
CITY COUNCIL AGENDA

Notice is hereby given that the Rockport City Council will hold a regular meeting on Tuesday, December 13, 2016, at 6:30 p.m. The meeting will be held at Rockport City Hall, 622 E. Market, Rockport, Texas. The matters to be discussed and acted upon are as follows:

Opening Agenda

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

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

Consent Agenda

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

4. Deliberate and act on approval of City Council Regular Meeting Minutes of November 29, 2016.
5. Deliberate and act on Resolution authorizing the City Manager's application and participation in the Harvard University Kennedy School of Government Senior Executive in State and Local Government Program.
6. Deliberate and act on report from Friends of the History Center for Aransas County for the 2016 Tour of Historic Homes marketing expenditures.
7. Deliberate and act to appoint member to the Planning & Zoning Commission.
8. Deliberate and act to appoint member to the YMCA Development Committee.

Regular Agenda

9. Deliberate and act on second and final reading of an Ordinance amending the City of Rockport Code of Ordinances Chapter 102 "Utilities", Article II, "Water Service", Division 3, "Service Charges" by amending water rates for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.

10. Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described sparsely occupied territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 92 acres of land, more or less, along Market Street between Warbler Lane and Kelly Lane, out of a portion of the John Smith Survey A-187, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.
11. Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described sparsely occupied territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 990 acres of land, more or less, along Highway 35 Bypass between Mundine Road and approximately 1,000 feet south of 18th Street, out of a portion of the Charles Zenn Survey A-226, and the James McKay Survey A-160, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.
12. Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described sparsely occupied territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 212 acres of land, more or less, along Highway 35 Bypass between 12th Street and approximately 545 feet north of Griffith Drive, out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-317, and the C.W. Egery Survey A-62, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.
13. Deliberate and act on Republic Services Agreement Amendment 1 allowing other contractors to offer industrial service with containers of less than 17 cubic yards.
14. Deliberate on signage for Rockport Cultural Arts and Heritage Districts.

15. 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, 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.

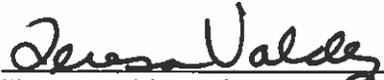
16. Adjournment.

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, December 9, 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: December 13, 2016

AGENDA ITEM: 4

Deliberate and act on approval of Council Regular Meeting Minutes of November 29, 2106.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: Please see the accompanying minutes of the regular meeting of November 29, 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, November 29, 2016 Rockport City Hall, 622 East Market Street

On the 29th day of November 2016, the City Council of the City of Rockport, Aransas County, Texas, convened in Regular Session at 6:30 p.m., at the regular meeting place in City Hall, and notice of meeting giving time, place, date and subject was posted as described in V.T.C.A., Government Code § 551.041.

CITY COUNCIL MEMBERS PRESENT

Mayor Charles J. Wax
Council Member Rusty Day, Ward 1
Council Member J. D. Villa, Ward 2
Council Member Barbara Gurtner, Ward 4

CITY COUNCIL MEMBER(S) ABSENT

Mayor Pro-Tem Pat Rios, Ward 3

STAFF MEMBERS PRESENT

City Manager Kevin Carruth
City Attorney Terry Baiamonte
City Secretary Teresa Valdez
Community Planner Amanda Torres
Police Chief Tim Jayroe
Police Commander Jerry Lawing
Public Works Director Mike Donoho
Parks & Leisure Services Director Rick Martinez
Finance Director Patty Howard

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 Wax at 6:30 p.m. on Tuesday, November 29, 2016, in the Council Chambers of the Rockport City Hall, 622 E. Market Street, Rockport, Texas.

2. Pledge of Allegiance.

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

3. 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 Council Workshop Minutes and Regular Meeting Minutes of November 8, 2016.**
- 5. Deliberate and act on report from Aransas County Education Foundation for the 2016 Rockport-Fulton Shopping Tournament marketing expenditures.**
- 6. Deliberate and act on report from Rockport Center for the Arts and Rockport Rotary Club for marketing expenditures made for Rockport Film Festival 2016.**
- 7. Deliberate and act on report from Rockport-Fulton Chamber of Commerce Seafair Committee for marketing expenditures made for 2016 Seafair.**

Mayor Wax called for requests to remove any item from the Consent Agenda for separate discussion.

Mayor Wax requested that Item 5 be removed from the Consent Agenda for separate discussion.

MOTION: Council Member Villa moved to adopt the Consent Agenda Items minus Item 5 as presented. Council Member Gurtner seconded the motion. Motion carried unanimously.

Consent Agenda Item 5.

Mayor Wax stated he wanted to make note of the fact that the 2016 Shopping Tournament had 130 shoppers spending \$80,000. Mayor Wax added that 23 stores participated in the Shopping Tournament. Mayor Wax congratulated Sherry Myers, Paula Dean and Karen Mella on the successful Shopping Tournament.

MOTION: Mayor Wax moved to approve Consent Agenda Item 5. Council Member Day seconded the motion. Motion carried unanimously.

Public Hearing

8. Conduct and deliberate a Public Hearing on water rate pass-through increase.

At 6:41 p.m., Mayor Wax opened the public hearing.

City Manager Kevin Carruth informed the Council that the City received notice from its water supplier, San Patricio Municipal Water District of a \$0.04 per 1,000-gallon increase in its rate effective January 1, 2017. Mr. Carruth stated a pass-through of the \$0.04/1,000-gallon increase is proposed.

An unidentified woman in the audience asked when that rate will take effect.

Mr. Carruth said the rate is effective January 1, 2017, which will actually be the March 2017 utility bill.

At 6:43 p.m., Mayor Wax closed the public hearing.

Regular Agenda

9. Hear, deliberate and act to accept the Annual Report from Lamar Volunteer Fire Department, and authorize disbursement of funds.

Mayor Wax presented a check in the amount of \$4,066.99 to Chief Carl Stubbs of the Lamar Volunteer Fire Department.

10. Deliberate and act on report from the Rockport Yacht Club for marketing expenditures made for 2016 Nautical Flea Market.

Mayor Wax stated that as explained in the Agenda packet, the Agreement signed by the Rockport Yacht Club stipulates that a financial report of marketing expenditures made for an event shall be filed with the City Secretary no later than 30 days after the event. Mayor Wax said the Rockport Yacht Club submitted a letter explaining the reason for the 30-day missed timeline. Mayor Wax added that in this case, the 2015-2016 Fiscal Year monies can still be expended because the 2015-2016 budget has not yet been closed out.

Council Member Gurtner stated that in the past the Council had received a financial report of marketing expenditures that was not within the 30-day timeline and the Council did not authorize disbursement of funds. Council Member Gurtner asked if this depends on whether the Fiscal Year Budget has been closed out.

Discussion was held among Council.

It was the consensus of Council that the Agreements for Fiscal Year 2017-2018 contain a 60-day requirement instead of a 30-day requirement.

MOTION: Council Member Villa moved to approve the report from Rockport Yacht Club for marketing expenditures made for 2016 Nautical Flea Market and authorize disbursement of funds in the amount of \$1,775.00 from the Hotel Occupancy Tax Fund for Fiscal Year 2015-2016. Council Member Day seconded the motion. Motion carried unanimously.

11. Deliberate and act on report from Rockport-Fulton Chamber of Commerce HummerBird Committee for marketing expenditures made for 2016 HummerBird Celebration.

Rockport-Fulton Chamber of Commerce President Diane Probst stated people from 188 cities and 26 countries attended the HummerBird Celebration. Ms. Probst said the Committee is planning for next year and they are looking at adding another day to the event.

MOTION: Council Member Villa moved to approve the report from Rockport-Fulton Chamber of Commerce HummerBird Committee for marketing expenditures made for 2016 HummerBird Celebration and authorize disbursement of funds in the amount of \$1,500 from the Hotel

Occupancy Tax Fund for the event. Council Member Gurtner seconded the motion. Motion carried unanimously.

- 12. Deliberate and act on first reading of an Ordinance amending the City of Rockport Code of Ordinances Chapter 102 “Utilities”, Article II, “Water Service”, Division 3, “Service Charges” by amending water rates for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.**

MOTION: Council Member Villa moved to approve the first reading of an Ordinance amending the City of Rockport Code of Ordinances Chapter 102 “Utilities”, Article II, “Water Service”, Division 3, “Service Charges” by amending water rates for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date. Council Member Day seconded the motion. Motion carried unanimously.

- 13. Deliberate and act on first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City’s corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 92 acres of land, more or less, along Market Street between Warbler Lane and Kelly Lane, out of a portion of the John Smith Survey A-187, into the City’s municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.**

City Manager Kevin Carruth stated there had been one change to the Service Plan; the Parks and Library Services were now separated.

MOTION: Mayor Wax moved to approve the first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City’s corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 92 acres of land, more or less, along Market Street between Warbler Lane and Kelly Lane, out of a portion of the John Smith Survey A-187, into the City’s municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date. Council Member Day seconded the motion. Motion carried 3:1.

FOR MOTION: Mayor Wax, Council Member Day and Council Member Gurtner.

AGAINST MOTION: Council Member Villa.

- 14. Deliberate and act on first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City’s corporate limits within**

the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 990 acres of land, more or less, along Highway 35 Bypass between Mundine Road and approximately 1,000 feet south of 18th Street, out of a portion of the Charles Zenn Survey A-226, and the James McKay Survey A-160, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.

Connie Johnson addressed the Council. Ms. Johnson said she had some questions about the area that was referred to as the “donut hole” and the Colonia in that area. Ms. Johnson said she would like a map of the Colonia area and information on the Burton & Danforth Subdivision Colonia.

Mayor Wax explained the boundaries of the area referred to as the “donut hole.” Mayor Wax stated that a Colonia is an area defined by the State and there are three north of Market Street and East of Oak Terrace. Mayor Wax asked the City Secretary to send Ms. Johnson a copy of the annexation map that outlines those areas.

MOTION: Mayor Wax moved to approve the first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 990 acres of land, more or less, along Highway 35 Bypass between Mundine Road and approximately 1,000 feet south of 18th Street, out of a portion of the Charles Zenn Survey A-226, and the James McKay Survey A-160, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date. Council Member Day seconded the motion. Motion carried 3:1.

FOR MOTION: Mayor Wax, Council Member Day and Council Member Gurtner.

AGAINST MOTION: Council Member Villa.

- 15. Deliberate and act on first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 212 acres of land, more or less, along Highway 35 Bypass between 12th Street and approximately 545 feet north of Griffith Drive, out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-317, and the C.W. Egery Survey A-62, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the**

inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.

MOTION: Mayor Wax moved to approve the first reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 212 acres of land, more or less, along Highway 35 Bypass between 12th Street and approximately 545 feet north of Griffith Drive, out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-317, and the C.W. Egery Survey A-62, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date. Council Member Gurtner seconded the motion. Motion carried 3:1.

FOR MOTION: Mayor Wax, Council Member Day and Council Member Gurtner.

AGAINST MOTION: Council Member Villa.

16. Reports from Council.

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

Mayor Wax stated that Parks & Leisure Services Director Rick Martinez, City Manager Kevin Carruth and he are keeping a close eye on the weather forecast for this weekend. Mayor Wax said the Tropical Christmas festivities have not been cancelled but a decision will be made within the next 24-36 hours.

City Manager Kevin Carruth reminded the Council that the Employee Christmas Luncheon is scheduled for next Wednesday at 11:00 a.m.

Executive Session

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

- 17. Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: (A) Bay Education Center, (B) Texaz Construction and AZ Southwest Properties, and (C) Manning.**
- 18. Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**

19. Section 551.074 Personnel Matters: (A) City Manager evaluation, and (B) Municipal Court Judge.

At 7:16 p.m., Mayor Wax convened the Rockport City Council into an executive session pursuant to provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Section 551.071(1)(A) Consultation with Attorney on pending or contemplated litigation: (A) Bay Education Center, (B) Texaz Construction and AZ Southwest Properties, and (C) Manning; Section 551.071(2) Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Section 551.074 Personnel Matters: (A) City Manager evaluation, and (B) Municipal Court Judge.

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 7:37 p.m., Mayor Wax reconvened the Rockport City Council into open session pursuant to the provisions of Chapter 551 of the Texas Government Code to take any necessary actions related to the executive sessions noted herein, or regular agenda items, noted above, and/or related items.

20. Deliberate and act on re-appointment of Municipal Court Judge.

MOTION: Mayor Wax moved to re-appoint Diana McGinnis as the Municipal Court Judge with the term to follow with the existing contract. Council Member Villa seconded the motion. Motion carried unanimously.

21. Adjournment

At 7:38 p.m., Council Member Villa moved to adjourn. Motion was seconded by Council Member Day. Motion carried unanimously.

APPROVED:

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: December 13, 2016

AGENDA ITEM: 5

Deliberate and act on Resolution authorizing the City Manager's application and participation in the Harvard University Kennedy School of Government Senior Executive in State and Local Government Program.

SUBMITTED BY: Mayor Charles J. Wax

APPROVED FOR AGENDA: PKC

BACKGROUND: The Harvard University Kennedy School of Government presents several highly regarded programs for government officials, including the Senior Executives in State and Local Government program. The next session is June 5-23, 2017, and has an application deadline of April 5, 2017. Please see the accompanying resolution, program brochure, and sample schedule for more details.

FISCAL ANALYSIS: The International City/County Management Association (ICMA), offers two scholarships for this program each year that covers the \$12,700 cost of the program (the awardee is responsible for transportation). The application deadline is January 31, 2017. The City Manager will not attend unless he receives one of the scholarships. ICMA expects scholarship winners to attend the ICMA annual conference, which is in San Antonio in 2017 and already on the City Manager's schedule to attend.

RECOMMENDATION: Staff recommends that Council approve the Resolution authorizing the City Manager's application and participation in the Harvard University Kennedy School of Government Senior Executive in State and Local Government Program, as presented.

RESOLUTION NO. [REDACTED]

A RESOLUTION OF THE CITY OF ROCKPORT AUTHORIZING THE CITY MANAGER’S APPLICATION AND PARTICIPATION IN THE HARVARD KENNEDY SCHOOL SENIOR EXECUTIVE IN STATE AND LOCAL GOVERNMENT PROGRAM.

WHEREAS, the City of Rockport supports and encourages employee participation in continuing education and training; and

WHEREAS, having educated and well trained city employees serves the interests of the City by enabling it to provide effective and efficient services, improve the community’s quality of life, develop creative solutions, ensure a well led and managed work environment, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Harvard University Kennedy School of Government Senior Executive in State and Local Government Program serves the above objective by providing learning experiences to help seasoned public officials meet the changing needs of their constituents and communities; and

WHEREAS, application to the Harvard University Kennedy School of Government Senior Executive in State and Local Government Program requires approval of the applicant’s supervising body;

NOW THEREFORE BE IT RESOLVED that the City hereby declares its support of City Manager Kevin Carruth’s application and participation in the Harvard Kennedy School of Government Senior Executive in State and Local Government Program.

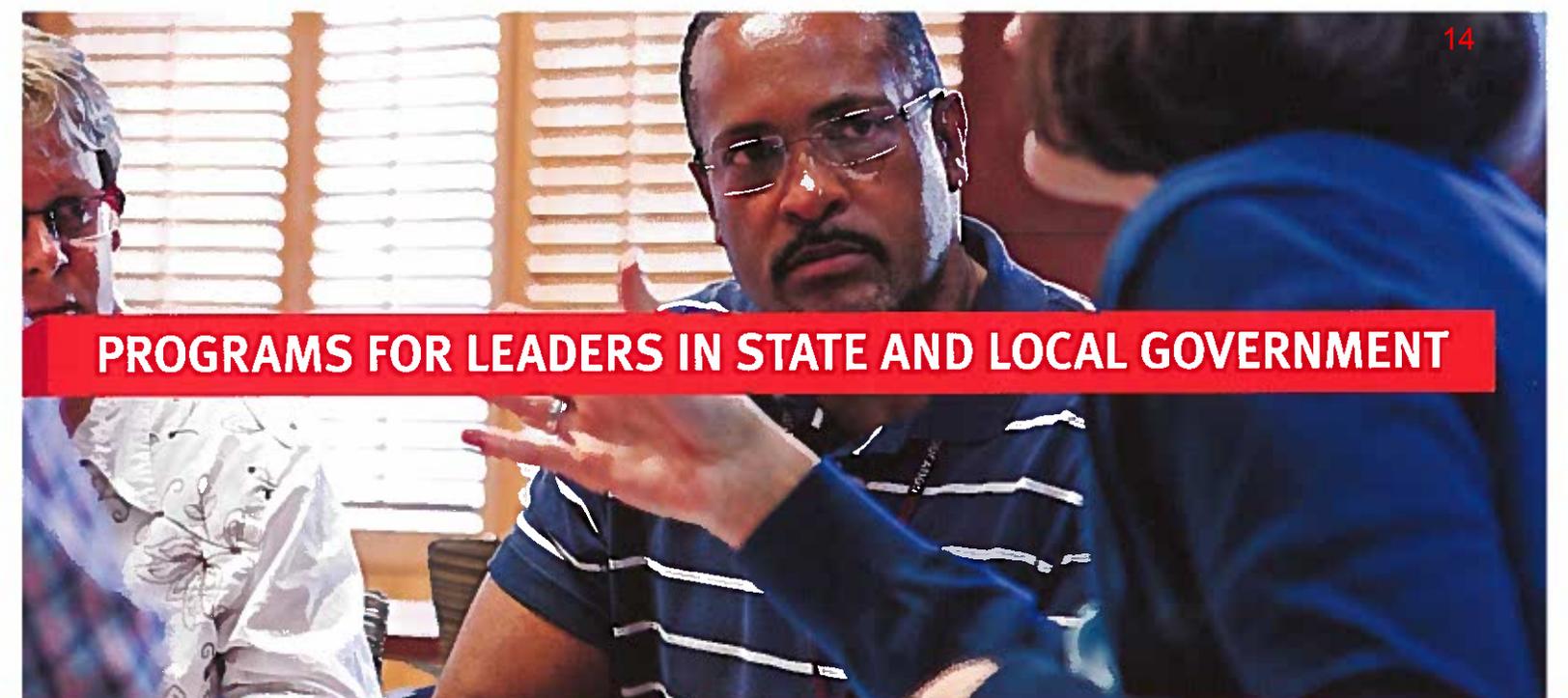
INTRODUCED, READ and PASSED by the affirmative vote on this the 13th day of December 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary



PROGRAMS FOR LEADERS IN STATE AND LOCAL GOVERNMENT



HARVARD Kennedy School

Executive Education

YOU'RE HERE TO MAKE A DIFFERENCE.™

OVERVIEW

Senior officials serving in state and local governments are in a truly unique position to serve their constituents, improve communities, and make life better. Faced with increasing public demands, shifting demographics, new laws, and decreasing budgets, these leaders are at the forefront of many complex issues. Their responses to such matters have an immediate and real impact on individual citizens.

To meet these mounting challenges, Harvard Kennedy School offers a suite of executive programs specifically designed for leaders like you who understand the critical need to develop creative solutions and collaborative partnerships under economic constraints and public scrutiny.

With a distinctive multidisciplinary approach that combines interactive classroom exercises, lectures, and case studies, these programs will help you develop the skills and frameworks required to lead amid this ever-changing environment. The curricula address key areas such as leadership, negotiations, public-private partnerships, cooperative governance, and the relationship between citizens and their government.

In just a few extraordinary days, you will transform your capabilities. Discover key personal insights. And build an enduring network of new colleagues and friends. It's an experience that can't be duplicated.



“My experience here at Harvard provided an opportunity to transform my thinking about how I make decisions that affect my constituents and community.”

– CHIEF JOEL FITZGERALD
CHIEF OF POLICE, FORT WORTH, TEXAS

SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT

A SIGNATURE
HKS EXECUTIVE PROGRAM

Faculty Chair: David C. King
Three-week program offered in June and July

The **Senior Executives in State and Local Government** program provides a balance of traditional and hands-on learning experiences to help seasoned public officials meet the changing needs of their constituents and communities. Participants explore an array of strategic management and leadership issues in a highly interactive environment where the classroom serves as a forum for raising difficult issues and inciting conversations that lead to change. The relationships participants form during these three weeks establish lifelong professional opportunities and a lasting network of trusted peers.

Leadership Decision Making: Optimizing Organizational Performance

Draws upon theories and evidence from psychology, behavioral economics, and neuroscience, demonstrating how to design better decision environments—ones that reduce bias and inaccuracy—making organizations smarter.

Faculty Chair: Jennifer S. Lerner | Offered in February, June, and October | One Week

Driving Government Performance: Leadership Strategies that Produce Results

Introduces public executives to a diverse set of proven strategies that produce results, with an emphasis on how these leadership principles can be adapted to improve organizational performance.

Faculty Chair: Bob Behn | Offered in March and September | One Week

Strategic Management of Regulatory and Enforcement Agencies

Examines the distinctive strategic and managerial challenges that surround government agencies' regulatory and enforcement functions.

Faculty Chair: Malcolm Sparrow | Offered in March and September | One Week



Leadership in Crises: Preparation and Performance

Equips leaders involved in all levels of crisis management with the skills and analytical frameworks necessary to successfully manage, survive, and recover from the unexpected.

Faculty Chairs: Arnold Howitt and Herman "Dutch" Leonard

Offered in April | One Week

Leading Successful Programs: Using Evidence to Assess Effectiveness

Challenges program managers to rethink the goals of their programs and reassess how to gather and use data to determine their effectiveness.

Faculty Chairs: Dan Levy and Julie Wilson

Offered in April | One Week

Mastering Negotiation: Building Agreements Across Boundaries

Addresses the challenges of negotiating across cultures, organizations, and sectors where sustainable solutions require consensus among multiple stakeholders.

Faculty Chairs: Brian Mandell and Kessely Hong

Offered in April | One Week

Women and Power: Leadership in a New World

Focuses on honing the abilities of senior executive women to develop a strong cross-sector leadership strategy through the creation of successful alliances and enduring partnerships.

Faculty Chair: Hannah Riley Bowles

Offered in May | One Week

For a complete schedule of offerings, please visit exed.hks.harvard.edu

Climate Change and Energy: Policymaking for the Long Term

Convenes U.S. and international policymakers and corporate leaders to examine the science, economics, and policy of climate change, as well as closely related aspects of energy production and use.

Faculty Chair: Robert Stavins

Offered in September | One Week

Creating Collaborative Solutions: Innovations in Governance

Explores new methods of working across traditional boundaries to jointly identify, understand, and address emerging social problems. The processes of governance that combine the collective capacities of society's different sectors and institutions are also emphasized.

Faculty Chair: Jorrit de Jong

Offered in October | One Week



SIGNATURE PROGRAM FACULTY CHAIR**David C. King*****Senior Executives in State and Local Government***

Senior Lecturer in Public Policy at Harvard Kennedy School and Faculty Chair of the MPA programs and Harvard's Bipartisan Program for Newly Elected Members of Congress. Professor King joined the Harvard faculty in 1992 and currently lectures on the U.S. Congress, political parties, and election reform. In the wake of the 2000 presidential elections, King directed the Task Force on Election Administration for the National Commission on Election Reform chaired by former presidents Gerald Ford and Jimmy Carter. That effort culminated in landmark voting rights legislation signed by President Bush in late 2002. He later oversaw an evaluation and new management structure for the Boston Election Department. David King is co-author of *The Generation of Trust: Public Confidence in the U.S. Military Since Vietnam* (2003); author of *Turf Wars: How Congressional Committees Claim Jurisdiction* (1997); and co-editor of *Why People Don't Trust Government* (1997). Professor King's work is also highlighted in Bill Smoot's *Conversations with Great Teachers* (2010).

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SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT
SAMPLE SCHEDULE
Sessions, times, and faculty subject to change

Week 1					
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Breakfast in Forum Café: 7:00 - 7:45 am Study Groups: 7:45 - 8:45 am Daily Check-in: 8:50 - 9:00 am				
	9:00 - 10:30 am Political Management HAMILTON & WENHAM King	9:00 - 10:30 am Leadership LEADERSHIP & AUTHORITY Linsky	9:00 - 10:30 am FEDERALISM King	9:00 - 10:30 am SCARED STRAIGHT I Wilson	6:30 - 7:00 AM Breakfast at SFP Common Room 7:00 AM Buses Depart For Thompson Island/Outward Bound
	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm Political Management TWO OATHS OF RICHARD HELMS Marty Linsky	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm Leadership TECHNICAL PROBLEMS & ADAPTIVE CHALLENGES Linsky	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm HAMILTON & JEFFERSON Fenn	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm SCARED STRAIGHT II Wilson	
10:00 am - 1:00 pm Housing Registration In SFP Common Room 1:30 pm - Walk to Classroom	12:30 - 2:00 pm Lunch Nye BC 2:00 - 3:30 pm Leadership ROBERT MOSES Linsky	12:30 - 2:00 pm Lunch Nye BC 2:00 - 3:30 pm Political Management JOB CORPS Dan Fenn	12:30 - 2:00 pm Lunch Nye BC 2:00 - 3:30 pm THE CHALLENGES OF TRUST BUILDING I Ron Ferguson	12:30 - 2:00 pm Lunch Nye BC 2:00 - 3:30 pm POLICY MODELING King	
2:00 PM Welcome/Orientation and Rugged Individualism David King	3:30 - 5:30 pm HARVARD WALKING TOUR and Decision Lab	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm REPRESENTATION King	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm THE CHALLENGES OF TRUST BUILDING II Ferguson	Break: 3:30 - 3:45 pm 3:45 - 4:45 pm EXPERIENTIAL LEARNING King	
Cocktail Reception and Dinner to Follow Allison Dining Room & Nye AB	FREE NIGHT	5:30 pm BBQ IN JFK PARK	FREE NIGHT	FREE NIGHT	5:30 PM Dinner @ Queenshead Pub

SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT
SAMPLE SCHEDULE
Sessions, times, and faculty subject to change

Week 2						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			Breakfast in Forum Café: 7:00 - 7:45 am Study Groups: 7:45 - 8:45 am Daily Check-in: 8:50 - 9:00 am			
	9:00 - 10:30 am THOMPSON ISLAND DEBRIEF King	9:00 - 10:30 am COCAINE MOTHERS Ron David	9:00 - 10:30 am CARTER RACING Julia Minson	9:00 - 10:30 am GROUP THINK Minson	9:00 - 10:30 am STATE & LOCAL FINANCE I: SEPTA's 2013 CAPITAL BUDGET CRISIS Shelby Chodos	
	Break & Group Photo 11:00 am - 12:30 pm	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm	Break: 10:30 - 11:00 am 11:00 am - 12:30 pm	
	WHO ELECTED YOU? Linsky	ON THE MYSTERY David	LIVING BUILDINGS Fenn	RELIGION AND PUBLIC LIFE I Richard Parker	STATE & LOCAL FINANCE II: BALTIMORE'S TEN YEAR FINANCIAL PLAN Chodos	
	12:30 - 2:00 pm Lunch Nye BC	12:30 - 2:00 pm Lunch Nye BC	12:30 - 2:00 pm Lunch w/ Chief Campanello City of Gloucester, MA Police 2:00 - 3:30 pm	12:30 - 2:00 pm Lunch Nye BC	12:30 - 2:00 pm Lunch Nye BC	
	2:00 - 3:30 pm STAYING ALIVE Linsky	2:00 - 3:30 pm CREATING PUBLIC VALUE: STRATEGIC MANAGEMENT IN GOVERNMENT I Mark Moore	2:00 - 3:30 pm RECOGNIZING PUBLIC VALUE I: STRATEGIC USES OF PERFORMANCE MEASUREMENT Moore	2:00 - 3:30 pm RELIGION AND PUBLIC LIFE II Richard Parker	2:00 - 3:30 pm Participant Case Nomination & Selection King	
	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm	Break: 3:30 - 4:00 pm 4:00 - 5:30 pm		
	CINCINNATI CHILDREN'S HOSPITAL Wilson	CREATING PUBLIC VALUE II: STRATEGIC MANAGEMENT IN GOVERNMENT Moore	RECOGNIZING PUBLIC VALUE II: PERFORMANCE CONTRACTING FOR SOCIAL SERVICES Moore	STRUCTURED DECISION MAKING Minson		
	5:30 PM SPECIAL DINNER WITH DAN FENN "The White House Then and Now" Nye BC	FREE NIGHT	6:00 PM SPECIAL DINNER WITH MICHAEL NUTTER Former Mayor, Philadelphia, PA	FREE NIGHT		

**SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT
SAMPLE SCHEDULE**
Sessions, times, and faculty subject to change

Week 3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	Congo River Prep	Deeport Prep	Breakfast in Forum Café: 7:00 – 7:45 am Case Preparation Groups Daily Check-in: 8:50 – 9:00 am		
	9:00 – 10:30 am	9:00 – 10:30 am	9:00 – 10:30 am	8:30 – 1:00 pm	9:00 – 10:30 am
	LEADERSHIP & DIVERSITY	DYNAMIC IMPLEMENTATION	GOVERNING IN A NETWORKED WORLD	PARTICIPANT CASES	REFLECTIONS
	Betsy Myers	King	Jerry Mechling		
	Break: 10:30 – 11:00 am 11:00 am – 12:45 pm	Break: 10:30 – 11:00 am 11:00 am – 12:30 pm	Break: 10:30 – 11:00 am 11:00 am – 12:30 pm	King	Break: 10:30 – 11:00 am 11:00 am – 12:30 pm
	CREATING VALUE THROUGH TRADING ON DIFFERENCES Congo River Basin	LEADING CHANGE IN MULTI-STAKEHOLDER NEGOTIATIONS Deeport	PERFORMANCE MANAGEMENT I		
	Kessely Hong	Hong	Bob Behn		
	12:45 – 2:15 pm Lunch Bell Hall	12:30 – 2:00 pm Lunch Bell Hall	12:30 – 2:00 pm Lunch Nye BC	1:00 – 2:30 pm Lunch with Jianli Yang Nye BC	Boxed Lunches To Go
	2:15 – 3:30 pm	2:00 – 3:30 pm	2:00 – 3:30 pm	2:30 – 4:00 pm	
	CREATING VALUE THROUGH TRADING ON DIFFERENCES Congo River Basin - Debrief	LEADING CHANGE IN MULTI-STAKEHOLDER NEGOTIATIONS Deeport - Debrief	PERFORMANCE MANAGEMENT II	RURAL DEMOCRACY	
	Hong	Hong	Behn	Fenn	
	Break: 3:30 – 4:00 pm 4:00 – 5:30 pm	Break: 3:30 – 4:00 pm 4:00 – 5:30 pm	Break: 3:30 – 4:00 pm 4:00 – 5:30 pm	FREE TIME	
	WORKING WITH THE MEDIA	PREPARATION FOR PARTICIPANT CASES	PREPARATION FOR PARTICIPANT CASES		
	Melodie Jackson	Groups A, B, C, D	Groups A, B, C, D		
	5:30 pm			6:00 PM	
	BBQ JFK Park Patio	FREE NIGHT	FREE NIGHT	FINAL DINNER HARVARD FACULTY CLUB Bus departs SFP at 5:45 pm	

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 6

Deliberate and act on report from Friends of the History Center for Aransas County for the 2016 Tour of Historic Homes marketing expenditures.

SUBMITTED BY: City Secretary Teresa Valdez

APPROVED FOR AGENDA: PKC

BACKGROUND: At the Special City Council Workshop held on June 7, 2016, Kam Wagert representing Friends of the History Center for Aransas County, presented the Tour of Historic Homes Fiscal Year 2016-2017 budget request to the City Council. Budget deliberations were held through the summer to finalize the City's Fiscal Year 2016-2017 Budget, with formal adoption at the September 20, 2016, City Council Meeting. Upon approval of the Fiscal Year 2016-2017 Budget, the City Council awarded the Friends of the History Center for Aransas County \$2,500 in funding.

Attached is documentation submitted by the Friends of the History Center for Aransas County for payment.

FISCAL ANALYSIS: Friends of the History Center submitted a reimbursement request of \$2,957.57. The FY 2016-2017 Budget includes \$2,500 in account 6602056 of which \$2,500 is available.

STAFF RECOMMENDATION: Staff recommends Council approve the report from the Friends of the History Center for Aransas County for marketing expenditures made for 2016 Tour of Historic Homes and authorize disbursement of funds in the budgeted amount of \$2,500 from the Hotel Occupancy Tax Fund for the event pursuant to the contract Agreement, as presented.

EXHIBIT "B"

HOT FUNDING EXPENSE REPORT FY 2016-2017		
Description of Expense	Approved Budget	Amount of Expense
ads - Houston Community Newsp		472.50
ad - Heritage Magazine (statewide)		315.00
postcards - visa print		147.47
ads - Austin Amer State man		552.00
ads - Monitor (McAllen)		248.40
ads - The Facts (SE Tx)		227.20
FaceBook boosts		400.00
announcements Tx Public Radio (San Antonio)		595.00
TOTAL REIMBURSEMENT REQUEST	\$ 2,500	\$ 2,957.57

EdgCapture Transaction Receipt

Houston Community Newspapers

Merchant: Advertising

Telephone

Date Oct 27, 2016
Time 05:28:24 PM
Transaction ID 20161027J696

Acct # R50280204

Transaction Type Sale
Account Type Visa
Account Number 4301*****1651
Expiration Date 10/18

Amount \$472.50
Authorization Code 04729C

Name History Center for, Aransas Cou
Address
Telephone

Run Date: Oct 27, 2016
Run Time: 05:37 PM

Invoice

Texas Historical Foundation

512-453-2154
P.O. Box 50314

Date	Invoice #
9/30/2016	7406

Bill To
Friends of the History Center for Aransas County Box 106 Fulton, TX 78358

*paid by check
FH &*

Description	Amount
1/4 page ad plus one color, 10% member discount	315.00
Total	\$315.00

Austin American-Statesman

305 South Congress

Austin, TX 78704

INVOICE

Cash/ Credit Card/ Check Display Advertising

Advertiser: Friends of History Center

Account # G77492

MC

Visa

Amex

Discover

(circle one)

Name on Card

Card#

Exp. Date

Amount :

Security Code#

Telephone #

Rep:

Rep #

DATE	REQUEST	SIZE	IMPRESSIONS	RATE	AMOUNT
11/17/16	Westlake,	2 col x 2		\$184 per	\$552.00
11/24/16	Bastrop,	BW	week		
12/1/16	Round Rock, Pflugerville				

Total: \$552.00

—Original Message—

From: "THE MONITOR (via Clover)" <app@clover.com>

Sent: Monday, November 7, 2016 9:35am

To: ygarza@themonitor.com

Subject: Your receipt from THE MONITOR

THE MONITOR

November 07, 2016

1400 EAST NOLANA

MCALLEN, TX 78502

9566834021

Cashier: Gisela S

Items

1 Manual Transaction

\$248.40

Total

Subtotal

Tax

\$248.40

\$0.00

Total

\$248.40

Payments

Date

MID

VISA

Transaction #

AUTH

REF

Method

CVM

November 07, 2016

*****0884

\$248.40

005035

02435C

631200510480

MANUAL

SIGNATURE VERIFIED

Order: JRTXVE0VBB9Z6

Online: <https://www.clover.com/p/3Q8628DF0PS0Y>

Hi Vickie,

Your promotion has ended and your results are ready for you to review. Use them to keep connecting with the people on Facebook who matter to your business.

Your Promotion

Event: [Rockport Fulton Tour of Historic...](#)

November 15, 2016, 2:00 pm

14,080 People Reached

People who saw your promotion

195 Event Responses

Reactions, comments, clicks, shares and more

\$400.00 Spent

Total amount spent on this promotion



Texas Public Radio
 8401 Datapoint Dr Ste 800
 San Antonio, TX 78229-5903
 (210) 614-8977 - Fax (210) 614-8983

KSTX Affidavit

Invoice ID: 16110180
 Invoice Date: 11/23/2016
 Account ID: 3905
 Order ID: 3905-001
 Account Rep: Cindy

Amount Due: \$0.00

Amount Paid: _____

FRIENDS OF THE HISTORY CENTER
 ATTN: PAM STRANAHAN
 BOX 106
 FULTON, TX 78358

THANKS FOR YOUR SUPPORT!
 PLEASE RETURN ONE COPY OF
 INVOICE WITH PAYMENT.

Sponsor: Friends of the History Center
 Tour of Historic Homes - Rockport

Date	Time	Length	Description	Time	CopyID / ISCI Code	Cost
11/7/2016	06:49 AM	:15	Spot		192	70.00
11/9/2016	12:58 PM	:15	Spot		192	70.00
11/11/2016	02:39 PM	:15	Spot		192	70.00
11/14/2016	01:39 PM	:15	Spot		192	70.00
11/15/2016	08:41 AM	:15	Spot		192	70.00
11/17/2016	11:19 AM	:15	Spot		192	70.00
11/19/2016	03:59 PM	:15	Spot		192	70.00
11/21/2016	04:59 PM	:15	Spot		192	70.00
11/22/2016	10:39 AM	:15	Spot		192	70.00
11/23/2016	07:49 AM	:15	Spot		192	70.00
10 Total Items					Total Cost:	700.00
					- Discounts Allowed:	-105.00
					Net Total:	595.00
					11/8/2016 PrePayment Applied Check 1458:	-595.00
					Amount Due:	0.00

Amount Due: 0.00

CITY COUNCIL AGENDA
Special Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 7

Deliberate and act to appoint member to the Planning & Zoning Commission.

SUBMITTED BY: Mayor Charles J. Wax

APPROVED FOR AGENDA: PKC

BACKGROUND: There is one vacancy on the Planning & Zoning Commission since Brian Olsen resigned to take office as a County Commissioner. As provided for in Sec. 10.01 of the Home Rule Charter (below), Council is to appoint members to the Commission.

Sec. 10.01 Organization.

(1) There is hereby established a Planning and Zoning Commission which shall consist of seven (7) members who shall be appointed by the City Council for overlapping three (3) year terms. Each member shall be a qualified City voter. Any vacancy occurring during the unexpired term of a member shall be filled by the City Council for the remainder of the unexpired term. The Commission shall elect from its members a Chairman, Vice Chairman and Secretary to serve for one (1) year beginning in July of the year elected. The Commission shall meet at least once each month when practicable. The Council should strive to balance Commission membership to represent best each Ward and all major areas.

An application to serve on the Planning & Zoning Commission has been received from G. Maynard Green and accompanies this briefing sheet. The current membership of the Commission is listed in the table below.

Planning & Zoning Commission

Place	Member	End of Term	Ward	Comments
1	Edward Bellion	June 1, 2019	3	
2	Shawn M. Johnston	June 1, 2018	2	
3	Graham Wilson	June 1, 2018	3	
4	G. Maynard Green	June 1, 2017	1	Brian Olsen resigned
5	Ruth Davis	June 1, 2019	1	
6	Diana Severino-Saxon	June 1, 2017	3	
7	W. Kent Howard	June 1, 2018	3	

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends appointment of G. Maynard Green to the Planning & Zoning Commission, as presented.

CITY OF ROCKPORT

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

APPLICATION FOR
BOARD OR COMMISSION APPOINTMENT

August 2012

Check area of Interest:

- Keep Rockport Beautiful Advisory Board
- Planning and Zoning Commission
- Tree & Landscaping Committee
- Rockport Heritage District Board
- Park and Leisure Services Advisory Board
- Water Quality Committee
- Other _____
(please add)

Name: G. MAYNARD GREEN Age (Optional): 72 MAILING ADDRESS
 Home Address: 1001 S. WATER ST, ROCKPORT TX 78382 (P.O. BOX 850, 78381)
 Home Phone: 354-722-3502 Work Phone: _____
 Business Address: _____

Resident of City for 5 years Voter Registration No. 1125904613

Occupation: retired attorney / ARBITRATOR FOR FINRA + NCDS, VANHORN

Education: BBA - ACCOUNTING; JD

Special Knowledge or Experience Applicable to City Board or Commission Function: *(attach additional information if needed)*

- 20 years - Planning + Zoning Comm - Woodward TX (WACO)
5 years - Keep Woodward Beau.; 5 Woodward Foundation; ~~Waco Foundation~~
- Banking/Finance
 - Building/Construction
 - Real Estate/Development
 - Industrial Training
 - Business Development Carlee Bright Arboretum board of directors (Woodward)
 - Promotion/Marketing
 - Manufacturing/Industrial Operations
 - Law/Contract Administration

Other Information (civic activities, etc.) Rockport Fulton Chamber of Commerce; 2 1/2 years on Keep Rockport Beau. Adv. Board; recently prepared final bylaws for Keep Arkansas County Beautiful

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

Yes No

Date: 4/4/16 Signature: G. Maynard Green

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED
Email to: citysec@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 8

Deliberate and act to appoint member to the YMCA Development Committee.

SUBMITTED BY: Mayor Charles J. Wax

APPROVED FOR AGENDA: PKC

BACKGROUND: The YMCA Ad Hoc Project Committee gave a final presentation to the Council on July 14, 2015, and addressed the Committee's charge from the Council to determine: scope of services, facility design, construction estimates, estimates of operating & maintenance costs, management agreement with YMCA of the Coastal Bend, and project funding plan. The next step in the process was to form a smaller committee of five to seven members to develop specific plans of action for the project. At the July 28, 2015 Council meeting, Council voted to establish a YMCA Development Committee consisting of approximately seven members. On October 27, 2015, Council appointed five members to the YMCA Development Committee. Since that time, members have resigned and new members were appointed. Recently Brian Olsen and Tracy Shelton have resigned. The accompanying application for board or commission appointment has been received from Jim Guidry. The Board's current membership is detailed in the table below.

YMCA Development Committee

Place	Member
1	Rosemary Vieux (previously Yvonne Perez)
2	Eric Heller
3	VACANT (Jordan Fisher resigned)
4	Jim Guidry (previously Brian Olsen)
5	Rebecca Johnson (previously Glen Gomez)
6	Warren Hassinger
7	VACANT (previously Tracy Shelton)

FISCAL ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends appointment of Jim Guidry to the YMCA Development Committee, as presented.

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

RECEIVED

DEC 09 2016

ADMIN. ASST.

APPLICATION FOR
BOARD OR COMMISSION APPOINTMENT

Check area of Interest

- Keep Rockport Beautiful Advisory Board
- Planning and Zoning Commission
- Tree & Landscaping Committee
- Rockport Heritage District Board
- Park and Leisure Services Advisory Board
- Environmental Committee for Water Issues
- Other VINEA Development Committee
(please add)

Name: Jim Guidry Age (Optional) _____
 Home Address: 302 Olympic DR.
 Home Phone: 361-790-8688 Work Phone: N/A
 Business Address: 2908 Taylor Blvd.
 E-mail Address: jguidry@yahoo.com
 Resident of City for 16 years Voter Registration No. 1057530542
 Occupation: Electrician
 Education: High School
 Special Knowledge or Experience Applicable to City Board or Commission Function (attach additional information if needed)
Construction Exp.

- Banking/Finance
- Building/Construction
- Real Estate/Development
- Industrial Training
- Business Development
- Promotion/Marketing
- Manufacturing/Industrial Operations
- Law/Contract Administration

Other Information (civic activities, etc) _____

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

Yes No

Date: 12-9-16 Signature: [Signature]

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

ALL INFORMATION MUST BE FURNISHED IN ORDER TO BE CONSIDERED
Email to citysec@cityofrockport.com

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 9

Deliberate and act on second and final reading of an Ordinance amending the City of Rockport Code of Ordinances Chapter 102 “Utilities”, Article II, “Water Service”, Division 3, “Service Charges” by amending water rates for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: The City received notice from our water supplier, San Patricio Municipal Water District (SPMWD), of a \$0.04 per 1,000-gallon increase in their rate effective January 1, 2015. A pass-through of the \$0.04/1,000-gallon increase is proposed. If approved, water customers will notice the rate increase in their March 2017 utility bill. The average in-city residential customer will see an increase of about \$0.28 on their monthly bill. See the accompanying October 26 letter from SPMWD for additional detail.

City Council approved the first reading on November 29, 2016. There have been no changes in form or content since the first reading of the Ordinance.

FISCAL ANALYSIS: The proposed increase is a straight pass through charge so it will be budget neutral.

RECOMMENDATION: Staff recommends Council approve, on second and final reading, an Ordinance amending the City of Rockport Code of Ordinances Chapter 102 “Utilities”, Article II, “Water Service”, Division 3, “Service Charges” by amending water rates for all customers; providing for the validity of said Ordinance; repealing all prior ordinances in conflict herewith; and providing for an effective date, as presented.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 "UTILITIES," ARTICLE II. "WATER SERVICE," DIVISION 3. "SERVICE CHARGES" BY AMENDING WATER RATES FOR ALL CUSTOMERS; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT

That Chapter 102 "Utilities," Article II. "Water Service," Division 3 "Service Charges" is hereby amended to wit:

Sec. 102-56. - Water rates inside city limits.

(a) There shall be charged and collected by the city from all residential customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customers usage (in gallons of water), as set forth in the following schedule of rates and charges:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one regular billing cycle by any one user, the following sum per cycle:

Tap Size (In Inches)	MINIMUM CHARGES	NEW CHARGES
3/4	\$19.26	\$19.32
1	\$23.30	\$23.36
1 1/2	\$43.40	\$43.46
2	\$67.54	\$67.60
3	\$131.92	\$131.98
4	\$204.34	\$204.40
6	\$204.34	\$204.40

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of ~~\$5.05~~ \$5.09 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of ~~\$5.95~~ \$5.99 each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of ~~\$6.78~~ \$6.82 for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(b) There shall be charged and collected by the city from all commercial customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges, used in any one regular billing cycle by any one user, the following sum per cycle.

(1) For the first 1,500 gallons, or fractional part thereof, used in any one regular billing cycle by

any one user, the following sum per cycle:

Tap Size (In Inches)	MINIMUM CHARGES	NEW CHARGES
¾	\$19.26	\$19.32
1	\$23.30	\$23.36
1½	\$43.40	\$43.46
2	\$67.54	\$67.60
3	\$131.92	\$131.98
4	\$204.34	\$204.40
6	\$204.34	\$204.40

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of ~~\$5.05~~ **\$5.09** per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of ~~\$5.95~~ **\$5.99** each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of ~~\$6.78~~ **\$6.82** for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

Sec. 102-57. - Wholesale water rates.

There shall be charged and collected by the city from all contracted resale customers, the sum of ~~\$5.47~~ **\$5.51** per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

Sec. 102-58. - Water rates outside city limits.

(a) There shall be charged and collected by the city from all customers of water supplied by the city outside its city limits, including customers residing within the Town of Fulton city limits, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one regular billing cycle by any one user, the following sum per cycle:

Tap Size (In Inches)	MINIMUM CHARGES	NEW CHARGES
¾	\$26.62	\$26.68
1	\$32.24	\$32.30
1½	\$60.18	\$60.24
2	\$93.73	\$93.79
3	\$183.23	\$183.29
4	\$283.89	\$283.95
6	\$283.89	\$283.95

(2) If applicable, for all additional gallons used over 1,501 to 10,000 gallons, the sum of ~~\$7.14~~ **\$7.18** per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable, for all gallons used over 10,001 to 15,000 the sum of ~~\$8.43~~ **\$8.47** per 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of ~~\$9.60~~ **\$9.64** for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(b) There shall be charged and collected by the city, for all commercial customers of water supplied by the city outside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customer's usage (in gallons of water), as set forth in the following schedule of rates and charges, used in any one regular billing cycle by any one user, the following sum per cycle:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one regular billing cycle by any one user, the following sum per cycle:

Tap Size (In Inches)	MINIMUM CHARGES	NEW CHARGES
¾	\$26.62	\$26.68
1	\$32.24	\$32.30
1½	\$60.18	\$60.24
2	\$93.73	\$93.79
3	\$183.23	\$183.29
4	\$283.89	\$283.95
6	\$283.89	\$283.95

(2) If applicable, for all additional gallons used over 1,501 to 10,000 gallons, the sum of ~~\$7.14~~ **\$7.18** per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle.

(3) Conservation billing. If applicable, for all gallons used over 10,001 to 15,000 the sum of ~~\$8.43~~ **\$8.47** per 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of ~~\$9.60~~ **\$9.64** for each 1,000 gallons or fractional part thereof, used in any one regular billing cycle.

Secs. 102-59—102-70. - Reserved.

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This ordinance shall become effective upon adoption on second reading by the Rockport City Council and publication of the Ordinance caption in the official newspaper of the City of Rockport. Rates would become effective on January 15, 2017 and reflected on the March 1, 2017 billing.

APPROVED on first reading this the 29th day of November 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading this ____ day of December 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 10

Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 92 acres of land, more or less, along Market Street between Warbler Lane and Kelly Lane, out of a portion of the John Smith Survey A-187, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.

SUBMITTED BY: Community Planner Amanda Torres

APPROVED FOR AGENDA: PKC

BACKGROUND: This is the second and final reading of the ordinance for the proposed annexation along Market Street. Please see the accompanying ordinance, metes and bounds description, and service plan for more information.

Council approved the first reading on November 29, 2016. There have been no changes in format or content since the first reading.

FISCAL ANALYSIS:

RECOMMENDATION: Staff recommends that Council approve the second and final reading of an Ordinance providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 92 acres of land, more or less, along Market Street between Warbler Lane and Kelly Lane, out of a portion of the John Smith Survey A-187, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date, as presented.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS, PROVIDING FOR THE ANNEXATION INTO THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, OF THE HEREINAFTER DESCRIBED TERRITORY, LOCATED ADJACENT TO THE CITY'S CORPORATE LIMITS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND NOT BEING A PART OF ANY INCORPORATED AREA; EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE TERRITORY CONSISTING OF APPROXIMATELY 92 ACRES OF LAND, MORE OR LESS, ALONG MARKET STREET BETWEEN WARBLER LANE AND KELLY LANE, OUT OF A PORTION OF THE JOHN SMITH SURVEY A-187, INTO THE CITY'S MUNICIPAL LIMITS, FOR ALL PURPOSES; PROVIDING FOR RELATED ANNEXATION SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; GRANTING TO ALL THE INHABITANTS OF THE ANNEXED TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, §43.021 of the Texas Local Government Code and the home-rule charter of the City of Rockport, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, said territory proposed to be annexed is within the city's extraterritorial jurisdiction and is contiguous to the city; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Rockport, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING THE DESCRIPTION OF 92 ACRES OF LAND, MORE OR LESS, OUT OF A PORTION OF THE JOHN SMITH SURVEY A-187, WITH SAID 92 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FIELD NOTES SHOWN IN EXHIBIT "A" AND MAP AS EXHIBIT "B".

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

1. That the heretofore described property is hereby annexed to the City of Rockport, Aransas County, Texas, and that the boundary limits of the City of Rockport be and the same are hereby extended to include the above described territory within the city limits of the City of Rockport, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Rockport and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan for the area is hereby adopted and attached as exhibit C.

The City Secretary is hereby directed to file with the County Clerk of Aransas County, Texas, and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

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

APPROVED and PASSED on first reading this the 29th day of November 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second reading this the 13th day of December 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

EXHIBIT "A"
FIELD NOTE DESCRIPTION
92 ACRES TO BE ANNEXED BY CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS
September 22, 2016

BEING THE DESCRIPTION OF 92 ACRES OF LAND, MORE OR LESS, OUT OF A PORTION OF THE JOHN SMITH SURVEY A-187, WITH SAID 92 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a point at the intersection of the East R.O.W. line of Steart Street and the North R.O.W. line of Elizabeth Street and being the Southwest corner of Block 29, Bellvue Addition, as shown by plat of record in Volume 1, Page 12, Map Records of Aransas County, Texas, with said point being the **NORTHEAST** corner and **PLACE OF BEGINNING** of this description;

THENCE, in a Southerly direction along and with the East R.O.W. line of Steart Street a distance of approximately 1350 feet to a point at the intersection of the North R.O.W. line of Texas State F.M. Road No. 1069 (also known as Market Street), and the East R.O.W. line of said Steart Street, with said point being an **INTERIOR** corner of this description;

THENCE, in a Southeasterly direction and crossing said Texas State F.M. Road No. 1069 (also known as Market Street) a distance of approximately 135 feet to a point at the intersection of said Texas State F.M. Road No. 1069 (also known as Market Street) and the East R.O.W. line of Kelly Lane, with said point being an **EXTERIOR** corner of this description;

THENCE, in a Southerly direction along and with the Easterly R.O.W. line of Kelly Lane a distance of approximately 735 feet to a point at the terminus of said Kelly Lane and being on the North line of a 25.205 acre tract conveyed to Christopher Crowley, et ux, under Clerk's File No. 342937, Official Public Records, Aransas County, Texas, with said point being the **SOUTHEAST** corner of this description;

THENCE, in a Westerly direction along and with the Northerly line of said 25.205 acre tract a distance of approximately 755 feet to a point on the Easterly line of West Terrace Acres Subdivision as shown by plat of record in Volume 2 Page 102, Map Records of Aransas County, Texas, with said point being the most **SOUTHERLY SOUTHWEST** corner of this description;

THENCE, in a Northerly direction along and with the Easterly line of said West Terrace Acres Subdivision a distance of approximately 450 feet to a point at the Northeast corner of Lot 22, Block 17, West Terrace Acres Subdivision, with said point being an **INTERIOR** corner of this description;

THENCE, in a Westerly direction along and with the common line of Lots 21 and 22, Block 17, West Terrace Acres Subdivision, a distance of approximately 286 feet to a point at the intersection of the Westerly R.O.W. line of West Terrace Boulevard and the Southerly R.O.W. line of Red Bird Drive, with said point being an **EXTERIOR** corner of this description;

THENCE, in a Northerly direction along and with the Westerly R.O.W. line of West Terrace Boulevard a distance of approximately 344 feet to a point for the Northeast corner of Lot 16, Block 7, West Terrace Acres Subdivision, with said point being an **INTERIOR** corner of this description;

THENCE, in a Northwesterly direction along and with the Southerly R.O.W. line of West Terrace Boulevard a distance of approximately 1664 feet to a point at the intersection of the Southerly R.O.W. line of West Terrace Boulevard and the Easterly R.O.W. line of Raven Drive and being the Northwest corner of Lot 1, Block 6, West Terrace Acres Subdivision, with said point being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction and crossing West Terrace Boulevard a distance of approximately 60 feet to a point on the Southerly R.O.W. line of West Terrace Boulevard with said point being an INTERIOR corner of this description;

THENCE, in a Northwesterly direction along and with the Northerly R.O.W. line of West Terrace Boulevard a distance of approximately 236 feet to a point at the intersection of the Northerly R.O.W. line of West Terrace Boulevard and the Easterly R.O.W. line of Warbler Drive, with said point being the most NORTHERLY SOUTHWEST corner of this description;

THENCE, in a Northeasterly direction along and with the Easterly R.O.W. line of Warbler Drive a distance of approximately 246 feet to a point at the intersection of the Easterly R.O.W. line of Warbler Drive and the Southerly R.O.W. line of Texas State F.M. Road No. 1069 (also known as Market Street) with said point being an EXTERIOR corner of this description;

THENCE, in an Easterly direction along and with the Southerly R.O.W. line of Texas State F.M. Road No. 1069 (also known as Market Street) a distance of approximately 216 feet to a point for an INTERIOR corner of this description;

THENCE, in a Northeasterly direction and crossing Texas State F.M. Road NO. 1069 (also known as Market Street) and continuing along the Westerly line of a 3.926 acre tract out of Lot 22, Aransas Pass Colonization Company Subdivision, with said 3.926 acre tract conveyed to Ron C. Hoover under Clerk's File No. 209795, Official Public Records of Aransas County, Texas, and with said line following the existing Rockport City Limit Line, a distance of approximately 1515 feet to a point on the Westerly line of Oak Terrace Subdivision, as shown by plat of record in Volume 2, Page 130, Map Records of Aransas County, Texas, for the NORTHWEST corner of this description;

THENCE, in a Southerly direction along and with the Westerly line of said Oak Terrace Subdivision a distance of approximately 793 feet to a point on the common line of Lots 190 and 191 of said Oak Terrace Subdivision with said point being an INTERIOR corner of this description;

THENCE, in an Easterly direction along and with the common line of Lots 190 and 191 of said Oak Terrace Subdivision a distance of approximately 126 feet to a point on the Westerly R.O.W. line of Redwood Avenue with said point being a corner of this description;

THENCE, continuing in an Easterly direction and crossing said Redwood Avenue a distance of approximately 61 feet to a point at the intersection of the Northerly R.O.W. line of Apple Street with the Easterly R.O.W. line of Redwood Avenue with said point being a corner of this description;

THENCE, continuing in an Easterly direction along and with the Northerly R.O.W. line of Apple Street a distance of approximately 900 feet to a point at the intersection of the Northerly R.O.W. line of Apple Street and the Westerly R.O.W. line Hickory Avenue with said point being a corner of this description;

THENCE, continuing in an Easterly direction and crossing Hickory Avenue a distance of approximately 78 feet to a point on the common line of Lots 17 and 18 of said Oak Terrace Subdivision, with said point being a corner of this description;

THENCE, continuing in an Easterly direction along and with the common line of Lots 17 and 18 of said Oak Terrace Subdivision a distance of approximately 161 feet to a point on the Westerly R.O.W. line of Mission Street (closed and abandoned by Aransas County) with said point being a corner of this description;

THENCE, continuing in an Easterly direction and crossing that portion of Elizabeth Street closed and abandoned by Aransas County a distance of approximately 50 feet to a point for the Southwest corner of Block 27 of said Bellvue Addition, with said point being a corner of this description,

THENCE, continuing in an Easterly direction along and with the Northerly R.O.W. line of Elizabeth Street a distance of approximately 664 feet to the PLACE OF BEGINNING and containing approximately 92 acres or 4,003,239 square feet of land, more or less.

2016 Field Notes/Market Street Annex

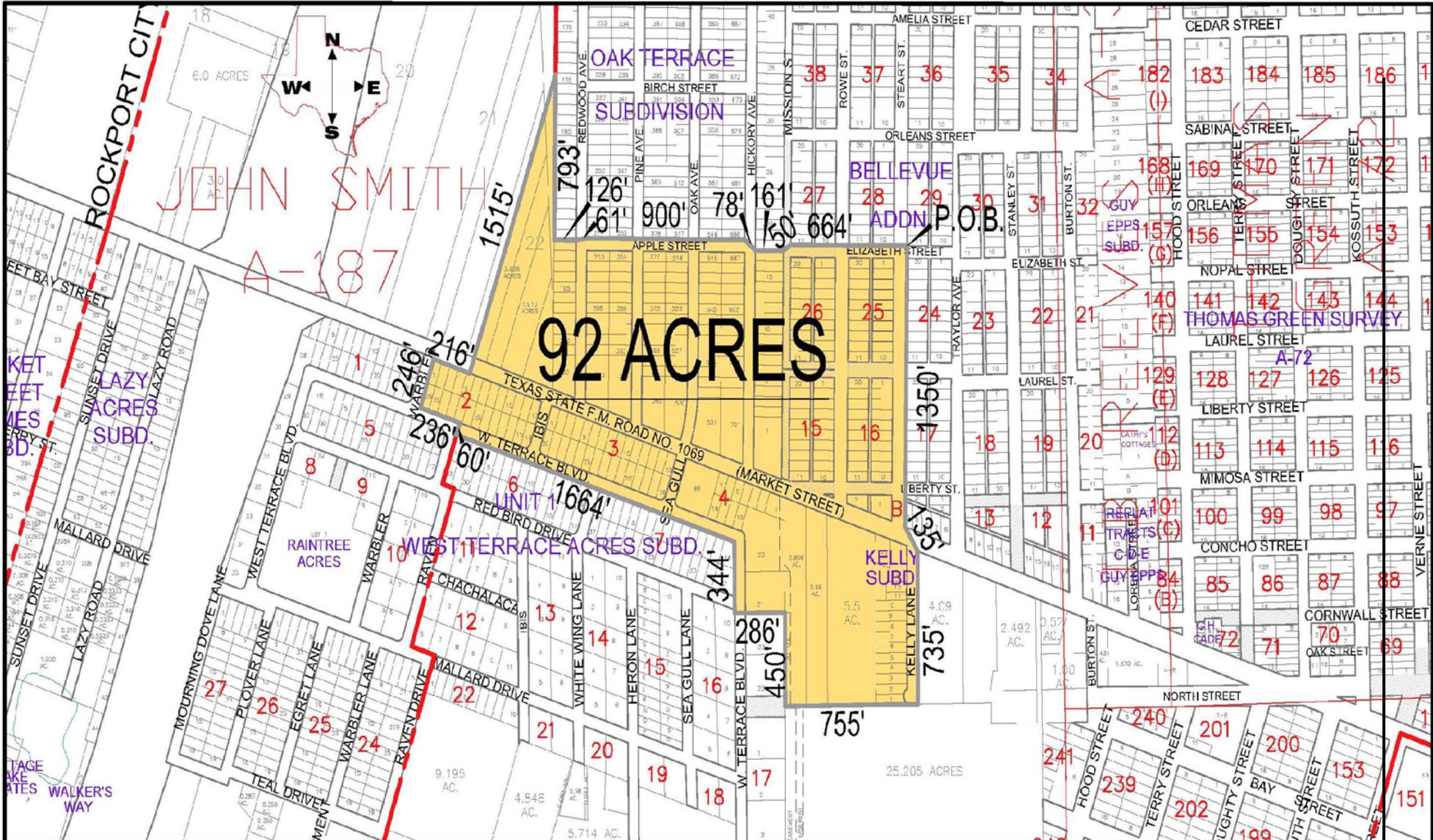


EXHIBIT "B"
PLAT SHOWING A 92 ACRE TRACT OUT OF THE JOHN SMITH SURVEY A-187
TO BE ANNEXED BY THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS

NOTE: THIS AREA HAS NOT BEEN SURVEYED ON THE GROUND AND IS APPROXIMATE AS COMPUTED
 BY USING CAD ON THE CITY OF ROCKPORT MAP GENERATED BY GRIFFITH & BRUNDRETT,
 SURVEYING & ENGINEERING, INC.

G Griffith & Brundrett
 Surveying & Engineering, Inc.
 411 S. Pearl St., P.O. Box 2322
 Rockport, Texas 78881
 ☎ :361-729-6479
 📠 :361-729-7933
 ✉ :jeryb@gsurveyor.com
 🌐 :www.gsurveyor.com

SEPTEMBER 22, 2016
 SCALE 1" = 500'

FILE NAME: MARSH-AMARANTH-X11-DL-AREAS-9-2015
 SHEET ACCOMPANYING: H111-DL-F-10-SCRIP.DWG

**EXHIBIT “C”
MUNICIPAL ANNEXATION SERVICE PLAN
FOR
AREA “MARKET STREET A” (92 Acres)**

Area to be Annexed

Being approximately 92 acres, more or less, out of a portion of the John Smith Survey A-187, with said 92 acres being more particularly described by metes and bounds on Field Notes shown in Exhibit “A” and map in “Exhibit B.”

Introduction

In accordance with the directives of the City Council of the City of Rockport, Texas, the City's Comprehensive Plan, and the requirements of Subsection 43.056 of the Texas Local Government Code, the following service plan for the area hereinafter referred to as Area “Market Street A” and as shown on the accompanying map that has been prepared. The proposed plan may be amended as a result of the public hearing process in accordance with Subsection 43.056 of the most current edition of the Texas Local Government Code. This service plan shall become a part of an annexation ordinance submitted to the City Council for consideration and action, if any.

The following services will be provided on the effective date of the annexation of the area according to Subsection 43.056 of the most current edition of the Texas Local Government Code regarding services to newly annexed areas:

1. Animal Control

Existing Services: Animal control services for this area are currently provided by the Aransas County Animal Control Department.

Services to be Provided: The Aransas County Animal Control Department will continue the enforcement of the City of Rockport’s animal control ordinances on the effective date of the annexation. Such services can be provided with current Animal Control personnel and within the current budget appropriation.

2. Capital Improvements

Construction of capital improvements shall be considered by the City in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

3. Building Inspections

Existing Services: Existing building inspection services are provided in this area by the City of Rockport when required by applicable building codes.

Services to be Provided: The Building & Development Department will provide Code Enforcement and Building Inspection Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes, which regulate building construction within the City of Rockport. Annexation of this area would require an increase of approximately 520 building inspector labor hours and 520 code enforcement officer labor hours.

4. Emergency Medical Services

Existing Services: Emergency medical services are currently provided under contract with Aransas County by Allegiance Ambulance from their facility located at 400 Enterprise in Rockport.

Services to be Provided: Annexation of the proposed area will not alter the response times or service sectors. This area will be added to existing interagency agreements.

5. Fire

Existing Services: Existing services are typically provided as outside city limits response by the Rockport Volunteer Fire Department, Inc.

Services to be Provided: Fire suppression will be available to the area upon annexation and will be provided by the Rockport Volunteer Fire Department, Inc. There is a fire substation currently located at 1608 West Terrace Blvd. Annexation of the proposed area will not alter the response times, service sectors or the existing interagency agreements.

6. Health Code Enforcement

Existing Services: Public health services for this area are currently provided by the Aransas County Environmental Health Department.

Services to be Provided: The Aransas County Health Department will implement the enforcement of the City of Rockport's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation.

7. Natural Gas Service

Existing Services: Existing natural gas utility services to this area are provided by the City of Rockport.

Services to be Provided: Natural gas service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, gas service shall be provided in accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Gas utility rates will be based on a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

8. Library Services

Existing Services: Library services are provided by the Aransas County Public Library.

Services to be Provided: Library services will still be provided by the Aransas County Public Library under the same terms. Annexation will not result in any changes in the availability of library facilities to residents of the area.

9. Parks

Existing Services: Parks are not provided by Aransas County in this area. All City parks are currently open to non-city residents.

Services to be Provided: Parks will continue to be provided by the City and annexation will not result in any changes in the availability of parks to residents of the area.

10. Planning and Zoning

Existing Services: This area falls within the Extraterritorial Jurisdiction (ETJ) of the City of Rockport. Platting and land subdivision activities are currently co-administered by Aransas County and the City of Rockport. The City's zoning and land use ordinances, however, are not applicable outside of the existing city limits.

Services to be Provided: The Building and Development Department's responsibility for regulating development and land use through the administration of the City of Rockport Zoning Ordinance will extend to this area on the effective date of the annexation. The property will solely be regulated under the requirements of the City of Rockport Subdivision Ordinance. These services can be provided within the department's current budget.

11. Police

Existing Services: Existing services are primarily provided by the Aransas County Sheriff's Office.

Services to be Provided: The Rockport Police Department will initiate full police and law enforcement services to this proposed annexed area at the effective date. Both divisions of the police department will coordinate this service plan.

1. The Patrol Division will provide active patrol services in the proposed area. These services will include accident investigation and preventative patrol to deter violations of state statutes and local ordinances. The Patrol Division will also assist other emergency-related agencies responding within this proposed area. The Patrol Division will provide further service to our customers by initiating and monitoring vacation/property checks for residences and businesses requesting such programs during their absence.
2. The Criminal Investigation Division will provide for active investigation services to be implemented in the proposed area. These services include crime scene search and the related analysis and investigation leading to the identification of suspects, issuance of arrest warrants and the apprehension of suspected offenders; preparation and submission of cases to the appropriate agency for prosecution and/or presentation to a Grand Jury; and response to citizen requests for crime prevention and security inspections of their real property. A review of the ongoing criminal investigations will be conducted to determine which (if any) cases should be transferred to the Rockport Police Department Investigation Division: The Criminal Investigation Division will assist in the development of neighborhood watch programs and conduct certified residential and business security surveys upon request.

Annexation of this area would require an increase of approximately 2,080 patrol labor hours, 1,387 criminal investigation labor hours, and 694 administration labor hours. The Rockport Police Department will coordinate with the proper governmental agencies to ensure that 911 map sheets will be updated relating to 911 calls within the specified zone.

12. Sanitary Sewer Service

Existing Services: Existing sanitary sewer service in this area is provided by either the City of Rockport or by on-site sewage facilities.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and city policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance and as requested by developers. Extension of service shall comply with applicable codes and ordinances.

13. Solid Waste Collection

Existing Services: There is currently no dedicated solid waste disposal service for this area. Residents may contract individually with available service providers.

Services to be Provided: Solid Waste Collection will be provided by the City's contractor, Republic Services, Inc. Service shall comply with existing City policies, beginning with occupancy of structures. As provided for by Section 43.056(n) of the Texas Local Government Code, residents may continue to use their existing solid waste collection service for up to two years following the effective date of annexation. At the end of the two-year period or termination of existing service by the customer (whichever is sooner), the City's contractor will begin providing service.

14. Street Lighting

Existing Services: Existing streetlights in the area are provided by the Texas Department of Transportation.

Services to be Provided: The City of Rockport will coordinate any requests for improved street lighting with the local electric provider in accordance with standard policy.

15. Street Maintenance

Existing Services: Existing street maintenance services for this area are provided by Aransas County Road and Bridge Department.

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation. All streets within the area proposed for annexation are currently paved. Annexation of this area would require an increase of approximately 832 street maintenance labor hours.

16. Storm Water Management

Existing Services: Drainage and storm water management within this area is currently provided by Aransas County.

Services to be Provided: Stormwater management administration will become effective upon annexation. Any existing county drainage and stormwater easements will be transferred to the City for maintenance. Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion. The City will assume maintenance of the developer's drainage facilities upon acceptance from the developer.

17. Water Service

Existing Services: Existing water utility services to this area is provided by the City of Rockport and includes both potable water and fire protection.

Services to be Provided: Water service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Water utility rates will be based on a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

Miscellaneous

All other applicable municipal services will be provided to the area in accordance with the City of Rockport’s established policies governing extension of municipal services to newly annexed areas. All City codes shall be in effect upon annexation.

Uniform Level of Services May Not Be Required

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of services.

Term

This service plan shall be valid for a term of ten (10) years.

Amendments

The plan shall not be amended unless public hearings are held in accordance with V.C.T.A., Local Government Code, Section 43.0561.

CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 11

Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 990 acres of land, more or less, along Highway 35 Bypass between Mundine Road and approximately 1,000 feet south of 18th Street, out of a portion of the Charles Zenn Survey A-226, and the James McKay Survey A-160, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.

SUBMITTED BY: Community Planner Amanda Torres

APPROVED FOR AGENDA: PKC

BACKGROUND: This is the second and final reading of the ordinance for the proposed annexation on the SH 35-FM 188 crossroads. Please see the accompanying ordinance, metes and bounds description, and service plan for more information.

Council approved the first reading on November 29, 2016. There have been no changes in format or content since the first reading.

FISCAL ANALYSIS:

RECOMMENDATION: Staff recommends Council approve second and final reading of an ordinance providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 990 acres of land, more or less, along Highway 35 Bypass between Mundine Road and approximately 1,000 feet south of 18th Street, out of a portion of the Charles Zenn Survey A-226, and the James McKay Survey A-160, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date, as presented.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS, PROVIDING FOR THE ANNEXATION INTO THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, OF THE HEREINAFTER DESCRIBED TERRITORY, LOCATED ADJACENT TO THE CITY'S CORPORATE LIMITS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND NOT BEING A PART OF ANY INCORPORATED AREA; EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE TERRITORY CONSISTING OF APPROXIMATELY 990 ACRES OF LAND, MORE OR LESS, ALONG HIGHWAY 35 BYPASS BETWEEN MUNDINE ROAD AND APPROXIMATELY 1,000 FEET SOUTH OF 18TH STREET, OUT OF A PORTION OF THE CHARLES ZENN SURVEY A-226, AND THE JAMES MCKAY SURVEY A-160, INTO THE CITY'S MUNICIPAL LIMITS, FOR ALL PURPOSES; PROVIDING FOR RELATED ANNEXATION SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; GRANTING TO ALL THE INHABITANTS OF THE ANNEXED TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, §43.021 of the Texas Local Government Code and the home-rule charter of the City of Rockport, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, said territory proposed to be annexed is within the city's extraterritorial jurisdiction and is contiguous to the city; and

WHEREAS, when required by State law, the City has offered, provided, negotiated and/or entered into binding non-annexation agreements on terms mutually agreeable to the City and the pertinent land owners, which agreements will be filed of record with the Clerk of Aransas County, Texas; and

WHEREAS, all of the herein-described property lies adjacent to and contiguous to the City of Rockport, Texas; and

WHEREAS, the procedures prescribed by both local and State law have been duly followed with respect to the following described territory, to wit:

Tract #2 Burton & Danforth Subdivision Block 227 Lot 12 and Part of Lot 13, being a tract of approximately 38.355 acres, ACAD Parcel ID - 14749, record property owners – Nancy Scarborough Dandre

Tract #3 A226 C S Zenn Survey, being a tract of approximately 437.175 acres, ACAD Parcel ID - 35529, record property owners – DW & B Grant Properties Ltd.

Tract #4 Abernathy Tracts Lot Pt. of Tr.1 & 2, being a tract of approximately 4.521 acres, ACAD Parcel ID - 45067, record property owners – DW & B Grant Properties Ltd.

Tract #5 Burton & Danforth Subdivision Block 228 Lot 9 Pt of, being a tract of approximately 3.422 acres, ACAD Parcel ID - 14770, record property owners – Billy Dean Monroe

Tract #6 McCampbell Subdivision Block 18 Lot 4 & Pt of 5 & 6, being a tract of approximately 28.134 acres, ACAD Parcel ID - 65175, record property owners – Clifford D. Tonne

[All as numbered and shown on the attached and applicable page of Exhibit “D”]

WHEREAS, the procedures prescribed by both local and State law have been duly followed with respect to the following described territory, which tracts are subject to and provide for in applicable Development Agreements, as set forth and required by §212.172 of the Texas Local Government Code, to wit:

Tract #1 ABS A160 James McKay Survey, being a tract of approximately 20.0 acres, ACAD Parcel ID - 8810307, record property owners – Catherine Blaffer Taylor; Camilla Blaffer Mallard; Joan Blaffer Johnson; Bernard N. Von Bothmer; Jane D. Owen; Anne D. Owen; Edward J. Hudson Jr.; Robert L. Hudson; Jacqueline de la Begassiere; Marisol de la Begassiere; Diane de la Begassiere; Sarah Blaffer Hrdy; Maria Von Bothmer; James O. Coleman

[As numbered and shown on the attached and applicable page of Exhibit “D”]

WHEREAS, the City finds that it is in the best interest of the public to have certain tracts that will not be annexed into the City to be surrounded by annexed areas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Rockport, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING THE DESCRIPTION OF 990 ACRES OF LAND, MORE OR LESS, OUT OF A PORTION OF THE CHARLES ZENN SURVEY, A-226, AND THE JAMES MCKAY SURVEY, A-160, WITH SAID 990 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FIELD NOTES SHOWN IN EXHIBIT “A” AND MAP AS EXHIBIT “B”.

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

1. That the heretofore described property is hereby annexed to the City of Rockport, Aransas County, Texas, and that the boundary limits of the City of Rockport be and the same are hereby extended to include the above described territory within the city limits of the City of Rockport, except as set forth in applicable Development Agreements, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Rockport and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as exhibit C.

The City Secretary is hereby directed to file with the County Clerk of Aransas County, Texas, and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

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

APPROVED and PASSED on first reading this the 29th day of November 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second reading this the 13th day of December 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

EXHIBIT "A"
FIELD NOTE DESCRIPTION
990 ACRES TO BE ANNEXED BY CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS

BEING THE DESCRIPTION OF 990 ACRES OF LAND, MORE OR LESS, OUT OF A PORTION OF THE CHARLES ZENN SURVEY, A-226, AND THE JAMES MCKAY SURVEY, A-160, WITH SAID 990 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at a point for the Northwest corner of the Charles Zenn Survey, A-226, and being the Northwest corner of a called 476 acre tract (437.175 acres) as described in a deed of record to D.W. & B. Grant Properties, Ltd., under Clerks File Number 326488, Official Public Records of Aransas County, Texas, and being in the East boundary line of the H. Ryals Survey, A-184, and the East boundary line of a called 105.50 acre tract as described in a deed of record to Hugh T. Chapman under Clerks File Number 268808, Official Public Records of Aransas County, Texas, and being in the West boundary line of a called 7.134 acre tract out of a 72.104 acre tract as described in a deed of record to John Cooling under Clerks File Numbers 292381 and 292388, Official Public Records of Aransas County, Texas, with said point being the NORTHWEST corner and PLACE OF BEGINNING of this description;

THENCE, in an Easterly direction along and with the North boundary line of the Charles Zenn Survey, A-226 and the North boundary line of called 476 acre tract, a distance of approximately 3511 feet to a point for the Northeast corner of said called 476 acre tract, and being the Northwest corner of Tract 31, of the Abernathy Tracts, according to the plat recorded in Volume 1, Page 27, Plat Records of Aransas County, Texas, and being an angle point and EXTERIOR corner of this description;

THENCE, in a Southeasterly direction, along and with the North boundary line of the Charles Zenn Survey, A-226, and the North boundary line of Lots 31 and 32, of said Abernathy Tracts, crossing Texas State Highway No. 35 Relief Route, an approximate distance of 1090 feet to a point in the East R.O.W. line of said Texas State Highway No. 35 Relief Route, and being the existing Northwest corner of Fractional Tract 33, of said Abernathy Tract, and being the NORTHEAST corner of this description;

THENCE, in a Southwesterly direction, along and with the East R.O.W. line of said Texas State Highway No. 35 Relief Route, an approximate distance of 4680 feet to a point for the Lower Northwest corner of a called 28.877 acre tract as described in a deed of record to RS Barns LLC, under Clerks File Number 279992, Official Public Records of Aransas County, Texas, and being also called the West One-Half of a 73.02 acre tract out of said Charles Zenn Survey, A-226, and being an INTERIOR corner of this description;

THENCE, in a Southerly direction, along and with the West boundary line of said called 28.877 acre tract, an approximate distance of 1378 feet to a point in the projection of the South R.O.W. line of Lamar Drive, and being in the Northerly boundary line of Landblock 228, Burton and Danforth Subdivision, according to the plat recorded in Volume 1, Pages 62-63, Plat Records of Aransas County, Texas, and being an EXTERIOR corner of this description;

THENCE, in a Westerly direction, along and with the South R.O.W. line of Lamar Drive, as platted, and the North boundary line of Farm Lot 8, of said Landblock 228, a distance of approximately 23 feet to a point for

the common corner of Farm Lots 8 and 9, of said Landblock 228, and being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the common boundary line of Farm Lots 8 and 9, of said Landblock 228, a distance of approximately 1457 feet to a point in the North boundary line of a called 20 acre tract out of the Northwest corner of Landblock 227, of said Burton and Danforth Subdivision, and described in a deed of record under Clerks File Number 176546, Real Property Records of Aransas County, Texas, and being an INTERIOR corner of this description;

THENCE, in a Southeasterly direction, along and with the North boundary line of said 20.0 acre tract, a distance of approximately 490 feet to a point in the Upper Northwesterly boundary line of Farm Lot 12, of said Landblock 227, Burton and Danforth Subdivision, and being an INTERIOR corner of this description;

THENCE, in a Northeasterly direction, along and with the Upper Northwesterly boundary line of said Farm Lot 12, a distance of approximately 313 feet to a point at the Southerly R.O.W. terminus of Nell Road, and being the Northwest corner of said Farm Lot 12, and being an EXTERIOR corner of this description;

THENCE, in a Southeasterly direction, along and with the South R.O.W. line of Nell Road, and the North boundary line of said Farm Lot 12, a distance of approximately 85 feet to a point for the Northeast corner of said Farm Lot 12 and being an EXTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the common boundary line of Farm Lots 11 and 12, an approximate distance of 2104 feet to a point in the South R.O.W. line of Walker Road, and being in the North boundary line of Farm Lot 10, of Land Block 226, of said Burton and Danforth Subdivision, and being an EXTERIOR corner of this description;

THENCE, in a Northwesterly direction, along and with the South R.O.W. line of said Walker Road, a distance of approximately 43 feet to a point for the common corner of Farm Lots 10 and 11, of said Landblock 226, and being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the common boundary line of Farm Lots 10 and 11, and 19 and 18, an approximate distance of 1326 feet to a point in the South R.O.W. line of Hailey Road and being in the North boundary line of Lot 10-B, of a replat of Farm Lot 10, Burton and Danforth Subdivision, lying North of Texas State F.M. 188, according to the plat recorded in Volume 3, Page 54, Plat Records of Aransas County, Texas, and being an EXTERIOR corner of this description;

THENCE, in a Northwesterly direction, along and with the South R.O.W. line of Hailey Road, an approximate distance of 353 feet to a point for the common corner of Lot 11-A, of a replat of Farm Lot 11, Landblock 225, Burton and Danforth Subdivision, according to the plat recorded in Volume 3, Page 123, Plat Records of Aransas County, Texas, and Fractional Farm Lot 12, of said Landblock 225, Burton and Danforth Subdivision, an being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the Westerly boundary line of Lots 11-A and 11-D, of said replat of Farm Lot 11, crossing Texas State F.M. 188, an approximate distance of 475 feet to a point in the South R.O.W. line of said Texas State F.M. 188, and being the Northwest corner of Lot 11-F, of said replat of Farm Lot 11, Landblock 225, and being an EXTERIOER corner of this description;

THENCE, in a Northwesterly direction, along and with the South R.O.W. line of said Texas State F.M. 188, an approximate distance of 25 feet to a point for the Northeast corner of Lot 17-B, Kelsey Subdivision, Unit 2, according to the plat recorded in Volume 4, Page 176, Plat Records of Aransas County, Texas, and being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the common boundary line of said Farm Lot 18, Landblock 225, and Kelsey Subdivision, Unit 2, an approximate distance of 870 feet to a point in the South R.O.W. line of Mack Road and being the common corner of Farm Lots 9 and 10, of said Landblock 224, and being an EXTERIOR corner of this description;

THENCE, in a Northwesterly direction, along and with the South R.O.W. line of Mack Road, an approximate distance of 830 feet to a point in the Easterly R.O.W. line of said Texas State Highway No. 35 Relief Route, and being the Northwest corner of Lot 12-B, of a replat of Farm Lot 12, Landblock 224, Burton and Danforth Subdivision, according to the plat recorded in Volume 6, Page 161, Plat Records of Aransas County, Texas, and being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction, along and with the Easterly R.O.W. line of said Texas State Highway No. 35 Relief Route, a distance of approximately 460 feet to a point in the West boundary line of Lot 12-A, of said replat of Farm Lot 12, Landblock 224, and being at the projection of the South R.O.W. line of Mundine Road, and being the SOUTHEAST corner of this description;

THENCE, in a Northwesterly direction, along and with the projection of the South R.O.W. line of Mundine Road, crossing said Texas State Highway No. 35 Relief Route, a distance of approximately 2753 feet to a point for the common corner of Farm Lots 8 and 9, of Landblock 17, T.P. McCampbell Subdivision, according to the plat recorded in Volume 1, Pages 3 and 4, Plat Records of Aransas County, Texas, and being the SOUTHWEST corner of this description;

THENCE, in a Northeasterly direction, crossing said Mundine Road, and along and with the common boundary line of Lots 8A and 8B and Lots 8C and 9D, of Ken Mar No. 3, Unit 4, according to the plat recorded in Volume 3, Page 70, Plat Records of Aransas County, Texas, crossing said Texas State F.M. 188, and with the East boundary line of Little Ponds, according to the plat recorded in Volume 5, Page 119, Plat Records of Aransas County, Texas, and the West boundary line of Farm Lot 8, Landblock 19, of said T.P. McCampbell Subdivision, an approximate distance of 2644 feet to a point in the South R.O.W. line of a 40.0 foot wide platted roadway, and being the Northeast corner of Lot 13, of said Little Ponds, and being an INTERIOR corner of this description;

THENCE, in a Northwesterly direction, along and with the South R.O.W. line of said 40.0 foot wide platted R.O.W. and the North boundary line of said Little Ponds, an approximate distance of 330 feet to a point for the Northwest corner of said Lot 13, and being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction, crossing said 40.0 foot wide platted R.O.W. and along and with the common boundary line of Farm Lots 9 and 10, Landblock 20, of said T.P. McCampbell Subdivision, an approximate distance of 763 feet to a point for the Northeast corner of said Farm Lot 10, Landblock 20, and being in the South boundary line of a called 127.75 acre tract out of the D.W. Grant Properties, according to

the deed of record under Clerks File Number 326488, Official Public Records of Aransas County, Texas, and being an EXTERIOR corner of this description;

THENCE, in an Easterly direction, along and with the South boundary line of said called 127.75 acre tract, a distance of approximately 220 feet to a point for the Southeast corner of said 127.75 acre tract, and being an INTERIOR corner of this description;

THENCE, in a Northerly direction, along and with the Easterly boundary line of said 127.75 acre tract, an approximate distance of 2942 feet to a point for the Southwest corner of a called 80 acre tract, referred to as the Leroy Young 80 acre tract, according to the deed of record under Volume "I-3", Page 255, Deed Records of Aransas County, Texas, and being the Southwest corner of a called 110.269 acre tract, including said 80 acres, called Tract 4, in a deed to Hugh T. Chapman and recorded under Clerks File Number 342683, Official Public Records of Aransas County, Texas, and being an EXTERIOR corner of this description;

THENCE, in an Easterly direction, along and with the common boundary line of said called 476 acre tract and said 110.269 acre tract, a distance of approximately 2700 feet to a point for the Southeast corner of said 110.269 acre tract and being an INTERIOR corner of this description;

THENCE, in a Northerly direction, along and with the East boundary line of said 110.269 acre tract, the East boundary line of Lots 1 and 2, of said J.A. Young Subdivision, according to the plat recorded in Volume 1, Page 57, Plat Records of Aransas County, Texas, and the East boundary line of said 105.50 acre tract, an approximate distance of 2845 feet to the **PLACE OF BEGINNING** and containing approximately 990 acres or 43, 144,568 square feet of land, more or less.

2016 Field Notes/990 AcreAnnex

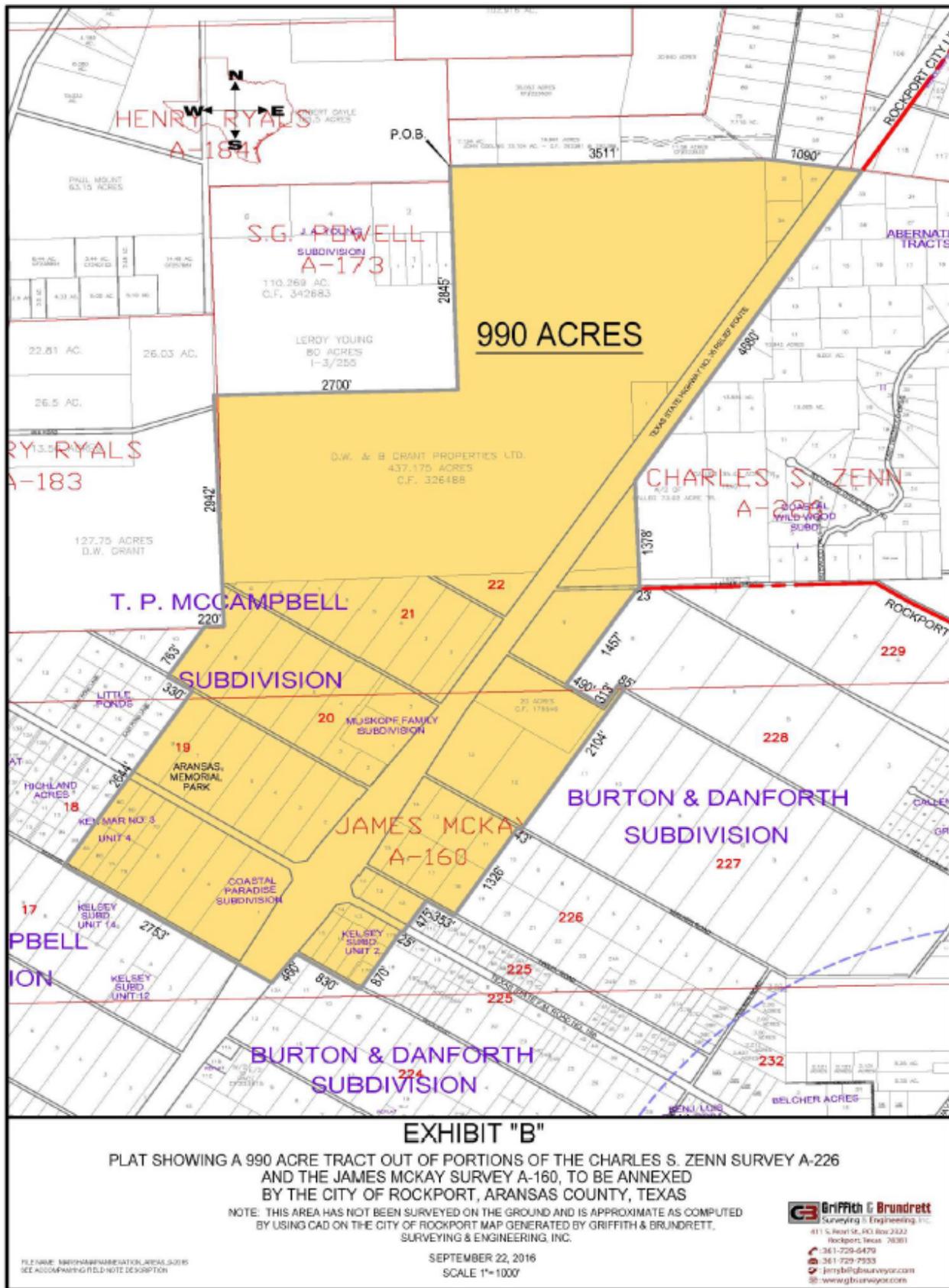


EXHIBIT "C" MUNICIPAL ANNEXATION SERVICE PLAN
FOR
AREA "SH 35 – FM 188 CROSSROADS" (990 Acres)

Area to be Annexed

Being approximately 990 acres out of a portion of the Charles Zenn Survey, A-226, and the James McKay Survey, A-160, with said 990 acres being more particularly described by metes and bounds on Field Notes shown in Exhibit "A" and map in "Exhibit B."

Introduction

In accordance with the directives of the City Council of the City of Rockport, Texas, the City's Comprehensive Plan, and the requirements of Subsection 43.056 of the Texas Local Government Code, the following service plan for the area hereinafter referred to as Area "SH 35-FM188 Crossroads" and as shown on the accompanying map that has been prepared. The proposed plan may be amended as a result of the public hearing process in accordance with Subsection 43.056 of the most current edition of the Texas Local Government Code. This service plan shall become a part of an annexation ordinance submitted to the City Council for consideration and action, if any.

The following services will be provided on the effective date of the annexation of the area according to Subsection 43.056 of the most current edition of the Texas Local Government Code regarding services to newly annexed areas:

1. Animal Control

Existing Services: Animal control services for this area are currently provided by the Aransas County Animal Control Department.

Services to be Provided: The Aransas County Animal Control Department will continue the enforcement of the City of Rockport's animal control ordinances on the effective date of the annexation. Such services can be provided with current Animal Control personnel and within the current budget appropriation.

2. Capital Improvements

Construction of capital improvements shall be considered by the City in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

3. Building Inspections

Existing Services: Existing building inspection services are provided in this area by the City of Rockport when required by applicable building codes.

Services to be Provided: The Building & Development Department will provide Code Enforcement and Building Inspection Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes, which regulate building construction within the City of Rockport. Annexation of this area would require an increase of approximately 520 building inspector labor hours and 520 code enforcement officer labor hours.

4. Emergency Medical Services

Existing Services: Emergency medical services are currently provided under contract with Aransas County by Allegiance Ambulance from their facility located at 400 Enterprise in Rockport.

Services to be Provided: Annexation of the proposed area will not alter the response times or service sectors. This area will be added to existing interagency agreements.

5. Fire

Existing Services: Existing services are typically provided as outside city limits response by the Rockport Volunteer Fire Department, Inc.

Services to be Provided: Fire suppression will be available to the area upon annexation and will be provided by the Rockport Volunteer Fire Department, Inc. There is a fire substation currently located at 119 Freeze Lane. Annexation of the proposed area will not alter the response times, service sectors or the existing interagency agreements.

6. Health Code Enforcement

Existing Services: Public health services for this area are currently provided by the Aransas County Environmental Health Department.

Services to be Provided: The Aransas County Health Department will implement the enforcement of the City of Rockport's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation.

7. Natural Gas Service

Existing Services: Existing natural gas utility services to this area are provided by the City of Rockport.

Services to be Provided: Natural gas service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, gas service shall be provided in

accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Gas utility rates will be based on a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

8. Library Services

Existing Services: Library services are provided by the Aransas County Public Library.

Services to be Provided: Library services will still be provided by the Aransas County Public Library under the same terms. Annexation will not result in any changes in the availability of library facilities to residents of the area.

9. Parks

Existing Services: Parks are not provided by Aransas County in this area. All City parks are currently open to non-city residents.

Services to be Provided: Parks will continue to be provided by the City and annexation will not result in any changes in the availability of parks to residents of the area.

10. Planning and Zoning

Existing Services: This area falls within the Extraterritorial Jurisdiction (ETJ) of the City of Rockport. Platting and land subdivision activities are currently co-administered by Aransas County and the City of Rockport. The City's zoning and land use ordinances, however, are not applicable outside of the existing city limits.

Services to be Provided: The Building and Development Department's responsibility for regulating development and land use through the administration of the City of Rockport Zoning Ordinance will extend to this area on the effective date of the annexation. The property will solely be regulated under the requirements of the City of Rockport Subdivision Ordinance. These services can be provided within the department's current budget.

11. Police

Existing Services: Existing services are primarily provided by the Aransas County Sheriff's Office.

Services to be Provided: The Rockport Police Department will initiate full police and law enforcement services to this proposed annexed area at the effective date. Both divisions of the police department will coordinate this service plan.

1. The Patrol Division will provide active patrol services in the proposed area. These services will include accident investigation and preventative patrol to

- deter violations of state statutes and local ordinances. The Patrol Division will also assist other emergency-related agencies responding within this proposed area. The Patrol Division will provide further service to our customers by initiating and monitoring vacation/property checks for residences and businesses requesting such programs during their absence.
2. The Criminal Investigation Division will provide for active investigation services to be implemented in the proposed area. These services include crime scene search and the related analysis and investigation leading to the identification of suspects, issuance of arrest warrants and the apprehension of suspected offenders; preparation and submission of cases to the appropriate agency for prosecution and/or presentation to a Grand Jury; and response to citizen requests for crime prevention and security inspections of their real property. A review of the ongoing criminal investigations will be conducted to determine which (if any) cases should be transferred to the Rockport Police Department Investigation Division: The Criminal Investigation Division will assist in the development of neighborhood watch programs and conduct certified residential and business security surveys upon request.

Annexation of this area would require an increase of approximately 2,080 patrol labor hours, 1,387 criminal investigation labor hours, and 694 administration labor hours. The Rockport Police Department will coordinate with the proper governmental agencies to ensure that 911 map sheets will be updated related to 911 calls within the specified zone.

12. Sanitary Sewer Service

Existing Services: Existing sanitary sewer service in this area is provided by either the City of Rockport or by on-site sewage facilities.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and city policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance and as requested by developers. Extension of service shall comply with applicable codes and ordinances.

13. Solid Waste Collection

Existing Services: There is currently no dedicated solid waste disposal service for this area. Residents may contract individually with available service providers.

Services to be Provided: Solid Waste Collection will be provided by the City's contractor, Republic Services, Inc. Service shall comply with existing City policies, beginning with occupancy of structures. As provided for by Section 43.056(n) of the Texas Local Government Code, residents may continue to use their existing solid waste collection service for up to two years following the effective date of annexation. At the end of the

two-year period or termination of existing service by the customer (whichever is sooner), the City's contractor will begin providing service.

14. Street Lighting

Existing Services: Existing streetlights in the area are provided by the Texas Department of Transportation.

Services to be Provided: The City of Rockport will coordinate any requests for improved street lighting with the local electric provider in accordance with standard policy.

15. Street Maintenance

Existing Services: Existing street maintenance services for this area are provided by Aransas County Road and Bridge Department.

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation. All streets within the area proposed for annexation are currently paved. Annexation of this area would require an increase of approximately 832 street maintenance labor hours.

16. Storm Water Management

Existing Services: Drainage and storm water management within this area is currently provided by Aransas County.

Services to be Provided: Stormwater management administration will become effective upon annexation. Any existing county drainage and stormwater easements will be transferred to the City for maintenance. Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion. The City will assume maintenance of the developer's drainage facilities upon acceptance from the developer.

17. Water Service

Existing Services: Existing water utility services to this area is provided by the City of Rockport and includes both potable water and fire protection.

Services to be Provided: Water service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Water utility rates will be based on

a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

Miscellaneous

All other applicable municipal services will be provided to the area in accordance with the City of Rockport's established policies governing extension of municipal services to newly annexed areas. All City codes shall be in effect upon annexation.

Uniform Level of Services May Not Be Required

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of services.

Term

This service plan shall be valid for a term of ten (10) years.

Amendments

The plan shall not be amended unless public hearings are held in accordance with V.C.T.A., Local Government Code, Section 43.0561.

EXHIBIT "D"

Tract #1

ABS A160 James McKay Survey, being a tract of approximately 20.0 acres, ACAD Parcel ID - 8810307, record property owners – Catherine Blaffer Taylor; Camilla Blaffer Mallard; Joan Blaffer Johnson; Bernard N. Von Bothmer; Jane D. Owen; Anne D. Owen; Edward J. Hudson Jr.; Robert L. Hudson; Jacqueline de la Begassiere; Marisol de la Begassiere; Diane de la Begassiere; Sarah Blaffer Hrdy; Maria Von Bothmer; James O. Coleman

Property Identification #: 8810307	Property Information: 2016	Owner Identification #: 110088
Geo ID: 4000-160-010-000 Situs: 362-398 S H 35 BYPASS Address: ROCKPORT, TX 78382 Property Type: Real State Code: D2	Legal Description: ABS A160 James Mckay Survey Description: 20.0 ACRES Abstract: A160 Neighborhood: NULL Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, SAR, XSP	Name: TAYLOR CATHERINE BLAFFER Exemptions: DBA: NULL



Aransas CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Aransas County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT "D"

Tract #2

Burton & Danforth Subdivision Block 227 Lot 12 and Part of Lot 13, being a tract of approximately 38.355 acres, ACAD Parcel ID - 14749, record property owners – Nancy Scarborough Dandre

Property Identification #: 14749 Geo ID: 0848-227-012-005 Situs: 1170 SH 188 ROCKPORT, TX Address: 78382 Property Type: Real State Code: D1	Property Information: 2016 Legal Description: BURTON & DANFORTH, BLOCK 227, LOT 12 & PT OF 13, ACRES 38.355 Abstract: S0848 Neighborhood: HWY-BP-188-N1 Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, SAR, XSP	Owner Identification #: 58953 Name: DANDRE NANCY SCARBOROUGH Exemptions: NULL DBA: NULL
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Aransas CAD Map Search

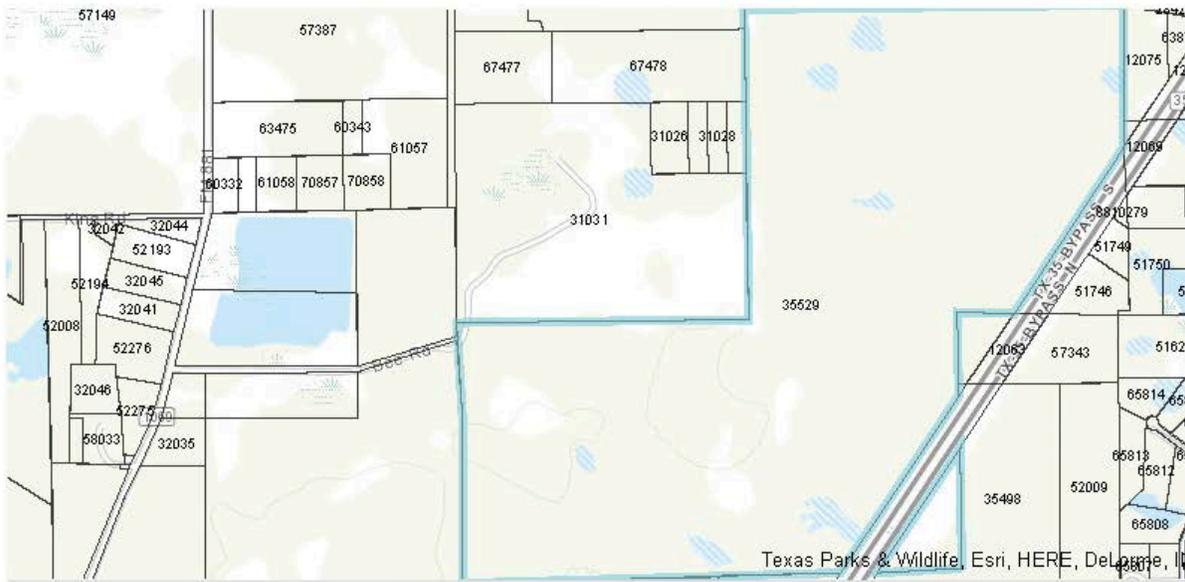
This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Aransas County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT "D"

Tract #3

A226 C S Zenn Survey, being a tract of approximately 437.175 acres, ACAD Parcel ID - 35529, record property owners – DW & B Grant Properties Ltd.

Property Identification #: 35529 Geo ID: 6575-226-450-000 Situs: 501-651 S H 35 BYPASS Address: ROCKPORT, TX 78382 Property Type: Real State: D1 Code:	Property Information: 2016 Legal Description: A226 C S Zenn Survey, ACRES Description: 437.175 Abstract: A226 Neighborhood: HWY-BP-188-N1 Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, XSP, SAP	Owner Identification #: 112230 Name: DW & B GRANT PROPERTIES LTD Exemptions: DBA: NULL
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Aransas CAD Map Search

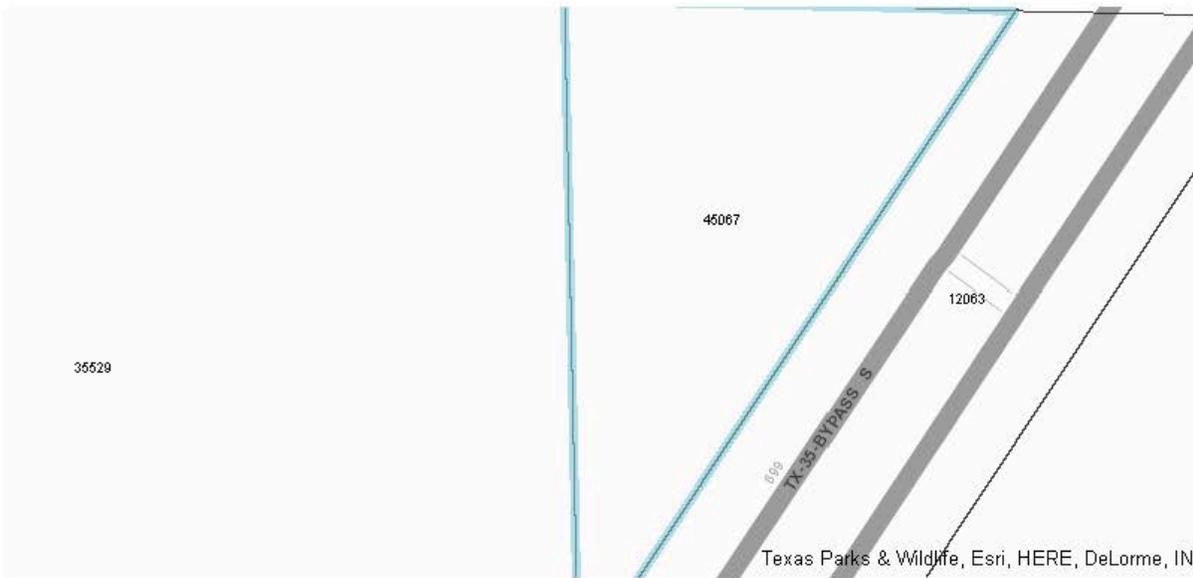
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EXHIBIT "D"

Tract #4

Abernathy Tracts Lot Pt. of Tr.1 & 2, being a tract of approximately 4.521 acres, ACAD Parcel ID - 45067, record property owners – DW & B Grant Properties Ltd.

Property Identification #: 45067 Geo ID: 0025-000-002-000 Situs: 661-741 S H 35 BYPASS Address: ROCKPORT, TX 78382 Property Type: Real State: D1 Code:	Property Information: 2016 Legal: ABERNATHY TRACTS, LOT PT. Description: OF TR.1 & 2, ACRES 4.521 Abstract: S0025 Neighborhood: HWY-BP-188-N1 Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, SAR, XSP	Owner Identification #: 112230 Name: DW & B GRANT PROPERTIES LTD Exemptions: DBA: NULL
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Aransas CAD Map Search

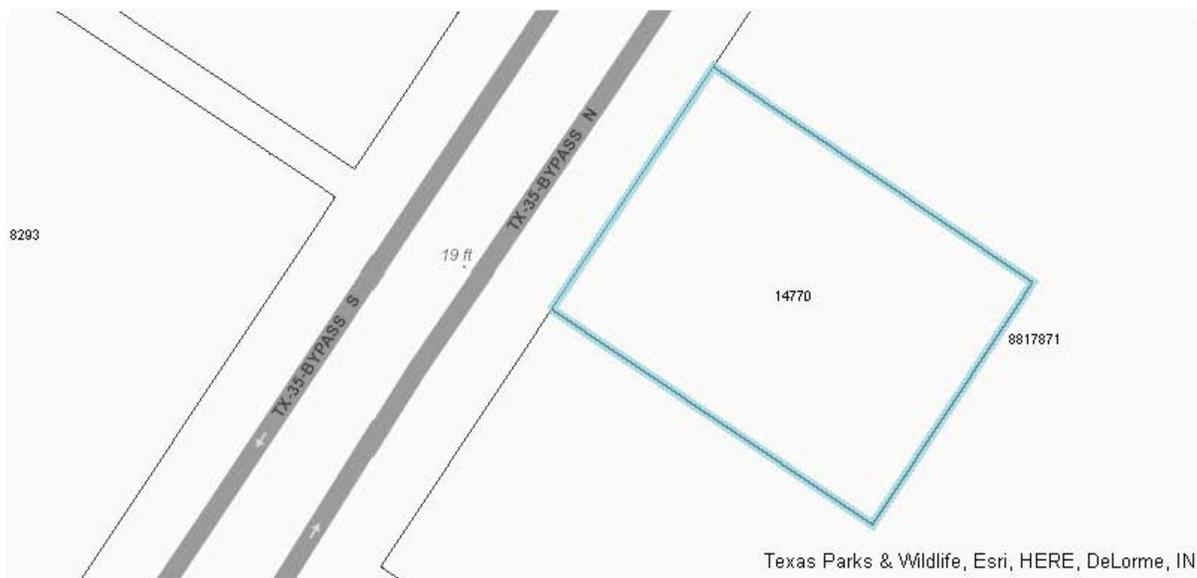
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EXHIBIT "D"

Tract #5

Burton & Danforth Subdivision Block 228 Lot 9 Pt of, being a tract of approximately 3.422 acres, ACAD Parcel ID - 14770, record property owners – Billy Dean Monroe

Property Identification #: 14770 Geo ID: 0848-228-009-000 Situs: 450 S H 35 BYPASS ROCKPORT, Address: TX 78382 Property Type: Real State Code: F1	Property Information: 2016 Legal Description: BURTON & DANFORTH, BLOCK 228, LOT 9, PT OF, ACRES 3.422 Abstract: S0848 Neighborhood: HWY:BP-188-N1 Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, SAR, XSP	Owner Identification #: 31542 Name: MONROE BILLY DEAN Exemptions: HS DBA: RV- BIG FISH RV PARK
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Aransas CAD Map Search

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EXHIBIT "D"

Tract #6

McC Campbell Subdivision Block 18 Lot 4 & Pt of 5 & 6, being a tract of approximately 28.134 acres, ACAD Parcel ID - 65175, record property owners – Clifford D. Tonne

Property Identification #: 65175 Geo ID: 3900-018-004-000 Situs: 1371-1471 SH 188 ARANSAS Address: PASS, TX 78336 Property Type: Real State Code: D1	Property Information: 2016 Legal: McC Campbell, BLOCK 18, Lot 4 & Description: PT OF 5 & 6, ACRES 28.134 Abstract: S3900 Neighborhood: NULL Appraised Value: N/A Jurisdictions: CAD, GAR, NVD, XSP, SAP	Owner Identification #: 87486 Name: TONNE CLIFFORD D Exemptions: DBA: NULL
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Aransas CAD Map Search

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CITY COUNCIL AGENDA
Regular Meeting: Tuesday, December 13, 2016

AGENDA ITEM: 12

Deliberate and act on second and final reading of an Ordinance of the City of Rockport, Texas, providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 212 acres of land, more or less, along Highway 35 Bypass between 12th Street and approximately 545 feet north of Griffith Drive, out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-317, and the C.W. Egery Survey A-62, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date.

SUBMITTED BY: Community Planner Amanda Torres

APPROVED FOR AGENDA: PKC

BACKGROUND: This is the second and final reading of the ordinance for the proposed annexation connecting the two city limits along Highway 35 Bypass. Please see the accompanying ordinance, metes and bounds description, and service plan for more information.

Council approved the first reading on November 29, 2016. There have been no changes in format but the following additional citation was added: "WHEREAS, in compliance with §43.057 of the Texas Local Government Code, the Rockport City Council finds that, although the annexation of the property described on Exhibit "A" will result in an area within the City of Rockport that will be completely surrounded by the City of Rockport, surrounding the area is in the public interest."

Texas Local Government Code §43.057 stipulates that if a proposed annexation would cause an area to be entirely surrounded by the annexing municipality but would not include the area within the municipality, the governing body of the municipality must find, before completing the annexation, that surrounding the area is in the public interest.

FISCAL ANALYSIS:

RECOMMENDATION: Staff recommends Council approve second and final reading of an ordinance providing for the annexation into the City of Rockport, Aransas County, Texas, of the hereinafter described territory, located adjacent to the City's corporate limits within the extraterritorial jurisdiction of the City and not being a part of any incorporated area; extending the boundary limits of the City so as to include the territory consisting of approximately 212 acres of land, more or less, along Highway 35 Bypass between 12th Street and approximately 545 feet north of Griffith Drive, out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-317, and the C.W. Egery Survey A-62, into the City's municipal limits, for all purposes; providing for related annexation service plans; repealing conflicting ordinances and resolutions; including a severability clause; granting to all the inhabitants of the annexed territory all the rights and privileges of other citizens and binding the inhabitants by all of the acts, ordinances, resolutions, and regulations of the City; and establishing an effective date, as presented.

ORDINANCE

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS, PROVIDING FOR THE ANNEXATION INTO THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, OF THE HEREINAFTER DESCRIBED TERRITORY, LOCATED ADJACENT TO THE CITY'S CORPORATE LIMITS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND NOT BEING A PART OF ANY INCORPORATED AREA; EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE TERRITORY CONSISTING OF APPROXIMATELY 212 ACRES OF LAND, MORE OR LESS, ALONG HIGHWAY 35 BYPASS BETWEEN 12TH STREET AND APPROXIMATELY 545 FEET NORTH OF GRIFFITH DRIVE, OUT OF PORTIONS OF THE JOSEPH F. SMITH SURVEY A-198, R.J. TOWNS SURVEY A-206, PAUL MCCOMBS SURVEY A-317, AND THE C.W. EGERY SURVEY A-62, INTO THE CITY'S MUNICIPAL LIMITS, FOR ALL PURPOSES; PROVIDING FOR RELATED ANNEXATION SERVICE PLANS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; GRANTING TO ALL THE INHABITANTS OF THE ANNEXED TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, §43.021 of the Texas Local Government Code and the home-rule charter of the City of Rockport, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, said territory proposed to be annexed is within the city's extraterritorial jurisdiction and is contiguous to the city;

WHEREAS, in compliance with §43.057 of the Texas Local Government Code, the Rockport City Council finds that, although the annexation of the property described on Exhibit "A" will result in an area within the City of Rockport that will be completely surrounded by the City of Rockport, surrounding the area is in the public interest; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Rockport, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

BEING THE DESCRIPTION OF A 212 ACRES OF LAND, MORE OR LESS, OUT OF PORTIONS OF THE JOSEPH F. SMITH SURVEY A-198, R. J. TOWNS SURVEY A-206, PAUL MCCOMBS SURVEY A-317, AND THE C. W. EGERY SURVEY A-62, WITH SAID 121 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN FIELD NOTES SHOWN IN EXHIBIT "A" AND MAP AS EXHIBIT "B".

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

1. That the heretofore described property is hereby annexed to the City of Rockport, Aransas County, Texas, and that the boundary limits of the City of Rockport be and the same are hereby extended to include the above described territory within the city limits of the City of Rockport, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Rockport and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as exhibit C.

The City Secretary is hereby directed to file with the County Clerk of Aransas County, Texas, and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance.

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

APPROVED and PASSED on first reading this the 29th day of November 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second reading this the 13th day of December 2016.

CITY OF ROCKPORT, TEXAS

Charles J. Wax, Mayor

ATTEST:

Teresa Valdez, City Secretary

EXHIBIT "A"
FIELD NOTE DESCRIPTION
212 ACRE TRACT TO BE ANNEXED BY CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS
September 22, 2016

BEING THE DESCRIPTION OF A 212 ACRES OF LAND, MORE OR LESS, OUT OF PORTIONS OF THE JOSEPH F. SMITH SURVEY A-198, R. J. TOWNS SURVEY A-206, PAUL MCCOMBS SURVEY A-317, AND THE C. W. EGERY SURVEY A-62, WITH SAID 121 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN at the common Northeast corner Lot 14, Peninsula Oaks Subdivision, Unit 3, as shown by plat of record in Volume 3, Page 34, Map Records of Aransas County, Texas, and the Northwest corner of Lot 15A, Peninsula Oaks Subdivision, Unit 3, as shown by a replat in Volume 4, Page 137, Map Records of Aransas County, Texas, with said point being the NORTHWEST corner and PLACE OF BEGINNING of this description;

THENCE, in a Southeasterly direction and following the Northerly boundary line of said Lot 15A, then Lot 16 of said Peninsula Oaks Subdivision, Unit 3, and crossing Texas State Highway No. 35 Relief Route a distance of approximately 1330 feet to a point for the Northeast corner of Lot 18, Peninsula Oaks Subdivision, Unit 3, with said point being the NORTHEAST corner of this description;

THENCE, in a Southwesterly direction a distance of approximately 2307 feet to a point for the Southeast corner of a 31.398 acre tract out the C. W. Egery Survey A-62 conveyed to Buffalo Park, Inc. under Clerk's File No. 245633, Official Public Records of Aransas County, Texas, with said point being an EXTERIOR corner of this description;

THENCE, in a Northwesterly direction a distance of approximately 632 feet to a point for the common Northwest corner of Lot 17 and Northeast corner of Lot 18, Block 253, Foor & Swickheimer Subdivision, as shown by plat of record in Volume 1, Page 28, Map Records of Aransas County, Texas, with said point being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction along and with the Easterly line of said Lot 18 and crossing Kresta Lane a distance of approximately 627 feet to a point on the Southerly R.O.W. line of Kresta Lane, with said point being the an EXTERIOR corner of this description;

THENCE, in a Northwesterly direction along and with the Southerly R.O.W. line of Kresta Lane a distance of approximately 232 feet to a point for the common Northwest corner of Lot 28 and the Northeast corner of Lot 29, Block 252 of said Foor & Swickheimer Subdivision with said point being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction along and with the Easterly line of Lots 29 and 39, Block 252 of said Foor & Swickheimer Subdivision and crossing Twelfth Street for an approximate distance of 2010 feet to a point on the Southerly R.O.W. line of Twelfth Street and being the Northeast corner of Lot 49, Block 251 of the Foor & Swickheimer Subdivision with said point being the SOUTHEAST corner of this description;

THENCE, in a Northwesterly direction along and with the Southerly R.O.W. line of Twelfth Street a distance of approximately 780 feet to a point in the cut-back R.O.W. line of Texas State Highway No. 35 Relief Route with said point being Northwest corner of Lot 50, Block 251 of said Foor & Swickheimer Subdivision and an INTERIOR corner of this description;

THENCE, in a Southwesterly direction of said cut-back R.O.W. line of Texas State Highway No. 35 Relief Route a distance of approximately 52 feet to a point on the Easterly line of a portion of Lot 20, Sartain & Montgomery Subdivision of the Paul McCombs Survey A-317 as shown by plat of record in Volume 1, Page 34, Map Records of Aransas County, Texas, with said point being an EXTERIOR corner of this description;

THENCE, in a Southwesterly direction of said cut-back R.O.W. line of Texas State Highway No. 35 Relief Route a distance of approximately 180 feet to a point on the Westerly line of a portion Lot 21 of said Sartain & Montgomery Subdivision with said point being an INTERIOR corner of this description;

THENCE, in a Southwesterly direction along and with the Easterly R.O.W. line of Texas State Highway No. 35 Relief Route a distance of approximately 202 feet to a point for the Southwest corner of a portion of Lot 22 of said Sartain & Montgomery Subdivision with said point being an EXTERIOR corner of this description;

THENCE, in a Westerly direction and crossing Texas State Highway No. 35 Relief Route a distance of approximately 621 feet to a point at the intersection of the Easterly R.O.W. line of Holly Road with the Westerly R.O.W. line of Texas State Highway No. 35 Relief Route with said point being the SOUTHWEST corner of this description;

THENCE, in a Northwesterly direction and crossing Holly Road a distance of approximately 42 feet to a point for the Southeast corner of Lot 41 of said Sartain and Montgomery Subdivision and being on the Westerly R.O.W. line of Holly Road with said point being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction along and with the Westerly R.O.W. line of Holly Road a distance of approximately 2032 feet to a point for the Northeast corner of Lot 23 of said Sartain and Montgomery Subdivision with said point being an INTERIOR corner of this description;

THENCE, in a Northwesterly direction along and with the Southerly R.O.W. line of Holly Road a distance of approximately 30 feet to a point for the Southeast corner of Lot 2-A of said Sartain and Montgomery Subdivision with said point being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction along and with the Westerly R.O.W. line of Holly Road a distance of approximately 273 feet to a point for the Northeast corner of said Lot 2-A of said Sartain and Montgomery Subdivision with said point being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction along and with the Northerly R.O.W. line of Holly Road a distance of approximately 410 feet to a point for the Southeast corner of Lot 13A, Peninsula Oaks Subdivision, Unit 5, as shown by a replat of record in Volume 5, Page 211, Map Records of Aransas County, Texas, with said point being an INTERIOR corner of this description;

THENCE, in a Northeasterly direction along and with the Westerly R.O.W. line of Alexander Drive a distance of approximately 1230 feet to a point at its intersection with the Southerly R.O.W. line of St. Francis Circle with said point being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction and crossing St. Francis Circle a distance of approximately 65 feet to a point for the Southwest corner of Lot 18, Club Lake Estates, as shown by plat of record in Volume 3, Page 79, Map Records of Aransas County, Texas, with said point being an EXTERIOR corner of this description;

THENCE, in a Southeasterly direction along and with the Northerly R.O.W. line of St. Francis Circle a distance of approximately 770 feet to a point with its intersection with the Westerly R.O.W. line of St. Francis Circle and with said point being the Southeast corner of Lot 15 of said Club Lake Estates and an INTERIOR corner of this description;

THENCE, in a Northeasterly direction along and with the Westerly R.O.W. line of St. Francis Circle a distance of approximately 1005 feet to a point at its intersection with the Southerly R.O.W. line of Griffith Drive and being the Northeast corner of Lot 7 of the said Club Lake Estates and being an EXTERIOR corner of this description;

THENCE, in a Northeasterly direction and crossing Griffith Drive a distance of approximately 63 feet to a point for the Southwest corner of Lot 14A, Peninsula Oaks Subdivision, Unit 3, as shown by a replat of record in Volume 4, Page 137, Map Records of Aransas County, Texas, with said point being an INTERIOR corner of this description;

THENCE, in a Northeasterly direction a distance of approximately 508 feet to the PLACE OF BEGINNING and containing 212 acres or 9,241,648 square feet of land, more or less.

2015 FIELD NOTES/212 ACRES ANNEXT

EXHIBIT "C"
MUNICIPAL ANNEXATION SERVICE PLAN
FOR
AREA "SH 35 CONNECTION" (212 Acres)

Area to be Annexed

Being approximately 212 acres out of portions of the Joseph F. Smith Survey A-198, R.J. Towns Survey A-206, Paul McCombs Survey A-137, and the C.W. Egery Survey A-62, with said 212 acres being more particularly described by metes and bounds on Field Notes shown in Exhibit "A" and map in "Exhibit B."

Introduction

In accordance with the directives of the City Council of the City of Rockport, Texas, the City's Comprehensive Plan, and the requirements of Subsection 43.056 of the Texas Local Government Code, the following service plan for the area hereinafter referred to as Area "SH 35 Connection" and as shown on the accompanying map that has been prepared. The proposed plan may be amended as a result of the public hearing process in accordance with Subsection 43.056 of the most current edition of the Texas Local Government Code. This service plan shall become a part of an annexation ordinance submitted to the City Council for consideration and action, if any.

The following services will be provided on the effective date of the annexation of the area according to Subsection 43.056 of the most current edition of the Texas Local Government Code regarding services to newly annexed areas:

1. Animal Control

Existing Services: Animal control services for this area are currently provided by the Aransas County Animal Control Department.

Services to be Provided: The Aransas County Animal Control Department will continue the enforcement of the City of Rockport's animal control ordinances on the effective date of the annexation. Such services can be provided with current Animal Control personnel and within the current budget appropriation.

2. Capital Improvements

Construction of capital improvements shall be considered by the City in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

3. Building Inspections

Existing Services: Existing building inspection services are provided in this area by the City of Rockport when required by applicable building codes.

Services to be Provided: The Building & Development Department will provide Code Enforcement and Building Inspection Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes, which regulate building construction within the City of Rockport. Annexation of this area would require an increase of approximately 520 building inspector labor hours and 520 code enforcement officer labor hours.

4. Emergency Medical Services

Existing Services: Emergency medical services are currently provided under contract with Aransas County by Allegiance Ambulance from their facility located at 400 Enterprise in Rockport.

Services to be Provided: Annexation of the proposed area will not alter the response times or service sectors. This area will be added to existing interagency agreements.

5. Fire

Existing Services: Existing services are typically provided as outside city limits response by the Rockport Volunteer Fire Department, Inc.

Services to be Provided: Fire suppression will be available to the area upon annexation and will be provided by the Rockport Volunteer Fire Department, Inc. There is a fire substation currently located at 1608 West Terrace Blvd. Annexation of the proposed area will not alter the response times, service sectors or the existing interagency agreements.

6. Health Code Enforcement

Existing Services: Public health services for this area are currently provided by the Aransas County Environmental Health Department.

Services to be Provided: The Aransas County Health Department will implement the enforcement of the City of Rockport's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation.

7. Natural Gas Service

Existing Services: Existing natural gas utility services to this area are provided by the City of Rockport.

Services to be Provided: Natural gas service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, gas service shall be provided in accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Gas utility rates will be based on a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

8. Library Services

Existing Services: Library services are provided by the Aransas County Public Library.

Services to be Provided: Library services will still be provided by the Aransas County Public Library under the same terms. Annexation will not result in any changes in the availability of library facilities to residents of the area.

9. Parks

Existing Services: Parks are not provided by Aransas County in this area. All City parks are currently open to non-city residents.

Services to be Provided: Parks will continue to be provided by the City and annexation will not result in any changes in the availability of parks to residents of the area.

10. Planning and Zoning

Existing Services: This area falls within the Extraterritorial Jurisdiction (ETJ) of the City of Rockport. Platting and land subdivision activities are currently co-administered by Aransas County and the City of Rockport. The City's zoning and land use ordinances, however, are not applicable outside of the existing city limits.

Services to be Provided: The Building and Development Department's responsibility for regulating development and land use through the administration of the City of Rockport Zoning Ordinance will extend to this area on the effective date of the annexation. The property will solely be regulated under the requirements of the City of Rockport Subdivision Ordinance. These services can be provided within the department's current budget.

11. Police

Existing Services: Existing services are primarily provided by the Aransas County Sheriff's Office.

Services to be Provided: The Rockport Police Department will initiate full police and law enforcement services to this proposed annexed area at the effective date. Both divisions of the police department will coordinate this service plan.

1. The Patrol Division will provide active patrol services in the proposed area. These services will include accident investigation and preventative patrol to deter violations of state statutes and local ordinances. The Patrol Division will also assist other emergency-related agencies responding within this proposed area. The Patrol Division will provide further service to our customers by initiating and monitoring vacation/property checks for residences and businesses requesting such programs during their absence.
2. The Criminal Investigation Division will provide for active investigation services to be implemented in the proposed area. These services include crime scene search and the related analysis and investigation leading to the identification of suspects, issuance of arrest warrants and the apprehension of suspected offenders; preparation and submission of cases to the appropriate agency for prosecution and/or presentation to a Grand Jury; and response to citizen requests for crime prevention and security inspections of their real property. A review of the ongoing criminal investigations will be conducted to determine which (if any) cases should be transferred to the Rockport Police Department Investigation Division: The Criminal Investigation Division will assist in the development of neighborhood watch programs and conduct certified residential and business security surveys upon request.

Annexation of this area would require an increase of approximately 2,080 patrol labor hours, 1,387 criminal investigation labor hours, and 694 administration labor hours. The Rockport Police Department will coordinate with the proper governmental agencies to ensure that 911 map sheets will be updated relating to 911 calls within the specified zone.

12. Sanitary Sewer Service

Existing Services: Existing sanitary sewer service in this area is provided by either the City of Rockport or by on-site sewage facilities.

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and city policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance and as requested by developers. Extension of service shall comply with applicable codes and ordinances.

13. Solid Waste Collection

Existing Services: There is currently no dedicated solid waste disposal service for this area. Residents may contract individually with available service providers.

Services to be Provided: Solid Waste Collection will be provided by the City's contractor, Republic Services, Inc. Service shall comply with existing City policies, beginning with occupancy of structures. As provided for by Section 43.056(n) of the Texas Local Government Code, residents may continue to use their existing solid waste collection service for up to two years following the effective date of annexation. At the end of the two-year period or termination of existing service by the customer (whichever is sooner), the City's contractor will begin providing service.

14. Street Lighting

Existing Services: Existing streetlights in the area are provided by the Texas Department of Transportation.

Services to be Provided: The City of Rockport will coordinate any requests for improved street lighting with the local electric provider in accordance with standard policy.

15. Street Maintenance

Existing Services: Existing street maintenance services for this area are provided by Aransas County Road and Bridge Department.

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation. All streets within the area proposed for annexation are currently paved. Annexation of this area would require an increase of approximately 832 street maintenance labor hours.

16. Storm Water Management

Existing Services: Drainage and storm water management within this area is currently provided by Aransas County.

Services to be Provided:

Stormwater management administration will become effective upon annexation. Any existing county drainage and stormwater easements will be transferred to the City for maintenance. Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completion. The City will assume maintenance of the developer's drainage facilities upon acceptance from the developer.

17. Water Service

Existing Services: Existing water utility services to this area is provided by the City of Rockport and includes both potable water and fire protection.

Services to be Provided: Water service to the area will continue to be provided by the City of Rockport in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances and as requested by developers. Extension of service shall comply with City codes and ordinances. Water utility rates will be based on a lower Inside City Limits customer classification as opposed to the Outside City Limits customer classification.

Miscellaneous

All other applicable municipal services will be provided to the area in accordance with the City of Rockport's established policies governing extension of municipal services to newly annexed areas. All City codes shall be in effect upon annexation.

Uniform Level of Services May Not Be Required

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of services.

Term

This service plan shall be valid for a term of ten (10) years.

Amendments

The plan shall not be amended unless public hearings are held in accordance with V.C.T.A., Local Government Code, Section 43.0561.

CITY COUNCIL AGENDA
Regular Meeting: December 13, 2016

AGENDA ITEM: 13

Deliberate and act on Republic Services Agreement Amendment 1 allowing other contractors to offer industrial service with containers of less than 17 cubic yards.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: After the agreement with Republic Services was approved by Council, staff became aware that Republic does not provide industrial containers smaller than 17 cubic yards and has no interest in doing so. There is at least one company currently serving the Rockport area with containers smaller than 17 cubic yards, specifically 10 yard containers. Since Republic does not want to serve the small container market, they have agreed to the proposed amendment relinquishing their exclusive franchise on industrial containers that are smaller than 17 cubic yards, with the stipulation that any vendor for small containers also be subject to the same six percent franchise fee that Republic pays.

Please see the accompanying proposed amendment and the new agreement with Republic for additional information.

FISCAL ANALYSIS: A financial analysis is not possible at this time as there is no data available showing the level of existing small container business that will now be subject to the City's six percent franchise fee; however, the City can expect a small net increase in franchise revenue.

RECOMMENDATION: Staff recommends Council approve Amendment 1 to the agreement with Republic Services allowing other contractors to offer industrial service with containers of less than 17 cubic yards, as presented.

FIRST AMENDMENT TO CITY OF ROCKPORT, TEXAS MUNICIPAL CONTRACT

This First Amendment to the **CITY OF ROCKPORT, TEXAS MUNICIPAL CONTRACT** (this “Amendment”) is made effective as of November 1, 2016, by and between the City of Rockport, Texas (the “City”), and BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Corpus Christi // Republic Services of Corpus Christi, qualified to do and actually doing business in the state of Texas (the “Contractor”), as successor-in-interest to Browning-Ferris, Inc. (“BFI”). The City and Contractor are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Recitals

A. The City and BFI entered into that certain **MUNICIPAL CONTRACT** dated June 28, 2016 (collectively, the “Agreement”) pursuant to which BFI agreed to provide solid waste collection and disposal services as more set forth in the Agreement. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

B. The Parties desire to amend the Agreement pursuant to the terms of this Amendment.

Agreement

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the Parties have agreed as follows:

1. **Amendment to Agreement Language.** The General Specifications of the Agreement are hereby amended as follows:

(a) **Section 11: Exclusive Contract**

The Contractor shall have an exclusive franchise, license and privilege to provide collection and disposal of Waste Material, and collection of Recyclable Material within the city limits for and on behalf of the City to the designated Residential, Commercial, and Industrial Units covered by this Agreement. The Contractor shall allow other contractors to offer industrial service within the corporate city limits provided the size of the containers are less than seventeen (17) cubic yards. All contractors will be subject to the 6% franchise fee stipulated in Section 11.1 the agreement and payable to the City. The City will enforce the franchise exclusivity, yet will provide the Contractor a letter of approval to issue to commercial and industrial businesses as needed to aid in this process.

2. **Conflict in Terms.** In the case of a conflict in terms between this Amendment and any Contract Documents, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate conformed originals as of the date first set forth above.

CONTRACTOR:

CITY:

BFI Waste Services of Texas, LP

City Rockport, Texas

By: Allied Waste Landfill Holdings, Inc.
General Partner

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

DRAFT 11/22/16

Municipal Contract

(For Residential, Commercial, Municipal Facilities, and All-In-One Recycling)

THIS MUNICIPAL CONTRACT (the "Contract"), is made and entered into on August 23, 2016, by and between the **CITY OF ROCKPORT, TEXAS** (the "City") and **BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Corpus Christi // Republic Services of Corpus Christi**, qualified to do and actually doing business in the state of Texas (the "Contractor"), as successor-in-interest to Browning-Ferris, Inc.. The City and Contractor are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):
 - ✓ Residential and Commercial Units
 - ✓ Municipal Facilities
 - ✓ Recyclables from above checked locations only

2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Performance Bond
 - e. Exhibit E - Waste Material Collection Specifications for Residential Units
 - f. Exhibit F - Recyclable Material Collection Specifications for Residential Units
 - g. Exhibit G - Waste Material Collection Specifications for Municipal Facilities

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. The initial term if this Contract shall be from **August 1, 2017, (the "Effective Date")** until **July 31, 2023**, and will automatically renew for a five (5) year period. Should either the City or Contractor elect not to renew and extend the contract for an additional (5) years, notice must be given by certified mail (return receipt requested) to the other party in writing not less than 120 days prior to the expiration of the Contract, unless this Contract is sooner terminated as provided elsewhere herein. The parties agree that the automated services provided under this Contract is to begin upon Contractor's receipt of the capital equipment and inventory at a date to be determined in 2016 or by the first quarter of 2017. Between August 1, 2017, and the beginning of automated services, residential waste and recycling collection shall continue by hand collection.

IN WITNESS HEREOF, CJ Wax, the Mayor of Rockport, hereunto subscribed his name, and Robert Bradley, Authorized Agent of BFI Waste Services of Texas LP d/b/a Allied Waste Services of Corpus Christi // Republic Services of Corpus Christi, has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES: City: City of Rockport, Texas

BY: [Signature]
CJ Wax, Mayor

ON: August 31, 2016

WITNESSES: Contractor: BFI Waste Services of Texas, L.P.
d/b/a Allied Waste Services of Corpus Christi

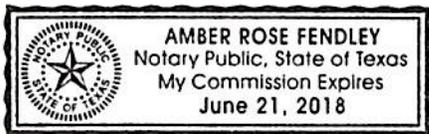
By: Allied Waste Landfill Holdings, Inc.,
a Delaware corporation
General Partner of Contractor

BY: [Signature]
Robert Bradley, Authorized Agent

ON: September 21, 2016

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each respective signature on and as of the 21 day of September, 2016.

WITNESS MY HAND AND SEAL OF OFFICE



[Signature]
NOTARY PUBLIC

EXHIBIT A
GENERAL SPECIFICATIONS

1. **DEFINITIONS**

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs and shall not be larger than 35 gallons in size.

1.2 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.3 **City** - City of Rockport, Texas

1.5 **Container for Garbage, Rubbish, and Yard Waste Collection** – A 95 gallon or 64 gallon receptacle or one with the capacities designated on the exhibits hereto (e.g. 2 – 8 yard receptacles) that is designed for the purpose of curbside or parking lot collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass and having a tight fitting lid. The weight of a container and its contents shall not exceed 250 lbs, and the weight of other containers shall be as provided by Contractor.

1.6 **Container for Recycling** – A 95 gallon or 64 gallon receptacle or one with the capacities designated on the exhibits hereto (e.g. 2 – 8 yard receptacles) that is designed for the purpose of curbside or parking lot collection of recyclables and is constructed of plastic, metal or fiberglass and having a tight fitting lid. The weight of a container and its contents shall not exceed 250 lbs, and the weight of other containers shall be as provided by Contractor.

1.7 **Commercial and Industrial Refuse** – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.8 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.9 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.10 **Excluded Waste** – Excluded Waste is all Bulky Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.11 **Garbage** – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used

tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.12 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.13 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.14 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

1.15 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.16 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.17 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit F of this Contract.

1.18 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.19 Overload – Any container that has debris six inches over and beyond the top and/or that prevents the lid from closing properly on the day of collection.

1.20 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract: All commodities must be clean and non-contaminated.

- (a) Cans – Clean aluminum, tin/steel containers.
- (b) Paper – Clean, dry, unsoiled (white, mixed, newspaper, magazines, folders).

- (c) Plastic – PETE & HDPE containers (milk jugs, clear bottles, colored plastic)
- (d) Cardboard – Clean, dry, unsoiled
- (e) Items not accepted –Styrofoam, glass, rubber hoses, hangers, plastic bags

1.23 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than three 95 gallon container(s) per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

1.24 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.27 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);

- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and
- (j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.29 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units or Municipal Facilities that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be placed in the refuse 95 gallon or 64 gallon container for curbside collection, except for as provided in Sections 3.16 and 16.13 when yard waste may be bagged.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified Municipal Facilities in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- (a) Exhibit E - Waste Material Collection Specifications for Residential Units
- (b) Exhibit F - Recyclable Material Collection Specifications for Residential Units.

(c) Exhibit G - Waste Material Collection Specifications for Municipal Facilities

2.2 Work Not Covered By Contract. The work under this Contract does not include:

(a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations; only industrial is permitted.

(b) the collection or disposal of Excluded Waste materials;

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers for Collection. Each Container shall be placed at curbside for collection with 2-3 feet separation between carts. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container or Bag not so placed or any Waste Material not in a Container as specified in the applicable Exhibit hereto, provided that, on the day the waste is not collected, the Contractor shall provide a list of locations where the Contractor declined to collect any customer's container and/or contents due to a violation.

3.2 Hours of Operation. Collection of Commercial and Industrial Waste Material shall not start before **5:30 A.M. or continue after 8:00 P.M.** on the same day. Collection of Residential Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by Contractor with the City's approval. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, Christmas Day, and an optional Independence Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least one time per week.

3.5 Complaints. Customer complaints will be fielded by the City for missed collections, cart repair/replacements, deliveries, or any concern regarding service. All customer inquires regarding billing needs, new service, changes to existing service, and violations will be handled through the City primarily. The City will notify the Contractor as needed to remedy any changes,

needs, and/or complaints. In the event the customer contacts the Contractor directly the need will be taken care of and the City will be promptly made aware in writing of the complaint and its resolution.

3.6 Collection Equipment. Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor. Primary vehicles used for residential waste collection shall be powered by compressed natural gas.

3.7 Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site, and Contractor shall bear all disposal costs.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a commodity buyer selected by Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 Point of Contact. All dealing, contacts, etc., between Contractor and the City shall be directed by Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to Contractor's operation's team, customer service, Municipal Services Manager, and/or the general manager

3.13 Litter or Spillage. Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by Contractor, Contractor shall clean up the litter caused by the spillage within one business day of such spillage.

3.14 Overloads. Contractor shall document commercial overloads for which an overload fee is assessed by objective data, and photographs. The Contractor shall send a report to the City by the 10th day of each month which contains the business name of the overload and its service address. The City shall bill the customer the overload fee and any additional collection fees. The Contractor

will bill the City for the same charge per the fees on Exhibit C. In the event there is a dispute regarding the overload fee(s) the Contractor will cooperate and provide support to the City upon request.

3.15 Services to City. Contractor shall without charge to the City, collect, transport, and dispose of bulky waste, garbage, rubbish, small dead animals, solid waste, waste material, recycled material, and yard waste from all municipal facilities identified in Exhibit G. Additionally, Contractor shall provide without charge up to forty (40) cubic yards of container service for core beautification efforts per year.

3.16 Yard Waste. In addition to the Residential collection specifications identified in Exhibit E, the Contractor shall collect bagged yard waste up to eight (8) times per year on a schedule to be agreed upon by both parties each year.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Small, and Large Commercial Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Small, and Large Commercial Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

(c) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility

and must therefore be disposed of at a Disposal Site, the Contractor shall notify the City of the route affected by the contamination and has the option to perform an audit. Once the customers have been given notice of a violation the Contractor has the right to remove the containers if the violation occurs again.

(d) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Additional Costs and Charges.

(a) Change in Law. Contractor may increase the rates for services as a result of (i) any increases in taxes, fees, and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party or municipal disposal facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost increases shall be retroactive up to 90 days from the effective date of such increase or change in cost, provided the Contractor gives the City notice and documentation of said increase prior to imposition.

4.4 Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services, plus Gasoline) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted at 100% of the W/S/T Index, plus 10% of the "Gasoline" Index using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for October 1, 2016, and the latest CPI index available is the month of June 1, 2016 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - June 2015 through May, 2016

against

The average CPI for the 12 months - June 2014 through May, 2015

4.4.1 No more than sixty (60) and no less than thirty (30) days prior to each year's Rate Modification Date, Contractor shall send to the City a comparative statement setting out the "Water, Sewer, and Trash Collection Services Index" and "Gasoline Index" to include: (1) the most recent available index; (2) the index value for the same period with a 12 month average year-over-year; (3) the net percentage change; (4) the composite percentage change in both indices indicated above as calculated in accordance with Section 4.4; and (5) the increase in the fees which may be charged by Contractor. On the Rate Modification Date immediately following receipt of the comparative statement, the fees charged by Contractor shall be modified to reflect any change documented in the comparative statement. Such fee changes shall remain in effect until the following year's Rate Modification Date.

4.4.2 In addition to the above, Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as changes in location of disposal sites, landfill rates, local,

state and federal fees, an increase in the number of the Locations, for any reason, including but not limited to City growth or annexation. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City.

4.5 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by Contractor pursuant to this Contract, including those accounts that are delinquent.

4.6 Delinquent and Closed Accounts. Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from Contractor's discontinuing service at any location at the direction of the City. During any period of discontinued services, Contractor will not bill City for those periods.

4.7 Contractor Billings to City. Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services within ten (10) days following the end of the month and the City shall pay Contractor within 30 days of receipt of such invoice. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Contractor shall be entitled to payment for services rendered under this Contract irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to a one time late fee of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

4.8 Audit – The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Contractor shall present the findings to the City within 30 days from the conducting the audit. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.9 House Count—Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the City on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 City. City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's direct acts of negligence or acts of willful misconduct or those of its contractors or agents.

8. LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

9. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall be included as part of Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God where significant increases in volume of MSW are produced, Contractor and the City shall negotiate an additional payment to be made to Contractor. Further, when the City and Contractor reach such agreement, then the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor by both parties.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor, provided Contractor gives written notice of same within 30 days of said assignment. Any such assignee described above shall be bound by all terms herein.

11. EXCLUSIVE CONTRACT

Contractor shall have an exclusive franchise, license and privilege to provide collection and disposal of Waste Material, and collection of Recyclable Material within the City limits for and on behalf of the City to the designated Residential, Commercial, and Industrial Units covered by this Agreement.

11.1 Franchise Fee. Contractor agrees to pay the City a 6% franchise fee on residential and commercial revenues billed by the City. Industrial accounts will be individually billed by Contractor and will be subject to the 6% franchise fee as well. Contractor and City will add the 6% franchise fee on to the commercial accounts in the form of a franchise tax. The City will pay Contractor the net amount of the residential and commercial 6% each month on what is invoiced. Contractor will send a check to the city each month for 6% of the revenue Contractor collects for industrial.

In order to prevent slippage Contractor would ask the City to assist in enforcing the exclusivity rule through staff involvement, or an ordinance. Notwithstanding the terms of this Agreement or any other understanding between the parties, the franchise fee obligations of Contractor shall extend only to those revenues received and retained by Contractor as its rates or fees for providing services in the City, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges for the services, including but not limited to surcharges made for the purpose of satisfying (i) Contractor's own franchise fee obligations to the City or (ii) Contractor's sales tax obligations, the monies received by Contractor as a result of such surcharge(s) shall not be subject to the franchise fee and the City shall not be entitled to receive as part of its franchise fee any portion or percentage of such monies.

12. TITLE; EXCLUDED WASTE

12.1 Title. Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City immediately and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall cooperate with Contractor, who may conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor at Contractor's cost. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. TERMINATION OF CONTRACT

13.1 Termination by the City. In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to Contractor along with at least thirty (30) days (the "cure period") to correct such breach, unless it is determined that the breach presents a public health and safety hazard, in which case the City may take any appropriate action to correct the breach. Also, if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 Termination by Contractor. In the event of a failure by City to perform any material provision of this Contract, Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City and its customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Contractor shall be responsible for timely repairs and/or replacement of containers or parts the City or its customers need to participate in the services provided by Contractor. Additionally, Contractor shall make available to City and its customers, upon their request, the opportunity to exchange their 95 gallon container for a 64 gallon or vice versa without charge within the first four months of establishing service.

15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas, if agreed by both parties.

16. MISCELLANEOUS TERMS

16.1 Damage to Property. Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.

16.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

16.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.

16.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

16.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 Governing Law. This Contract shall be interpreted and governed by the laws of the state where the work is performed, and venue shall be Aransas County.

16.10 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

16.12 Service Changes. In the event the City requests a change in frequency of service to once a week collection of refuse and recycling with 95 or 64 gallon carts, Contractor will allow

these changes on or before twelve (12) months following commencement of automation. The current pricing of \$20.46 per home would increase to \$22.46 per home, per month if this change is approved by the City. After twelve (12) months following commencement of automation, the pricing will be re-assessed based on Contractor's current cost. Any other service enhancements may be considered by both parties during the six (6) year term.

16.13 Bagged Leaves. Contractor will collect curbside bagged leaves for residential units up to eight (8) times per year. The weeks will be negotiated with the city each year of the term and the city will notify the residents of the collection dates in advance. Each resident may place out up to twelve (12) bags of leaves not to exceed 33 gallon bags or 35 lbs per set-out.

16.14 CPI Increase. The residential CPI will not be adjusted until October 1, 2018, if the automated service commences after January 1, 2017. The commercial rates in Exhibit D will be implemented at the commencement of the automation. Additionally the commercial portion of the CPI will be adjusted effective October 1, 2017.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Contractor's parent company, Republic Services, Inc., and its subsidiaries (including Contractor) are registered non-subscribers to the Texas Workers' Compensation Act and has filed an approved Indemnity Plan with the Texas Department of Insurance and therefore is not required to carry Workers' Compensation insurance in Texas.

Automobile Liability

Bodily Injury/Property Damage Combined-Single Limit	\$3,000,000 Coverage is to apply to all owned, Non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability Coverage

Commercial General Liability

Bodily Injury/Property Damage Combined-Single Limit	\$2,500,000 \$5,000,000
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All such insurance policies will be primary without the right of the contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Residential/Commercial Pricing

<u>Residential Carts</u>	<u>Frequency</u>	<u>Rate per Month</u>	<u>Additional Containers</u>	<u>Rate per Month</u>
Residential 95 gallon Cart-Waste/Recycle	1X per week waste/EOW recycle	\$20.46	Per Cart	\$17.40
Resi 64 gallon Cart-Waste/Recycle	1X per week waste/EOW recycle	\$19.96	Per Cart	NA
Commercial 95 gallon Cart	1X per week waste/EOW recycle	\$29.70	Per Cart	\$16.75
<u>Commercial Containers</u>	<u>Frequency</u>	<u>Rate per Month</u>	<u>Additional Containers</u>	<u>Rate per Month</u>
2 cubic yard	1X per week	\$80.36		\$61.87
	2X per week	\$157.71		\$108.90
	3X per week	\$199.35		\$167.68
	4X per week	\$244.01		\$186.47
	5X per week	\$310.76		\$237.04
	6X per week	\$357.39		\$272.70
3 cubic yard	1X per week	\$96.37		\$74.36
	2X per week	\$191.19		\$135.06
	3X per week	\$241.75		\$167.68
	4X per week	\$290.20		\$210.45
	5X per week	\$338.93		\$261.07
	6x per week	\$404.30		\$311.28
4 cubic yard	1X per week	\$113.43		\$87.50
	2X per week	\$214.43		\$162.77
	3X per week	\$305.00		\$238.28
	4X per week	\$421.48		\$322.52
	5X per week	\$519.86		\$396.50
	6X per week	\$641.77		\$490.18
6 cubic yard	1X per week	\$133.99		\$103.85
	2X per week	\$257.01		\$206.04
	3X per week	\$381.07		\$285.59
	4X per week	\$500.92		\$386.39
	5X per week	\$639.39		\$492.23
	6X per week	\$750.39		\$578.17
8 cubic yard	1X per week	\$168.99		\$131.28
	2X per week	\$329.58		\$240.41
	3X per week	\$458.57		\$350.08
	4X per week	\$560.60		\$436.23
	5X per week	\$729.58		\$565.47
	6X per week	\$874.15		\$677.33
6 yard Recycle	1X per week	\$123.69	8 yard Recycle	\$130.02

Miscellaneous Fees

Overload Fee-	\$50.00 per occurrence
Extra Lift-	\$80.00 per request by customer
Relocation Fee-	\$50.00 per request by customer
Exchange Fee-	\$95.00 per request by customer
Auto-Lock Fee-	\$50.00 one-time cost to customer
Delivery Fee-	\$50.00 per request by customer
Cart Change-out Fee-	\$20.00 per occurrence

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

See separate attachment.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Contractor shall provide the containers and weekly collection of all Waste Materials from the Locations as specified below. Containers, Brush, Bulky and Yard Waste shall be placed at curbside by 7:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the Services under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for the Services:
- B. Municipal Point of contact for Waste Material Collections – PROJECT MANAGEMENT:
Name: Mike Reeves
Mailing Address: PO Box 9236, Corpus Christi, TX. 78469-9236
Telephone Number: 361-549-3097 cell
Email Address: mreeves@republicservices.com
- C. Municipal Point of contact for Waste Material Collections – INVOICES:
Name: Linda Garcia
Mailing Address: Same
Telephone Number: 361-698-5017
Email Address: lgarcia2@republicservices.com

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. Contractor shall provide the containers and weekly curbside collection of all Waste Materials from the Locations as specified below. Containers, Brush, Bulky and Yard Waste shall be placed at curbside by 7:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the Services under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for the Services:
1. Estimated number of locations receiving the Services as of commencement of contract term: 4,334/219 Residential/Small Commercial Units
 2. Number of Containers to be provided to each location: One (1) for each of the 4,334/219 Residential/Small Commercial Units
 3. Size of Containers for each location: 95 or 64 gallon, unless the Residential Unit or Commercial Unit requests otherwise (e.g. a 2-8 yard container)
 4. Number of Waste Material collections, but excluding Brush and Bulky collections, each week by Contractor: **EOW (Every-other-week)**
- B. Municipal Point of contact for Waste Material Collections – PROJECT MANAGEMENT:
1. Name: Mike Reeves
 2. Mailing address: PO Box 9236, Corpus Christi, TX. 78469-9236
 3. Telephone number: 361-549-3097 cell
 4. Email address: mreeves@republicservices.com
- C. Municipal Point of contact for Waste Material Collections – INVOICES:
1. Name: Linda Garcia
 2. Mailing address: Same
 3. Telephone number: 361-698-5017
 4. Email address: lgarcia2@republicservices.com

EXHIBIT G
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

- A. Contractor shall provide the containers and weekly collection of all Waste Materials from the municipal facilities specified below. The frequency of collection, locations, number of containers, and/or the size of containers may be modified from time to time by the City by giving Contractor written notice.

Facility	Address	Container Size	Number of Containers	Frequency of Collection
Aquatic Center	2001 Stradium Drive	95 gal.	4	2x/wk
Bay Education Center	121 Seabreeze Drive	95 gal.	2	2x/wk
City Hall	622 E. Market Street	3 yd.	1	1x/wk
Fleet Services	402 E. Laural	6 yd.	1	2x/wk
Memorial Park	1601 FM 2165	95 gal.	20	2x/wk
Memorial Park	1601 FM 2165	8 yd.	1	1x/wk
Parks Operations Office	16424 W. Corpus Christi	N/A	N/A	N/A
Public Service Center	2751 Hwy. 35 Bypass	6 yd.	1	1x/wk

- B. Municipal Point of contact for Waste Material Collections – PROJECT MANAGEMENT:

Name: Mike Reeves

Mailing Address: PO Box 9236, Corpus Christi, TX. 78469-9236

Telephone Number: 361-549-3097 cell

Email Address: mreeves@republicservices.com

- C. Municipal Point of contact for Waste Material Collections – INVOICES:

Name: Linda Garcia

Mailing Address: Same

Telephone Number: 361-698-5017

Email Address: lgarcia2@republicservices.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

CITY COUNCIL AGENDA
Regular Meeting: December 13, 2016

AGENDA ITEM: 14

Deliberate on signage for Rockport Cultural Arts and Heritage Districts.

SUBMITTED BY: City Manager Kevin Carruth

APPROVED FOR AGENDA: PKC

BACKGROUND: One of the items discussed during the FY 2016-2017 budget process was street signage to delineate the Rockport Cultural Arts and Heritage Districts. At that time the State had not awarded the Cultural Arts District designation so the project was suspended until that decision had been made and a graphic developed. Ms. Jennifer Day will present three logo options they are considering for use on the street signs. Since the boundaries of the Cultural Arts and Heritage Districts overlap, the signage would need to include both logos.

Please see the accompanying Rockport Cultural Arts District logos and examples of different types of street signs.

FISCAL ANALYSIS: Poles and fitting for the street signs were ordered before the end of the FY 2015-2016 budget. Prices for the street signs will vary greatly depending upon the final design of the signs. There are approximately 50 signs in the district.

RECOMMENDATION: Not an action item.

