AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ARANSAS PASS
600 W. CLEVELAND BLVD., ARANSAS PASS, TEXAS
AUGUST 15, 2016 - 7:00 PM

1. **CALL TO ORDER.**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE.**

3. **PRESENTATIONS AND PROCLAMATIONS.**

4. **BOARD AND COMMISSION APPOINTMENTS.**

4.I. Aransas Pass Housing Authority

Documents:

AGENDA MEMO - HOUSING AUTHORITY.PDF
BOARD APPLICATIONS - HOUSING AUTHORITY.PDF

4.II. Planning And Zoning Commission

Documents:

AGENDA MEMO - PLANNING AND ZONING COMMISSION.PDF
BOARD APPLICATION - PLANNING AND ZONING.PDF

4.III. Zoning Board Of Adjustment

Documents:

AGENDA MEMO - ZONING BOARD OF ADJUSTMENT.PDF
BOARD APP - ZONING BOARD OF ADJUSTMENT.PDF

5. **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 Council member so requests. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

5.I. Ordinance No. 2016-4161

Ordinance amending the Zoning Ordinance upon application by the City of Aransas Pass, by changing the Zoning Map in reference to a 223.55-acre tract of land, being Sherwood Forest Subdivision, Country Acres Subdivision, Marshall & Marshall Farm Tracts, Lot 1 through 11, and Lots 12A through 12E, Marshall & Marshall Farm Tracts Unit 2, Lots 1 through 9, T.P. McCampbell Subdivision, Land Block 2, Farm Lot 6, Lots 1-10, T.P. McCampbell Subdivision, Land Block 4, Farm Lot 5, Lots 1-10, T.P.

McCampbell Subdivision, Land Block 4, remaining Portions of Farm Lots 1 through 6; T.P. McCampbell Subdivision, Land Block 2, remaining portions of Farm Lots 1 through 6, from "AG" Agricultural District to "MH" Manufactured Home District on Tract 1; "GB" General Business District on Tract 2; and "LI" Light Industrial District on Tract 3; providing a repealer clause and an effective date.

Documents:

2016-4161 SHERWOOD FOREST REZONING ORDINANCE.PDF

5.II. Approval Of Regular Meeting Minutes Of June 20, 2016 And July 11, 2016.

Documents:

06-20-16 REGULAR.PDF
07-11-16 REGULAR.PDF

6. PUBLIC HEARINGS.

7. CITY MANAGER.

7.I. Advance Funding Agreement
Consider and Act on Resolution No. 2016-786 approving the Advance Funding Agreement for a Transportation Alternatives Program Project by and between the State of Texas, acting through the Texas Department of Transportation, and the City of Aransas Pass, and authorizing the City Manager to execute the agreement.

Documents:

PARTIAL EXECUTION 0916-28-067AFA-AFA TXDOT.PDF
RES. 2016-786 TXDOT SIDEWALK RESOLUTION.PDF

7.II. Street Assessment Lien
Consider and Act on request of John Edward Young to waive penalty and interest for property located at Lot 11, Block 296, S. 7th Street.

Documents:

AGENDA MEMO - STREEET ASSESSMENT LIEN.PDF

7.III. Weed Lot Lien
Consider and Act on request of John Young to waive penalty and interest on Weed Lot Lien, for property located at Lots 9 - 10, Block 559, 227 N. Arch.

Documents:

AGENDA MEMO - WEED LOT LIEN.PDF
NOTICE OF WEED LOT LIEN.PDF

7.IV. HOT Fund Request
Consider and Act on request from Spirit of Aransas Pass for HOT Funds in the amount of $10,000 for the 1st Annual Bacon Fest scheduled for October 22 - 23, 2016.

Documents:

AGENDA MEMO - BACON FEST.PDF
HOT TAX APPLICATION.PDF

7.V. Consider And Act On Approving Rules Of Decorum.

Documents:

AGENDA MEMO - RULES OF DECORUM.PDF
RULES OF DECORUM.PDF

7.VI. Proposed Tax Rate
Consider and Act on setting a Proposed Tax Rate for Fiscal Year 2016-2017.

Documents:

7VI NOTICE OF EFFECTIVE TAX RATE.PDF

7.VII. Setting Public Hearings
Consider and Act on setting Public Hearings on the Ad Valorem Tax Rate for August 22, 2016 and a second public hearing on August 29, 2016.

Documents:

7VII 2016 PROPOSED TAX RATE.PDF

7.VIII. Request To Disannex.
Consider and Act on request from Thomas Dutton to disannex the Sherwood Forest Area.

Documents:

REQUEST TO DISANNEX.PDF

7.IX. Tax Resale Property
Consider and Act on Tax Resale Property, Suit No. S-06-1031-TX; Account No. 0011-0441-0001-002 and 3152, Lots 1 and 2, Block 441, Original Townsite, City of Aransas Pass, San Patricio County, Texas.

Documents:

AGENDA MEMO - TAX RESALE.PDF
TAX RESALE.PDF
TAX RESALE MAP.PDF

7.X. Annual Fire Inspections

Documents:

AGENDA MEMO - ANNUAL FIRE INSPECTION.PDF

7.XI. Consider And Act On A Design/Build Agreement With H. Lancaster Not To Exceed $15,000.

Documents:

AGENDA MEMO - DOWNTOWN BENCHES.PDF
DOWNTOWN BENCH PIC.PDF

8. COMMUNITY ENRICHMENT.

Community Enrichment includes the following: Parks, Civic Center, Aquatic Facility, Library, and Senior Center.

8.I. Consider And Act On Request For Issuance For Request For Proposals For Carpet At The Aransas Pass Civic Center.

Documents:

AGENDA MEMO- NEW CARPET.PDF

9. DEVELOPMENT SERVICES.

Development Services includes the following: Building Services, Planning, Public Works, and Maintenance.

9.I. Consider And Act On The Following Plats:

Plat No. 1608011-NP04, Burton and Danforth Subdivision, Block T, Lot 6R (OCL) (Final - 18.31 Acres).
Plat No. 1699014-NP05, Aransas Pass Townsite, Block 577, Lot 1R (Final - 0.643).

Documents:

1 - CC MEMO - PUBLIC NOTICE PLATS.PDF
2 - STAFF PLAT REVIEW COMMENTS.PDF
3 - BURTON DANFORTH, BLOCK T, LOT 6R.PDF
4 - RV PARK SITE PLAN.PDF
5 - ARANSAS PASS TOWNSITE, BLOCK 577, LOT 1R.PDF
6 - RETAIL CENTER SITE PLAN.PDF

10. FINANCE.

Finance includes the following: Utility Billing, Finance, Human Resources, and Meter Reading.

11. INFORMATION TECHNOLOGY.

12. PUBLIC SAFETY.

Public Safety inlcudes the following: Police, Fire, EMS, Harbor, and Emergency Management

12.I. DEA/APPD Cooperative Agreement

Consider and Act on approving the Chief of Police to renew the Task Force Agreement between the Aransas Pass Police Department and the Federal Drug Enforcement Administration.

Documents:

AGENDA MEMORANDUM - MOUS.PDF
DEA AGREEMENT.PDF

12.II. Police Department 1033 Program Agreement

Consider and Act on approving the Mayor and Chief of Police to enter into an agreement with the Plan of Operations Division for the State of Texas allowing Police Department participation in the excess Department of Defense (DOD) personal property transfer program (1033 Program).

Documents:

AGENDA MEMORANDUM - 1033.PDF
1033 PROGRAM AGREEMENT.PDF
EMAIL MUNIZ.PDF

12.III. Fire Department Stats - June/July 2016.

.

Documents:

APFD - REPORT TO COUNCIL - JUNE - JULY 2016.PDF
HEAT MAP 06.01.2016 TO 07.31.2016.PDF
MAJOR INCIDENT TYPES 06.01.2016 TO 07.31.2016.PDF
TRAINING HOURS 06.01.2016 TO 07.31.2016.PDF

13. CITIZEN COMMENTS.

Citizens comments is intended for matters not scheduled on the agenda. 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.

14. EXECUTIVE SESSION.

14.I. The City Council May Recess Into Executive Session To Discuss The Following Item Pursuant To Chapter 551 Of The Texas Government Code:

a. Section 551.071 - Consultation with City Attorney: Municipal Court.
b. Section 551.071 - Consultation with City Attorney: Naismith Engineering.
c. Section 551.071 - Consultation with City Attorney: Structures for Public Works.
d. Section 551.071 - Consultation with City Attorney: Redfish Bay Boathouse Lease.

Reconvene in open session to consider and Act on findings of Executive Session:

a. Section 551.071 - Consultation with City Attorney: Municipal Court.
b. Section 551.071 - Consultation with City Attorney: Naismith Engineering.
c. Section 551.071 - Consultation with City Attorney: Structures for Public Works.
d. Section 551.071 - Consultation with City Attorney: Redfish Bay Boathouse Lease.

15. ADJOURNMENT.

16. POSTING STATEMENT.

I certify that the above notice of meeting was posted at the Aransas Pass City Hall located at 600 W. Cleveland, Aransas Pass, TX 78336 on _____, 2016 at _____a.m./p.m.

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 in advance of the meeting.

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: July 25, 2016

To: City Council

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

Title: Appointments to the Housing Authority

PURPOSE: To appoint/reappoint commissioners to the Housing Authority. ***(Appointed by the Mayor)***

BACKGROUND AND FINDINGS:

Terms expired for the following members and all are seeking reappointment for a new two-year term:

Lillie Kindell
Mary Ann Greer (Resident), Chairman
Dennis Peacock
Genie McLelland
(Vacant)

The Executive Director is recommending that the vacant position be filled with a Resident from the Housing Authority. The following members have submitted a board application: Rose Willman, Marie Orquiz, and Virginia Bufkin. Ms. Willman and Ms. Orquiz qualify for the Resident slot.

ALTERNATIVES:
Do not appoint applicants.

CITY OF ARANSAS PASS

BOARDS & COMMISSIONS APPLICATION

DATE: 7-19-16

List the Boards and/or the Commissions on which you want to serve:

1st Choice: Housing Authority Board

2nd Choice: _____

3rd Choice: _____

Name: Virginia Buffkin Phone No. 361 226-5042

Address: 1165 S. Rife Alt. Phone: 361 222-5113

City/State/Zip: Aransas Pass

Current Employment: Retired

Resident of Aransas Pass 50 years Registered Voter? Yes ✓ No _____

Educational Background: Colledge business and Real Estate

Occupational Experience: Realtor for 50 yrs.

Additional experience that would qualify you to serve on a City Board or Commission:

Served on P+Z board for 32 yrs.

Boards or Commissions you have served on previously and dates served:

P+Z 1983 - 2005

Civic or community activities you have been involved with:

Pres. Womans Club

American Cancer Society

Please return completed form to the City Secretary's Office

600 W. CLEVELAND BLVD. - P.O. BOX 2000 - ARANSAS PASS, TEXAS 78335-2000
PHONE (361) 758-5301 - FACSIMILE (361) 758-8188

CITY OF ARANSAS PASS

BOARDS & COMMISSIONS APPLICATION

DATE: 17 July 2016

List the Boards and/or the Commissions on which you want to serve:

1st Choice: Housing Authority Board

2nd Choice: OPEN

3rd Choice: OPEN

Name: Marie L. Orquiz **Phone No.** 361-961-1610

Address: 250 S 13th St., #303, Aransas Pass, TX 78336. MAIL ADDRESS: P.O. Box 131 Portland, TX 78374 **Alt. Phone:** 361-443-7610

Current Employment: Federal Employee NASCC Student Aviator Training Liaison

Resident of Aransas Pass Oct 2011 (5+) years **Registered Voter?** Yes X No

Educational Background: Bachelor of Science in Human Services and Management

Occupational Experience: Personnel and Customer Service

Additional experience that would qualify you to serve on a City Board or Commission:

Volunteer: Advocate for all animals; Volunteered Texas Health and Human Services (Aransas Pass) Have always notified AP Housing Authority that I would gladly volunteer time if ever needed.

Boards or Commissions you have served on previously and dates served:

Ombudsman United States Coast Guard; President United States Coast Guard Women's Association; Mentor High School Band Students-GPISD

Civic or community activities you have been involved with:

Help fellow residents whenever they have asked

Please return completed form to the City Secretary's Office

600 W. CLEVELAND BLVD. - P.O. BOX 2000 - ARANSAS PASS, TEXAS 78335-2000

PHONE (361) 758-5301 - FAX (361) 758-8188

CITY OF ARANSAS PASS

BOARDS & COMMISSIONS APPLICATION

DATE: 7.15.16

List the Boards and/or the Commissions on which you want to serve:

1st Choice: APHA

2nd Choice: _____

3rd Choice: _____

Name: Rose Willman Phone No. 361 717 2200

Address: 254 N. 13th St 147A Alt. Phone: _____

City/State/Zip: Aransas Pass TX 78336 E-mail: rosewillman@yahoo.com

Current Employment: Care Regional Medical Center

Resident of Aransas Pass yes Registered Voter? Yes yes No _____

Educational Background: College Graduate

Occupational Experience: Registered Nurse

Additional experience that would qualify you to serve on a City Board or Commission:

_____

Boards or Commissions you have served on previously and dates served:

_____ _____

_____ _____

Civic or community activities you have been involved with:

_____ _____

_____ _____

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 2, 2016

To: City Council

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

Title: Reinstatement to the Planning and Zoning Commission

PURPOSE: Reinstatement of board member to the Planning and Zoning Commission

BACKGROUND AND FINDINGS:

Ms. Kathleen Sweatt was terminated due to three missed meetings. Ms. Sweatt's absences were due to illness and out of town and she is requesting to be reinstated to the commission for the remainder of the term.

ALTERNATIVES:
Do not reinstate member.

CITY OF ARANSAS PASS

BOARDS & COMMISSIONS APPLICATION

DATE: Sept 15, 2015

List the Boards and/or the Commissions on which you want to serve:

1st Choice: Planning and Zoning Commission

2nd Choice: Zoning Board of Adjustments

3rd Choice:

Name: Kathleen Olson Sweatt

Phone No. 361 461-1732

Address: 706 S. Houston St

Alt. Phone:

City/State/Zip: Aransas Pass, TX 78336

E-mail:

Current Employment: Retired

Resident of Aransas Pass 2007 - present 1947 - 1964 Registered Voter? Yes ✓ No

Educational Background: Graduate A P HS 1964, Durhams Business College Austin, TX Banking Classes U of Houston, Many Certifications Texas A&M TEEX - Municipal Inspections

Occupational Experience: Code Enforcement, Zoning Inspector City of CC, Bldg Dept CC TX, Operations Officer M Bank Houston, TX

Additional experience that would qualify you to serve on a City Board or Commission: Registered Code Enforcement Officer TX Dept of Health Services, Basic Knowledge of Bldg Code, other function of Bldg disciplines, Zoning Inspector City of CC - Local government Law.

Boards or Commissions you have served on previously and dates served:

Planning + Zoning Commission Aransas Pass - (2007 - 2010) (2015 - present)

Safety Advisory Board City of CC 2001-2009

Zoning Board of Adjustments Aransas Pass (2013 - present)

Prairie View Cemetarry Director 2009 - present

Staff member UDC - City of CC - (until Retirement)

Civic or community activities you have been involved with:

Lioness Club Aransas Pass 2009 - present

Zoning Board of Adjustments

Planning + Zoning Commission

Prairie View Cemetary Association

Please return completed form to the City Secretary's Office

ATTENTION: Agendas are distributed by e-mails. If you do not have an e-mail address, please let us know so we may mail agendas to you.

600 W. CLEVELAND BLVD. - P.O. BOX 2000 - ARANSAS PASS, TEXAS 78335-2000
PHONE (361) 758-5301 - FAX (361) 758-8188

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 2, 2016

To: City Council

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

Title: Appointments to the Zoning Board of Adjustment

PURPOSE: To appoint a commissioner to the Zoning Board of Adjustment.

BACKGROUND AND FINDINGS:

Mr. Randall Freeze has indicated that his work schedule will not allow him to continue serving on the Zoning Board of Adjustment. Ms. Cynthia Vasquez has submitted a Board Application for consideration of appointment to the Zoning Board of Adjustment.

Mr. Freeze filled the category of Regular Member. Staff is recommending that Richard "Sandy" Kubek, who is currently an Alternate Member be moved to the slot of Regular Member, and that the new appointee be designated as an Alternate Member.

ALTERNATIVES:
Do not appoint applicant.

CITY OF ARANSAS PASS

RECEIVED
AUG 1 2016
By

BOARDS & COMMISSIONS APPLICATION

DATE: 07/13/2016

List the Boards and/or the Commissions on which you want to serve:

1st Choice: Planning & Zoning

2nd Choice: Zoning Board of Adjustment

3rd Choice:

Name: Cynthia Vasquez Phone No. ~~425 508 5023~~ 361 534 9302 CV

Address: 1003 W. Rhodes Alt. Phone:

City/State/Zip: Aransas Pass, TX 78336

Current Employment: N/A

Resident of Aransas Pass 2 years Registered Voter? Yes ✓ No

Educational Background: Bachelor's Degree - Business, Management with a Concentration in Human Resources

Occupational Experience: Paralegal (10+ years)

Additional experience that would qualify you to serve on a City Board or Commission:

Boards or Commissions you have served on previously and dates served:

Aransas Pass Project Graduation, Board Secretary (Jan. 2016 - present); Destination Downtown Aransas Pass, Director (Jan. 2016 - present); Constitution Park/Military Family Housing Resident Advisory Board; Secretary (April 2013 - June 2014);

Civic or community activities you have been involved with: City of Aransas Pass Trash Take Back; St. Mary Star of the Sea Religious Ed teacher (Sept. 2014 - present); Keep A.P. Beautiful (Apr. 2015 to present)

Please return completed form to the City Secretary's Office

600 W. CLEVELAND BLVD. - P.O. BOX 2000 - ARANSAS PASS, TEXAS 78335-2000
PHONE (361) 758-5301 - FAX (361) 758-8188

ORDINANCE NO. 2016-4161

Ordinance amending the Zoning Ordinance upon application by the City of Aransas Pass, by changing the Zoning Map in reference to a 223.55-acre tract of land, being Sherwood Forest Subdivision, Country Acres Subdivision, Marshall & Marshall Farm Tracts, Lot 1 through 11, and Lots 12A through 12E, Marshall & Marshall Farm Tracts Unit 2, Lots 1 through 9, T.P. McCampbell Subdivision, Land Block 2, Farm Lot 6, Lots 1-10, T.P. McCampbell Subdivision, Land Block 4, Farm Lot 5, Lots 1-10, T. P. McCampbell Subdivision, Land Block 4, remaining Portions of Farm Lots 1 through 6; T. P. McCampbell Subdivision, Land Block 2, remaining portions of Farm Lots 1 through 6, from "AG" Agricultural District to "MH" Manufactured Home District on Tract 1; "GB" General Business District on Tract 2; and "LI" Light Industrial District on Tract 3; providing for 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 application by the City of Aransas Pass ("Applicant"), for an amendment to the City of Aransas Pass Zoning Map;

WHEREAS, with proper notice to the public, public hearings were held on Monday, May 9, 2016, and on Monday, June 13, 2016, during a meeting of the Planning and Zoning Commission, and on Monday, July 11, 2016, during a meeting of the City Council, during which all interest 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. Upon application made by the City of Aransas Pass ("Applicant"), the Zoning Map of the City of Aransas Pass, Texas ("City"), is amended by changing the zoning from "AG" Agricultural District to "MH" Manufactured Home on Tract 1; "GB" General Business District on Tract 2; and "LI" Light Industrial District. Metes and bounds description of the tracts attached as **EXHIBIT A**. **EXHIBIT B** is a map of the "Property."

SECTION 2. The official Zoning Map of the City is amended to reflect changes made by Section 1 on this ordinance.

SECTION 3. The Zoning Map made effective August 24, 1968, and as amended from time to time, except as changed by this ordinance, both remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances specifically pertaining to the zoning of the Property and that are in conflict with this ordinance are hereby expressly repealed.

SECTION 5. This ordinance shall be effective upon passage.

Passed and Approved on the _____ day of _____, _____

CITY OF ARANSAS PASS, TEXAS

_____
Adan Chapa
Mayor

ATTEST:

_____
Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

_____
Allen S. Lawrence, Jr.
City Attorney

TexasGeoTech
LAND SURVEYING, INC.

EXHIBIT "A"
95.23 ACRES

Being a total of 95.23 acres, of all of **Lots 1**, through **9** of the **Marshall & Marshall Farm Tracts**, **Unit 2**, as recorded in Envelope a 224-225 in Tube 27-5, and all of the **Aransas Pass Ken-Mar Subdivision # 1** recorded in volume 9, page 20, all of the **Marshall and Marshall Farm Tracts**, **Unit 1**, recorded in envelope a 200 - 201, tube 21-3, the **Aransas Pass Country Acres Subdivision** recorded in volume 9, page 10, the **Sherwood Forest Acres**, recorded in volume 400 - 401, tube 30-6, part of lots 3, 4, 5 and 6, of block 4 of the **T.P. McCampbell Subdivision** recorded in volume 11, pages 21-22 all of the above being recorded in the Map Records of San Patricio County, Texas and also includes part of the north half right of way of **State Highway No. 35** and being more particularly described by metes and bounds as follows;

BEGINNING at a point and being the northwest corner of Lot 11 of the said **Marshall and Marshall Farm Tracts, Unit 1**, same being on the northwest corner of Lot 12-E of the **Lots 12A, 12B, 12C, 12D and 12E of the Marshall & Marshall Tract**s, a subdivision recorded in San Patricio County, Texas, said point being an interior corner of this tract;

THENCE S 32° 50' 58" W a distance of 433.97 feet to a point of the north right of way line of said **State Highway No. 35**, said point being a corner of this tract;

THENCE N 57° 14' 51" W with the north right of way line of said **State Highway 35**, a distance of 329.79 feet to a point on the north right of way line of said **State Highway 35** and being a corner of this tract;

THENCE N 54° 45' 03" W continuing with the north right of way line of said **State Highway 35**, a distance of 660.79 feet to a point for the most westerly corner of this tract;

THENCE N 32° 50' 58" E with the west subdivision line of said **Aransas Pass Country Acres** and the **Sherwood Forest Acres**, a distance of 1317.30 feet to a point on the center line of **Oak Lane (County Road 1838)** for the westerly northwest corner of this tract;

THENCE S 57° 09' 02" E with the center line of **Oak Lane**, a distance of 1662.00 feet to a point, for an interior corner of this tract;

THENCE N 32° 50' 58" E a distance of 1340.00 feet to a point on the center line of **Robert Road** and being the most northerly corner of this tract;

THENCE S 57° 09' 02" E a distance of 1303.79 feet to a point for the northeast corner of this tract;

THENCE S 32° 50' 58" W a distance of 1340.00 feet to a point on the center line of said **Oak Lane (County Road 1838)** and being the most east-southeast corner of this tract;

THENCE N 57° 09' 02" W with the center line of said on the center line of **Oak Lane (County Road 1838)**, a distance of 552.72 feet to a point for an inner corner of this tract;

THENCE S 76° 12' 56" W with the north lot line of **Lots 2, 3, 4, 5, 6, 7 and 8 of the Marshall and Marshall Farm Tracts Unit 2**, as recorded in Envelope A 224-225 Tube 27-4 of the Map Records of San Patricio County Texas, a distance of 636.83 feet to a point for an inner corner of this tract;

THENCE S 32° 50' 58" W a distance of 610.04 feet to a point for the center line of said **State Highway No. 35**, said point being the beginning of a curve to the right and also being a corner on this tract;

THENCE with said curve to the right and continuing with the center line of said **State Highway No. 35**, having a radius of 3281.66 feet, a cord distance of 38.46, a cord bearing of S 89° 09' 29" E, a delta angle of 00° 40' 17" and an arc length of 38.56 feet to a point for point of curvature to the right and being a corner of this tract;

TexasGeoTech
LAND SURVEYING, INC.

THENCE with said curve to the right and continuing with the center line of said **State Highway No. 35**, having a radius of 1961.40 feet, a cord distance of 321.03, a cord bearing of N 88° 50' 05" W, a delta angle of 09° 23' 18" and an arc length of 321.39 feet to a point for a corner of this tract;

THENCE N 30° 50' 38" E a distance of 351.56 feet to a point for a corner of this tract;

THENCE N 57° 09' 02" E with the north subdivision line of said **Lots 12A, 12B, 12C, 12D and 12E of the Marshall & Marshall Tract**, a distance of 680.00 feet to the **POINT OF BEGINNING**, and containing 95.23 acre more or less.

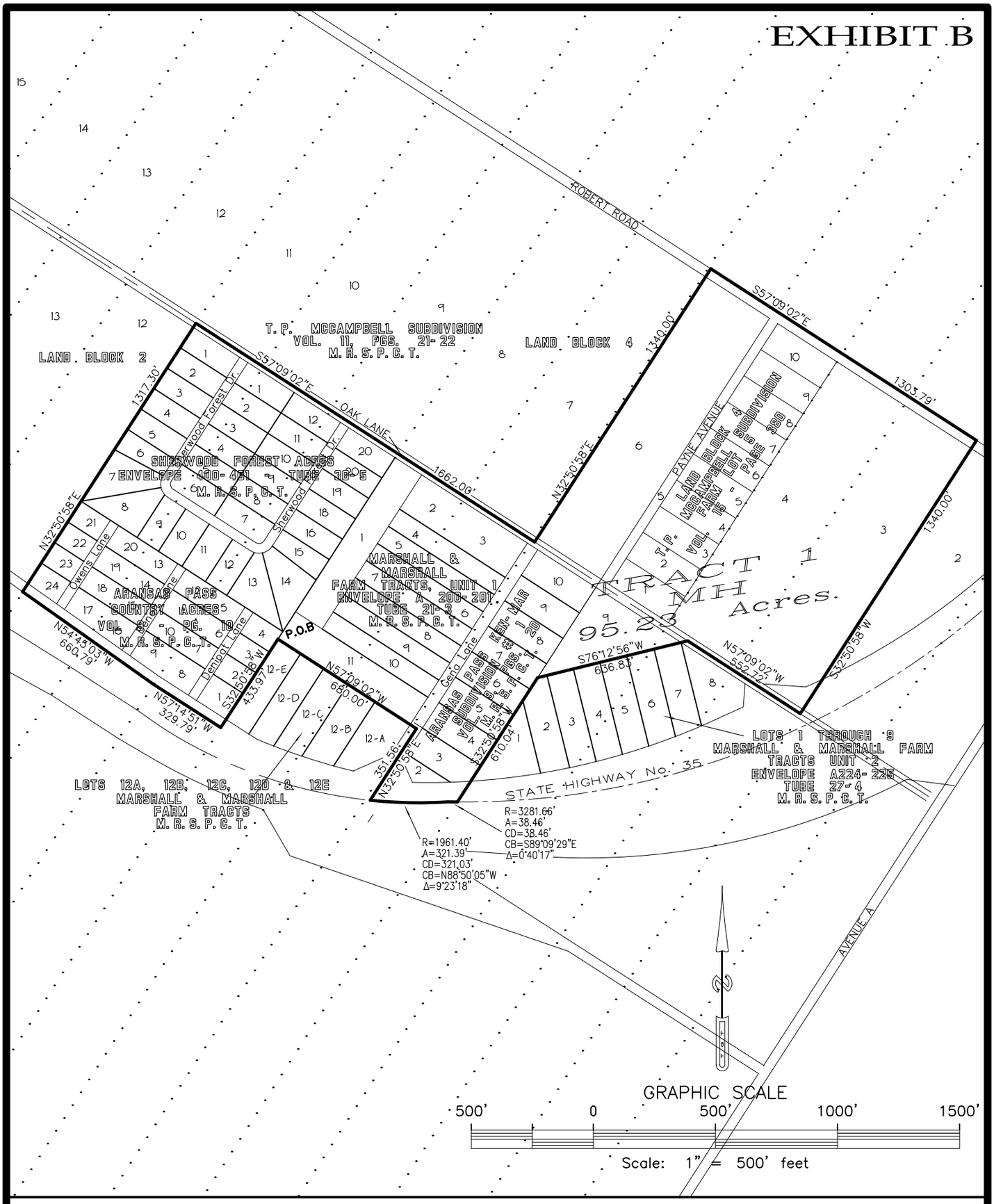
This field notes description constitutes a legal document, unless it appears in its entirety, in its original from, seal and signature, surveyor assumes no responsibility or liability a distance of its correctness. It is strongly recommended , a distance of the continuity of future surveys, that this document be incorporate in all future conveyances, without any revisions or deletions.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

July 22, 2016
160713-1

Jarrel L. Moore
Register Professional Land Surveyor
License Number 4854

EXHIBIT B



PLAT OF:

BEING A TOTAL OF 95.23 ACRES, AND BIENG ALL OF LOTS 1, THROUGH 9 OF THE MARSHALL & MARSHALL FARM TRACTS, UNIT 2, AS RECORDED IN ENVELOPE A 224–225 IN TUBE 27–5; AND ALL OF THE ARANSAS PASS KEN–MAR SUBDIVISION # 1 RECORDED IN VOLUME 9, PAGE 20; ALL OF THE MARSHALL AND MARSHALL FARM TRACTS, UNIT 1, RECORDED IN ENVELOPE A 200 – 201, TUBE 21–3; THE ARANSAS PASS COUNTRY ACRES SUBDIVISION RECORDED IN VOLUME 9, PAGE 10, THE SHERWOOD FOREST ACRES, RECORDED IN VOLUME 400 – 401, TUBE 30–6; ALL OF THE T.P. McCAMPBELL SUBIDIVISION, FARM LOT 5, RECORDED IN VOLUME 15, PAGE 38; AND BEING PAR TO OF ALL OF LOTS 3, 4, 5 AND 6, OF BLOCK 4 OF THE T.P. McCAMPBELL SUBDIVISION RECORDED IN VOLUME 11, PAGES 21–22 ALL OF THE ABOVE BEING RECORDED IN THE MAP RECORDS OF SAN PATRICIO COUNTY,TEXAS AND BEING PART OF STATE HIGHWAY No. 35.

I, JARREL L. MOORE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING MAP WAS PREPARED ONLY FROM MAPS OF RECORD AND PARCEL DATA PROVIDED BY CLIENT UNDER MY DIRECTION AND IS TRUE AND CORRECT.

JULY 22, 2016.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

JARREL L. MOORE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE No. 4854

TEXAS GEO TECH
LAND SURVEYING, INC
6330 SARATOGA BLVD. SUITE C
Corpus Christi, TX 78414
(361) 993–0808 Fax (361) 993–2955

DATE: 07/22/2016	DRAWN: RC
SCALE: 1" = 500'	JOB NUMBER: 160713–1
APPROVED: JLM	SURVEY: N/A

TexasGeoTech
LAND SURVEYING, INC.

EXHIBIT "C"
55.49 ACRES

Being a total of **55.49** acres, being all of that called 17.872 acre tract of land deeded to **Allen Samuels Realty, Inc**., as recorded in document number **624209** of the official public records of San Patricio County, Texas and being all of **Lot 12-A**, **12-B**, **12-C**, **12-D** and **Lot 12-E Marshall and Marshall Farm Tracts** recorded in envelope a-213-214, tube 32-3 of the map records San Patricio County, Texas.; Being part of **Lots 1, 2, Land Block 4** and out of **Lots 1, 2, 3, 4, 5, 6, 7** and **8 Land Block 2** of the **T.P. McCampbell Subdivision** recorded in volume 11, pages 21-22 all of the above being recorded in the map records of San Patricio County, Texas and being part of state highway no. 35., and being more fully described as follows;

BEGINNING at a point for the northwest corner of **Lot 12-E** of said **Marshall and Marshall Farm Tracts**, said point being the northwest corner of this tract;

THENCE S 57° 09' 02" E with the north line of said **Marshall and Marshall Farm Tracts**, a distance of 680.00 feet to a point on the center line of **Gena Lane**, said point being an inner corner of this tract;

THENCE S 32° 50' 58" W with the center line of said **Gena Lane**, a distance of 351.56 feet to a point with in the right of way of **State Highway 35** and being a starting point of a curve to the left and being an inner corner of this tract;

THENCE with the said curve to the left, having a radius of 1961.40 feet, a cord distance of 321.03 feet, a cord bearing of S 88° 50' 55" E, a delta angle of 9° 23' 18" and an arc length of 321.39 feet to a point for a point of curvature to the left and being a corner of this tract;

THENCE with the said curve to the left, having a radius of 3281.66, a cord distance of 2470.48 feet, a cord bearing of N 69° 03' 58" E, a delta angle of 44° 13' 22" and an arc length of 2532.89 feet to a point for a point of curvature to the left and being a corner of this tract;

THENCE with the said curve to the left, having a radius of 2769.79, a cord distance of 385.95 feet, a cord bearing of N 44° 19' 46" E, a delta angle of 7° 59' 25" and an arc length of 386.26 feet to a point, for the most northern corner of this tract;

THENCE S 57° 09' 02" E a distance of 182.34 feet to a point for the most northeast corner of this tract;

THENCE S 32° 50' 58" W a distance of 2617.89 feet to a point for the southeast corner of this tract;

THENCE N 57° 14' 51" W a distance of 2672.00 feet to a point for the southwest corner of this tract;

THENCE N 32° 50' 58" E a distance of 433.97 feet to the **POINT OF BEGINNING**, and containing 55.49 acres more or less.

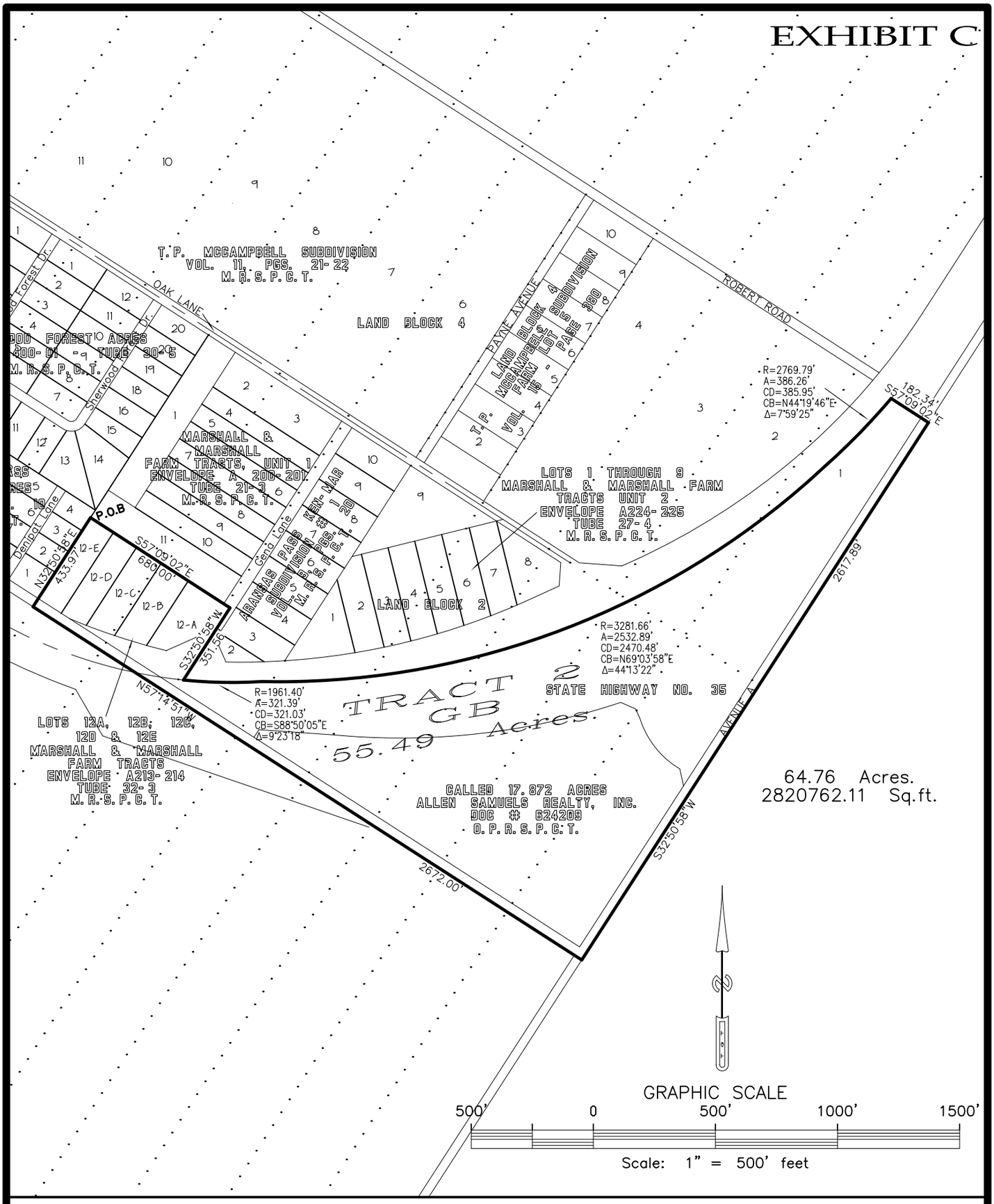
This field notes description constitutes a legal document, unless it appears in its entirety, in its original from, seal and signature, surveyor assumes no responsibility or liability a distance of its correctness. It is strongly recommended , a distance of the continuity of future surveys, that this document be incorporate in all future conveyances, without any revisions or deletions.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

Jarrel L. Moore
Register Professional Land Surveyor
License Number 4854

July 22, 2016
160713-2

EXHIBIT C



PLAT OF:

BEING A TOTAL OF 55.49 ACRES, BEING ALL OF THAT CALLED 17.872 ACRE TRACT OF LAND DEEDED TO ALLEN SAMUELS REALTY, INC., AS RECORDED IN DOCUMENT NUMBER 624209 OF THE OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS AND BEING ALL OF LOT 12-A, 12-B, 12-C, 12-D AND LOT 12-E MARSHALL AND MARSHALL FARM TRACTS RECORDED IN ENVELOPE A-213-214, TUBE 32-3 OF THE MAP RECORDS SAN PATRICIO COUNTY, TEXAS.; BEING PART OF LOTS 1, 2, LAND BLOCK 4 AND OUT OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 LAND BLOCK 2 OF THE T.P. MCCAMPBELL SUBDIVISION RECORDED IN VOLUME 11, PAGES 21-22 ALL OF THE ABOVE BEING RECORDED IN THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

I, JARREL L. MOORE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING MAP WAS PREPARED ONLY FROM MAPS OF RECORD AND PARCEL DATA PROVIDED BY CLIENT UNDER MY DIRECTION AND IS TRUE AND CORRECT.

JULY 22, 2016.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

JARREL L. MOORE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE No. 4854

TEXAS GEO TECH
LAND SURVEYING, INC
6330 SARATOGA BLVD. SUITE C
Corpus Christi, TX 78414
(361) 993-0808 Fax (361) 993-2955

DATE: 07/22/2016	DRAWN: RC
SCALE: 1" = 500'	JOB NUMBER: 160713-2
APPROVED: JLM	SURVEY: N/A

TexasGeoTech
LAND SURVEYING, INC.

EXHIBIT "E"
23.24 ACRES

Being a total of 23.24 acres, of all of Lots 1, through 8 out of **Lots 1 through 9 Marshall & Marshall Farm Tracts, Unit 2**, a subdivision as recorded in envelope a 224-225 in tube 27-5, of the map records of San Patricio County, Texas and being part of **Lots 1 and 2 of Block 4** of the **T.P. McCampbell Subdivision**, recorded in volume 11, pages 21 and 22 of the map records of Nueces County, Texas and also includes part of the north half right of way of **State Highway No. 35** and being more particularly described by metes and bounds as follows;

BEGINNING at a point being the north-northwest corner of **Lot 2** of the said **Lots 1 through 9 Marshall & Marshall Farm Tracts, Unit 2**, said point being west corner of this tract;

THENCE N 76° 12' 56" E with the north lot line of lots 2, 3, 4, 5, 6, 7 & 8 of the said **Lots 1 through 9 Marshall & Marshall Farm Tracts, Unit 2**, a distance of 636.83 feet to a point on the center line of **Oak Lane** and being a corner of this tract;

THENCE S 57° 09' 02" E with the center line of said **Oak Lane**, a distance of 552.72 feet to a point for an inner corner of this tract;

THENCE N 32° 50' 58" E with the common lot line of **Lot 1** and **2** of the said **Block 4 of the T.P. McCampbell Subdivision**, a distance of 1340.00 feet to a point for the most northerly corner of this tract;

THENCE S 57° 09' 02" E a distance of 521.53 feet to a point on the center line of **State Highway No. 35** and being the northeast corner of this tract and point of curvature to the right;

THENCE with said curve to the right within boundaries of said **State Highway No. 35**, having a radius of 2769.79 feet, a cord distance of 448.22 feet, a cord bearing of S 43° 41' 01" W, a delta angle of 09° 16' 55" and an arc length of 448.71 feet to a point for a corner of this tract and a point of curvature to the right;

THENCE with said curve to the right and continuing within the boundaries of said **State Highway No. 35**, having a radius of 3281.66 feet, a cord distance of 2434.81 feet, a cord bearing of S 68° 43' 50" W, a delta angle of 43° 33' 04" and an arc length of 2494.43 feet to a point for a the southwest corner of this tract;

THENCE N 32° 50' 58" E a distance of 610.04 feet to the **POINT OF BEGINNING**, and containing 23.24 acres more or less.

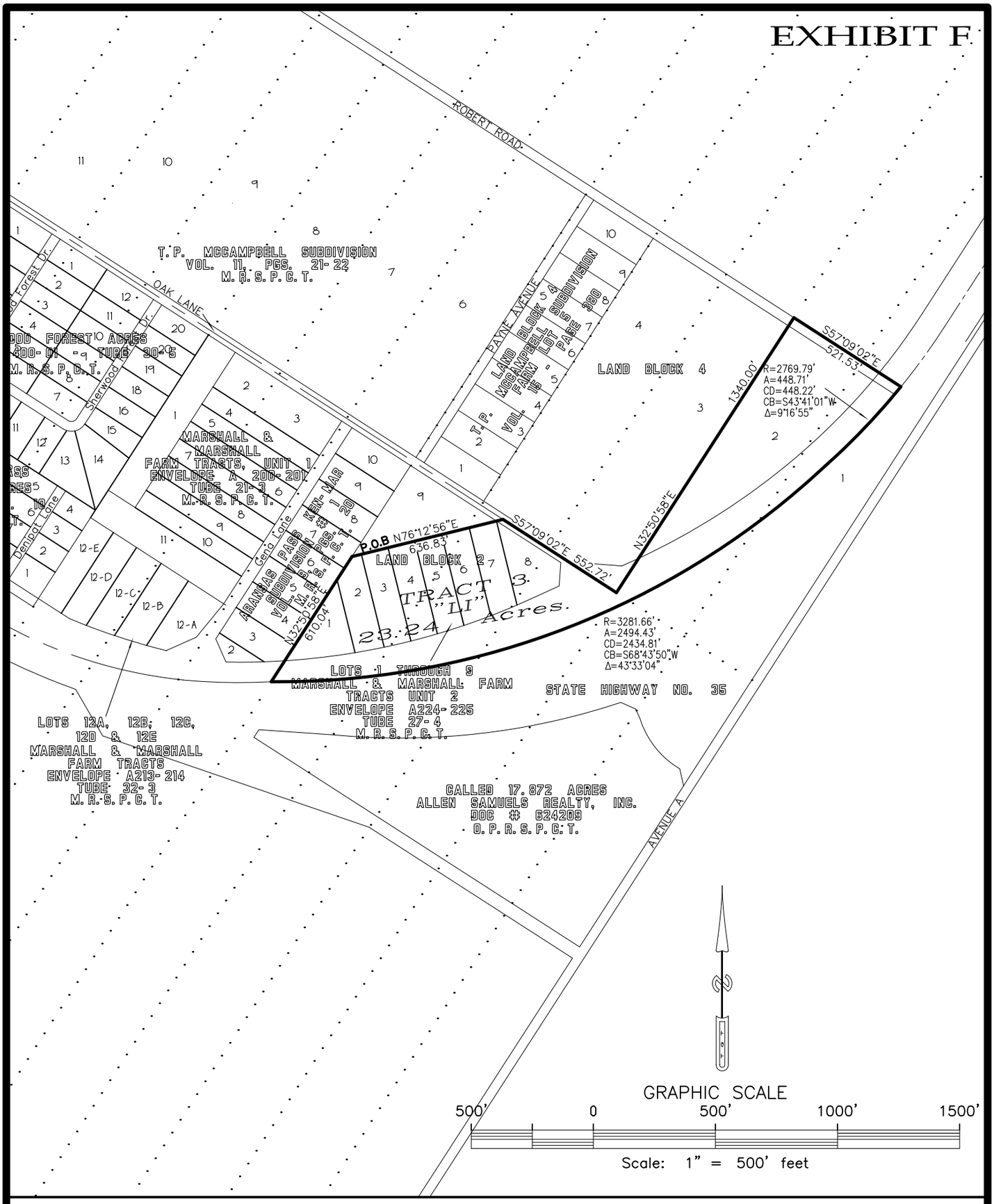
This field notes description constitutes a legal document, unless it appears in its entirety, in its original from, seal and signature, surveyor assumes no responsibility or liability a distance of its correctness. It is strongly recommended , a distance of the continuity of future surveys, that this document be incorporate in all future conveyances, without any revisions or deletions.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

July 22, 2016
160713-3

Jarrel L. Moore
Register Professional Land Surveyor
License Number 4854

EXHIBIT F



PLAT OF:

BEING A TOTAL OF 23.24 ACRES, OF ALL OF LOTS 1, THROUGH 8 OUT OF LOTS 1 THROUGH 9 MARSHALL & MARSHALL FARM TRACTS, UNIT 2, A SUBDIVISION AS RECORDED IN ENVELOPE A 224–225 IN TUBE 27–5, OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS AND BEING PART OF LOTS 1 AND 2 OF BLOCK 4 OF THE T.P. MCCAMPBELL SUBDIVISION, RECORDED IN VOLUME 11, PAGES 21 AND 22 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS AND ALSO INCLUDES PART OF THE NORTH HALF RIGHT OF WAY OF STATE HIGHWAY NO. 35.

I, JARREL L. MOORE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING MAP WAS PREPARED ONLY FROM MAPS OF RECORD AND PARCEL DATA PROVIDED BY CLIENT UNDER MY DIRECTION AND IS TRUE AND CORRECT.

JULY 22, 2016.

STATE OF TEXAS
REGISTERED
JARREL L. MOORE
4854
PROFESSIONAL
LAND SURVEYOR

JARREL L. MOORE
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE No. 4854

TEXAS GEO TECH
LAND SURVEYING, INC
6330 SARATOGA BLVD. SUITE C
Corpus Christi, TX 78414
(361) 993–0808 Fax (361) 993–2955

DATE: 07/22/2016	DRAWN: RC
SCALE: 1" = 500'	JOB NUMBER: 160713–3
APPROVED: JLM	SURVEY: N/A

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, June 20, 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, and Council Members Vickie Abrego, Billy Ellis, and Carrie Scruggs were present; Council Member Phillip Hyatt 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. PRESENTATION/PROCLAMATIONS:

3.I. Employee Recognition – Utility Billing: Melissa (Mel) Snyder, J.P. Gonzales, and Dolores Salinas.

City Manager Carrillo recognized Utility Billing Employees Melissa Snyder, J.P. Gonzales, and Dolores Salinas and thanked them for their hard work and commitment to the City of Aransas Pass, specifically during the recent conversion of the new Utility Billing System. They were each presented with a Certificate of Recognition.

3.II. Update – Sherwood Forest Area.

City Manager Carrillo informed the Council that the Sherwood Forest re-zoning was scheduled at the last Planning and Zoning Commission meeting, but due to citizen concerns regarding the mailing notice requirements, the Planning and Zoning Commission tabled the item until July.

3.III. Presentation – Storm Update.

City Manager Carrillo provided a powerpoint presentation on the 2016 Flood Event and discussed the following: recapped the time period; 2016 FEMA maps; levee certifiable; Levee Analysis and Mapping Process (LAMP); FEMA predictions on what will happen in a flood event; requirements under new maps, residents in certain areas now required to have flood insurance; referred to an aerial map of the city's drainage; described the outfalls; drainage improvements (Euclid Ditch); referred to a graph of Historic High Tides (actual vs. predicted); best practices for police department dispatch water levels; harbor flooding; pump station current procedures; future drainage changes; efforts of city staff and the impact to staff.

Council members asked questions regarding the standard operating procedures for the pumps; amount of staff hours; a drainage solution; elevation difference; possibility of having pre-filled sand bags; right of way on Saunders; and storm infrastructure.

4. BOARD AND COMMISSION APPOINTMENTS:

There were no board appointments.

5. APPROVAL OF MINUTES:

a. ~~Approval of Regular Meeting Minutes of May 16, 2016.~~

After the motion was made to approve the minutes, at the end of the meeting Council Member Scruggs referred to the vote on Item 8d and approval of the May 16, 2016 minutes and stated that she had voted No.

A motion was made by Council Member Hyatt to unapproved the minutes, seconded by Mayor Pro Tem Ellis, and the motion carried.

6. CITIZEN COMMENTS:

Susan Uerpal, 1500 W. Matlock, commented on a drainage system that would take water underground and carry the water out; and that the condition of the roads on 13th Street have damaged her vehicle.

James Redmond, 701 S. Lamont, commented that some of the areas in town have been built up and it's his opinion that this has caused flooding; commented that during Hurricane Celia there was no flooding; and commented on the drainage on Saunders.

Unidentified Citizen, Gaslight Village, stated that road conditions are bad; when it rains raw sewage rises at 13th Street; standing water at the intersection at Matlock and 13th Street for two weeks; and expects the City to correct the problem.

July Miller, Gaslight Village, commented on the condition of streets and the need to fix them; and added that Matlock Street needs improvement, and stated that sewage is coming through the pipes.

Ann Melton, 1940 S. Commercial, spoke of the three major hurricanes (Beulah, Carla and Celia); thanked the churches that provided assistance to the elderly; commented on Ransom Road, the floodgates and trash at Arch and Euclid Street from the flood.

Elizabeth Vickers, stated that she provides assistance to the disabled at Oak Park Village; spoke about repairs to her vehicle caused by a 12-inch hole; thanked city employees for the work that they do; a one block stretch at Matlock needs to be repaired.

Jack Huffman, 1406 W. Matlock, commented on the water and raw sewage at Wheeler and 13th Street running into the Housing Project, and between Gaslight Village and 13th Street.

Barbara Klopschinski, 1920 Sherwood Forest, thanked the City for taking care of the ditch problem; and also stated that there is a portion of the road in the area that is sinking.

Russ Point, 1500 W. Matlock, commented about the holes in the city streets, added that the rains occurred around May 10th, and that the holes were just filled in last Friday, and asked why it took so long to fill the holes; also commented on the condition of 13th Street; questioned why 9th Street was paved; the condition of the streets have damaged his vehicle, and also commented on the sewage problem in the housing project area.

Sam DeLeon, 605 S. McCampbell, stated that he assisted during the storm including the elderly; stated that his water bill has increased from $110 to $166 to $300 and distributed copies to the council; questioned the operation of smart readers.

Daniel Jimenez, 140 N. Arch, suggested that the council budget for a five-year Capital Improvement Plan.

Steve Warren, 617 N. Houston, spoke regarding on the following issues: water; smart readers; improving the handicap parking at Shrimporee; and the need for additional vendors at Shrimporee.

Brent Casey, 106 N. Cove Harbor, stated that he recently got a speeding ticket and that upon filing his completion of defensive driving at the Police Department, he was told that Texas Law now requires fingerprinting. Police Chief Blanchard stated he was unaware and would look into the matter.

Steve Warren, 617 N. Houston, informed the council of overgrown grass at the corner of N. Houston.

Betty Garza, 1500 W. Matlock No. 1, commented on the following issues: 1) problems at 13th Street and asked that when repairs begin that consideration is given to the materials used since heavy trucks travel through this street and that the repairs and work last; 2) in the event of a disaster where are the shelters for residents; 3) spoke about garage sales and the fee that residents pay to hold a garage sale and that signs can only be placed at the front yard. She offered suggestions to allow signs in other areas.

Debbe Ellsworth,1618 W. Nelson, spoke on behalf of the Chamber of Commerce and thanked the City for their support of the Shrimporee event.

7. CONSENT AGENDA:

Mayor Chapa referred to Consent Agenda Items 7.I through 7.IV.

7.I Resolution No. 2016-783 approving Tax Resale Property, Suit No. A-07-3063-TX-A, Tract No. 1 and Lot 2, Block 389, City of Aransas Pass, located on Lamont Street.

7.II Resolution No. 2016-784 approving Tax Resale Property, Suit No. S-05-1097-TX, Lots 13, 14, 15, and 16, Block G (NCB 571), Makey's First Addition, City of Aransas Pass, San Patricio County, located on the corner at Arch Street.

7.III. Resolution No. 2016-785 approving Tax Resale Property, Suit No. S-11-1102-TX, Lots 31 and 32, Block 419, City of Aransas Pass, San Patricio County, Texas, located at Goodnight and McCampbell.

7.IV. Ordinance No. 2016-4151 amending the City Code of Ordinances, Chapter 19.5-1, to change the hours of operation at Harbor Point Park.

A motion was made by Mayor Pro Tem Ellis to approve Items 7.I through 7.IV, seconded by Council Member Abrego, and the motion carried; Mayor Chapa "Voting "No".

8. PUBLIC HEARINGS:

Mayor Chapa referred to the Public Hearing items.

8.I Public hearing on a Conditional Use Permit for Kevin and Samantha Simon to operate a Bar, Lounge, or Tavern at 208 E. Wheeler.

City Attorney Lawrence declared the public hearing open on the application for a Conditional Use Permit for Kevin and Samantha Simon.

The applicant, Ms. Simon stated that the only concern with the Conditional Use Permit is the paving requirement. She stated that she is opposing to paving the property and wants to keep the crushed oyster shell that is currently there. She stated that there is already bad flooding in that area, and that by paving the property it would create additional flooding. City Attorney Lawrence read condition No.4, stating that all parking must be on an all-weather surface, concrete or asphalt.

City Manager Carrillo stated that this is part of a City ordinance that must be met for all new businesses, and that an alternate method would require an appeal to the Building Standards Board to ask for an alternate method to provide parking.

Fire Chief William Cox stated that the reason for the ordinance is due to the apparatus weight and the strict protocol that they only enter property that has a solid surface.

Susan Uerpall, stated that the City should try to encourage new businesses.

Carol Salinas, Planning and Zoning Commission Member, spoke in regards to the parking and paving requirements and addressed the flooding and water runoff.

City Attorney Lawrence declared the public hearing closed.

A motion was made by Council Member Scruggs to table this item, seconded by Council Member Abrego, and the motion carried.

8.II. TABLED - ~~Consider and Act on the Conditional Use Permit for Kevin and Samantha Simon to operate a Bar, Lounge, or Tavern at 408 E. Wheeler Avenue.~~

8.III. Public hearing on the Plat of Pile Addition, Lot 35-R (1.063 Acres), located between S. Commercial Street (SH 361) and S. Arch Street, north of E. Danforth Avenue

City Attorney Lawrence declared the public hearing open on the Plat of Pile Addition and stated that the Planning & Zoning Commission recommend approval of the re-plat. The applicant, Rocky Chacon stated that they wish to re-plat the property into one lot.

City Attorney Lawrence declared the public hearing closed.

8.IV. Consider and Act on the Plat of Pile Addition, Lot 35-R (1.063 Acres), located between S. Commercial Street (SH361) and s. Arch Street, north of E. Danforth Avenue.

A motion was made by Mayor Pro Tem Ellis to approve Item 8.IV, seconded by Council Member Abrego, and the motion carried.

8.V. Public hearing to consider petition by Redfish Bay Terminal, Inc. to disannex 18.52 acres of land located along the north side of E. Beasley Avenue and East of S. Arch Street.

City Attorney Lawrence declared the public hearing open on the petition to disannex 18.52 acres of land located along the north side of E. Beasley and East of S. Arch Street.

Mr. Tom Utter, Representative for Redfish Bay Terminal stated that the property is 18.52 acres immediately north, and approximately 250 acres owned by the same company and is in the industrial district area. He stated that during the industrial district negotiations, the owners expressed interests in having all the property under the same terms and conditions and would eventually package the whole property and have development in that area.

City Attorney Lawrence declared the public hearing closed and recommended that the motion to diannex be subject to the same property and include in the Redfish Bay Terminal Industrial District Agreement. Mr. Lawrence explained that an item would come back to council to amend the industrial district agreement to include the additional property.

8.VI. Consider and Act on the Petition by Redfish Bay Terminal, Inc. to disannex 18.52 acres of land located along the North side of E. Beasley Avenue and East of S. Arch Street.

A motion was made by Council Member Abrego to approve the disannexation of 18.52 acres to be included in an amended Industrial District Agreement currently with Redfish Bay Terminal, seconded by Mayor Pro Tem Ellis, and the motion carried.

9. CITY MANAGER:

9.I. Consider and Act on issuance of Request for Proposals for Fencing at Little League and Community Park.

City Manager Carrillo stated that this item is for bids for the fencing at the Little League and Community Park.

A motion was made by Council Member Abrego to approve Item 9.I, seconded by Mayor Pro Tem Ellis, and the motion carried.

9.II. Consider and Act on Delinquent Account of Amy Cooper, 605 West Matlock.

Mr. and Mrs. Quincy Cooper, 605 W. Matlock stated that they are requesting to waive the past due water bill. He stated that they have had a water leak in the past, but that it occurred before the smart meter was installed at their home. Mr. and Mrs. Cooper discussed their water usage and distributed a copy of their water bill and the findings from a Plumber. Mr. Cooper stated that their average bill is approximately $85.00 to $90.00 monthly; and that their water bill increased to $261, and in April increased to $458.00, and in May increased to $789.00.

City Manager Carrillo explained that the bill is cumulative and that staff takes the readings from the meter; question when the leak was actually fixed; meter was removed and tested and shows the usage and intermittent leak; meters take automatic readings; and that it is the council desire whether to waive the amount.

Mayor Chapa asked how much does the City pay for water, and Ms. Carrillo responded approximately to $2 to $3 million depending on usage.

Mr. Sam DeLeon, questioned how the meters are read, and also commented on a high water bill at his residence.

Ann Melton, stated that fire hydrants were tested for pressure, and suggested that the direction of the water flow be directed away from her property.

A discussion ensued on the bills on the usage being identical; waiving the extra fees, waive past due amounts, estimation of the bills, etc.

A motion was made by Council Member Scruggs to waive $803.51, seconded by Council Member Abrego, and the motion carried.

9.III. Consider and Act on awarding a contract to JJ Fox Construction for bids received to repair stormwater outfalls and associated repairs to 13th Street drainage.

City Manager Carrillo stated that this item relates to the 13th Street improvements and referred to an aerial showing the drainage and the collapse of lines. She added that a bid was received from JJ Fox Construction for $182,043 for drainage, and the City budgeted $135,000 from savings from the last bond issuance. She is expecting a revised addendum, and is requesting that the council approve the $182,043, and will come back with a revised lowered quote that will show items that city staff will take care. Ms. Carrillo added that it will include the Matlock Street intersection and will only include current issues.

A motion was made by Council Member Abrego to approve Item 9.III, a contract with JJ Fox in the amount of $182,043, seconded by Mayor Pro Tem Ellis, and the motion carried.

10. COMMUNITY ENRICHMENT:

There were no Community Enrichment items.

11. DEVELOPMENT SERVICES:

11.I. Consider and Act on issuance of Request for Proposals for the Fence at the Public Works department.

City Manager Carrillo stated that this is to build a privacy fence around the newly acquired 5 acres at the Public Works Service Center and is required as part of the Zoning Ordinance and will be a wood fence.

A motion was made by Council Member Abrego to approve Item 11.I, seconded by Mayor Pro Tem Ellis, and the motion carried.

12. FINANCE:

There were no Information Technology items.

13. INFORMATION TECHNOLOGY:

There were no Information Technology items.

14. PUBLIC SAFETY:

14.I. Police Department Stats for the month of May 2016.

Police Chief Blanchard provided a report on the statistics for the month of May 2016. He discussed the traffic stops, citations issued, violations cited, arrests, juvenile detentions, and code enforcement. In addition, he reported that in the month of May there were a total of three complaints, and all were internal, and 512 total training hours. Mr. Blanchard also discussed highlights for the month of April for the Patrol Division, CID Division, Training Division, EMC Division and the Animal Control Division

14.II. Consider and Act on awarding service agreement to Emergency Reporting Software for CAD Interface.

Fire Chief William Cox stated that this would enable the Fire department to increase efficiencies and effectiveness with the Fire department report. He added that the system would upload data directly into the ERS account. Mr. Cox stated that a correction needs to be made to the funding, instead of the Police Department – Drug Seizure Funds the funding source would come from Information Technology.

A motion was made by Mayor Pro Tem Ellis to approve Item 14.III, seconded by Council Member Abrego, and the motion carried.

15. EXECUTIVE SESSION:

The meeting was recessed into Executive Session at 9:50 pm under the provisions of Section 551, Texas Government Code to discuss the authority of:

a. Section 551.074 – Personnel Matters: City Manager.

The Council returned from executive session at 10:26 pm.

a. Section 551.071 – Personnel Matters: City Manager.

Mayor Chapa announced that no action would be taken.

16. ADJOURNMENT:

There being no further business to come before the Council, Mayor Chapa adjourned the meeting at 10:26 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 Regular Meeting of the Aransas Pass City Council was held on Monday, July 11, 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, and Council Members Vickie Abrego, Billy Ellis, and Carrie Scruggs were present; Council Member Phillip Hyatt 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. PRESENTATION/PROCLAMATIONS:

3.I. Update on July 4th Event

City Manager Carrillo provided an update and stated that the 4th of July event is one of the larger events the City hosts and stated that this year the city had a new parking plan flow; high number of attendees; mobile food vendors did well, and congratulated the staff for the time they volunteered at the event. She did inform the council that the city will need to work on a better traffic exit pattern for future years.

4. BOARD AND COMMISSION APPOINTMENTS:

There were no board appointments.

5. APPROVAL OF MINUTES:

a. Approval of Regular Meeting Minutes of May 16, 2016 and June 6, 2016.

A motion was made by Council Member Hyatt to approve Item 5a, seconded by Mayor Pro Tem Ellis, and the motion carried.

6. CITIZEN COMMENTS:

Mayor Chapa referred to Citizen Comments.

Quincy Cooper, 605 W. Matlock, commented that City employee, John Silvas in Meter Reading was doing a great job with reading his water usage consumption; and added that he did not receive the report for two days. Ms. Carrillo stated that instead of a daily report, and that Mr. Cooper should expect to receive the report on a weekly basis.

Cynthia Vasquez, 1003 W. Rhodes, presented the Council with a Certificate of Appreciation for the funds donated to Project Graduation and thanked them for their support.

Terry Orf, 300 E. Beasley, commented on the language on the agenda item regarding the disannexation, he stated that this is an industrial district area and if consideration is given for a fence to keep the subdivision intact.

Judi Miller, 1500 W. Matlock, asked when construction will begin on the contract awarded to JJ Fox Construction (13th Street).

Daniel Jimenez, 140 N. Arch, commented on the Sherwood Forest Area Zoning and stated that proper zoning notice was not provided, and type of zoning being proposed for council's approval.

Ann Melton, 1940 S. Commercial, spoke in opposition to the de-annexation of Redfish Bay Terminal due to traffic concerns.

Jay Masterson, 120 Misty Lane, spoke on the following matters: 1) thanked the Police Department for the assistance that they provide, 2) commented on development and growth of the City but has concerns with replatting, and 3) concerned with the new utility billing system.

Paula Stone, 201 W. Rhodes, thanked Mr. Allen Lawrence for the work he has done on the Library ordinance.

Steve Hall, 2186 Hwy. 35, spoke of the building next door to his business and stated that large items such as, broken toilets, hot tub, trailer, etc. are blocking his business and expressed concern that it will lower the value of his property.

Oscar Medina, Ebert Street, spoke in support of keeping Ebert Street on the Street Improvement list.

Jerry Wellman, 1869 S. Saunders, stated that residents who reside inside the city limits should have paved streets, drainage, and not a septic tank.

City Manager Carrillo informed the Council about the following matters: that the Police Department has hired a new Police Officer, Jeremy Gates; a Thank You letter received for the assistance provided to the Torch Awards; the Bond Rating increase to AA; the Regional Coalition on Domestic Violence is scheduled for July 19; and the Council Retreat is scheduled for Saturday, July 23, 2016.

7. CONSENT AGENDA:

Mayor Chapa referred to Consent Agenda Items 7.I through 7.II.

7.I Ordinance No. 2016-4153 of the City of Aransas Pass, Texas, amending sections of Chapter 16, "Library" of the Code of Ordinances of the City of Aransas Pass, providing a repealer clause and, providing an effective date.

7.II Ordinance No. 2016-4154, disannexing 18.52 acres of land from the City of Aransas Pass, Texas, as described in the attached Exhibit A; amending the Industrial District Agreement by and between the City and Redfish Bay Terminal, Inc. by adding the disannexed 18.52 acres to such Industrial District Agreement; and, providing an effective date.

A motion was made by Council Member Hyatt to approve Items 7.I and 7.II, seconded by Mayor Pro Tem Ellis, and the motion carried.

8. PUBLIC HEARINGS:

Mayor Chapa referred to the Public Hearing items.

8.I Public hearing on a Text Amendment to Section 15, Non-Conforming Uses by adding a Time Frame for Discontinued Non-Conforming Uses.

City Attorney Lawrence declared the public hearing open on the Text Amendment regarding Non-Conforming Uses and stated that the Planning and Zoning Commission recommend approval.

Miguel Saldana, Director of Development Services discussed the proposed changes in the ordinance and stated that the ordinance is modified to allow existing nonconforming owner occupied manufactured homes to be able to replace their manufactured homes, and proposed a twelve-month time limit for requiring an inspection for a non-conforming structure if it has been vacated; and the owners if gone for twelve months and the facility is in good condition and meets building code they can continue to use the non-conforming structure. He added that in the last section of the ordinance, an owner-occupied manufactured home can be replaced by the owner, and that the Planning and Zoning Commission is recommending to change to 7 years, and not the 10 years as it is shown on the ordinance.

Daniel Jimenez, 140 N. Arch, spoke in support of the text amendment.

City Attorney Lawrence declared the public hearing closed.

8.II. Consider and Act on Ordinance to amend Section 15, Non-Conforming Uses by adding a Time Frame for Discontinued Non-Conforming Uses; providing for a repealer clause and an effective date.

City Manager Carrillo stated that if the Council concurs with reference to the manufactured home timeframe be changed from 10 years to 7 years, the motion would need to reflect this change.

A motion was made by Council Member Abrego to approve Item 8.II, and to approve Section 150 by adding the timeframe from 10 years to 7 years, seconded by Mayor Pro Tem Ellis, and the motion carried.

8.III. Public hearing on a Text Amendment to Section 3, Subsection 100 to rename the “R-7B” District to Single-Family Dwelling District 7,000 sq. ft. and to Section 10, Subsection 200 – Schedule of Uses, by removing Manufactured Home as a use subject to a Conditional Use in the “R-7B” District.

City Attorney Lawrence declared the public hearing on the Text Amendment regarding removing Manufactured Home as a use subject to a condition use in the “R-7B” District.

Miguel Saldana, Director of Development Services stated that in 2014, the Planning and Zoning Commission recommended and the City Council approved an amendment removing manufactured home in all residential districts. He added that when the ordinance was approved and changed it removed manufactured homes from residential districts, except the “R-7B’ district remained as a use allowed subject to a conditional use permit.

The Planning and Zoning Commission requested that Staff bring the issue back to the commission for discussion, and in June 2016, the Planning and Zoning Commission

recommended that the manufactured home use be removed from the "R-7B" district. Mr. Saldana further stated that this would also require removal of manufacture Home from the nomenclature.
Council Member Hyatt asked if "R-7A is for Single Family Use, and Mr. Saldana responded in the affirmative; and Mr. Hyatt asked if "R-7B" is Single Family Use and Mobile Home, and Mr. Saldana responded in the affirmative, but that the Mobile Home is subject to approval of a conditional use permit.

Daniel Jimenez, 140 N. Arch, asked the Council to consider tabling this item and discussed he following matters: and asked if it would apply to the Sherwood Forest Area and how would it be enforced; use of mobile homes in the "R-7B" district; the definition allowing for mixed use; and non-conforming use.

Carol Salinas, discussed the action the Council passed in 2014 and read the motion that was approved by the city council.

There being no further comments, City Attorney Lawrence declared the public hearing closed.

8.IV. Consider and Act on Ordinance to amend Section 3, Subsection 100 to rename the "R-7B" District to Single-Family Dwelling District 7,000 sq. ft. and to Section 10, Subsection 200 – Schedule of Uses, by removing Manufactured Home as a use subject to a Conditional Use in the "R-7B" district; providing for a repealer clause, and an effective date.

A motion was made by Mayor Pro Tem Ellis to approve Item 8.IV, seconded by Council Member Hyatt, and the motion carried; Chapa voting "No".

8.V. Public hearing on a Text Amendment to Section 4, Subsection 112, LI – Light Industrial to amend the purpose of the Zoning District.

City Attorney Lawrence declared the public hearing open on the Text Amendment regarding the purpose of the "LI" Light Industrial district.

Miguel Saldana, Director of Development Services stated that currently the "LI" Light Industrial specifically states that all work will be performed inside the building. Mr. Saldana stated that certain businesses such as Welding Shops conduct most of their work outside, etc. He added that staff is recommending that changes to the purpose of the "LI" Light Industrial District allow work to be performed outside.

There being no further comments, City Attorney Lawrence declared the public hearing closed.

8.VI. Consider and Act on Ordinance to amend Section 4, Subsection 112, LI – Light Industrial District to amend the purpose of the Zoning District; providing for a repealer clause and an effective date.

A motion was made by Mayor Pro Tem Ellis to approve Item 8.VI, seconded by Council Member Abrego, and the motion carried.

8.VII. Public hearing on Zoning Case No. 0516-01: A request by City of Aransas Pass for a change of zoning from "AG" Agricultural District to "R-7B" Single-Family Dwelling District on Tract 1; "GB" General Business District" on Tract 2; and "LI" Light Industrial District on Tract 3, the area is generally located north of Marshall Street and State Highway 35 ByPass, west of North Avenue A and south of Robert Lane.

City Attorney Lawrence declared the public hearing open on Zoning Case No. 0516-01, regarding change of zoning in the area located north of Marshall Street and State Highway 35 Bypass.

Miguel Saldana, Director of Development Services stated that this zoning case is to change the zoning on the recently annexed Sherwood Forest area. He stated that on Tract 1, the original notices and public hearings were for the “”R-7B” district; but the Planning and Zoning Commission recommended the “MH” Manufactured Home on Tract 1, and directed staff to amend the “MH” “MH” district to allow on-site built homes. Mr. Saldana then referred to Tract 2 and stated that this area is the General Business district area and is mostly developed with commercial establishments and includes the Butter Churn and the Allen Samuels Autoplex, and stated that this area was never re-zoned and is currently zoned “AG” Agricultural District. He then referred to Tract 3, which is located northwest along the curve of SH 35 and west of the highway and includes a Welding Shop, and stated that staff is recommending it remain zoned as “LI” Light Industrial.

Mr. Saldana stated that the Planning and Zoning Commission unanimously recommend Manufactured Home District on Tract 1; General Business District on Tract 2; and Light Industrial District on Tract 3.

Daniel Jimenez, 140 N. Arch, spoke in opposition to this item, and distributed information regarding State law on written notice requirements; read requirements regarding final report; “R-7B” zoning; and requested that the Council table this item.

Jerry Wellman, asked if water and sewer would be provided in this area, if not the resident needs to pay for it; and not to issue any individual sewer systems in this area.

Tracy Yeary, 627 W. Johnson, expressed concerned with home values decreasing; and if manufactured homes were to be removed would it allow RVs in the area.

Roy Vasquez, 1003 W. Rhodes Avenue, stated that there are not many manufactured home areas and this is a good example of expanding manufactured homes, and he supports this item.

There being no further comments, City Attorney Lawrence declared the public hearing closed.

8.VIII. Consider and Act on Zoning Case No. 0516-01: A request by City of Aransas Pass for a Change of Zoning from “AG” Agricultural District to “MH” Manufactured Home District on Tract 1; “GB” General Business District on Tract 2; and “LI” Light Industrial District on Tract 3.

A motion was made by Mayor Pro Tem Ellis to approve Item 8.VIII, seconded by Council Member Hyatt, and the motion carried.

8.IX. ~~Public hearing on the following Plats: a. Plat No. 1607008-P05: Aransas Pass Townsite, Block 425, Lots 15R and 16R (Final – 0.386 acre); b. Plat No 1607009-P06: Wilke Estates, Block 1, Lots 1R and 5 (Final – 4.662 acres); c. Plat No. 1607010-P07: Aransas Pass Townsite, Block 262, Lots 14R, 15R and 16R (Final – 0.654 acre).~~

Miguel Saldana, Director of Development Services stated that Items 8.IX and 8.X were originally scheduled for July 18, 2016. No action was taken.

8.X. ~~Consider and Act on the following Plats: a. Plat No. 1607008-P05: Aransas Pass Townsite, Block 425, Lots 15R and 16R (Final – 0.386 acre); b. Plat No. 1607009-P06:~~

~~Wilke Estates, Block 1, Lots 1R and 5 (Final – 4.662 acres); c. Plat No. 1607010-P07: Aransas Pass Townsite, Block 262, Lots 14R, 15R and 16R (Final – 0.654 acres).~~

8.XI. Public hearing on a Conditional Use Permit for Kevin and Samantha Simon to operate a Bar, Lounge, or Tavern at 208 E. Wheeler Avenue (Item was tabled at the June 20, 2016 city council meeting).

A motion was made by Council Member Hyatt to remove Item 8.XI from the table, seconded by Council Member Abrego, and the motion carried.

City Attorney Lawrence declared the public hearing open on Item 8.XI regarding the Conditional Use Permit for Kevin and Samantha Simon.

Miguel Saldana, Director of Development Services stated that a question was raised by the Applicant regarding whether they would have to pave the required parking area. Mr. Saldana stated that the Planning and Zoning Commission reviewed and discussed the requirement and they have recommended the conditions set before the council, including that all required parking must be all weather surface, concrete or asphalt. He added that there is no specific requirement within the ordinance that all parking lots be paved and that this is a requirement being recommended by the Planning and Zoning Commission.

Samantha Simon, 719 Lantana, Corpus Christi, Texas stated they are concerned with the parking lot requirement. She added that they have researched under Texas Code and that all weather material is defined as crushed stone, crushed shell, asphalt or concrete, or other previous material that can anticipate the weight of a vehicle. Ms. Simon stated that they have contacted five companies, and were told that crushed shell has the ability to hold up to 2,000 pounds per square inch, as well as absorb up to 20% of the waterfall that comes from rain. Ms. Simon asked the Council to consider approving the permit for two to three years to allow them to open the business, and to qualify for a bank loan to help put in the proper drainage and pave the parking lot.

City Attorney Lawrence asked for clarification on the parking lot requirement, and Mr. Saldana replied the Planning and Zoning Commission recommended paving the parking with concrete or asphalt.

Mr. Guzman, 1124 S. Commercial, stated he owns the property in question. He stated that he owns 24 feet from his building to the easement, and from the easement to the street there is 37 feet and asked who will pave this area. He added that he is willing to pave the area that belongs to him.

Daniel Jimenez, 140 N. Arch, questioned the length of time for a Conditional Use Permit, and Mr. Lawrence responded that it was changed from two years to one year several years ago. Mr. Jimenez stated that perhaps consideration should be given to changing to two years.

There being no further comments, City Attorney Lawrence declared the public hearing closed.

8.XII. Consider and Act on the Conditional Use Permit for Kevin and Samantha Simon to operate a Bar, Lounge, or Tavern at 208 E. Wheeler Avenue.

A motion was made by Mayor Pro Tem Ellis to approve a Two-Year Conditional Use Permit and comply with all other conditions set forth, seconded by Council Member Hyatt, and the motion carried; Abrego abstained.

City Manager Carrillo clarified to the Council that the condition specifies that the all-weather surface must be installed prior to opening and that Condition No. 7 still remains.

A motion was made by Mayor Pro Tem Ellis to re-open discussions, seconded and the motion carried. City Attorney Lawrence stated that if the council concurs, the motion would need to be amended to give two-year conditional use permit with the stipulation that they have two years to pave or concrete the parking lot.

After further discussion, a motion to amend the motion was made by Council Member Hyatt, to approve the two-year Conditional Use Permit and, two years to comply with paving the parking lot, seconded by Mayor Pro Tem Ellis, and the motion carried.

8.XIII. Public hearing on demolition of the following properties in accordance with the City Code of Ordinances, Chapter 5, Building and Construction, Section 5.72, Minimum Standards for Buildings.

City Attorney Lawrence declared the public hearings open for the demolition of the six properties listed below:

~~1 Located at 653 W. Matlock described as Lot 30, Block 350, Aransas Pass Townsite, Property ID 59662.~~

Dale Wells, Building Official stated that he is requesting that Item 8.XIII(1) be tabled until the next meeting. He stated that they have recently found another owner that was not on the original notice and has not been properly notified.

2 Located at 405 N. 12th Street, described as Lots 7 and 8, Block 208, Aransas Pass Townsite, Property ID 51002.

Dale Wells, Building Official stated that Item 8.XIII(2) is located at 405 N. 12th Street and has a substandard structure which is a garage and is open. He added that the house was demolished but not the garage. Mr. Wells further added that proper notice was given and no responses were received.

3 Located at 959 S. Whitney, described as Lot 8, Block 424, Aransas Pass Townsite, Property ID 36132.

Dale Wells, Building Official stated that Item 8.XIII(3) is located at 959 S. Whitney, and that the building is open, ceiling are falling down, has mold and is in bad condition. He added that the property has been inspected, notification was sent, and a title search was conducted. Mr. Wells further added that proper notice was given and no responses were received.

4 ~~Located at 545 S. 13th Street, Lot 6, Block 748, Aransas Pass Townsite, Property ID 71289.~~

Dale Wells, Building Official stated that Item 8.XIII(4) is located at 545 S. 13th Street, and that half of the building is falling down and in very bad shape. Mr. Wells further added that proper notice was given and no responses were received. Council Member Abrego stated that the owner had passed away and that she had a family relative. City Attorney Lawrence advised that based on this new information that this item be held pending notification to heir.

5 Located at 1126 N. McCampbell, described as Lot 1, Block 212, Burton and Danforth, Property ID 49682.

Dale Wells, Building Official stated that Item 8.XIII(5) is located at 1126 N. McCampbell and that the building has two structures that are both dilapidated. Mr. Wells stated that notice was given and no responses were received.

6 Located at 336 N. 11th, described as Lot 13, Block 209, Aransas Pass Townsite, Property ID 51090.

Dale Wells, Building Official stated that Item 8.XIII(6) is located at 336 N. 11th Street and that the structure has broken doors and windows, and that the roof and porch have collapsed, and people tend to be staying at the property at night. He stated that proper notice was given.
There being no further comments, City Attorney Lawrence declared the public hearings closed.

8.XIV. Consider and Act on demolition of the following properties in accordance with the City Code of Ordinances, Chapter 5, Building and Construction, Section 5-72, Minimum Standards for Buildings:

City Attorney Lawrence recommended that the Council proceed with the demolition of Items 8.XIII(2, 3, 5, and 6).

2 Located at 405 N. 12th Street, described as Lots 7 and 8, Block 208, Aransas Pass Townsite, Property ID 51002.

A motion was made by Council Member Abrego to approve Item 8.XIII(2), seconded by Council Member Hyatt, and the motion carried.

3 Located at 959 S. Whitney, described as Lot 8, Block 424, Aransas Pass Townsite, Property ID 36132.

A motion was made by Council Member Abrego to approve Item 8.XIII(3), seconded by Council Member Hyatt, and the motion carried.

5 Located at 1126 N. McCampbell, described as Lot 1, Block 212, Burton and Danforth, Property ID 49682.

A motion was made by Council Member Abrego to approve Item 8.XIII(5), seconded by Council Member Hyatt, and the motion carried.

6 Located at 336 N. 11th Street, described as Lot 13, Block 209, Aransas Pass Townsite, Property ID 51090.

A motion was made by Council Member Abrego to approve Item 8.XIII(6), seconded by Council Member Hyatt, and the motion carried.

9. CITY MANAGER:

9.I. Consider and Act on Purchasing Advertising from Site Selector Magazine.

City Manager Carrillo stated that this is for an advertisement in the National Site Selectors Magazine to market Conn Brown Harbor and other commercial corridors and will utilize 2016-2017 HOT funds. Ms. Carrillo added that it will be a two phased approach: one in the early Fall Guide and the late Spring Guide and are geared to national tourism sites. She stated that it would be an encumberance in the amount of $22,450 from the FY2016-17 HOT funds.

In response to a question from Council Member Scruggs, Ms. Carrillo responded that they are monthly ads to subscribers and trade shows and would reach approximately 15,000 over the two advertisements.

Mayor Chapa asked how does the City currently advertise, and Ms. Carrillo responded that we rely on the AP Chamber of Commerce.

A motion was made by Council Member Abrego to approve Item 9.I, and seconded by Mayor Pro Tem Ellis, and the motion carried.

9.II. Consider and Act on Regulation of Food Establishments.

City Manager Carrillo stated that this item is aligning mobile food and roadside vendors with San Patricio County, and other housekeeping changes, including the education requirement, new inspection forms, cleanup of Chapter 228, and additional food manager language.

A motion was made by Mayor Pro Tem Ellis to approve Item 9.II, seconded by Council Member Abrego, and the motion carried.

9.III. Consider and Act on Change Order No. 1 for Community Park Improvements.

City Manager Carrillo stated that this item is for approval of Change Order No. 1 to the Skate Park. She added that council previously approved the slab, and this is for the addition of a concrete apron to transition from the Parking Lot to the Skate Park.

Mayor Chapa asked if netting was included, and Ms. Carrillo responded that it did not include the netting.

A motion was made by Council Member Abrego to approve Item 9.III, seconded by Mayor Pro Tem Ellis, and the motion carried.

9.IV. Consider and Act on Emergency Infrastructure Repairs with JJ Fox Construction.

City Manager Carrillo stated that during the last rain event, there were infiltration and collapses, in need of repairs. She stated that work performed on a pipe collapsed that caused sink holes at the dead end on North Houston Street totaled $26,100; the project cost for a manhole on Greenwood and Rife, total cost in repairs was $22,500, and project cost for a manhole on Gile and North Commercial total cost in repairs was $41,000, for a grand total of $89,600. Ms. Carrillo stated that the work at North Houston and Greenwood have already been completed.

A motion was made by Council Member Abrego to approve Item 9.IV, seconded by Mayor Pro Tem Ellis, and the motion carried.

9.V. Update on Council Retreat.

City Manager Carrillo stated that she had previously provided two dates for a Council Retreat, and that she is recommending to hold a Council Retreat on July 16 and plans to discuss Street Survey, Rehabilitation, Storm Water Plan, Budget Process, the impact of the Charter Amendment, Bond Rating, and Tax Rate. There was a consensus to hold a Council Workshop on July 16, 2016, from 7:00 am to 11:00 am.

10. COMMUNITY ENRICHMENT:

There were no Community Enrichment items.

11. DEVELOPMENT SERVICES:

11.I. Consider and Act on approving Change Order No. 2 for the FM 2725 Waterline Project.

City Manager Carrillo stated that that item is for approval of Change Order No. 2 with Bridges Specialties in the amount of $26,262.50 and relates to existing connections on the old waterline owned by the City that were not identified on the original plans to a 12 inch waterline.

A motion was made by Council Member Abrego to approve Item 11.I, seconded by Mayor Pro Tem Ellis, and the motion carried.

12. FINANCE:

There were no Information Technology items.

13. INFORMATION TECHNOLOGY:

There were no Information Technology items.

14. PUBLIC SAFETY:

14.I. Consider and Act on approving the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Aransas Pass and DRC Emergency Services for debris removal.

Lynn Pearce, Police Department stated that this item is for renewal of the Cooperative Agreement for debris removal. He added that DRC will be called for removal of heavy debris throughout the city after a major disaster.

A motion was made by Council Member Abrego to approve Item 14.I, seconded by Mayor Pro Tem Ellis, and the motion carried.

14.II. Consider and Act on allowing the Police Chief to enter into an agreement with Brazos/Tayler Technologies for the purpose of 8 new Android ticket writers.

David Perkins, Police Department stated that the currently system is antiquated, and are requesting approval to update with Tyler Technologies and upgrade to a better system and purchase 8 ticket writers, and will include a five year warranty, along with accessories, and will be funded from the Federal Drug Fund.

A motion was made by Council Member Hyatt to approve Item 14.II, seconded by Council Member Abrego, and the motion carried.

15. EXECUTIVE SESSION:

There were no Executive Session items.

16. ADJOURNMENT:

There being no further business to come before the Council, Mayor Chapa adjourned the meeting at 9:24 pm.

Adan Chapa	Mary Juarez
Mayor	City Secretary

Approved on: _____

CSJ: 0916-28-067
District #: CRP 16
Code Chart 64#: 01550
Project: Aransas Pass Shared Use Path
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
State-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and City of Aransas Pass ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as Aransas Pass Shared Use Path ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114365 ("**MO**") dated September 24, 2015 awarding funding for projects in the 2015 TAP Program Call of the Corpus Christi MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated May 1, 2015, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

1.1. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

1.2. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("**FPAA**") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("**SLOA**") for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

a. By mutual written consent and agreement of all parties;

b. By any party with 90 days written notice; or

c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.

b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

c. Local Government withdraws from participation in Project.

d. State determines that federal funding may be lost due to Project not being implemented and completed.

e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: constructing a 10-foot-wide shared use path using 6" reinforced concrete from the City Library to the high school, a distance of approximately 7,400 LF. The path will cross Wheeler Avenue at an existing crosswalk to access the library and proceed down Lamont Street to an existing crosswalk at SH 90, then proceed down Yoakum Avenue, Saunders Street, Goodnight Street, 13th Street and Nelson Avenue to the high school. In addition to standard construction activities, this project includes construction of ADA compliant ramps at all street crossings as outlined in the 2015 TAP nomination package.

4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.

5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time.

Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.

7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("**TAS**") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("**ADA**").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("**AASHTO**") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

9.3. When architectural and engineering services are provided by or through State, then the following applies:

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

10.1. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.

10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Project Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.

12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("**FPAA**"), or other federal documents.

12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.

12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.

12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the

federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

12.13. State will not pay interest on any funds provided by Local Government.

12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

12.16. If Local government is an Economically Disadvantaged County ("**EDC**") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager	Director of Contract Services
City of Aransas Pass	Texas Department of Transportation
600 W. Cleveland Blvd	125 E. 11th Street
Aransas Pass, TX 78336	Austin, TX 78701-2483

13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("**DOT**")as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

24.1. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

24.2. Local Government shall adopt, in its totality, State's federally approved DBE program.

24.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

24.4. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the

requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and

cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("**FFATA**") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

28.2. Local Government agrees that it shall:

a. Obtain and provide to State a System for Award Management ("**SAM**") number (Federal Acquisition Regulation ("**FAR**") Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/

b. Obtain and provide to State a Data Universal Numbering System ("**DUNS**") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

c. Report the total compensation and names of its top five executives to State if:

1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

29.2. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.

29.3. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Aransas Pass

Date: _____ By: _____
Sylvia Carrillo
City Manager

THE STATE OF TEXAS

Date: _____ By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

CSJ: 0916-28-067
District #: CRP 16
Code Chart 64#: 01550
Project: Aransas Pass Shared Use Path
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2015 – 756

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION FOR THE PURPOSE OF PROVIDING SAFE ROUTES TO SCHOOLS FROM THE ED & HAZEL RICHMOND LIBRARY TO ARANSAS PASS HIGH SCHOOL AND TO AUTHORIZE THE CITY'S FUNDING OF THE PROJECT – A TOTAL OF APPROXIMATELY $300,000.

WHEREAS, the Texas Department of Transportation has notified the public of a funding opportunity for a Transportation Alternative Program Grant; and

WHEREAS, the program was designed to help urban areas construct Alternative Transportation Projects that enhance mobility, such as pedestrian/bike ways; and

WHEREAS, the City desires to participate in the Texas Department of Transportation Alternative Program (TAP) by authorizing the City Manager to sign a grant application seeking approval to receive funding to be used for the construction of pedestrian/bike ways connecting the Ed & Hazel Richmond Library, located on Wheeler Avenue, proceeding down Fremont Street to an existing crossing of SH90, then proceeding down Yoakum Avenue, Saunders Street, Goodnight Street, 13th Street and Nelson Avenue to end at Aransas Pass High School.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS:

SECTION 1: That the City is authorized to make a grant application with the Texas Department of Transportation and the City Manager, is and is hereby authorized to sign said application requesting funds for construction of the above described pathway.

SECTION 2: That the City of Aransas Pass, Texas supports funding this project as described in the TAP 2015 Nomination Form (including the construction budget, the department's [TxDOT] 15% administrative costs, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

SECTION 3: That the City of Aransas Pass, Texas is willing and able to enter into an agreement with the department [TxDOT] by resolution or ordinance should the project receive TAP funding.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Special Council Session on this the **1st day of May, 2015.**

ATTEST:

Yvonne Stonebraker
YVONNE STONEBRAKER, CITY SECRETARY

Vickie Abrego
VICKIE ABREGO, MAYOR PRO TEMPORE

DRAFT

CSJ: 0916-28-067
District #: CRP 16
Code Chart 64#: 01550
Project: Aransas Pass Shared Use Path
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ: 0916-28-067
District #: CRP 16
Code Chart 64#: 01550
Project: Aransas Pass Shared Use Path
CFDA Title: Highway Planning /Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C

PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / (State) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$0	0%	$0	0%	$0	0%	$0
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction	$0	0%	$0	0%	$0	0%	$0
In-kind donation Value (Add to Total Project Cost - 20% Maximum value)	$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal	**$0**		**$0**		**$0**		**$0**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction[2]	$756,343	80%	$605,074	0%	$0	20%	$151,269
Work by State Subtotal	**$756,343**		**$605,074**		**$0**		**$151,269**

CSJ: 0916-28-067
District #: CRP 16
Code Chart 64#: 01550
Project: Aransas Pass Shared Use Path
CFDA Title: Highway Planning /Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$17,018.00	80%	$13,614.40	0%	$0	20%	$3,403.60
Environmental Cost[1]	$11,345.00	80%	$9,076.00	0%	$0	20%	$2,269.00
Right of Way[1]	$3,403.00	80%	$2,722.40	0%	$0	20%	$680.60
Utilities[1]	$2,269.00	80%	$1,815.20	0%	$0	20%	$453.80
Construction[2]	$79,416.00	80%	$63,532.80	0%	$0	20%	$15,883.20
Direct State Costs Subtotal	$113,451.00	80%	$90,760.80	0%	$0	20%	$22,690.20
Indirect State Costs	$55,493.00		$0		$55,493		$0
TOTAL PARTICIPATION	$925,287.00		$695,834.80		$55,493		$173,959.20
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$173,959.20**

The estimated total participation by Local Government is $173,959.20, plus 100% of overruns.

Total estimated payment by Local Government to State is $173,959.20.

[1]Local Government's first payment of $6,807 is due to State within 30 days from execution of this contract.

[2] Local Government's second payment of $167,152.20 is due to State within 60 days prior to the Construction contract being advertised for bids.

[3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are $695,834.80.

RESOLUTION NO. 2016-786

A RESOLUTION APPROVING THE "ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT" BY AND BETWEEN THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF ARANSAS PASS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Aransas Pass (City) previously submitted to the State of Texas a nomination form for consideration under the Transportation Alternatives Program for the project briefly described as Aransas Pass Shared use Path (Project); and,

WHEREAS, City approved entering in to the agreement by resolution No. 2015-756, dated May 1, 2015; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 114365 dated September 24, 2015, awarding funding for various project including this project; and,

WHEREAS, the funding agreement, with all its terms and conditions, has been submitted for approval and execution by City;

NOW, THEREFORE, the attached "Advance Funding Agreement for a Transportation Alternatives Program Project" is hereby accepted and approved and the City Manager of the City is hereby authorized to sign and enter into such agreement on behalf of City.

PASSED AND APPROVED this the 15th day of August, 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 August 15, 2016

Date: August 3, 2016

To: Mayor and Council

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

Title: Street Assessment Lien

PURPOSE:

Consider and Act on request from John Edward Young to waive the penalty and interest for property located at Lot 11, Block 296, So. 7th Street.

BACKGROUND AND FINDINGS:

Mr. John Edward Young inherited the property from his mother (Eva Young) and would like to sell the property. The property has a street assessment lien of approximately $550 from 1994, but with penalty and interest it totals to $8,500.

ALTERNATIVES:

Not to waive the penalty and interest.

OTHER CONSIDERATIONS:

N/A

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 3, 2016

To: Mayor and Council

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

Title: Weed Lot Lien

PURPOSE:

Consider and Act on request from John Edward Young to waive the penalty and interest for property located at Lots 9-10, Block 559, 227 N. Arch.

BACKGROUND AND FINDINGS:

Mr. John Edward Young inherited the property from his mother (Eva Young). The property has a Weed Lot Lien filed in January, 2010 for $285.00 and with penalty and interest is over $500. Mr. Young is requesting consideration to waive the penalty and interest and he will pay the original lien of $285.00

ALTERNATIVES:

Not to waive the penalty and interest.

OTHER CONSIDERATIONS:

N/A

ATTACHMENT:

Notice of Weed Lot Lien

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

2 PGS 597607
WEED LOT LIEN

NOTICE OF WEED LOT LIEN
BY THE CITY OF ARANSAS PASS

Pursuant to Chapter 342, Texas Health and Safety Code, and Chapter 14, Article II, of the Code of Ordinances of the City of Aransas Pass, Texas, the undersigned City Manager of Aransas Pass, Texas, files this statement of expenditures incurred by the City of Aransas Pass, Texas, pursuant to said Chapter 14, Article II, of the Code of Ordinances of the City of Aransas Pass, Texas on behalf of the owner in the amount, on this date, and in connection with the following property located in San Patricio County, Texas all described as follows:

BILLING DATE January 8, 2010
DESCRIPTION: Lot(s) 9 & 10, Block 559, 227 N. Arch, Aransas Pass, TX 78336
OWNER(S): Eva Young

AMOUNT: $285.00

By filing this Notice, the City of Aransas Pass, Texas, hereby asserts a privileged lien upon the above property, second only to tax liens and liens for street improvements to secure the above expenditure and interest at the rate of ten percent (10%) per annum from the date of payment which is the date of filing of this Notice and statement.

SIGNED at Aransas Pass, Texas, this 8th day of January, A. D., 2010.

CITY OF ARANSAS PASS, TEXAS

By: Reggie Winters
Reggie Winters City Manager

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Reggie Winter, City Manager of the City of Aransas Pass, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Aransas Pass, Texas, a Municipal Corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January A.D., 2010
SEAL

YVONNE STONEBRAKER
Notary Public
State of Texas
My Comm. Exp. 04/12/2011

Yvonne Stonebraker
Notary Public, State of Texas

Printed name of Notary: Yvonne Stonebraker

My commission expires: 04/12/2011

City of Aransas Pass
PO Box 2000
Aransas Pass, TX 78335

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Gracie Alaniz-Gonzales

Gracie Alaniz-Gonzales, County Clerk
San Patricio Texas
February 10, 2010 11:05:09 AM
FEE: $16.00
WEED LOT LIEN

597607

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 4, 2016

To: Mayor and Council

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

Title: Request for HOT Funds

PURPOSE:

Consider and Act on request from Spirit of Aransas Pass for HOT Funds in the amount of $10,000 for the 1st Annual Bacon Fest scheduled for October 22 – 23, 2016.

BACKGROUND AND FINDINGS:

This is the first annual event for Bacon Fest and will be held at Redfish Bay Boathouse, 322, Huff Street. The festival will feature vendors of all types, bacon dishes prepared by local amateur cooks as well as area restaurant chefs. The proceeds to benefit the Aransas Pass Fire and Police departments.

ALTERNATIVES:

Do not fund the request.

BAROU FEST
SPIRIT OF ARANSAS PASS

HOTEL OCCUPANCY TAX USE GUIDELINES
UNDER TEXAS STATE LAW AND FUNDING APPLICATION FORM

State Law: By law of the State of Texas, the Counties of San Patricio, Aransas and Nueces collects a Hotel Occupancy Tax (HOT) from hotels, motels, bed & breakfasts and inns. Under state law, the revenue from the HOT may be used only to directly promote tourism and the convention and hotel industry. **Chapter 352 of the Tax Code states that the use of HOT funds is limited to:**

1) **Convention Centers and Visitor Information Centers:** The acquisition of sites for the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities or information centers, or both;

2) **Registration of Convention Delegates:** The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

3) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

4) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** That the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

5) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;

6) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the counties;

7) **Certain Portions of Sporting Facilities:** Expense for a certain percentage of a facilities patrons that are directly contributing to increased local hotel activity;

8) **Shuttle Services for Convention Activities:** Shuttle services for an event is an eligible expense provided the shuttle services begins or terminates at a local hotel facility.

Supplemental Information To Include With Application: Along with the application, if available, please submit the following:

__✓__ Proposed Marketing Plan for Funded Event

__✓__ Schedule of Activities or Events Relating to the Funded Project

Submit To: City of Aransas Pass
Attn: City Secretary
P O Box 2000 / 600 W. Cleveland Blvd.,
Aransas Pass, TX 78335-2000
Off. - (361)758-5301 Fax – (361)758-4854

HOTEL OCCUPANCY TAX USE GUIDELINES
UNDER TEXAS STATE LAW AND RUNNING APPLICATION FORM

State Law: By law of the State of Texas, the Counties of San Patricio, Aransas and Nueces collects a Hotel Occupancy Tax (HOT) from hotel, motel, bed & breakfasts and more. Under state law, the revenue from the HOT may be used only to directly promote tourism and the convention and hotel industry. Chapter 352 of the Tax Code states that the use of HOT funds is limited to:

1) Convention Centers and Visitor Information Centers. The acquisition of sites for the construction, improvement, enlarging, furnishing, equipping, operation and maintenance of convention centers, visitor information centers or both;

2) Promotion of the convention industry. The furnishing of facilities, personnel and materials for the registration of convention delegates or registrants;

3) Advertising, solicitations and promotions that directly promote Tourism and the Hotel and Convention Industry. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

4) Promotion of the Arts that directly promote Tourism and the Hotel and Convention Industry. This the encouragement, promotion, improvement and application of the arts, including architectural and cultural music, dance, theatre, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, or exhibition of these major art forms;

5) Historical Restoration and Preservation Activities that directly promote Tourism and the Hotel and Convention Industry. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage artists and convention delegates to visit preserved or restored historic sites or museums;

6) Sporting Event Expenses that substantially increase Economic Activity at Hotels. Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase occupancy in hotels in local and nearby within the counties;

7) Certain Expenditures of Sporting Facilities. Expenses for a convention promotion of a facility or facilities that are directly connected to tourism in the convention and hotel industry;

8) Tourist Venues for Convention Attendees. Tourist services for an area in an amount provided the tourist services are connected to convention and hotel industry.

Supplemental information to include With Application: Along with the application, if available, please submit the following:

_____ Proposed Marketing Plan for Upcoming Year

_____ Schedule of Accomplishments of Events Marketing in Previous Year

Submit To: City of Aransas Pass
Attn: City Secretary
P.O. Box 1000 / 600 W. Cleveland Blvd.
Aransas Pass, TX 78336-1000
Off.: (361) 758-5101 Fax: (361) 758-5115

Percentage of Hotel Tax Support of Related Costs

40% Note Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Note Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

10% Note Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event POLICE

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____

Check Which Categories Apply to Funding Request and Amount Requested Under Each Category:

1. Convention Center or Visitor Information Center: _____

_____

2. Registration of Convention Delegates: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants: _____

_____

3. Advertising, Solicitations, Promotional Programs to Attract Tourists and Convention Delegates or Registrants to the County: _____

_____

4. Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and crafts arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms:

_____

5. Historical Restoration and Preservation Projects or Activities or Advertising and Conducting Solicitation and Promotional Programs to Encourage Tourists and Convention Delegates to Visit Preserved Historic Sites or Museums: _____

_____

Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the county: _____

_____

Sporting Related Event Funding:

If the event is a sporting related function/facility: How many individuals are expected to participate?

COOKING COMPETITION

If the event is a sporting related function/facility: How many of the participants are expected to be from another city or county? 400+

_____

If the event is a sporting related function/facility: Quantify how the funded activity will substantially increase economic activity at hotel and motels within the city or its vicinity?

PEOPLE FROM THE SURROUNDING AREA TO PARTICIPATE.

Percentage of hotel tax support provided by Overnight Guests

_____ Percentage of Total Room Costs Covered by Hotel Occupancy Tax

_____ Total Expenses of Total Facility Costs Covered by Hotel Occupancy Tax for the Fiscal Year

_____ Percentage of Total Costs Covered by Hotel Occupancy Tax for the Fiscal Year

If and/or are covered, estimate percentage of time staff is actually on the tourism event(s) as opposed to other activity _____

Check which "categories" apply to funding requests, and estimate amount requested under each category:

1. Convention Center or Visitor Information Center _____

2. Registration of Convention delegates; building or facility cost, personnel, and materials for the registration of convention delegates or reporters _____

3. Advertising, Broadcasting, Promotional Programs to Attract Tourists and Convention Delegates to Settlement or the County _____

4. Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry; promotion, production, and application of the arts including historical and local music, dance, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, film and sound recording, and other activities related to the presentation, performance, execution, and exhibition of these major art forms _____

5. Historical Restoration and Preservation Projects or Activities or Activities and Conducting Educational and Promotional Programs to Encourage Tourists and Convention Delegates to View Preservation Historic Sites or Museums _____

6. Expenses for funding promotional expenses, directly related to a sporting event within the meaning of Chapter 351 that results in substantial increase economic activity in hotels and motels within the county _____

Sporting Event Information

Is the event a sporting event sanctioned by a nationally recognized sports governing body? _____

Is the event a sporting event that is nationally or regionally known and has been or is reasonably expected to be broadcast, televised, or otherwise disseminated to a regional or national audience? _____

Is the event a sporting event that is expected to substantially increase economic activity at hotels and motels within the city or county? _____

Questions for All Funding Requests:

How many years have you held this Event or Project: INAUGURAL

Expected attendance: 500 - 1000

How many people attending the Event or Project will use City of Aransas Pass hotels, motels, or bed & breakfasts? 125

How many nights will they stay? 1 OR 2

Do you reserve room block for this event at an area hotel and if so, for how many rooms and at which hotels: No

Please list all other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

City	Month/Year Held	Assistance Amt	Number of Hotel Rooms Used

How will you measure the impact of your event on area hotel activity?

Please list other organization, government entities and grants that have offered financial support to your project:

Please check all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Paid Advertising ✓ Newspaper ✓ Radio ✓ TV ✓

Press Releases to Media ✓ Direct Mailing to out-of-town recipients

Other

What areas does your advertising and promotion reach: SAN ANTONIO, VICTORIA CORPUS CHRIST

What number of individuals will your proposed marketing reach that are located in another city or county?

1,000,000

(If a permanent facility (e.g. museum, visitor center)

Expected Attendance Monthly/Annually: Please note percentage of those in Attendance that are Staying at Area Hotels/Lodging Facilities:

Questions for All Funding Requesters:

How many years have you held this Event or Project: _____

Expected attendance: _____

How many people attending the Event or Project will use City of Angels Pass hotels, motels or bed & breakfasts? _____

How many nights will they stay? _____

Do you have no room block for this event at an area hotel and if so, for how many rooms and at which hotel? _____

Please list all other years prior to the last three years that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms booked:

City	Month/Year Held	Assistance Amt	Number of Hotel Rooms Booked

How will you measure the impact of your event on area hotel activity? _____

Please list other organizations, government agencies and grants you have offered financial support to your project: _____

Please check all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Print Advertising _____ Newspaper _____ Radio _____ TV _____

Press Releases to Media _____ Direct mailing to out-of-town residents _____

Other _____

Why does does your advertising and promotion reach _____

What number of individuals will your proposed marketing reach that are located in another city or county? _____

If a permanent facility (e.g. museum, visitor center)

Expected Annual Attendance/Visitation: _____ Please note percentage of those in Attendance that are staying at one of our hotels/Lodging Facilities: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 19 2015

SPIRIT OF ARANSAS PASS
322 HUFF STREET
ARANSAS PASS, TX 78336-5619

Employer Identification Number:
46-3104622
DLN:
26053479001185
Contact Person:
DANIEL RENNER ID# 31697
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 8, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: [illegible]

SOCIETY OF WOMANAS [illegible]
[illegible] STREET
ANYTOWN USA, NY 7[illegible]-[illegible]

Employer Identification Number:
[illegible]
LOAN:
[illegible]
Contact Person:
[illegible]
Contact Telephone Number:
(513) 829-[illegible]
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-PF Required:
Yes
Contributions Deductible:
Yes
Addendum Applies:
No

TAX EXEMPT

Dear Applicant:

We are pleased to tell you we determined you are exempt from Federal income tax under Internal Revenue Code (IRC) section 501(c)(3). Donors can deduct contributions they make to you under IRC section 170. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC section 501(c)(3) are further classified as either public charities or private foundations. We determine you are a public charity under the IRC section indicated at the top of this letter.

If we classified you as a charity, you need not file Form 1023 to maintain your exempt status. Instead, you generally must file a Form 990 or Form 990-EZ or electronic notice (Form 990-N) if your gross receipts are normally $25,000 or less. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an important part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search box to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and filing requirements.

SPIRIT OF ARANSAS PASS

Sincerely,

Director, Exempt Organizations

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 12, 2016

To: Mayor and Council

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

Title: Rules of Decorum

PURPOSE:

Currently, the City Charter states that the Council will determine their own rules of procedure. It is common in most local governments to adopt Rules of Decorum and Robert's Rules of Order. Robert's Rules of Order dictates the rules of parliamentary procedure that local governments need to conduct productive and efficient meetings, which also include the making of motions, the voting process and the conduct of public meetings.

ALTERNATIVES:

To adopt or not adopt these rules

EMERGENCY/NON-EMERGENCY:

N/A

LIST OF SUPPORTING DOCUMENTS:

Rules of Decorum

City of Aransas Pass – Rules of Decorum for Public Meetings

The City Council meets on the 1st and 3rd Monday of every month at 7:00 pm at City Hall – Council Chambers, 600 W. Cleveland, Aransas Pass, Texas.

The City Charter, Article III, Section 11 - Rules of Procedure, states that the Council shall determine its own rules of procedure. The City of Aransas Pass hereby adopts "Roberts Rules of Order, 11th Edition, to govern the basic order of meetings and additionally adopts the following "Rules of Decorum".

The purpose of the Rules of Decorum are to: 1) to ensure that meetings of the City Council are conducted in a way that allows the business of the City to be effectively conducted, 2) to ensure that members of the public who attend meetings of the City Council can be heard in a fair, impartial and respectful manner, and 3) to ensure that meetings of the City Council are conducted in a way that is open to all viewpoints, yet free from distracting and intimidating behavior.

City Council, city staff and members of the audience shall be courteous, polite and respectful of one another, so that the City Council may hear all sides of an issue and by due deliberation act in the best interest of all citizens.

The Mayor, as Presiding officer, has the primary responsibility for ensuring that the council's rules of procedure are followed and for maintaining the dignity of council meetings.

Rules for Speakers

1. Members of the public may address the City Council at the following times during a meeting:
   - During the citizens comment period.
   - During a public hearing on an agenda item.
2. Speakers must limit their comments to three limits.
3. All comments shall be addressed to the Mayor and City Council and not to the council members as individuals.
4. Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff to follow up, or placed on a future agenda for council consideration.

Rules for Members of the Public

While in the meeting room during a city council meeting, members of the public shall not engage in any of the following:

1. Shouting, unruly behavior, distracting side conversations, or speaking out when another person is talking.
2. Defamation, intimidation, personal affronts, profanity, or threats of violence.

3. Audible use of phones or other electronic equipment.
4. Booing, hissing, foot stomping, parading, or other similar behavior that impedes or disrupts the orderly conduct of meetings.

Enforcement of Rules

The Rules of Decorum will be enforced in the following manner:

1. The Presiding Officer will request that a person who is violating a rule cease the violation.
2. If the violation continues, the Presiding Officer will warn the person that he or she will be required to leave the meeting room if the violation continues.
3. If the violation continues, the Presiding Officer will order the person to leave the meeting room.
4. If the person does not leave the meeting room, the Presiding Officer may order any peace officer at the meeting to remove the person from the meeting room.

2016 Property Tax Rates in City of Aransas Pass

This notice concerns the 2016 property tax rates for City of Aransas Pass. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per $100 of property value.

Last year's tax rate:	
Last year's operating taxes	$1,826,634
Last year's debt taxes	$1,789,734
Last year's total taxes	$3,616,368
Last year's tax base	$531,542,109
Last year's total tax rate	$0.680354/$100
This year's effective tax rate:	
Last year's adjusted taxes (after subtracting taxes on lost property)	$3,611,649
÷ This year's adjusted tax base (after subtracting value of new property)	$524,449,489
=This year's effective tax rate	$0.688655/$100
(Maximum rate unless unit publishes notices and holds hearings.)	
This year's rollback tax rate:	
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	$1,822,112
÷ This year's adjusted tax base	$524,449,489
=This year's effective operating rate	$0.347433/$100
x 1.08=this year's maximum operating rate	$0.375227/$100
+ This year's debt rate	$0.336537/$100
= This year's total rollback rate	$0.711764/$100

Statement of Increase/Decrease

If City of Aransas Pass adopts a 2016 tax rate equal to the effective tax rate of $0.688655 per $100 of value, taxes would increase compared to 2015 taxes by $23,582.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
	0
	0

Schedule B - 2016 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Governmental Activities	1,778,799	0	0	1,778,799
	0	0	0	0

Total required for 2016 debt service	$1,778,799
- Amount (if any) paid from Schedule A	$0
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2016	$1,778,799
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2016	$0
= Total debt levy	$1,778,799

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at .

Name of person preparing this notice:

Title:

Date Prepared: 08/02/2016

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF ARANSAS PASS

A tax rate of $0.688655 per $100 valuation has been proposed by the governing body of City of Aransas Pass.

PROPOSED TAX RATE	$0.688655 per $100
PRECEDING YEAR'S TAX RATE	$0.680354 per $100
EFFECTIVE TAX RATE	$0.688655 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Aransas Pass from the same properties in both the 2015 tax year and the 2016 tax year.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Dalia Sanchez
San Patricio County Assesor-Collector
400 W. Sinton Street, Room 144, Sinton TX 78387
361.364.9373
http://www.co.san-patricio.tx.us

RECEIVED
JUL 20 2016
By

To the City Council of the City of Aransas Pass, Texas,

I, Thomas Dutton, on behalf of the Majority of the Citizens in the annexed area of Ordinance 2016-4136 demand a response or vote to remove us from the City of Aransas Pass, Texas within 60 days of our petition as outlined in TEXAS SEC. 43.141. (DISANNEXATION FOR FAILURE TO PROVIDE SERVICES).

We feel this disannexation is necessary because of the failure of the City of Aransas Pass to provide services, Pursuant to Texas Sec. 43.065 (A), Sec. 43.056 (B, B-2, B-3, B-4, B-6), Sec. 43.056 (C), Sec. 43.056 (E), Sec. 43.056 (F-2, F-3), Sec. 43.056 (J), Sec. 43.056 (K), Sec. 43.056 (M-1), Sec. 43.056 (N-1, N-2), Sec. 43.002 (1).

My legal team and I have spent the past 6 months preparing for a cause of action in District Court. I, Thomas Dutton, am more then willing to bring such a case against the City of Aransas Pass. The City of Aransas Pass must by law do its fair share in providing Full Municipal Services. This was to be put into a Full Service Plan (a binding Contract) by December 7th, 2015 as required by Texas Law. Texas Law is very clear as what is to be in the Full Service Plan (see attached State Law). This Standard required by Texas Law was not met.

Such a case in District Court will lay the burden of proof on the City that a Full Service Plan was provided by December 7th, 2015 as outlined in TX Chapter 43 Subchapter C-1 SEC. 43.065 (B) and performed such in good faith.

My legal team and I have found this is not the case with Ordinance 2016-4136. We (the annexed citizens) have only 2 years from January 5th, 2016 by law to protest with a petition and a Cause of Action due to that no Full Service Plan was provided as outlined in State Law by December 7th, 2015.

Even under a Subchapter C-1 Annexation, Full Municipal Services are REQUIRED and to be put into a Full Services Plan as a binding contract.

The City must provide Full Municipal Services as outlined in: TX SEC. 43.0565.

SEC. 43.065 which is under Subchapter C-1 requires SEC. 43.056 (B) – (O) from the 3 year annexation to be followed. This was not followed by your City Manager. This will be shown in District court in her actions and in her own words.

SUBCHAPTER C-1. ANNEXATION PROCEDURE FOR AREAS EXEMPTED FROM MUNICIPAL ANNEXATION PLAN

Sec. 43.061. APPLICABILITY. This subchapter applies to an area proposed for annexation that is **not required** to be included in a **municipal annexation plan** under Section 43.052.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

Sec. 43.062. PROCEDURES APPLICABLE.

(a) Sections 43.051, 43.054, 43.0545, 43.055, 43.0565, 43.0567, and 43.057 apply to the annexation of an area to which this subchapter applies.

Sec. 43.065. PROVISION OF SERVICES TO ANNEXED AREA.

(a) **Before the publication of the notice of the first hearing** required under Section

43.063, the **governing body** of the municipality proposing the annexation **shall direct its planning department** or other appropriate municipal department **to prepare a service plan that provides for the extension of full municipal services to the area to be annexed.** The municipality shall provide the services by any of the methods by which it extends the services to any other area of the municipality.

(b) **Sections 43.056(b)-(o) apply to the annexation of an area to which this subchapter applies.**

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

The December 7th Annexation Hearing recording will be played for the District Court Judge, and shows that the City Manager did not perform her obligations in accordance with a Full Service Plan. She also did not perform in good faith, and mislead citizens on the City of Rockport intentions.

Transcript Timeline:

19 mins	**City Manager states "some point you will get sewer"**
20 mins	**City Manager states "Annexation is necessary to protect citizens from City of Rockport"**
21 mins	**City Manager states "5 to 10 years for sewer"**
34 mins	**City Manager states "Rockport is threatening to annex the area"**
35 mins	**City Manager states "sewer will not be provided and citizens are not paying fair share....fire, police, ems.... City pays cost of services"**
37 mins	**City Manager states "City only has to provide services of like lands in city to annexed area..... Same like areas in the city do not have full services"**
75 mins	**City Manager states "City trash service will be mandatory and less then $20 a month"**
90 mins	**City Manager states for a 3rd time "Rockport is threatening and it is for your protection, and citizens are not paying their fair share"**
95 mins	**City Manager states for 4th time "Rockport is threatening and it is for your protection, and citizens are not paying their fair share"**
106 mins	**City Managers states and admits "city has to provide full services in 2 ½ years"**

The City Managers own words show a lack of understanding of Annexation Law, a contempt for Citizens, and a lack of truthfulness which will be shown to a District Judge.

Her timeline for sewer service changed 5 times. This in itself is proof that no full service plan exists. I have attached 2 open records requests asking for the full service plan. The City of Aransas Pass responded once with the partial service plan that the City Manager was trying to pass off as a Full Service Plan. The second response from the City of Aransas Pass admits no Full Service Plan exists.

TX SEC. 43.056 (M) only applies if topography and population constitutes providing different levels of service. Her statement shows she DID know about TX SEC. 43.063 (B) but only applied it to not provide services. The fact is our area doesn't fit this standard and can not be used as such. The City Manager is not above the law and will have to explain her selective memory to a District Judge.

TX SEC. 43.056 (L) requires service equal or superior to that in the City. The City Manager chose to pretend this was not in TX Subchapter C-1 Law, which it is.

Since December 7th the City Manager has told local news more then once that the City Wastewater Treatment Plant has been at full capacity for some time. Texas Annexation is clear that full services are to be in place within the Municipalities boundary before annexing additional areas. This includes Sewer, Roads, Water, and Street Lights. These statements make it clear that the City Manager WAS NOT AND STILL CAN NOT provide full services to the Citizens of Ordinance 2016-4136 in the 2 ½ years as required in a Full Service Plan.

The City Managers claims of protection from the City of Rockport shows a lack of understanding of ETJ Law and a lack research on the City of Rockport. The Rockport City Minutes from January 20th, 2015 clearly show that Rockport has had no desire to come past HWY 35 BUS/188/1069. Expansion to this area was done to protect Rockport from land grabs by Aransas Pass. The City by the Sea fiasco screams from between the lines in the Rockport minutes. Rockport as a City can not annex over another city's limit or within 1 mile of the other City's boundary. This is backed up by an email from the Rockport City Manager. Making such statements during a hearing "4 times" is incompetence on the City Managers part and embarrassing for the Citizens of Aransas Pass.

Her claim that we are not doing our fair share shows contempt for Citizens and a lack of understanding of who pays taxes. My Open Records Request for "Emergency Core Fund" shows non city citizens have paid the county, which then paid the City of Aransas Pass $22,194.01 in 2012, $22,860.92 in 2013, $23,094.24 in 2014. These funds came from the county and not City Citizens. The idea that we did not pay taxes for the San Patricio Sheriff or pay for ambulance service is laughable at best. The City Manager needs to do her job of providing Full Services to City Citizens first and then look at Annexation. My research shows many City Citizens without Water, Sewer, Paved Roads and Street Lights still to this day. A detailed list of these disenfranchised Citizens will be provided to District Court.

The City Managers statement of mandatory City Trash is a blatant violation of TX SEC. 43.056 (N). This policy has been proven accurate as City Hall has also been informing Citizens that call in with complaints that City Trash is mandatory.

Sec. 43.065. PROVISION OF SERVICES TO ANNEXED AREA

(n) Before the second anniversary of the date an area is included within the corporate boundaries of a municipality by annexation, the municipality may not:

(1) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or

(2) impose a fee for solid waste management services on a person who continues to use the services of a privately owned solid waste management service provider.

This is only a portion of the violations that the City of Aransas Pass will have to defend.

I hope each City Council Member understands the seriousness of this petition. A no vote or no action for 2 months will open the door for a cause of action in District Court, and I will push for an order of Disannexation for 10 years, attorney fees, and petition costs. This will also open the flood gates for any other annexed areas of Aransas Pass to file for Disannexation.

I ask the City of Aransas Pass Council Members to remove us as the petition demands and State Law requires.

Please by all means look at starting over if the City can provide full services to each Citizen inside the City. Then look at annexation of areas outside the City, if you have the means to provide Full Services as outlined by Texas State Law.

Thank you for your time.

Thomas Dutton

LOCAL GOVERNMENT CODE

TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT

SUBTITLE C. MUNICIPAL BOUNDARIES AND ANNEXATION

CHAPTER 43. MUNICIPAL ANNEXATION

Sec. 43.002. CONTINUATION OF LAND USE.

(a) **A municipality may not, after annexing an area, prohibit a person from:**

(1) **continuing to use land in** the area in the manner in which the land was being used on the date the annexation proceedings were instituted if the land use was legal at that time; or

(2) **beginning to use land in the area** in the manner that was planned for the land before the 90th day before the effective date of the annexation if:

(A) one or more licenses, certificates, permits, approvals, or other forms of authorization by a governmental entity were required by law for the planned land use; and

(B) a completed application for the initial authorization was filed with the governmental entity before the date the annexation proceedings were instituted.

(b) For purposes of this section, a completed application is filed if the application includes all documents and other information designated as required by the governmental entity in a written notice to the applicant.

(c) **This section does not prohibit a municipality from imposing:**

(1) **a regulation** relating to the location of **sexually oriented businesses**, as that term is defined by Section 243.002;

(2) a municipal ordinance, regulation, or other requirement affecting colonias, as that term is defined by Section 2306.581, Government Code;

(3) a regulation relating to preventing imminent destruction of property or injury to persons;

(4) a regulation relating to **public nuisances**;

(5) a regulation relating to **flood control**;

(6) a regulation relating to the **storage and use of hazardous substances**; or

(7) a regulation relating to the **sale and use of fireworks.**

(8) Expired.

(d) A regulation relating to the **discharge of firearms** or other weapons is subject to the restrictions in Section 229.002.

SUBCHAPTER C-1. ANNEXATION PROCEDURE FOR AREAS EXEMPTED FROM MUNICIPAL ANNEXATION PLAN

Sec. 43.061. APPLICABILITY. This subchapter applies to an area proposed for annexation that is **not required** to be included in a **municipal annexation plan** under Section 43.052.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

Sec. 43.062. PROCEDURES APPLICABLE.

(a) Sections 43.051, 43.054, 43.0545, 43.055, 43.0565, 43.0567, and 43.057 apply to the annexation of an area to which this subchapter applies.

(b) This subsection applies only to an area described by Section 43.052(h)(1). **Before the 30th day before the date of the first hearing required under Section 43.063**, a municipality **shall give written notice of its intent to annex the area to**:

(1) **each property owner** in an area proposed for annexation, as indicated by the appraisal records furnished by the appraisal district for each county in which the area is located;

(2) **each public entity**, as defined by Section 43.053, or private entity that provides services in the area proposed for annexation; and

(3) **each railroad company** that serves the municipality and is on the municipality's tax roll if the company's right-of-way is in the area proposed for annexation.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

Sec. 43.063. ANNEXATION HEARING REQUIREMENTS. (a) Before a municipality may institute annexation proceedings, the governing body of the municipality must conduct two public hearings at which persons interested in the annexation are given the opportunity to be heard. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the institution of the proceedings.

(b) **At least one of the hearings must be held in the area proposed for annexation if** a suitable site is reasonably available and **more than 10 percent of the adults** who are permanent residents of the area **file a written protest** of the annexation with the secretary of the municipality within 10 days after the date of the publication of the notice required by this section. The protest must state the name, address, and age of each protester who signs.

(c) The municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing. The notice for each hearing must be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing. The municipality must give additional notice by certified mail to each railroad company that serves the municipality and is on the municipality's tax roll if the company's right-of-way is in the area proposed for annexation.

Sec. 43.064. PERIOD FOR COMPLETION OF ANNEXATION; EFFECTIVE DATE.

(a) The annexation of an area must be completed within 90 days after the date the governing body institutes the annexation proceedings or those proceedings are void. Any period during which the municipality is restrained or enjoined by a court from annexing the area is not included in computing the 90-day period.

(b)Notwithstanding any provision of a municipal charter to the contrary, the governing body of a municipality with a population of 1.6 million or more may provide that an annexation take effect on any date within 90 days after the date of the adoption of the ordinance providing for the annexation.

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

Sec. 43.065. PROVISION OF SERVICES TO ANNEXED AREA.

(a) **Before the publication of the notice of the first hearing** required under Section

43.063, the **governing body** of the municipality proposing the annexation **shall direct its planning department** or other appropriate municipal department **to prepare a service plan that provides for the extension of full municipal services to the area to be annexed.** The municipality shall provide the services by any of the methods by which it extends the services to any other area of the municipality.

(b) **Sections 43.056(b)-(o) apply to the annexation of an area to which this subchapter applies.**

Added by Acts 1999, 76th Leg., ch. 1167, Sec. 9, eff. Sept. 1, 1999.

Sec. 43.056. PROVISION OF SERVICES TO ANNEXED AREA.

(a) Before the first day of the 10th month after the month in which the inventory is prepared as provided by Section 43.053, the municipality proposing the annexation shall complete a service plan that provides for the extension of full municipal services to the area to be annexed. The **municipality shall provide the services by any of the methods by which it extends the services to any other area of the municipality.**

(b) The service plan, which must be completed in the period provided by Subsection (a) before the annexation, must include a program under which the municipality will provide **full municipal services in the annexed area no later than 2-1/2 years after the effective date of the annexation**, in accordance with Subsection (e), unless certain services cannot reasonably be provided within that period and the municipality proposes a schedule for providing those services, and must include a list of all services required by this section to be provided under the plan. If the municipality proposes a schedule to extend the period for providing certain services, the schedule must provide for the provision of full municipal services no later than 4-1/2 years after the effective date of the annexation. However, under the program if the municipality provides any of the following services within the corporate boundaries of the municipality before annexation, the municipality must provide those services in the area proposed for annexation on the effective date of the annexation of the area:

(1) **police protection**;

(2) **fire protection**;

(3) **emergency medical services**;

(4) **solid waste collection, except as provided by Subsection (o)**;

(5) **operation and maintenance of water and wastewater facilities in the annexed area** that are not within the service area of another water or wastewater utility;

(6) **operation and maintenance of roads and streets**, including road and street lighting;

(7) operation and maintenance of parks, playgrounds, and swimming pools; and

(8) operation and maintenance of any other publicly owned facility, building, or service.

(c) For purposes of this section, **"full municipal services" means services provided by the annexing municipality within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.**

(d) A municipality with a population of 1.5 million or more may provide all or part of the municipal services required under the service plan by contracting with service providers. If the municipality owns a water and wastewater utility, the municipality shall, subject to this section, extend water and wastewater service to any annexed area not within the service area of another water or wastewater utility. If the municipality annexes territory included within the boundaries of a municipal utility district or a water control and improvement district, the municipality shall comply with applicable state law relating to annexation of territory within a municipal utility district or a water control and improvement district. The service plan shall summarize the service extension policies of the municipal water and wastewater utility.

(e) The **service plan must also include** a program under which the municipality will initiate after the effective date of the annexation the **acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area.** The construction shall be substantially completed within the period provided in the service plan. The service plan may be amended to extend the period for construction if the construction is proceeding with all deliberate speed. The acquisition or construction of the facilities shall be accomplished by purchase, lease, or other contract or by the municipality succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law. The construction of the facilities shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. However, the municipality does not violate this subsection if the construction process is interrupted for any reason by circumstances beyond the direct control of the municipality. The requirement that construction of capital improvements must be substantially completed within the period provided in the service plan does not apply to a development project or proposed development project within an annexed area if the annexation of the area was initiated by petition or request of the owners of land in the annexed area and the municipality and the landowners have subsequently agreed in writing that the development project within that area, because of its size or projected manner of development by the developer, is not reasonably expected to be completed within that period.

(f) **A service plan may not:**

(1) require the creation of another political subdivision;

(2) **require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 unless otherwise agreed to by the landowner;**

(3) **provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation;**

(4) provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the area before annexation; or

(5) cause a reduction in fire and police protection and emergency medical services within the area to be annexed below that of areas within the corporate boundaries of the municipality with similar topography, land use, and population density.

(g) If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area. If the annexed area had a level of services, infrastructure, and infrastructure maintenance equal to the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service plan must maintain that same level of services, infrastructure, and infrastructure maintenance. Except as provided by this subsection, if the annexed area had a level of services superior to the level of services provided within the corporate boundaries of the municipality before annexation, a service plan must provide the annexed area with a level of services that is comparable to the level of services available in other parts of the municipality with topography, land use, and

population density similar to those reasonably contemplated or projected in the area. If the annexed area had a level of services for operating and maintaining the infrastructure of the area, including the facilities described by Subsections (b)(5)-(8), superior to the level of services provided within the corporate boundaries of the municipality before annexation, a service plan must provide for the operation and maintenance of the infrastructure of the annexed area at a level of services that is equal or superior to that level of services.

(h) A municipality with a population of 1.6 million or more may not impose a fee in the annexed area, over and above ad valorem taxes and fees imposed within the corporate boundaries of the municipality before annexation, to maintain the level of services that existed in the area before annexation. This subsection does not prohibit the municipality from imposing a fee for a service in the area annexed if the same fee is imposed within the corporate boundaries of the municipality before annexation.

(i) If only a part of the area to be annexed is actually annexed, the governing body shall direct the department to prepare a revised service plan for that part.

(j) **The proposed service plan must be made available for public inspection and explained to the inhabitants of the area at the public hearings held under Section 43.0561.** The plan may be amended through negotiation at the hearings, but the provision of any service may not be deleted. On completion of the public hearings, the service plan shall be attached to the ordinance annexing the area and approved as part of the ordinance.

(k) **On approval by the governing body, the service plan is a contractual obligation** that is not subject to amendment or repeal except that if the governing body determines at the public hearings required by this subsection that changed conditions or subsequent occurrences make the service plan unworkable or obsolete, the governing body may amend the service plan to conform to the changed conditions or subsequent occurrences. An amended service plan must provide for services that are comparable to or better than those established in the service plan before amendment. Before any amendment is adopted, the governing body must provide an opportunity for interested persons to be heard at public hearings called and held in the manner provided by Section 43.0561.

(1) **A service plan is valid for 10 years.** Renewal of the service plan is at the discretion of the municipality. A person residing or owning land in an annexed area in a municipality with a population of 1.6 million or more may enforce a service plan by petitioning the municipality for a change in policy or procedures to ensure compliance with the service plan. If the municipality fails to take action with regard to the petition, the petitioner may request arbitration of the dispute under Section 43.0565. **A person residing or owning land in an annexed area** in a municipality with a population of **less than 1.6 million** may enforce a service plan by **applying for a writ of mandamus** not later than the **second anniversary** of the date the person knew or should have known that the municipality was not complying with the service plan. If a **writ of mandamus is applied for**, the municipality has the burden of proving that the services have been provided in accordance with the service plan in question. If **a court** issues a writ under this subsection, the court:

(1) must **provide the municipality the option of disannexing** the area within a reasonable period specified by the court;

(2) may require the municipality to **comply with the service plan** in question before a reasonable date specified by the court if the municipality does not disannex the area within the period prescribed by the court under Subdivision (1);

(3) may require the municipality to **refund to the landowners of the annexed area money collected by the municipality** from those landowners for services to the area that were not provided;

(4) may assess a **civil penalty against the municipality**, to be paid to the state in an amount as justice may require, for the period in which the municipality is not in compliance with the service plan;

(5) may require the **parties to participate in mediation**; and

(6) may require the municipality to **pay the person's costs and reasonable attorney's fees** in bringing the action for the writ.

(m) This section does not require that a uniform level of full municipal services be provided to each area of the municipality if different characteristics of topography, land use, and population density constitute a sufficient basis for providing different levels of service. Any disputes regarding the level of services provided under this subsection are resolved in the same manner provided by Subsection (l). **Nothing in this subsection modifies the requirement under Subsection (g) for a service plan to provide a level of services in an annexed area that is equal or superior to the level of services provided within the corporate boundaries** of the municipality before annexation. To the extent of any conflict between this subsection and Subsection (g), Subsection (g) prevails.

(n) **Before the second anniversary** of the date an area is included within the corporate boundaries of a municipality by annexation, **the municipality may not**:

(1) **prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or**

(2) **impose a fee for solid waste management services on a person who continues to use the services of a privately owned solid waste management service provider.**

(o) **A municipality is not required to provide solid waste collection services under Subsection (b) to a person who continues to use the services of a privately owned solid waste management service provider as provided by Subsection (n).**

SUBCHAPTER G. DISANNEXATION

Sec. 43.141. DISANNEXATION FOR FAILURE TO PROVIDE SERVICES.

(a) A **majority of the qualified voters of an annexed area may petition** the governing body of the **municipality to disannex** the area if the **municipality fails or refuses to provide services or to cause services** to be provided to the area **within the period specified by Section 43.056** or by the service plan prepared for the area under that section.

(b) **If the governing body fails or refuses to disannex the area within 60 days** after the date of the receipt of the petition, any one or more of the signers of the **petition may bring a cause of action in a district court of the county in which the area is principally located** to request that the area be disannexed. On the filing of an answer by the governing body, and on application of either party, the case shall be advanced and heard without further delay in accordance with the Texas Rules of Civil Procedure. **The district court shall enter an order disannexing the area** if the court finds that a valid petition was filed with the municipality and that **the municipality failed to perform its obligations** in accordance with the **service plan or failed to perform in good faith.**

(c) If the area is disannexed under this section, it may not be annexed again within 10 years after the date of the disannexation.

(d) The petition for disannexation must:

(1) be written;

(2) request the disannexation;

(3) be signed in ink or indelible pencil by the appropriate voters;

(4) be signed by each voter as that person's name appears on the most recent official list of registered voters;

(5) contain a note made by each voter stating the person's residence address and the precinct number and voter registration number that appear on the person's voter registration certificate;

(6) describe the area to be disannexed and have a plat or other likeness of the area attached; and

(7) be presented to the secretary of the municipality.

(e) The signatures to the petition need not be appended to one paper.

(f) Before the petition is circulated among the voters, notice of the petition must be given by posting a copy of the petition for 10 days in three public places in the annexed area and by publishing a copy of the petition once in a newspaper of general circulation serving the area before the 15th day before the date the petition is first circulated. Proof of the posting and publication must be made by attaching to the petition presented to the secretary:

(1) the sworn affidavit of any voter who signed the petition, stating the places and dates of the posting; and

(2) the sworn affidavit of the publisher of the newspaper in which the notice was published, stating the name of the newspaper and the issue and date of publication.

Sec. 43.906. VOTING RIGHTS AFTER ANNEXATION.

(a) In connection with an annexation or proposed annexation, a municipality shall apply for preclearance under Section 5, Voting Rights Act of 1965 (42 U.S.C. Section 1973c), of any voting change resulting from the annexation or proposed annexation from the United States Department of Justice on the earliest date permitted under federal law.

(b) Notwithstanding Section 276.006, Election Code, a **municipality that annexes an area may not prevent a qualified voter residing in the area from voting in a regularly scheduled municipal election for any reason** if the municipality has obtained preclearance of the voting change from the United States Department of Justice.

Secretary.

DISANNEXATION PETITION

Texas Sec. 43.141 - Disannexation for Failure to Provide Services

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

Pursuant to Texas Sec. 43 Subchapter C-1, City Manager Silvia C. Arispe and City Council of Aransas Pass, Texas have violated Texas Sec. 43.065 (A), Sec. 43.056 (B, B-2, B-3, B-4, B-6), Sec. 43.056 (C), Sec. 43.056 (E), Sec. 43.056 (F-2, F-3), Sec. 43.056 (J), Sec. 43.056 (K), Sec. 43.056 (M-1), Sec. 43.056 (N-1; N-2), Sec. 43.002 (1).

Under Texas Sec. 43.141 - Disannexation for Failure to Provide Services, A majority of qualified voters of the annexed area of ORDINANCE 2016-4136 in Aransas Pass, Texas, request City Council to hold Disannexation Proceedings within 60 days of Petition receipt by the City Secretary to remove the included described territory in ORDINANCE 2016-4136.

Violation Descriptions:

TX Sec. 43.065 (A) Full Service Plan was to be prepared before Dec 7th, 2015. Subchapter C-1 only exempts a City from Municipal Annexation Plan but not a Full Service Plan. **A Municipal Annexation Plan is not a Full Service Plan as the City Manager claimed.**

TX Sec. 43.056 (B) Municipality must provide full services in annexed area no later then 2 ½ years after annexation date as stated in Full Service Plan. **A Full Service Plan is a binding contract between the City and the annexation area Citizens.**

TX Sec. 43.056 (B-2) Fire Protection must be provided on effective date of Annexation. City of Aransas Pass has had a Fire Service not to be confused with fire protection for the past 3 years. This has been due to a lack of fire staff to comply with OSHA 2 in 2 out. **No Fire Dept or fire protection is available in Aransas Pass until a surrounding City arrives on scene to comply with OSHA 2 in 2 out.**

TX Sec. 43.056 (B-3) Emergency Medical Services must be provided on effective date of Annexation. City of Aransas Pass has no full time EMS Company stationed in Aransas Pass. **Tri County EMS is based and stationed in another City and is not a 24/7 staffed EMS Company.**

TX Sec. 43.056 (B-4) & (O) Municipality must offer but not require Solid Waste Collection. Sec. (O) states Citizens may not be required to use City Solid Waste services. **City of Aransas Pass distributed Trash cans without notifying Citizens of their rights to refuse.**

TX Sec. 43.056 (B-6) Municipality must upgrade roads/streets and lights to meet City Code, Such upgrades would be outlined in the Full Service Plan contract. **City of Aransas Pass has no Full Service Plan.**

TX Sec. 43.056 (C) "Full municipal services" means services provided by the annexing municipality within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service. **City of Aransas Pass has no Full Service Plan to provide full municipal services.**

TX Sec. 43.056 (E) Full Service Plan must include acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area. **City of Aransas Pass has no Full Service Plan.**

TX Sec. 43.056 (F-2) Municipality may not require a land owner in the area to fund capital improvements necessary to provide municipal services in a manor inconsistent with Chapter 395 unless otherwise agreed to by the landowner. **City of Aransas Pass has no Full Service Plan and has stated the City only has to come within 1 mile of landowners. Landowners would have to pay to extend services.**

TX Sec. 43.056 (F-3) Municipality may not provide services in the area in a manner that would have the effect of reducing by more then a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation. **City of Aransas Pass has no Fire Dept or EMS service to offer the annexation area that would not reduce service levels to the citizens of Aransas Pass.**

TX Sec. 43.056 (J) Full Service Plan must be made available for public inspection and explained to the inhabitants of the area at the public hearings held under Section 43.0561. **City of Aransas Pass has no Full Service Plan.**

TX Sec. 43.056 (K) On approval by the governing body, the Full Service Plan is a contractual obligation. **City of Aransas Pass has no Full Service Plan.**

TX Sec. 43.056 (M-1) Municipality must provide a level of services in an annexed area that is equal or superior to the level of services provided within the corporate boundaries. **City of Aransas Pass has no Full Service Plan or plans to provide all services to all Citizens.**

TX Sec. 43.056 (N-1)(N-2) Municipality may not before the 2nd anniversary prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or impose a fee for solid waste management service on a person who continues to use the services of a privately owned solid waste management service provider. **City of Aransas Pass distributed Trash cans without notifying Citizens of their rights to refuse.**

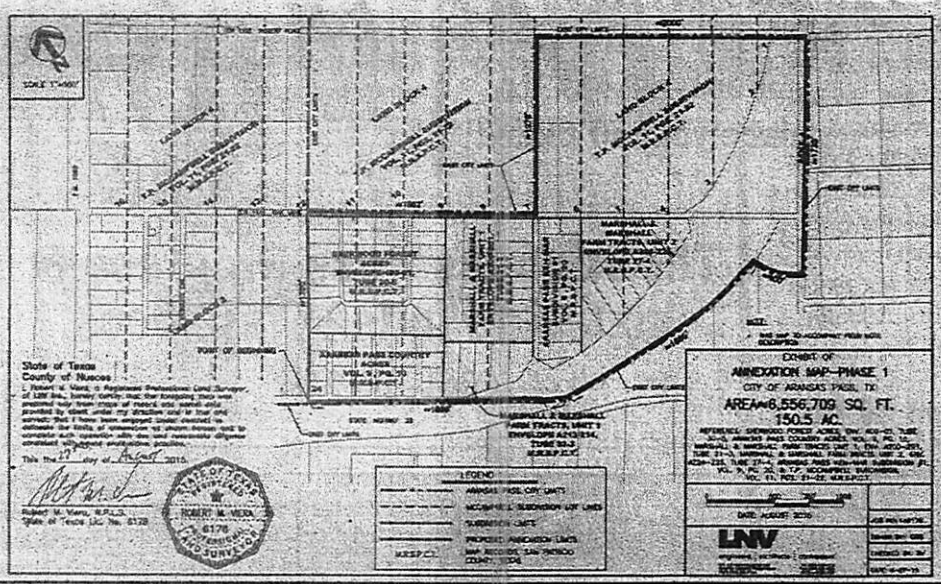
CLASSIFIEDS

Online at www.AransasPassProgress.com & www.TheInglesideIndex.com

word above 20 • **Legal Line Ads:** 35¢ per word • **Payment:** Pre-payment required on line ads

services provided within the corporate boundaries. **City of Aransas Pass has no Full Service Plan or plans to provide all services to all Citizens.**

TX Sec. 43.056 (N-1)(N-2) Municipality may not before the 2nd anniversary prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or impose a fee for solid waste management service on a person who continues to use the services of a privately owned solid waste management service provider. **City of Aransas Pass distributed Trash cans without notifying Citizens of their rights to refuse.**



SELL IT FAST
IN THE CLASSIFIEDS

Hello Mary,

As I promised you, below is a guideline to the Texas Disannexation Law and Petition requirements. I understand this is the first time for this in Aransas Pass and please feel free in contacting me with any questions.

I request that one of the five copies be given to each City Council Member.

I also request that this petition be put on the agenda before the 2 month deadline.

Texas Disannexation Petition Law

Case of City of Hitchcock V. Longmire, 572 S.W.2d 122 (Tex. App.—Houston [1st Dist.] 1978, writ ref'd n.r.e.) concluded that initiative and referendum under home rule charter are not implicated by TX Sec. 43.142 and may not be used to disannex property from a city.

Texas Disannexation Petition falls outside a Initiative or Referendum Petitions outlined in the City of Aransas Pass Charter.

Disannexation Petition also falls outside of the City Charter of (Petition of Land Owners for Annexation).

City of Aransas Pass has no Charter Articles on a Disannexation Petitions.

City has ONLY 60 days from City Secretary's receipt of petition to respond.

Petition only needs a majority of Qualified Voters of the annexed area and not the City as a whole.

Voter Rolls provided by Pam Hill from Sinton are attached and are the guideline of who are Qualified Voters.

No Petition Committee is required for a disannexation petition.

No Legal description of annexed area is required on the Petition but was referenced by City of Aransas Pass Ordnance 2016-4136 and a Map when required.

City of Aransas Pass has no formal Disannexation petition form.

Pam Hills email to us both is attached which references that not all voters on the provided rolls are inside the city. Texas Law requires them to be inside the annexed area of Ordinance 2016-4136 to be counted toward voters of the annexed area.

Voter rolls show only 10 roads inside the annexed area. CO RD 1838, CO RD 4773, Benoit, Gena, Payne, Oak Lane, Ownes, Sherwood, 35 Bypass, Denipat.

Oak lane has 3 voters who live past the 2400 block and are not counted.

35 Bypass has 15 voters who live in Southern Oaks RV park and are not counted.

35 Bypass has 6 voters who the rolls show live at 2020 35 Bypass. That address does not exist. After investigating the 6 people it was found they live in Aransas County not San Patricio. I have attached the voter rolls from Aransas County showing they live at 2020 TX-35 BUS not 2020 35 Bypass. Pam Hill has been informed of the Voter Roll error and is working to remove them. These 6 people were not counted.

Qualified Voters as outlined in TX Sec. 43.141 (A) for Ordinance 2016-4136 is as follows:

CO RD 1838	**6 Voters**
CO RD 4773	**5 Voters**
Benoit RD	**9 Voters**
Gena RD	**19 Voters**
Payne RD	**14 Voters**
Oak Lane	**24 Voters**
Owens RD	**8 Voters**
Sherwood Forest	**27 Voters**
35 Bypass	**2 Voters**
Denipat RD	**7 Voters**

Total Qualified Voters of Ordinance 2016-4136 is 121 Voters making 61 signatures needed for a majority of the qualified voters as outlined in TX Sec. 43.141.

Affidavits for the newpaper and the three posting requirements are attached.

Notice in the Progress was ran on 03/23/2016. 17 days before the Petition was circulated.

Notice in 3 public places inside the annexed area were posted from 03/28/2016 to 04/09/2016. 12 days before the Petition was circulated.

SUBCHAPTER G. DISANNEXATION

TX Sec. 43.141. DISANNEXATION FOR FAILURE TO PROVIDE SERVICES.

(a) A **majority of the qualified voters of an annexed area may petition** the governing body of the **municipality to disannex** the area if the **municipality fails or refuses to provide services or to cause services** to be provided to the area **within the period specified by Section 43.056** or by the service plan prepared for the area under that section.

(b) **If the governing body fails or refuses to disannex the area within 60 days** after the date of the receipt of the petition, any one or more of the signers of the **petition may bring a cause of action in a district court of the county in which the area is principally located** to request that the area be disannexed. On the filing of an answer by the governing body, and on application of either party, the case shall be advanced and heard without further delay in accordance with the Texas Rules of Civil Procedure. **The district court shall enter an order disannexing the area** if the court finds that a valid petition was filed with the municipality and that **the municipality failed to perform its obligations** in accordance with the **service plan or failed to perform in good faith.**

(d) The petition for disannexation must:

(1) be written;

(2) request the disannexation;

(3) be signed in ink or indelible pencil by the appropriate voters;

(4) be signed by each voter as that person's name appears on the most recent official list of registered voters;

(5) contain a note made by each voter stating the person's residence address and the precinct number and voter registration number that appear on the person's voter registration certificate;

(6) describe the area to be disannexed and have a plat or other likeness of the area attached; and

(7) be presented to the secretary of the municipality.

(e) The signatures to the petition need not be appended to one paper.

(f) Before the petition is circulated among the voters, notice of the petition must be given by posting a copy of the petition for 10 days in three public places in the annexed area and by publishing a copy of the petition once in a newspaper of general circulation serving the area before the 15th day before the date the petition is first circulated. Proof of the posting and publication must be made by attaching to the petition presented to the secretary:

(1) the sworn affidavit of any voter who signed the petition, stating the places and dates of the posting; and

(2) the sworn affidavit of the publisher of the newspaper in which the notice was published, stating the name of the newspaper and the issue and date of publication.

TX Sec. 43.056. PROVISION OF SERVICES TO ANNEXED AREA.

(1) **A service plan is valid for 10 years.** Renewal of the service plan is at the discretion of the municipality. A person residing or owning land in an annexed area in a municipality with a population of 1.6 million or more may enforce a service plan by petitioning the municipality for a change in policy or procedures to ensure compliance with the service plan. If the municipality fails to take action with regard to the petition, the petitioner may request arbitration of the dispute under Section 43.0565. **A person residing or owning land in an annexed area** in a municipality with a population of **less than 1.6 million** may enforce a service plan by **applying for a writ of mandamus** not later than the **second anniversary** of the date the person knew or should have known that the municipality was not complying with the service plan. If a **writ of mandamus is applied for**, the municipality has the burden of proving that the services have been provided in accordance with the service plan in question. If **a court** issues a writ under this subsection, the court:

(1) must **provide the municipality the option of disannexing** the area within a reasonable period specified by the court;

(2) may require the municipality to **comply with the service plan** in question before a reasonable date specified by the court if the municipality does not disannex the area within the period prescribed by the court under Subdivision (1);

(3) may require the municipality to **refund to the landowners of the annexed area money collected by the municipality** from those landowners for services to the area that were not provided;

(4) may assess a **civil penalty against the municipality**, to be paid to the state in an amount as justice may require, for the period in which the municipality is not in compliance with the service plan;

(5) may require the **parties to participate in mediation**; and

(6) may require the municipality to **pay the person's costs and reasonable attorney's fees** in bringing the action for the writ.

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 8, 2016

To: Mayor and Council

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

Title: Consider and Act on tax re-sale property, Suit No. S-06-1031-TX; Account No. 0011-0441-0001-002 and 3152, Lots 1 and 2, Block 441, Original Townsite, City of Aransas Pass, San Patricio County, Texas.

PURPOSE:
To sale properties that have been struck off for back taxes and to get the property back on the tax rolls.

BACKGROUND AND FINDINGS:
An offer was made by Edgar Ochoa in the amount of $3,500.00. The amount due to all entities is $9,181.33, and the amount due to the City of Aransas Pass is $2,418.25, and the amount the City will receive is $516.50. The property is located at the corner, 801 S. McCampbell.

ALTERNATIVES:
Do not approve the offer.

CONFORMITY TO CITY POLICY:
Yes.

Entity Name	Amount Due Each Entity	Amount Entity Will Receive
Aransas Pass ISD	$4,590.12	$980.38
City of Aransas Pass	$2,418.25	$516.50
Aransas County	$2,172.96	$464.11

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Attorneys At Law
500 N SHORELINE BLVD STE 1111
CORPUS CHRISTI, TEXAS 78401-0357

(361) 888-6898
FAX (361) 888-4405

August 5, 2016

Sylvia Carrillo, City Manager
City of Aransas Pass
P.O. Box 2000
Aransas Pass, Texas 78336

RE: Offer to purchase tax sale property
Suit No. S-06-1031-TX; Aransas Pass Independent School District, City of Aransas Pass and San Patricio County vs. N.E. Goza, et al
ACCT. NO. 0011-0441-0001-002 and 36152; Lots 1, and 2, Block 441, Original Townsite, City of Aransas Pass, San Patricio County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 41, Map Records of San Patricio County, Texas.

Dear Ms. Carrillo:

An offer has been made by Edgar Ochoa, 1242 Fourth St., Ingleside, TX 78362 in the amount of $3,500.00 for the purchase of a tax sale property owned in trust by the San Patricio County taxing authorities as a result of the property's failure to sell at tax sale on the courthouse steps for the entire amount of delinquent taxes and costs owed.

An analysis showing the amount of money each taxing entity would receive if the offer is accepted is attached, as is a copy of Edgar Ochoa's written offer. In order for the property to be sold for less than the entire amount of taxes and costs owed, the formal approval of the city is required under Property Tax Code Section §34.05.

Please place this as an action item on the agenda of the City Council meeting to be held on Monday, August 15, 2016. A suggested wording of this item is as follows: "Consideration and approval of offer to purchase tax sale property."

Should you have any questions, please do not hesitate to call me.

Sincerely,

Nancy Vasquez

Nancy Vasquez
Attorney at Law

NV/djm
Enclosure (offer, bid analysis and resolution authorizing resale)

cc: Dalia Sanchez
Tax Assessor-Collector
San Patricio County
P.O. Box 280
Sinton, Texas 78387

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Attorneys At Law
500 NORTH SHORELINE, SUITE 1111
CORPUS CHRISTI, TEXAS 78471

(361) 888-6898
FAX (361) 888-4405

Resale Bid Form

The property is being sold for taxes, and all sales are made subject to a right to redeem within the time and manner provided by law. Purchasers do have a legal right to possession of the property during the redemption period. **Purchasers will receive a Tax Resale Deed, which is without warranty.** The Firm will not give out information on the title to the property other than the existence of post judgment taxes and municipal liens. It is the bidder's responsibility to do their own title examination and satisfy themselves as to the condition of the title before submitting a bid. It is also the bidder's responsibility to satisfy themselves concerning the location of the property on the ground before submitting a bid.

If a second bid is received any time before all interested tax jurisdictions have approved a previous bid the firm will contact all of the bidders so that an auction can be held at a time that is mutually convenient. **However if a bid is received for the full amount of taxes, costs and liens due on the property, that bid may be accepted by the taxing entities without further consideration of any lesser bids.**

All bids must be submitted, on this form, to the law office of Linebarger Goggan Blair & Sampson, LLP at 500 North Shoreline, Suite 1111, Corpus Christi Texas 78471. All bids will be subject to approval by the taxing entities that have an interest in the subject property. **The bidders should be prepared to wait at least 60 to 90 days for approval.** Upon approval, the successful bidder is required to pay the entire amount of the bid within 10 working days to the Linebarger Goggan firm at the address shown above.

The Law Firm or the Taxing Entities will not supply or pay for any closing costs, including, but not limited to: Owner Financing, Title Policy, Abstract of Title, Survey, Appraisal, Termite Certificate

---

I understand that the property is being sold in "as is" condition without Warranty. I further understand that I may be subject to penalty provisions of applicable Texas Law for failure to submit payment in accordance with the amount bid.

Subject to the terms and conditions stated herein, I submit the following bid on the property described below.

Amount of Bid: $3500.00

Suit Number: S-06-1031-TX

Tax Account No. : LOTS 1, AND 2, BLOCK 441 ORIGINAL

Legal Description: TOWNSITE, CITY OF ARANSAS PASS SAN PATRICIO COUNTY TX

Bidder's Name(s): EDGAR OCHOA

Address: 1242 FOURTH ST

INGLESIDE TX 78362

Telephone Number(s): (361) 463-3069

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Attorneys At Law
500 N SHORELINE BLVD STE 1111
CORPUS CHRISTI, TEXAS 78401-0357

(361) 888-6898
FAX (361) 888-4405

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

Suit No. S-06-1031-TX; Aransas Pass Independent School District, City of Aransas Pass and San Patricio County vs. N.E. Goza, et al

Legal Description: ACCT. NO. 0011-0441-0001-002 and 36152; Lots 1, and 2, Block 441, Original Townsite, City of Aransas Pass, San Patricio County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 41, Map Records of San Patricio County, Texas.

Bidder: Edgar Ochoa, 1242 Fourth St., Ingleside, TX 78362

Date of Sale:	December 2, 2014
Amount Due All Entities:	$9,181.33
Amount of Bid:	$3,500.00
Cost of Sale:	$1,539.00
Current Value:	$14,000.00
% of Total Due:	32.65 %
% of Current Value:	25.00 %

Entity Name	Amount Due Each Entity	Amount You Will Receive
Aransas Pass ISD	$4,590.12	$980.38
City of Aransas Pass	$2,418.25	$516.50
San Patricio County	$2,172.96	$464.11

Property located on the corner, 801 S. McCampbell, Aransas Pass, San Patricio County, Texas

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on December 2, 2014, the property described below was struck-off to the San Patricio County, Trustee, pursuant to a delinquent tax foreclosure decree of the 36th Judicial District Court, San Patricio County, Texas, and

WHEREAS, the sum of $3,500.00 has been tendered by Edgar Ochoa, 1242 Fourth St., Ingleside, TX 78362, for the purchase of said property pursuant to Section §34.05, Texas Tax Code Ann. (Vernon, 1982), and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aransas Pass that its Mayor, Adan Chapa, be and he is hereby authorized to execute a tax resale deed on behalf of the city conveying to Edgar Ochoa all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in San Patricio County, Texas

ACCT. NO. 0011-0441-0001-002 and 36152; Lots 1, and 2, Block 441, Original Townsite, City of Aransas Pass, San Patricio County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 41, Map Records of San Patricio County, Texas.

PASSED AND APPROVED this _____ day of _____, 2016.

_____
Adan Chapa, Mayor

ATTEST:

_____
City Secretary

Suit No. S-06-1031-TX; Aransas Pass Independent School District, City of Aransas Pass and San Patricio County vs. N.E. Goza, et al

CONNECTEXPLORER

map: Aerial Select Date

McCampbell & Spencer

12/03/2015

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 12, 2016

To: Mayor and City Council

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

Agenda Item #:7VIII (7-8)
Title: Consider and Act on Amending the Fire Prevention Code

PURPOSE: To amend Section 9-20 Adoption of the Fire Prevention Code (a) Annual Inspection by amending the required commercial businesses and time frames and 5-2 (M) Fire Inspection Fees of the municipal code, by amending the amount assessed to all commercial establishments.

BACKGROUND AND FINDINGS:
The Fire Prevention Code was adopted in January of 2013, along with the requirement for annual inspections. The fee adopted was $125 for inside the City limits and $150 for outside the City limits. Since that time, staff has received numerous complaints on the onerous task of businesses to not only schedule the inspection, but pay for the required inspection, as well as no differentiation between large and small businesses.

Staff is in agreement that the imposition of a new fee for small, non-hazardous businesses is indeed onerous and agrees to remove the fee requirement. However, the required inspection serves a dual purpose in that it also serves to provide key information in fighting fires and protection of life and assets during a fire. It's important for staff to understand what is being stored in the building, are there any residential components to a potential mixed use building, where are the exits, nearest hydrants, etc. All of this critical information is obtained during the inspection phase and can be

used for pre-incident planning. It will not only help save the potential life of a resident, but also that of staff. Staff is requesting that the inspection be required every two (2) years, at no cost to the business, and that only those businesses which are considered hazardous by the International Fire Code or those who request the inspection (daycares, nursing homes, etc as part of their licensing requirements). The fee should be based on actual cost of service to perform the inspection leading to a tiered approach where smaller businesses may pay less than that of a high rise hotel.

The proposed fee schedule would be based on the model currently used by San Patricio County.

Sec. 9-20. - Adoption of fire prevention code.

The International Fire Prevention Code, 2012 Edition, and all amendments thereto the whole thereof, save and except such portions as may hereinafter be amended, of which no less than one (1) copy has been and is now filed in the office of the city secretary, is hereby adopted and incorporated as fully as if set forth herein and from the date on which this section shall take effect the provisions thereof shall be controlling with regard to all of the provisions contained therein pertaining to fire prevention within the area of jurisdiction of the city, subject to all amendments and modification hereinafter set forth.

(a) The fire marshal shall require an annual inspection of all commercial establishments classified as High Hazard per the 2012 IFC. The fee for such inspections shall be assessed as per the fee schedule set forth in section 5-2 M. of the Code of Ordinances.

(b) The fire marshal shall require a biennial inspection (every two years) of all commercial establishments not included in the High Hazard list. There shall be no fee for such inspection.

Sec. 5-2. - Amendments to and modifications of building code; building permit fee schedule.

M. Annual fire inspection fee. Hourly rate based on adopted annual budget and hourly wages plus 50% overhead rate.

~~*Inside city limits .....$125.00*~~
~~*Outside city limits .....$150.00*~~

ALTERNATIVES:

- Leave as is
- Remove the Fee
- Leave the annual inspection
- Remove the annual inspection for all establishments
- Remove the annual inspection for low hazard establishments.

OTHER CONSIDERATIONS:

- The Fire Code also helps the ISO rating which impacts residents and their insurance rates throughout the year.
- The annual inspection can help us be more efficient in fighting a fire.

DEPARTMENTAL CLEARANCES:

City Manager, Public Safety Division

FINANCIAL IMPACT:

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

Fiscal Year: 2013-2014	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:

RECOMMENDATION:
Staff recommends removing the annual fee for low hazard establishments and moving to biennial inspection; also charging a Cost of Service rate for high hazard annual inspections.

LIST OF SUPPORTING DOCUMENTS:

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: August 12, 2016

To: Mayor and City Council

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

Agenda Item #: 7-XI (7-11)
Title: Consider and Act on a design/build agreement with H. Lancaster Company in an amount not to exceed $15,000.

PURPOSE: To install benches in the downtown area as planned improvements utilizing a local company.

BACKGROUND AND FINDINGS: The council approved downtown improvement funds as part of the Bond 2014 initiative. Staff has been working closely with the downtown merchants to improve the appearance of the area as well as TXDOT on approved hardscape plans such as benches and awnings.
The downtown group selected benches from a national park manufacturer who could not guarantee their longevity in our salt environment.
H. Lancaster is a local company located on Hwy 361 in Aransas Pass. The bid would encompass 15-17 locally made benches that would dot the downtown landscape.

ALTERNATIVES:
Do not award a bid

DEPARTMENTAL CLEARANCES:
City Manager

FINANCIAL IMPACT:

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

Fiscal Year: 2013-2014	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget				
Encumbered/ Expended Amount				
This item				
BALANCE				

Fund(s):

Comments:

RECOMMENDATION:
Staff recommends awarding the contract.

LIST OF SUPPORTING DOCUMENTS:
Preliminary design plans.

In Memory of Robert L. James

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of August 15, 2016

Date: 08/12/2016

To: Mayor and Council Members

From: Sarah Lee

Title: Request for bids to replace carpet at Aransas Pass Civic Center

---

PURPOSE: To seek approval to go out for bids for new project at APCC.

BACKGROUND AND FINDINGS: We have priced out carpet and determined that the cost will be over $50,000 so we will need to request bids for this item according to city policy.

ALTERNATIVES: Not replace carpet or not go out for bids.

CONFORMITY TO CITY POLICY: This conforms to city policy.

EMERGENCY/NON-EMERGENCY: Non-emergency.

DEPARTMENTAL CLEARANCES: MDD has approved this item.

FINANCIAL IMPACT: The amount is not known at this time but will exceed $50,000. We have $80,000 allocated for this project.

[ ] 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:

RECOMMENDATION: Staff recommends that we go out for bids for the new carpet

LIST OF SUPPORTING DOCUMENTS: None

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **August 15, 2016**

DATE: August 9, 2016

TO: Honorable Mayor and Council

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

THRU: Sylvia Carrillo, C.P.M., City Manager
scarrillo@aransaspasstx.gov

Agenda Item #: (Public Hearing)

B. PLATS

a. **Plat No. 1608011-NP04: Burton & Danforth Subdivision, Block T, Lot 6R (OCL) (Final – 18.31 Acres)**
Being a replat of Burton & Danforth Subdivision, Block T, Farmlots 6, 7 and a portion of Farmlot 8, located west of State Highway 361, between Morgan Lane and Mooney Lane.

b. **Plat No. 1609014-NP05: Aransas Pass Townsite, Block 577, Lot 1R (Final – 0.643 Acre)**
Being a replat of Aransas Pass Townsite, Block 577, Lots 1 through 8, located south of E. Goodnight Avenue (SH 361) and west of S. Arch Street.

PURPOSE:
To replat the properties in order to obtain building permits.

BACKGROUND AND FINDINGS:
Burton & Danforth Subdivision, Block T, Lot 6R: The property owners, Gulley Family Investments, Ltd., are replatting the property in order to develop a recreational vehicle park (RV Park). As part of the development, the park will be extending and connecting to City water and wastewater lines. The property is located just south of the City of Aransas Pass city limit line and within the City's Extraterritorial Jurisdiction (ETJ) area. reorient the property. The proposed RV Park will contain approximately 130 RV spaces which is a density of 7 RVs per acre. Access to the RV Park will be from State Highway 361 and from Morgan Lane. No access from Mooney Lane is proposed. The proposed replat meets all of the requirements of the Zoning Ordinance and State law.

Aransas Pass Townsite, Block 577, Lot 1R: The property owners, Hamilton A.P., LLC, are replatting their property in order to combine eight (8) lots into one lot in order to build a retail center. The development will occur in phases. The first phase will contain a space for a retail store, possibly a Spanky's. The proposed replat meets all of the requirements of the Zoning Ordinance and State law.

ALTERNATIVES:
Deny the proposed replats.

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 (08/08/2016): Approval of the proposed replats.

Attachment: Burton & Danforth Replat
RV Park Proposed Site Plan
Aransas Pass Townsite Replat
Retail Center Proposed Site Plan

STAFF PLAT REVIEW COMMENTS

The following plats were reviewed by the city staff and recommend approval of the plats subject to items to be completed prior to the plat being recorded or a certificate of occupancy issued.

a. 1608011-NP04 (Non-Public Notice Plat)

BURTON & DANFORTH SUBDIVISION, BLOCK T, LOT 6R, (OCL) (FINAL – 18.31 ACRES)
Located west of State Highway 361, between Morgan Lane and Mooney Lane

Applicant: Gulley Family Investments, Ltd.
Engineer: Brister Surveying

The applicant proposes to re-plat Lots 6, 7, and 8 into one lot in order to develop an RV park.

1. Water and wastewater construction must be completed prior to the issuance of a Certificate of Occupancy.
2. Prior to the recording of the plat, applicant must provide a tax certificate showing that taxes on this property have been paid in full.
3. Must provide a check to pay for the recording fee.

b. 1609014-NP05 (Non-Public Notice Plat)

ARANSAS PASS TOWNSITE, BLOCK 577, LOT 1R (FINAL – 0.643 ACRE)
Located south of E. Goodnight Avenue (SH 361) and west of S. Arch Street.

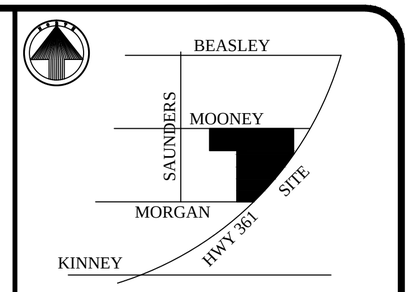
Applicant: Hamilton A.P. LLC, Thomas Hamilton
Engineer: Griffith & Brundrett

The applicant proposes to re-plat Lots 1 through 8 into one lot in order to develop a retail center.

1. Prior to the recording of the plat, applicant must provide a tax certificate showing that taxes on this property have been paid in full.
2. Must provide a check to pay for the recording fee.

PLAT OF
BURTON AND DANFORTH
LOT 6R, BLOCK T

BEING A REPLAT 18.312 ACRE TRACT OF LAND BEING OUT
OF FARMLOTS 6, 7, & THE NORTHEAST QUARTER OF LOT 8,
LANDBLOCK "T", BURTON AND DANFORTH SUBDIVISION,
AS SHOWN ON A MAP RECORDED IN VOLUME 152, PAGE 1,
MAP RECORDS SAN PATRICIO COUNTY, TEXAS.



VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF SAN PATRICIO

WE, GULLY FAMILY INVESTMENTS, CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF THE LAND HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, THAT ALL EASEMENTS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT IS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

_____
BRYAN GULLEY, GENERAL PARTNER

STATE OF TEXAS
COUNTY OF SAN PATRICIO

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED BRYAN GULLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED HERETO AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF THIS OFFICE THIS _____ DAY OF _____, _____.

_____
NOTARY PUBLIC - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

I, BRENT CHESNEY, CERTIFY THAT I AM THE LIEN HOLDER OF THE TRACT OF THE LAND HEREON AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, THAT ALL EASEMENTS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT IS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

_____
BRENT CHESNEY, TRUSTEE

STATE OF TEXAS
COUNTY OF SAN PATRICIO

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED BRENT CHESNEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED HERETO AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF THIS OFFICE THIS _____ DAY OF _____, _____.

_____
NOTARY PUBLIC - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS PLAT OF BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, WAS APPROVED BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF ARANSAS PASS, TEXAS, THIS THE _____ DAY OF_____ 2016; PROVIDED HOWEVER, THIS APPROVAL SHALL BE INVALID, AND NULL AND VOID, UNLESS THIS PLAT IS FILED WITH THE COUNTY CLERK WITH SIX (6) MONTHS HEREAFTER.

_____ _____
RANDALL FREEZE, CHAIRMAN MIGUEL S. SALDAÑA, SECRETARY

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS PLAT OF BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, WAS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES CITY OF ARANSAS PASS, TEXAS, THIS _____ OF _____, 2016

_____
MIGUEL S. SALNDAÑA
DIRECTOR OF DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF SAN PATRICIO

THIS PLAT OF BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ARANSAS PASS, TEXAS, THIS THE _____ OF _____, 2016

_____ _____
ADAN CHAPA, MAYOR MARY JUAREZ, INTERIM CITY SECRETARY

STATE OF TEXAS
COUNTY OF NUECES

I HEREBY CERTIFY THAT THE PLAT OF BURTON AND DANFORTH SUBDIVISION, LOT 6R, BLOCK T, COMPLIES WITH ALL REGULATIONS AND REQUIREMENTS OF THE COMMISSIONERS COURT OF SAN PATRICIO COUNTY, TEXAS EFFECTIVE THIS DATE.
THIS THE _____ DAY OF _____ , 2016.

_____

STATE OF TEXAS
COUNTY OF SAN PATRICIO

I, GRACIE GONZALES, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF OAK RIDGE ESTATES UNIT 10 DATED THE _____ DAY OF _____, ____ WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, AT ____ O'CLOCK _MIN THE MAP RECORDS OF SAID COUNTY IN COUNTY INSTRUMENT NO._____, ENVELOPE _____, TUBE ____.

WITNESS MY HAND AND SEAL OF OFFICE AT SINTON, TEXAS, THE DAY THE DATE LAST ABOVE WRITTEN.

_____

_____
COUNTY CLERK - SAN PATRICIO COUNTY, TEXAS
DEPUTY CLERK - SAN PATRICIO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN PATRICIO

I, RONALD E. BRISTER, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS, DO HEREBY STATE THAT WE HAVE PLATTED THE ABOVE SUBDIVISION TITLED , FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THIS MAP CORRECTLY REPRESENTS THAT SURVEY MADE BY ME THIS _____ DAY OF _____, _____.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR -TEXAS REGISTRATION NO. 5407

STATE OF TEXAS
REGISTERED
RONALD E BRISTER
5407
PROFESSIONAL
LAND SURVEYOR

DATE OF MAP: 6 JUNE 2016

Brister Surveying
4455 S. Padre Island Dr. Suite 51
Corpus Christi, Texas 78411
Off 361-850-1800
Fax 361-850-1802
Bristersurveying@corpus.twcbc.com
Firm Registration NO. 10072800

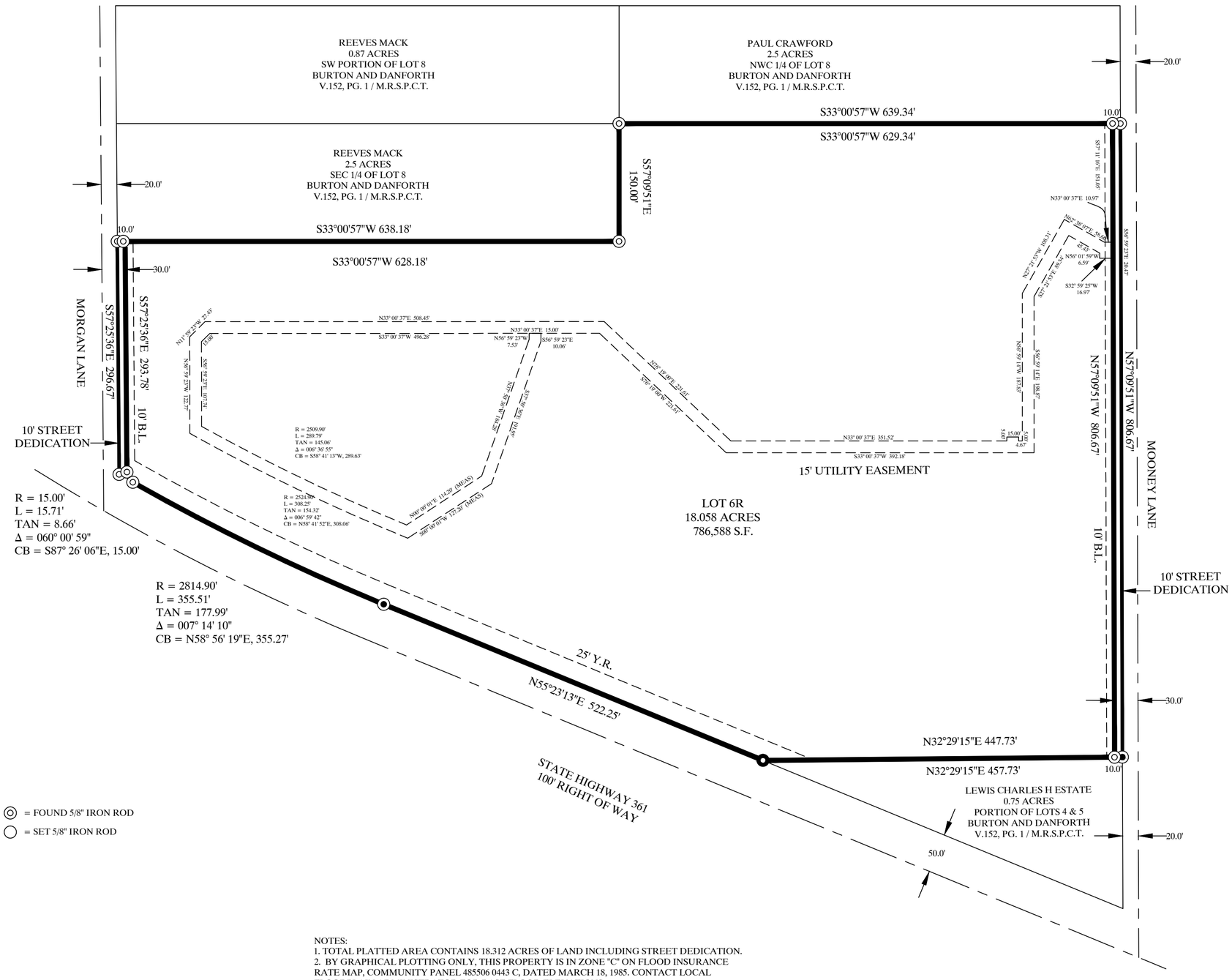
PLAT OF
LOT 6R, BLOCK T
BURTON AND DANFORTH

BEING A REPLAT 18.312 ACRE TRACT OF LAND BEING OUT
OF FARMLOTS 6, 7, & THE NORTHEAST QUARTER OF LOT 8,
LANDBLOCK "T", BURTON AND DANFORTH SUBDIVISION,
AS SHOWN ON A MAP RECORDED IN VOLUME 152, PAGE 1,
MAP RECORDS SAN PATRICIO COUNTY, TEXAS.

GRAPHIC SCALE

-100 0 50 100 200

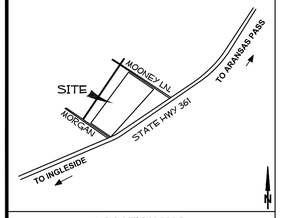
(IN FEET)
1 inch = 100 ft.



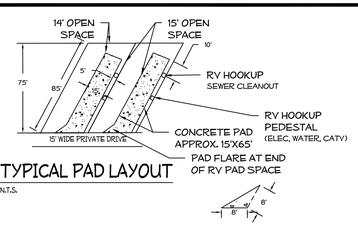
◎ = FOUND 5/8" IRON ROD
○ = SET 5/8" IRON ROD

NOTES:
1. TOTAL PLATTED AREA CONTAINS 18.312 ACRES OF LAND INCLUDING STREET DEDICATION.
2. BY GRAPHICAL PLOTTING ONLY, THIS PROPERTY IS IN ZONE "C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485506 0443 C, DATED MARCH 18, 1985. CONTACT LOCAL FLOODPLAIN ADMINISTRATOR FOR BASE FLOOD ELEVATIONS.
3. BEARINGS ARE GPS, NAD 83 TEXAS SOUTH ZONE.

Brister Surveying
4455 S. Padre Island Dr. Suite 51
Corpus Christi, Texas 78411
Off 361-850-1800
Fax 361-850-1802
Bristersurveying@corpus.twcbc.com
Firm Registration NO. 10072800

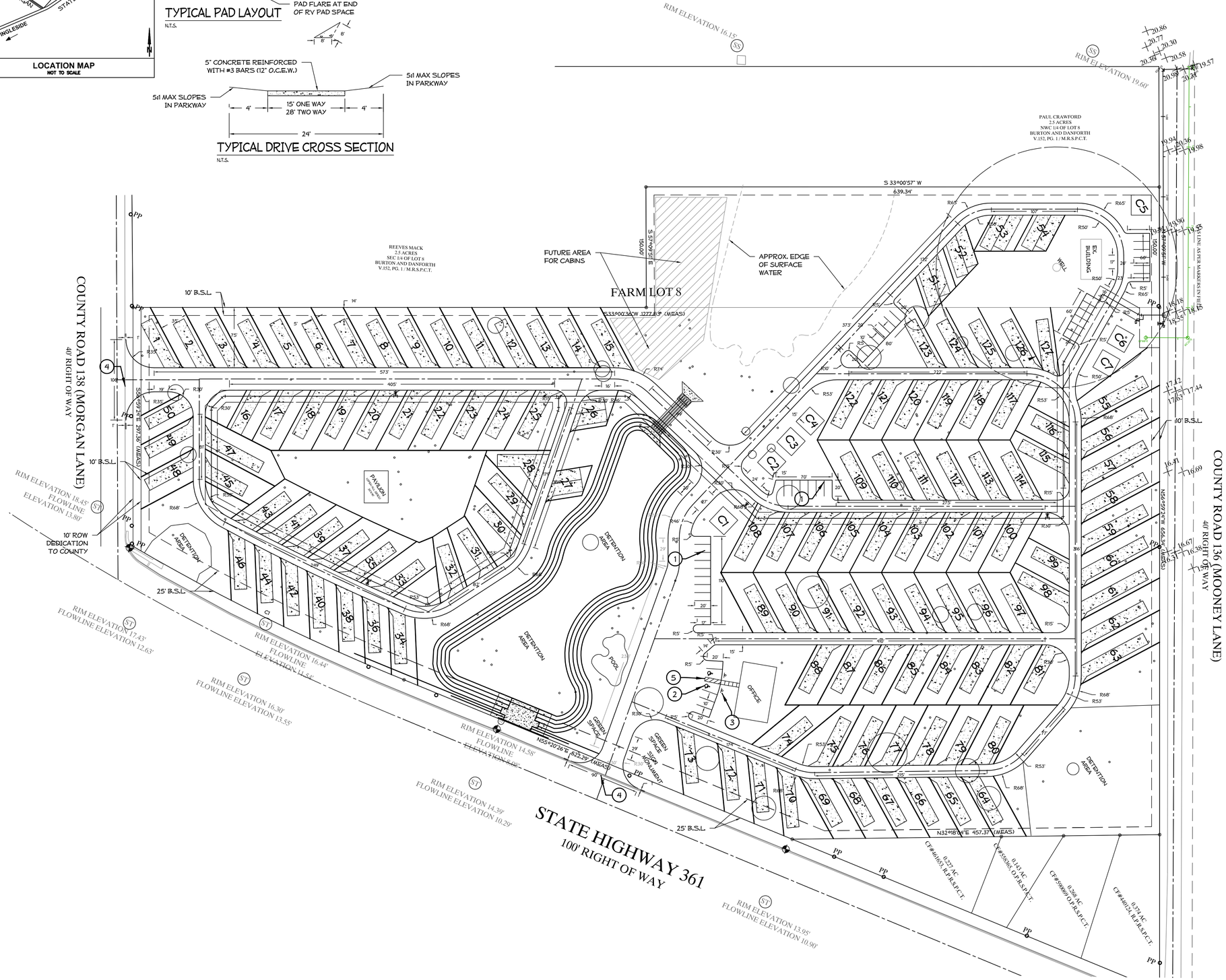


LOCATION MAP
NOT TO SCALE



TYPICAL PAD LAYOUT
N.T.S.

TYPICAL DRIVE CROSS SECTION
N.T.S.



SCALE: 1"=60'
60 30 0 60

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY (R.O.W.) LINE/ SUBDIVISION BOUNDARY
		PROPERTY CORNER
		FLOW ARROW
		LIGHT POLE
		POWER POLE
		DOWN GUY
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WMV	WATER METER VAULT
WTRMH		WATER MANHOLE
		TELEPHONE RISER
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
GMKR		UNDERGROUND GAS LINE MARKER
TMKR		TELEPHONE RISER
		GRATE INLET
		CURB INLET (SIZE VARIES)
	G	GREASE TRAP (SIZE VARIES)
SS	XX"SD	STORM DRAIN LINE
W	XX"W	WATER LINE
FIRE	XX"FL	FIRE LINE
WW	XX"WW	WASTEWATER LINE
WW LAT	XX"WW	WASTEWATER LATERAL LINE
GAS	G	GAS LINE
E	E	ELECTRIC LINE
OE	OE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
UC	UC	UNDERGROUND CABLE AND INTERNET
TC	TC	TELECOMMUNICATIONS LINE
EMH	EMH	ELECTRIC MANHOLE (SIZE VARIES)
SS	WWMH	WASTEWATER MANHOLE (SIZE VARIES)
SDMH	SDJB	STORM DRAIN JUNCTION BOX
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		CURB
	(696.08)	TOP OF PAVEMENT SPOT ELEV.
	TC (696.58)	TOP OF CURB SPOT ELEV.
	TG (696.58)	TOP OF GRATE ELEV.

KEY NOTES

1. PROPOSED 4" YELLOW PARKING STRIPE (TYPICAL).
2. PROPOSED PAINTED HANDICAP PARKING SYMBOL. REF. DETAIL C9.0.1.
3. PROPOSED HANDICAP SIGN. REF. DETAIL C9.0.8.
4. MATCH EXISTING PAVEMENT AS REQUIRED.
5. HANDICAP PARKING STALL. REF. DETAIL C9.0.2 AND C9.0.7.

GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHICAL SURVEY PROVIDED BY BRISTER SURVEYING, INC. JKS ENGINEERING CO., P.L.L.C. SHALL NOT BE RESPONSIBLE FOR IT'S CONTENT AND/OR ACCURACY. FOR QUESTIONS REGARDING THE SURVEY, CONTACT RONALD E. BRISTER R.P.L.S. 5407, AT (361) 850-1800.
2. ACTUAL FLOOR PLAN OF BUILDING(S) MAY VARY FROM THESE PLANS. LAYOUT OF THESE STRUCTURES ARE INTENDED FOR GRAPHICAL REPRESENTATIONS ONLY. CONTRACTOR SHOULD VERIFY BUILDING ENVELOPE FROM ARCHITECTURAL PLANS BEFORE COMMENCING CONSTRUCTION.
3. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SHOWN FOR GRAPHICAL REPRESENTATION ONLY. IF A DISCREPANCY IS FOUND, CONTRACTOR SHALL NOTIFY ENGINEER BEFORE COMMENCING CONSTRUCTION.
4. REFER TO GRADING PLAN FOR ELEVATIONS OF SITE PARKING IMPROVEMENTS, DRIVES, STORM WATER DETENTION POND, GENERAL SITE GRADING, ETC.
5. ALL DIMENSIONS SHOWN ARE ROUNDED TO THE NEAREST 0.1'.
6. ALL ROADS ARE TO BE CONSTRUCTED WITH REINFORCED CONCRETE AS PER THE PAVEMENT DETAILS, REF. SHEET C9.0.

JKS ENGINEERING CO., P.L.L.C.
CIVIL CONSULTANTS · LAND PLANNERS
Firm No. 13260
(210) 422-8529
PO BOX 1161
LA VERNIA, TX. 78121

STATE OF TEXAS
JEFFREY S. SMITH
107748
LICENSED PROFESSIONAL ENGINEER
JULY 11, 2016

DATE	REVISIONS:

ARANSAS OAKS RV PARK

12396 STATE HWY 361
ARANSAS PASS, TEXAS

SITE & DIMENSION CONTROL PLAN

DESIGNED BY:	JSS
DRAWN BY:	JSS
SCALE:	---
DATE:	7/17/15
SHEET NO.	C2.0

SURVEYOR CERTIFICATION

State of Texas
County of Aransas

I, J. L. Brundrett, Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the 5 day of July, A.D., 2016.

STATE OF TEXAS REGISTERED J.L. BRUNDRETT, JR. 2133 PROFESSIONAL LAND SURVEYOR

J. L. Brundrett, Jr., R.P.L.S.
Reg. No. 2133

OWNER CERTIFICATION

State of Texas
County of San Patricio

HAMILTON A.P., LLC

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that I (we) have had said land surveyed and platted as shown hereon; and that this map was made for the purpose of description and dedication.

This the 18 day of JULY, A.D., 2016.

Tom Hamilton
TOM HAMILTON, Member

State of Texas
County of San Patricio

This instrument was acknowledged before me by:

TOM HAMILTON, Member of

HAMILTON A.P., LLC

This the 18 day of JULY, A.D., 2016.

Debra Mullan
Notary Public in and for the State of Texas

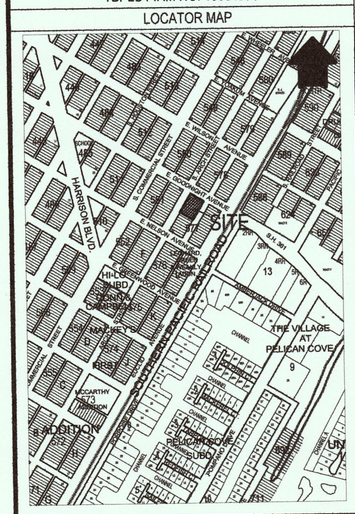
NOTARY PUBLIC STATE OF TEXAS
DEBRA MULLAN
My Commission Expires
November 25, 2017

FIRM NAME AND ADDRESS

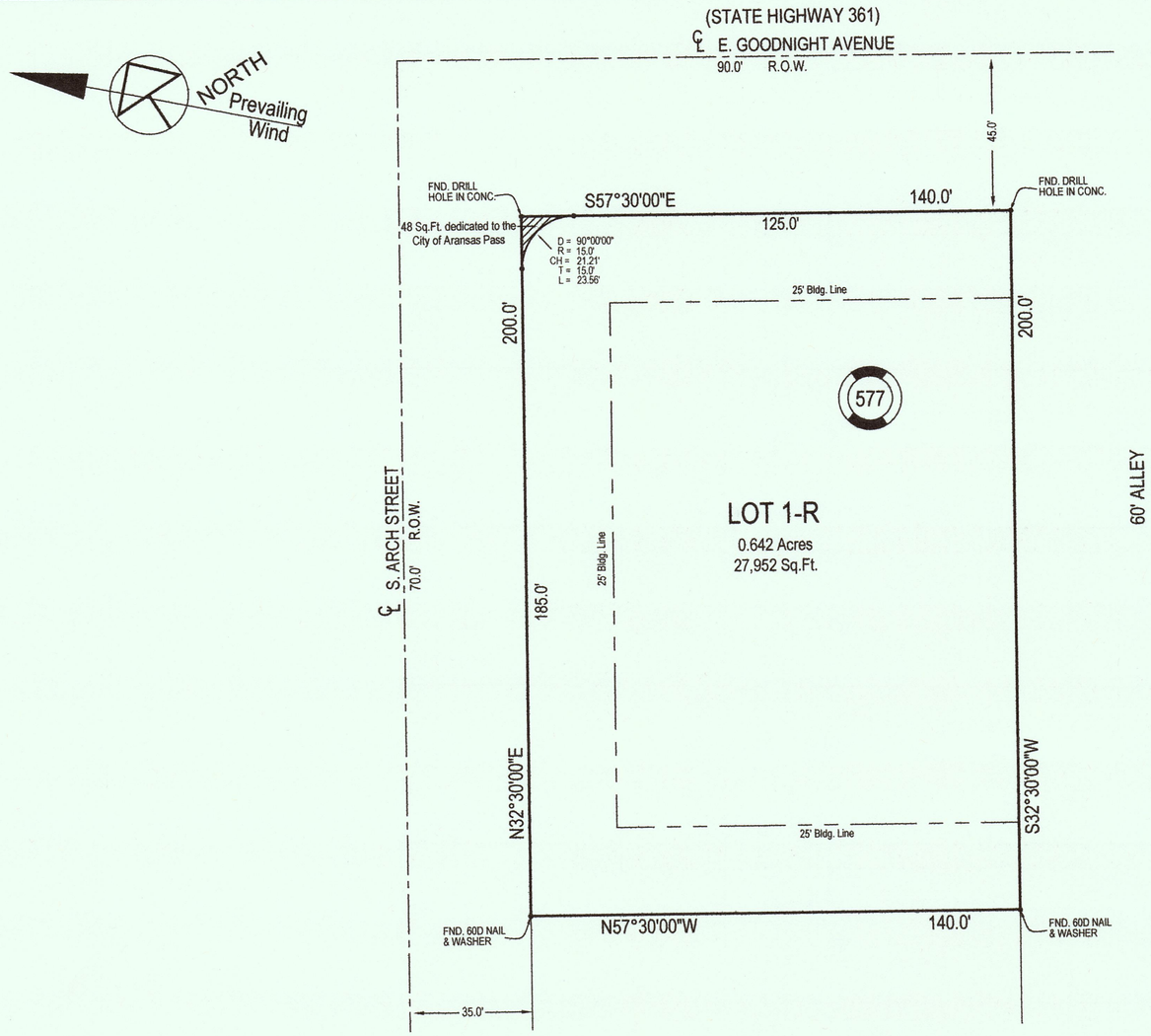
Griffith & Brundrett Surveying & Engineering, Inc.
411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78381
:361-729-6479
:361-729-7933
:jerryb@gbsurveyor.com
:www.gbsurveyor.com

TBPLS FIRM NO. 10004800

LOCATOR MAP



File Name: Aransas Pass/Townsite, 577, 1-R



FLOOD DATA:

This is to certify that I have consulted the Federal Flood Hazard Map dated 3.4.85, and found that the property described herein is _____ (or) is not X located in a "Special Flood Hazard Area."

Flood Zone C, Base Elevation N/A,

Panel No. 0019B,

Community No. 485453.

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions. Map Information subject to change by FEMA.

Final Plat of:

LOT 1-R
BLOCK 577
ARANSAS PASS TOWNSITE
OUT OF THE BURTON & DANFORTH SUBDIVISION

CITY OF ARANSAS PASS, SAN PATRICIO COUNTY, TEXAS,

Being a replat of Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 577, Aransas Pass Townsite, out of the Burton & Danforth Subdivision, according to the plat recorded in Volume 2, Page 29, Map Records of San Patricio County, Texas.

JULY 5, 2016 Scale 1" = 30'

30 0 30 60 90 FEET
GRAPHIC SCALE

PLANNING & ZONING COMMISSION

State of Texas
County of San Patricio

This plat of the Lot 1-R, Block 577, Aransas Pass Townsite, was approved by the City Planning and Zoning Commission of the City of Aransas Pass, Texas, on this the _____ day of _____, A.D., 2016. This approval shall be invalid and null and void unless this plat is filed with the County Clerk within six (6) months thereafter.

Randall Freeze, Chairman Miguel S. Saldana, Secretary

CITY COUNCIL

State of Texas
County of San Patricio

This plat of the Lot 1-R, Block 577, Aransas Pass Townsite, was approved by the City Council of the City of Aransas Pass, Texas, on this the _____ day of _____, A.D., 2016. This approval shall be invalid and null and void unless this plat is filed with the County Clerk within six (6) months thereafter.

Adan Chapa, Mayor Mary Juarez, Secretary

DEVELOPMENT SERVICES

State of Texas
County of San Patricio

This plat of the Lot 1-R, Block 577, Aransas Pass Townsite, was approved by the Director of Development Services, of the City of Aransas Pass, Texas, on this the _____ day of _____, A.D., 2016.

Miguel S. Saldana
Director, Development Services

NOTES:

1.) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All 5/8" Steel Rebars set, capped with "J.L. Brundrett, RPLS 2133."

2.) Plat Bearing used for Directional Control unless otherwise shown.

3.) Total platted area contains 0.643 acres or 28,000 square feet of land.

Lot Area = 27,952 Sq.Ft.
Dedication = 48 Sq.Ft.

4.) Property falls within the City Limits of Aransas Pass and must comply with all city codes, regulations and set backs.

COUNTY CLERK'S CERTIFICATION:

State of Texas
County of San Patricio

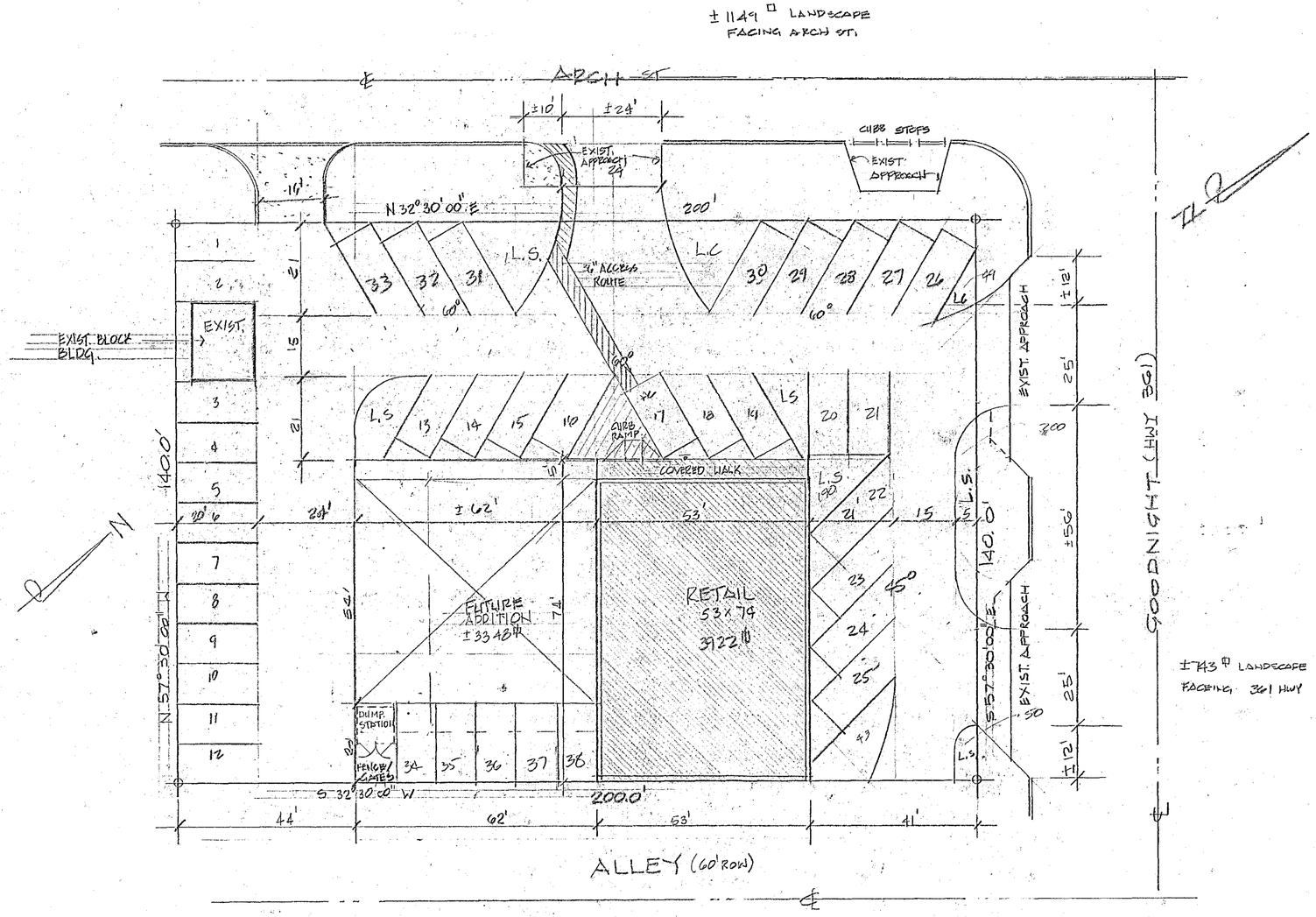
I, Gracie Alaniz Gonzales, Clerk of the County Court in and for San Patricio County,Texas, do hereby certify that the foregoing instrument of writing dated the _____ day of _____, A.D., 2016, with its certificate of authentication was filed for record in my office the _____ day of _____, A.D., 2016, at _____ o'clock _____.m. and duly recorded the _____ day of _____, A.D., 2016, at _____ o'clock _____. in the Map Records of San Patricio County, Texas in Envelope _____, Tube _____.

Witness my hand and seal of the County Court, in and for San Patricio County, Texas, at office in Sinton, Texas, the day and year last written above.

Gracie Alaniz Gonzales

By: Deputy

Clerk's File No. _____



PLOT & ROOF PLAN 1" = 20'

LOTS: 1-8 BLK 577 ARANSAS PASS TOWNSITE

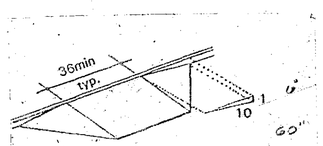


Fig. 13
Built-Up Curb Ramp

3922 □ ÷ 200 ≈ 20 REQ'D PARKING - 38 SHOWN
FUTURE = 3348 □ ÷ 200 ≈ 17 REQ'D FUTURE PARKING

7-20-16 PLAN # 6511

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
First Reading Item for the City Council Meeting of [8/15/2016]
Second Reading Item for the City Council Meeting of [NA]

Date: Tuesday, July 19, 2016

To: Sylvia Carrillo, City Manager

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

Agenda Item #:
Title: Renew MOU between Aransas Pass Police Department and the Drug Enforcement Administration.

CAPTION:
Consider and act on approving the Chief of Police to renew the Task Force Agreement between the Aransas Pass Police Department and the federal Drug Enforcement Administration.

PURPOSE:
The police department provides two detectives to the DEA for large scale drug investigations which directly impact the Coastal Bend and our community. These officers (TFO's) work primarily with the DEA but also occasionally run local narcotics investigations, with the use of federal resources and tools.

BACKGROUND AND FINDINGS:
Aransas Pass PD has provided two TFO's to the DEA since 2005. The TFO's assist the feds in handling major drug cases that have an affect on Texas and local communities in the Coastal Bend, including Aransas Pass. In return, the Aransas Pass PD receives forfeited assets and equipment from case seizures. To date, Aransas Pass PD has received several seized assets which we have put into official use including TV's, vehicles, trailers, and a travel trailer. In addition, Aransas Pass PD has also received

approximately 1.5 million dollars in cash seizures, which has been used to purchase new equipment and police investigative supplies/tools. Currently, the TFO's have over 2 million in assets seized and pending forfeiture. These positions do more than pay for themselves, they allow our local PD access to many of the resources of the Federal Government for other criminal investigations.

EMERGENCY/NON-EMERGENCY:
Not an emergency.

DEPARTMENTAL CLEARANCES:
Police Department

FINANCIAL IMPACT:

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

Fiscal Year: 2014-2015	Manpower Cost	Current Year	Future Years	TOTALS
Line Item Budget	$174,483.60			
Fed OT Reimbursement	$35,506.00			
Expense to City after Reimbursement	$138,977.60			

Fund(s): General Fund

Comments: The Feds cover the expense of fuel on the TFO's assigned vehicles. Further, when the feds depend on other city staff for federal investigations, they reimburse the city for those staffers' OT as well.

RECOMMENDATION:
I recommend approval of this contract renewal.

ALTERNATIVES:
Issue 30 day notice intending to terminate cooperative agreement.

LIST OF SUPPORTING DOCUMENTS:
DEA Agreement

PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Aransas Pass Police Department (hereinafter "APPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Corpus Christi, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The Corpus Christi Task Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the Corpus Christi, Texas, area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Corpus Christi Task Force, the APPD agrees to detail two (2) experienced officer(s) to the Corpus Christi Task Force for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The APPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The APPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Corpus Christi Task Force, DEA will assign nine (9) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and APPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items. If the APPD provides the Task Force Officer(s) with a vehicle, the DEA will pay for fuel.

6. During the period of assignment to the Corpus Christi Task Force, the APPD will remain responsible for establishing the salaries and benefits, including overtime, of the APPD officer(s)

assigned to the Task Force and for making all payments due them. DEA will, subject to availability of funds, reimburse the APPD for overtime payments made by it to the APPD officer(s) assigned to the Corpus Christi Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $17,753.00, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the APPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The APPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The APPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The APPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

10. The APPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The APPD agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The APPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the APPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by APPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Joseph M. Arabit
Special Agent in Charge

For the Aransas Pass Police Department:

_____ Date: 7-15-2016

Eric Blanchard
Chief of Police

Modification of
State and Local Task Force Agreement
Between
The Drug Enforcement Administration
Houston Field Division
And
Aransas Pass Police Department

Program Funded State and Local Task Force Agreement

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Aransas Pass Police Department. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 13, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

For the Drug Enforcement Administration:

_____ Date: _____

Joseph M. Arabit
Special Agent-in-Charge

For the Aransas Pass Police Department

_____ Date: 7-15-2016

Eric Blanchard
Chief of Police

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (Grantee = Agency)

Aransas Pass Police Department
600 W. Cleveland Avenue
Aransas Pass, Texas 78336

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

Eric J. Blanchard
Chief of Police

5. Signature

6. Date 7-15-2014

*U.S. Government Printing Office: 1996 - 405-037/40014

CITY OF ARANSAS PASS

AGENDA MEMORANDUM
First Reading Item for the City Council Meeting of [8/15/2016]
Second Reading Item for the City Council Meeting of [NA]

Date: Thursday, July 21, 2016

To: Sylvia Carrillo, City Manager

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

Agenda Item #:
Title: Police Department agreement with the State of Texas Plan of Operations Division for participation in the 1033 surplus program.

CAPTION:
Consider and act on approving the Mayor and Chief of Police to enter into an agreement with the Plan of Operations division for the State of Texas allowing police department participation in the excess Department of Defense (DOD) personal property transfer program (1033 Program).

PURPOSE:
Participation in the 1033 program provide will provide the police department with access to surplus government property, much of which is tailored for military and law enforcement use. The police department would use the property acquired for policing operations within the city.

BACKGROUND AND FINDINGS:
The 1033 program has been around for a while. Law enforcement agencies historically have relied on this program to supplement their law enforcement equipment needs. The program will give us access to armored vehicles, riot protective gear, firearms, etc. There are many items that will become available for our policing needs.

EMERGENCY/NON-EMERGENCY:
Not an emergency.

DEPARTMENTAL CLEARANCES:
Police Department
Legal (agreement)

RECOMMENDATION:
Staff recommends approval of this item.

ALTERNATIVES:
Deny participation.

LIST OF SUPPORTING DOCUMENTS:
1033 Program Agreement
Email Muniz (Brief overview of program)

CLEAR FORM

◉New
○Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*****This application must be updated and resubmitted within 30 days of any changes*****

○Federal ◉State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): _____

AGENCY: ARANSAS PASS POLICE DEPARTMENT

PHYSICAL ADDRESS (No P.O. Box): 600 Cleveland

CITY: ARANSAS PASS STATE: TX ZIP: 78336

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 27 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	MUNIZ, DAVID	DMUNIZ@ARANSASPASSTX.GOV	(361) 758-5224
SCREENER/POC #2	PERKINS, DAVID	DPERKINS@ARANASPASSTX.GOV	(361) 758-5224
SCREENER/POC #3	JONES, AARON	AJONES@ARANSASPASSTX.GOV	(361) 758-5224
SCREENER/POC #4	PEARCE, LYNN	LPEARCE@ARANSASPASSTX.GOV	(361) 758-5224
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC			

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY ERIC BLANCHARD **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES) _____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

_____
LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

ARANSAS PASS POLICE DEPARTMENT

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Aransas Pass Police Dept. , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Aransas Pass Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Aransas Pass Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Aransas Pass Police Department must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

   a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

   b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

4) LESO Program files must be segregated from all other records.

5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

ERIC BLANCHARD
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature Date (MM/DD/YYYY)

Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature Date (MM/DD/YYYY)

City of Aransas Pass Email

Blanchard, Eric <eblanchard@aransaspasstx.gov>

1033 Program

Muniz, David <dmuniz@aransaspasstx.gov> Sun, Jul 10, 2016 at 11:34 PM
To: Eric Blanchard <eblanchard@aransaspasstx.gov>

Chief after attending the training in Austin this program will be very beneficial for our department. There are a couple of things I want to make you aware of. There are some pieces of equipment that our department will never get to keep. Some of these pieces of property include vehicles larger than a truck, weapons and some controlled items (I.E riot batons, riot shields). We will be responsible for returning the items to a depot where we obtained the property originally from. So lets say we obtain a Humvee when we are done with it we can either transfer the humvee to another agency who is in the program or we have to return the humvee back to the base at our cost.

However if we get property such as a washer/dryer after a year it belongs to the police department. So if you want to sell it or give it to another department within the city you can do that. We can even obtain Commercial grade refrigerators for preservation of evidence such as blood samples.

Also we are not allowed to obtain equipment for other departments within the city. So we cannot obtain dump trucks for public works or fire equipment for the fire department. All the equipment we obtain has to be for the police department. There is a program very similar to the 1033 but for fire fighters.

The nearest locations we have to go obtain property are San Antonio and Corpus. We can either go in person to obtain the property or have a shipping company such as UPS go obtain the property and ship it to us which will include shipping fees.

Hopefully once the mayor can sign the document and we can submit to state/federal for approval in a months time we can start obtaining free equipment. There are even branches of the government that will ship stuff to you for free. A supervisor from Houston PD was at training as a speaker and he showed us several pieces of equipment he got for free which were in either new condition or gently used. Some of the equipment included rolling Mac tool chest with new tools inside, washer/dryer for their gym, commercial grade refrigerator which was fairly new, 40 microwaves, binoculars, new chairs, computers monitors, welders, zodiacs, new portable generators and gym equipment. All I have to do is have a decent justification of why we need the equipment.

There is of course alot more to this program but giving you a little bit of info so you get a basic idea about this program.

If you have any questions feel free to ask.

Aransas Pass
Fire Department

William Cox - MPA, FSCEO
600 West Cleveland
Aransas Pass, Texas 78336
(361) 758-2086

Memorandum

To: Sylvia Carrillo, City Manager
From: William Cox, Fire Chief
Date: August 01, 2016
RE: Monthly Report for Council

Total responses for 2016	**325**
Total responses for date range 06/01 – 07/31	**97**
Calendar year 2015 incident response – total	361
Projected incident response for calendar year-end 2016	557 (+54.3%)
Heat map for incident location(s) attached - for date range	
Business occupancies added to ERS - total	**190**
Annual fire inspections completed - for date range	**20**
Fire inspection(s) of city facilities underway	
Total hours of certificate training - for date range	**275.5**
Total hours of 'in-house' training - for date range	**>32**
Two (2) classes offered to outside departments	
Fire hydrants indexed - total	**415**
Fire hydrants flow tested - for date range	**359**
Fire hydrants out-of-service - total	**21**

Annual in-city hydrant testing complete
Hydrant maintenance program initiated
Indexing and testing for hydrants inside AHJ started. YTD 41 completed

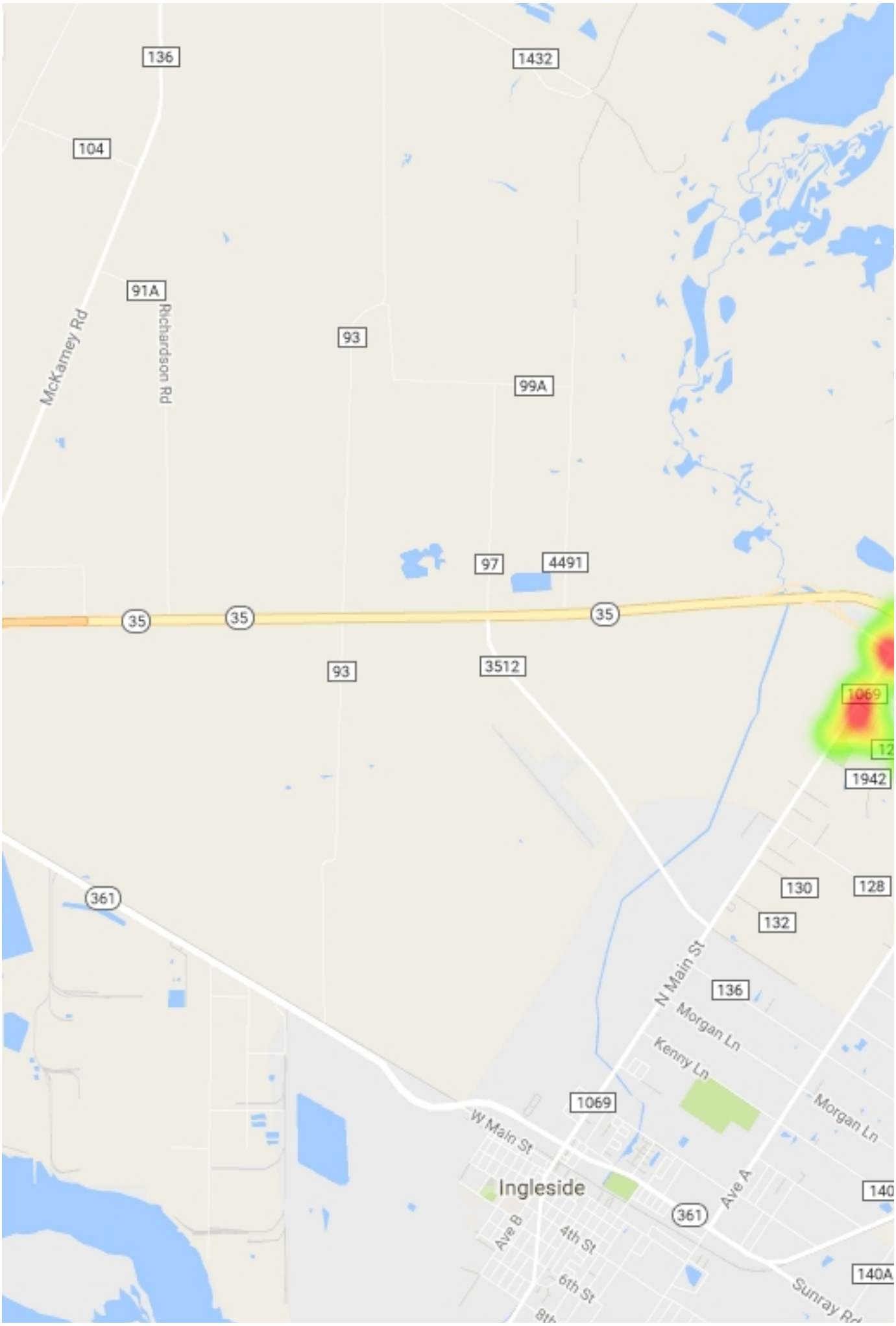
Injuries - for date range	**0**
Near-miss reports – for date range	**0**

Grant Money Received:

HB2604 - Driving training	**$4,900**
HB2604 – Texas Fire Chiefs Academy	**$625**
HB2604 – Plans Examiner	**$1,250**

Grants – Submitted:

Helping Heroes – MSA G1 air packs (2)	$11,000
TIFMAS – 3,000 gallon water tender (90:10 grant)	$200,000
HB2604 – Fire Inspector I & II (approved)	**$1,800**


136
1432
104
91A
McKamey Rd
Richardson Rd
93
99A
97
4491
35
35
35
93
3512
1069
1942
361
130
128
132
N Main St
136
Morgan Ln
Kenny Ln
1069
W Main St
Morgan Ln
Ingleside
Ave A
361
Ave B
4th St
6th St
140A
Sunray Rd

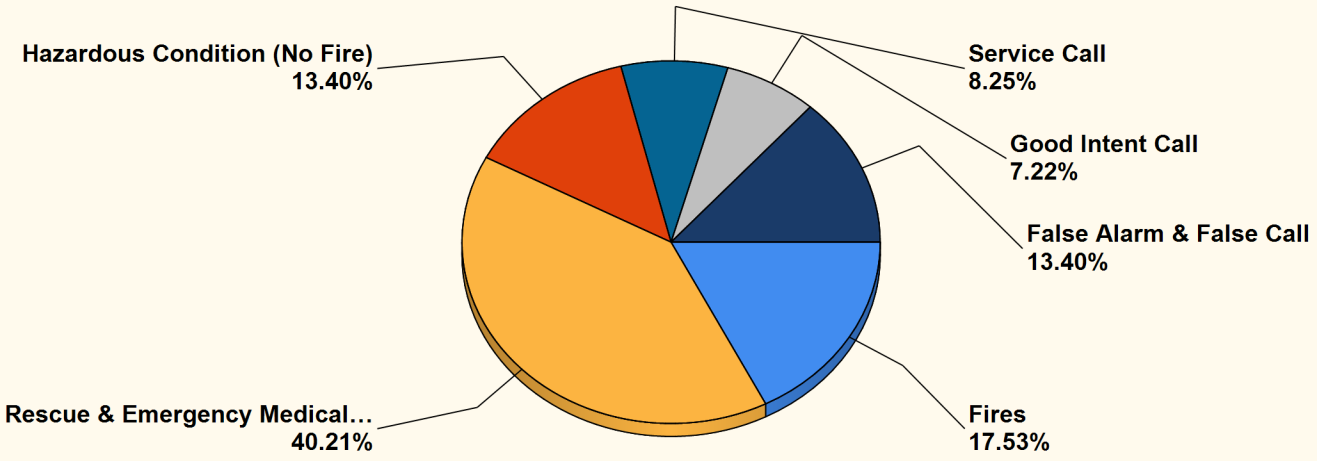
Aransas Pass Fire Department

Aransas Pass, TX

This report was generated on 8/1/2016 10:15:49 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2016 | End Date: 07/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	17	17.53%
Rescue & Emergency Medical Service	39	40.21%
Hazardous Condition (No Fire)	13	13.40%
Service Call	8	8.25%
Good Intent Call	7	7.22%
False Alarm & False Call	13	13.40%
TOTAL	97	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
100 - Fire, other	1	1.03%
118 - Trash or rubbish fire, contained	1	1.03%
122 - Fire in motor home, camper, recreational vehicle	1	1.03%
131 - Passenger vehicle fire	1	1.03%
140 - Natural vegetation fire, other	1	1.03%
142 - Brush or brush-and-grass mixture fire	5	5.15%
143 - Grass fire	7	7.22%
311 - Medical assist, assist EMS crew	26	26.80%
320 - Emergency medical service, other	1	1.03%
322 - Motor vehicle accident with injuries	4	4.12%
324 - Motor vehicle accident with no injuries.	5	5.15%
331 - Lock-in (if lock out , use 511)	2	2.06%
352 - Extrication of victim(s) from vehicle	1	1.03%
411 - Gasoline or other flammable liquid spill	1	1.03%
412 - Gas leak (natural gas or LPG)	4	4.12%
413 - Oil or other combustible liquid spill	1	1.03%
422 - Chemical spill or leak	1	1.03%
440 - Electrical wiring/equipment problem, other	1	1.03%
444 - Power line down	1	1.03%
463 - Vehicle accident, general cleanup	4	4.12%
511 - Lock-out	4	4.12%
550 - Public service assistance, other	1	1.03%
551 - Assist police or other governmental agency	2	2.06%
552 - Police matter	1	1.03%
611 - Dispatched & cancelled en route	4	4.12%
631 - Authorized controlled burning	1	1.03%
651 - Smoke scare, odor of smoke	1	1.03%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.03%
700 - False alarm or false call, other	9	9.28%
733 - Smoke detector activation due to malfunction	1	1.03%
735 - Alarm system sounded due to malfunction	1	1.03%
745 - Alarm system activation, no fire - unintentional	2	2.06%
TOTAL INCIDENTS:	**97**	**100.00%**

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Aransas Pass Fire Department

Aransas Pass, TX

This report was generated on 8/2/2016 1:14:01 PM

Code Hours Summary per Training Code For Date Range
Training Code(s): All Training Codes | Start Date: 06/01/2016 | End Date: 07/31/2016

Total Training Hours By Code	
Total Hours for Training Code: Company Officer	76:00
Total Hours for Training Code: Fire Protection Systems	72:00
Total Hours for Training Code: Rapid Intervention Team	238:00
Total Hours for Training Code: Water Rescue	27:00

Totals for all selected Training Codes 6/1/2016 - 7/31/2016	41 personnel	413:00

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code.