COUNCIL PACKET

March 7, 2016

Mayor Adan Chapa
Mayor Pro Tem Phillip Hyatt
Council Member Vickie Abrego
Council Member Billy Ellis
Council Member Carrie Scruggs

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ARANSAS PASS CITY HALL
600 W. CLEVELAND BLVD., ARANSAS PASS, TEXAS
MARCH 7, 2016 • 7:00 P.M.

1. **Mayor Adan Chapa to call meeting to order.**

2. **Invocation and Pledge of Allegiance to the United States Flag.**

3. **PRESENTATIONS/PROCLAMATIONS:**

   a. Employee Recognition: John Calistro – Public Works Department

4. **BOARD AND COMMISSION APPOINTMENTS:**

   a. Zoning Board of Adjustment

5. **CITIZENS COMMENTS.** **PLEASE LIMIT PRESENTATIONS TO THREE MINUTES**. A recording is made of the meeting; therefore, please speak into the microphone located at the podium and state your name and address.

6. **CONSENT AGENDA** - *All of the following items on the Consent Agenda are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

   a. Approval of minutes of Regular Council Meeting of February 1, 2016, and Special Council Meeting of February 8, 2016.
   b. Ordinance No. 2016-4141, amending City Code of Ordinances, Chapter 18, Article VII, Sex Offender Residence Location Restrictions, Section 18-80 through 18-83 of the Code of Ordinances; providing a repealer clause; and an effective date.

7. **CONSIDER AND ACT ON CITY MANAGER ITEM(S):**

   a. Consider and Act on request from Aransas Pass Little League for a five-year zero interest loan in the amount of $5,000.
   b. Consider and Act on adjusting the speed limit on SH 35 on the northbound and southbound lanes to sixty-five (65) miles per hour within the city limits.

8. **CONSIDER AND ACT ON COMMUNITY ENRICHMENT ITEM(S):** **(None)**

9. **CONSIDER AND ACT ON DEVELOPMENT SERVICES ITEM(S):**

Building Department

Public Works

a. Consider and Act on approving a Rental Agreement with AQUA-Zyme Disposal Systems, Inc. for a Dewatering Unit.

Planning

10. **CONSIDER AND ACT ON FINANCE ITEM(S):**

a. Consider and Act on approving an agreement with American Express for a corporate service commercial account.

11. **CONSIDER AND ACT ON PUBLIC SAFETY ITEM(S):**

Police

a. Consider and Act on modifying the City's Policy on allowing City employees to exercise the Texas License to Carry (LTC) privilege while on-duty for the City.

Fire

EMS

Harbor

Emergency Management

12. **CONSIDER AND ACT ON INFORMATION TECHNOLOGY ITEM(S): (None)**

13. **PUBLIC HEARING(S):**

a. Public Hearing on amending Zoning Ordinance, Part IV, Section 15, Non-Conforming Uses by adding a time frame for discontinued non-conforming uses.
b. Consider and Act on Ordinance amending Ordinance No. 1308, Zoning Ordinance, by amending Part IV, Section 15, Non-Conforming Uses; and providing for a repealer clause.
   Staff Recommendation: Table until the April 4, 2016 council meeting.
c. Public hearing on amending Zoning Ordinance, Part III, Section 12, Off-Street Parking Requirements, by amending the dimensions of the standard parking stall and requiring a minimum width for a two-way drive aisle.
d. Consider and Act on Ordinance amending Ordinance No. 1308, Zoning Ordinance, by amending Part III, Section 12, Off-Street Parking Requirements, by amending the dimensions of a parking stall and the off-street loading space; providing for a repealer clause and an effective date.
   Planning & Zoning Commission's Recommendation: Leave the parking stalls at 10 feet wide and 20 feet deep, require two-way drive aisles to be a minimum of 24 feet, exclusive of drive-thru aisles, and change the size of the loading space to 12 feet wide and 35 feet deep.
e. Public hearing on amending Zoning Ordinance, Part III, Section 11, by eliminating the required minimum floor space and minimum masonry in the residential district and references in the non-residential districts.

f. Consider and Act on Ordinance amending Ordinance No. 1308, Zoning Ordinance, by amending Part III, Sections 11-R16, 11-R10, 11-R7A, and 11-D, by modifying reference to minimum floor area and minimum masonry requirements, providing for a repealer clause and an effective date.
Planning and Zoning Commission's Recommendation: Recommend that the floor area in the "R-16" District be modified to just 1,000 square feet, whether it is single or multiple story building. In the "R-10," "R-7A" and "D" Districts, recommend modifying the floor area to 850 square feet.

g. Public hearing regarding the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program (TxCDBG) grant.

h. Consider and Act on a Resolution of the City of Aransas Pass, Texas, authorizing the filing of a 2016 Texas Community Block Grant program application to the Texas Department of Agriculture under the Planning/Capacity Building Fund; and authorizing the Mayor to act as the city's executive officer and authorized representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program. ($55,000.00 – Comprehensive Planning)

14. CITY MANAGER UPDATE(S):

a. Trash Take Back
b. Request for Proposals for Harbor Lighting

15. DEPARTMENT UPDATE(S):

a. End of 2015 Police Stats

16. EXECUTIVE SESSION(S):

The City Council may recess into Executive Session to discuss the following items pursuant to Chapter 551 of the Texas Government Code:

a. Section 551.071, Consultation with City Attorney: Pirate Towing & Salvage.
b. Section 551.071, Consultation with City Attorney: La Costa Development.
c. Section 551.071, Consultation with city Attorney: Industrial District Agreements.

Reconvene in Open Meeting to Consider and Act on Findings of Executive Session.

a. Section 551.071, Consultation with City Attorney: Pirate Towing & Salvage.
b. Section 551.071, Consultation with City Attorney: La Costa Development.
c. Section 551.071, Consultation with City Attorney: Industrial District Agreements.

17. ADJOURNMENT:

POSTING STATEMENT:

I certify that the above notice of meeting was posted at the Aransas Pass City Hall located at 600 W. Cleveland Blvd., Aransas Pass, Texas on March 4, 2016, at 3:45 am/pm.

Mary Juarez
City Secretary

Persons with disabilities planning to attend this meeting who may need auxiliary services are asked to contact the City Secretary's Office at (361) 758-5301 24 hours before the meeting.

For the Council Meeting of March 7, 2016

Roll:

Present Yes/No (Y/N)

- ___ Allen Lawrence
- ___ Adan Chapa
- ___ Phillip Hyatt
- ___ Vickie Abrego
- ___ Billy Ellis
- ___ Carrie Scruggs

- ___ Special Guests:

Certified:

City Secretary

ITEM 2

INVOCATION BY: (Name), _____

(Title) _____

PLEDGE OF ALLEGIANCE: (Name) _____

(Title) _____

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of March 7, 2016

Date: March 4, 2016

To: Mayor and Council

From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item No. 4b
Title: Consider and Act on designating a Regular Member on the Zoning Board of Adjustment

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PURPOSE:
Consider and Act on designating a Regular Member on the Zoning Board of Adjustment.

BACKGROUND AND FINDINGS:
On February 15, 2016, the City Council appointed Mr. Byron McLaughlin as an Alternate Member to replace Donald Brummet who served as a Regular Member.

Designate a Regular Member from among the following:

Randall Freeze
Richard "Sandy" Kubek

ALTERNATIVES:
N/A

RECOMMENDATION;
Staff recommends designating either Randall Freeze or Richard "Sandy" Kubek as a Regular Member.

FINANCIAL IMPACT:

[ ] Operating [X] Revenue [ ] Capital [ ] Not applicable

Fiscal Year: 2015-2016	**Project to Date Expenditures (CIP only)**	**Current Year**	**Future Years**	**TOTALS**
Line Item Budget				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:

Citizens Comments

Name:

Address:

Comment:

Name:

Address:

Comment:

Name:

Address:

Comment:

Name:

Address:

Comment:

Name:

Address:

Comment:

STATE OF TEXAS §
COUNTIES OF ARANSAS §
SAN PATRICIO AND NUECES §
CITY OF ARANSAS PASS §

A Regular Meeting of the Aransas Pass City Council was held on Monday, February 1, 2016 in the Aransas Pass City Hall, 600 W. Cleveland Blvd., Aransas Pass, Texas 78336. A notice of the meeting was posted 72 hours in advance in accordance with Section 551, Texas Government Code. Mayor Pro Tem Phillip Hyatt and Council Members Vickie Abrego, Billy Ellis, and Carrie Scruggs were present. Mayor Adan Chapa was absent. Also present were City Manager Sylvia Carrillo (via Skype) and City Attorney Allen Lawrence.

1. CALL MEETING TO ORDER.

Mayor Pro Tem Hyatt called the meeting to order at 7:00 pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG.

Council Member Abrego gave the Invocation and Mayor Pro Tem Hyatt led the Pledge of Allegiance to the United States Flag.

3. PROCLAMATIONS/PRESENTATIONS:

a. Presentation by Aransas Pass Chamber of Commerce – Shrimporee, Rosemary Vega

Ms. Vega distributed information to the Council regarding the upcoming Shrimporee event. She stated that they will would to request the use of the grounds and an allowance for police protection.

4. BOARD AND COMMISSION APPOINTMENTS:

Mayor Pro Tem Hyatt referred to Items 4a and 4b.

a. Aransas Pass Municipal Development District

A motion was made by Council Member Ellis to appoint Terry Stansbury, seconded by Council Member Abrego, and the motion carried.

b. Zoning Board of Adjustment

Miguel Saldana, Director of Development Services requested that this item be table to verify that the interested candidate is still willing to serve. A motion was made by Council Member Ellis to table Item 4b, seconded by Council Member Abrego, and the motion carried.

Mayor Pro Tem Hyatt stated that the Council was deviating from the Agenda and will go into executive session.

16. EXECUTIVE SESSION(S):

The meeting was recessed into Executive Session at 7:05 pm under the provisions of Section 551, Texas Government Code to discuss the authority of:

a. Section 551.071 – Consultation with City Attorney: Redfish Bay Boathouse Lease.
b. Section 551.071 – Consultation with City Attorney: Legal Matters.
c. Section 551.074 – Personnel Matters: Review of Municipal Court Judge.

The council returned from executive session at 7:50 pm.

a. Section 551.071 – Consultation with City Attorney: Redfish Bay Boathouse Lease.

Mayor Pro Tem Hyatt announced that no action would be taken on this item.

b. Section 551.071 – Consultation with City Attorney: Legal Matters.

Council Member Ellis made a motion to authorize the Chief of Police to grant a waiver for residency requirements for health and medical circumstances to the sex offender residency ordinance pending preparation of an amended ordinance, seconded by Council Member Abrego, and the motion carried.

c. Section 551.074 – Personnel Matters: Review of Municipal Court Judge.

Mayor Pro Tem Hyatt announced that no action would be taken on this item.

5. CITIZEN COMMENTS.

Mayor Pro Tem Hyatt referred to Citizen Comments.

Hope Comingore, spoke in regards to an article in Letters to the Editor regarding an upcoming meeting at the Moose Lodge. She stated that the initial request was for a voter registration drive, but that a recent article in the Letters to the Editor stated that the Group would also be conducting a petition drive. She added that the Moose Lodge is not authorize to hold this type of political activity and could lose their charter. Ms. Comingore stated that the Lodge only authorized a voter registration drive, and if there is any other activity, the event would be canceled.

6. CONSENT AGENDA

Mayor Pro Tem Hyatt referred to the Consent Agenda, Item 6a through 6c.

a. Approval of Special Meeting Minutes of January 11, 2016 and amending Regular Meeting Minutes of December 7, 2015.
b. Ordinance No. 2016-4138, amending Ordinance No. 1308, Zoning Ordinance, by amending Part II. Section 10, Subsection 300, Definitions and Explanations applicable to use schedule; providing for a repealer clause and an effective date.
c. Resolution No. 2016-772, adopting a 457 Deferred Compensation Plan with ICMA Retirement Corporation.

A motion was made by Council Member Ellis to approve Items 6a through 6c, seconded by Council Member Abrego, and the motion carried.

7. CONSIDER AND ACT ON CITY MANAGER ITEM(S):

Mayor Pro Tem Hyatt referred to City Manager Items 7a through 7g.

a. Update on the status of the Industrial District Agreements in the Proposed 2725 Annexation Area, and request Council direction to staff to prepare an Ordinance and/or associated documents required to enact annexation of area along F.M. Highway 2725, south of the existing City limits of Aransas Pass, Texas.

Ms. Carrillo stated that at the last council meeting staff was directed to pursue industrial district agreements along the 2725 corridor. She added that she has met with approximately 90% of industry in the area, and industrial district agreements are currently in draft stage.

Tim Jolly, 1862 FM 2725, asked for clarification on whether the city would be creating two districts in the 2725 area, one for Gulf Marine and Redfish, and the second district to include the rest of the industry in the area. Ms. Carrillo responded that Attorneys are still working on the terms of the agreements. Mr. Jolly further discussed the terms of the previous industrial district agreements in that area.

Michael Morrow, Rockport, Texas, stated that he owns a maintenance yard in the industrial district area and added that he is current with payments. He stated that he has not seen the draft agreement and requested a copy of the draft agreement, and added that he supports continuation of the industrial district agreements.

Paula Stone, stated that she has been an owner of a commercial business for the past eleven years in the annexation area, and was not aware of the tax industrial district zone and asked for clarification of the IDA concept and wants to be included. She added that their taxes have been paid at 100 percent of the full value.

Amelia Segovia, commented on the terms of the agreements and spoke of the residents in the east and west side of the area. Ms. Carrillo stated that residential does not qualify under the industrial district definition and will not be included.

A motion was made by Council Member Abrego to prepare an Ordinance and hold a Special Council Meeting on February 8, 2016, seconded by Council Member Ellis, and the motion carried.

b. Consider and Act on awarding RFP for the City of Aransas Pass Official Newspaper.

Ms. Carrillo stated that this item was tabled at the last council meeting. She stated that the low bidder is The Herald.

A motion was made by Council Member Ellis to award the RFP to The Herald, seconded by Council Member Scruggs, and the motion carried; Council Member Abrego voting "No".

c. Consider and Act on request from Aransas Pass Little League for a zero interest loan in the amount of $5,000.

Ms. Carrillo stated that this item is for a zero interest loan in the amount of $5,000. She stated that staff was directed to work with the League on a zero interest loan instead of a grant. Ms. Rosemary Vega, Aransas Pass Chamber of Commerce stated that a fund-raiser was held between the Chamber and Allen Samuels and raised $10,000, and stated that the League may not need the funds.

Since there was no League representative at the meeting, no vote was taken on this item.

d. Consider and Act on approving a lease agreement with Aransas Pass Little League.

Ms. Carrillo stated that this a renewal of the ongoing lease. There was no representative from the League present.

A motion was made by Council Member Abrego to table Item 7d, seconded by Council Member Ellis, and the motion carried.

e. Consider and Act on request for donation from Rock the Dock in the amount of $7,500.
f. Consider and Act on request for donation from Vets Fishing with Vets in the amount of $7,500.

Ms. Carrillo stated that Items 7e and 7f are joint items and referred to Mr. Moore. Mr. Moore stated that this is the 5th year for Rock the Dock and the 2nd year for Vets Fishing with Vets and added that both of these events keep growing every year. Mr. Moore thanked the council for their continued support.

A motion was made by Council Member Abrego to approve Items 7e and 7f, seconded by Council Member Ellis, and the motion carried.

g. Consider and Act on Final Report by the Charter Review Ad Hoc Committee.

Ms. Carrillo stated that the Charter Review Ad Hoc Committee reviewed the Charter line by line and they are recommending two Proposed Charter Amendments. She stated that the two Proposed Charter Amendment are: 1) Article VII, The Budget, Section 11, Contingent Appropriation, changing the contingent appropriation from an amount not more than three percent to an amount not less than three percent of the total general fund expenditure; and 2) Article IX, Finance Administration, Section 9, Disbursement of Funds, changing the signatory authority on checks and vouchers from either City Manager, City Secretary or the Municipal Court Judge, to be appointed by the City Council.

Ms. Carrillo informed the Council that the committee also recommended including in the City's Code of Ordinances regulations pertaining to formation of public-private partnerships, tracking and accounting, and training requirements for elected public officials.

Ms. Carrillo explained that if the council approves these proposed charter amendments they would be included in the upcoming May election and that the deadline to call the election is around mid to late February. A motion was made by Council Member Abrego to approve Item 7g, seconded by Council Member Ellis, and the motion carried.

8. CONSIDER AND ACT ON COMMUNITY ENRICHMENT ITEM(S):

There were no Community Enrichment Items.

9. CONSIDER AND ACT ON DEVELOPMENT SERVICES ITEM(S):

Mayor Pro Tem Hyatt referred to Item 9a.

a. Consider and Act on a three-year Route Service Agreement with Liberty Tire Recycling for tire recycling.

Miguel Saldana, Director of Development Services stated that this item is an agreement with Liberty Tire Recycling for the disposal of tires currently at the transfer station. He discussed the terms of the agreement and the cost.

A motin was made by Council Member Abrego to approve Item 9a, seconded by Council Member Ellis, and the motion carried.

10. CONSIDER AND ACT ON FINANCE DEPARTMENT ITEM(S):

There were no Finance Department items.

11. CONSIDER AND ACT ON PUBLIC SAFETY ITEM(S):

Mayor Pro Tem Hyatt referred to Items 11a and 11b.

a. Consider and Act on approving revisions to the City Code of Ordinances, Part II, Chapter 28, Article V, Section 28-90 through 28-100.

Eric Blanchard, Police Chief stated that this item refers to the Auto Wrecker Ordinance and stated that Mr. Farrell Smith would like to comment on this item.

Mr. Smith, legal representative for E&J Wrecker Service requested that this item be tabled for two weeks to allow time to review the final ordinance. He stated that his co-counsel, Mr. Ed Garza is in San Antonio in litigation and is unable to be in attendance at today's council meeting. Mr. Smith added that he agrees that the current ordinance is antiquated and needs to be revised; he referred to the issue of extraterritorial and whether the council wants to allow competing businesses that do not have a business within the city limits.

Mr. Blanchard stated that this issue has been ongoing since October and he has been in constant communication with the wrecker businesses, and stated that it is in the best interest of the community to know that there is a competitive process to help keep costs down.

Mr. Smith stated that he has had a rough draft of the ordinance for three weeks, but was not totally clear on the final draft ordinance, and again added that there is an issue with the ETJ and what is fair competition for people that are outside of Aransas Pass. Mr. Blanchard added that at the last council meeting when this item was discussed, Mr. Garza requested an extension; and, that he has made himself available during and after work hours in an effort to resolve this matter.

A motion was made by Council Member Ellis to approve Item 11a, seconded by Council Member Abrego, and the motion carried.

b. Consider and Act on approving revisions to the City Code of Ordinances, Part II, Chapter 9, Article III – Fireworks.

Mr. Eric Blanchard, Police Chief stated that this item refers to an amendment to the Fireworks ordinance. He stated that there is a New Law that restricts municipalities from confiscating packaged fireworks from violators.

A motion was made by Council Member Abrego to approve Item 11b, seconded by Council Member Ellis, and the motion carried.

12. CONSIDER AND ACT ON INFORMATION TECHNOLOGY ITEM(S):

There were no Information Technology Items.

13. CONSIDER AND ACT ON PUBLIC HEARING ITEM(S):

There were no Public Hearings.

14. CITY MANAGER UPDATES:

There were no City Manager Updates.

15. DEPARTMENT UPDATES:

Mayor Chapa referred to the Item 15a.

a. Police Department Racial Profiling Report for Year 2015.

Mr. Eric Blanchard, Police Chief provided a presentation on the department's racial profiling report for Year 2015. He stated that there were no racial profiling issues and that the Police department passed the audit and that the statistics have been reported to the State.

17. ADJOURNMENT:

There being no further business to come before the Council, Mayor Pro Tem Hyatt adjourned the meeting at 8:40 pm.

_____	_____
Adan Chapa	Mary Juarez
Mayor	City Secretary

Approved on: _____

STATE OF TEXAS §
COUNTIES OF ARANSAS §
SAN PATRICIO AND NUECES §
CITY OF ARANSAS PASS §

A Special Meeting of the Aransas Pass City Council was held on Monday, February 8, 2016 in the Aransas Pass City Hall, 600 W. Cleveland Blvd., Aransas Pass, Texas 78336. A notice of the meeting was posted 72 hours in advance in accordance with Section 551, Texas Government Code. Mayor Adan Chapa, Mayor Pro Tem Phillip Hyatt and Council Members Vickie Abrego and Carrie Scruggs were present. Council Member Bill Ellis was absent. Also present were City Manager Sylvia Carrillo and City Attorney Allen Lawrence.

1. CALL MEETING TO ORDER.

Mayor Chapa called the meeting to order at 7:00 pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG.

Mayor Chapa gave the Invocation and led the Pledge of Allegiance to the United States Flag.

3. PROCLAMATIONS/PRESENTATIONS:

There were no Proclamation/Presentation items.

4. BOARD AND COMMISSION APPOINTMENTS:

There were no board and commission appointment items.

5. CITIZEN COMMENTS:

Mayor Chapa referred to citizen comments.

Daniel Jimenez, 140 N. Arch, stated that when citizens in the newly annexed Sherwood Forest area requested to be connected to the City's water service, they were informed that the cost is approximately $2,000. Mr. Jimenez asked if the council would consider waiving the fee.

6. CONSENT AGENDA:

There were no Consent Agenda items.

7. CONSIDER AND ACT ON CITY MANAGER ITEM(S):

Mayor Chapa referred to Item No. 7a.

a. Consider and Act on Ordinance annexing the area along FM Highway 2725, south of the existing City limits, adjacent and contiguous territory to the City of Aransas Pass, Texas, and extending the boundary limits of the City of Aransas Pass, Texas so as to

include the hereinafter described area within said city limits, pursuant to Article 43 of the Texas Local Government Code; finding that all necessary and required legal conditions have been satisfied; providing that such area shall become part of the city and that the owners and inhabitants thereof shall be entitled to the rights and privileges of other citizens and be bound by the acts, ordinances, resolutions, and regulations of the City of Aransas Pass, Texas now in effect and to be hereinafter adopted; providing a severability clause; adopting a service plan; and providing an effective date.

Ms. Carrillo stated that this item relates to annexing the area along FM Highway 2725. She stated that she is working with industry but is not ready to move forward, and asked the Council to table for 30 to 35 days to allow staff additional time to work with the industrial district agreements. She informed the council that she will be meeting with large industry partners this week, and that while some payments have been made, there are still some payments that are outstanding. Ms. Carrillo stated that a requirement for the new industrial district agreements is that they cannot participate until late payments are paid, or arrangements are made.

A motion was made by Council Member Abrego to table Item 7a to give City Manager a maximum of 45 days, seconded by Mayor Pro Tem Hyatt, and the motion carried.

Mr. Lawrence allowed public comments.

Amelia Segovia, 1386 FM 2725, stated that she was pleased that the item was being tabled. Ms. Segovia asked if the City was still considering district areas, and Ms. Carrillo responded that districts are still being considered. Ms. Carrillo informed her that a meeting is being planned and will inform residents.

8. CONSIDER AND ACT ON COMMUNITY ENRICHMENT ITEM(S):

There were no Community Enrichment items.

9. CONSIDER AND ACT ON DEVELOPMENT SERVICES ITEM(S)

There were no Development Services items.

10. CONSIDER AND ACT ON FINANCE ITEM(S):

There were no Finance items.

11. CONSIDER AND ACT ON PUBLIC SAFETY ITEM(S):

There were no Public Safety items.

12. CONSIDER AND ACT ON INFORMATION TECHNOLOGY ITEM(S):

There were no Information Technology items.

13. PUBLIC HEARING(S):

There were no Public Hearing items.

14. CITY MANAGER UPDATE(S):

There were no City Manager items.

15. DEPARTMENT UPDATE(S):

There were no Department updates.

16. EXECUTIVE SESSION(S):

The meeting was recessed into Executive Session at 7:11 pm under the provisions of Section 551, Texas Government Code to discuss the authority of:

a. Section 551.072 – Deliberations concerning Real Property: Conn Brown Harbor Development.

The council returned from executive session at 7:58 pm.

a. Section 551.072 – Deliberations concerning Real Property: Conn Brown Harbor Development.

A motion was made by Mayor Pro Tem Hyatt to reject the Hal Jones Development, LLC proposal and continue with the terms of the ground lease agreement as of February 16, 2015, seconded by Council Member Abrego, and the motion carried.

17. ADJOURNMENT:

There being no further business to come before the Council, Mayor Chapa adjourned the meeting at 7:59 pm.

_____	_____
Adan Chapa	Mary Juarez
Mayor	City Secretary

Approved on: _____

ORDINANCE NO. 2016-4141

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE VII, SEX OFFENDER RESIDENCE LOCATION RESTRICTIONS, SECTIONS 18-80 THRU 18-83 OF THE CODE OF ORDINANCES; PROVIDING A REPEALER CLAUSE AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS:

SECTION 1: Chapter 18, Article VII, Sex Offender Residence Location, sections 18-80 thru 18-83 of the Code of Ordinances, is hereby amended and shall read as follows:

Chapter 18
ARTICLE VII. Sex Offender Residence Location Restrictions

"Sec.18-80. Definitions;

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

"Child" means an individual younger than seventeen (17) years of age.

"Child care facility" as defined by Section 42.002, Human Resources Code and shall include a foster home, a foster group home, a day-care center, a group day-care home, an agency foster group home, and an agency foster home, also defined by Section 42.002, Human Resources Code.

"Park" means any land, including improvements to the land that is administered, operated, or managed by the City of Aransas Pass, County of San Patricio, County of Aransas, or County of Nueces for the use of the general public as a recreational area, or any land, including improvements to the land that includes a swimming pool, any type of public or private golf course and any other recreational facilities that are privately owned and used frequently by children.

"Residence" means a place where a person abides, lodges, or resides for a period of four (4) or more days in the aggregate, during any calendar year.

"Sex offender" means an individual who has been convicted of or placed on deferred adjudication for a sexual offense involving a child for which the individual is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure.

"Child Safety Zone" means private and public primary and secondary schools, public library, amusement arcades, video arcades, indoor and outdoor amusement centers, park, amusement parks, public or commercial and semi-private swimming pools, child care facility, public youth soccer or baseball field, skate park or rink, public or private youth center, movie theater, bowling alley, and offices for the Texas Department of Family and Protective Service - Child Protective Services Division.

"Bus Stop" means any location actively being used by the Aransas Pass Independent School District (APISD) or any Texas ISD for the purposes of loading and unloading a child.

Sec. 18-81. Offenses;

(a) It is an offense for a sex offender to intentionally, knowingly, recklessly, or with criminal negligence establish a residence within one thousand, five hundred (1,500) feet of a child safety zone.

(b) It is an offense for a sex offender to intentionally, knowingly, recklessly, or with criminal negligence establish a residence within one thousand, five hundred (1,500) feet of a residence of another sex offender.

(c) It is unlawful for a sex offender to knowingly loiter on the grounds of or a public way within (500) feet of a child safety zone or bus stop while a child is present within the location or on the grounds of the child safety zone or bus stop and to approach, contact, or communicate with a child.
(d) The distances of one thousand, five hundred (1,500) feet and five hundred (500) feet shall be measured on a straight line from the closest boundary line of the sex offender or sex offender's residence to the closest boundary line of the child safety zone or bus stop.

Sec. 18-82. Exceptions.

A person does not commit an offense under section 18-81 if the person:

(1) Is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution located within one thousand, five hundred (1,500) feet of the real property comprising a child safety zone;

(2) Has established and continues to maintain the residence prior to the effective date of this article;

(3) Has established and continues to maintain the residence prior to the effective date of this article and, subsequently, a child safety zone is constructed or located within one thousand, five hundred (1,500) feet of the sexual offender's residence;

(4) Is under eighteen (18) years of age or a ward under a guardianship who resides with a parent or guardian;

(5) Has been exempted by a court order from registration as a sex offender under Chapter 62, Texas Code of Criminal Procedure;

(6) Has had the offense for which the sex offender registration was required, reversed on appeal, or pardoned;

(7) Section 18-81(d) does not apply:

(i) to a sex offender who is the parent or legal guardian of a person under 17 years while the child is present within the child safety zone or bus stop, or

(ii) to a sex offender while the sex offender is using the services of a government owned public library or involved in the services of the Texas Department of Family and Protective Service - Child Protective Services Division;

(8) Has a medical condition or is the legal care provider for one with a medical condition that requires residency in violation of this chapter, and only when an approval waiver has been granted by the Chief of Police or City Council.

Sec. 18-83. Penalties.

A person who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed $500.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense."

Secs. 18-84—18-89. Reserved.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect immediately upon publication as required by the City Charter.

PASSED AND ORDAINED this the 15th day of February, 2016.

CITY OF ARANSAS PASS, TEXAS

_____

By: Adan Chapa, Mayor

ATTEST:

_____

Mary Juarez, City Secretary

APPROVED AS TO LEGAL FORM:

_____

Allen S. Lawrence, Jr., City Attorney

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of March 7, 2016

Date: March 4, 2016

To: Mayor and Council

From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item No. 7a
Title: Consider and Act on request from Aransas Pass Little League for a five-year zero interest loan in the amount of $5,000.

PURPOSE:
Assistance for the Aransas Pass Little League.

BACKGROUND AND FINDINGS:
Recent criminal activity has depleted the Little League account. The League has requested assistance from the City for their upcoming season.

ALTERNATIVES:
Do not grant the loan.

OTHER CONSIDERATIONS:
Little League Board must approve the acceptance of the loan.

DEPARTMENTAL CLEARANCES:
City Manager

FINANCIAL IMPACT:

[ ] Operating [X] Revenue [ ] Capital [ ] Not applicable

Fiscal Year: 2015-2016	**Project to Date Expenditures (CIP only)**	**Current Year**	**Future Years**	**TOTALS**
Line Item Budget				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:

RECOMMENDATION:

LIST OF SUPPORTING DOCUMENTS:

None

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of March 7, 2016

Date: March 4, 2016

To: Mayor and Council

From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item No. 7b
Title: Consider and Act on adjusting the speed limit on SH 35 on the northbound and soutbound lanes to sixty-five (65) miles per hour within the city limits.

PURPOSE:
To consider request from the Texas Department of Transportation for a regulatory speed zone ordinance.

BACKGROUND AND FINDINGS:
The Texas Department of Transportation is requesting a regulatory speed zone adjustment on SH 35 of sixty-five (65) miles per hour within the city limits. This would be from approximately 0.312 miles (or 1,647.36 feet) north of FM 1069 to approximately 1.301 miles (or 6,869.28 feet) north of FM 1069 on SH 35.

ALTERNATIVES:
Do not modify the limit.

CONFORMITY TO CITY POLICY:

EMERGENCY/NON-EMERGENCY:

DEPARTMENTAL CLEARANCES:
City Manager
Police Department

FINANCIAL IMPACT:

[ ] Operating [X] Revenue [ ] Capital [ ] Not applicable

Fiscal Year: 2015-2016	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:

RECOMMENDATION:

LIST OF SUPPORTING DOCUMENTS:

Letter from Texas Department of Transportation

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

February 23, 2016

The Honorable Adan Chapa
City of Aransas Pass
PO Box 2000
Aransas Pass, TX 78335

Dear Mr.Chapa,

This is to kindly request that the City of Aransas Pass consider a city ordinance to adjust the speed limits on SH 35 as shown in attachment 1, labeled "Proposed Speed Zones".

If our proposal is satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations.

A summary of the suggested item is below:

Northbound SH 35
Sign for a 65 MPH speed zone northbound on SH 35 from the southern city limits to the northern city limits, sixty-five (65) miles per hour.

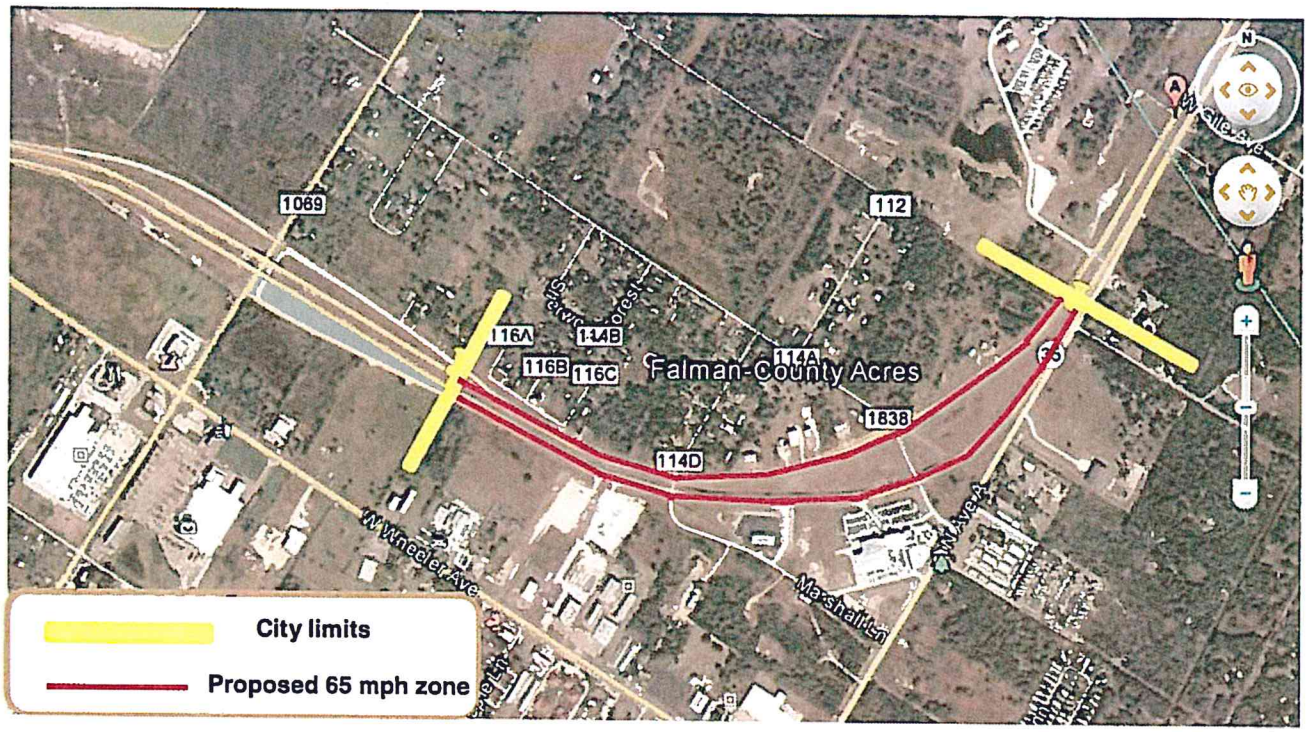
Southbound SH 35
Sign for a 65 MPH speed zone southbound on SH 35 from the northern city limits to the southern city limits, sixty-five (65) miles per hour.

I have attached a map showing the proposed speed zone modifications. If you have any questions or need additional information, please contact me at (361)-808-2380.

Sincerely,

Kassondra F. Munoz

Kassondra F. Munoz
Corpus Christi District Traffic Operations



Proposed Speed Zones

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of March 7, 2016

Date: March 7, 2016

To: Sylvia Carrillo, City Manager

From: Miguel S. Saldana, A.I.C.P. Director of Development Services
Fernando Quintanilla, Public Works Director

Agenda Item #: 9a
Title: Consider and Act on approving rental agreement with AQUA-Zyme Disposal Systems, Inc. for a Dewatering Unit.

PURPOSE:
To provide additional storage capacity for sludge at wastewater treatment plant.

BACKGROUND AND FINDINGS:
Currently sludge drying beds at wastewater treatment plant are in need of replacement and are at full capacity. Previously, the wastewater treatment plant was able to pump sludge to Reynolds so there was not much need for storage. As of the beginning of this year, the City is no longer allowed to pump sludge to Reynolds as Cheniere has taken over the ponds for their use. The City is planning on renting the dewatering unit for several months until the next fiscal year when we can budget to make the necessary repairs to existing drying beds and/or purchase dewatering equipment. Proposed agreement will be for 7 months at a fee of $2,700.00 per month plus a one time delivery fee of $800.00 for a total of $19,700.00.

ALTERNATIVES:
Do not approve agreement which may result in overflow of sludge due to lack of storage capacity.

OTHER CONSIDERATIONS:
None

CONFORMITY TO CITY POLICY:
This conforms to the general city policy.

EMERGENCY/NON-EMERGENCY:
Emergency.

DEPARTMENTAL CLEARANCES:
City Council, City Manager, Finance

FINANCIAL IMPACT:

[X] Operating [ ] Revenue [ ] Capital [ ] Not applicable

Fiscal Year: 2015-2016	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget: Supplies-Minor Tools		$20,000.00		
Encumbered/ Expended Amount		$0.00		
This item		$19,700.00		
BALANCE		$300.00		

Fund(s): 200-740-5041

Comments: Total Rental Fee $19,700.00

RECOMMENDATION:
Staff recommends approval of agreement

LIST OF SUPPORTING DOCUMENTS:
ADS Dewatering Equipment Rental Agreement

AQUA-Zyme Disposal Systems, Inc.
"Sludge De-Watering Specialist"
P O Box 489
Van Vleck, TX 77482-0489
Phone: (979) 245-5656 / Fax: (979) 245-8070

January 28, 2016
ADS-EQUIPMENT RENTAL5-Aransas Pass

City of Aransas Pass
Attn: Robert Price
PO Box 2000
Aransas Pass, TX 78336

RE: ADS Dewatering Equipment Rental Agreement

Dear Mr. Price:

This Rental Agreement is between the City of Aransas Pass, PO Box 2000, Aransas Pass, Texas 78336 (hereafter called "**City**") and AQUA-Zyme Disposal Systems, Inc., PO Box 489, Van Vleck, Texas 77482 (hereafter called "**ADS**"). **City** hereby agrees to rent from **ADS** certain dewatering equipment to be used to dewater liquid waste:

One (1) 30 cubic yard Open-Top Dewatering Unit
One (1) Polymer Mixing and Dosing Unit
Two (2) 30' Hoses w/ Camlock Fittings
One (1) 16HP Gasoline Trash Pump
One (1) Aluminum Working Platform

Rental rate shall be $2,700.00 per month plus a delivery fee of $800.00. Minimum rental period will be six (6) months.

The 1st month's rent ($2,700.00) and the delivery charge ($800.00) totaling $3,500.00 is due upon delivery. Thereafter, the monthly rent ($2,700.00) will be due on the same day of each succeeding month until such time as **City** relinquishes the equipment.

When **City** is ready to relinquish the equipment, **City** will notify **ADS** to arrange for equipment pickup. **City** agrees to clean and wash-out the dewatering equipment, making it available for shipment back to **ADS** within 10 days of the date of notification. **City** will be responsible for (1) any damage incurred while the equipment is in their possession and (2) the cost of the return freight.

ADS Initials: JM

Renter's Initials: _____

This Rental Agreement is agreed to as stated above –

Aqua-Zyme Disposal Systems, Inc.

By J. W. Massey
(Printed Name)

J W Massey
(Signature)

President
(Title)

01/28/16
(Date)

City of Aransas Pass

By _____
(Printed Name)

_____
(Signature)

_____
(Title)

_____
(Date)

American Express Commercial Account Program
Commercial Account Application

Complete, sign, and return this Application and the attached Commercial Account Agreement to your American Express Representative.

Requested Account(s): ☒ Corporate Card ☐ ABA ☐ BTA ☐ CRCB ☐ ACB ☐ CRBTA ☐ FCB ☐ CMC ☐ CPC

(Please complete the required sections below based on the account(s)selected)

Company Information

Legal Company Name: CITY OF ARANSAS PASS

Doing Business As (DBA): _____ **State of Incorporation:** TX

Address: 600 W CLEVELAND BLVD

City: ARANSAS PASS **State:** TX **Zip:** 78336-3638

Contact Name: DONNA COX

Primary Business Phone Number (Landline): (361) 758-5301

Industry: Government **D&B #:** 0 1 8 5 4 6 1 4 1

Tax Identification Number (TIN): 74-6000050

American Express Relationships

Card Control #:

CPC Control #:

Other Account # (specify type): **Service Establishment #:**

Corporate Card

Billing (Select One):

☐ **Individual Bill/Individual Payment** (Commercial Cardmember receives statement and directly pays American Express)

☒ **Individual Bill/Company Payment** (Commercial Cardmember receives statement, Company pays American Express)

☒ **Company Bill/Company Payment** (Company receives statement and directly pays American Express)

Embossing (Limited to 20 Characters):

C	I	T	Y		O	F		A	R	A	N	S	A	S		P	A	S	S

Corporate Purchasing Card

Budgetary Limit Requested: $

General Agreement

The undersigned Company, through its authorized officer: (a) requests that the Account(s) selected above be opened in the Company's name, and (b) agrees to be bound by the terms and conditions of the Commercial Account Agreement applicable to the Account(s) selected by signing the attached Commercial Account Agreement, subject to approval of this Application by American Express. This Application and the attached Commercial Account Agreement must be signed by a corporate officer, partner, or other representative of the Company who has purchase authority and is authorized to open accounts in the name of the Company. Title must be indicated.

Signature of Authorizing Officer:

Name of Authorizing Officer (please print): ~~C. DONNA COX~~ Sylvia Carrillo

Title: ~~FINANCE DIRECTOR~~ CITY MANAGER

Date Received by American Express:

DRIVE EMPLOYEE PRODUCTIVITY | MAXIMIZE CONTROL | DRIVE SAVINGS | BENEFIT EMPLOYEES | MANAGE GLOBALLY | **REAL BUSINESS. REAL SOLUTIONS.**℠
AMERICAN EXPRESS
©

CORPORATE SERVICES COMMERCIAL ACCOUNT AGREEMENT

This Corporate Services Commercial Account Agreement ("Agreement") is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** ("Amex") and the business entity that signs the signature page of this Agreement ("Company"). This Agreement governs Company's use of the charge accounts and charge cards issued by Amex ("Amex Accounts") that Company has specifically requested on the American Express Commercial Account Application ("Application"), which constitutes part of this Agreement. By signing this Agreement, Company agrees to be bound by the general provisions set forth in Part A of this Agreement ("General Provisions") and the specific terms set forth in Part B of this Agreement that are applicable to the Amex Account(s) ("Account Provisions"). The General Provisions shall apply to all Amex Account(s) and the Account Provisions shall apply to the specific Amex Accounts to which they relate, provided that, if any General Provision is inconsistent with any Account Provision relating to a specific Amex Account, then such Account Provision shall govern with respect to such Amex Account.

PART A- GENERAL PROVISIONS

1. ACCOUNT ESTABLISHMENT AND OPERATION

Establishment of Accounts
Establishment and issuance of Amex Accounts is subject to prior financial, risk management and compliance approvals by Amex. Subject to the terms hereof, Amex agrees to establish in Company's name the following Amex Accounts selected by Company in writing:

- Corporate Card Account
- Airline Billing Account
- Business Travel Account
- Car Rental Business Travel Account
- Airline Central Billing Account
- Car Rental Central Billing Account
- Fee Central Billing Account
- Corporate Purchasing Card Account
- Corporate Meeting Card

Amex will issue the Amex Accounts selected by Company, as applicable, to Company and/or the employees, consultants and contractors ("Employees") of the Company who are approved by Amex and are designated and authorized by Company to incur legitimate business expenses on behalf of Company in accordance with the business expense policies of Company ('Commercial Cardmembers").

Company acknowledges that it is acting as an agent of its Employees with respect to any request for issuance or renewal of an Amex Account.

Accounts for Subsidiaries and Affiliates
Upon the request of Company, Amex will establish Amex Accounts for and in the name of Company's subsidiaries and affiliates (collectively, "Affiliates"); *provided that* such Affiliates (a) are approved by Amex and (b) agree to be bound by this Agreement. Subject to the terms hereof, Amex agrees to issue such Amex Accounts to Employees of Company's Affiliates who are approved by Amex and are designated and authorized by such Affiliates to incur legitimate business expenses on behalf of such Affiliates in accordance with the business expense policies of such Affiliates. In the event that Company requests that Amex establish an Amex Account in the name of such Affiliate, Company hereby represents that it has the authority to execute this Agreement on behalf of such Affiliate and to bind such Affiliate to the terms of this Agreement. Company shall cause each such Affiliate to comply with this Agreement and Company shall be liable to Amex for any breach of this Agreement by any such Affiliate. Except as expressly provided for herein, Company shall be liable for all Charges incurred on the Amex Accounts by any of Company's Affiliates.

Credit Approval / Credit Management
Company agrees that Amex may request, and review, a report about Company's finances and those of Company's Affiliates from Company and/or a credit reporting agency or other agency. Company agrees that Amex may (a) obtain financial reports and/or request financial statements from Company or any of its Affiliates to ascertain the creditworthiness of (i) Company, (ii) any Affiliate of Company and (iii) any Employees who have requested an Amex Account (by application or by designation by Company or its Affiliates or otherwise) and/or (b) obtain credit bureau and other reports with respect to any of the persons referenced in subsections (i), (ii) and (iii) above, including the performance of periodic creditworthiness checks through credit bureau and other reports. Company agrees that Amex may approve or decline the issuance, renewal, or replacement of an Amex Account to Company, Company's Affiliates, their respective Employees and/or any other person, and cancel, suspend or limit spending on any Amex Account at any time for any reason.

Amex will issue renewal or replacement Amex Accounts, subject to the terms above, until Company or the Commercial Cardmember(s) advises Amex to cancel the

Amex Account(s) or stop renewal of the Amex Account(s).

Amex may require Company to provide a guaranty of payment from a third-party, pledge of collateral or other similar security.

2. CHARGES AND PAYMENT

Definition of Charges
"Charges" shall mean all amounts charged to any Amex Account pursuant to this Agreement, including, without limitation, purchases, cash advances, cash equivalents, fees and delinquency assessments.

Payment
Company shall not deduct or withhold, without Amex's prior approval, any amount shown as due on any billing statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Amex's rights to payment in full and in doing so Amex does not lose or consent to vary any of its rights under this Agreement or applicable law.

Company agrees that the payment terms set forth herein supersede any agreement with regard to payment terms established between Company and a seller of goods or services or any payment terms that might be imputed to Company and a seller of goods under applicable law for goods or services purchased using Amex Accounts.

All payments must be made in accordance with the instructions on Company's billing statement, unless Company has been given other payment instructions by Amex in writing. If a payment address is specified on Company's billing statement, Company must send all payments to that address in U.S. currency, with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, or with a single negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or through an electronic payment method clearable through the U.S. banking system. Company's Amex Account number must be included on or with all payments.

Payments conforming to the above requirements that Amex receives no later than the hour specified on Company's billing statement will be credited to Company's Amex Account as of the day received; payments conforming to the above requirements that Amex receives after the hour specified on Company's billing statement will be credited to Company's Amex Account as of the following business day.

If a payment does not conform to the requirements stated above, crediting may be delayed. In such event, additional Charges may be imposed.

Charges Made In Foreign Currency
If Company incurs a Charge in a foreign currency, it will be converted into U.S. dollars on the date it is processed by Amex or its agents. Unless a particular rate is required by applicable law, Company authorizes Amex to choose a conversion rate that is acceptable to Amex for that date. This conversion rate may differ from rates in effect on the date of the Charge. Currently, the conversion rate that Amex uses for a Charge in a foreign currency is 2.5% higher than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by Amex from customary banking sources, on the conversion date or the prior business day, whichever is greater. Charges converted by seller(s) of goods and services (such as airlines) will be billed at the rates such sellers use.

3. LIABILITY

3.1. General. Company's liability on any Amex Account, including for Unauthorized Use, is described in this Section 3. "Unauthorized Use" means a Charge that (i) did not benefit either Company or the Commercial Cardmember and (ii) was incurred by someone who is not the Commercial Cardmember or who did not have actual, implied or apparent authority to use the Amex Account.

Company shall notify Amex if a Commercial Cardmember's authority to incur Charges on Company's behalf terminates for any reason. Company shall use commercially reasonable efforts to collect and dispose of plastic commercial cards issued to Commercial Cardmembers whose authority to incur expenses is terminated or whose Amex Account has been canceled. Company shall notify Amex upon request of a Commercial Cardmember's last known address and telephone number.

3.2. Liability Options. Subject to the availability of the liability options described below for the particular Amex Account implemented on behalf of Company, the following liability options shall apply to Amex Accounts:

(a) Combined Liability: Subject to the terms of Section 3.3 (Liability for Unauthorized Use), for Amex Accounts that have been approved by Amex on the basis of "Combined Liability," Company and each Commercial Cardmember shall be jointly and severally liable for all Charges incurred by the Commercial Cardmember (except for cash advances which shall be Full Corporate Liability as set forth in Section 3.2(b) below); provided, however, that Company shall not be liable for Charges (i) incurred by the Commercial Cardmember that are personal in nature and

which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which Company has reimbursed the Commercial Cardmember.

(b) Full Corporate Liability: Subject to the terms of Section 3.3 (Liability for Unauthorized Use), for Amex Accounts that have been approved by Amex on the basis of "Full Corporate Liability," Company shall be fully liable to Amex for all Charges incurred on such Amex Accounts.

3.3. Liability for "Unauthorized Use". Notwithstanding anything to the contrary contained in this Agreement:

(a) Neither Company nor a Commercial Cardmember shall be liable for Charges resulting from the Unauthorized Use of any Amex Account that has been issued (1) with corresponding physical plastic and (2) in the actual name of an individual Commercial Cardmember, except that Company shall be liable for payment to Amex of all Charges incurred from the date a Commercial Cardmember's authority to incur expenses on its behalf is terminated through the date that Amex receives notification from Company of such termination; and

(b) Where an Amex Account has been established (1) without corresponding physical plastic or (2) in a name other than the actual name of an individual Commercial Cardmember, Company shall be liable for all Charges, including, without limitation, Charges resulting from the Unauthorized Use of such Amex Account.

3.4. Company Obligations. Company shall (a) instruct Commercial Cardmembers in writing that the Amex Accounts are issued solely for business purposes as permitted under this Agreement and should be used only in accordance with Company's policies and procedures, (b) promptly report any misuse of any Amex Account to Amex, (c) instruct Commercial Cardmembers in writing to promptly submit their expense reports covering Charges to Company and in any event at least once a month, (d) reimburse Commercial Cardmembers promptly for all Charges, and (e) assist Amex in collecting any overdue payment from a Commercial Cardmember.

4. FEES

Late Fees

If Charges are not paid when due, Amex may charge Company a late fee. The amount of the late fee depends on the Amex Account, the length of time the Charges have remained unpaid and the address to which Company's billing statement is sent. Late fees will not exceed the maximum amount allowed by law. Amex may add court costs plus reasonable legal fees to any delinquent balance referred to an attorney for collection. Late fee calculations for each type of Amex Account are set forth in the Late Fees sections applicable to the Amex Account(s) described in the Account Provisions below. The following defined terms apply to the Account Provisions in which they are used: (a) the "Closing Date" for a billing statement means the cut-off date for including Charges and payments included in such billing statement; and (b) "Next Closing Date" with respect to any billing statement means the Closing Date of the billing statement that immediately follows such billing statement.

Fees for Insufficient Funds

Amex may charge Company $29 for each check, draft, negotiable instrument, or electronic payment that Company submits to Amex that is not honored for its full amount.

Fees for Suspended and Cancelled Accounts

If Company's Amex Account becomes ninety (90) days past due and Company's charge privileges are suspended, Amex may charge Company a $25 administrative suspense fee, subject to applicable law. Amex may charge Company a $25 reinstatement fee to reinstate each cancelled Amex Account, subject to applicable law.

Amex reserves the right, upon notice, to change the aforementioned fees and/or charge additional fees in connection with late payment on Amex Accounts or the suspension or cancellation of Amex Accounts issued under this Agreement.

5. ACCOUNT PERFORMANCE

Use of Accounts

Company warrants and agrees that Company policy shall limit the use of Amex Accounts to legitimate business purposes and that Company shall comply with such policy. All extensions of credit made pursuant to an Amex Account shall be deemed to be extensions of credit made to and for the benefit of Company and shall not be deemed to be to or for the benefit of an Employee.

Program Administration

Company agrees to designate individual(s) to manage the Amex Account(s) on Company's behalf ("Program Administrator(s)". Company shall re-certify the designation of such Program Administrator(s) in writing on an annual basis. Company agrees that such Program Administrator(s) is authorized by Company to act on its behalf with respect to the Amex Account(s), and that Amex may rely on all written and oral directions and information that it receives from Program Administrator(s). Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable law, to allow the Program Administrator(s) to: (i) manage, and take any action with respect to, the Amex Accounts, and (ii) access personally identifiable information of the Employees of Company

and/or any other entity participating in Amex's commercial account program while managing the Amex Accounts. To the extent applicable, Company represents and warrants that it has obtained all consents and approvals related to the processing of its Employees' personally identifiable information and the transfer of the same by Program Administrator(s) on a cross-border basis.

The Program Administrator(s) shall:

- use American Express @ Work® to conduct maintenance transactions and access reports;
- encourage Employees to use Amex's online Manage Your Card Account tool;
- cooperate with Amex towards a goal of eighty-five percent (85%) of Amex Accounts and Dollar balances to be in a current status and no more than one percent (1%) of Amex Accounts and Dollar balances to be past due;
- communicate a Company policy that restricts the use of the Amex Account(s) to business purposes to all Commercial Cardmembers; and
- provide to Amex, upon request, a statement as to whether a Commercial Cardmember has been reimbursed for Charges.

Amex recommends that Company regularly audit its expense management program to insure compliance with Company policies. Company may request copies of any remittance advice provided by its Program Administrator or other designated account representatives. It is recommended that Company maintains hierarchical approval of all Charges. Amex is not responsible for fraud or malfeasance engaged in by any of Company's Employees, representatives or agents managing any Amex Account on Company's behalf.

Membership Rewards

The Corporate Card Account is the only Amex Account eligible for enrollment in the *Membership Rewards®* Program.

6. TERM

This Agreement shall continue in full force and effect until terminated by either party.

7. TERMINATION

(a) This Agreement may be terminated as follows:

(i) Convenience. Either party may terminate this Agreement for any or no reason upon thirty (30) days written notice to the other party.

(ii) Financial Condition. Either party may terminate this Agreement effective immediately upon the occurrence of any of the following: (1) the liquidation or dissolution of the other party or (2) the insolvency of the other party or the filing of bankruptcy proceedings or similar proceedings with respect to the business of the other party.

(iii) Termination of Amex Accounts. This Agreement shall terminate immediately upon the termination of all of the Amex Accounts established hereunder. For the avoidance of doubt, the termination of an individual Amex Account will not result in termination of this Agreement if other Amex Accounts established hereunder will remain active after such termination.

(b) Effect of Termination. The terms of this Agreement will continue to apply to any outstanding Charges and any other obligations incurred prior to the termination of this Agreement or any Amex Account. If any amounts owed by Company hereunder after such termination, then Company and its successors and permitted assigns shall remain liable for such amounts and will pay Amex within thirty (30) days of request.

8. CONFIDENTIALITY

Each party agrees to keep confidential the terms of this Agreement and any information of a confidential and proprietary nature that the receiving party (the "Receiving Party") receives from the other party (the "Disclosing Party") in the performance of or in connection with this Agreement (collectively, "Confidential Information") using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The foregoing confidentiality and restricted use obligations shall not apply to information that is: (a) in an aggregate form non-attributable to the Disclosing Party; (b) already known and free of any restriction on the Receiving Party at the time it is obtained; (c) subsequently learned from an independent third party free of restriction; (d) publicly available; or (e) required by law or court order to be disclosed under applicable law; *provided*, *however*, that unless prohibited by law and if practicable, the Receiving Party shall (i) give prompt written notice of any such request or requirement to the Disclosing Party, and of the Confidential Information it believes it is required to disclose; and (ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party's expense, with any reasonable efforts of the Disclosing Party to avoid or minimize such disclosure and/or obtain confidential treatment thereof or other protective order.

The Receiving Party will not disclose to any person, firm, or other legal entity or use the Confidential Information of the Disclosing Party; provided that (a) either party may disclose the terms and conditions of this Agreement to its employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, and affiliates, provided that such persons, firms or legal entities comply

with the confidentiality provisions of this Agreement, and (b) Amex may disclose or use Company's Confidential Information in connection with providing existing or new Amex benefits, products and services, including, without limitation, disclosing Confidential Information to third party service providers (or licensees) who are bound to keep such information confidential.

If Company chooses to use a third party data consolidator ("Consolidator"), upon Company written request and upon execution of a separate Data Protection Letter of Agreement (a copy of which may be provided to Company upon request), Amex agrees to forward Company's Amex Account information to a Consolidator for the purpose of processing and consolidating such information.

Company agrees that Amex may use Company's name in promotional materials and discussions regarding Company's Amex Account(s).

This Section shall survive the termination of this Agreement.

9. NOTICES

All notices required or permitted under this Agreement will be in writing to the other party. In the case of notices to Amex, notice must be delivered to the address specified below, and in the case of notices to Company, to the Program Administrator(s), or to such other address as Company gives notice of hereunder. Notices will be deemed delivered and effective as follows: (a) if delivered personally (including by overnight carrier or messenger), upon delivery or (b) if delivered by first class, registered or certified mail (return receipt requested), upon the earlier of actual delivery or three (3) days after being mailed.

To Amex:

American Express Company, Corporate Services Operations
AESC-P
20022 North 31st Ave, Mail Code AZ-08-03-11
Phoenix, AZ 85027

With a copy to:

American Express Travel Related Services Company, Inc.
200 Vesey Street
New York, NY 10285
Attn: General Counsel's Office

10. CHANGES TO THE ACCOUNTS OR THIS AGREEMENT

Amex reserves the right to implement changes to the benefits, features or the method of operation of any Amex Account selected by Company on the Application, including modifications of this Agreement to reflect such changes. Company agrees that any changes by Amex shall become effective if, after notice, Company keeps or uses the Amex Accounts after the effective date specified in the notice. Company may choose not to accept the changes by terminating this Agreement with notice to Amex. This Agreement may not otherwise be changed except through a writing signed by both parties.

11. ASSIGNMENT

Company may not assign this Agreement, in whole or in part, without the prior written consent of Amex. Amex may assign this Agreement without Company's consent. Any assignment not in accordance with the terms of this Agreement shall be void. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL AMEX'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED TOTAL OF FEES BILLED TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE DATE THAT THE MOST RECENT CLAIM AROSE.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS), ARISING FROM THIS AGREEMENT OR RELATING TO THE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

Company acknowledges and agrees that, regardless of the basis of the claim or action, Amex shall not be liable in any manner for any problems with goods or services. If Company requests that Amex charge back a seller of goods or services and Amex does so, Company shall indemnify and hold harmless Amex from and against any claim against Amex based upon the rejection of such goods or services and the Charges related thereto.

13. FORCE MAJEURE

Neither party, nor its third party suppliers and licensors, will be liable for any failure or delay in performance resulting from circumstances beyond its control, including, without limitation, acts of God or nature, power, communications, satellite or network failures, unauthorized access or theft, acts of war or terror; or labor disputes or strikes.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law). Subject to Section 15 herein, the sole venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of New York, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

15. ARBITRATION

(a) Arbitration Rights/Definition of Claim. All Claims shall be resolved, upon Amex's or Company's election, through arbitration pursuant to this Arbitration section rather than by litigation. "Claim" means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute or controversy between Company and Amex arising from or relating to this Agreement, any other related or prior agreement that Company may have had with Amex, or the relationship resulting from any of the aforementioned agreements ("Agreements"), whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of this Agreement or any other related or prior agreement that Company may have had with Amex, or the relationship resulting therefrom.

(b) Arbitration Rules/Organizations. The party asserting the Claim shall select one of the following arbitration organizations, which will apply its rules ("Arbitration Rules") in effect at the time the Claim is filed. In the event of an inconsistency between this Arbitration section and any rule or procedure of the arbitration organization, this Arbitration section will control. The party asserting the Claim will simultaneously notify the other party of its selection. If Amex's selection is not acceptable to Company, then Company may select another of the following organizations within thirty (30) days after Company receives notice of Amex's initial selection. Any arbitration hearing that Company attends will take place in the federal judicial district where the Company's headquarters is located.

- National Arbitration Forum ("NAF"); P.O. Box 50191, Minneapolis, MN 55404-0191; 1-800-474-2371; www.arbitration-forum.com
- American Arbitration Association ("AAA"): 335 Madison Avenue, New York, NY 10017; 1-800-778-7879; www.adr.org
- JAMS ("JAMS"): 1920 Main Street, Suite 300, Irvine, CA 92614; (949) 224-1810; www.jamsadr.com

In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by Company and Amex, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, *provided* that the arbitration organization and arbitrator(s) enforce the terms of sections 16(c) and 16(d) below.

(c) Limitation of Rights. IF ARBITRATION IS CHOSEN BY A PARTY WITH RESPECT TO A CLAIM, NEITHER COMPANY NOR AMEX WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OR PROCEDURES OF NAF, AAA OR JAMS, AS APPLICABLE. FURTHER, COMPANY WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. OTHER RIGHTS THAT COMPANY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND WITHOUT WAIVING EITHER PARTY'S RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF THIS SECTION 15(C) "LIMITATION OF RIGHTS" OR OF SECTION 15(D) BELOW BE DEEMED INVALID OR UNENFORCEABLE, THEN THIS ENTIRE ARBITRATION SECTION 15 (OTHER THAN THIS SENTENCE) SHALL NOT APPLY.

(d) Individually Named Parties Only. All parties to the arbitration must be individually named. There is no right or authority for any Claims to be arbitrated or litigated on a class-action or consolidated basis, on behalf of the general public or other parties, or joined or consolidated with claims of other parties, and Company and Amex are specifically barred from doing so. This prohibition is intended to, and does, preclude any trade association or other organization from arbitrating any Claim on a representative basis on behalf of the organization's members. The arbitrator's authority to resolve Claims is limited to Claims between Company and Amex alone, and the arbitrator's authority to make awards is limited to awards to Company and Amex alone.

(e) Equitable Relief. The arbitrator shall have the power

and authority to grant equitable relief (*e.g.*, injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Agreement or any of its separate provisions, including this Arbitration section, nor to determine any matter or make any award except as provided in this Arbitration section.

(f) Small-Claims Court; Injunctive Relief. Amex shall not elect to use arbitration under this section for any individual Claim that Company properly files in a small claims court so long as the Claim is pending only in that court. Injunctive relief sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this Arbitration section.

(g) Governing Law/Appeal/Entry of Judgment. This Arbitration section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (*FAA*). The arbitrator will apply New York law and applicable statutes of limitations, honor claims of privilege recognized by law and, at the timely request of either party, provide a written and reasoned opinion explaining his or her decision. The arbitrator will apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA or if the amount of the award exceeds US$100,000, either party can appeal that award to a three-arbitrator panel administered by NAF, AAA or JAMS, as applicable, which will reconsider de novo any aspect of the initial award requested by majority vote and whose decision will be final and binding. The decision of that three-person panel may be appealed as provided by the FAA. The costs of such an appeal will be borne by the appellant regardless of the outcome of the appeal. Judgment upon the award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Company's headquarters or its assets are located.

(h) Confidential Proceedings. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the negotiations, arbitrations, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, or arbitration.

(i) Split Proceedings for Equitable Relief. Either Company or Amex may seek equitable relief in arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This Arbitration section may be enforced by any court of competent jurisdiction, and the party seeking enforcement will be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered. Except as otherwise provided in Section 15(c) above, if any portion of this Section 15 (other than Section 15(c) or (d)) is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section 15, this Agreement, or any predecessor agreement that Company may have had with Amex, each of which shall be enforceable regardless of such invalidity.

(j) Costs of Arbitration Proceedings. Company will be responsible for paying its share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Arbitration Rules, to the extent such fees do not exceed the amount of the filing fees Company would have incurred if the Claim had been brought in a state or federal court that would have jurisdiction over the Claim located in the federal judicial district where Company's headquarters is located. Amex will be responsible for paying the remainder of any such arbitration fees. At Company's written request, Amex will consider in good faith making a temporary advance of all or part of Company's share of the arbitration fees for any Claim that Company initiates as to which Company or Amex seeks arbitration. Company will not be assessed any arbitration fees in excess of Company's share if Company does not prevail in any arbitration with Amex.

16. MISCELLANEOUS

16.1. Time Limit on Actions. Any claim or cause of action arising out of or related to this Agreement must be filed by Company within one (1) year after such claim or cause of action arose or forever be barred.

16.2. Third-Party Beneficiary. Except for Amex's affiliates, suppliers and licensors, no third party is a beneficiary of this Agreement.

16.3. No Waiver. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

16.4. Entire Agreement. This Agreement (including, addendums, schedules, tables, appendices and attachments hereto) constitute the entire agreement between the parties, and supersede any previous oral or written agreements or

understandings between the parties relating to the subject matter hereof.

16.5. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

16.6. Survival. Sections 2 (Charges and Payment), 3 (Liability), 7(b) (Effect of Termination), 8 (Confidentiality), 9 (Notices), 12 (Limitation of Liability), 14 (Governing Law), 15 (Arbitration), 16 (Miscellaneous) shall survive the termination of this Agreement.

PART B – ACCOUNT PROVISIONS

17. CORPORATE CARD ACCOUNT

17.1. Liability – Company and the Commercial Cardmember shall be jointly and severally liable for all Charges incurred on the Corporate Card Account in accordance with and subject to the terms of Section 3.2(a) above; *provided, however*, that for Corporate Card Accounts with the Company Bill/Company Payment billing option, Company shall be fully liable for all Charges incurred on such Corporate Card Account in accordance with and subject to the terms of Section 3.2(b) above.

17.2. Annual Corporate Card Fees - An annual fee will be payable to Amex for each Corporate Card and will be determined in accordance with Amex's then-current Corporate Card fee policies.

17.3. Late Fees for Individually Billed Accounts – For Corporate Card Accounts to which the Individual Bill option applies, late fees will accrue according to the Cardmember Agreement in effect at the time of the Charges.

17.4. Late Fees for Company Bill/Company Payment Accounts - For Corporate Card Accounts (other than Corporate Platinum Card Accounts) with the Company Bill/Company Payment billing option, late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. For Corporate Platinum Card Accounts with the Company Bill/Company Payment billing option, late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $29.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; (b) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $29.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

17.5. Expedited Delivery Fee - Amex may charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Cards.

18. AIRLINE BILLING ACCOUNT

18.1. Issuance - Upon Company's request, Amex will assign supplementary accounts under the Airline Billing Account to certain of Company's Employees, departments, divisions or other business groups (supplementary accounts, collectively with the Airline Billing Account, are referred to in this Agreement as the "ABA").

18.2 Liability - Company shall be fully liable to Amex for all Charges incurred on the ABA in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

18.3. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive

Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

18.4. Miscellaneous - Amex will issue air and rail transportation tickets to Company's Employees or agents as directed by Company. Charges and credits will be processed in accordance with standard travel agency procedures established by the Airline Reporting Corporation or any successor organization and posted to the ABA.

19. BUSINESS TRAVEL ACCOUNT

19.1. Issuance - Upon Company's request, Amex will assign supplementary accounts under the Business Travel Account to certain of Company's Employees, departments, divisions or other business groups (supplementary accounts, collectively with the Business Travel Account, are referred to in this Agreement as the "BTA"). Company will only use the BTA to charge air and rail transportation tickets for business use through its travel agents.

19.2. Travel Agents - Company will instruct its travel agents in the use of the BTA and will provide its travel agents with a list of persons authorized by Company to use the BTA ("List") and will notify its travel agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its travel agent or the supplier providing services. Amex is not responsible for the acts or omissions of any travel agents, carriers, or other firms providing services.

19.3. Liability - Company shall be fully liable to Amex for all Charges incurred on the BTA in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. In addition, Company is also liable in full for Charges which result from the misuse of such accounts by any travel agent other than Amex, or any person currently or formerly included on a List. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

19.4. Late Fees- Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

19.5. Annual Fee - The annual fee for the BTA is $150 and is subject to change by Amex upon not less than sixty (60) days' prior written notice to Company. The annual fee will be waived if Company uses Amex as its travel agent.

19.6. Miscellaneous - Amex will notify Company of changes to the terms of certain insurance programs available to persons using the BTA. Company agrees to notify all persons authorized to use the BTA of any such changes.

20. CAR RENTAL BUSINESS TRAVEL ACCOUNT

20.1. Issuance - Upon Company's request, Amex will assign supplementary accounts under the Car Rental Business Travel Account to certain of Company's Employees, departments, divisions or other business groups (supplementary accounts, collectively with the Car Rental Business Travel Account, are referred to in this Agreement as the "CRBTA"). Company will only use the CRBTA to charge car rental and related services for business use through its travel agents.

20.2. Travel Agents - Company will instruct its travel agents in the use of the CRBTA and will provide its travel agents with a list of persons authorized by Company to use the CRBTA ("List") and will notify its travel agents of any changes to such List. Company shall resolve any unreconciled Charges directly with its travel agent or the supplier providing services. Amex is not responsible for the acts or omissions of any travel agents, carriers, or other firms providing services.

20.3. Liability - Company shall be fully liable to Amex for all Charges incurred on the CRBTA in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. In addition, Company is also liable in full for Charges which result from the misuse of such accounts by any travel agent other than Amex, or any person currently or formerly included on a List. Company must notify Amex of any alleged billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

20.4. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

20.5. Annual Fee - The annual fee for the CRBTA is $150 and is subject to change by Amex upon not less than sixty (60) days' prior written notice to Company. The annual fee will be waived if Company uses Amex as its travel agent.

20.6. Miscellaneous - Amex will notify Company of changes to the terms of certain insurance programs available to persons using the CRBTA. Company agrees to notify all persons authorized to use the CRBTA of any such changes.

21. AIRLINE CENTRAL BILLING ACCOUNT

2.1.1. Issuance - Amex will establish an Airline Central Billing Account in Company's name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company's request, Amex will assign one supplementary account under the Airline Central Billing Account to Company's choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Airline Central Billing Account, are referred to in this Agreement as the "ACB").

21.2. Charges - Purchases of air and rail transportation tickets charged with a Corporate Card issued pursuant to this Agreement will be billed to the ACB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the ACB.

21.3. Liability - Company shall be fully liable to Amex for all Charges incurred on the ACB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

21.4. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

21.5. Miscellaneous - If the Corporate Card Account is terminated for any reason, the ACB will terminate automatically. Upon and after termination of the ACB, any credits posted by Amex in respect of any Charges to the ACB will be posted to the Corporate Card Account of the applicable Commercial Cardmember.

22. CAR RENTAL CENTRAL BILLING ACCOUNT

22.1. Issuance - Amex will establish a Car Rental Central Billing Account in Company's name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement. Upon Company's request, Amex will assign one supplementary account under the Car Rental Central Billing Account to Company's choice of a Company employee, department, division or other business group (a supplementary account, collectively with the Car Rental Central Billing Account, are referred to in this Agreement as the "CRCB").

22.2. Charges - Amounts for car rental and related services charged with a Corporate Card issued pursuant to this Agreement will be billed to the CRCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the CRCB.

22.3. Liability - Company shall be fully liable to Amex for all Charges incurred on the CRCB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to

pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

22.4. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

22.5. Miscellaneous - If the Corporate Card Account is terminated for any reason, the CRCB will terminate automatically. Upon and after termination of the CRCB, any credits posted by Amex in respect of any Charges to the CRCB will be posted to the Corporate Card Account of the applicable Commercial Cardmember.

23. FEE CENTRAL BILLING ACCOUNT

23.1. Issuance - Amex will establish a Fee Central Billing Account ("FCB") in Company's name provided that Company has established a Corporate Card Account pursuant to the terms of this Agreement.

23.2. Charges - Annual fees for Corporate Cards issued pursuant to this Agreement will be billed to the FCB. An entry will appear on the applicable Corporate Card statement indicating the amount that has been billed to the FCB.

23.3. Liability - Company shall be fully liable to Amex for all Charges incurred on the CRCB in accordance with Section 3.2(b) above. Amex will send to Company a monthly statement listing all Charges. Company agrees to pay Amex in full for all Charges upon its receipt of the monthly statement. Company must notify Amex of any alleged (i) lost or stolen tickets or (ii) billing errors or disputes within sixty (60) days of the date such Charges first appear on a monthly statement.

23.4. Late Fees - late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $29.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $29.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $29.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed the maximum allowed by law.

23.5. Miscellaneous - If the Corporate Card Account is terminated for any reason, the FCB will terminate automatically. Company is responsible for reconciling any such credits as between Company and the Commercial Cardmember. No late fees shall apply to Charges billed to the FCB.

24. CORPORATE PURCHASING CARD (CPC) ACCOUNT

24.1. Use of Corporate Purchasing Card - Company agrees that it will implement and communicate Company policies that require Corporate Purchasing Cards issued hereunder to be used only for the purchase of goods and services on Company's behalf. Company also agrees that its policies will be in strict conformity with the Corporate Purchasing Card Terms and Conditions included with each Corporate Purchasing Card issued hereunder. In the event any of the terms and conditions of this Agreement conflict with those of the Corporate Purchasing Card Terms and Conditions, this Agreement will prevail. Individual use of Corporate Purchasing Cards is governed by the cardmember agreement.

24.2. Liability – Company shall be fully liable to Amex for all Charges incurred on the CPC Accounts in accordance with Section 3.2(b) above.

24.3. Expedited Delivery Fee - Amex may charge a fee for granting a Program Administrator's request for expedited delivery of Corporate Purchasing Cards.

24.4. Payment Terms / Settlement - Company agrees to pay all Charges shown on each consolidated monthly statement (the "Consolidated Statement") within fourteen (14) calendar days after the Closing Date specified on the applicable Consolidated Statement. If Company believes any Charge shown on a Consolidated Statement is in error or in dispute with the seller, Company may request, and Amex

may institute and maintain for a reasonable period, a temporary credit on the Corporate Purchasing Card Account in the amount of the disputed portion of the Charge while Amex investigates the error or Company seeks to resolve the dispute.

24.5. Late Fees - The amount of the late fee depends on the length of time a Commercial Cardmember account on any Consolidated Statement has remained unpaid. If there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period on any Consolidated Statement and that have not been paid and credited to Company's Amex Account by the Next Closing Date of such Consolidated Statement, then a late fee equal to the greater of $29.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged. Late fees will not exceed the maximum allowed by law.

24.6. Problems with Goods or Services - Company agrees to resolve any disputes concerning goods or services purchased using the Corporate Purchasing Card directly with the seller.

24.7. Access to Information - Amex may compile and convey to Company certain information provided to Amex by the sellers of goods and services Company purchased using the Corporate Purchasing Card, such as, for example, a seller's tax identification number and SIC number and the seller's status as a minority-owned or woman-owned business. Amex does not guaranty the accuracy of any such information and, by conveying such information to Company, does not undertake to perform on Company's behalf any reporting, compliance or other obligation or requirement applicable to Company pursuant to any law, regulation, executive order or court order.

24.8. CPC Department Account – Upon Company's request, Amex will establish a department account(s) for the billing of purchases from certain merchants that accept payment via such accounts ("CPC Department Account(s)"). Except as specifically provided herein, the terms of this Agreement which are applicable to the CPC Account and/or Corporate Purchasing Cards shall apply to the CPC Department Account. Notwithstanding anything in this Agreement to the contrary, with respect to any CPC Department Account, Company is liable to Amex for all Charges made to such CPC Department Account in accordance with the liability terms set forth in Sections 3.2(b) and 3.3(b) of this Agreement whether the CPC Department Account is issued with or without a corresponding plastic card.

24.9. Monthly Spending Limit - Amex may assign a monthly spending limit (the "Monthly Account Limit") to the CPC Account. The aggregate dollar amount of CPC Charges to Corporate Purchasing Cards issued on the CPC Account may not exceed the Monthly Account Limit. Once the Monthly Account Limit has been reached during a billing cycle, Charge privileges for Corporate Purchasing Cards issued on the CPC Account will be suspended until payment has been received and credited to the CPC Account. Amex will notify Company of the Monthly Account Limit, and Amex may change the Monthly Account Limit upon notice to Company. If authorization for any CPC Charge is declined based upon the Monthly Account Limit, Amex may notify the applicable merchant of the reason for the decline of the authorization request. Company agrees to notify Commercial Cardmembers of the Monthly Account Limit and of the consequences of exceeding the Monthly Account Limit.

24.10. Card Limits - Amex may assign limits ("Card Functionality Limits") to particular Corporate Purchasing Cards issued on the CPC Account based upon dollar amounts charged, the type of merchant establishments at which CPC Charges may be incurred, or other parameters Company and Amex agree upon. Certain CPC Charges in excess of or outside the parameters of the Monthly Account Limit or Card Functionality Limits may be incurred. Notwithstanding anything to the contrary contained herein or in any other agreement, and except for CPC Charges resulting from the Unauthorized Use of a Corporate Purchasing Card, Company is liable to Amex for CPC Charges in excess of or outside the parameters of any Monthly Account Limit or any Card Functionality Limit.

25. CORPORATE MEETING CARD (CMC) ACCOUNTS

25.1. Liability – Company shall be fully liable to Amex for all Charges incurred on the Corporate Meeting Card Accounts in accordance with Section 3.2(b) above.

25.2. Late Fees - Late fees will accrue at the rate currently in effect for the applicable billing period. As of the Effective Date, late fees accrue as follows: (a) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the 14th day after the Next Closing Date, a late fee of $39.00 may be charged; (b) if there are any amounts totaling more than $35.00, in aggregate, that were incurred during a statement billing period and that have not been paid and credited to Company's Amex Account by the following Next Closing Date, a late fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period may be charged; and (c) if payment of the total amount due is not credited to Company's Amex Account by successive Next Closing Dates, Amex may assess a fee equal to the greater of $39.00 or 2.99% of all amounts not credited for at least one statement billing period. Late fees will not exceed

the maximum allowed by law.

25.3. Annual Corporate Meeting Card Fee - An annual fee will be payable by Company for each Meeting Card. The annual fee assessed during each annual period will be determined in accordance with Amex's then current Meeting Card fee schedule or, for existing Corporate Card customers, in accordance with Company's Corporate Card Account Agreement.

25.4. Corporate Meeting Card Supplemental Account The provisions of this Section 25.4 shall take effect on the date of execution of the Corporate Meeting Card Supplemental Account Application provided to Company upon request. Except as specifically provided herein, the terms of this Agreement which are applicable to the CMC Account and/or Meeting Cards shall apply to the Corporate Meeting Card Supplemental Account.

25.4.1. Upon Company's request, Amex will assign cards with account numbers that represent supplemental accounts to the Company's primary Corporate Meeting Card Account, to certain of Company's Employees, departments, divisions or other business groups.

25.4.2. Only plastic cards shall be issued in connection with Company's CMC Supplemental Account. Plastic cards issued under a CMC Supplemental Account are subject to the same annual fee, if any, for Meeting Cards issued under this Agreement.

25.4.3. The CMC Supplemental Account(s) established pursuant to this Section 25.4 will be subject to any limits indicated by Company on the Supplemental Account Application.

The Terms and Conditions of this Commercial Account Agreement are effective as of the date written below ("Effective Date").

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

Darryl Brown

Darryl Brown
President, Americas
Global Corporate Payments

COMPANY NAME: CITY OF 'RANSAS PASS

By: _____
Name: ~~C. DONNA COX~~ Sylvia Carrillo
Title: ~~FINANCE DIRECTOR~~ City Manager
Date: _____

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
First Reading Item for the City Council Meeting of [3/7/2016]

Date: Friday, March 04, 2016

To: Sylvia Carrillo, City Manager

From: Chief Eric Blanchard
chief@ap-police.com

Agenda Item #: 11a
Title: City CHL Proposed Policy Amendments

CAPTION:
Consider and act on approving modifying the City policy on allowing City employees to exercise the Texas License to Carry (LTC) privilege while on-duty for the City.

PURPOSE:
Adapt city policy to the new Texas law on being licensed to carry.

BACKGROUND AND FINDINGS:
Texas recently modified the LTC program for all Texas residents. The new law permits licensees to carry their firearm in the open while properly holstered on their hip or within a shoulder holster. As a result, city employees now have the choice to openly carry while at work. Though city employees should be permitted to carry their firearm in accordance with the Texas LTC law, administrative staff feel it's important that the weapon remains concealed.

This policy modification will require that all city employees permitted by the City Manager to exercise their LTC privilege at work do so with a concealed firearm. No employee, other than sworn law enforcement staff, shall be allowed to openly carry a firearm.

ALTERNATIVES:
Leave the policy the way it is. This would mean the employee decides whether to carry openly or concealed.

CONFORMITY TO CITY POLICY:
N/A

EMERGENCY/NON-EMERGENCY:
NA

DEPARTMENTAL CLEARANCES:
Legal – Review and approval over legality and wordage.
All Departments – Inform and update staff if policy measure passes.

RECOMMENDATION:
Administrative staff recommends approval of this policy change.

Section 3.11 All Weapons Banned

The City specifically prohibits the carrying or possession of weapons by any employee while on City owned property or in a City vehicle unless the employee is carrying a ~~Concealed~~ Handgun License issued by the State of Texas under Texas Government Code Chapter 411, Subchapter H~~— License to Carry a Concealed Handgun~~. An employee who possesses a license from the State of Texas may seek approval from the City Manager to exercise that privilege while on duty for the City. Approved employees shall only carry their firearm in a concealed manner. Failing to conceal, accidental exposure of, or improper display of the firearm may result in the suspension of one's privilege and further disciplinary action up to and including termination.

An employee requesting to carry or already carrying a firearm in accordance with this policy, may be required to undergo a psychological examination like the type examination taken by City law enforcement officers. Until such examination can be administered, the employee may have his/her privilege to carry a firearm under this policy suspended. The expense of this examination shall be placed on the individual employee unless otherwise determined by the City Manager or his/her designee. The ability to carry a firearm while at work under this policy is a privilege not a right afforded to employees. The City Manager or his/her designee may revoke an employee's right to carry under this policy at any time and without cause. ~~This ban also includes keeping or transporting a weapon in a private vehicle on City business.~~

In general, ~~E~~employees are ~~also~~ prohibited from carrying or possessing a weapon while performing City services or while engaged in City business whether on private property or not. Weapons include guns, knives, explosives and other items made or adapted with the potential to inflict harm.

Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this Policy. However, nothing in this Policy shall prohibit any state or federal certified peace officer or law enforcement officer from carrying or possessing any weapon he or she is lawfully authorized to carry or possess. Employees who are required to possess weapons to perform the duties of their Job Descriptions are exempt from the applicable provisions of this paragraph.

Commented [EB1]: The city or business cannot restrict an employee from carrying a firearm inside a personal vehicle, whether used for work or not. Further, the employee may carry a firearm in his/her vehicle while at work, regardless of the employers rules.

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **March 7, 2016**

Date: February 16, 2016

To: Sylvia Carrillo
City Manager

From: Miguel S. Saldaña, A.I.C.P.
Director, Development Services Department
msaldana@aransaspasstx.gov

Agenda Item 13a-b: (Public Hearing)

TEXT AMENDMENT

Amendment to SECTION 15 – Non-Conforming Uses by adding a time frame for discontinued non-conforming uses.

PURPOSE:

To amend the Zoning Ordinance in order to set time limits whenever a nonconforming use has been discontinued, abandoned, or unused and limits for reconstruction of nonconforming use/structure.

BACKGROUND AND FINDINGS:

The current Zoning Ordinance regulations do not limit the length a nonconforming use may be abandoned or vacant. Typically across the country, nonconforming uses that discontinued, abandoned, or used for a specific time frame lose their nonconforming status. After that time frame, any use of the property or structure must be in compliance with the current rules and regulations. The Board of Adjustment has the authority to grant additional time for nonconforming uses but for a definite period. The Board of Adjustment also has the authority to terminate nonconforming uses. The time period that a nonconforming uses is discontinued, abandoned, or unused vary from 6 months to 1 year. Majority of time limits in the State of Texas is one year. Staff is of the opinion that one year is sufficient for the owner to market the property to another similar use and/or more restrictive use.

Another portion of the nonconforming regulations allows the reconstruction of the nonconforming structure if the destruction does not exceed 50 percent. The current regulation does not state that if the structure is destroyed by more than 50 percent, the nonconforming use shall cease. The proposed amendment makes it clear that if the structure that contains the nonconforming use is destroyed by more than 50 percent, the nonconforming use is no longer allowed. The proposed ordinance also sets a time frame as to the reconstruction of the structure that has been destroyed. The proposed ordinance allows up to 12 months from the date of the damage to have the structure repaired or reconstructed.

UPDATE: The proposed amendment was tabled at the November 16, 2015 City Council meeting to further evaluate the proposed amendment and its effects on existing manufactured home owners. Staff has modified the ordinance to allow existing nonconforming owner occupied manufactured homes to be able to replace their manufactured homes. Owner occupied means that the owner of the land also owns and lives in the manufactured home. The replacement manufactured home must not be more than 10 years old from the date it is set on the lot. Staff recommends approval of the amended ordinance.

ALTERNATIVES:
Deny the proposed amendment to set time frames.

OTHER CONSIDERATIONS:
None

CONFORMITY TO CITY POLICY:
Not applicable.

EMERGENCY/NON-EMERGENCY:
Non-Emergency

DEPARTMENTAL CLEARANCES:
None

FINANCIAL IMPACT:

[ ] Operating [ ] Revenue [ ] Capital [**X**] Not applicable

Fiscal Year: 2015-2016	**Project to Date Expenditures (CIP only)**	**Current Year**	**Future Years**	**TOTALS**
Line Item Budget:				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:
None.

PLANNING & ZONING COMMISSION RECOMMENDATION (11/09/2015):
Planning and Zoning Commission unanimously recommended approval of the proposed Zoning Ordinance text amendment.

LIST OF SUPPORTING DOCUMENTS:
Ordinance

ORDINANCE _____

ORDINANCE AMENDING ORDINANCE NO. 1308, ZONING ORDINANCE, BY AMENDING PART IV, SECTION 15, NON-CONFORMING USES; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the Planning and Zoning Commission has forwarded to the City Council its final report and recommendation regarding the amendment to the City of Aransas Pass Zoning Ordinance;

WHEREAS, with proper notice to the public, public hearings were held on Monday, November 9, 2015, during a meeting of the Planning and Zoning Commission, and on Monday, November 16, 2015, during a meeting of the City Council, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that this amendment would best serve the public health, necessity, convenience and general welfare of the City of Aransas Pass and its citizens.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS:

SECTION 1. The official Zoning Ordinance is amended to state the following.

SECTION 15

NON-CONFORMING USES

-110 Any use of property that does not conform to the regulations prescribed in the preceding section of this ordinance and which shall have been in existence prior to the adoption of this ordinance shall be called a non-conforming use. Any use that may be made non-conforming after adoption of this ordinance due to amendment of the ordinance through annexation and which is not a violation of the ordinance shall also be considered a non-conforming use.

-120 Any non-conforming use of land or structures may be continued for definite periods of time subject to such regulations as the Board of Adjustment may require for immediate preservation of the adjoining property. The Board of Adjustment may grant a change of occupancy from one non-conforming use to another, providing the use is within the same, or higher or more restricted zoning classification as the original non-conforming use and such change of use and occupancy will not tend to prolong and continue the non-conforming use. In event a non-

conforming use of a building may be changed to another use or the same or more restricted classification, it shall not later be changed to a less restrictive classification of use and the prior less restrictive classification shall be considered to have been abandoned.

-130 Whenever a nonconforming use is discontinued, abandoned, or unused for 12 consecutive months or more, all nonconforming rights shall cease and the use of the premises shall be in conformity with this Ordinance and all applicable codes of the City. The term "discontinue" shall mean that the property or structure is vacant of that the use has changed from the use that was in place on the effective date of the Ordinance.

-140 Whenever the structure in which a nonconforming use is housed, operated or maintained is damaged by natural or accidental causes to the extent of more than 50% of the value of the structure on the date of the damage, the right to operate such nonconforming use shall cease. In the event that a structure in which a nonconforming use is housed, operated or maintained is partially destroyed, such that the damage does not exceed 50% of the value of the structure on the date of the damage, the nonconforming use shall be allowed to continue, and the structure may be rebuilt upon issuance of a building permit. Repairs or reconstruction shall be substantially completed within 12 months of the date of such damage. Valuation shall be based upon the calculation of physical reproduction costs made from material and labor, the quantities and prices of materials, and the hours and costs of labor as of the date immediately prior to damage reasonably required to reproduce the building or structure in its condition as of the time of damage.

~~If a structure occupied by a non-conforming use is destroyed by fire, the elements or other cause, it may not be rebuilt except to conform to the provisions of this ordinance. In the case of partial destruction of a non-conforming use not exceeding fifty percent (50%) of its reasonable value, reconstruction will be permitted but the size or function of the non-conforming use cannot be expanded.~~

-150 If the nonconforming manufactured home is owner-occupied, the owner may replace the existing manufactured home with another newer manufactured home. The manufactured home must be replaced within 6 months of the older manufactured home being removed. The replacement manufactured home must be no older than 10 years from the date the replacement unit is set on the lot.

SECTION 2. This ordinance shall be effective upon passage.

Passed and Approved on the _____ day of _____, 2016.

CITY OF ARANSAS PASS,
TEXAS

_____
Mayor Adan Chapa

ATTEST:

_____
Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

_____
Allen S. Lawrence, Jr.
City Attorney

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **March 7, 2016**

Date: February 16, 2016

To: Sylvia Carrillo
City Manager

From: Miguel S. Saldaña, A.I.C.P.
Director, Development Services Department
msaldana@aransaspasstx.gov

Agenda Item 13c-d: (Public Hearing)

TEXT AMENDMENT

Amendment to PART III, SECTION 12 by amending the dimensions of the standard parking stall and requiring a minimum width for a two-way drive aisle.

PURPOSE:

To amend the Zoning Ordinance in order to parking stall dimensions to be consistent with the development standards and establishing a minimum drive aisle width for two-way traffic.

BACKGROUND AND FINDINGS:

The current Zoning Ordinance regulations require that a parking stall have a minimum dimension of 10 feet in width and 20 feet in depth. The development standard for parking lots in the area is nine (9') feet wide and eighteen (18') feet deep. Staff looked at the parking stall requirement for the Cities of Corpus Christi, Portland, Ingleside and Rockport. All four cities require a stall width of not less than nine (9') feet. With the exception of Ingleside, the other three cities require a stall depth of not less than eighteen (18') feet. City of Ingleside requires that stall depth of not less than twenty (20') feet. There are a couple of current projects that were inadvertently approved with parking stalls of nine (9') wide and eighteen (18') feet deep. An existing parking lot is the H. E. B. parking area. A recent project is the restaurant under construction at the southwest corner of S. Commercial Street and W. McClung Avenue.

Staff is including a minimum drive aisle width. Staff recommends a two-way drive aisle width of not less than 24 feet. This width will allow 12 feet for each vehicle traveling in opposite directions. Staff is further recommending that all drive aisles be exclusive of the drive through lanes. This means that if an establishment has a drive-through lane, the drive-through lane cannot extend into the parking drive aisles.

In addition to the off-street parking, staff is proposing to amend the off-street loading space. The current requirement is for a space of ten (10') feet wide and twenty-five (25') feet wide. Staff is recommending that the off-street loading space be increased to have a minimum width of twelve (12') feet and a minimum depth of thirty-five (35') feet. This increased size would accommodate your standard 18-wheel vehicle. An off-street loading space is not required unless the building is greater than 3,000 square feet.

UPDATE: The City Council tabled the proposed amendment on January 18, 2016, to allow staff to review other alternatives. Based on the comments from the Planning and Zoning Commission, the public during the public hearing and Council's concerns, Staff recommends Council adopt Planning and Zoning Commission's recommendation of leaving the parking stalls at 10 feet wide and 20 feet deep, requiring two-way drive aisles to be a minimum of 24 feet, exclusive of drive-thru aisles, and change the size of the loading space to 12 feet wide and 35 feet deep.

ALTERNATIVES:
Deny the proposed amendment to change the dimension of the off-street parking and loading spaces and the drive aisles.

OTHER CONSIDERATIONS:
None

CONFORMITY TO CITY POLICY:
Not applicable.

EMERGENCY/NON-EMERGENCY:
Non-Emergency

DEPARTMENTAL CLEARANCES:
None

FINANCIAL IMPACT:

[ ] Operating [ ] Revenue [ ] Capital [**X**] Not applicable

Fiscal Year: 2015-2016	**Project to Date Expenditures (CIP only)**	**Current Year**	**Future Years**	**TOTALS**
Line Item Budget:				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:
None.

PLANNING & ZONING COMMISSION RECOMMENDATION (01/11/2016):
Planning and Zoning Commission recommend approval of Staff's proposed text amendment with the exception that the parking stalls remain at 10 feet by 20 feet.

Planning and Zoning Commission had no objection to the requirement of 24 feet for two way drive aisles, requirement of drive aisles be exclusive of drive-thru lanes and require the off-street loading spaces to have a dimension of 12 feet wide and 35 feet deep. The commission does not support the parking stalls to be reduced to 9 feet by 18 feet. Reason being that a truck would have a difficult time parking in the smaller spaces.

LIST OF SUPPORTING DOCUMENTS:

Proposed Ordinance – Planning and Zoning Commission

ORDINANCE _____

ORDINANCE AMENDING ORDINANCE NO. 1308, ZONING ORDINANCE, BY AMENDING PART III, SECTION 12, OFF-STREET PARKING REQUIREMENTS, BY AMENDING THE DIMENSIONS OF A PARKING STALL AND THE OFF-STREET LOADING SPACE; PROVIDING FOR A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has forwarded to the City Council its final report and recommendation regarding the amendment to the City of Aransas Pass Zoning Ordinance;

WHEREAS, with proper notice to the public, public hearings were held on Monday, January 11, 2016, during a meeting of the Planning and Zoning Commission, and on Monday, January 18, 2016, during a meeting of the City Council, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that this amendment would best serve the public health, necessity, convenience and general welfare of the City of Aransas Pass and its citizens.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS:

SECTION 1. The official Zoning Ordinance is amended to state the following.

SECTION 12

OFF-STREET PARKING REQUIREMENTS

-100 TO SECURE SAFETY FROM FIRE, PANIC AND OTHER DANGERS; TO LESSEN CONGESTION IN THE STREETS; TO FACILITATE THE ADEQUATE PROVISION OF TRANSPORTATION; TO CONSERVE THE VALUE OF BUILDINGS; AND TO ENCOURAGE THE MOST APPROPRIATE USE OF LAND, MINIMUM OFF-STREET PARKING AND LOADING SHALL BE PROVIDED AS SET FORTH IN THE FOLLOWING SCHEDULES AND PROVISIONS.

-110 STANDARD PARKING SPACE: <u>No parking space shall have a width of less than ten (10') feet or a depth of less than twenty (20') feet. Drive aisles for two-way traffic shall have a width of not less than twenty-four (24') feet. All drive aisles shall be exclusive of any drive-thru lane.</u> ~~10' X 20'~~

*** * * * ***

-500 OFF-STREET LOADING SPACE SHALL BE PROVIDED ON EACH LOT IN ACCORDANCE WITH THE FOLLOWING:

-501 All retail, commercial and industrial structures shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive. Such space shall not have a width of less than twelve (12') feet or a depth of less than thirty-five (35') feet ~~consist of a minimum area of ten (10) feet by twenty-five (25) feet~~ for each twenty thousand (20,000) square feet of floor space or fraction thereof in excess of three thousand (3,000) square feet in the building or on the lot.

*** * * * ***

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be effective upon approval and passage.

Passed and Approved on the ____ day of _____, 2016.

CITY OF ARANSAS PASS,
TEXAS

_____
Mayor Adan Chapa

ATTEST:

_____
Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

_____
Allen S. Lawrence, Jr.
City Attorney

Staff Recommendation

ORDINANCE _____

ORDINANCE AMENDING ORDINANCE NO. 1308, ZONING ORDINANCE, BY AMENDING PART III, SECTION 12, OFF-STREET PARKING REQUIREMENTS, BY AMENDING THE DIMENSIONS OF A PARKING STALL AND THE OFF-STREET LOADING SPACE; PROVIDING FOR A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has forwarded to the City Council its final report and recommendation regarding the amendment to the City of Aransas Pass Zoning Ordinance;

WHEREAS, with proper notice to the public, public hearings were held on Monday, January 11, 2016, during a meeting of the Planning and Zoning Commission, and on Monday, January 18, 2016, during a meeting of the City Council, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that this amendment would best serve the public health, necessity, convenience and general welfare of the City of Aransas Pass and its citizens.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS:

SECTION 1. The official Zoning Ordinance is amended to state the following.

SECTION 12

OFF-STREET PARKING REQUIREMENTS

-100 TO SECURE SAFETY FROM FIRE, PANIC AND OTHER DANGERS; TO LESSEN CONGESTION IN THE STREETS; TO FACILITATE THE ADEQUATE PROVISION OF TRANSPORTATION; TO CONSERVE THE VALUE OF BUILDINGS; AND TO ENCOURAGE THE MOST APPROPRIATE USE OF LAND, MINIMUM OFF-STREET PARKING AND LOADING SHALL BE PROVIDED AS SET FORTH IN THE FOLLOWING SCHEDULES AND PROVISIONS.

-110 STANDARD PARKING SPACE: <u>No parking space shall have a width of less than nine (9') feet or a depth of less than eighteen (18') feet. Drive aisles for two-way traffic shall have a width of not less than twenty-four (24') feet. All drive aisles shall be exclusive of any drive-thru lane.</u> ~~10' X 20'~~

*** * * * ***

Staff Recommendation

-500 OFF-STREET LOADING SPACE SHALL BE PROVIDED ON EACH LOT IN ACCORDANCE WITH THE FOLLOWING:

-501 All retail, commercial and industrial structures shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive. Such space shall not have a width of less than twelve (12') feet or a depth of less than thirty-five (35') feet ~~consist of a minimum area of ten (10) feet by twenty-five (25) feet~~ for each twenty thousand (20,000) square feet of floor space or fraction thereof in excess of three thousand (3,000) square feet in the building or on the lot.

*** * * * ***

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be effective upon approval and passage.

Passed and Approved on the ____ day of _____, 2016.

CITY OF ARANSAS PASS,
TEXAS

_____
Mayor Adan Chapa

ATTEST:

_____
Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

_____
Allen S. Lawrence, Jr.
City Attorney

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **March 7, 2016**

Date: February 16, 2016

To: Sylvia Carrillo
City Manager

From: Miguel S. Saldaña, A.I.C.P.
Director, Development Services Department
msaldana@aransaspasstx.gov

Agenda Item: 13e-f (Public Hearing)

TEXT AMENDMENT

Amendment to PART III, SECTIONS 11 by eliminating the required minimum floor space and minimum masonry in the residential district and references in the non-residential districts.

PURPOSE:

To amend the Zoning Ordinance in order to eliminate the required minimum floor space and minimum masonry in the residential districts and the references in the non-residential districts.

BACKGROUND AND FINDINGS:

The current Zoning Ordinance regulations require that a single family residence in the "R-16" and "R-10" Single-Family Dwelling Districts and the "D" Duplex Dwelling District must have a minimum of 1,600 square feet of floor area for a one story structure, 1,800 square feet in a two-story structure and 2,000 square feet in a 2 ½ story structure. In the "R-7A" Single-Family Dwelling District, a single-family structure must have a minimum of 1,000 square feet for a one-story structure, 1,200 square feet for a two-story structure and 1,400 square feet in a 2 ½ story structure. Due to the rising cost of construction, these types of requirements tend to be described as "exclusionary zoning." Majority of the cities across the country do not have these types of minimum floor area requirements. On top of the minimum required floor area, the Zoning Ordinance also requires the 50 percent of the front exterior wall be constructed of masonry. These

types of requirements makes it difficult for a developer to provide affordable homes. For a city to be vibrant and growing, it must have a mixture of housing types.

Proposed amendments in the non-residential districts will delete their references to the floor area and masonry requirements in the “R-7A” District.

Staff is recommending that the floor area and masonry requirements be removed from the Zoning Ordinance.

Planning and Zoning Commission discussed the issue of changing the masonry requirement to allow cement fiber board, commonly known as Hardi board. The required minimum masonry area of 50 percent would remain.

In removing the floor area requirements, Planning and Zoning Commissioners expressed concern of allowing a small structure next to large expensive home. Commissioners want to ensure that small shacks are not being constructed in the city. The Planning and Zoning Commission recommend that the floor area in the “R-16” District be modified to just 1,000 square feet, whether it is single or multiple story building. In the “R-10,” “R-7A” and “D” Districts, Planning and Zoning Commission recommend modifying the floor area to 850 square feet.

ALTERNATIVES:
Deny the proposed amendment to eliminate the minimum floor area and masonry requirements.

OTHER CONSIDERATIONS:
None

CONFORMITY TO CITY POLICY:
Not applicable.

EMERGENCY/NON-EMERGENCY:
Non-Emergency

DEPARTMENTAL CLEARANCES:
None

FINANCIAL IMPACT:

[ ] Operating [ ] Revenue [ ] Capital [**X**] Not applicable

Fiscal Year: 2015-2016	**Project to Date Expenditures (CIP only)**	**Current Year**	**Future Years**	**TOTALS**
Line Item Budget:				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:
None.

PLANNING & ZONING COMMISSION RECOMMENDATION (01/11/2016):
Planning and Zoning Commission recommends modifying the masonry requirement to include cement fiber boards and modify the floor area requirement in the "R-16" District to 1,000 square feet and in the "R-10," "R-7A" and "D" Districts to 850 square feet.

STAFF RECOMMENDATION: Staff recommends deleting the requirement for masonry and the minimum floor area in all zoning districts.

LIST OF SUPPORTING DOCUMENTS:
Proposed Ordinance – Planning and Zoning Commission Recommendation
Proposed Ordinance – Staff Recommendation

PLANNING AND ZONING COMMISSION'S RECOMMENDATION

ORDINANCE _____

ORDINANCE AMENDING ORDINANCE NO. 1308, ZONING ORDINANCE, BY AMENDING PART III, SECTIONS 11-R16, 11-R10, 11-R7A, AND 11-D, BY MODIFYING REFERENCE TO MINIMUM FLOOR AREA AND MINIMUM MASONRY REQUIREMENTS; PROVIDING FOR A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has forwarded to the City Council its final report and recommendation regarding the amendment to the City of Aransas Pass Zoning Ordinance;

WHEREAS, with proper notice to the public, public hearings were held on Monday, March 7, 2016, during a meeting of the Planning and Zoning Commission, and on Monday, March 21, 2016, during a meeting of the City Council, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that this amendment would best serve the public health, necessity, convenience and general welfare of the City of Aransas Pass and its citizens.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS:

SECTION 1. The official Zoning Ordinance is amended to state the following.

SECTION 11-R16

R-16 SINGLE-FAMILY DWELLING DISTRICT

-100	USES PERMITTED:	Any use indicated as permitted in this district on the Use Schedule 10-200
-200	LOT AREA REQUIREMENTS:	
-201	Minimum Lot Area:	16,000 square feet except that a lot having less area which was an official "lot of record" prior to the adoption of this ordinance may be used for a one-family dwelling and no lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirement.

* * * * *

-209	Minimum Floor Space Required	The living area of each dwelling must not have less than 1,600 square feet. ~~There shall be living area in each one (1) story dwelling of not less than 1,600 square feet; and in each two (2) story dwelling of not less than 1,800 square feet; and in each two and one half (2 ½) story dwelling of not less than 2,000 square feet; the above mentioned square footage shall be heated and air conditioned living space.~~
-210	Minimum Masonry Required	Single family residences shall be constructed to the extent that no less than fifty percent (50%) of the front exterior wall shall be constructed of masonry, fiber cement or other similar material. On corner lots the front and side exterior walls facing public street shall be so constructed. Said masonry, fiber cement or other similar material shall extend and wrap around adjacent side exterior walls a minimum of two (2) feet.
-211	Non-Conforming Dwellings	The provisions of subsections 209 and 210 above shall not be applicable to non-conforming dwellings in existence on the date of the adoption thereof. All dwellings built hereafter on the same lot to replace such non-conforming dwellings as may be destroyed by fire, windstorm or other involuntary cause shall conform to the provisions of subsections 209 and 210

*** * * * ***

SECTION 11-R10

R-10 SINGLE-FAMILY DWELLING DISTRICT

-100	USES PERMITTED:	Any use indicated as permitted in this district on the Use Schedule 10-200

-200 LOT AREA REQUIREMENTS:

-201 Minimum Lot Area: 10,000 square feet except that a lot having less area which was an official "lot of record" prior to the adoption of this ordinance may be used for a one-family dwelling and no lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirement.

* * * * *

-209 Minimum Floor Space Required: The living area of each dwelling must not have less than 1,000 square feet. ~~There shall be living area in each one (1) story dwelling of not less than 1,600 square feet; and in each two (2) story dwelling of not less than 1,800 square feet; and in each two and one half (2 ½) story dwelling of not less than 2,000 square feet; the above mentioned square footage shall be heated and air conditioned living space.~~

-210 Minimum Masonry Required: Single family residences shall be constructed to the extent that no less than fifty percent (50%) of the front exterior wall shall be constructed of masonry, fiber cement or other similar material. On corner lots the front and side exterior walls facing public street shall be so constructed. Said masonry, fiber cement or other similar material shall extend and wrap around adjacent side exterior walls a minimum of two (2) feet.

-211 Non-Conforming Dwellings: The provisions of subsections 209 and 210 above shall not be applicable to non-conforming dwellings in existence on the date of the adoption thereof. All dwellings built hereafter on the same lot to replace such non-conforming dwellings as may be destroyed by fire, windstorm or other involuntary cause shall conform to the provisions of subsections 209 and 210

* * * * *

SECTION 11-R7A

R-7A SINGLE-FAMILY DWELLING DISTRICT

-100 USES PERMITTED: Any use indicated as permitted in this district on the Use Schedule 10-200

-200 LOT AREA REQUIREMENTS:

-201 Minimum Lot Area: 7,000 square feet except that a lot having less area which was an official "lot of record" prior to the adoption of this ordinance may be used for a one-family dwelling and no lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirement.

* * * * *

-209 Minimum Floor Space Required: The living area of each dwelling must not have less than 1,000 square feet. ~~There shall be living area in each one (1) story dwelling of not less than 1,000 square feet; and in each two (2) story dwelling of not less than 1,200 square feet; and in each two and one half (2 ½) story dwelling of not less than 1,400 square feet; the above mentioned square footage shall be heated and air conditioned living space.~~

-210 Minimum Masonry Required: Single family residences shall be constructed to the extent that no less than fifty percent (50%) of the front exterior wall shall be constructed of masonry, fiber cement or other similar material. On corner lots the front and side exterior walls facing public street shall be so constructed. Said masonry, fiber cement or other similar material shall extend and wrap around adjacent side exterior walls a minimum of two (2) feet.

-211 Non-Conforming Dwellings

The provisions of subsections 209 and 210 above shall not be applicable to non-conforming dwellings in existence on the date of the adoption thereof. All dwellings built hereafter on the same lot to replace such non-conforming dwellings as may be destroyed by fire, windstorm or other involuntary cause shall conform to the provisions of subsections 209 and 210

* * * * *

SECTION 11-D

D DUPLEX DWELLING DISTRICT

-100 USES PERMITTED:

Any use indicated as permitted in this district on the Use Schedule 10-200

-200 LOT AREA REQUIREMENTS:

-201 Minimum Lot Area:

7,000 square feet of land for each single-family dwelling unit, 3,000 square feet of land for each duplex dwelling unit, except that a lot having less area which was an official "lot of record" prior to the adoption of this ordinance may be used for a one family dwelling and no lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirement.

* * * * *

-209 Minimum Floor Space Required

The living area of each dwelling must not have less than 1,000 square feet. ~~There shall be living area in each one (1) story dwelling of not less than 1,600 square feet; and in each two (2) story dwelling of not less than 1,800 square feet; and in each two and one half (2 ½) story dwelling of not less than 2,000 square feet; the above mentioned square footage shall be heated and air conditioned living space.~~

-210	Minimum Masonry Required	Single family residences shall be constructed to the extent that not less than fifty percent (50%) of the front exterior wall shall be constructed of masonry, fiber cement or other similar material. On corner lots the front and side exterior walls facing public street shall be so constructed. Said masonry, fiber cement or other similar material shall extend and wrap around adjacent side exterior walls a minimum of two (2) feet.
-211	Non-Conforming Dwellings	The provisions of subsections 209 and 210 above shall not be applicable to non-conforming dwellings in existence on the date of the adoption thereof. All dwellings built hereafter on the same lot to replace such non-conforming dwellings as may be destroyed by fire, windstorm or other involuntary cause shall conform to the provisions of subsections 209 and 210

*** * * * ***

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall be effective upon approval and passage.

Passed and Approved on the ____ day of _____, 2016.

CITY OF ARANSAS PASS,
TEXAS

_____
Mayor Adan Chapa

ATTEST:

_____
Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

_____
Allen S. Lawrence, Jr.
City Attorney

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
Item for the City Council Meeting of 03/07/2016

Date: March 7, 2016

To: Honorable Mayor and Council

From: Amanda Torres, City Planner
atorres@aransaspasstx.gov

Agenda Item #: 13g-h
Title: Consider and Act on Texas Community Development Block Grant items:
Public hearing regarding the submission of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant Program (TxCDBG) grant.

A resolution of the City of Aransas Pass, Texas, authorizing the filing of a 2016 Texas Community Development Block Grant program application to the Texas Department of Agriculture under the Planning/Capacity Building Fund; and authorizing the Mayor to act as the city's executive officer and authorized representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program. **($55,000.00 – comprehensive planning)**

PURPOSE:
To pursue the submission of a grant application to the Texas Community Development Block Grant program for a comprehensive planning grant.

BACKGROUND AND FINDINGS:
GrantWorks will assist the City in applying for a Texas Community Development Block planning grant that would help the City develop a Comprehensive Plan. The plan would help guide future decisions regarding zoning and development within the City. If approved, GrantWorks' planning group would oversee developing the plan with a deliverable expected to be presented to City Council within two years of the initial grant awarding. Grant awards would be announced in October of this year.

ALTERNATIVES:
Do not approve pursuing grant

OTHER CONSIDERATIONS:
N/A

CONFORMITY TO CITY POLICY:
This conforms to city policy.

EMERGENCY/NON-EMERGENCY:
Non-Emergency

DEPARTMENTAL CLEARANCES:
City Council, Finance

RECOMMENDATION:
Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS:
Public Hearing Handout
Resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS, AUTHORIZING THE FILING OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Aransas Pass desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Aransas Pass to avail itself of the 2016 Texas Community Development Planning Program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF Aransas Pass, TEXAS;

1. That the City of Aransas Pass undertake a program to prepare the following planning effort(s):
   Base, Streets, Water, Wastewater, Capital Improvements Program, Parks and Recreation, Zoning, Subdivision, and Certifications, Presentations, Reports, and Publications

2. That the requested amount of TxCDBG funds is a maximum of $55,000.

3. That a Texas Community Development Block Grant Program application for Planning/Capacity Building fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture and any other appropriate agencies as defined in the regulations.

4. That the City Council directs and designates the **Mayor** as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.

5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, and civil rights requirements.

6. That the city commits itself, if funded by Texas Community Development Block Grant Program to appropriate $21,745 as matching funds and as a demonstration of its local support to the planning project.

Passed and approved this 7th day of March, 2016

ATTESTED BY:

_____

Mayor Adan Chapa

Aransas Pass, TX

_____

Sylvia Carrillo, City Manager

City of Aransas Pass

2016 Texas CDBG Application Cycle

Information for Public Hearing
Citizen Participation

Aransas Pass, Texas

Planning and Capacity Building Fund (PCB)

Citizen Participation Plan:
This Public hearing is to be held prior to a CDBG application at a public place after 5:00 p.m. on a weekday and advertised at least 72 hours in advance in the local newspaper to meet the Citizen Participation requirements for the CDBG program. Comments to be accepted for at least seven (7) days.

Official action will be taken by the governing body at a posted meeting with public comment allowed.

Notice of application and its availability for public review and comment at the local governing body offices to be advertised in the local newspaper at least five (5) days prior to the due date.

Eligible Uses of CDBG Funds: Water, sewer, drainage, other infrastructure facilities; disaster relief; planning activities; colonia assistance; economic development and job creation; housing rehabilitation or reconstruction; related engineering, acquisition, and administration activities. Most CDBG-assisted activities must primarily benefit households earning at or below 80% of the area median family income ("low and moderate income") or aid in the prevention of slum and blight.

Amount available for Planning/Capacity Building Fund (statewide): Up to $55,000 for Planning/Capacity Building applicants. **Due date for Planning/Capacity Building Fund is March 22, 2016.** Other fund category due dates vary.

Past use of funds: Water system improvements in 2014; infrastructure in support of San Patricio Automotive Group, Inc. in 2014; flood and drainage improvements in form of bulkhead replacement in 2013; sewer system improvements including retrofitting wetwell, demolition of existing lift station, and replacement of some lines in 2012; First-time water and sewer to 19 households in 2008; Drainage improvements in 2002; water and sewer improvements in support of a new Wal-Mart in 2003; Street construction, storm drain construction, water improvements, and parking facilities construction in support of Herndon Marine Products, Inc. in 1993; Sewer system improvements and first-time sewer service to 51 households in 1993; previous planning studies in 1991; Drainage improvements in 1991 and in 1992.

Affirmatively Furthering Fair Housing: The City will take steps to affirmatively further fair housing as part of its compliance with federal CDBG requirements. Those steps shall be determined during the project implementation process.

For more general information about CDBG please contact: Ms. Sylvia Carrillo, City Manager, City of Aransas Pass.

712010	Aransas Pass	CD	$300,000	10/31/2014	water system improvements	Contractor shall replace old and undersized water lines reduce water loss. Construction shall include the installation of 4,450 LF of 6 to 8-inch water line, valves, 29 fire hydrants, boring, reconnections and pavement repair. Construction shall take place in the north-central part of town.
711152	Aransas Pass	ED	$564,280	09/20/2014	infrastructure award in support of San Patricio Automotive Group, Inc.	The purpose of this economic development project is to provide infrastructure in the form of sewer and drainage in support of San Patricio Automotive Group, Inc. Construction shall take place off of Highway 35 originating from FM 1069 near the current CVS store. The infrastructure activities shall allow the company to expand its operations in the city, the company is an automotive dealership.
DRS210245	Aransas Pass	DRS-Ike 2.1	$259,331	08/31/2013	flood and drainage facilities improvements	Contractor shall remove and replace existing bulkhead and cap, restore eroded shoreline behind the bulkhead with new fill material, and perform site work associated with the construction. Construction shall take place along the bulkhead near Huff Street, between Bigelow Street and East Maddox Avenue, in the Conn Brown Harbor. Proposed bulkhead improvements will restore the function of the bulkhead, prevent erosion of the shoreline and damage to the harbor, and reduce flooding due to tidal surges. Improvements will address a failure to function caused by Hurricanes Dolly and Ike.
710021	Aransas Pass	CD	$300,000	09/14/2012	sewer system improvements	Contractor shall retrofit the wetwell, rehabilitate its Blossom Street lift station through demolition of existing lift station building, replace existing pumps and piping, install electrical and control system, and related by-pass pumping, replace 333 lf of 6" and 8" sewer line and five manholes.
726021	Aransas Pass	CD	$266,500	07/26/2008	first-time water and sewer to 19 households	The city shall provide first-time water and sewer to 19 households. The city shall install 960 lf of 8" sewer lines, 4 manholes, 560 lf of force main, 1 lift station and provide 10 connections. City shall also install 1,100 lf of 8" water lines, 2 hydrants and 5 service connections and 5 reconnections. Construction shall be on Gillespie Lane from Wheeler Avenue to Demory Lane.
720041	Aransas Pass	CD	$300,000	04/18/2002	drainage improvements	The City shall install designed drainage structures to control run-off in the target area. Projects includes the installation of 4,590' of storm drain, 20 inlets, 2 outfall structures and 4,355' of open ditching.
719202	Aransas Pass	ED	$875,000	02/10/2003	Infrastructure award in support of Wal-Mart Stores East, Inc	Infrastructure award in support of Wal-Mart Stores East, Inc., to construct public water, sewer and drainage improvements. The company plans to construct a new super center store.
700082	Aransas Pass	ED	$499,875	04/11/1993	provide infrastructure support to Herndon Marine Products, Inc. (Herndon)	Project will provide street construction, construction of storm drainage, upgrade of existing water line, public parking facilities and related appurtenances.
700571	Aransas Pass	CD	$299,950	01/14/1993	sewer line improvements and provision of first-time public sewer service	Project includes sewer collection line improvements and first-time sewer service through the installation of 10,500' of collection line, 1,356' of 4' service line, 15 manholes, 51 new service connections and 131 service reconnections.
709024	Aransas Pass	PC	$29,000	04/30/1991	planning studies	Planning study to include base studies, central business district, economic development, parks, capital improvements program, zoning and revised subdivision ordinances.
709011	Aransas Pass	CD	$300,000	03/31/1992	flood control/drainage improvements	Drainage improvements including 1,200' of 60' corrugated metal pipe (cmp), 1,300' of 54' cmp, 1,300' of 48' cmp, 500' of 24' cmp and 26 storm sewer inlets.
708931	Aransas Pass	CD	$299,280	05/14/1991	flood and drainage improvements	Flood and drainage improvements which include regrading 3,030 l.f. of ditch with concrete liner and upgrade capacity of pumping station from 33 c.f.s. to 100 c.f.s.

Public Safety Annual Report

Wednesday, February 24, 2016

Calls/Events

Communications:	**2015**	**2014**
All calls/events	↑30,777	27,576
Difference:	↑3201	2820 (2014 increase over 2013)

Fire/EMS only:	**2015**	**2014**
All calls/events	↑3148	3088
Difference:	↑60	242 (2014 increase over 2013)
➢ EMS as Primary:	↑3180	2727
➢ FD as Primary:	↓317	361

Police Department Only:	**2015**	**2014 ***
Total Officer Involved Events:	↑21,485	18,575
▪ Non-Traffic Events:	↑15,381	13,017
▪ Traffic Only Events:	↑6,104	5,558
▪ Incident Reports Generated:	↑1,920	1,492
➢ CID Assigned Cases:	↑635	541
• Police Backup Needed:	↑5,464	6,052
• Officers Needed for All Events:	↑26,949	24,627 **

Average Police Response time: ↑3 minutes, 19 seconds. ***

* Last year stats were updated, as there was a glitch in the analysis report from our vendor.
** On Average, an officer is needed 74 times a day, up from 67 times a day last year (includes backup needs).
*** Average Response time to Police calls for 2013 was 3 minutes, 4 seconds.

600 W. Cleveland Boulevard | Aransas Pass, Texas 78336 | 361.758.5224 – PH | 361.758.3402 – FAX
ap-police.com

Tickets and Arrests

Traffic Events:	**2015**	**2014**
Traffic Events:	↑6104	5,563
Tickets Issued:	**↑2212**	**2,183**
- Violations Cited:	↑2949	2,589

Most Cited Violations:	**2015**	**2014**	
1. Speeding	↑832	683	
2. Fail to Maintain Insurance	↓208	232	
3. Expired Vehicle Registration	↑162	118	
4. Driving on Suspended License	↑160	154	
5. No Driver's License	↓119	137	
6. Ran Stop Sign	=86	86	
7. Curfew	↑62	47	*
8. Use of Cell Phone (city ordinance)	↓56	101	
9. No Seat Belt, Driver	↓55	76	
10. Speeding in School Zone	↑55	28	*

Arrests Made:	**2015**	**2014**
1. Adults:	**↓623**	**689**
➢ Males	↓464	531
➢ Females	↑159	158
Difference from 2014:	-66	↑161 (161 increase over 2013)
2. Juvenile Detentions:	**↓29**	**31**
Difference from 2014:	-2	↑5 (5 increase over 2013)

* Did not make list last year.

ARANSAS PASS POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS

UCR Findings, Part 1 Crimes:	2015	2014 *
Offenses Reported:	↓523	592
Unfounded, false or baseless:	↓17	34
Actual Offenses:	↓506	558
Cases cleared:	↓206	224
Cases involving minors:	↓13	18

* Overall UCR index has gone down. Though residential burglaries are down, burglaries to buildings slightly increased. We were also more efficient and successful this past year at clearing cases.

Stolen/Recovered Property

- $551,948.00 ↑ Value of Stolen Property
  - $498,530.00 Total in 2014
- $99,817.00 ↑ Recovered stolen Property
  - $159,356.00 Total in 2014

Narcotics Seized	2015	2014 *
1. Marijuana:	↑21.12	5.2 ounces
2. Opiates:	↓54.95	1936.2 grams
3. Cocaine:	↓2.16	3,629.7 grams
4. Hallucinogens:	↓12.47	727.6 grams
5. Barbiturates:	↓3.57	54.4 grams
6. Amphetamine:	↑6	0 grams
7. Methamphetamine:	↓680.83	8816.6 grams
8. Synthetic Drugs:	↓59.25	436.5 grams
9. Prescription Pills:	↑111.6	4 grams

* A large chunk of 2014 figures were the result of the N. 11th Street bust.

OPEN RECORD REQUESTS

Open Records Requests:	2015	2014
Requests Answered:	↓929	955
Sent for Attorney General Opinion:	↑8	0

ASSET FORFEITURE

Federal Asset Forfeiture:	2015	2014
Deposits:	↑$163,354.25	$158,825.52
Expenses:	↓$107,559.89	$243,101.66

Expenses Include:

- Publications and Media Marketing Campaigns,
- Non Profit Support for Investigations and Anti-Drug and Gang,
- Communications equipment,
- New Taser ECDs,
- PIT Bumpers for training,
- Fleet supplies,
- Investigations and Training,
- Technology Improvements,

State Asset Forfeiture:	2015	2014
Deposits:	↓$2,410.60	$2,745.00
Seized but Pending Disposition:	↓$4,955.00	$5,042.00
Expenses out:	↓$723.80	$965.50

Expenses Include:

- Amateur radio equipment to assist EMCOMM.

Items Seized:

- Seized 8 vehicles, returned 1;
- Seized $7,165 total cash seized (prior to disbursement);
- Seized several firearms.

Training

Training Report 2015:

- We now have a dedicated training coordinator, instead of that responsibility being assigned to the Assistant Chief.
- Added several more officers as certified **TCOLE instructors, 10 in total**.
- We've expanded our Training Advisory Board, there are **9 board members**.
- Training received by staff: **3603 HRS**.
- We reported **1729 hours of training as an academy and 226 hours as an agency** (difference is whether other outside law enforcement agencies were part of the training or not).
- Total number of **student trained** through APPD, **321**!

ONLINE PRESENCE AND ACTIVITY

Website Report 2015:

1. Received visitors from over **130 countries**, mostly US, Canada, Brazil, France, Germany, and India.
   - **USA Alone** we received **365,848** unique visitors.
   - **All countries**, including USA, we received approx. **380,000** unique visitors.
     - That's over **130 Thousand more than last year**!
   - **Busiest day** of the year was **April 15th**; we received **24,810** unique visitors that day (Agg. Assault where suspect taunted police).

2. Created a total of **389 new posts** for the blotter, Wednesday being our busiest day for posting new info.

3. Most referrals to our site were from:

   1) facebook.com,
   2) wp.aransaspasstx.gov
   3) twitter.com
   4) kristv.com
   5) disqus.com

4. Top attractions on our site were:
   a. Agg. assault case mentioned,
   b. Sex offender area updates,
   c. Recent arrests,
   d. Missing child post.

See the Public Reports: http://jetpack.me/annual-report/37397452/2015/ (2015)
http://jetpack.me/annual-report/37397452/2014/ (2014)
http://jetpack.me/annual-report/37397452/2013/ (2013)

Facebook Stats 2014:

- People following our page: **6,542 up from 4,292** in 2015, growth remains steady.
- **Best one-day post** reach **717,972** people reached (9/30/2015, Butt Dialing 911 Video)
- Post engagements on **average week**: Approximately **42,512**

** Facebook is our most efficient way of getting information out to the community and receiving feedback, especially on crimes requiring investigative insight.

16. EXECUTIVE SESSION(S):

Recess Open Meeting and Retire to Executive Session pursuant to Chapter 551 of the Texas Government Code.

a. Section 551.071, Consultation with City Attorney: Pirate Towing & Salvage.
b. Section 551.071, Consultation with City Attorney: La Costa Development.
c. Section 551.071, Consultation with City Attorney: Industrial District Agreements.

Reconvene in Open Meeting to Consider and Act on Findings of Executive Session(s):

a. Section 551.071, Consultation with City Attorney: Pirate Towing & Salvage.
b. Section 551.071, Consultation with City Attorney: La Costa Development.
c. Section 551.071, Consultation with City Attorney: Industrial District Agreements.