Annual Fulton Oysterfest Parade.

The parade will start from Traylor Blvd., turning north onto South Fulton Beach Road and progressing all the way to the Rockport city limit where it will enter Fulton city limit and continue to the Oysterfest Fairgrounds, ending at the Chaparral Street turn.

The closures requested are the same as in previous years and are listed below:

1. Traylor Blvd., from Hwy. 35 to Fulton Beach Road, blocked for the parade line-up from 9:00 a.m. to 11:30 a.m. or until the final entry has departed.
2. Crescent St. at Traylor Blvd. blocked from 9:00 a.m. until 11:30 a.m. or until the final entry has passed.
3. Henderson at South Fulton Beach Road, starting at 10:30 a.m. until the final entry has passed.
4. Fulton Ave. at South Fulton Beach Road, starting at 10:30 a.m. until the final entry has passed.
5. We also need to block the south side of South Fulton Beach Road at Lakeview, next to Bellino's, from about 10:30 a.m. to about 12p.m. or until the end of the parade line.

We also request permission to display our Oysterfest Banner across Hwy. 35 at the Walmart crossing. I will be sending the TxDot application for this as soon as I know the date that it will be available to be hung.

I am including a copy of the Parade Application which I have sent to Police Chief Tim Jayroe.

Thank you,



Harriet Layne

Fulton Oysterfest

361-463-9955

**CITY OF ROCKPORT**  
**APPLICATION FOR PARADE PERMIT**

The undersigned; in accordance with the provisions Chapter 86 of the Code of Ordinances, City of Rockport, Texas, hereby makes application for a Parade Permit:

Applicant Name: Fulton Oyster Fest Telephone No. 361-463-9955

Applicant Address: P.O. Box 393 Fulton, Texas 78358  
(Street Address) (City/State/Zip)

If applicant is applying on behalf of a firm, corporation, association, or other entity, please attach a copy of the resolution of the governing board or body of such firm, corporation, association, or other entity indicating its sponsorship of the parade and authorizing the applicant to act in its behalf in securing a permit therefore.

This application must be accompanied by, those parades sponsored by a firm, corporation, association, or other entity, a copy of the resolution of the governing board or body of such firm, corporation, association, or other entity indicating its sponsorship of the parade and authorizing the applicant to act in its behalf in securing a permit therefore.

The name, address and telephone number of the person(s) to be responsible for:

Organizing parade: Brian Burks  
(Name) (Address) (Telephone #)

Conducting parade: Brian Burks  
(Name) (Address) (Telephone #)

Cleaning animal waste: FVFD P.O. Box 393 Fulton, TX. 78358  
(Name) (Address) (Telephone #)

Date March 5, 2016 time 8:30 a.m. proposed for commencement of the Parade and estimated duration: 4 (hrs) 30 (minutes).

State the location point for assembly of parade: Traylor Blvd. between 7th & Hwy 35

State the location for disassembly of parade: Chaparral St. Fulton, Texas

Description of the specific Parade route listing all streets to be utilized and direction of flow from the point of commencement to termination: \_\_\_\_\_

Type of Parade: Commercial \_\_\_\_\_ Non-commercial

Note: A "commercial parade" means a parade sponsored other than by a nonprofit organization, the purpose of which is to advertise a product, whether tangible or intangible, to advertise or promote an exhibition or theatrical performance or otherwise operate to the pecuniary benefit of the sponsor.

If Commercial Parade, described the product, good or service to be advertised: \_\_\_\_\_

State the estimated number of persons to participate in the parade: \_\_\_\_\_

State the estimated number of participants by category:

Vehicles 50+ Floats 30+ Motorized displays \_\_\_\_\_  
 Animals \_\_\_\_\_ Type of Animals \_\_\_\_\_  
 Marching Units 2 Bands 1 Color Guards 2  
 Drum & Bugle Segments \_\_\_\_\_ Drill Teams 2  
 Others not listed: \_\_\_\_\_

I hereby certify that all information contained in this application is true and correct under penalty of law. If further acknowledge by any signature below that I have received a copy of Code of Ordinances Chapter 86 "Streets, Sidewalks, and Other Public Places" Article V. "Parades". I understand that, pursuant to aforesaid Code of Ordinances, the Chief of Police may, in the public interest, place reasonable conditions on any such permit relating to the time, place or manner of conduct of the parade and that the permit may be suspended or revoked, among other things, for violation of such conditions.

Signed: [Signature]

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

**ACKNOWLEDGEMENT**

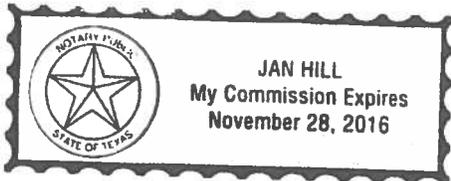
STATE OF TEXAS §

COUNTY OF ARANSAS §

BEFORE ME, the undersigned authority, on this day personally appeared Harriet Layne

\_\_\_\_\_ known to me to be the person(s) whose name is subscribed to the foregoing application, and upon oath deposes and states that all facts contained therein are true and correct.

(Seal)



[Signature]  
 Notary Public in and for the State of Texas  
 Commission Expires: 11.28.16  
 Printed Name: Jan Hill



# Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: 1-08-2016

To the Texas Department of Transportation (TxDOT)  
c/o Area Engineer Rockport Fulton, Texas

*This form must be received at least 7 days prior to proposed use on the right of way.*

Applicant Fulton Volunteer Fire Dept. proposes to place a sign within the right of way of Highway 35 Location \_\_\_\_\_ in Walmart in Aransas County, Texas.

Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed \_\_\_\_\_ feet from the roadway and will have the following characteristics:

Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Sign Dimensions (Height, Width, Length) 30 ft. long x 4 feet. high  
Sign Material Netting  
Sign Support Dimensions \_\_\_\_\_  
Sign Support Material Metal hooks & ropes on all corners  
Proposed Text 37th Annual Fulton Oysterfest March 3-6  
Background Color White Legend Color Red & Black

The right of way will be used FROM DATE 2-15-16 TO DATE 3-15-16  
(maximum of 60 days) and the nature of the event is \_\_\_\_\_

The sponsor of the event, if applicable, is Fulton Volunteer Fire Dept.

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have been implemented.

It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that it may deem necessary for the protection of the transportation facility and safety of the traveling public.

By signing below, I agree to the conditions/provisions included in this application. I am authorized to sign on the behalf of the organization holding the event.

Fulton Volunteer Fire Dept.

Applicant Harriet Layne

By Coordinator

Title \_\_\_\_\_  
Signature [Handwritten Signature]

P.O. Box 393  
Mailing Address Fulton, Texas 78358

City, 361 State Texas Zip 78358  
Area Code Telephone Number

### Supplemental Sheet

Location: Hwy 3036 (Between 12th St. & Lanfair Lane.)  
 This temporary sign will be placed \_\_\_\_\_ feet from the edge of the roadway and will have the following characteristics:  
 Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Sign Dimensions (Height, Width, Length) 30 feet long x 4 feet high  
 Sign Material Netting  
 Sign Support Dimensions \_\_\_\_\_  
 Sign Support Material Metal Hooks & Rope on all corners  
 Proposed Text 37th Annual Fulton Oysterfest March 3-6  
 Background Color White Legend Color Red & Black

Location: Hwy 35 N. (Between Mesquite & Myrtle)  
 This temporary sign will be placed \_\_\_\_\_ feet from the edge of the roadway and will have the following characteristics:  
 Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Sign Dimensions (Height, Width, Length) 30 feet long x 4 feet high  
 Sign Material Netting  
 Sign Support Dimensions \_\_\_\_\_  
 Sign Support Material Metal Hooks & Ropes on all corners  
 Proposed Text 37th Annual Fulton Oysterfest March 3-6  
 Background Color White Legend Color Red & Black

Location: \_\_\_\_\_  
 This temporary sign will be placed \_\_\_\_\_ feet from the edge of the roadway and will have the following characteristics:  
 Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Sign Dimensions (Height, Width, Length) \_\_\_\_\_  
 Sign Material \_\_\_\_\_  
 Sign Support Dimensions \_\_\_\_\_  
 Sign Support Material \_\_\_\_\_  
 Proposed Text \_\_\_\_\_  
 Background Color \_\_\_\_\_ Legend Color \_\_\_\_\_

Location: \_\_\_\_\_  
 This temporary sign will be placed \_\_\_\_\_ feet from the edge of the roadway and will have the following characteristics:  
 Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Sign Dimensions (Height, Width, Length) \_\_\_\_\_  
 Sign Material \_\_\_\_\_  
 Sign Support Dimensions \_\_\_\_\_  
 Sign Support Material \_\_\_\_\_  
 Proposed Text \_\_\_\_\_  
 Background Color \_\_\_\_\_ Legend Color \_\_\_\_\_

Location: \_\_\_\_\_  
 This temporary sign will be placed \_\_\_\_\_ feet from the edge of the roadway and will have the following characteristics:  
 Mounting Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Sign Dimensions (Height, Width, Length) \_\_\_\_\_  
 Sign Material \_\_\_\_\_  
 Sign Support Dimensions \_\_\_\_\_  
 Sign Support Material \_\_\_\_\_  
 Proposed Text \_\_\_\_\_  
 Background Color \_\_\_\_\_ Legend Color \_\_\_\_\_

### Approval

Fulton Volunteer Fire Dept.

Name of Applicant

Control Number

Section

Highway Number

County

Start Date of Agreement

Termination Date of Agreement

Signs must be constructed of heavy cardboard, plastic, fabric mesh or plywood, no thicker than ¼ inch.

An approved sign must not:

- ♦ exceed 16 square feet in placed on the roadside to inform the traveling public;
- ♦ exceed four square feet if used to guide participants in a bicycle or pedestrian event;
- ♦ extend more than three feet beyond the pavement edge if the sign is a banner; or
- ♦ imitate or resemble any official traffic sign, signal, or device.

An approved sign may not be placed:

- ♦ in a location where it may prevent the driver of a vehicle from having a clear and unobstructed view of official signs and approaching or merging traffic;
- ♦ on any highway appurtenances, including, but not limited to bridges, traffic control devices, official signs, sign supports, and light standards, poles, and delineators;
- ♦ on a tree or other natural feature;
- ♦ less than 18 ½ feet (clear) above the pavement if the sign is a banner placed over the pavement; or
- ♦ closer to the pavement edge than official highway signs, except for those signs used to guide participants in a bicycle or and pedestrian event.

TxDOT reserves the right to remove a sign if it becomes a hazard due to inclement weather, inadequate maintenance, accidental damage, or other hazardous cause. A sign approved for temporary use may not be erected more than 24 hours prior to the event. However, if the sign is a banner it may be installed no more than 30 days prior to the event.

It is understood that a sign must be removed within 24 hours of the completion of the event; except banners shall be removed within seven days of the completion of the event. A special event sign not removed within the allotted time is subject to removal by TxDOT and the applicant is liable for removal and disposal costs.

It is expressly understood that TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway. In the event the party fails to comply with any or all of the requirements as set forth herein, the approval may be revoked and TxDOT may take appropriate action.

Name of TxDOT Representative

Address

Title

Signature, TxDOT Representative

City,

State Zip

Date of Final Approval

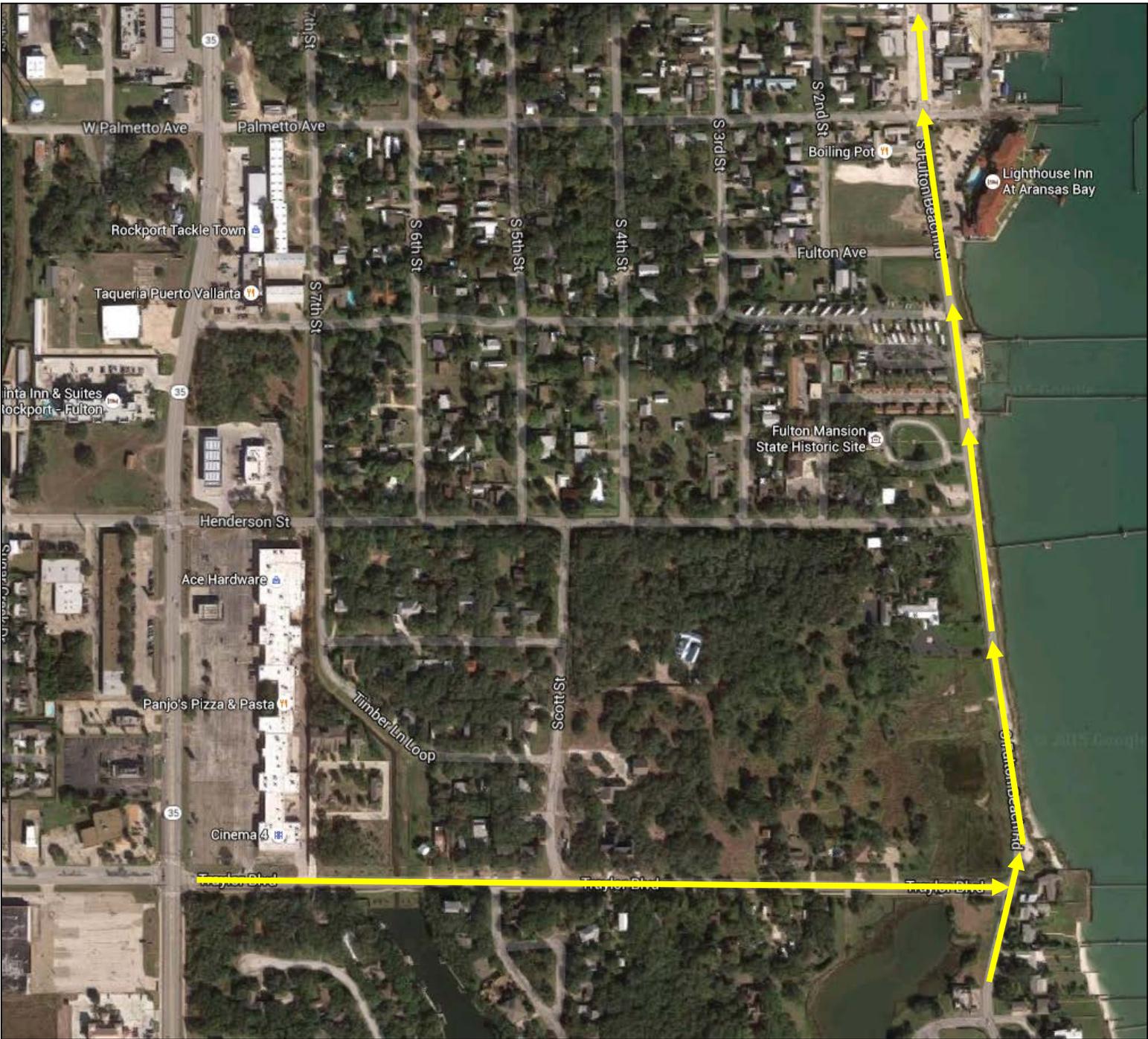
Area Code Telephone Number

# Oysterfest Banner Locations





# Oysterfest Banner Parade Route



**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM: 6**

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

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** At the Special City Council Workshop held on June 3, 2014, Sandy Jumper, Director of Tourism and Events, presented the HummerBird Committee's Fiscal Year 2014-2015 budget request to the City Council. 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 HummerBird Committee \$1,500.00 in funding.

Attached is documentation submitted by the Chamber for payment.

The City's FY 2014-2015 Budget has been closed so reimbursement will come from the FY 2015-2016 Budget.

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**FISCAL ANALYSIS:** The FY 2015-2016 budget includes \$1,500 for HummerBird and is charged to account 6602048, of which \$1,500 remains.

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**STAFF RECOMMENDATION:** Staff recommends approval of the report from HummerBird Committee for marketing expenditures made for 2015 HummerBird Celebration and authorize disbursement of \$1,500.00 from the FY 2015-2016 Hotel Occupancy Tax Fund pursuant to the contract Agreement, as presented.

<b>HOT FUNDING EXPENSE REPORT FY 2015-16</b>		
<b>Description of Expense</b>	<b>Approved Budget</b>	<b>Amount of Expense</b>
Advertising with Cornell	\$1,500.00	\$1,500,00

# 2015 HummerBird Celebration Marketing and Promotion Plan

## Newspaper

Newspaper Supplement Oct. – Pilot  
Sponsor Ad - Pilot

## Television

Ch. 3 or 6 Ad – Corpus

## Outdoor

Street Banner at Wal-Mart  
Street Banner at 3036

## Radio

### Signage

ACND Sign at Festival Grounds  
Ask Dairy Queen, Whataburger, Little Bay,  
Blue Marlin Car Wash and Walgreens to put  
up Seafair Info on marquees.

### Flyers/Posters

Deliver 100 around community  
End of the Isle display at HEB & Wal-Mart

### Web Site

Setup link from general Chamber site  
Web address on all materials

### Calendars of Events

State Calendars  
Area Chambers of Commerce  
Company Newsletters  
American Profile  
Area Newspaper Calendars  
Web Calendars

### Chamber Membership

Broadcast to membership  
Publish calendar of events in Newsletter

## Civic Club Speaker

Rotary Club  
Others?  
Business After Hours in August 27  
Announce at Chamber Luncheon Sept. 8

## Schools

Make announcements  
Posters in the Commons  
Speakers into schools

## Social Media

Facebook posts daily until the event  
Instagram before and at the event

## PR

Media appearances:  
Live Interview on KAVU Victoria TV  
Live Interview on KIXS Victoria Radio  
Live Interview on KRIS Noon Show  
Live Interview on KIII TV Corpus Ch. 3  
Morning Show  
Press Releases

- Hummers Are Coming Aug. 15
- General Press Release sent to surrounding media
- Hummer Homes “get together” photo

## **2015 Hummer/Bird Celebration**

### **6-week out**

#### **Promotion Calendar**

##### 1st Week (6<sup>th</sup> week out) – August 3, 2015

Banner up at ACND Festival Grounds  
 Press Releases sent on getting feeders out  
 Flyers to surrounding Chambers  
 Bird Clubs to receive copies of brochure and request to be put online

##### 2<sup>nd</sup> Week (5<sup>th</sup> week out) – August 10, 2015

Flyers brought to businesses around the community  
 Press Release on volunteers needed  
 Press Folders sent to major media  
 Find as many web calendars to post our information  
 Call all previous group tours to gather status  
 Call area hospital and bank “friends” groups for possible tours  
 Post on WWN

##### 3<sup>rd</sup> Week (4<sup>th</sup> week out) – August 17, 2015

Give feeders to local community leaders  
 Make announcement at City Council meetings  
 Press Release on speakers that are coming  
 Post on WWN

##### 4<sup>th</sup> Week (3<sup>th</sup> week out) – August 24, 2015

Ready all items for the newspaper supplement.  
 Place TV Ads  
 Street Banner Up  
 Setup talk show interviews with Corpus/Victoria TV stations/San Antonio  
 Post on WWN  
 Facebook Posts

##### 5<sup>th</sup> Week (2<sup>th</sup> week out) – Sept. 1, 2014

Signs up around community where possible (Marquee locations)  
 Post on WWN

##### 6<sup>th</sup> Week (Week of the event) – Sept. 7, 2014

Handle media calls as they come in.  
 Supplement appears in local newspaper.  
 Post on WWN

For the 2015 festival created a festival ad and made it part of the overall Rockport-Fulton ad campaign, with the festival ad clicking through to your HummerBird website. Your 2015 festival ad also rotated on the Festival Listing page: <http://www.allaboutbirds.org/birdfestivals>.

Cornell University Ads - These are your invoices for (Oct14 through Sep15):

**PRINT ADS, LIVING BIRD Magazine**

Summer 2015  
7/23/15  
\$799.85

**ONLINE ADS, ALL ABOUT BIRDS Website**

5/18/15  
3 months  
\$1,250

7/23/15  
3 months:  
\$1,250

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For FY15-16, we have made the following ad reservations:

**PRINT ADS, LIVING BIRD Magazine**

Winter/January 2015  
Spring/April 2015  
Summer/July 2015

**ONLINE ADS, ALL ABOUT BIRDS Website**

2 quarters @ \$1,250 each  
March through May  
June through August

For the festival, we thought placement of our festival ad on the Cornell "All About Birds" Ruby-throated Hummingbird web tab made the most sense. They receive an average of 16,856 page views per month on the Ruby-throated Hummingbird at a cost of about \$169 per month.

Here is the write up used for last year and the coming year as well:

September 15-18, 2016  
Rockport, Texas

Located on the Texas Gulf Coast and the bay of Aransas, the towns of Rockport and Fulton attract visitors for their special charm, friendly people, climate, and their wonderful birds! The HummerBird Celebration is an annual event to celebrate the spectacular fall migration of the Ruby-throated hummingbird through the area and to expand one's knowledge of all birds and associated wildlife. Enjoy field trips, boat trips, vendors, keynote speakers, programs, workshops, and banding. From the Gulf of Mexico to beaches, bays, estuaries, inland woods, prairies, and fields, one will find extraordinary birding through Aransas County with 10 birding sites on the Great Texas Birding Trail, the Aransas NWR, Goose Island State Park, Fennessey Ranch, and other locations. Contact Sandy Jumper, [tourism@1rockport.org](mailto:tourism@1rockport.org), 361-729-6445. <http://www.rockporthummingbird.com>.

Susanna V.R. Lawson  
Advertising Manager  
Cornell Lab of Ornithology  
[SVL22@cornell.edu](mailto:SVL22@cornell.edu)  
434-983-1771  
434-983-1772 (fax)

**ROCKPORT CITY COUNCIL**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM: 7**

Deliberate and act on a Resolution of the City Council of the City of Rockport ordering a General Election and establishing procedures for said election to be held on Saturday, May 7, 2016; the General Election shall be for the purpose of electing a Mayor at-large, a Council Member to represent Ward #2 and a Council Member to represent Ward #4; providing other matters relating to the General Election; and finding and determining that the meeting at which this Resolution is passed is open to the public as required by law.

*Deliberar y tomar medidas sobre la Resolución, una resolución del Ayuntamiento de la Ciudad de Rockport en la que se ordena la realización de unas Elecciones Generales y se establecen procedimientos para dichas Elecciones, que se llevarán a cabo el sábado 7 de mayo de 2016; las Elecciones Generales se realizarán con el propósito de elegir un Alcalde, un Concejal que represente el Distrito #2; y un Concejal que represente el Distrito #4; se estipulan otros asuntos relacionados con las Elecciones Generales, y se decide y determina que la reunion en la cual se aprueba la resolución estará abierta al public, como lo require la ley.*

**SUBMITTED BY:** City Secretary Teresa Valdez

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The accompanying Resolution establishes procedures for the May 7, 2016, General Election in accordance with the general laws and Constitution of the State of Texas, and the City's Home Rule Charter. The May 7, 2016, Election is called for the resident, qualified voters within the city limits of the City of Rockport to vote for Mayor, and for the resident, qualified voters of Ward #2 and Ward #4 to vote for their respective Council Member.

Debbie Kahanek has agreed to serve as Presiding Judge, and Linda Garcia will serve as Alternate Presiding Judge with up to four clerks of the election to be appointed by the Presiding Judge. The appointment is for a single election to be held on Saturday, May 7, 2016. Election officials shall be paid \$8.25 per hour with the Presiding Judge receiving an additional \$25.00 for conducting the election. The polls on Election Day shall be open from seven o'clock (7:00) a.m. to seven o'clock (7:00) p.m.

Section 10 of the Resolution requires the Mayor to set the date and time of the Official Canvass for this Election. Mayor Wax has set Tuesday, May 10, 2016, at 6:30 pm for the official canvass.

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**FISCAL ANALYSIS:** The FY 2015-2016 budget includes \$5,500 for elections and is charged to account 6072009, of which \$5,500 remains.

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

**RESOLUTION NO. 2016 - \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT ORDERING A GENERAL ELECTION AND ESTABLISHING PROCEDURES FOR SAID ELECTION TO BE HELD ON SATURDAY, MAY 7, 2016; THE GENERAL ELECTION SHALL BE FOR THE PURPOSE OF ELECTING A MAYOR AT-LARGE, A COUNCIL MEMBER TO REPRESENT WARD #2 AND A COUNCIL MEMBER TO REPRESENT WARD #4; PROVIDING OTHER MATTERS RELATING TO THE GENERAL ELECTION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, COUNTY OF ARANSAS, STATE OF TEXAS:**

In accordance with the general laws and Constitution of the State of Texas, and the Charter of the City, a General Election is hereby called and ordered for Saturday, May 7, 2016. All resident, qualified voters of the City of Rockport's Ward #2 and Ward #4 shall be permitted to vote for their representative in Ward #2 and #4, respectively, in said election. All resident, qualified voters of the City of Rockport Wards #1, #2, #3 and #4 shall be permitted to vote for Mayor.

**Section 1:** That the City Secretary of the City of Rockport is hereby directed to cause notice to be given of said elections by publication in the official newspaper of the City of Rockport, Texas in accordance State Election Code.

**Section 2:** That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file same will be Wednesday, January 20, 2016 at 8:00 a.m., with the last day for filing to be Friday, February 19, 2016, at 5:00 p.m., in accordance with Election Code Sec. 143.006 and 143.007.

**Section 3:** The order in which the names of the candidates are to be printed on the ballot for the positions of Mayor, Council Member Ward #2 and Council Member Ward #4 on said Rockport City Council shall be determined by a drawing conducted by the City Secretary as provided by Section 52.094 of the Texas Election Code on Monday, February 29, 2016 at 10:00 a.m. in the office of the City Secretary, Rockport City Hall, 622 E. Market Street, Rockport, Texas.

**Section 4:** That Rockport City Secretary Teresa Valdez is designated as the Early Voting Clerk and that City of Rockport Assistant City Secretary Ruby Beaven and Administrative Assistant Diana Leonard are designated as Deputy Early Voting Clerks. Early voting by personal appearance will be conducted each weekday at the Rockport City Hall, 622 E. Market Street, Rockport, Texas between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, April 25, 2016 and ending on Tuesday, April 29, 2016. The required two (2) days of extended early voting for the City of Rockport shall be held on the last two (2) days of Early Voting from 7:00 a.m. to 7:00 p.m. on Monday, May 2<sup>nd</sup> and Tuesday, May 3<sup>rd</sup>, 2016.

**Section 5:** That the Early Voting Clerk shall process all applications for early voting by mail. Applications for ballot by mail shall be mailed to: Teresa Valdez, Early Voting Clerk, 622 East Market Street, Rockport, TX 78382. The last day to receive an application from a voter in person for a ballot to be voted by mail is the close of business on Tuesday, April 26, 2016.

**Section 6:** That a HAVA compliant voting system approved by the Texas Secretary of State shall be used for voting during Early Voting and Election Day. Paper ballots shall be used for voting by mail. The Early Voting Ballot Board shall canvass all ballots cast in the Saturday, May 7, 2016, General Election.

**Section 7:** That Debbie Kahanek will serve as Presiding Judge, and Linda Garcia will serve as Alternate Presiding Judge, and the clerks of the election will be appointed by the Presiding Judge in a number not to exceed four (4) clerks. The appointment is for a single election to be held on Saturday, May 7, 2016.

Election officials shall be paid \$8.25 per hour with the Presiding Judge receiving an additional \$25.00 for conducting said election.

The polls at the polling place shall on said Election Day be open from seven o'clock (7:00) a.m. to seven o'clock (7:00) p.m.

**Section 8:** A committee, of the following persons, is hereby established to hold three computer accuracy tests. The first test shall be conducted at least 48 hours before the count of voted ballots. The second test shall be conducted immediately prior to the start and the third test immediately subsequent to the count of voted ballots to ascertain that the computer will accurately count the votes cast for the offices to be voted upon in said election:

- a) Debbie Kahanek, Presiding Judge;
- b) Rockport City Secretary Teresa Valdez;
- c) City of Rockport IT Manager Brian Jacobs; and
- d) Consultant – Vendor representative.

**Section 9:** Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

**Section 10:** That the City Secretary or a designated representative will provide Official Oath and Statement of Elected Officials to candidates who appear to have won, or may win on May 10, 2016 at 6:30 p.m. Rockport Mayor Charles J. Wax has set Tuesday, May 10, 2016 at 6:30 p.m. as the date of Official Canvass. The City Secretary is directed to record results in Election Register as soon as practicable after the Canvass.

**Section 11:** The Rockport City Secretary is directed to report early votes cast for each candidate or measure, by election precinct, to the Texas Secretary of State no later than Monday, June 6, 2016.

**Section 12:** Said election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

**Section 13:** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

**Section 14:** 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 that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED** by the Rockport City Council, County of Aransas, State of Texas, on this 26<sup>th</sup> day of January 2016.

**CITY OF ROCKPORT, TEXAS**

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Charles J. Wax, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**RESOLUCIÓN N.º 2016-**

**UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE ROCKPORT EN LA QUE SE ORDENA LA REALIZACIÓN DE UNAS ELECCIONES GENERALES Y SE ESTABLECEN PROCEDIMIENTOS PARA DICHAS ELECCIONES, QUE SE LLEVARÁN A CABO EL SÁBADO, 7 DE MAYO DE 2016; LAS ELECCIONES GENERALES SE REALIZARÁN CON EL PROPÓSITO DE ELEGIR UN ALCALDE, UN CONCEJAL QUE REPRESENTA EL DISTRITO #2 Y UN CONCEJAL QUE REPRESENTA EL DISTRITO #4; SE ESTIPULAN OTROS ASUNTOS RELACIONADOS CON LAS ELECCIONES GENERALES, Y SE DECIDE Y DETERMINA QUE LA REUNIÓN EN LA CUAL SE APRUEBA LA RESOLUCIÓN ESTARÁ ABIERTA AL PÚBLICO, COMO LO REQUIERE LA LEY.**

**EL AYUNTAMIENTO DE LA CIUDAD DE ROCKPORT, CONDADO DE ARANSAS, ESTADO DE TEXAS, RESUELVE QUE:**

De acuerdo con las leyes generales y la Constitución del Estado de Texas, y con el Fuero de la Ciudad, se convoca a Elecciones Generales por medio de la presente y se ordena llevarlas a cabo el sábado 7 de mayo de 2016. Todos los votantes residentes de los Distritos #2 y #4 de la Ciudad de Rockport, que reúnan los requisitos, tendrán permiso para votar en dichas elecciones por su representante en el Distrito #2 y en el Distrito #4, respectivamente. Todos los votantes residentes de los Distritos #1, #2, #3 y #4 de la Ciudad de Rockport, que reúnan los requisitos, tendrán permiso para votar por Alcalde.

**Sección 1:** Por la presente se le ordena a la Secretaria Municipal de la Ciudad de Rockport notificar sobre dichas elecciones por medio de una publicación en el periódico oficial de la Ciudad de Rockport, Texas, de acuerdo con el Código Electoral Estatal.

**Sección 2:** Las solicitudes para poner el nombre de un candidato en la papeleta de votación no pueden presentarse con más de treinta (30) días de anticipación de la fecha límite prescrita por el Código Electoral para presentar solicitudes a la Secretaria. La primera fecha en que un candidato puede presentar dichas solicitudes será el Miércoles, 20 de enero 2015 a las 8:00 a.m.; y el último día para presentar las solicitudes será el Viernes, 19 de febrero 2016 a las 5:00 p.m., de acuerdo con el Código Electoral, Sec. 143.006 y 143.007.

**Sección 3:** El orden en el cual se imprimirán los nombres de los candidatos en la papeleta de votación para los cargos de Alcalde, Concejal del Distrito #2 y Concejal del Distrito #4 en dicho Ayuntamiento de la Ciudad de Rockport se determinará por medio de un sorteo realizado por la Secretaria Municipal, como lo estipula la Sección 52.094 del Código Electoral de Texas, el Lunes, 29 de febrero 2016 a las 10:00 a.m. en la Oficina de la Secretaria Municipal, Ayuntamiento de la Ciudad de Rockport, 622 E. Market Street, Rockport, Texas.

**Sección 4:** Eso Rockport Secretaría del Ayuntamiento Teresa Valdez, queda designada como Secretaria de Votación Anticipada; la Asistente de la Secretaría Municipal de la Ciudad de Rockport, Ruby Beaven, y la Asistente Administrativa, Diana Leonard, son designadas como

Subsecretarías de Votación Anticipada. La votación anticipada en persona se llevará a cabo cada día de la semana en el Ayuntamiento de la Ciudad de Rockport, 622 E. Market Street, Rockport, Texas, entre las 8:00 a.m. y las 5:00 p.m., empezando el lunes, 25 de abril de 2016 y finalizando el martes, 29 de abril de 2016. Los dos (2) días requeridos de votación anticipada extendida para la Ciudad de Rockport serán los últimos dos (2) días de votación anticipada, El lunes, 2 Mayo, martes, 3 Mayo, 2016, de las 7:00 a.m. a las 7:00 p.m.

**Sección 5:** La Secretaria de Votación Anticipada tramitará todas las solicitudes para votación anticipada por correo. Las solicitudes para votar por correo deben enviarse por correo a: Teresa Valdez, Early Voting Clerk, 622 East Market Street, Rockport, TX 78382. El último día para recibir en persona la solicitud de un votante para votar por correo es el martes 26 de abril, 2016, a la hora del cierre de oficinas.

**Sección 6:** Se usará un sistema de votación compatible con la Ley para Ayudar a América a Votar (HAVA, por sus siglas en inglés), aprobado por el Secretario de Estado de Texas, durante la Votación Anticipada y el Día de Elecciones. Las papeletas de votación se usarán para votar por correo. La Junta de Votación Anticipada escrutará todos los votos sufragados en las Elecciones Generales del sábado 7 de mayo de 2016.

**Sección 7:** Debbie Kahanek servirá como Jueza Presidenta, y Linda Garcia servirá como Jueza Presidenta Suplente, y las secretarías de las elecciones serán nombradas por la Jueza Presidenta, sin exceder más de cuatro (4) secretarías. El nombramiento es para que se realicen unas solas elecciones el sábado 7 de mayo de 2016.

Los funcionarios de las elecciones recibirán un pago de \$8.25 por hora, y la Jueza Presidente recibirá \$25.00 adicionales por realizar dichas elecciones.

Las urnas en el sitio de votación durante el Día de Elecciones permanecerán abiertas desde las siete en punto (7:00) a.m. hasta las siete en punto (7:00) p.m.

**Sección 8:** Por la presente se establece un comité, constituido por las siguientes personas, con el fin de realizar tres pruebas de exactitud de la computadora. La primera prueba se llevará a cabo por lo menos 48 horas antes del conteo de los votos sufragados. La segunda prueba se realizará inmediatamente antes del comienzo del conteo, y la tercera prueba se hará inmediatamente después del conteo de los votos sufragados, con el fin de determinar que la computadora contará con exactitud los votos sufragados para la elección de los funcionarios por los cuales se votará en dichas elecciones:

- a) Debbie Kahanek, Magistrado presidente
- b) Secretaria Municipal, Teresa Valdez;
- c) Gerente de IT de la Ciudad de Rockport, Brian Jacobs; y
- d) Asesor – Representante del proveedor.

**Sección 9:** Se hará una notificación de estas elecciones de acuerdo con las disposiciones del Código Electoral de Texas, y los resultados de tal notificación se informarán como se estipula en dicho Código. El Alcalde expedirá todas las órdenes necesarias y los mandatos judiciales para dichas elecciones, y los resultados de tales elecciones se informarán a la Secretaria Municipal

inmediatamente después del cierre de las urnas. Además, los materiales de las elecciones, como se explica en la Sección 272.005 del Código Electoral de Texas, se imprimirán tanto en inglés como en español para usarlos en los sitios de votación y durante la votación anticipada de dichas elecciones.

**Sección 10:** La Secretaria Municipal, o un representante designado, proporcionará el 10 de mayo, 2016 a las 6:30 de la tarde. un Juramento Oficial y una Declaración de Funcionarios Electos a los candidatos que parecen haber ganado o que puedan ganar. El Alcalde Charles J. Wax ha establecido que la fecha del escrutinio oficial será el Martes, 10 de mayo, 2016 a las 6:30 p.m. en la fecha. La Secretaria Municipal tiene la orden de registrar los resultados en el Registro Electoral, tan pronto como sea posible después del escrutinio.

**Sección 11:** La Secretaria Municipal tiene la orden de informar al Secretario de Estado de Texas, a más tardar el lunes, 6 de junio, 2016., el resultado del escrutinio de los votos sufragados en la votación anticipada por cada candidato o disposición, por distrito electoral.

**Sección 12:** Dichas elecciones se realizarán de acuerdo con el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965, y sus enmiendas.

**Sección 13:** Si alguna parte, sección, subsección, párrafo, oración, cláusula o frase contenida en esta resolución es considerada inconstitucional, nula o sin validez, dicha consideración no afectará la validez de la porción restante de esta resolución, sino que en todos los aspectos dicha porción restante permanecerá en completa vigencia y efecto.

**Sección 14:** Por la presente se decide y se determina oficialmente que la reunión en la cual se aprueba esta resolución está abierta al público, como lo requiere la ley, y que se hizo una notificación pública de la hora, lugar y propósito de dicha reunión, como es requerido.

**APROBADA** por el Ayuntamiento de la Ciudad de Rockport, Condado de Aransas, Estado de Texas, el 26 de 2016 Enero.

**CIUDAD DE ROCKPORT, TEXAS**

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Charles J. Wax, Alcalde

**ATESTIGUA:**

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Teresa Valdez, Secretaria Municipal

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM: 8**

Deliberate and act on proposal to replace audio and visual equipment in the Public Safety Center Emergency Operations Center.

**SUBMITTED BY:** IT Director Brian Jacobs

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The Emergency Operations Center (EOC) at the Public Safety Center currently uses four projectors to display presentations, videos, and other information. In 2015, the City replaced two projectors on the Sheriff's Office side of the EOC that had not been operational for a couple of years with similar, but used, projectors. Collin Jackson, Aransas County IT Director, has worked with Whitlock (a video collaboration company) to develop a scope of work, using State DIR pricing, to replace the existing audiovisual equipment in the EOC.

According to Mr. Jackson, some of the reasons the upgrade is needed include:

1. The current projectors do not support the interfaces that most new laptops and computers have; finding adapters or having them readily available for people is cumbersome.
2. It is not easy to quickly get a presentation onto all screens, or specific screens, we currently cannot really mix and match the inputs with the screens. So we have a very limited ability to designate screens for specific inputs based on the needs of the activities in the rooms. For example, in active EOC sessions, we have a screen for the weather, a screen for dispatch, a screen for WebEOC activity, and a screen for outside camera feeds/etc. All of this is controlled through a master switch remote, making it one touch capable for setting the room up for a variety of activities.
3. The screens are larger and the projectors are much newer so the pictures will be cleaner and readable from anywhere in the room.

In addition to EOC operations, the EOC is also used by PD and SO throughout the year for training and other presentations.

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**FISCAL ANALYSIS:** Total project cost is \$52,852.48, which would be split evenly between the City and Aransas County (i.e. \$26,426.24 each). This is an unbudgeted expense and would have to come from fund balance, reducing it by slightly more than one day.

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**RECOMMENDATION:** No recommendation at this time pending further discussion.



## Statement of Work

EOC Tech Refresh -43488

Prepared For:

Aransas County



Submitted to:

Collin Jackson  
Director of IT

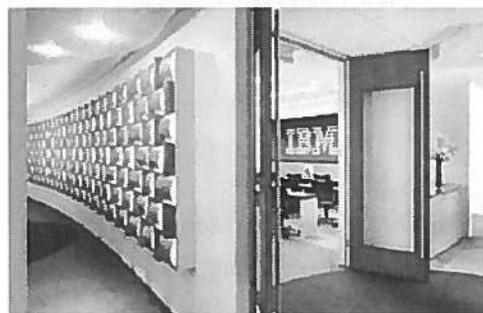
[cjackson@aransascounty.org](mailto:cjackson@aransascounty.org)

Submitted by:

Elissa Fox  
Account Executive  
Whitlock/Austin

Date:

12/9/2015



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## 1. Overview

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

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

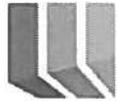
Whitlock helps Customers create engaging, interactive environments, including:

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



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

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



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

### **Display Systems**

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

Provide Low Voltage Control for two Da-Lite Screens. Customer is responsible to have electrician wire the High Voltage 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.

Optional – Provide and install (4) 110” diagonal screens to replace current screens

### **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**

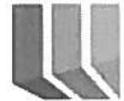
Whitlock will utilize OFE audio amplifier/mixer and speakers. As security plate will be put over the amplifier as all volume controls will be via the touch panel. Integrate OFE wireless microphone. NOTE: The OFE wireless specified is a single output receiver and can only be used for one side of the divisible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

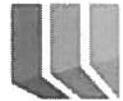
### **Project Management**

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.

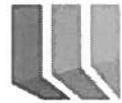
The following will be designated as milestones for the project schedule:

- 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

### **Technology Adoption Services (TAS)**

Whitlock's Technology Adoption Services (TAS) department is designed to ensure that the desired customer experience from your investment in technology is delivered. We assist in raising technology adoption and enhancing the end user experience. We recognize that investing in technology adoption at project turnover stage creates a better support environment.

#### **On-Site Training:**

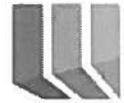
A Whitlock representative will provide hands-on training of how to use the system at the completion of the installation. This is typically provided on-site, unless specifically excluded for remote sites. This training is based upon the requirements identified during the design phase and can include both technical and administrative level training, depending upon the customer's ongoing support personnel.

Whitlock personnel will train the Owner's personnel in the proper setup and operation of the system.

Training is offered for two groups of participants; Users and Technical Support Staff.

- User training is provided for the individuals who will be using the audio/video systems as a presenter or trainer. The emphasis in this training is how to actually use the room systems and is therefore fairly high-level training.
- Technical support staff training is provided for the individuals in your organization who are charged with the control, support and maintenance of the systems that we install. The emphasis in this training is to provide a working understanding of the signal flow through the systems, advanced operations and support of users, basic troubleshooting steps for common problems. Training includes basic maintenance tasks such as lamp replacement, filter replacement, consumable replacement, and the use of monitoring software (such as AMX RMS or Crestron Fusion RV) if it is installed as part of this project.

#### **User Training Manuals**



- This basic manual describes the features and functions of the systems in detail and includes user instructions, pictures of equipment and touch panel interfaces, which highlight functions of various buttons and controls. Basic troubleshooting and maintenance procedures are included, along with steps for contacting Whitlock for managed services support. This documentation will be provided in an electronic format.

### **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.

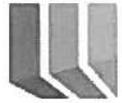
### **Manufacturer's Warranty**

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.

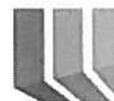
## Site Conditions

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

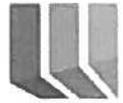
- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure. All equipment delivered 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



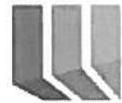
outstanding issues, deliverables, or punch list items related to this Scope of Work that may exist. Customer shall provide a written acknowledgement of Whitlock's completion of the Scope of Work by having an authorized representative sign and return the acceptance document. Whitlock will proactively 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**

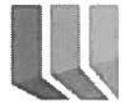
Upon approval of credit, Customer will remit an initial deposit of 25% of the above total at the time of execution of this contract. Thereafter, Whitlock will submit a monthly invoice on or about the 5th of each month showing all equipment delivered and services rendered during the preceding month. The 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 Aransas County, I accept this proposal dated 12/9/2015 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**

**11100 Metric Blvd, Suite 200E**

**Austin, TX 78758**

*CUSTOMER ACCEPTANCE*

*WHITLOCK ACCEPTANCE*

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CONFIDENTIAL PROPOSAL

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

Name		Date	12/9/2015
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 -	Deposit required plus monthly invoicing
City, State, Zip	Rockport, TX 78382	Pricing is based on payment via check, ACH or wire transfer	
Phone	361-790-8987	Quote ID	43488
Fax		Account Executive	Elissa Fox (AUS)
Cell		Account Executive Cell Phone	512-354-2827
E-Mail	cjackson@aransascounty.org	Account Executive E-Mail	foxe@whitlock.com
		System Designer	Jeff Theisen

**EOC** Qty of Rooms: 1

Item	Qty	Manufacturer	Part Number	Description	Price	Total
------	-----	--------------	-------------	-------------	-------	-------

### Display Systems

					-	-
	4	NEC	NP-M402H	Professional 4000 Lumen 1080P projectors with DLP	1,680.00	6,720.00
	4	Chief Manufacturing	RPAU	Universal Ceiling Projector Mount	146.06	584.24
					-	-
	4	OFE Screens		We will adjust the limits for 16:9	-	-
	2	Da-Lite	40973	Single Motor Low Voltage Control	193.50	387.00
<b>Display Systems Total</b>						<b>7,691.24</b>

### Routing & Switching Systems

					-	-
	2	Crestron	DMPS3-300-C	3-Series DigitalMedia Presentation System 300	5,250.00	10,500.00
					-	-
	4	Crestron	DM-RMC-Scaler-C	DigitalMedia 8G+™ Receiver & Room Controller w/Scaler	875.00	3,500.00
	4	Crestron	DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+™ Transmitter 200, White Textured	875.00	3,500.00
	2	Crestron	PW-4818DU	90W PoD< Power Pack for DMPS	156.25	312.50
<b>Routing &amp; Switching Systems Total</b>						<b>17,812.50</b>

### Sources

					-	-
	2	Onkyo	BD-SP809	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	442.36	884.72
					-	-
	2	OFE VCR			-	-
<b>Sources Total</b>						<b>884.72</b>

### Audio Systems

					-	-
	1	Shure	SLX124/85/SM58	Combo Wireless System - SM58 handheld and bodypack with Lavalier. NOTE: only one transmitter may be used at a time.	790.00	790.00
					-	-
	1	OFE WIRELESS			-	-
	2	OFE AMPLIFIER			-	-
	0	OFE SPEAKERS			-	-
	2	Middle Atlantic	SECL-3	Security Cover 3RU Hinged Plexi	46.78	93.56
<b>Audio Systems Total</b>						<b>883.56</b>

### Remote Control Systems

					-	-
	2	Crestron	TSW-550-B-S	5" Touch Screen, Black Smooth	812.50	1,625.00
	2	Crestron	TSW-550-TTK-B-S	Tabletop Kit for TSW-550 & TSW-552, Black Smooth	93.75	187.50
<b>Remote Control Systems Total</b>						<b>1,812.50</b>

### Equipment Racks & Furniture

					-	-
	1	OFE RACK			-	-
<b>Equipment Racks &amp; Furniture Total</b>						<b>-</b>

**Total Listed Equipment** **29,084.52**



**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>	12.9.15
<b>Company</b>	Aransas County	<b>Valid Period</b>	Sixty (60) days
<b>Address 1</b>	301 N. Live Oak Street	<b>Freight Terms</b>	FOB Dest., Ppd & Allow
<b>Address 2</b>		<b>Payment Terms - Pricing is based on payment via check, ACH or wire transfer</b>	Deposit required plus monthly invoicing
<b>City, State, Zip</b>	Rockport, TX 78382	<b>Quote ID</b>	43488
<b>Phone</b>	361-790-8987	<b>Account Executive</b>	Elissa Fox (AUS)
<b>Fax</b>		<b>Account Executive Cell Phone</b>	512-354-2827
<b>Cell</b>		<b>Account Executive E-Mail</b>	foxe@whitlock.com
<b>E-Mail</b>	cjackson@aransascounty.org	<b>System Designer</b>	Jeff Theisen
		<b>Whitlock DIR Contract</b>	<b>DIR-SDD-2023</b>

**Project**      **Emergency Operation Center - Tech Refresh**

Quantity	Room Type	Cost Per	Extension
<b>EOC</b>			
1	Equipment	29,084.52	29,084.52
1	Cable, Connectors & Misc Integration Hardware	2,029.43	2,029.43
1	Integration Labor	14,655.00	14,655.00
1	Project Travel, Transportation, & Freight Charges	7,083.53	7,083.53
	<b>Subtotal</b>	<b>52,852.48</b>	<b>52,852.48</b>

**Projection Screens**

1	Equipment	4,397.60	4,397.60
1	Cable, Connectors & Misc Integration Hardware	674.19	674.19
1	Integration Labor	3,175.00	3,175.00
1	Project Travel, Transportation, & Freight Charges	2,217.94	2,217.94
	<b>Subtotal</b>	<b>10,464.73</b>	<b>10,464.73</b>

<b>Total Listed Equipment</b>	<b>33,482.12</b>
<b>Cable, Connectors, &amp; Miscellaneous Integration Hardware</b>	<b>2,703.62</b>
<b>Integration Labor Services</b>	<b>17,830.00</b>
<b>Technology Adoption Services</b>	<b>0.00</b>
<b>Project Travel, Transportation, &amp; Freight Charges</b>	<b>9,301.47</b>
<b>Total Integrated System (Pre-Tax)</b>	<b>63,317.21</b>
<b>Warranty/Priority Service Plan (Year One)</b>	<b>-</b>
<b>Estimated Sales Taxes (If Applicable)</b>	<b>-</b>
<b>Total Integrated System (Inclusive of Taxes)</b>	<b>63,317.21</b>



Item	Qty	Manufacturer	Part Number	Description	Price	Total
				<b>Cable, Connectors, &amp; Miscellaneous Integration Hardware</b>		<b>2,029.43</b>
				<b>Integration Labor Services</b>		<b>14,655.00</b>
				<b>Project Travel, Transportation, &amp; Freight Charges</b>		<b>7,083.53</b>
				<b>Sub Total</b>		<b>52,852.48</b>
				<b>Qty of rooms</b>		<b>1</b>
				<b>Total Integrated System (Pre-Tax)</b>		<b>52,852.48</b>
				<b>Estimated Sales Taxes (If Applicable)</b>		<b>-</b>
				<b>Total Integrated System (Inclusive of Taxes)</b>		<b>52,852.48</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	12/19/2015
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 -	Deposit required plus monthly invoicing
City, State, Zip	Rockport, TX 78382	Pricing is based on payment via check, ACH or wire transfer	
Phone	361-790-8987	Quote ID	43488
Fax		Account Executive	Elissa Fox (AUS)
Cell		Account Executive Cell Phone	512-354-2827
E-Mail	cjackson@aransascounty.org	Account Executive E-Mail	foxe@whitlock.com
		System Designer	Jeff Theisen

Projection Screens Qty of Rooms: 1

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

	4	Draper, Inc.	108400J	Silhouette/E.110",HDTV,XT1000E,w/LVC White Case	1,099.40	4,397.60
				NOTE: 120V connection will need to be performed by an Electrician. Customer is responsible for coordinating the work.	-	-

<b>Display Systems Total</b>						4,397.60
<b>Total Listed Equipment</b>						4,397.60
<b>Cable, Connectors, &amp; Miscellaneous Integration Hardware</b>						674.19
<b>Integration Labor Services</b>						3,175.00
<b>Project Travel, Transportation, &amp; Freight Charges</b>						2,217.94
<b>Sub Total</b>						10,464.73
<b>Qty of rooms</b>						1
<b>Total Integrated System (Pre-Tax)</b>						10,464.73
<b>Estimated Sales Taxes (If Applicable)</b>						-
<b>Total Integrated System (Inclusive of Taxes)</b>						10,464.73

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM: 9**

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

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

**APPROVED FOR AGENDA:** PKC

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

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

Highlights of the revisions compared to the existing ordinance include:

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

Highlights of revisions compared to the first reading of the ordinance on January 12, 2016 include:

- Revision or removal of any unnecessary language in Definitions, as recommended by FEMA and City Engineer.
- Removal of dates for Storm Drainage Master Plan and Storm Drainage Design Manual, as recommended by the City Engineer.

There were only the following few minor modifications from first reading:

1. **Sec. 50-1** – Addition of the City’s statutory authority for mitigating flood losses, as required by FEMA.
2. **Sec. 50-2 and Sec. 50-3** – Removed date on Storm Drainage Master Plan & Design Manual, as recommended by the City Engineer.
3. **Sec. 50-26** – Definitions, as recommended by FEMA and City Engineer:
  - a. -Appurtenant Structure: Changed to TWDB Template language.
  - b. -Elevated Building: Changed to TWDB Template language.
  - c. -Residential Structure: Removed, because not in TWDB Template.

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

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**FISCAL ANALYSIS:** The proposed changes to the flood ordinance will count towards the City's Community Rating System (CRS) score. A preliminary review of CRS criteria shows that Rockport's CRS rating should be a Class 7 or possibly Class 6, resulting in an insurance premium discount for citizens of 15 percent (approximately \$64,673) or 20 percent (approximately \$86,230), respectively.

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**RECOMMENDATION:** Staff recommends Council approve on second and final reading of the ordinance amending the City of Rockport Code of Ordinances Chapter 50 "FLOODS", as presented.

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

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

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

**SECTION 1. CHAPTER 50 AMENDMENT**

**ARTICLE I. IN GENERAL**

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

Stormwater can cause severe injury and property damage. The adoption of a comprehensive policy, which incorporates a master drainage plan with specific designs relating to the problems associated with stormwater in the city is intended to reduce the risk of injury and property damage, but such policy cannot prevent these occurrences. In addition, the Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses

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

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

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

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

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

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

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

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

**Secs. 50-5—50-25. Reserved.**

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

**DIVISION 1. GENERALLY**

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

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

**Appurtenant Structure, also referred to as an accessory building, means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

*Existing construction, for the purposes of determining rates*, means structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for

FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district.
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior.
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior in states without approved programs.

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

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

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

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

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

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

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

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

*Recreational vehicle* means a vehicle which is:

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

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

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

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

*Start of construction* (for other than new construction or substantial improvements under the Coastal Barrier Resources Act [P.L. 97-348]), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

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

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

*Substantial improvement* means any reconstruction, rehabilitation, addition or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to ensure safe living conditions; or
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

*Variance* means a grant of relief to a person from the requirements of ~~this article~~ **Section 60.6 of the National Flood Insurance Program regulations** when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article.

*Violation* means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance as required is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the ~~National Geodetic Vertical Datum (NGVD) of 1929~~ **North American Vertical Datum (NAVD) of 1988** (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

**Sec. 50-27. Lands to which this article applies.**

This article shall apply to all areas of special flood hazard within the jurisdiction of the city.

**Sec. 50-28. Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency in a **the current** scientific and engineering report entitled "The Flood Insurance Study (**FIS**) for **Aransas County, Texas and Incorporated Areas**, ~~the City of Rockport,~~" dated **February 17, 2016** ~~March 4, 1985~~, with accompanying **Flood Insurance Rate Maps (FIRM), dated February 17, 2016**, and flood boundary floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

**Sec. 50-29. Establishment of development permit.**

A development permit shall be required to ensure conformance with the provisions of this article.

**Sec. 50-30. Compliance.**

After July 1, 1990, ~~n~~**No** structure or land shall be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

**Sec. 50-31. Abrogation and greater restrictions.**

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another provision conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**Sec. 50-32. Interpretation.**

In the interpretation and application of this article, all provisions shall be considered as minimum requirements; liberally construed in favor of the governing body; and deemed neither to limit nor repeal any other powers granted under state statutes.

**Sec. 50-33. Warning and disclaimer of liability.**

(a) The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages.

(b) This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

 **Sec. 50-34. Penalty.**

Any person who violates any provision of this article shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in [section 1-7\(a\)](#). The city may also direct the city attorney to bring a civil action in a court of competent jurisdiction to enforce the provisions of this article.

**Secs. 50-35—50-45. Reserved.**

## **DIVISION 2. FINDINGS OF FACT; PURPOSE; METHODS**

**Sec. 50-46. Findings of fact.**

(a) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

**Sec. 50-47. Statement of purpose.**

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health.
- (2) Minimize expenditure of public money for costly flood control projects.
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) Minimize prolonged business interruptions.

- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains.
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas.
- (7) Ensure that potential buyers are notified that property is in a flood area.

**Sec. 50-48. Methods of reducing flood losses.**

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers, which are involved in the accommodation of floodwaters.
- (4) Control filling, grading, dredging and other development which may increase flood damage.
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

**Secs. 50-49—50-60. Reserved.**

**DIVISION 3. ADMINISTRATION**

**Sec. 50-61. Designation of floodplain administrator.**

**The city manager, or the city manager's designee, is appointed the floodplain administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance – National Flood Insurance Program Regulations) pertaining to floodplain management. The floodplain administrator is to be assisted by the building inspector with knowledge of construction practices and representing developmental services.**

~~The floodplain administrator shall be the designated authority charged with the administration and enforcement of this article.~~

**Sec. 50-62. Duties, responsibilities of administrator.**

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (2) Review permit applications to determine whether proposed building sites, **including the placement of manufactured homes**, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by this article.
- (4) Review permits for proposed development to ensure that all necessary permits have been obtained from those federal, state or local governmental agencies **including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334** from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the **State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ)**, ~~state water commission~~ prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) **Assure** ~~Ensure~~ that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with [section 50-28](#), the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of [division 4](#) of this article.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

**(10) The Floodplain Administrator, or his duly authorized representative, may enter any building, structure or premise to perform any duties imposed upon him by these regulations.**

**(11) The Floodplain Administrator may revoke a permit issued under the provisions of this regulation if there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.**

**Sec. 50-63. Permit procedures.**

(a) Application for a development permit shall be presented to the floodplain administrator on forms furnished by him and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, **including the placement of manufactured homes**, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation, in relation to mean sea level, of the lowest floor (including basement) of all new and substantially improved structures.
- (2) Elevation, in relation to mean sea level, to which any non-residential structure shall be flood-proofed.
- (3) A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood-proofing criteria of [section 50-77\(2\)](#).
- (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

**(5) Issuance of a development permit does not relieve the applicant of the responsibility of obtaining other required federal, state or local permits.**

**(6)**(5) Maintain a record of all such information in accordance with [section 50-62\(1\)](#).

(b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

- (1) The danger to life and property due to flooding or erosion damage.
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (3) The danger that materials may be swept onto other lands to the injury of others.

- (4) The compatibility of the proposed use with existing and anticipated development.
- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems.
- (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (8) The necessity to the facility of a waterfront location, where applicable.
- (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (10) The relationship of the proposed use to the comprehensive plan for that area.

**Sec. 50-64. Variance procedures.**

- (a) The city council shall hear and render judgment on requests for variances from the requirements of this article.
- (b) The city council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person aggrieved by the decision of the city council may appeal such decision in a court of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (e) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in [section 50-63\(b\)](#) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the city council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article ([section 50-47](#)).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon showing a good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant; and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the lowest floor elevation.

(j) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in subsections (a) through (i) of this section are met, and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

**Secs. 50-65—50-75. Reserved.**

#### **DIVISION 4. FLOOD HAZARD REDUCTION**

**Sec. 50-76. General standards for all areas of special flood hazard.**

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as **to be eighteen (18") inches above the base flood elevation or,** prevent water from entering or accumulating within the components during conditions of flooding.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters.
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

#### **Sec. 50-77. Specific standards for certain areas.**

In all areas of special flood hazard where base flood elevation data has been provided as set forth in [section 50-28](#), [section 50-62\(8\)](#) or [section 50-78\(c\)](#), the following provisions are required:

- (1) *Residential construction.* New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated ~~to or above~~ **a minimum of eighteen (18") inches above** the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in [section 50-63\(a\)\(1\)](#), is satisfied.
- (2) *Non-residential construction.* New construction or substantial improvements of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated ~~to or above~~ **a minimum of eighteen (18") inches above** the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this

article. A record of such certification which includes the specific elevation in relation to mean sea level, to which such structures are flood-proofed shall be maintained by the floodplain administrator.

(3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings **on separate walls** having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) *Manufactured homes.*

- a. Require that all manufactured homes to be placed within zone A **on a community's FIRM** shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH and AE, **V1-30, VE and/or V** on the community's FIRM on sites: outside of a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated ~~to or above~~ **a minimum of eighteen (18") inches above** the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- c. Require that manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this subsection be elevated so that either:

1. The lowest floor of the manufactured home ~~is to or above~~ **a minimum of eighteen (18") inches above** the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(5) *Recreational vehicles.*

- a. Require that recreational vehicles placed on sites within zones A1-30, AH and AE on the community's FIRM either:
  1. Be on the site for fewer than 180 consecutive days;
  2. Be fully licensed and ready for highway use; or
  3. Meet the permit requirements of subsection (1) of this section and the elevation and anchoring requirements for manufactured homes in subsection (4)a of this section.
- b. Require that recreational vehicles placed on sites within zones V1-30, V or VE on the community's FIRM either:
  1. Be on the site for fewer than 180 consecutive days;
  2. Be fully licensed and ready for highway use; or
  3. Meet the requirements of subsections (1) and (4)c of this section.
- c. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- d. All recreational vehicles shall be capable of evacuation under its own power or if dependent on external power, the vehicle proposed for external power shall be in running condition.**
- e. Egress of recreational vehicles shall not be prevented by stored or fixed items such as stairs, porches, store rooms, etc.**
- f. Recreational vehicles stored on a homeowner's lot where the home is the primary residence are exempt from the 180 day permit regulations, subject to other ordinances or restrictions. These recreational vehicles must be unoccupied, not connected to neither water nor wastewater services, have a**

**current motor vehicle license and inspection sticker and be capable of highway use.**

**Sec. 50-78. Standards for subdivision proposals.**

- (a) All subdivision proposals including manufactured home parks and subdivisions shall be consistent with [sections 50-46](#) through [50-48](#)
- (b) All proposals for the development of subdivisions including manufactured home parks and subdivisions shall meet development permit requirements of [sections 50-29](#) and [50-63](#), and the provisions of this division.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed developments including manufactured home parks and subdivisions which are greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to [sections 50-28](#) or [50-62](#)(8).
- (d) All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage to reduce exposure to flood hazards.
- (e) All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

**Sec. 50-79. Standards for areas of shallow flooding (AO/AH zones).**

Located within the areas of special flood hazard established in [section 50-28](#), are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions shall apply:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated **a minimum of eighteen (18") inches above base flood elevation or a minimum of eighteen (18") inches** above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least ~~two feet~~ **42 inches** if no depth number is specified).
- (2) All new construction and substantial improvements of non-residential structures shall:
  - a. Have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least ~~two feet~~ **42 inches** if no depth is specified); or

b. Together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standards of this section, as proposed in [section 50-63](#)(a)(1), are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

#### **Sec. 50-80. Standards for coastal high hazard areas.**

Located within the areas of special flood hazard established in [section 50-28](#) are areas designated as coastal high hazard areas (zones V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this article, the following provisions shall also apply:

(1) Obtain the elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The floodplain administrator shall maintain a record of all such information.

(2) All new construction shall be located landward of the reach of mean high tide.

(3) All new construction and substantial improvements, **including manufactured homes,** shall be elevated on pilings and columns so that:

a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated **a minimum of eighteen (18") inches above** ~~to or above~~ the base flood level.

b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

c. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsection (3)a. and b. of this section.

(4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
- b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

(5) **If breakaway walls are used,** such enclosed space shall be usable solely for parking of vehicles, building access or storage. **Such spaces shall not be used for human habitation.**

(6) Prohibit the use of fill for structural support of buildings.

(7) Prohibit manmade alteration of sand dunes and mangrove stands which would increase potential flood damage.

## **SECTION 2. REPEALER**

Any previously adopted ordinances, and any subsequent amendments to them, which are in conflict with this Ordinance, are all hereby repealed.

## **SECTION 3. SEVERABILITY**

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.

**SECTION 4. EFFECTIVE DATE**

This ordinance shall become effective immediately upon adoption by second reading and final reading.

**APPROVED** on first reading this the 12<sup>th</sup> day of January 2016.

**CITY OF ROCKPORT, TEXAS**

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Charles J. Wax, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**APPROVED, PASSED and ADOPTED** on second and final reading, this the 26<sup>th</sup> day of January 2016.

**CITY OF ROCKPORT, TEXAS**

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Charles J. Wax, Mayor

**ATTEST:**

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Teresa Valdez, City Secretary

**CITY COUNCIL AGENDA**  
**Regular Meeting: Tuesday, January 26, 2016**

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**AGENDA ITEM: 10**

Deliberate and act on a Resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP), to negotiate an electric supply agreement, authorizing TCAP to act as agent on behalf of the City to enter into a contract for electricity, and authorizing the Mayor or City Manager to negotiate and execute all necessary documents.

**SUBMITTED BY:** City Manager Kevin Carruth

**APPROVED FOR AGENDA:** PKC

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**BACKGROUND:** The City is a charter member of the Texas Coalition for Affordable Power (formerly South Texas Aggregation Project) and has purchased our electricity through them for many years. Our existing electrical supply agreement expires at the end of 2017 and the process for securing pricing and an agreement for the 2018-2022 period begins with the proposed resolution authorizing TCAP to act as agent on behalf of the City to enter into a contract for electricity. Because TCAP must execute an agreement with a producer within 24 hours of the decision to lock in a price, two people (the Mayor and City Manager, as proposed) must be authorized to execute the City's agreement in case one is not available within that timeframe.

Please see the accompanying materials for a detailed explanation of the issue, options, and process.

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**FISCAL ANALYSIS:** Staff recommends Option A as the best balance of savings and stability. Option A is estimated to save the City approximately \$175,000 over our current rate.

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**RECOMMENDATION:** Staff recommends Council approve the Resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP), to negotiate an electric supply agreement, authorizing TCAP to act as agent on behalf of the City to enter into a contract for electricity, and authorizing the Mayor or City Manager to negotiate and execute all necessary documents, as presented.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE MAYOR OR CITY MANAGER TO NEGOTIATE AND EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP**

1. **WHEREAS**, the City of Rockport, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2. **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3. **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4. **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity

prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

5. **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contact for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1, so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. **WHEREAS**, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. **WHEREAS**, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for

the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

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

**Section 1:**

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

**Section 2:**

The City prefers to participate in supply Option 2 with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

**Section 3:**

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, either one of the following individuals are hereby authorized to negotiate and execute an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: Mayor or City Manager.

**Section 4:**

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

**Section 5:**

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PRESENTED AND PASSED** on this the 26th day of January, 2016, by a vote of \_\_\_\_\_  
\_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of Rockport, Texas.

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

ATTEST:

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

## **Model Staff Report to Support Resolution Authorizing TCAP to Procure Electricity for 2018-2022**

This resolution is designed to support the second of several opportunities for TCAP members to contract for electricity for the post-2017 time period. If interested in contracting for a five-year term (2018-2022) during 2016, the authorizing resolution must be passed by the governing body of the interested TCAP member by February 25, 2016. The deadline will allow definition of the load to be served under each of three different electric supply options, which must be at least a minimum of 50 megawatts. Also, the deadline will give the wholesale provider ample opportunity to lock a fixed-price, equal to or less than a specific benchmark for each ERCOT zone, before June 30, 2016. When that supply scenario is locked, each member that passed the authorizing resolution must immediately sign a contract for that power. Please Note: The draft resolution is in Word and blanks must be filled in to identify the member, the preferred supply option and several individuals by name or position who will sign the contract when the appropriate price point is reached.

### **Explanation of Whereas Clauses:**

#### **What is TCAP?**

As reflected in the fourth and seventh Whereas clauses, TCAP is a non-profit, political subdivision corporation, owned and controlled by its 171 political subdivision members, the vast majority of whom are cities. TCAP was formed in 2011 from the merger of Cities Aggregation Power Project (“CAPP”) and South Texas Aggregation Project (“STAP”), both of which were created in 2001, shortly before retail deregulation became effective on January 1, 2002. TCAP is governed by a 15 member board of directors, all of whom must be city employees or elected city officials. Typically, board members have been mayors, city managers, assistant city managers, finance directors or city attorneys.

#### **Market Benefits of TCAP**

An individual city, citizen or commercial customer can only purchase power directly from a Retail Electric Provider (“REP”) which under Texas law exists to give the impression of a competitive market. REPs cannot generate electricity, nor can they own wires. REPs are unnecessary middlemen between the wholesale and retail markets. As reflected in the second and fourth Whereas clauses, TCAP, as a political subdivision corporation, uniquely can go directly to the wholesale market. CAPP and STAP, prior to their merger into TCAP, separated contracts between a wholesale supplier and an independent REP, providing TCAP consultants with greater insight into the margins of various market participants than would be possible for most consumers. A broker or a REP would hand a form contract to an individual consumer. In the case of TCAP, no form contract is acceptable and, because of the size of TCAP’s load, both wholesale suppliers and REPs are willing to negotiate contract terms that are beneficial to TCAP members, enabling the refunds members have consistently received, special terms for adds and deletes, including an ability to add new loads at current market prices even if the market price is lower than the price of the master agreement.

## **TCAP's benefits regarding pricing**

TCAP's membership consumes approximately 1.4 billion kWh annually which amounts to approximately \$100 million in revenue for the wholesale provider at current contract prices. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment. As reflected in the third Whereas clause, in addition to the size of its load, TCAP derives benefit from geographic diversity. TCAP members reside in all four ERCOT zones and are spread between the entire length and breadth of Texas, from Wichita Falls to Harlingen and Fort Stockton to Palestine. Since consumption is influenced by weather and since weather conditions are seldom the same across all of Texas, it is unlikely that all TCAP members are reaching peak consumption simultaneously. If the peaks of all TCAP members were totaled, the sum would equal 313.1 MW. But a wholesale supplier looks at the peak consumption of TCAP as an aggregated load rather than the sum of the peaks of all members. TCAP's peak demand is 246.9 MW. That reduction in peak is a specific and unique benefit of aggregation. And unlike other aggregation groups that accept counties and school districts as members, TCAP has focused its membership on cities and other political subdivisions that have a relationship with cities to maintain the very favorable load factor of cities with high off peak consumption from street lights which provides favorable pricing terms.

## **History of CAPP, STAP, TCAP pricing**

As reflected in the fifth and eighth Whereas clauses, aggregated cities have historically been interested in flat, fixed-price, full-requirements contracts and price stability. The resolution under consideration maintains that goal for a five-year period at a price much lower than the current contract price. In 2002, CAPP and STAP were able to obtain prices for energy at 4 cents per kWh. Very quickly after retail deregulation was implemented, natural gas prices started to rise, and they continued on an upward trend until late 2008. In late 2008, CAPP cities were paying approximately 13.5 cents per kWh. Fear that natural gas price volatility would continue to result in high electricity rates, CAPP cities were excited to lock-in long term rates beginning in 2009 that were significantly lower than prices experienced in the 2007-2008 time frame. STAP cities experienced their highest rate in 2006 at slightly more than 9 cents per kWh. STAP cities saw prices drop to around 7.8 cents per kWh in 2008 and were happy to find a contract that would stabilize prices in the 7 to 8 cent range for an extended period. When CAPP and STAP members signed new contracts in late 2008, no one could have predicted that the economy was about to enter a multi-year recession and that fracking would bring a glut of natural gas to a market with reduced demand, putting natural gas and electricity prices into a downward trend. Fortunately, gas prices have continued to drop and now TCAP members have an opportunity to again capture rates in the range of, and hopefully below, 4 cents per kWh.

## **Contract Requirements**

As explained in the tenth Whereas clause, there is no legal requirement that a city engage in a competitive bidding process prior to contracting for electricity. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser sign a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any given price quote for wholesale electricity during a given period will remain open for more than a day. As

explained in the ninth Whereas clause, TCAP members are expected to immediately execute a contract once TCAP's supplier is able to lock in a price at or below the benchmark prices specified in the resolutions for a five-year period commencing January 1, 2018. That is why Section 2 of the resolution requires the naming of specific individuals with whom TCAP can correspond and provide a contract for signing when appropriate.

### **Resolution's Objective**

As explained in the eleventh thru fourteenth Whereas clauses, after the size of the load for the 2015 contract opportunity is defined by February 25, 2016, TCAP's supplier will look for an opportunity to lock prices for the five-year term at or below specified benchmarks (4.1 – 4.25 cents per kWh). That may happen by the second week of March, but if it appears that prices are trending downward, TCAP will direct its designated supplier, NextEra, to daily monitor the market to hopefully capture a price under lower than benchmarked prices. The window of opportunity for capturing a reasonable price at or below the benchmarks will expire by June 30, 2016. TCAP will develop another supply opportunity in the Fall of 2016 for any members not contracting in this offering.

### **TCAP benefits to the consuming public**

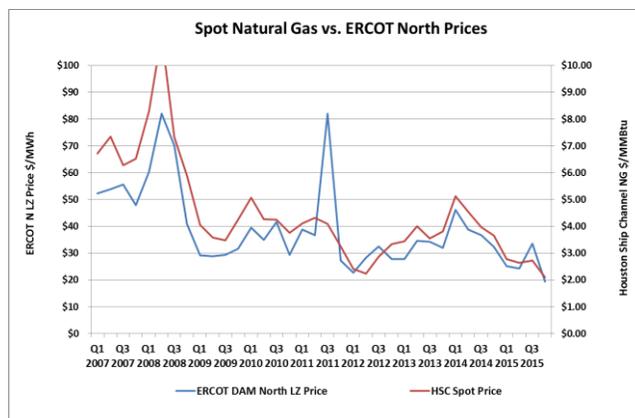
Whereas clause six references TCAP becoming a forceful voice for consumer protections and market reform to benefit the public as well as political subdivisions. When CAPP and STAP merged in 2011, one of the guiding principles established in meetings with members and through subsequent board priority-setting meetings was that TCAP should advocate for reforms in the market that would enhance competition and benefit the general public. TCAP has become the closest thing to a consumer advocate that exists in the deregulated marketplace on both the wholesale and retail sides of the business. TCAP membership not only provides political subdivisions with resources to monitor markets, capture reasonable prices and best available terms, stabilize budgets, address problems with invoices and help with governmental reports, provide best of class portals to understand consumption patterns, membership also affords an opportunity to represent to constituents that they have an advocate on their behalf.

### **CHOICE OF SUPPLY OPTION**

Whereas Clause 13 identifies three different supply options that TCAP has arranged as choices for each member. Option 1 is a fixed price for all consumption regardless of time of day. The price will not exceed 4.1 cents per kWh in the North and West ERCOT zones. It will not exceed 4.25 cents per kWh in the Houston and South zones. The actual price is likely to be less than the benchmark prices. The prices will become effective January 1, 2018. Given that these prices are to be locked in 2016 and will not expire until December 31, 2022, they are reflective of the lowest prices for electricity experienced since the retail market was deregulated January 1, 2002. Generally speaking, there ought to be an expectation that the price of energy will climb marginally for each year of the contract term beyond two years. The possibility of locking-in energy prices at or below 4 cents per kWh for a period that terminates in seven years is truly remarkable based upon the history of deregulation.

In the Spring of 2015, TCAP consultants received indicative fixed-prices around 4.5 cents per kWh. They then developed two supply options to the fixed price full requirements contract that offered attractive savings opportunities. Both Options 2 and 3 have variable components related to the energy spot market. While the average spot price in the past three years has been \$32.14/Mwh (2013), \$38.50/Mwh (2014), \$25.53/Mwh (2015), respectively, it is important to note that spot market prices can change every 15 minutes, therefore it is impossible to provide members a precise price for Options 2 and 3. While they provide an opportunity for savings off of the benchmarked prices for Option 1, savings cannot be guaranteed, and thus Option 2 and 3 involve risk to that does not exist with Option 1. A TCAP member that is completely risk adverse should select Option 1.

Option 2 fixes a price for the peak usage period and then turns to the spot market for all off-peak usage. When TCAP was developing these products in 2014, there was a large enough gap between fixed price options and spot prices that this option looked very attractive. Now, with market prices at historic recent term lows, both spot prices and fixed prices have fallen and their price differential has shrunk to the point that future savings from the spot market may not be as great as the risk of future price increases. The following graph shows how low current spot market prices have gone.



Option 2 was developed with the anticipation that spot prices during the off peak period would be in the range of \$10/MWh to \$40/MWh (\$0.01-\$0.04/kWh) over time for spot purchases. Our latest quotes for fully fixed priced products (Option 1) includes off peak pricing fixed at under \$20/MWh. These low Option 1 fixed prices for off peak usage may make it harder for future off peak spot prices to create additional savings under Option 2 over time even though the customer will be incurring market price risk.

Option 3 begins with the purchase of a block of power to cover the base use of all members who commit to this option. Block power, since it is a firm commitment 24 hours a day, is the cheapest form of energy available in the wholesale market. Daytime peak consumption will be partly covered by a fixed price for solar power with all other consumption supplied by the spot market.

In considering Option 2, TCAP consultants would tell you that with current prices about a half cent less than the price that existed when Option 2 was conceptualized last Spring, it will be difficult for Option 2 to generate savings sufficient to justify its selection. Option 3 with its

majority reliance on the cheapest form of energy has a greater probability than Option 2 of producing savings over Option 1. But again, with such low Option 1 fixed priced products now available to TCAP members, and since there are no guarantees that Options 2 or 3, which utilize spot market pricing, will remain as attractive as they were even a few months ago.

### **EXPLANATION OF “BE IT RESOLVED” SECTIONS**

- Section 1.** Authorizes TCAP to submit the members load, along with the load of other authorizing members, to be aggregated into a pool by TCAP’s wholesale supplier for a contract commencing January 1, 2018 and terminating December 31, 2022 with the understanding that the fixed, full-requirements price under Option 1 must not exceed 4.1 cents per kWh in the North and West zones and must not exceed 4.25 cents in the Houston and South zones.
- Section 2.** Sets conditions precedent that the aggregated load exceed 50 MW, that the resolution be passed before February 25, 2016, and that NextEra has until June 3, 2016 to lock in a fixed price for the aggregated load that does not exceed benchmark prices. It also requires the designation of a specific individual, by name or title, who are authorized to sign a contract within 24 hours of submittal, assuming the conditions have been met.
- Section 3.** Consistent with the last two Whereas clauses, this section commits the member to budget for and approve funds necessary to pay for the member’s proportionate share of the aggregated load that TCAP commits to with NextEra. TCAP will contract with NextEra based upon representations of authorizing members, each of whom will be provided with a Commercial Electric Service Agreement (“CESA”) with GEXA, the current REP, that extends current retail service terms with the lower wholesale price arranged with NextEra for the 2018-2020 time period.
- Section 4.** In order for TCAP to be informed of the passage of the resolution so that the member’s load can be aggregated by NextEra, this section specifies that a copy of the resolution should be sent to TCAP’s Executive Director and General Counsel.

# History of Pricing

## Electric Power Procurement Options

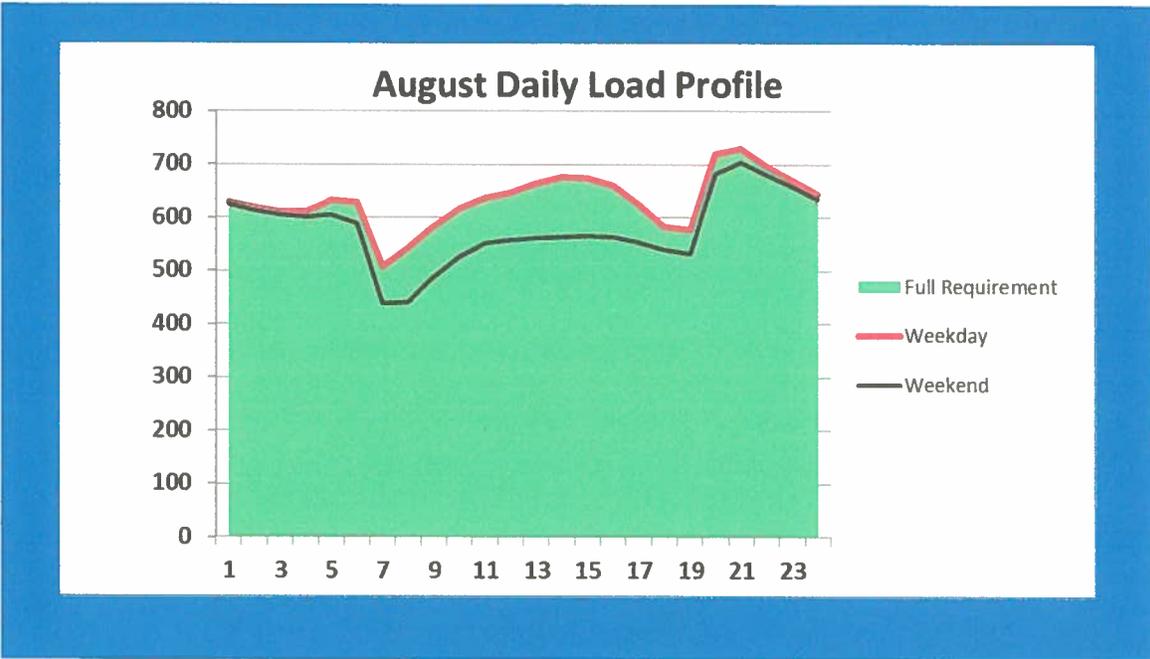
Zone	2002	2003	2004	2005 Jan-Jun	2005 Jul-Dec	2006 Jan-Jun	2006 Jul-Dec	2007	2008 Jan-Jun	2008 Jul-Sep	2008 Oct-Dec	2009	2010	2011 Jan-Jun	2011 Jul-2013	2014- 2017
CAPP North	0.040	0.0432	0.0494	0.06838	0.06605	0.11860	0.07752	0.08132	0.08571	0.10855	0.13589	0.06974	0.07708	0.07895	0.06884	0.07445
CAPP Houston	0.040	0.0432	0.0494	0.06838	0.06605	0.11860	0.07752	0.08132	0.08571	0.10855	0.13589	0.07451	0.08243	0.08447	0.07435	0.07768
CAPP West	0.040	0.0432	0.0494	0.06838	0.06605	0.11860	0.07752	0.08132	0.08571	0.10855	0.13589	0.05257	0.05781	0.05914	0.05705	0.06372
STAP South	0.037	0.0406	0.0479	0.06310	0.06224	0.09081	0.08100	0.07845	0.07759	0.07759	0.07759	0.07109	0.07854	0.08044	0.07032	0.07485

# City of Rockport

Current Contract Structure  
Full Requirements

2013 Usage	
4,627,820 kWh	
Future Indicative Price	Future Annual Energy Cost
\$0.0395 /kWh	<b>\$182,938</b>
Future Indicative Price for Rockport Isolated	<b>\$184,328</b>
\$0.0398 /kWh	Savings vs Current Contract
	<b>(\$163,454)</b>

Electric Power Procurement Options: South Zone



Option A	Average Price	Average Price
	\$0.0373 /kWh	\$0.0377 /kWh
Option B	Savings	Savings
	<b>(\$10,539)</b>	<b>(\$8,662)</b>



## Electricity Power Procurement Option:

# South Zone

Presented by TCAP Service Team  
Geoffrey Gay Legal Counsel, Bill Starnes Power Procurement Consultant  
Caitlin Bowdish Billing Consultant

## South Zone Management Team,

1

As an integral part of the Texas Coalition for Affordable Power and its predecessor organizations, South Zone members have long recognized the benefit of pooling electricity buying clout with those of other local governments. Through its association with TCAP, the South Zone has enjoyed years of beneficial pricing and contract terms. But the state's deregulated energy market is becoming more mature, more competitive — and that means TCAP must work harder than ever to meet your needs. In that spirit, we offer these exciting new options for future service.

TCAP greatly appreciates the leadership and loyalty of the South Zone, and we look forward to continuing our partnership for years to come.

Thank you.

TCAP's Board of Directors

Electric Power Procurement Options: **South Zone**

### About TCAP

TCAP pools the energy buying needs of over 160 political subdivisions

We work to stabilize budgets and save money for local governments

We are constantly looking for new opportunities to save our members money

We advocate changes to make competition work

We exist to create an ever-expanding, united front when contracting for energy

We protect ratepayer interests at ERCOT, the PUC and the Legislature

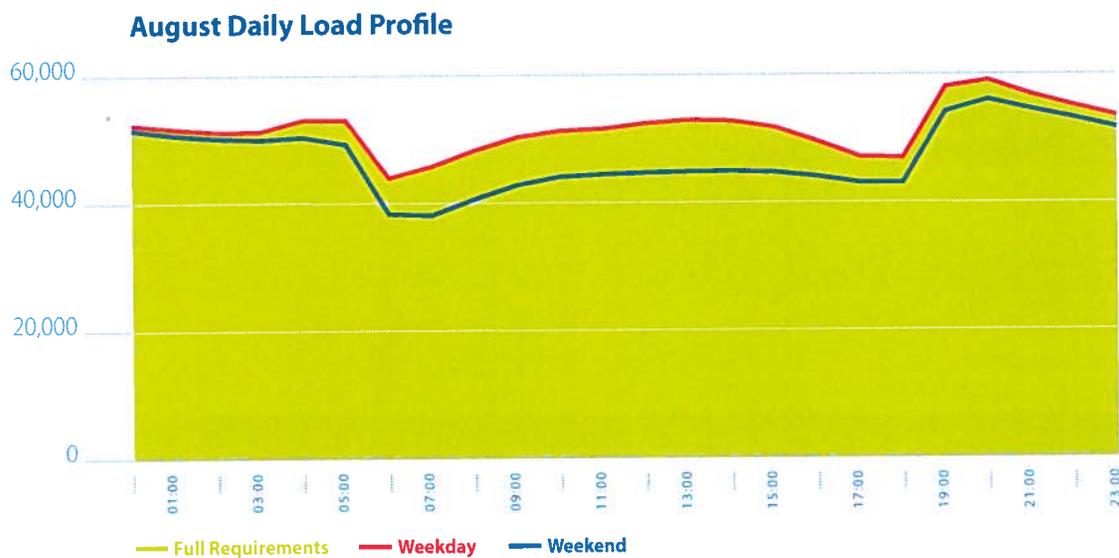
We bring contract clout (1.4 billion kWh annual consumption) to the market

We provide "on-call" consultants to assist members with any energy related issues they encounter, typically at no cost



## 2

## Current Contract Structure Full Requirements



This graph depicts the current TCAP supply arrangement. All energy is served at a single price. This means that all potential price risk is borne by the seller. As such, there is a premium added to the price of energy under this arrangement to cover this price risk. This approach has been popular in the past due to the fact that the price of energy was known in advance, making budgeting and planning very easy. But there are often cheaper options.

The prices illustrated in this document are energy prices only, and should be used to vet TCAP's services against any competition to gain a true apples-to-apples comparison. In order to estimate the entire cost of electricity for your city, you would need to add TDSP charges which averaged \$0.0413/kWh in 2013, as well Texas gross receipts tax and PUC assessment which would be approximately 2.1637% of both energy and TDSP charges, and net congestion costs plus TCAP fees which averaged \$0.0002/kWh in 2014.

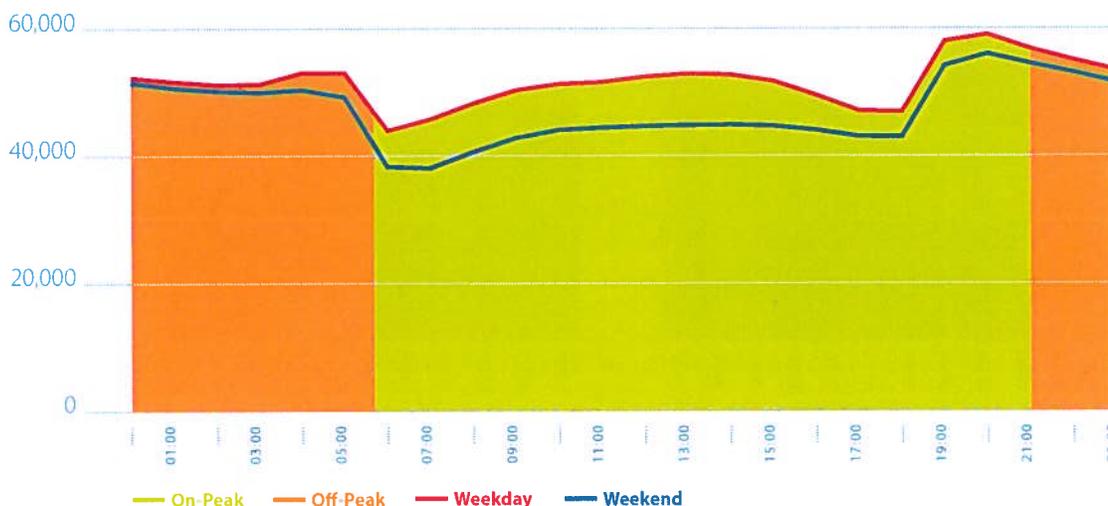
# Option A On-Peak Fixed + Off-Peak Spot

3

Electric Power Procurement Options: South Zone

Monthly Price Range	Average	\$0.0373 / kWh	Future Annual Energy Cost	Expected	<b>\$14,624,633</b>
	High	\$0.0392 / kWh		Versus Full Requirements	(\$892,402)
	Low	\$0.0359 / kWh		Spot Market Contingency Cases:	Prices 50% Higher (\$892,402)

August Daily Load Profile



In this mix, all energy purchased during on-peak hours (ending 07:00-22:00) is served at a single price. During off-peak hours, when prices are typically lower, we can often save money by procuring energy from the spot energy market. However, blending the fixed on-peak price with variable off-peak pricing will create some monthly variability. This variability, however, should not typically be very extreme.

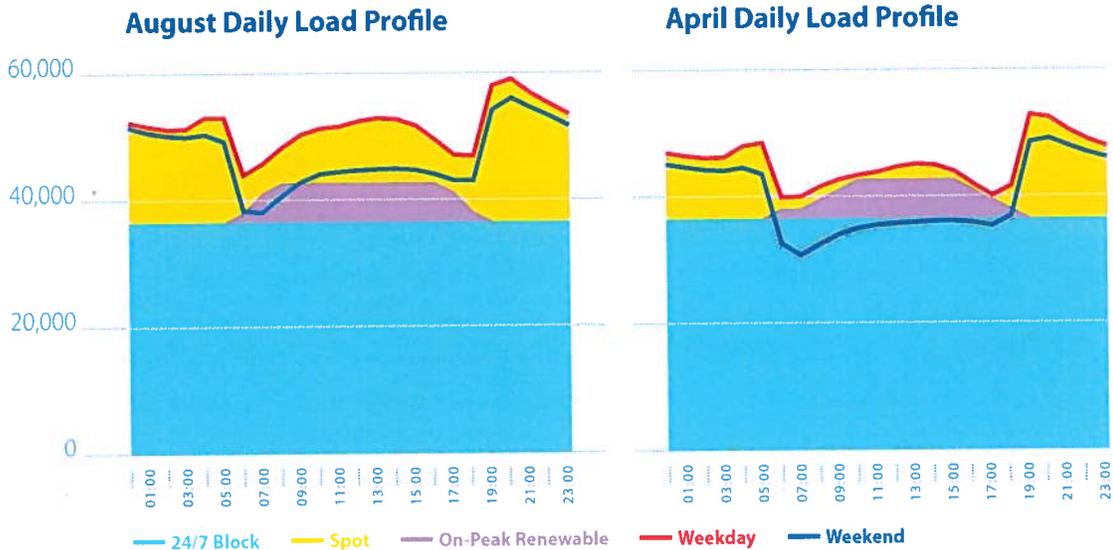
\* Price/kWh and total annual costs are estimates only, and are used for illustration purposes. Price/kWh based on 2013 actual consumption.



4

Option B 24/7 Fixed Price + Solar Renewable + Spot

Monthly Price Range	Average	\$0.0377 / kWh	Future Annual Energy Cost	Expected	<b>\$14,783,852</b>
	High	\$0.0399 / kWh		Versus Full Requirements	(\$733,182)
	Low	\$0.0362 / kWh		Spot Market Contingency Cases:	Prices 50% Higher (\$1,464,283)



This illustration depicts a portfolio of various energy sources. Some of the cheapest fixed price energy in the market is called block energy, which is purchased at a constant rate around the clock. Block energy is procured cheapest in large quantities, so it's vital to aggregate purchases. Added to this mix is a small amount of solar energy (10% of your peak demand). Finally, spot energy is procured to fill in the remaining gaps.

Block energy and solar are assumed to be fixed price products, where spot is likely variable by hour. Cheap fixed price energy procured around the clock can provide member savings while reducing some of the off-peak spot price volatility exposure. In return, some on-peak spot price exposure may be created. The goal is to find the combination that provides meaningful savings with minimal risk.

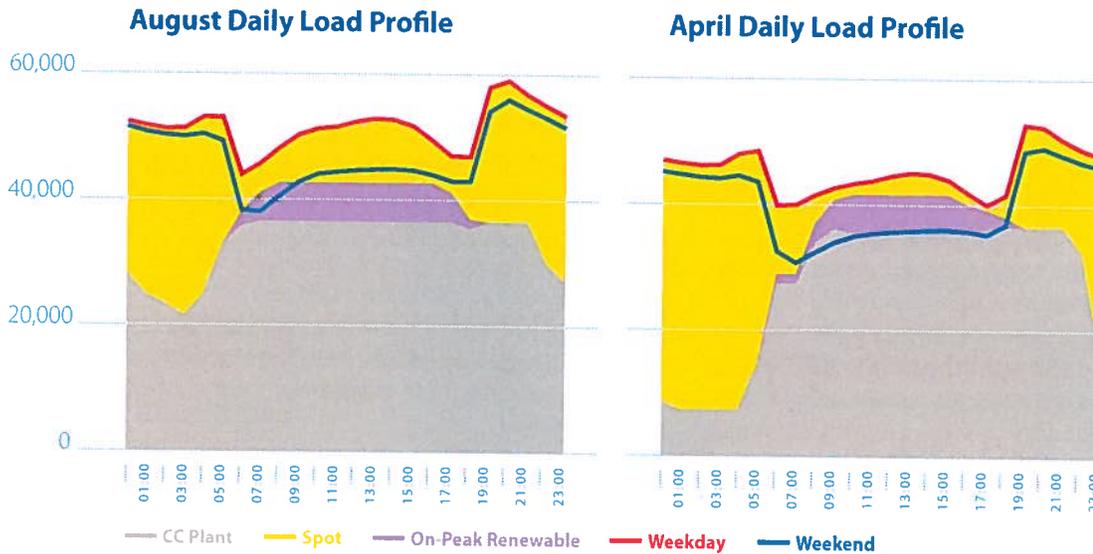
\* Price/kWh and total annual costs are estimates only, and are used for illustration purposes. Price/kWh based on 2013 actual consumption.

# Option C Combined Cycle Plant + Solar Renewable + Spot

5

Electric Power Procurement Options: South Zone

Monthly Price Range	Average	\$0.0422 / kWh	Future Annual Energy Cost	Expected	<b>\$16,549,685</b>	
	High	\$0.0451 / kWh		Versus Full Requirements	\$1,032,650	
	Low	\$0.0386 / kWh		Spot Market Contingency Cases:	Prices 50% Higher	\$5,492,696



This illustration also depicts various energy sources. In this example block energy purchases are replaced with an output contract from a new combined cycle plant. Note the combined cycle plant will not be able to run constantly and at times will not be able to economically dispatch into the market. Thus, a combined cycle plant will not be supplied as block energy. However, as with block energy, this type of energy is usually only procured in large blocks, so it's necessary to aggregate with other block energy users.

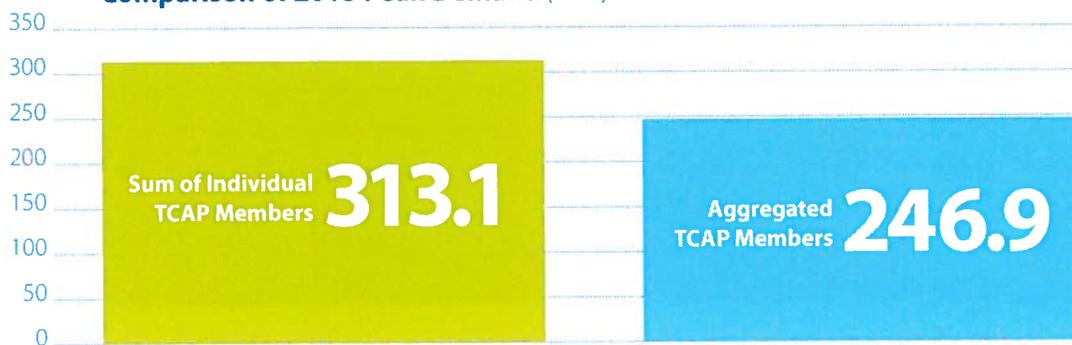
Added to the supply mix is solar energy (again, 10% of your peak demand). Finally, spot energy is procured to fill in the remaining gaps. A combined cycle plant contract price will probably have both fixed price and variable price components. Other aspects of this option are similar to the block energy example, but with more spot market exposure at times.



## 6 Benefits of Aggregation

When TCAP members are viewed individually, their entire combined peak is over 310 MW. However, when combined together as a single load, the peak is under 247 MW. That is more than a 20% reduction in peak load, which is an overall better load factor that suppliers find attractive.

### Comparison of 2013 Peak Demand (MW)



### ERCOT vs. TCAP Daily Load

When looking at the load profile of your organization, it may seem counter intuitive to see a higher peak during the night time hours, and a lower peak just after morning and just before night. However, it is accurate and is a great benefit to TCAP members in respect to buying on the spot market. As the rest of the ERCOT zone is ramping its use down, lowering the spot market price, your organization is ramping up usage, allowing us to offset other sources of electricity by procuring at lower prices on the spot market.

### Average August Day Load—ERCOT vs. TCAP (Hourly Demand % of Average)



It's vital that you understand these dynamics and the unique advantages of your load, and that suppliers know you know. That way, when we negotiate with those suppliers, your unique advantages will be reflected in pricing.

## Demand Response: Four Coincident Peak (4CP)

7

In May 2014, the TCAP board of directors approved a pilot demand reduction program that could significantly reduce members electric bills. A 4CP\* Program was identified by our consultants to offer the greatest potential for savings. By reducing consumption during these short peak-demand periods, our members can realize significant savings on transmission costs for participating accounts during the following calendar year.

### Our Test Members

We worked with our wholesaler, NextEra, to implement the program, which began with five members: Abilene, Arlington, Grand Prairie, Sugar Land and the West Central Texas Municipal Water District. Each member selected the one electric power account that could save the most money while also having the operating flexibility to reduce consumption.

During the program, the five participating members were given daily notices in the morning indicating whether there was a potential for a 4CP event that day. If a 4CP event was imminent, the members were given another notice in the early afternoon. The participating members would then arrange to reduce consumption by either using supplemental generation (onsite generators usually dedicated to emergency pumping) or shifting their pumping to times outside the peak periods.

### Does it Work?

Preliminary estimates of the program's success revealed **average annual savings of \$12,120** per account, with a high savings associated with one account of almost \$30,000.

### What's Next?

In our test cases, the program was a success. If desired, we will begin working with you to implement the 4CP program in your city.

\* The Electric Reliability Council of Texas identifies for each of four summer months (June, July, August and September) the 15-minute interval in which system-wide electricity consumption peaks to its highest level. Transmission costs are then allocated to individual system users based on their share of consumption during each of those four periods. The transmission and distribution system providers (e.g. Oncor, AEP, CenterPoint, TNMP) also use the 4CP approach as a basis to charge large IDR metered customers for their transmission costs during the next calendar year.



## 8 Options Timeline

Looking forward through this entire process, below is a timeline that illustrates our desired approach to selecting and implementing these new contract structures for TCAP members.

