
CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, June 28, 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. Presentation of Police Department Award.
4. Citizens to be heard.

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

Consent Agenda

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

5. Deliberate and act on approval of Council Regular Meeting Minutes of June 14, 2016.
6. Deliberate and act on request for use of the Festival Grounds and closure of certain sections of S. Ann Street, E. Market Street, and S. Magnolia Street, for the Seafair parade; closure of Laurel Street from Business 35 to Seabreeze for Seafair Festival; and approval for temporary signage at various locations for the Seafair Festival and HummerBird Celebration, including a street banner at the Walmart entryway on Highway 35N. and various off-street directional signs.
7. Deliberate and act on 3rd quarter hotel occupancy tax report from the Rockport-Fulton Chamber of Commerce Fiscal Year 2015-2016 marketing expenditures.

Regular Agenda

8. Hear and deliberate on presentation of Rockport-Fulton Chamber of Commerce Guiding Lighthouse Report.
9. Deliberate and act on future level of service for sanitation collection.
10. ***Tabled June 14, 2016*** - Deliberate and act on interlocal agreements with Aransas County and/or the Town of Fulton for the following services:
 - a. Animal Control
 - b. Aquatic Center
 - c. Dispatching Services
 - d. Jail Services

- e. Juvenile Case Manager
- f. Restaurant Health Inspections
- g. Roads and Drainage
- h. Septic Systems

11. Deliberate and act on awarding bid for Bayshore Drive emergency shoreline repair project.
12. Deliberate and act to approve an expenditure of not to exceed \$200,000 for the purchase and installation of a pre-constructed and designed, fully accessible, multi-user concrete restroom for placement at Memorial Park.

13. Reports from Council.

At this time, the City Council will report/update on all committee assignments, which may include the following: Aransas Pathways Steering Committee; Building and Standards Commission; Coastal Bend Bays and Estuaries Program; Coastal Bend Council of Government; Environmental Committee for Water Issues; Park & 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, Emergency Management, 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:

14. Section 551.071(1)(A) and Section 551.071(2) Consultation with Attorney: Pending or contemplated litigation: (A) Bay Education Center, (B) Pena/Dack, and (C) Texaz Construction and AZ Southwest Properties.
15. Section 551.072 Deliberation regarding real property - deliberate the purchase, exchange, lease, or value of real property: a) Red Fish.
16. Section 551.087 Deliberation Regarding Economic Development Negotiations: Project Cardinal.

Open Session

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.

17. 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 for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

Certification

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 622 E. Market Street, Rockport, Texas on Friday, June 24, 2016, by 5:00 p.m. and on the City's website at www.cityofrockport.com. I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot*, *Coastal Bend Herald*, and *Corpus Christi Caller Times*.



Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 5

Deliberate and act on approval of City Council Regular Meeting Minutes of June 14, 2016.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: Please see the accompanying minutes of the Regular Meeting of June 14, 2016.

FISCAL ANALYSIS: N/A

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

CITY OF ROCKPORT

MINUTES

CITY COUNCIL REGULAR MEETING 6:30 p.m., Tuesday, June 14, 2016 Rockport City Hall, 622 East Market Street

On the 14th day of June 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

ABSENT

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)

Mayor Charles J. Wax

STAFF MEMBERS PRESENT

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

ELECTED OFFICIALS PRESENT

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 Pro-Tem Rios at 6:30 p.m. on Tuesday, June 14, 2016, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

2. Pledge of Allegiance.

Natasha Rios, great-niece of Mayor Pro-Tem Rios, led the Pledge of Allegiance to the U.S. flag.

3. Citizens to be heard.

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

There were no citizen comments.

Consent Agenda

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

- 4. Deliberate and act on approval of City Council Regular Meeting Minutes of May 24, 2016 and Special Meeting Minutes of June 7, 2016.**
- 5. Deliberate and act on accepting a donation of \$8,500 from the Friends of the Pool for the purchase of permanent shade canopies for patron use at the community aquatic park.**
- 6. Deliberate and act on accepting a donation of \$1,268.00 from Sherry McGuire for the purchase of a memorial park bench for placement along the Tule Hike & Bike Trail.**

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

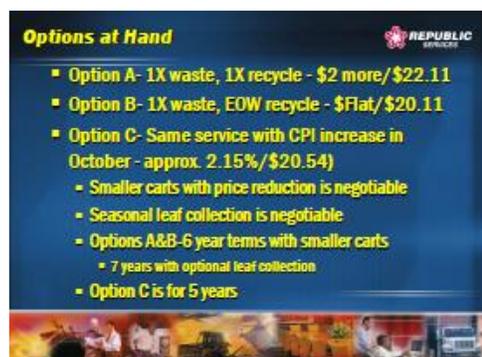
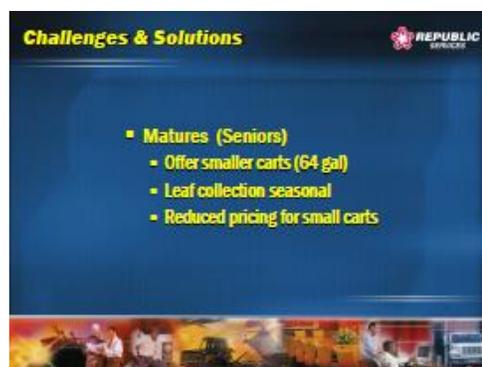
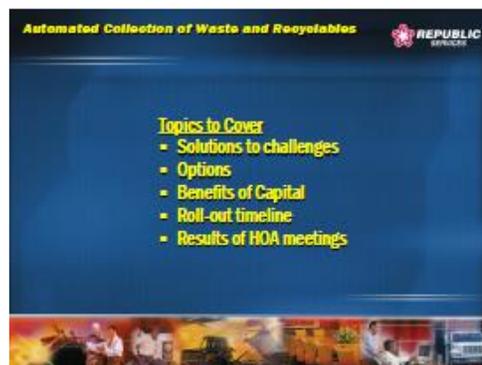
MOTION: Council Member Villa moved to adopt the Consent Agenda Items as presented. Council Member Gurtner seconded the motion. Motion carried unanimously.

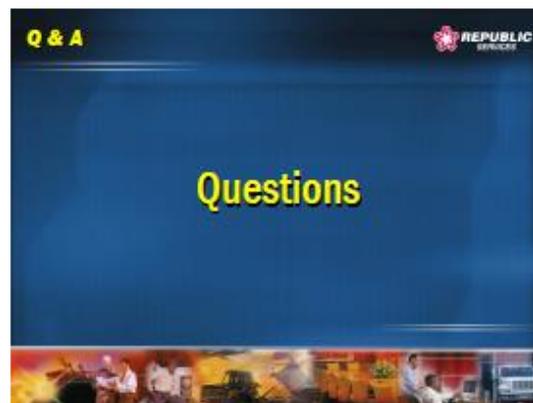
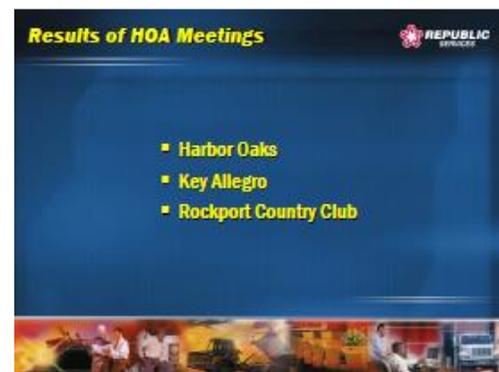
Regular Agenda

7. Hear and deliberate on service options for sanitation collection.

Republic Services Municipal Services Manager Mike Reeves addressed the Council. Mr. Reeves stated that at the April 26, 2016, Council meeting, he was asked to meet with homeowners' associations in the three neighborhoods with the highest percentage of part-time residents to get their input on moving to automation. Mr. Reeves said he met with the homeowners' associations and discussed the challenge of absentee owners and renters, and the challenge of the carts being too large for senior citizens (matures) to handle. Mr. Reeves expressed there is a solution for the absentee residents/renters – a housekeeper, landscaper, management company, neighbor or valet service could be responsible for returning the cart to the home from the driveway. Mr. Reeves added that the solution for the senior citizens is that Republic Services will offer smaller carts (64 gallon) with reduced pricing. Mr. Reeves said the issue with the subdivisions with zero lots and difficult area can be solved by offering

smaller carts or identifying designated placement areas. Mr. Reeves gave a Power Point presentation (below) on Automated Collection of Waste and Recyclables.





Discussion was held among Council and Mr. Reeves.

Dudley McDaniel addressed the Council. Mr. McDaniel stated as a citizen and resident of Key Allegro he strongly supports change to automation collection. Mr. McDaniel said that the Key Allegro Homeowners' Association Board does not support this change. Mr. McDaniel expressed that the Key Allegro Homeowner's Association is concerned about carts sitting on the curb for a month and not being returned to the home; as to enforcement, how will the City handle carts not being returned to the home? Mr. McDaniel added the Homeowners' Association is reluctant to take on the cost of a valet service for 750 residents.

Mike Reeves addressed Mr. McDaniel's concerns. Mr. Reeves informed Mr. McDaniel that Republic Services has violation tags that can be put on carts, which would be the first step in enforcement. Mr. Reeves stated that the next step would be code enforcement by the City with monetary consequences for non-compliance.

Charlie Powers, representing the Harbor Oaks Homeowners' Association, addressed the Council. Mr. Powers stated that the Harbor Oaks Homeowners' Association is in favor of Option A or Option B of Mr. Reeves proposal, however, adding one or two years to the agreement in order to contract for smaller carts and seasonal leaf collections is appropriate.

Adelaide Marlatt, representing Rockport Country Club Homeowners' Association, addressed the Council. Ms. Marlatt stated she does not represent Country Club Square or Andrews Square. Ms. Marlatt said the majority of people in the Rockport Country Club are in favor of automated collection. Ms. Marlatt said it will be very important that the carts be well seated because of the slanting driveways in the Country Club. Ms. Marlatt added that educational information is provided to residents for proper bagging of waste. Ms. Marlatt expressed that 30 days of leaf collection will not be enough in the Rockport Country Club.

Parks Maintenance Superintendent Rick Martinez addressed the Council. Mr. Martinez asked about the capacity and weight of the current collection trucks versus the new compressed natural gas trucks that will be used. Mr. Martinez said he was concerned about the weight because of damage to City streets.

Mr. Reeves answered that the current trucks hold 28 yards of waste and weigh 36,700 pounds versus the new trucks that will hold 28 yards of waste and weigh 34,200 pounds. City Manager Kevin Carruth stated this was an informational item and did not require any action by Council at this time.

Mayor Pro-Tem Rios asked for a moment of silence for the victims of the Florida shooting.

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

City Manager Kevin Carruth stated the City had received the employee benefits rerate notice. Ms. Carruth said the monthly group medical insurance premium for active employees and retired employees not eligible for Medicare increased by five percent from \$529.04 to \$555.50 per month. Mr. Carruth explained that there are two options regarding the vision plan: Vision A - \$65 for annual eye exam and \$175 calendar year maximum payment allowable; and Vision B - \$85 for annual eye exam and \$225 calendar year maximum payment allowable. Mr. Carruth stated the five percent increase for the medical insurance will cost the City an estimated \$19,845 and the estimated total additional cost to the City for the Vision B plan is \$3,360. Ms. Carruth said staff recommends Council approve the 2016-2017 Texas Municipal League MultiState Intergovernmental Employee Benefit Pool rerate for employee health benefits with employee vision benefits Plan B, as presented.

Discussion was held among Council and Mr. Carruth.

MOTION: Council Member Villa moved to approve the 2016-2017 Texas Municipal League MultiState Intergovernmental Employee Benefit Pool rerate for employee health benefits with employee vision benefits Plan B. Council Member Day seconded the motion. Motion carried unanimously.

9. Deliberate and act on Section 125 Flexible Spending Arrangement (FSA) agreement with Texas Municipal League MultiState Intergovernmental Employee Benefits Pool.

City Manager Kevin Carruth stated Assistant City Secretary Ruby Beaven would present this item to Council since she was the person responsible for bringing this proposal to him.

Assistant City Secretary Ruby Beaven addressed the Council. Ms. Beaven explained that Section 125 of the Internal Revenue Code allows employers to deduct employee insurance premiums pre-tax, thereby eliminating payroll taxes for the employee's premium as well as the employer's payroll tax obligations. Ms. Beaven stated that this plan is part of the Plan Sponsor Section 125 Cafeteria Plan and this Flexible Spending Arrangement (FSA) account plan allows employees to pay with before-tax dollars healthcare expenses that are not or cannot be reimbursed by our health benefit program, such as monthly contributions, deductibles, and the benefit percentage that is the employee's responsibility. Ms. Beaven informed the Council that there is a monthly service fee for the City of \$3.70 per participant for participation.

Mr. Carruth stated the agreement provides that participants may carry over a designated balance to the next plan year and staff is recommending \$500.00 as that amount. Mr. Carruth added that the City can limit contributions to the plan per employee, and TML limits that maximum amount to \$2,550.00 per year.

Discussion was held among Council, Ms. Beaven and Mr. Carruth.

MOTION: Council Member Gurtner moved to approve the Section 125 Flexible Spending Arrangement agreement with TML MultiState Intergovernmental Employee Benefits Pool, with a carryover balance of \$500.00 per participant, and limiting the contribution to \$2250.00 per year. Council Member Villa seconded the motion. Motion carried unanimously.

10. Deliberate and act on interlocal agreements with Aransas County and/or the Town of Fulton for the following services:

- a. Animal Control**
- b. Aquatic Center**
- c. Dispatching Services**
- d. Jail Services**
- e. Juvenile Case Manager**
- f. Restaurant Health Inspections**
- g. Roads and Drainage**
- h. Septic Systems**

City Manager Kevin Carruth stated that on March 21, 2016, Council had a Joint Special Workshop with Aransas County Commissioners Court to discuss all interlocal agreements. Mr. Carruth said that at that time the County Attorney was tasked with drafting redlined copies of agreements incorporating the changes made at the workshop, and the redline versions were delivered June 2, 2016. Mr. Carruth expressed the agreements had been totally reformatted, which has made it difficult to make comparisons. Mr. Carruth stated he has not finished his comparisons of the original proposed documents to the red-lined versions provided by the County.

MOTION: Council Member Villa moved to table this item until Mr. Carruth has finalized his comparisons of the Interlocal Agreements. Council Member Gurtner seconded the motion. Motion carried unanimously.

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 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.

Council Member Day stated the application for the Rockport Cultural Arts District had been submitted this week.

Council Member Gurtner said the Keep Aransas County Beautiful Board of Directors had been setup along with the 501(c)(3) accreditation. Ms. Gurtner added that Keep Aransas County Beautiful is working on selecting dates for the next clean-up events.

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) Bay Education Center, (B) Pena/Dack, and (C) Texaz Construction and AZ Southwest Properties.**
- 13. Section 551.072 Deliberation regarding real property – deliberate the purchase, exchange, lease, or value of real property: a) Fractional Park of Block 255, Smith and Wood Division, and b) Red Fish.**

At 7:50 p.m., Mayor Pro-Tem Rios 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) Bay Education Center, (B) Pena/Dack, and (C) Texaz Construction and AZ Southwest Properties; and Section 551.072 Deliberation regarding real property – deliberate the purchase, exchange, lease, or value of real property: a) Fractional Part of Block 255, Smith and Wood Division, and b) Red Fish.

Open Session

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 8:58 p.m., Mayor Pro-Tem Rios reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any necessary actions related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

No action was taken.

15. Adjournment

At 8:59 p.m., Council Member Villa moved to adjourn. Motion was seconded by Council Member Gurtner and carried unanimously.

APPROVED:

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 6

Deliberate and act on request for use of the Festival Grounds and closure of certain sections of S. Ann Street, E. Market Street, and S. Magnolia Street, for the Seafair parade; closure of Laurel Street from Business 35 to Seabreeze for Seafair Festival; and approval for temporary signage at various locations for the Seafair Festival and Hummer Bird Celebration, including a street banner at the Walmart entryway on Highway 35 N. and various off-street directional signs.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: The annual Sea Fair Parade is scheduled for Saturday, October 8 and will follow its traditional route. See the accompanying request for additional details.

FISCAL ANALYSIS: No direct cash expense anticipated; however, staff will track in-kind labor, materials, and equipment used in support of the event.

RECOMMENDATION: Staff recommends City Council approve the request for street closures and Festival Grounds use, as presented.

June 10, 2016

Teresa Valdez
City of Rockport
622 E. Market Street
Rockport, TX 78382

Re: Rockport Seafair Parade Request for Road Closures and Permission to hang street banners for HummerBird Celebration and Rockport Seafair.

Dear Teresa,
We would like to ask the following:

- A. Deliberate and take action on request from Rockport-Fulton Chamber of Commerce for the following items in conjunction with the Rockport's Seafair Parade: Oct 8, 2016
1. "Seafair" Parade – parade route from 622 E. Market Street (City Hall) east to Magnolia Street, Magnolia Street north to Concho Street;
 2. Street closure for parade line-up: Ann Street, between Market & North Streets, beginning at 9:00 a.m. until start of parade;
 3. Street closures for parade route –
 - a. Market Street at intersections of Ann Street, Pearl, Church, Live Oak, Magnolia (N & S) east to Magnolia Street;
 - b. Magnolia Street north to Concho intersections of St. Mary's, Wharf, North, Peter, Cornwall and Concho
 4. Street Closures for Rockport Seafair Festival Grounds-
 - a. Laurel Street from Business 35 to Seabreeze on October 4, through October 9, 2016.
- B. Deliberate and take action on request from Rockport-Fulton Chamber of Commerce of the following event signage requests:
1. Seafair, October 6-9, 2016 - Banner signs (1) at FM 3036/Broadway and (2) Hwy 35 N in front of Wal-Mart from September 19-October 11, 2016; and
 2. Hummer Bird Celebration, September 15-18, 2016 - Banner Signs – (1) at FM 3036/Broadway and (2) Hwy 35 N in front of Wal-Mart from August 1-September 19, 2016 and various Off-street directional Signs as requested – placed on Wednesday, September 14 and removed on Monday, September 19, 2016.

This is a huge task and major undertaking of the Rockport-Fulton Chamber of Commerce. We have a group of volunteers who are committed to making this event happen. The focus is to bring about a quality event saluting our sea, and what it brings for us.

Thank you for understanding assistance and support.
Sincerely,

Sandy Jumper
Director of Tourism and Events

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 7

Deliberate and act on 3rd quarter hotel occupancy tax report from the Rockport-Fulton Chamber of Commerce Fiscal Year 2015-2016 marketing expenditures.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: The Rockport-Fulton Chamber of Commerce has been allocated \$320,000.00 in FY 2015-16 Hotel Occupancy Tax (HOT) funds. According to our agreement with the Chamber, HOT funds are paid in advance and a report of the previous quarter's expenditures is required. See the accompanying 3rd quarter HOT expenditure report for additional information.

FISCAL ANALYSIS: Charged to account 6602001. YTD expenses are \$245,068.13 out of \$320,000.00 budgeted.

STAFF RECOMMENDATION: Staff recommends approval of the Rockport-Fulton Chamber of Commerce FY 2015-2016 Hotel Occupancy Tax funds 3rd quarter expenditures and authorization to disburse 4th Quarter funds in the amount of \$80,000.00, as presented.

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

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT 2015 - 2016						
Description of Expense	Approved Budget	1st Quarter Expenses	2nd Quarter Expenses	3rd Quarter Expenses	4th Quarter Expenses	Total
Accounting Fees	1,050.00	-	1,150.00	-	-	1,150.00
Administrative services reimbursement	54,000.00	9,000.00	18,000.00	9,000.00	-	36,000.00
Advertising and promotion	243,050.00	69,970.01	53,750.57	58,409.48	-	182,130.06
Bank & Card Fees	250.00	74.02	78.46	76.61	-	229.09
Conference Fees	1,910.00	-	280.00	1,604.00	-	2,084.00
Contract Services	-	-	-	-	-	-
Dues and Subscriptions	450.00	200.00	375.00	250.00	-	825.00
Event funding assistance	1,100.00	-	-	-	-	-
Food, beverages and meals	1,830.00	40.00	106.17	188.62	-	334.79
Inter Fund Support	1,100.00	-	-	1,448.12	-	1,448.12
Maintenance and repairs	1,410.00	140.00	280.00	-	-	420.00
Mileage and travel	675.00	151.50	1,238.39	484.81	-	1,874.70
Postage and freight	1,880.00	1,414.71	753.71	1,402.44	-	3,570.86
Printing and publication	8,335.00	-	1,615.00	5,185.62	-	6,800.62
Prizes, gifts and awards	325.00	-	-	64.99	-	64.99
Rentals and fees	75.00	-	413.60	-	-	413.60
Supplies	700.00	47.87	165.00	-	-	212.87
Telephone	1,650.00	573.07	283.04	67.37	-	923.48
Telephone Internet Service	110.00	65.27	130.68	-	-	195.95
Web site maintenance	1,200.00	2,925.00	565.00	2,900.00	-	6,390.00
TOTAL REQUESTED	321,100.00	84,601.45	79,184.62	81,282.06	-	245,068.13

Description of Administrative Expenses	Current Fiscal Year Administrative Expenses Projection	Fiscal Year Administrative Actual Expenses	Percentage of Fiscal Year Projections
Administrative services reimbursement	54,000.00	36,000.00	66.67%
Totals	54,000.00	36,000.00	66.67%

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 8

Hear and deliberate on presentation of Rockport-Fulton Area Chamber of Commerce Guiding Lighthouse Report.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: Newly installed Rockport-Fulton Chamber of Commerce Chairman Rick McKinney will present the accompanying quarterly report.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Not an action item.



Rockport-Fulton Chamber of Commerce and Visitor Center Quarterly Report - Highlights for April-June 2016

- USA Today readers voted Rockport as #4 Best Coastal Small Town in the USA and the Aransas National Wildlife Refuge as the #1 Birding Site in the USA.
- New Website Design with event banner across the site. Populating Community Calendar for all events to get promotion.
- Finished KNBT New Braunfels featuring “What’s Rockin in Rockport-Fulton” 2-minute radio show each Wednesday for six-weeks during this quarter. It featured local interviewees.
- Event Local Attraction Calendar information went out monthly to a list of more than 36,000 “visitor” emails. We are highlighting an event per month and then listing everything to do in the month. It is generating a good following from Austin and Houston.
- Ads in Texas Parks & Wildlife Magazine, Cornell Lab Living Birds, Birdwatcher’s Digest, Texas Coastal Bend Guide, Texas Monthly, Southern Living Travel Directory, Austin Monthly, Texas Highways, Texas Saltwater Fishing Magazine, Gulf Coast Fisherman, AARP Magazine, Local Community Newspaper in San Antonio,
- Great Day SA San Antonio shows featured great segments on family outings, events and seafood and Great Day Houston featuring the Art Center’s Tour of Homes.
- Completed a successful Road Trippin filming segment airing in San Antonio.
- Recognized five organizations with the MBA Challenge Award at the May Tourism Luncheon showing how they brought in the meeting business during the week or during a slow period.
- Had a great Spring Fling entertaining 15-20 outdoor writers on a trip to Cedar Bayou and to delicious seafood.
- New ad redesigns included: Front Row Seats, Sensational Seafood, Count on Great Birding, Happy Hour, Coastal Cuisine in every season, More Fish & More Fun.
- Local Attractions monthly meetings are going well. We generally have 15-20 attractions in attendance. Good collaboration on calendars and projects.
- The Marketing Plan for the 2016-17 year was completed this quarter. We had a great Marketing Workshop.

- The EOC Breakfast on Hurricane Preparedness has 119 in attendance. We appreciate the use of the Rockport Service Center for that event.
- The Business Expo had a great turnout with more than 50 vendors and 350 people. It was true entrepreneurship and a great sight to see businesses working their products and services with the crowd.
- Had a great Rockport-Fulton Night at the Hooks Game where some 400-plus attendees from Rockport and Fulton enjoyed the evening.
- Governmental Affairs Council, Home Based Business Council, Hotel & Lodging Council and the RV Park Council are all newly formed councils and doing well with their segmented areas.
- Graduated Class 20 of the Leadership Aransas County Program, held the Youth Leadership Program's Graduation at Latitude's, and the LAC Alumni's LAC Attack Kayak Fishing Tournament was a success for its first year. Proceeds are going to help the Youth Leadership Program.
- Completed the Membership Levels Sponsorship Program with a 13% increase over the previous year. We are grateful to the five Platinum, six Gold, and seven Silver Sponsorships for taking advantage of this program.
- Held a Press Conference to welcome the movie directors and actors of The Sand Dune.
- Officially helped the Keep Aransas County Beautiful organization move to its new meeting site at the Aquarium Education Center.
- Held the Annual Banquet Changing of the Gavel Event last Monday. Had more than 300 attendees, and we are so appreciative of all the volunteerism and award winners. It was a great event.
- We welcome our Summer Intern from Sam Houston State University. She is a Senior Sociology Major. She will be conducting our annual Membership Survey among many other things.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 9

Deliberate and act on future level of service for sanitation collection.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: The Council has discussed level of service options for sanitation services multiple times over the last 3-4 years, with a focus on automation. At the April 26, 2016, council meeting, Republic's Municipal Services Manager Mike Reeves was asked to meet with the homeowners associations (HOAs) in the three neighborhoods with the highest percentage of part-time residents and get their input on moving to automation. At June 14, 2016, meeting Mr. Reeves reported back to Council about his meetings with the HOAs. Representatives from all three HOAs also made comments at the June 14 meeting. See the accompanying PowerPoint presentation for more information.

CC Disposal, formerly a subsidiary of Progressive Waste and now a new subsidiary of Waste Connections, has indicated a desire to bid on Rockport's sanitation collection business.

Council has three options:

1. Extend the current agreement under the same terms, keeping the same level of service.
2. Authorize staff to negotiate a new agreement with Republic that incorporates different levels of service.
3. Issue a request for proposals and solicit bids from other providers.

FISCAL ANALYSIS: The City collects a 6% street use fee for sanitation so any rate change impacts net revenue to the City. The option with a \$2 increase in residential service will result in net additional revenue for the City of \$6,192.00. The option including the 2.15% CPI increase would give the City about \$116.56 more income (does not include additional revenue from commercial accounts).

Two of the options would result in Republic using CNG sanitation trucks. Republic's annual fuel purchases are estimated to be \$37,000 - \$57,000.

RECOMMENDATION: Staff recommends Council authorize staff to negotiate a new agreement with Republic Services to include once a week automated collection, once a week automated recyclable collection, and leaf collection eight times a year, as presented in Republic's Option A.

Automation..Are We Ready?



Topics to Cover

- Solutions to challenges
- Options
- Roll-out timeline



- **Absentee Residents/Renters**
 - **Housekeeper**
 - **Landscaper**
 - **Mgmt company**
 - **Neighbor**
 - **Valet Service**



- **Zero Lots & Difficult Areas**
 - Offer smaller carts
 - Identify designated placement areas
 - Convert townhomes to commercial
 - Meet with residents on shallow streets



Options At Hand

Options	Service Level	Price	Optional Service	Term length	CPI in 2016
Option A	1X waste/ 1X recycle	\$22.46	65 g carts Leaf collection 8X per year	6 years 7 years	No
Option B	1X waste/EOW recycle	\$20.46 flat	65 g carts Leaf collection 8X per year	6 years 7 years	No
Option C	Same as now	\$20.46	NA	5 years	Yes/ Estimated 2.15%



Next Steps

- Take action on an option
- Begin resident outreach
- Gather data and inventory
- Revise routing and maps
- Send out educational info



Roll-Out Timeline

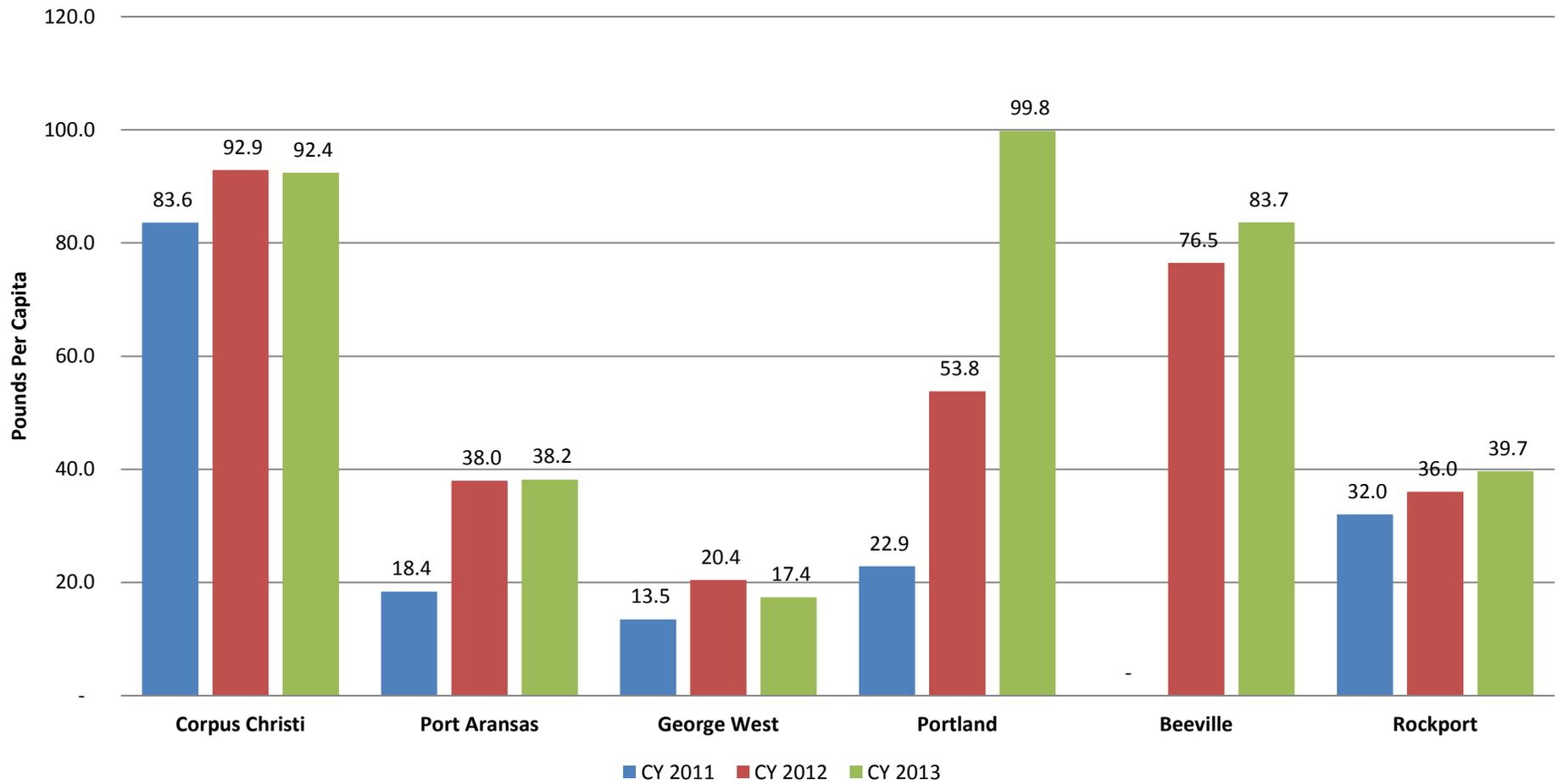
- Routing & house count 3 months
- City sends out info for cart needs and changes
- Survey responses tallied (6 months)
- Both parties identify logistics
- Capital
- Roll-out occurs- 8-12 months



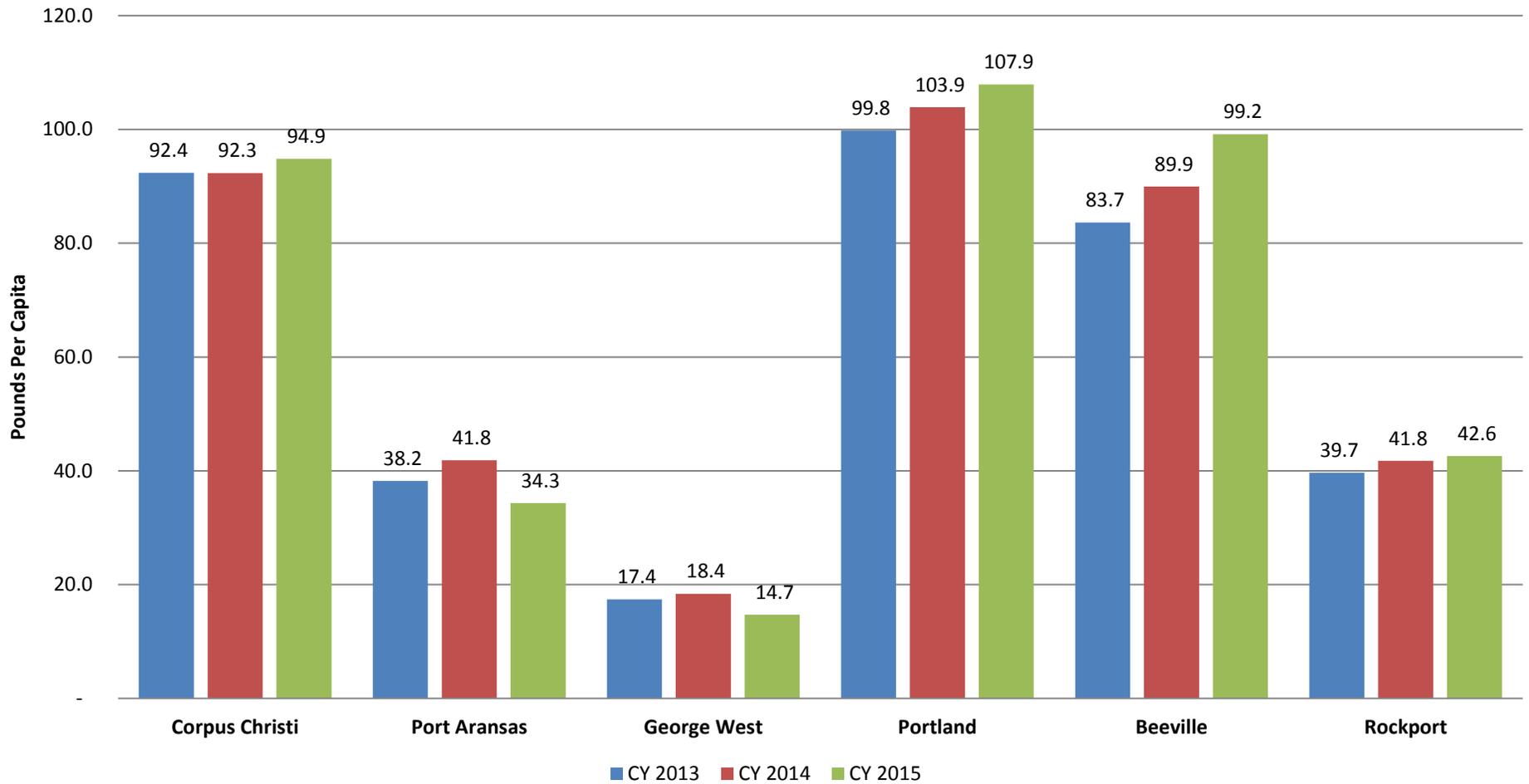
Questions



Per Capita Recycling Volume Comparison - 2011-2013



Per Capita Recycling Volume Comparison 2013-2015





City of Rockport, Texas

Automation rates upon roll-out:

Option A- 1X per week waste, 1X per week recycling with Carts

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH	INCREASE FACTOR	NEW RATE PER MONTH					
Residential 96 gallon Cart		\$20.46	1.0000	\$22.46					
Additional 96 g Carts ea		\$17.40	1.0000	\$19.40					
Residential 65 gallon Cart		\$19.96	1.0000	\$21.96					
Commercial 96 gallon Cart		\$29.70	1.0000	\$31.70					New Rate
Commercial : Container Service					Additional Containers				
2 Cubic Yard Container	1/wk	\$80.36	1.0000	\$80.36	2 Cu Yd	1/wk	\$61.87	1.0000	\$61.87
	2/wk	\$157.71	1.0000	\$157.71		2/wk	\$103.90	1.0000	\$108.90
	3/wk	\$199.35	1.0000	\$199.35		3/wk	\$138.65	1.0000	\$143.65
	4/wk	\$244.01	1.0000	\$244.01		4/wk	\$181.47	1.0000	\$186.47
	5/wk	\$310.76	1.0000	\$310.76		5/wk	\$232.04	1.0000	\$237.04
	6/wk	\$357.39	1.0000	\$357.39		6/wk	\$267.70	1.0000	\$272.70
3 Cubic Yard Container	1/wk	\$96.37	1.0000	\$96.37	3 Cu Yd	1/wk	\$69.36	1.0000	\$74.36
	2/wk	\$191.19	1.0000	\$191.19		2/wk	\$130.06	1.0000	\$135.06
	3/wk	\$241.75	1.0000	\$241.75		3/wk	\$162.68	1.0000	\$167.68
	4/wk	\$290.20	1.0000	\$290.20		4/wk	\$205.45	1.0000	\$210.45
	5/wk	\$338.93	1.0000	\$338.93		5/wk	\$256.07	1.0000	\$261.07
	6/wk	\$404.30	1.0000	\$404.30		6/wk	\$306.28	1.0000	\$311.28
4 Cubic Yard Cont	1/wk	\$113.43	1.0000	\$113.43	4 Cu Yd	1/wk	\$82.50	1.0000	\$87.50
	2/wk	\$214.43	1.0000	\$214.43		2/wk	\$157.77	1.0000	\$162.77
	3/wk	\$305.00	1.0000	\$305.00		3/wk	\$233.28	1.0000	\$238.28
	4/wk	\$421.48	1.0000	\$421.48		4/wk	\$317.52	1.0000	\$322.52
	5/wk	\$519.86	1.0000	\$519.86		5/wk	\$391.50	1.0000	\$396.50
	6/wk	\$641.77	1.0000	\$641.77		6/wk	\$485.18	1.0000	\$490.18
6 Cubic Yard Container	1/wk	\$133.68	1.0000	\$133.68	6 Cu Yd	1/wk	\$98.85	1.0000	\$103.85
	2/wk	\$257.01	1.0000	\$257.01		2/wk	\$201.04	1.0000	\$206.04
	3/wk	\$381.07	1.0000	\$381.07		3/wk	\$280.59	1.0000	\$285.59
	4/wk	\$500.92	1.0000	\$500.92		4/wk	\$381.39	1.0000	\$386.39
	5/wk	\$639.16	1.0000	\$639.16		5/wk	\$487.23	1.0000	\$492.23
	6/wk	\$650.39	1.0000	\$650.39		6/wk	\$573.17	1.0000	\$578.17
8 Cubic Yard Container	1/wk	\$168.99	1.0000	\$168.99	8 Cu Yd	1/wk	\$126.28	1.0000	\$131.28
	2/wk	\$329.58	1.0000	\$329.58		2/wk	\$235.41	1.0000	\$240.41
	3/wk	\$458.57	1.0000	\$458.57		3/wk	\$345.08	1.0000	\$350.08
	4/wk	\$560.60	1.0000	\$560.60		4/wk	\$431.23	1.0000	\$436.23
	5/wk	\$729.58	1.0000	\$729.58		5/wk	\$560.47	1.0000	\$565.47
	6/wk	\$874.15	1.0000	\$874.15		6/wk	\$672.33	1.0000	\$677.33



City of Rockport, Texas

Automation rates upon roll-out:

Option B- 1X per week waste, EOW recycling with Carts

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH	INCREASE FACTOR	NEW RATE PER MONTH					
Residential 96 gallon Cart		\$20.46	1.0000	\$20.46					
Additional 96 g Carts ea		\$17.40	1.0000	\$17.40					
Residential 65 gallon Cart		\$19.96	1.0000	\$19.96					
Commercial 96 gallon Cart		\$29.70	1.0000	\$29.70					New Rate
Commercial : Container Service					Additional Containers				
2 Cubic Yard Container	1/wk	\$80.36	1.0000	\$80.36	2 Cu Yd	1/wk	\$61.87	1.0000	\$61.87
	2/wk	\$157.71	1.0000	\$157.71		2/wk	\$103.90	1.0000	\$108.90
	3/wk	\$199.35	1.0000	\$199.35		3/wk	\$138.65	1.0000	\$143.65
	4/wk	\$244.01	1.0000	\$244.01		4/wk	\$181.47	1.0000	\$186.47
	5/wk	\$310.76	1.0000	\$310.76		5/wk	\$232.04	1.0000	\$237.04
	6/wk	\$357.39	1.0000	\$357.39		6/wk	\$267.70	1.0000	\$272.70
3 Cubic Yard Container	1/wk	\$96.37	1.0000	\$96.37	3 Cu Yd	1/wk	\$69.36	1.0000	\$74.36
	2/wk	\$191.19	1.0000	\$191.19		2/wk	\$130.06	1.0000	\$135.06
	3/wk	\$241.75	1.0000	\$241.75		3/wk	\$162.68	1.0000	\$167.68
	4/wk	\$290.20	1.0000	\$290.20		4/wk	\$205.45	1.0000	\$210.45
	5/wk	\$338.93	1.0000	\$338.93		5/wk	\$256.07	1.0000	\$261.07
	6/wk	\$404.30	1.0000	\$404.30		6/wk	\$306.28	1.0000	\$311.28
4 Cubic Yard Cont	1/wk	\$113.43	1.0000	\$113.43	4 Cu Yd	1/wk	\$82.50	1.0000	\$87.50
	2/wk	\$214.43	1.0000	\$214.43		2/wk	\$157.77	1.0000	\$162.77
	3/wk	\$305.00	1.0000	\$305.00		3/wk	\$233.28	1.0000	\$238.28
	4/wk	\$421.48	1.0000	\$421.48		4/wk	\$317.52	1.0000	\$322.52
	5/wk	\$519.86	1.0000	\$519.86		5/wk	\$391.50	1.0000	\$396.50
	6/wk	\$641.77	1.0000	\$641.77		6/wk	\$485.18	1.0000	\$490.18
6 Cubic Yard Container	1/wk	\$133.68	1.0000	\$133.68	6 Cu Yd	1/wk	\$98.85	1.0000	\$103.85
	2/wk	\$257.01	1.0000	\$257.01		2/wk	\$201.04	1.0000	\$206.04
	3/wk	\$381.07	1.0000	\$381.07		3/wk	\$280.59	1.0000	\$285.59
	4/wk	\$500.92	1.0000	\$500.92		4/wk	\$381.39	1.0000	\$386.39
	5/wk	\$639.16	1.0000	\$639.16		5/wk	\$487.23	1.0000	\$492.23
	6/wk	\$650.39	1.0000	\$650.39		6/wk	\$573.17	1.0000	\$578.17
8 Cubic Yard Container	1/wk	\$168.99	1.0000	\$168.99	8 Cu Yd	1/wk	\$126.28	1.0000	\$131.28
	2/wk	\$329.58	1.0000	\$329.58		2/wk	\$235.41	1.0000	\$240.41
	3/wk	\$458.57	1.0000	\$458.57		3/wk	\$345.08	1.0000	\$350.08
	4/wk	\$560.60	1.0000	\$560.60		4/wk	\$431.23	1.0000	\$436.23
	5/wk	\$729.58	1.0000	\$729.58		5/wk	\$560.47	1.0000	\$565.47
	6/wk	\$874.15	1.0000	\$874.15		6/wk	\$672.33	1.0000	\$677.33



City of Rockport, Texas

CPI will be assessed October 1, 2016

Option C- Current Service Level

CATEGORY	FREQUENCY OF COLLECTION	RATE PER MONTH	INCREASE FACTOR	NEW RATE PER MONTH					
Residential 96 gallon Cart		\$20.46	1.0000	\$20.46					
Additional 96 g Carts ea		\$17.40	1.0000	\$17.40					
Residential 65 gallon Cart		\$19.96	1.0000	\$19.96					
Commercial 96 gallon Cart		\$29.70	1.0000	\$29.70					New Rate
Commercial : Container Service					Additional Containers				
2 Cubic Yard Container	1/wk	\$74.05	1.0000	\$74.05	2 Cu Yd	1/wk	\$56.87	1.0000	\$56.87
	2/wk	\$150.06	1.0000	\$150.06		2/wk	\$103.90	1.0000	\$103.90
	3/wk	\$190.98	1.0000	\$190.98		3/wk	\$138.65	1.0000	\$138.65
	4/wk	\$234.87	1.0000	\$234.87		4/wk	\$181.47	1.0000	\$181.47
	5/wk	\$300.46	1.0000	\$300.46		5/wk	\$232.04	1.0000	\$232.04
	6/wk	\$346.28	1.0000	\$346.28		6/wk	\$267.70	1.0000	\$267.70
3 Cubic Yard Container	1/wk	\$89.79	1.0000	\$89.79	3 Cu Yd	1/wk	\$69.36	1.0000	\$69.36
	2/wk	\$182.96	1.0000	\$182.96		2/wk	\$130.06	1.0000	\$130.06
	3/wk	\$232.64	1.0000	\$232.64		3/wk	\$162.68	1.0000	\$162.68
	4/wk	\$280.25	1.0000	\$280.25		4/wk	\$205.45	1.0000	\$205.45
	5/wk	\$328.14	1.0000	\$328.14		5/wk	\$256.07	1.0000	\$256.07
	6/wk	\$392.38	1.0000	\$392.38		6/wk	\$306.28	1.0000	\$306.28
4 Cubic Yard Cont	1/wk	\$106.55	1.0000	\$106.55	4 Cu Yd	1/wk	\$82.50	1.0000	\$82.50
	2/wk	\$205.80	1.0000	\$205.80		2/wk	\$157.77	1.0000	\$157.77
	3/wk	\$294.80	1.0000	\$294.80		3/wk	\$233.28	1.0000	\$233.28
	4/wk	\$409.26	1.0000	\$409.26		4/wk	\$317.52	1.0000	\$317.52
	5/wk	\$505.93	1.0000	\$505.93		5/wk	\$391.50	1.0000	\$391.50
	6/wk	\$625.73	1.0000	\$625.73		6/wk	\$485.18	1.0000	\$485.18
6 Cubic Yard Container	1/wk	\$126.45	1.0000	\$126.45	6 Cu Yd	1/wk	\$98.85	1.0000	\$98.85
	2/wk	\$247.64	1.0000	\$247.64		2/wk	\$201.04	1.0000	\$201.04
	3/wk	\$369.55	1.0000	\$369.55		3/wk	\$280.59	1.0000	\$280.59
	4/wk	\$487.32	1.0000	\$487.32		4/wk	\$381.39	1.0000	\$381.39
	5/wk	\$623.16	1.0000	\$623.16		5/wk	\$487.23	1.0000	\$487.23
	6/wk	\$732.46	1.0000	\$732.46		6/wk	\$573.17	1.0000	\$573.17
8 Cubic Yard Container	1/wk	\$161.15	1.0000	\$161.15	8 Cu Yd	1/wk	\$126.28	1.0000	\$126.28
	2/wk	\$318.95	1.0000	\$318.95		2/wk	\$235.41	1.0000	\$235.41
	3/wk	\$445.70	1.0000	\$445.70		3/wk	\$345.08	1.0000	\$345.08
	4/wk	\$575.44	1.0000	\$575.44		4/wk	\$431.23	1.0000	\$431.23
	5/wk	\$712.01	1.0000	\$712.01		5/wk	\$560.47	1.0000	\$560.47
	6/wk	\$854.08	1.0000	\$854.08		6/wk	\$672.33	1.0000	\$672.33

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 10

Tabled June 14, 2018 - Deliberate and act on interlocal agreements with Aransas County and/or the Town of Fulton or Aransas County Independent School District for the following services:

- a. Animal Control
- b. Aquatic Center
- c. Dispatching Services
- d. Jail Services
- e. Juvenile Case Manager
- f. Restaurant Health Inspections
- g. Roads and Drainage
- h. Septic Systems

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: On March 21, 2016, Council had a Joint Special Workshop with Commissioners Court to discuss all of our interlocal agreements. At that time the County Attorney was tasked with drafting redlined copies of agreements incorporating the changes made at the workshop. The redlined versions were delivered June 2, 2016. Please see the accompanying minutes of the Joint Special Workshop Meeting for a recap of what the consensus with Commissioners Court was and the redlined copy of each interlocal for more details.

FISCAL ANALYSIS: See individual agreements.

RECOMMENDATION: Staff recommends Council approve the agreements reflecting the consensus of the March 21, 2016, meeting.

CITY OF ROCKPORT

MINUTES

JOINT SPECIAL WORKSHOP MEETING

9:00 a.m., Monday, March 21, 2016

Rockport Service Center – 2751 State Highway 35 Bypass

On the 21st day of March 2016, the City Council of the City of Rockport and the Aransas County Commissioners' Court convened in Joint Special Workshop Session at 9:00 a.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, 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

ARANSAS COUNTY JUDGE & COMMISSIONERS PRESENT

County Judge C.H. "Burt" Mills, Jr.
 County Commissioner Precinct 1-1A Jack Chaney
 County Commissioner Precinct 2 Leslie "Bubba" Casterline
 County Commissioner Precinct 3 Charles Smith
 County Commissioner Precinct 4 Betty Stiles

CITY STAFF MEMBERS PRESENT

City Manager Kevin Carruth
 City Secretary Teresa Valdez
 City Attorney Terry Baiamonte
 Public Works Director Mike Donoho
 Community Planner Kimberly Clark
 Finance Director Patty Howard
 Police Chief Tim Jayroe
 Information Technology Director Brian Jacobs
 Communications Center Administrator Lee Zapata
 Street Crew Leader Ryan Picarrazi
 Park & Leisure Services Director Tom Staley

ELECTED OFFICIALS

Town of Fulton Mayor Jimmy Kendrick

COUNTY STAFF MEMBERS PRESENT

County Attorney Kristen Barnebey
 Sheriff Bill Mills
 Office & Contract Manager for the County Attorney's Office Carrie Arrington

1. Call to Order - The Honorable Charles J. Wax, Mayor.

With a quorum of the Council Members present, the Joint Special Workshop Meeting of the Rockport City Council was called to order by Mayor Wax at 9:00 a.m. on Monday, March 21, 2016, at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

2. Call to Order - The Honorable C.H. "Burt" Mills, Jr., County Judge.

With a quorum of the Commissioners present, the Joint Special Workshop Meeting of the Aransas County Commissioners' Court was called to order by Judge Burt Mills at 9:00 a.m. on Monday, March 21, 2016, at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas.

Regular Agenda

3. Hear and deliberate on interlocal agreements:

- A. Animal Control**
- B. Community Aquatic Park**
- C. Dispatch**
- D. Extra-Territorial Jurisdiction (ETJ) Regulation**
- E. Jail Services**
- F. Juvenile Case Manager**
- G. Restaurant Health Inspection Services**
- H. Roads & Drainage**
- I. Septic Systems**
- J. Subdivision Regulation**

Judge Mills suggested that items 3.F. Juvenile Case Manager and 3.G. Restaurant Health Inspection Services be addressed first since they are the same every year.

F. Juvenile Case Manager

Mayor Wax stated that the County Agreement that the Council had considered at the December 8, 2015, Council Meeting did not contain an auto renewal clause.

Commissioner Casterline stated the revised version supplied by the County contains the auto renewal clause, as well as the provision for monthly payments and the provision listing the contact information for all notices, communications and reports.

Discussion was held among Council and Commissioners regarding the future procedure of sending and receiving information by email.

It was the consensus of the Council and Commissioners that a "Request a Read Receipt" be attached to emails sent. The City Manager would receive for the City with a copy sent to the City Secretary, the County Judge would receive for the County with a copy to the County Attorney's Office, and the Mayor would receive for the Town of Fulton with a copy sent to the Town Secretary.

It was the consensus of the Council and Commissioners that all agreements on this agenda would be changed to reflect the 60 day clause for written notice of cancellation.

It was the consensus of the Council and Commissioners that a Juvenile Case Manager Interlocal Agreement be prepared with the following: 1) the auto renewal clause, 2) the 60 day clause for written notice of cancellation, 3) the provision for monthly payments, and 4) the provision listing the contact information for all notices, communications and reports, be prepared. *Note: It was later decided that the following be added to each agreement: 1) signature date of July of year of execution be added to each agreement on this Agenda, and 2) a paragraph on requests for information*

G. Restaurant Health Inspection Services

Mayor Wax stated that this agreement is a fee-based. Mayor Wax said the auto-renewal clause was not in this agreement provided by the County.

Commissioner Smith suggested that all renewal agreements be signed by July 31st of each year, so that they can be included in each entity's budget for the following year.

It was the consensus of Council and the Commissioners that Commissioner Smith's suggestion be adopted regarding renewal of interlocal agreements; all interlocal agreements should be executed by July 31st of each year to allow for each entity's budget planning.

It was the consensus of the Council and Commissioners that the Restaurant Health Inspections Services Interlocal Agreement be prepared with the following: 1) auto renewal clause, 2) the 60 day clause for written notice of cancellation, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, 5) a signature date of July of year of execution.

I. Septic Systems

Commissioner Stiles stated the auto renewal clause needed to be added to this agreement.

City Manager Carruth stated he had suggested that in the interlocal agreements there be an addition of a paragraph addressing requests for information from one party to another party.

Judge Mills stated he did not have any problem with the addition of that paragraph in all the agreements.

It was the consensus of the Council and Commissioners that the 60 day written notice of cancellation, auto renewal clause, and the paragraph addressing requests for information be included in all the interlocal agreements.

It was the consensus of the Council and Commissioners that the Septic Systems Interlocal Agreement be prepared with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the

contact information for all notices, communications and reports, and 5) a signature date of July of year of execution.

H. Roads & Drainage

Commissioner Stiles stated she did not find any different verbiage in the agreement.

City Manager Carruth stated the biggest part of this agreement is the seal coat project.

Mayor Wax stated, that as a policy, if any party wants to make changes to agreements, they should provide a red-lined copy to the other parties involved.

Mayor Wax added that the agreement should contain the 60 day written notice of cancellation, auto renewal clause, the paragraph addressing requests for information, the provision listing contact information for all notices, communications and reports, and a signature date of July of year of execution.

Mayor Wax stated the City will take the responsibility of providing a red-lined copy to the County Attorney's office.

Commissioner Chaney raised a concern about instances when immediate repairs are necessary, for example during a flood event. Commissioner Chaney suggested that when this agreement is readied, there is a purview that the City and County will work together during emergencies and have the authority to do that without Council or Commissioner approval.

Commissioner Smith said that the law states this cannot be done unless authorized by Commissioners' Court.

County Attorney Barneby stated that the Town of Fulton needed to be added to the agreement along with a signatory line for its Mayor. County Attorney Barneby requested the City Manager email a redlined copy of this agreement to her.

A. Animal Control

Commissioner Smith stated the 90 day clause in this agreement should be changed to 60 days and the auto renewal clause should be added.

Commissioner Casterline said that everything that has been discussed today should be added to this agreement.

Commissioner Smith stated the provision in the agreement stating: "The removal and proper disposal of dead wildlife over 25 pounds from the public right-of-way shall be the responsibility of CITY and TOWN within their respective jurisdictions. The removal and proper disposal of dead animals from county roads shall be the responsibility of COUNTY but not performed by Animal Control," is a new provision that the County had added to the agreement. Commission Smith asked if this is the process that the County and City want.

Mayor Wax stated that this was a draft copy that the County had sent to the City and in reviewing it, there had been a clause deleted regarding removal of dead animals by the County; that has always been a provision in this agreement. Mayor Wax asked why that was taken out of the agreement.

Judge Mills stated that the Health & Safety Code addresses this. Judge Mills said the County has three (3) animal control employees and they receive a lot of calls to pick up live animals. Judge Mills asked what would be the problem with the street departments in the City of Rockport and Town of Fulton picking up the dead animals.

Commissioner Smith read the following excerpt from Health & Safety Code Section 361.117: DISPOSAL OF CARCASSES OF ANIMALS KILLED ON ROADWAYS. (a) Notwithstanding any other provision of this chapter, counties and municipalities may dispose of the carcasses of animals killed on county or municipal roadways by burying the carcasses on property owned by the entity that is responsible for road maintenance.

Commissioner Casterline stated that another concern was the weight of the dead animals; not all are small animals and the County Animal Control does not have front-end loaders, etc. to lift the dead animals.

City Manager Carruth stated the removed provision addressed “domestic pets and well as wildlife under 25 pounds.” Mr. Carruth added that the County has always picked up non-domestic.

City of Rockport Public Works Street Crew Leader Ryan Picarazzi stated that if the City Public Works crew had to pick up dead animals, this would cause contamination to the trucks carrying water pipes, etc.

Further discussion was held among Council and Commissioners.

Commissioner Chaney asked Ms. Zapata how many calls dispatch receives per year concerning carcasses.

Ms. Zapata stated she did not have this information, but she will get it provide it to the City and the County.

City Manager Carruth stated there were a couple of other items that should be discussed, Item 4.b) in the agreement. Mr. Carruth said there has been some questions in regard to data provided and the source of the data.

Judge Mills stated the Animal Control Department now has a software program that will keep a better record of how many animals are picked up or dropped off and in whose jurisdiction they were located or found.

Commissioner Chaney commented that this falls in several of these agreements; the County and the City need to decide what unit of measure is going to be used to determine costs.

Commissioner Smith stated that Item 4.b - "Aransas County will invoice the CITY and TOWN a monthly flat fee of \$8,550.00 for the City of Rockport and a monthly flat fee of \$2,750.00 for the Town of Fulton. Payment shall be made to Aransas County within 30 days from the date of invoice" addresses that; it is a flat fee for this year and starting next year, the data can be utilized to determine the fees.

Mayor Wax suggested the agreement be left at a flat fee for this year and then can be changed next year if necessary. Mayor Wax added that Dispatch sends monthly summaries to all entities.

County Attorney Barnebey stated the County proposed agreement Item 4.a) is different from the City proposed agreement.

Commissioner Chaney commented that in the agreement proposed by the City, Item 4.a)(1) - "A proposed budget will be prepared by the Aransas County Judge and furnished to CITY and TOWN by no later than June 30, and CITY's and TOWN's input may be considered by the Commissioners Court of Aransas County in its approval of the Animal Control Budget. The proposed budget shall be accompanied by a narrative in sufficient detail to explain (1) each line item, ..." is too cumbersome. Commissioner Chaney said he thought it was unnecessary.

Discussion was held among Council, Commissioners and City Manager Carruth.

Mayor Wax suggested that Item 4.a)(1) be deleted and items 4.1(2) and 4.1.(3) be re-numbered respectively.

It was the consensus of the Council and Commissioners that the Animal Control Interlocal Agreement be prepared deleting Item 4.a)(1), and containing the following: 1) monthly payments; 2) the auto renewal clause, 3) the 60 day clause for written notice of cancellation, 4) the provision listing the contact information for all notices, communications and reports, 5) adding the paragraph on requests for information, and 6) a signature date of July of year of execution.

B. Community Aquatic Park

Commissioner Chaney stated that it can be determined where people live who are using the pool. Commissioner Chaney said that at the end of each month all entities are receiving a report from the pool.

City Manager Carruth stated that as of January 1, 2016, a price change was implemented at the pool.

Park & Leisure Services Director Tom Staley stated the price change was on the punch card; instead of \$3.33 per visit it is \$4.00. Mr. Staley added that it is difficult in June and July to obtain information from visitors because of the number of people that visit the pool.

Mayor Kendrick stated there is a YMCA program that may engulf the pool and he does not know how that is going to work yet. Mayor Kendrick expressed that the pool was built for the community, specifically a swim team. Mayor Kendrick said he thought the entities really needed to be careful about the direction they are heading when it comes to the community pool. Mayor Kendrick added

that the entities needed to know where the YMCA stands on this. Mayor Kendrick said it is not fair to the county and it is not fair to the people who have raised money to help keep it open.

Discussion was held among Council and Commissioners.

City Manager Carruth commented that the pool is at the point where its maintenance has greatly increased. Mr. Carruth stated that historically the City has covered the budget deficit and it is concerning him that as the County reduces funding, the City takes on more big ticket maintenance items.

Mayor Kendrick stated that everyone should realize that it is going to be a big issue to keep the pool open and it should not just be the City of Rockport paying to keep it open, it should be all the entities involved.

Mayor Pro-Tem Rios stated the YMCA Development Committee is looking at management of the pool, not giving it up.

Mayor Wax stated he thought the agreement should be extended and if any of the parties want to change something there will be time to do it.

It was the consensus of the Council and Commissioners that the Community Aquatic & Skate Park Interlocal Agreement be prepared with the following: 1) monthly payments; 2) the auto renewal clause, 3) the 60 day clause for written notice of cancellation, 4) the provision listing the contract information for all notices, communications and reports, 5) the paragraph on requests for information, and 6) a signature date of July of year of execution.

C. Dispatch

Commissioner Chaney asked if everyone was together on how the pro-rata rates were being determined.

City Manager Carruth stated that in the agreement that was sent to the City, there is a difference in the data sent to the County because Fulton was included in Rockport; thus the pro-rata shares would be different than what the County had in the agreement.

Mayor Wax stated that this agreement had been auto renewed.

Discussion was held among Council and Commissioners regarding line 39 of the proposed agreement: "Any amendments to the budget during the budget calendar year have to be approved by all three entity governing bodies before any changes can be made to the monthly billings."

Commissioner Casterline stated this was added because of the substantial pay raise given to Dispatch about which the County did not know.

City Manager Carruth stated that the County had been notified about the pay raises and if that action had not been taken, there would have been more costs because of overtime expenses.

Judge Mills commented that he had been informed of the pay raises.

Mayor Wax added that the Communications Boards and Judge Mills had all been notified of the pay raises and the rationale behind it.

Mayor Wax suggested line 39 be left in the agreement and he will take it upon himself to talk to Judge Mills if there are any amendments to the budget.

It was the consensus of the Council and Commissioners that the Dispatch Interlocal Agreement be prepared correcting the pro rata percentages and containing the following: 1) monthly payments, 2) the 60 day clause for written notice of cancellation, 3) the auto renewal clause, 4) the provision listing the contact information for all notices, communications and reports, 5) the paragraph on the requests for information, and 6) a signature date of July of year of execution.

A brief recess was taken from 10:48 a.m. until 10:58 a.m.

E. Jail Services

Judge Mills stated that Item A.1. should be changed to 60 days just like the other agreements, and Item B.4. should be changed to monthly instead of quarterly.

Mayor Wax stated that Item C.2. – “In the course of supplying jail services under this contract, any civil liability relating to the provision of those services shall be the responsibility of the governmental unit which would be responsible for supplying such services in the absence of this contract or agreement” should be deleted because the policies and procedures and training and administration of those procedures are determined by the Sheriff and the City has no part in that.

Sheriff Mills stated he did not have a problem with the deletion of Item C.2.

It was the consensus of the Council and Commissioners that the Jail Services Interlocal Agreement be prepared deleting Item C.2. and containing the following: 1) the 60 day clause for written notice of cancellation; 2) monthly payments, 3) the provision listing the contact information for all notices, communications and reports; 4) adding the paragraph on the requests for information, 5) auto renewal clause, and 6) a signature date of July of year of execution.

D. Extra-Territorial Jurisdiction (ETJ) Regulation

Commissioner Smith asked what Agenda Item J – Subdivision Regulation was, and did that not fall under the Extra-Territorial Jurisdiction (ETJ) Regulation Agreement.

Mayor Wax responded that when the Council and the Commissioners met in August 2015 to discuss the subdivision regulation agreements, it had been the consensus of the Council and the Commissioners to split the agreement into two parts: 1) Subdivision Regulation, and 2) ETJ Regulation.

Commissioner Smith stated that nothing has been done with this Agreement since 2004.

County Attorney Kristen Barnebey stated that the original agreement is dated 2003 and that would be the agreement that is in effect.

Discussion was held among Council on each entity's responsibility for the City's first one-half mile and the County's second one-half mile regulation of floodplain and stormwater management.

Commissioner Smith inquired whether the City has adopted the Best Management Practice (BMP) for water quality.

Mayor Wax stated that the Council will be considering approval of the Master Drainage Plan at their meeting tomorrow night, and if it is approved the City will provide a copy to the County.

Commissioner Smith suggested this item be delayed for 60 days.

Mayor Wax stated that BMP and construction processes are not part of this Interlocal Agreement. Mayor Wax stated that what the City decides to do in its ½ mile of extra-territorial jurisdiction does not impact the County.

Commissioner Casterline stated that his understanding of this was that if the City and County could not agree and this went to mediation, there would be more stringent rules applied to the entire ETJ.

Mayor Wax stated the proposed draft agreement dated October 28, 2015, memorializes what the County and the City have been doing for the last 11 years.

It was the consensus of the Council and Commissioners that a final agreement be prepared imaging the draft agreement dated October 28, 2015, with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, 5) a signature date of July of year of execution, and 6) monthly payments.

NOTE: Further discussion was held in regard to this item following discussion of Item J. See below.

J. Subdivision Regulation

Mayor Wax called the Council's and the Commissioners' attention to lines 43-46 of the draft copy of the agreement dated July 1, 2015: "The City and the County agree that if a proposed subdivision originates within the City's extraterritorial jurisdiction and fifty percent (50%) or more of the subdivision area extends past the extraterritorial jurisdiction line, the County shall have exclusive right to exercise its jurisdictional authority within the limits of the entire subdivision."

Council Member Day stated the written notice of termination clause should be changed to reflect 60 days instead of 45 days.

It was the consensus of the Council and Commissioners that a final agreement be prepared imaging the draft copy of the Subdivision Regulation Agreement dated July 1, 2015, with the following: 1) the 60 day clause for written notice of cancellation, 2) the auto renewal clause, 3) the paragraph on requests for information, 4) the provision listing the contact information for all notices, communications and reports, and 5) a signature date of July of year of execution.

There was discussion between the County Attorney's Office and Judge Mills concerning lines 31-34 of the Extraterritorial Jurisdiction Agreement - the regulation of permits for onsite septic facilities.

Mayor Wax stated he interpreted the paragraph to mean that the County exercises its jurisdiction for septic facilities in the City; however, if the septic is in a subdivision, the County does not override the City's subdivision regulation.

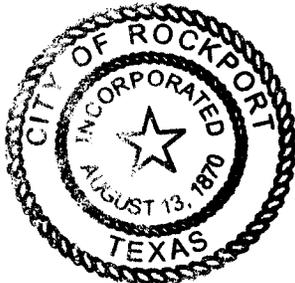
County Attorney Kristen Barnebey stated she believed the language in that paragraph could be cleaned up.

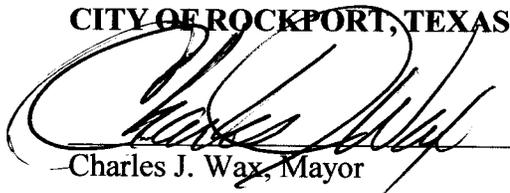
Mayor Wax stated he will look for the revised version from Ms. Barnebey, along with the other agreed changes.

4. Adjournment

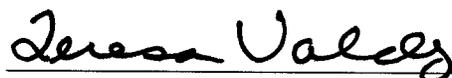
At 11:25 a.m., Council Member Villa moved to adjourn the Joint Special Workshop Meeting. Motion was seconded by Mayor Pro-Tem Rios and carried unanimously.

At 11:25 a.m., Commissioner Smith moved to adjourn the Joint Special Workshop Meeting. Motion was seconded by Commissioner Casterline and carried unanimously.



CITY OF ROCKPORT, TEXAS

 Charles J. Wax, Mayor

ATTEST:


 Teresa Valdez, City Secretary

MINUTES OF THECOMMISSIONERS' COURTJOINT SPECIAL WORKSHOP MEETING - MARCH 21, 2016

On the 21st day of March, 2016, there was a Joint Special Workshop Meeting of the Commissioners' Court in the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Aransas County, Texas, with the following members present: **C. H. "Burt" Mills, Jr.**, County Judge; **Jack Chaney**, Commissioner, Precinct 1; **Leslie "Bubba" Casterline**, Commissioner, Precinct 2; **Charles Smith**, Commissioner, Precinct 3; **Betty Stiles**, Commissioner, Precinct 4; and **Valerie K. Amason**, County Clerk.

Charles J. ("C.J.") Wax, Mayor for the City of Rockport; **James Russell (Rusty) Day, Jr.**, Council Member Ward #1; **Joe David ("J.D.") Villa**, Council Member Ward #2; **Patrick R. (Pat) Rios**, Mayor Pro Tem & Council Member Ward #3; **Barbara Gurtner**, Council Member Ward #4; and **Teresa Valdez**, City Secretary.

Other County Officers present were **Kristen Barnebey**, County Attorney; **Bill Mills**, Sheriff; **Carrie Arrington**, Office & Contracts Manager for the County Attorney's Office; **Lee Zapata**, Communications Center Administrator;

Other City Officers and Employees present were **Kevin Carruth**, City Manager; **Mike Donoho**, Public Works Director; **Tim Jayroe**, Chief of Police;

Also present were **Brian Olsen**, Unopposed Candidate for Precinct 3 Commissioner in upcoming General 2016 Election; **Jimmy Kendrick**, Fulton Mayor; and **Rebecca Perez**, with the Coastal Bend Herald Newspaper;

The Meeting was convened at 9:00 a.m. at which time a quorum was declared by Mayor Wax, for the City Council and by Judge Mills for

the Commissioners' Court, WHEREUPON, the following proceedings were had and done to wit:

AGENDA FOR DISCUSSION

Hear and deliberate on Interlocal Agreements:

- a. Animal Control
- b. Community Aquatic Park
- c. Dispatch
- d. Extra-Territorial Jurisdiction (ETJ) Regulation
- e. Jail Services
- f. Juvenile Case Manager
- g. Restaurant Health Inspection Services
- h. Roads & Drainage
- i. Septic Systems
- j. Subdivision Regulation

Judge Mills suggested that there were a few items that he thought they should get out of the way first, Items f & g.

Item (f.) Juvenile Case Manager - Mayor Wax stated concerning item f. the only thing I think we noticed was the auto-renewal was taken out of the agreement where it had been there before.

There was then some confusion concerning the Commissioners Court and Council Members not having the same paperwork in front of them. Future procedure was then discussed as to contact persons and also the manner of sending and receiving information by e-mail and each party would set up their e-mail to get a return receipt verification. The City Secretary would receive for the City with a copy sent to Kevin Carruth and the County Attorney's Office would receive for the County with a copy to Judge Mills. It was then decided that the auto renewal would be put back in

to this agreement and that all agreements on this agenda would be changed to reflect the 60 day clause for a written notice to withdraw. Commissioner Smith also stated that Section 5 needed to be changed which relates to this process.

Item (g.) Restaurant Health Inspection Services was accepted as written with the addition of auto renew in this one also. Revised documents will be sent to appropriate contact persons as previously stated.

Commissioner Smith also suggested that all renewal agreements be signed off on by July 31 of each year, so that they can automatically be included in the budgets with the effective dates staying the same and the signature dates changing each year.

Item (i.) Septic Systems accepted with the same changes, 60 days and auto renewal with invoicing fees to be sent monthly instead of quarterly and any open information be sent to the same contacts as previously stated.

Item (h.) Roads & Drainage - Commissioner Stiles questioned change in this agreement. Kevin Carruth pointed out that the seal coat project is the most costly part of this process. Mayor Wax stated that if any party wants to make changes in an agreement they need to red line the other parties involved. Agreement for same auto renewal and 60 days written notice. Mayor Wax stated that the City would take the responsibility to make sure these documents are sent correctly and clarified that the originals for any changes on this item would be sent to the County Judge and the City Manager and copies to County Attorney & City Secretary. Commissioner Chaney raised his concern about emergency cases where roads might be destroyed due to heavy flooding, etc. Commissioner Smith stated that Road and Bridge

could not perform these repairs, according to state regulation, without Commissioners' Court approval and an Emergency Meeting could be called for these purposes.

The county attorney brought up that a top signatory and signature line needed to be added to this agreement and they would need a redlined copy.

Item (a.) Animal Control - Commissioner Smith pointed out that the 90 day clause needed to be changed to 60 days and the standard auto renewal added. He also pointed out that this was the first time he had seen Provision 4c pertaining to the adjustment and re-invoicing of the cost of operation for period covered by agreement based on annual audit of Aransas County. Other concerns were raised about who was responsible for disposing of carcasses on roadways. The carcasses weighing over 25 lbs. would have to be moved by the Road & Bridge Department with the use of a back-end loader. Mayor Kendrick stated that they usually take care of their own calls but have asked the county for assistance on occasion. One City employee commented that there were contamination issues in using their maintenance trucks to transport carcasses because of the trucks being used to haul water pipes. Commissioner Smith stated that according to Texas Health & Safety Code Section 361.117, counties and municipalities may dispose of carcasses killed on county or municipal roadways by burying the carcass on property owned by the entity that is responsible for the road maintenance and since the City does very little road repairs how do we come to an agreement? Commissioner Chaney asked Lee Zapata about how many calls dispatch receives per year concerning carcasses. She responded that she did not have this information but she could take a count of the calls and forward the information to the Mayor and the County Judge. The Judge stated that the Animal

Control Department now has a software program that will keep a better record of how many animals are picked up or dropped off and in whose jurisdiction they were located or found.

Commissioner Chaney commented that a decision needs to be made on the measure we are going to use to decide on costs to the other entities. Commissioner Smith responded, a flat fee, go back to the percentage from July to June and get the number to set for this year and Section 4a states that a proposed budget will be prepared by the Aransas County Judge and furnished to the City and the Town of Fulton by no later than June 30th. The entities input may be considered by Commissioners' Court in its approval of the Animal Control Budget. Commissioner Chaney added that the proposed budget shall be accompanied by a narrative with sufficient detail of explanations.

Mayor Wax suggested that they delete Item 1 and re-number 2 & 3. All were in agreement and as in previous items make a change on the written notice time to 60 days.

Item (b.) Community Aquatic Park - Commissioner Chaney stated that a monthly pool report is being kept for determining who uses the pool. The price change, implemented in January, from \$3.33 to an even \$4.00 a visit for the months of June and July is easier to calculate during this busy season. This change does not affect our residents who purchase yearly memberships. We also have punch cards available for visitors.

Commissioner Smith commented that according to the last numbers I saw, over 75% of usage occurred in June and July. Those two months are extremely busy and I can understand the problems with getting information as to tracking statistics in those months.

Commissioners' Court - Page 6

March 21, 2016

Councilman Villa stated that they have staff members, every once in a while, go out to the pool and take counts of people and where they reside.

Mayor Kendrick offered that the main stand taken for building the pool was providing a community pool for Aransas County and also having availability for our tourists, a decision needs to be made on who's going to own, operate, etc. and I think we need to incorporate everything we can into this pool. The YMCA is looking to submit a proposal on managing our pool and he vowed that he would not endorse separation from what we are currently doing. We need to support this pool, it's not fair to the county and it's not fair to the people who have raised money to help keep it open.

Commissioner Smith agreed that we have a lot of issues and since it's seasonal, keeping it open all year is always a concern, but my suggestion is to keep the agreement as it is written for this year.

Commissioner Casterline stated that we do not have a proposal at this time and I think we are spinning our wheels on speculation.

Kevin Carruth commented that the life cycle of the facility and the maintenance of the pool has greatly increased; the City is at a deficit and it's concerning to me that the City is going to have to take up matters that are going to be coming due.

Mayor Kendrick explained that there is going to be expenses down the road and that we should all take the responsibility and not push it all on the City.

Councilman Rios commented that YMCA management will help out on the pool.

Commissioners' Court - Page 7

March 21, 2016

Mayor Wax stated that he thinks we should extend this agreement and if either party wants to change something there will be time to do it.

Item (c.) Dispatch - Commissioner Chaney asked, are we pretty much together on the pro-rata shares? Responses - yes.

Kevin Carruth stated that differences were sent to the County with Rockport's responses. The City of Fulton had 1,026 calls but they fall under the Fulton Agreement. The counties numbers stayed the same.

Mayor Wax commented that this agreement was auto renewed.

Discussion was had concerning the substantial pay raises given to Dispatch and the County not being notified, which created a problem with the budget.

Commissioner Smith stated that there needs to be procedures on notification of any substantial changes.

Agreed changes were decided to include changing 120 days to the 60 day written notice clause and leaving lines 39-41 in agreement.

Mayor Wax agreed to take it on himself to notify proper contacts of any further changes.

Meeting adjourned for a 5 minute break at 10:48 a.m.

Meeting resumed at 10:58 a.m.

Item (e.) Jail Services - Judge Mills pointed out the change needed on 60 day clause and Mayor Wax confirmed.

Judge Mills also referred to a change needed on Item 4 on Page 2 of the Agreement.

Mayor Wax advised that under C. General Provisions in paragraph 2, the City deleted the paragraph entirely because the Sheriff has all responsibilities for policy, procedures and services provided by jail and the City has no part in it. Sheriff Mills agreed.

Item (d.) Extraterritorial Jurisdiction (ETJ) Regulation - Commissioner Smith inquired if the City has adopted the B&P recommended practices for Clean Water Runoff, if proper measures are not taken we take the chance of losing seagrass. Mayor Wax said he does not recall, but the City is having a workshop in April to decide on their Master Drainage Plan and once the plan is approved at the end of May they will provide a copy to the County.

There was discussion on each entities responsibility for the City's first one-half mile and the County's second one-half mile regulation of floodplain and stormwater management, to insure minimizing conflicts in overlapping jurisdictions.

Commissioner Smith then asked if the City had built in B&P's in the drainage requirements and Mr. Donoho responded, yes.

Commissioner Smith stated, timely adoption is what is needed and Commissioner Casterline added, a more stringent set of rules by the County and the City are what is necessary.

Mayor Wax agreed we need to establish responsibilities and Judge Mills stated he did not have a problem with this agreement and proposal.

Item (j.) Subdivision Regulation - Mayor Wax stated the City had established in its ETJ that less than fifty percent of a property extends past that jurisdiction then it falls under the City; if fifty percent falls past the ETJ then the County has jurisdiction.

Commissioners' Court - Page 9

March 21, 2016

There was then some discussion between the County Attorney's Office and Judge Mills concerning lines 31 - 34, regulation of permits for onsite septic facilities and the County Attorney's office stated that they would re-write this.

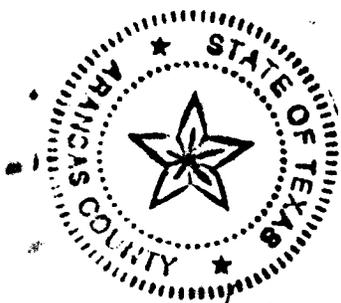
Motion was made by Councilman, Villa and seconded by Councilman Rios to adjourn the meeting for the City of Rockport.

Motion was made by Commissioner Smith and seconded by Commissioner Casterline to adjourn for Aransas County.

Meeting was adjourned at 11:25 a.m.



C. H. "BURT" MILLS, JR., COUNTY JUDGE



VALERIE K. AMASON,

EX-OFFICIO CLERK OF THE

COMMISSIONERS' COURT

THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

INTERLOCAL COOPERATION AGREEMENT
CITY OF ROCKPORT and TOWN OF FULTON – ANIMAL CONTROL

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS ("COUNTY"), the CITY OF ROCKPORT ("CITY"), and the TOWN OF FULTON ("TOWN"), each a political subdivision of the State of Texas, each acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements,

WHEREAS, the governing bodies of the COUNTY, CITY, and TOWN all wish to provide their residents with adequate animal control services; and

WHEREAS, COUNTY, CITY, and TOWN have determined that all three entities respectively benefit by performing the governmental functions and by funding the performance of governmental functions hereinafter described; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY, CITY, and TOWN agree to the following:

1. The Animal Shelter, located at 872 Airport Road, shall be operated in a manner that meets the State Department of Health standards. The Aransas County Judge will act as manager with COUNTY, CITY and TOWN furnishing technical assistance, in-kind labor, and other assistance. The Ordinances of COUNTY, CITY, and TOWN will be upheld.
2. COUNTY will operate the facility and provide animal control service for CITY and TOWN, as well as COUNTY. The Aransas County Judge will select COUNTY'S Animal Control Officer, and CITY and TOWN will designate that same person as its Animal Control Officer.
3. COUNTY Animal Control Services include, but are not limited to:
 - a) Responding to calls for service by residents of the COUNTY, CITY and TOWN, and
 - b) Providing traps to COUNTY, CITY and TOWN residents for the capture of stray animals.
4. The removal and proper disposal of dead animals from the public right-of-way shall be the responsibility of CITY and TOWN. The removal and proper disposal of dead animals from county roads shall be the responsibility of COUNTY.
5. A proposed budget will be prepared by the Aransas County Judge and furnished to CITY and TOWN no later than June 30, and CITY's and TOWN's input may be considered by COUNTY in its approval of the Animal Control Budget. The proposed budget shall include a narrative in sufficient detail to explain positive or negative differences between proposed line items and the line item amounts from the previous fiscal year. It shall also include field call percentages by jurisdiction.
6. Beginning in the first year of this Agreement, COUNTY will invoice CITY a monthly flat fee of

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\$8,550.00 and will invoice TOWN a monthly flat fee of \$2,750.00. Payment shall be made to Aransas County within 30 days from date of invoice. Flat fee adjustments for subsequent years will be based on the #5 above.

7. Any adjustment and re-invoicing of the cost of the operation for the period covered by this Agreement will be based upon the annual audit of Aransas County.

8. The contractual relationship created in this Agreement shall commence on January 1, 2016, and may terminate on December 31, 2016, if one party provides the other parties with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.

9. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change.

10. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless the parties are otherwise notified in writing by one of the other parties of an address or contact change:

CITY: City Manager 622 E. Market Street Rockport, TX 78382 COUNTY: County Judge 301 N. Live Oak Street Rockport, TX 78382

TOWN: Mayor P.O. Box 1130 Fulton, TX 78358

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

11. Requests from one party to another party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

12. This Agreement constitutes the entire Animal Control Interlocal Cooperation Agreement between COUNTY, CITY, and TOWN. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of all parties.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT on the 25th of April, 2016.

ATTEST: ARANSAS COUNTY

VALERIE K. AMASON, COUNTY CLERK C.H. "BURT" MILLS, Jr., COUNTY JUDGE PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the of

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ATTEST:

CITY OF ROCKPORT

TERESA VALDEZ, CITY SECRETARY

CHARLES J. WAX, MAYOR

PASSED AND APPROVED BY FULTON TOWN COUNCIL on the _____ of _____, 2016.

ATTEST:

TOWN OF FULTON

JAN HILL, TOWN SECRETARY

JAMES KENDRICK, MAYOR

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THE STATE OF TEXAS
COUNTY OF ARANSAS

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT
COUNTY, CITY, TOWN - COMMUNITY AQUATIC & SKATE PARK**

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS ("COUNTY"), the CITY OF ROCKPORT ("CITY"), and the TOWN OF FULTON ("TOWN"), each a political Subdivision of the State of Texas, each acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, the governing bodies of the COUNTY, CITY, and TOWN all wish to provide local recreational programs and opportunities to benefit its residents; and

WHEREAS, there has been a broad and coordinated community effort through private donations, state agency funds, and tax dollars to develop and build our Community Aquatic & Skate Park with its year-round 8-lane competitive swimming pool with diving area, children's pool, bathhouse, modular skate park, picnic area, and playground ("POOL PROJECT"); and

WHEREAS, it is necessary to expend ongoing funds for the annual maintenance and operation thereof; and

WHEREAS, COUNTY, CITY, and TOWN all believe that a long-term financial commitment towards the annual maintenance and operation of the POOL PROJECT is in the best interest of the taxpayers and that all citizens—and their children—will benefit from such a commitment.

NOW, THEREFORE, COUNTY, CITY, and TOWN, in a show of their continued, long-term support and commitment to the POOL PROJECT, agree to the following:

- COUNTY commits to a sum not to exceed thirty thousand dollars (\$30,000), payable at a rate of two thousand five hundred dollars (\$2,500.00) per month from current revenues, to be expended specifically on POOL PROJECT required maintenance and operation.
- CITY commits to a sum not to exceed fifty-five thousand dollars (\$55,000), payable at a rate of four thousand five hundred eighty-three dollars and thirty-three cents (\$4,583.33) per month from current revenues, to be expended specifically on POOL PROJECT required maintenance and operation.
- TOWN commits to a sum not to exceed seven thousand dollars (\$7,000), payable at five hundred eighty-three dollars and thirty-four cents (\$583.34) per month from current revenues, to be expended specifically on POOL PROJECT required maintenance and operation.
- As current Executive Agent for POOL PROJECT, CITY will invoice COUNTY and TOWN monthly according to the above commitments and COUNTY and TOWN will pay CITY within 30 days after the date of invoice.
- The Executive Agent shall keep financial and other sufficiently detailed records for POOL PROJECT and shall cause the POOL PROJECT to be included in the Executive Agent's annual audit. Such independent audit shall be classified as an operation expense and shall follow generally accepted accounting principles, the results of which shall be timely provided to COUNTY, CITY, and TOWN.

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6. The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other parties with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.

7. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change.

8. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless the parties are otherwise notified in writing by one of the other parties of an address or contact change:

<u>COUNTY:</u> County Judge	<u>CITY:</u> City Manager
<u>301 N. Live Oak Street</u>	<u>622 E. Market Street</u>
<u>Rockport, TX 78382</u>	<u>Rockport, TX 78382</u>

<u>TOWN:</u> Mayor
<u>P.O. Box 1130</u>
<u>Fulton, TX 78358</u>

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

9. Requests from one party to another party for information concerning this Agreement and the POOL PROJECT shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

10. This Agreement constitutes the entire Community Aquatic & Skate Park Interlocal Cooperation Agreement between COUNTY, CITY, and TOWN. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of all parties.

PASSED AND APPROVED by ARANSAS COUNTY COMMISSIONERS COURT on the 25th day of April, 2016.

ATTEST: ARANSAS COUNTY:

VALERIE K. AMASON, COUNTY CLERK C. H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED by ROCKPORT CITY COUNCIL on the _____ of _____, 2016.

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CITY OF ROCKPORT:

TERESA VALDEZ, CITY SECRETARY

CHARLES J. WAX, MAYOR

PASSED AND APPROVED by FULTON TOWN COUNCIL on the _____ of _____ 2016.

ATTEST:

TOWN OF FULTON:

JAN HILL, CITY SECRETARY

JAMES KENDRICK, MAYOR

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THE STATE OF TEXAS
COUNTY OF ARANSAS

KNOW ALL BY THESE PRESENTS:

INTERLOCAL COOPERATION AGREEMENT,
COUNTY, CITY, TOWN – DISPATCHING SERVICES

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS ("COUNTY"), the CITY OF ROCKPORT ("CITY"), and the TOWN OF FULTON ("TOWN"), each a political Subdivision of the State of Texas, each acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, the governing bodies of the COUNTY, CITY, and TOWN, agree to operate a joint dispatching service,

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY, CITY, and TOWN agree to the following:

- The Dispatching Services will include the dispatching of the Sheriff's Office, City Police Department, Town Police Department, Emergency Management, DPS, Fire, 911, Emergency Medical Services, Fulton Volunteer Fire Department, Fulton Compliance Officer, Rockport Volunteer Fire Department, Lamar Volunteer Fire Department, and all other calls, including all State Agencies, for public service which reach the Dispatch Service Center. It will also include the hiring, training, employment and, if necessary and advisable, termination of all Dispatch Service employees. It will also include reception services for the law enforcement bodies.
- The guidelines, policies and procedures for the operations of the Dispatching Services will be directed by a Dispatching Services Board (the Board) composed of the Sheriff, the City Police Chief, the Town Police Chief, and the President of Aransas County Emergency Corp. The Communications Center Administrator will be an ex-officio member of the Board. The Dispatching Services Board will meet as often as is required but no less than twice each calendar year. A Dispatching Services Board meeting can be called by any one of the four members. If the Board cannot reach a consensus, the issue in question will be referred to the County Judge, the City Mayor, and the Town Mayor for resolution.
- The annual budget will be constructed by the Communications Center Administrator, reviewed by the Dispatching Services Board, and then recommended to the City of Rockport, the Aransas County Commissioners Court, and the Town of Fulton Council, on or before July 15th of each calendar year for their review, revision if necessary, and approval. The budget will include all costs of Dispatching Services including staffing, supplies, equipment, furniture and software. Dispatching Services staff will be CITY employees and, as such, will be remunerated based on the payroll and benefits policies of CITY and required to comply with the personnel policies of CITY. The Dispatch Services will be centrally located at offices to be provided for Dispatch Service by the COUNTY, CITY, and TOWN.
- CITY will invoice COUNTY and TOWN on a monthly basis, in advance, their pro rata share of expenses based on the approved budget and each entity's history of law enforcement calls generated by jurisdiction for the 12 month period ending June 30th of the most current year. Likewise, COUNTY will invoice CITY and TOWN on a monthly basis their pro rata share of expenses for supplies, equipment, furniture, and software. Invoices shall be submitted by the 15th of each month with payment made within 30 days from the date of invoice.
- Any amendments to the budget during the budget calendar year must be approved by all three

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entities before any changes can be made to monthly billings.

6. The pro rata share distribution for 2016 is CITY 50.9%, COUNTY 41.2%, and TOWN 7.9%.

7. The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other parties with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.

8. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change:

9. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless the parties are otherwise notified in writing by one of the other parties of an address or contact change:

COUNTY: County Judge CITY: City Manager
301 N. Live Oak Street 622 E. Market Street
Rockport, TX 78382 Rockport, TX 78382

TOWN: Mayor
P.O. Box 1130
Fulton, TX 78358

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

10. Requests from one party to another party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

11. This Agreement constitutes the entire Dispatching Services Interlocal Cooperation Agreement between COUNTY, CITY, and TOWN. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of all parties.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT on the 25th of April, 2016.

ATTEST: ARANSAS COUNTY:

VALERIE K. AMASON, COUNTY CLERK C.H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the _____ of _____ 2016.

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ATTEST: CITY OF ROCKPORT,

TERESA VALDEZ, CITY SECRETARY, CHARLES J. WAX, MAYOR

PASSED AND APPROVED BY FULTON TOWN COUNCIL on the of 2016

ATTEST: TOWN OF FULTON,

JAN HILL, TOWN SECRETARY, JAMES KENDRICK, MAYOR

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Approved by Fulton Town Council and signed the day of , 2015.

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THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT,
CITY OF ROCKPORT, JAIL SERVICES**

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the COUNTY OF ARANSAS, a political subdivision of the State of Texas, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the CITY OF ROCKPORT, a Home Rule City within Aransas County, Texas, hereinafter called "CITY," acting by and through its duly elected and qualified Mayor, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, it has been determined by the Commissioners Court of Aransas County, Texas, and the City Council of Rockport, Texas, that both COUNTY and CITY respectively benefit by performing the governmental functions and by funding the performance of governmental functions hereinafter described; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY and CITY agree to the following:

A. CONTRACTUAL RELATIONSHIP

- COUNTY will deliver and CITY will utilize and pay for the governmental functions and services described in this Agreement from their available current revenues. Notwithstanding provision C.3 (below), this agreement will terminate in the event sufficient funds are not appropriated by the Aransas County Commissioners' Court to meet COUNTY'S service obligations herein, or if sufficient funds are not appropriated by Rockport City Council to meet CITY'S fiscal obligations herein, in any given fiscal year. In such event, the terminating party agrees to give the non-terminating party sixty (60) days' written notice prior to such termination.
- The authority of each political subdivision to perform contractual service/s under this Agreement includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing or utilizing and paying for the service/s of this Agreement.

B. JAIL AND DETENTION SERVICES

- During the existence of this contractual relationship, COUNTY shall maintain a detention facility (a jail) which will, as nearly as possible, conform to the physical and operational requirements of the State Commission on Jail Standards.
- COUNTY, through its agent, the Aransas County Sheriff, agrees to accept and admit into the Aransas County Detention Center ("JAIL") all persons arrested by CITY—except for persons determined to be medically unacceptable in accordance with the then current jail policy for Aransas County. Also, this agreement pertains only to persons arrested for offenses within the sole jurisdiction of the CITY Municipal Court. Persons incarcerated and detained for warrants or offenses beyond the jurisdiction of CITY Municipal Court (e.g. persons with Class C offenses under the jurisdiction of the Justice of the Peace or other jurisdictions, or who are brought in by the Town of Fulton, or who have Class B or higher offenses pending against them) shall not be considered CITY prisoners.

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The contractual relationship created in this Agreement shall commence on January 1, 2015, and may terminate on December 31, 2015, if one party provides the other party with a minimum of thirty (30) days' written notice of termination to the other party. ¶

Without delivery of such a timely written termination notice, however, this Agreement shall automatically renew for an additional one year period, each subsequent year, on January 1 of the then current year and end on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely. ¶

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3. CITY agrees to pay COUNTY a Daily [Daily is defined as a twenty-four (24) hour period that constitutes a calendar day] fee of fifty-five dollars (\$55.00) per inmate per day. The exception to this Daily fee, however, may be the fee charged for a prisoner on the day of their booking. CITY shall pay COUNTY a booking fee of forty dollars (\$40.00) for each of CITY's prisoners booked into JAIL after January 1, 2015. Such booking fee shall cover the cost of both booking and holding a prisoner for an initial period of up to six (6) hours—even if that initial period begins on one calendar day and ends on the next. If a prisoner remains incarcerated at the jail beyond six (6) hours from the time of their initial booking, though, and those six (6) hours all occur during a single calendar day, CITY agrees to pay COUNTY their regular Daily fee of fifty-five dollars (\$55.00) in lieu of the discounted forty dollar (\$40.00) rate for that inmate's first day. All subsequent days—or subsequent parts of days—will continue to be charged at the agreed upon Daily rate of fifty-five dollars (\$55.00) per inmate per day.
4. COUNTY will invoice CITY monthly for amounts due, and CITY will pay COUNTY's monthly invoice within thirty (30) days from the date of invoice.
5. COUNTY, through its agent, the Aransas County Sheriff, shall furnish medical services to CITY prisoners pursuant to the COUNTY's Health Services Plan document on file with the Texas Commission on Jail Standards. However, if and when a CITY prisoner receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of the basic health services provided under the filed plan document, Jail Management shall give timely verbal notice to the City Police Chief or, in the absence of the City Police Chief, to the City Manager, to alert them to the medical care and treatment. If neither person is available, such notice shall be given to the City/County Dispatcher on duty. Unless a CITY prisoner is released on bond prior to receiving COUNTY-provided medical care and treatment, CITY agrees to reimburse COUNTY for reasonable expenses incurred for such medical care.
6. It is specifically agreed that the County's jail facilities shall remain under the control of the Commissioners' Court of Aransas County, Texas, and that the Aransas County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over County jail operations. CITY shall have no control over the maintenance and operation of COUNTY'S jail facilities; CITY shall also have no control over the hiring, discharge, training, or utilization of jail personnel.
7. During a period of emergency, e.g.: in the event of an impending weather disaster, or in times of when the jail facility becomes overcrowded, or if other conditions arise which make it necessary for the Sheriff to restrict the number of prisoners placed within the facility, COUNTY, through its agent, the Aransas County Sheriff, may decline to imprison persons charged with a Class C misdemeanor in the CITY's Municipal Court.

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C. GENERAL PROVISIONS

1. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City of Rockport, Texas. By the execution of this contract, neither COUNTY nor CITY waives, modifies, or effects the availability of the defense of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY concerned, the City of Rockport, Texas Charter.
2. If any provision or part of this Agreement, for any reason, is deemed to be invalid, illegal, or unenforceable in any respect, all remaining provisions shall continue to be valid and binding upon the parties.
3. The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other party with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same

year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.

- 4. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change:

CITY: City Manager	COUNTY: County Judge
622 E. Market Street	301 N. Live Oak Street
Rockport, TX 78382	Rockport, TX 78382

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

- 5. Requests from one party to the other party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

- 6. This Agreement constitutes the entire Jail Services Interlocal Cooperation Agreement between COUNTY and CITY. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of both COUNTY and CITY.

PASSED AND APPROVED by ARANSAS COUNTY COMMISSIONERS COURT on the 25th day of April 2016.

ATTEST: ARANSAS COUNTY

VALERIE K. AMASON, COUNTY CLERK C.H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the of 2016.

ATTEST: CITY OF ROCKPORT

TERESA VALDEZ, CITY SECRETARY CHARLES J. WAX, MAYOR

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ATTEST: COUNTY OF ARANSAS, TEXAS¶

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Notary Public, State of Texas¶

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THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

INTERLOCAL COOPERATION AGREEMENT
CITY OF ROCKPORT, TOWN OF FULTON, and ACISD – JUVENILE CASE MANAGER

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS ("COUNTY"), the CITY OF ROCKPORT ("CITY"), the TOWN OF FULTON ("TOWN"), and ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT ("DISTRICT"), each a political subdivision of the State of Texas, each acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, the governing bodies of COUNTY, CITY, TOWN, and DISTRICT all wish to provide the services of a Juvenile Case Manager for their respective jurisdictions and have determined that it would be in the best interest of all four entities to work together to provide and fund these services; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY, CITY, TOWN, and DISTRICT agree to the following:

- The parties hereto mutually agree to fund a Juvenile Case Manager and an office in an amount not to exceed \$50,000 annually.
- The annual expense of the Juvenile Case Manager and office shall be borne between the parties as follows:

COUNTY: 30% of the total not to exceed \$15,000 CITY: 30% of the total not to exceed \$15,000
TOWN: 10% of the total not to exceed \$5,000 DISTRICT: 30% of the total not to exceed \$15,000

COUNTY will invoice the other parties monthly for the actual expense incurred and owed, and payment will be due 30 days after date of invoice. Each party certifies that current funds are available for payments.

- The Juvenile Case Manager shall be an employee of COUNTY but shall also serve the needs of CITY's Municipal Court System, TOWN, and DISTRICT pertaining to juveniles.
- The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other parties with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.
- All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change:

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

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

TOWN: Mayor
 P.O. Box 1130
 Fulton, TX 78358

ACISD: School Board President
 P.O. Box 907
 Rockport, TX 78381

6. Requests from one party to another party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

7. This Agreement constitutes the entire Juvenile Case Manager Interlocal Cooperation Agreement between COUNTY, CITY, and TOWN. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of all parties.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT on the 25th of April, 2016.

ATTEST: ARANSAS COUNTY:

 VALERIE K. AMASON, COUNTY CLERK

 C.H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the _____ of _____
 2016.

ATTEST: CITY OF ROCKPORT:

 TERESA VALDEZ, CITY SECRETARY

 CHARLES J. WAX, MAYOR

PASSED AND APPROVED BY FULTON TOWN COUNCIL on the _____ of _____
 2016.

ATTEST: TOWN OF FULTON:

 JAN HILL, TOWN SECRETARY

 JAMES KENDRICK, MAYOR

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PASSED AND APPROVED BY ACISD SCHOOL BOARD on the _____ of _____, 2016.

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JUNE ANNE ASHLEY, SECRETARY JACK WRIGHT, BOARD PRESIDENT

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ARANSAS COUNTY
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THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT
CITY OF ROCKPORT, RESTAURANT HEALTH INSPECTION SERVICES**

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS, a political subdivision of the State of Texas, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the CITY OF ROCKPORT, a Home Rule City within Aransas County, Texas, hereinafter called "CITY," acting by and through its duly elected and qualified Mayor, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, it has been determined by the Commissioners Court of Aransas County, Texas, and the City Council of Rockport, Texas, that both COUNTY and CITY respectively benefit by performing the governmental functions and by funding the performance of governmental functions hereinafter described; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity; and

WHEREAS, Section 121.003(b), Texas Health and Safety Code, authorizes Interlocal Cooperation Agreements in accordance with Article 791.001 et seq. V.T.C.A. Government Code between Cities and Counties to provide health related services; and

WHEREAS, COUNTY and CITY desire to enter into an agreement to allow COUNTY to provide the health related services and to charge recipients of the services for said services (by establishing a permitting and fee system where appropriate);

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY and CITY agree to the following:

- CITY authorizes COUNTY to act as its representative and regulatory authority in all commercial and non-commercial food service operations and to assist in communicable disease investigation.
- COUNTY agrees to act as CITY's authorized representative and regulatory authority in all commercial and non-commercial food service operations and to assist in communicable disease investigation. COUNTY agrees to charge recipients of the services in an amount authorized by the Commissioners Court of COUNTY and to be responsible for the collection of charges (and issuance of permits).
- The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other party with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.
- All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change:

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CITY: City Manager COUNTY: County Judge
622 E. Market Street 301 N. Live Oak Street
Rockport, TX 78382 Rockport, TX 78382

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

5. Requests from one party to the other party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

6. This Agreement constitutes the entire Restaurant Health Inspection Services Interlocal Cooperation Agreement between COUNTY and CITY. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of both COUNTY and CITY.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT on the 25th of April, 2016.

ATTEST: ARANSAS COUNTY

VALERIE K. AMASON, COUNTY CLERK C.H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the of 2016.

ATTEST: CITY OF ROCKPORT

TERESA VALDEZ, CITY SECRETARY CHARLES J. WAX, MAYOR

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THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL COOPERATION AGREEMENT
CITY OF ROCKPORT – ROADS/DRAINAGE**

This INTERLOCAL COOPERATION AGREEMENT, ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS, a political subdivision of the State of Texas, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the CITY OF ROCKPORT, a Home Rule City within Aransas County, Texas, hereinafter called "CITY," acting by and through its duly elected and qualified Mayor, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, it has been determined by the Commissioners Court of Aransas County, Texas, and the City Council of Rockport, Texas, that both COUNTY and CITY respectively benefit by performing the governmental functions and by funding the performance of governmental functions hereinafter described; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY and CITY agree to the following:

- COUNTY agrees to provide personnel, equipment and materials for the purposes of construction, improvement, maintenance, and/or repair of any street, alley, parking or drainage within the corporate city limits of the City of Rockport, subject to the approval of the County Engineer and provisions set forth in the following sections of this Agreement.
- All charges for work approved and performed for CITY will be based on materials, equipment charges and labor, including overhead (payroll taxes, health insurance, retirement, etc.). Labor charges will be determined by personnel working on the job site documented by daily worksheets. The labor rate will be based on personnel salary at the time of work performed. All charges for material will be based on summaries documented by the daily worksheets. Loose material quantities will be based on estimated capacities of vehicles and number of loads hauled. Charges for material will be based on actual cost to COUNTY, whether delivered to the County Service Center at 1931 FM 2165 or directly to job site. Material charges will include any and all expenses associated with delivery to the designated site. Equipment charges will be based on hourly rates that will cover the costs of equipment over their useful life. It is COUNTY's intent that the total charges will reflect County costs as closely as possible. Fuel charges will be calculated by filling equipment prior to moving it to the designated job then refilling the equipment after it has left the job and computing the difference. The per-gallon price of the fuel will be based on the last delivered price to the Aransas County Service Center.
- CITY agrees to provide construction water at a convenient location at no charge to COUNTY, or will make arrangements with the local utility for the water if it is deemed necessary to provide the service requested by CITY.
- CITY will have the right to supplement labor, equipment or materials to offset project costs with the approval of the County Engineer.
- The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. During the performance of

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requested services CITY will be required to provide a responsible employee to verify performance, clarify ambiguities and act as intermediary to the public. COUNTY shall not be considered an agent, employee, or borrowed servant of CITY.

- 6. The parties further agree that such work will be performed in a workmanlike manner, but COUNTY grants no warranties of any kind to CITY or any third party.
- 7. During the term of this Agreement, work requests will only be received from an agent of CITY authorized by the City Manager. The request for work will be submitted to the County Engineer. The work request will be submitted in writing which will include the type, location, and time frame of the assistance requested pursuant to the conditions of this Agreement. It is expressly understood between the parties that COUNTY shall have no authority or obligation to provide any service or work on any City street, alley or property not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work be completed subject to the work schedule of the County Road and Bridge Department. Any work requests that are supplemental to the original request will be accompanied by written follow-up documentation. Failure to furnish the required follow-up documentation will not eliminate CITY's obligation to provide payment for said supplemental services. The seal coat program will be completed by October 1 of each year.
- 8. To the extent authorized by law, the City of Rockport hereby agrees to assume the risk of, defend, hold harmless, and fully indemnify COUNTY, its officers, agents and employees from any and all loss damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to person, arising in any manner from the performance of the above referenced work.
- 9. All materials, services, and charges therefore shall be paid for from current resources available to the paying parties. COUNTY shall provide to CITY a monthly detailed report showing the work provided under this Agreement and the charges allocated for said work. Payment schedules for such work will be determined prior to start. The payments will be monthly or by project as agreed by County Engineer and the City Manager. Bills for completed work will be paid for by CITY within thirty (30) days of the date of billing.
- 10. Purchase of materials (excluding fuel) not associated with contract work done by COUNTY will be charged at cost plus 10% to offset handling, preparation, and administrative costs. Fuel purchases will be reimbursed for the actual number of gallons used. The price per gallon will be equal to the costs paid by Aransas COUNTY for the fuel plus 5cents/gallon facility charge.
- 11. COUNTY and CITY may further agree to work in a cooperative effort whereby from time to time labor, materials and maintenance equipment may be exchanged when mutually convenient for the COUNTY and CITY on an emergency basis. The charges assessed to COUNTY for said service will be reimbursed as outlined in the above Sections 1 through 9.
- 12. The contractual relationship created in this Agreement shall commence on January 1, 2016 and may terminate on December 31, 2016, if one party provides the other party with a minimum of sixty (60) days' written notice of termination to the other party. Without delivery of such a timely written termination notice, however, the Agreement shall automatically renew for an additional one (1) year period, each subsequent year, beginning on January 1 of the then-current year and ending on December 31 of the same year, under the same terms (adjusted by date only according to the then-applicable calendar year), with the same services and consideration, and may continue indefinitely.
- 13. All notices, communications, and reports under this Agreement must be mailed or delivered to the respective parties at the addresses shown below, unless one party is otherwise notified in writing by the other party of an address or contact change;

CITY: City Manager

COUNTY: County Judge

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622 E. Market Street
Rockport, TX 78382

301 N. Live Oak Street
Rockport, TX 78382

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

14. Requests from one party to the other party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

15. This Agreement constitutes the entire Roads/Drainage Interlocal Cooperation Agreement between COUNTY and CITY. No amendment, modification, or alteration of the terms herein shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of both COUNTY and CITY.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT on the 25th of April, 2016.

ATTEST:

ARANSAS COUNTY:

VALERIE K. AMASON, COUNTY CLERK

C.H. "BURT" MILLS, Jr., COUNTY JUDGE

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the _____ of _____ of 2016.

ATTEST:

CITY OF ROCKPORT:

TERESA VALDEZ, CITY SECRETARY

CHARLES J. WAX, MAYOR

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THE STATE OF TEXAS §
COUNTY OF ARANSAS §

KNOW ALL BY THESE PRESENTS:

**INTERGOVERNMENTAL COOPERATION AGREEMENT
CITY OF ROCKPORT - SEPTIC SYSTEMS**

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the COUNTY OF ARANSAS, a political subdivision of the State of Texas, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the CITY OF ROCKPORT, a Home Rule City within Aransas County, Texas, hereinafter called "CITY," acting by and through its duly elected and qualified Mayor, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, it has been determined by the Commissioners Court of Aransas County, Texas, and the City Council of Rockport, Texas, that both COUNTY and CITY respectively benefit by performing the governmental functions and by funding the performance of governmental functions hereinafter described; and

WHEREAS, the exchange of such governmental functions will result in increased efficiency and economy to the citizens of each such governmental entity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, COUNTY and CITY agree to the following:

A. OBLIGATIONS OF THE COUNTY

1. COUNTY shall inspect private septic systems within the CITY, including but not limited to, evaluating septic systems. Such inspections shall comply with all present or future laws pertaining to the inspection and approval of private septic sewer systems within the State of Texas, including minimum state standards and local codes.
2. In the conduct of this business, COUNTY shall enforce rules and regulations, including fees.
3. COUNTY shall furnish all necessary equipment, supplies, materials, and personnel necessary to carry out its obligations under the terms of this Agreement and in accordance with any and all applicable federal, state, and local laws.
4. COUNTY will be responsible for maintaining any and all necessary insurance to cover damage to property and any personal injuries, which may result from the performance of COUNTY or its employees under the terms of this Agreement.

B. OBLIGATIONS OF THE CITY OF ROCKPORT

1. CITY will be responsible for assuring that permits are obtained from COUNTY as COUNTY requires, and that subsequent permits given by CITY for construction are not be issued until permits are first secured from COUNTY.
2. CITY agrees that permit fees will be in accordance with COUNTY's current fee schedule at the time of permit application.

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WHEREAS, the City of Rockport, Texas is

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PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the _____ of _____ 2016.

ATTEST: _____ CITY OF ROCKPORT.

TERESA VALDEZ, CITY SECRETARY

CHARLES J. WAX, MAYOR

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For and in reliance on the promises, covenants, and agreements contained herein, we execute this Agreement this _____ day of _____, 2011.

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CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 11

Deliberate and act on awarding bid for Bayshore Drive emergency shoreline repair project.

SUBMITTED BY: Public Works Director Mike Donoho

APPROVED FOR AGENDA: PKC

BACKGROUND: The high tide and high winds on April 17-18, 2016, accelerated the erosion of the shoreline on Bayshore Drive, between Curlew Drive and Albatross Lane. Some sections of the shoreline retreated by approximately two feet in those two days. Because of the sudden acceleration of the erosion and the onset of the 2016 hurricane season has placed public and private utilities as well as Bayshore Drive in danger of destruction, at its May 22, 2016, meeting Council declared an imminent threat to the public health and safety and authorized emergency repairs. Coast and Harbor Engineering prepared specifications for a temporary measure to halt the erosion that is within the US Army Corps of Engineers national permit 13 and solicited construction firms for bids.

The following three firms submitted bids:

1. Lester Contracting, \$186,875.00
2. Derrick Construction, \$207,498.65
3. JM Davidson, \$572,535.70

Lester Contracting has completed similar work in the past, including some in the Rockport area, and Coast and Harbor Engineering has worked successfully with the firm before. See the accompanying proposal and bid tabulation for additional details.

FISCAL ANALYSIS: Shoreline stabilization is an eligible use of hotel occupancy taxes. Expenses for the repairs will be charged to account 27-6602095. The year end fund balance, given anticipated revenues for the remaining year and existing obligations, should be \$1,089,049 or 530 operating days. If the expenditure is approved, it will lower the fund balance by approximately 79 days. The Council's fund balance goal is 365 days.

RECOMMENDATION: Staff recommends Council award the bid for the Bayshore Drive emergency shoreline repair project to Lester Contracting for \$186,875.00, as presented.



City of Rockport, Texas
Bay Shore Drive Emergency Shoreline Repair Project
Bid Breakdown

<i>Base</i>		<i>Bid Form</i>		<i>Lester Contracting</i>		<i>Derrick Construction</i>		<i>JM Davidson</i>	
Item No.	Description	Est. Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization and Demobilization	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 10,700.00	\$ 10,700.00	\$ 11,248.00	\$ 11,248.00
2	Construction Surveying	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 8,750.00	\$ 8,750.00	\$ 8,369.00	\$ 8,369.00
3	Excavation	700	CY	\$ 30.00	\$ 21,000.00	\$ 36.43	\$ 25,501.00	\$ 30.92	\$ 21,644.00
4	Revetment Stone	775	TONS	\$ 115.00	\$ 89,125.00	\$ 157.39	\$ 121,977.25	\$ 190.40	\$ 147,560.00
5	Existing Stone Re-use	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 350,756.00	\$ 350,756.00
6	Scour Protection Stone	210	TONS	\$ 115.00	\$ 24,150.00	\$ 154.40	\$ 32,424.00	\$ 130.59	\$ 27,423.90
7	Geotextile Fabric	2,020	SY	\$ 5.00	\$ 10,100.00	\$ 0.32	\$ 646.40	\$ 2.74	\$ 5,534.80
TOTAL					\$ 186,875.00		\$ 207,498.65		\$ 572,535.70



LESTER

CONTRACTING, inc.

81

General Contractors

Heavy Equipment • Excavating • Site Work • Erosion Control • Utilities • Concrete
P. O. Box 986 • Port Lavaca TX 77979 • (361) 552-3024 • FAX (361) 552-4049

June 21, 2016

City of Rockport, TX
622 E. Market Street
Rockport, TX 78382

Re: Bay Shore Drive Emergency Shoreline Repair Project

Dear Mr. Carruth:

Lester Contracting, Inc. is pleased to provide the enclosed proposal for your consideration. We have extensive experience in this type of project. We have been constructing shoreline projects similar to this project since the early 1980's. Below are several references as requested for your evaluation.

Project References:

Key Staff – Ken Lester, Jr. as Project Manager, Buddy Janca as Superintendent

Indian Point Shoreline Protection, Portland, TX - \$706,600.00, 7/14
Constructed stone shoreline protection and a stone breakwater – 4000 tons
Contact - Ronny McPherson, P.E. – Coastal Engineer with HDR
Phone – (361)696.3350, email - ronald.mcpherson@hdrinc.com

Moses Lake Shoreline Protection - \$450,000.00, 6/12
Constructed offshore stone breakwaters for shoreline protection – 4000 tons.
Contact – Chris Levitz with URS Corporation
Phone – (713)914-6353, Levitz, Chris [chris.levitz@urs.com]

Port Aransas Nature Preserve Shoreline Protection Repairs. - \$1,233,419, 12/13
Project consisted of preparation and installation of over 10,000 tons of stone.
Contact - Cameron Perry with HDR/Shiner Mosely
Phone – (361)857-2211, Fax – (361)857-7234, email – Cameron.perry@hdrinc.com

Port Aransas Nature Preserve Shoreline Protection. - \$2,433,781, 7/07
Project consisted of preparation and installation of over 20,000 tons of stone.
Contact - Cameron Perry with HDR/Shiner Mosely
Phone – (361)857-2211, Fax – (361)857-7234, email – Cameron.perry@hdrinc.com

Goose Island State Park Shoreline Protection and Habitat Rest. – \$1,394,405, 5/06
Project consisted of preparation and installation of 18,000 tons of stone for a groin construction project to protect critical marsh areas.
Owner – Texas Parks & Wildlife Department

Contact Engineer - Cameron.perry@hdrinc.com

Sylvan Beach Shoreline Protection and Beach Nourishment – \$3.4 Million, 3/09
Project Consisted of Rock Riprap Shoreline Protection and Beach Nourishment.
Approximately 45,000 Tons of Beach Sand were supplied and placed.

Owner – Texas General Land Office – Jason.Nezamabadi@GLO.STATE.TX.US

Engineer – URS Corporation – Chris.levitz@urs.com

Contact Engineer – Chris Levitz – (713)914-6353

Rockport Harbor Breakwater

Construction of a 900' Long Rock Groin for Shoreline Protection – 2/12

Approximately 8000 Tons of 30" Riprap was placed in the Groin

Owner – Aransas County Navigation District - [Keith Barrett \[aransasnav1@yahoo.com\]](mailto:Keith.Barrett@aransasnav1@yahoo.com)

Engineer – G&W Engineers – Joe Janda

Contact Engineer for Ref. – (361)552-4509, [Joe Janda \[jjanda@gwengineers.com\]](mailto:jjanda@gwengineers.com)

Key Staff – Ken Lester, Jr. and Buddy Janca as Superintendent

Numerous Erosion Control Projects for the Palacios Seawall Commission including
groin rehab, beach construction and shoreline revetment.

Engineer Contact – Ray Bridges with Urban Engineering

Phone (361)578-9836, email – rbridges@urbanvictoria.com

Methods of Construction:

On this project, we will truck the stone from a staging area near the jobsite. The stone will then be dumped directly in a material box designed to allow the excavator to pick up the stone with ease. The excavator will then place the stone in the template and shape per specifications. This approach should reduce stockpiling needs at the jobsite and minimize damage to the street and environment. We will utilize timber mats also to protect the street and landscaping. Surveys will be performed before and after placement to assure compliance with the plans. The GRR will be continuously monitored for quality and gradation.

Major Subcontractor Information:

At this time, no major subcontractors are being considered for this project.

Major Suppliers:

Gulf Coast Limestone, Seabrook, TX – Stone Supply

Geosolutions, Corpus Christi, TX – Geotextile Supply

Thank you for your consideration.

Respectfully Submitted,



Ken Lester, Jr. - President

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Hatch Mott MacDonald, 711 North Carancahua, Suite 909, Corpus Christi, Texas 78403
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied him or herself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents and the sensitive ecological nature of the Site.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	(BASE BID) Item Description	Unit	Estimated Quantity	Bid Unit Price [\$]	Bid Price [\$]
1	Mobilization and Demobilization	LS	1	19,000.00	19,000.00
2	Construction Surveying	LS	1	8,500.00	8,500.00
3	Excavation	CY	700	30.00	21,000.00
4	Revetment Stone	TON	775	115.00	89,125.00
5	Existing Stone Re-Use	LS	1	15,000.00	15,000.00
6	Scour Protection Stone	TON	210	115.00	24,150.00
7	Geotextile	SY	2,020	5.00	10,100.00
Total of BASE BID Unit Price Bid Items					\$ 186,875.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: NA [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Certificate of Worker's Compensation

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Standard General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

LESTER CONTRACTING, INC.

By:
[Signature]

K.L.

[Printed name]

KEN LESTER, JR.

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

Melissa Lester

[Printed name]

Melissa Lester

Title:

Vice President

Submittal Date:

JUNE 21, 2016

Address for giving notices:

P.O. BOX 986

PORT LAVACA, TX 77979

Telephone Number:

(361) 552-3024

Fax Number:

(361) 552-4049

Contact Name and e-mail address:

KEN LESTER, JR.

KEN@LESTERCONTRACTING.COM

Bidder's License No.:

(where applicable)

++ END OF BID FORM ++

SECTION 00 45 21

CERTIFICATE OF WORKER'S COMPENSATION

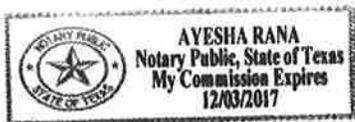
I certify that I am aware of the provisions of TEXAS state law which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that law, and I will comply with such provisions before commencing the performance of the work of the Construction Contract for which the Bid is being made to which this certificate is attached.

Dated: 6-21-16

Signature: *K. Lester, Jr.*
Print Name: KEN LESTER, JR.

Subscribed and sworn to me this 20th day of June, 2016

Ayesha Rana
Notary Public in and for the County of Calhoun, State of Texas.
My commission expires 12/03/2017.



CORPORATE RESOLUTION

I, Melissa L. Lester, Secretary of the LESTER CONTRACTING, inc. Company, a corporation of the STATE OF TEXAS, do hereby certify that I am keeper of the records and the minutes of the proceedings of the Board of Directors of said company, and that on the 24th day of April, 2003, there was a meeting of the Board of Directors of said Company, which was duly called and held in accordance with law, and the by-laws of the Company, and at which meeting a quorum of the Directors was present; and that at said meeting the following resolutions were duly and legally passed;

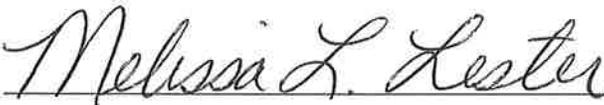
RESOLVED, That any one of the following named officers whose actual signatures are shown below acting for and on behalf of the Corporation hereby are authorized and empowered to Borrow Money, Execute Notes, Grant Security, Execute Security Documents, Negotiate Items and Execute all documents necessary for the transaction of business in the State of Texas.

BE IT FURTHER RESOLVED, That this resolution shall continue in force until notice to the contrary in writing is duly given.

Ken D. Lester, Jr.
PRESIDENT

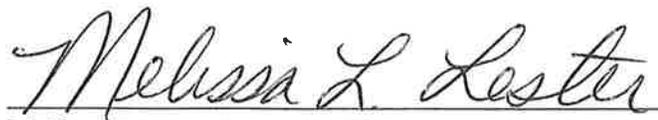


Melissa L. Lester
SECRETARY/TREASURER



IN TESTIMONY WHEREOF, I have hereunto set my hand on April 24, 2003 and attest that the signatures listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:



Melissa Lester, Secretary/Treasurer

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Lester Contracting Inc
3677 Hwy 35South, Port Lavaca TX 77979

as Principal, hereinafter called the Principal, and Continental Casualty Company
333 S Wabash Ave, Floor 41, Chicago IL 60604

a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter
called the Surety, are held and firmly bound unto The City of Rockport, TX
622 E Market St, Rockport TX 78382 as Obligee, hereinafter called the Obligee, in the sum of

5% Greatest Amount Bid Dollars (\$ 5% GAB),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bay Shore Drive Emergency Shoreline Repair Project, Rockport TX
Shoreline Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of June, 2016

Ayesha Dano
(Witness)

Lester Contracting Inc
(Principal) (Seal)
By: [Signature]
(Title)
Ken Lester, Jr President

Kristie Rodriguez
(Witness)
Kristie Rodriguez

Continental Casualty Company
(Surety) (Seal)
By: Ana Rodriguez
(Title)
Ana Rodriguez Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary Grissom, Randy Reynolds, Laurie J Barnes, Ronda Brown, Denise Dugan, James Russell, Ana Rodriguez, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of November, 2015.

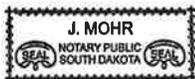


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of November, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 21st day of June, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, June 28, 2016

AGENDA ITEM: 12

Deliberate and act to approve an expenditure of not-to-exceed \$200,000 for the purchase and installation of a pre-constructed and designed, fully accessible, multi-user concrete restroom for placement at Memorial Park.

SUBMITTED BY: Parks and Leisure Services Director Tom Staley

APPROVED FOR AGENDA: PKC

BACKGROUND: As discussed in the Council's last two annual strategic planning sessions, the approximately 40 year old restroom at the front entrance to Memorial Park is in need of replacement due to an aged, failing plumbing system and increased public use and ADA non-compliance. The restroom was recently closed due to failed, unrepairable plumbing and portable toilets are now in place to serve park patrons. Additionally, it is no longer of sufficient size to meet demands during high use seasons.

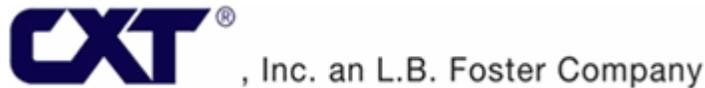
The proposed new restroom will support three male and three females versus the current facility that accommodates two for each sex. The project funding will include the purchase and installation of the restroom, including site preparation, utility tie-ins, and an accessible walkway to the room entrances and drinking fountain.

See the accompanying quote and product information from CXT for additional details.

FISCAL ANALYSIS: Expenses will be charged to account 94-6618010 – Memorial Park Restroom Construction and come from the 2015 Bond Fund for improvements to the park system. The current balance in the fund is \$460,739.18. This product is on a State of Texas contract and meets state competitive purchasing requirements.

RECOMMENDATION: Staff recommends Council approve the purchase and installation of a pre-constructed and designed concrete restroom for placement at Memorial Park at a price not-to-exceed \$200,000, as presented.

Quote #: **DROG401JIM-2**



Mailing Address:

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

To: City of Rockport
121 Seabreeze
Rockport, TX 78382

Phone: (800) 696-5766
Fax: (509) 928-8270
Date: 06/23/2016

Attention: Tom Staley
Phone: (361) 790-1136
Fax: (361) 727-9393

Re: Memorial Park
TXMAS Contract #TXMAS-5-560100

Our quotation for the Taos Flush Building building is as follows:

Per Building

Taos multi-user flush building with standard simulated cedar shake roof and barnwood wall texture, three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (4-lavatories, 5-water closets, 1-urinal), five 3-roll toilet paper holders, two exhaust fans, five GFI outlets, five floor drains, four s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights. Building price includes offloading by crane at accessible site in Rockport, TX. "Full Install" option includes final connection from building to utility lines stubbed 12" above top of prepared gravel pad. Building pad, under slab utility lines, and 5' concrete apron provided by CXT. Price does not include building permit or sales tax.

\$95,471.13

	<u>Qty</u>	<u>Ext. Price</u>
Charcoal Gray Roof	1	\$250.00
Horizontal Lap/Napa Valley Wall	1	\$4,600.00
Java Brown Wall	1	Included
Mountain Blend	1	Included
Electronic Locks	1	\$3,630.00
LCN 4041 Aluminum Door Closer	2	\$730.00
Saniflow SS Hand Dryer	2	\$2,100.00
Stainless Steel Fixtures	1	\$5,350.00
30 Gallon Electric Tank WH	1	\$750.00
Haws Drinking Fountain w/Bars	1	\$3,410.00
Stamped Drawings	1	\$1,500.00
State Fees - TX	1	\$1,400.00
Full Install	1	\$4,400.00
Preparation of Pad/Utility Lines		\$28,958.82
5' Concrete Apron Around Bldg		\$6,250.00
Freight		\$5,850.00
		\$164,649.95

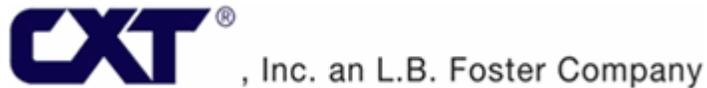
FOB: FOB Hillsboro, TX Prepaid and Add.

Terms: Net 30 with Credit Approval.

Shipment: 90 Days ARO

Notes: Sales tax not included
Number of Units: ____

Quote #: **DROG401JIM-2**



Mailing Address:

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

Phone: (800) 696-5766

Fax: (509) 928-8270

Date: 06/23/2016

To: City of Rockport

121 Seabreeze
Rockport, TX 78382

Attention: Tom Staley

Phone: (361) 790-1136

Fax: (361) 727-9393

Re: Memorial Park

TXMAS Contract #TXMAS-5-560100

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By David Rogers

David Rogers
drogers@lbfoster.com

Accepted this _____ day of _____ 20_____

By: _____ (Customer Name)

_____ (Signed)

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption .
2. Payment Terms
Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction . These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote , purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. Delivery
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.
6. Fuel Costs
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
 - A. Stake exact location building is to be set, including orientation.
 - B. Provide clear and level site, free of overhead and/or underground obstructions.
 - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
 - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
 - E. Customer is responsible for all permits required.
 - F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference .
8. Access to Site
For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.
To safely offload the facility referred to within this quotation , CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed . CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site . Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes , CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently .
9. Installation
 - A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site . Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
 - B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site . Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
 - C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting /rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customer's cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building . CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
 - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer 's location.
 - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work . Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form , incorporated herein by this reference.
10. Transportation
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....
Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

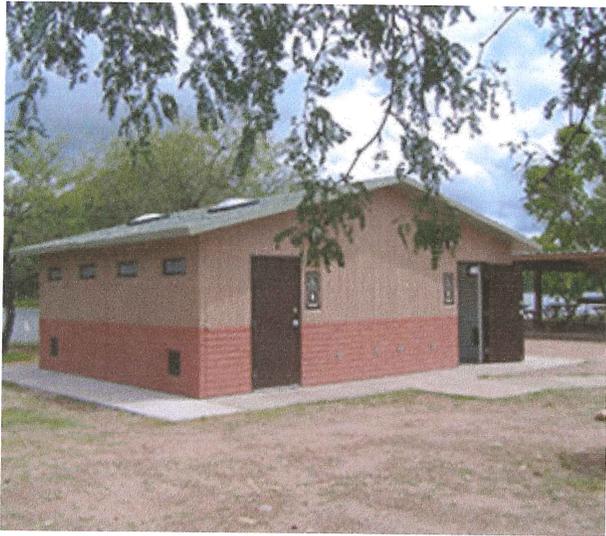




Buildings Textures & Professional Site Maintenance & Replacement Park Products Government
Colors Services & Install Warranty Parts Purchasing
Sales Region
Information

TAOS FLUSH RESTROOM

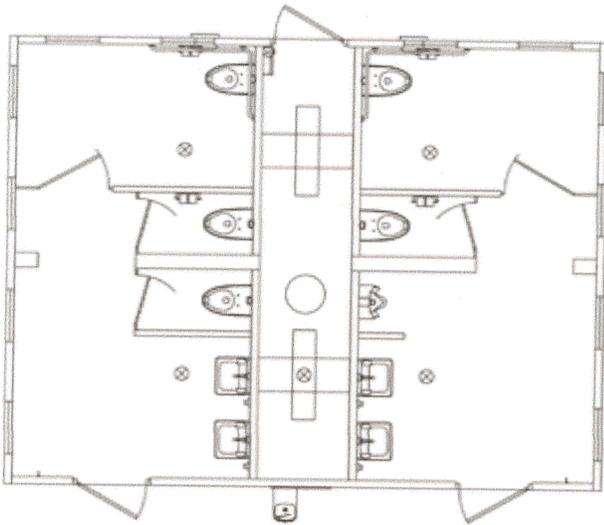
Fully accessible building



Barnwood/Slump Block Walls in Oatmeal Buff/Sun Bronze with Cedar Shake Roof in Sage Green



Interior with White Porcelain Fixtures



Standard Interior Layout

- 2 multi-user restrooms
- 150 mph wind load, 250 pounds per square foot snow load
- Group 1 seismic design category E earthquakes
- Pre-pumbed/pre-wired, meets all 50 states building codes
- Vandal resistant
- Customizable

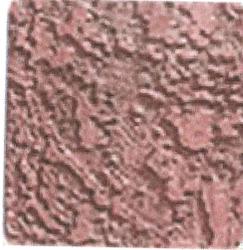
WALL TEXTURES

Standard



BARNWOOD

Optional



STUCCO



AGGREGATE



SPLIT FACE BLOCK

ROOF TEXTURES

Standard



CEDAR SHAKE

Optional



AGGREGATE



Request a Quote



Specifications



Drawings

An **LB Foster**
Company

L.B. Foster Home | Rail Products | Piling Products | Threaded Products | Coated Products | CXT Concrete Ties |
Fabricated Bridge Products