



COUNCIL PACKET
January 18, 2016



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ARANSAS PASS CITY HALL
600 W. CLEVELAND BLVD., ARANSAS PASS, TEXAS
JANUARY 18, 2016 • 7:00 P.M.

1. Mayor Adan Chapa to call meeting to order.
2. Invocation and Pledge of Allegiance to the United States Flag.
3. PRESENTATIONS/PROCLAMATIONS:
 - a. Recognition of Eagle Scout Joshua Shawn Cobern
 - b. Employee Recognition – JP Gonzales
 - c. Presentation by Aransas Pass Chamber of Commerce – Shrimporee, Rosemary Vega.
 - d. Presentation on Master Plan Approach – LJA Engineering, Inc.
4. BOARD AND COMMISSION APPOINTMENTS: (None)
5. CITIZENS COMMENTS. PLEASE LIMIT PRESENTATIONS TO THREE MINUTES. A recording is made of the meeting; therefore, please speak into the microphone located at the podium and state your name and address.
6. CONSENT AGENDA - *All of the following items on the Consent Agenda are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*
 - a. Special Meeting Minutes of December 14, 2015 and Regular Meeting of January 4, 2016.
7. CONSIDER AND ACT ON CITY MANAGER ITEM(S):
 - a. Consider and Act on awarding RFP for the City of Aransas Pass Official Newspaper.
 - b. Consider and Act on an Engineering Services Agreement and Professional Services Agreement with LJA Engineering, Inc. for Bay Street Engineering Improvements in the amount of \$90,980.
 - c. Consider and Act on request from Aransas Pass Little League in the amount of \$5,000.
 - d. Consider and Act on approving Ordinance No. 2016-4137, Ordinance of the City of Aransas Pass adopting Flood Damage Prevention Regulations as prescribed in the Flood Control Insurance Act, Texas Water Code, Section 16.315; and providing for an effective date.

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

- a. Consider and Act on request of \$500 for Easter Egg Hunt.

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

Building Department

Public Works

- a. Consider and Act on approving agreement with Texas Department of Transportation (TxDOT) for RTK Network Use.

Planning

10. **CONSIDER AND ACT ON FINANCE ITEM(S): (None)**

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

Police

- a. Consider and Act on approving revisions to the City Code of Ordinances, Part II, Chapter 28, Article V, Sections 28-90 through 28-100.
- b. Consider and Act to approve a new agreement between the Aransas Pass Police Department and Connections in Portland, Texas for YPU.
- c. Consider and Act on Memorandum of Understanding between the City of Aransas Pass Police Department and the Texas Transportation Commission.

Fire

EMS

Harbor

Emergency Management

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

- a. Consider and Act on accepting the Verizon quote for PRI telephone service.

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

- a. Public hearing on amending the City of Aransas Pass Zoning Ordinance, Part III, Section 12, Off-Street Parking Requirements, Subsections 110 and 501 by modifying the standard parking space and loading space requirements.
- b. Consider and Act on amending Ordinance No. 1308, Zoning Ordinance, by amending Part III, Section 12, Off-Street Parking Requirements, by amending the dimensions of a parking stall and the off-street loading space; providing for a repealer clause and an effective date.

Planning Commission's Recommendation: Approval of the proposed text amendment with the exception that the parking stalls *remain* at 10 feet by 20 feet.

Planning Staff's Recommendation: Approval of the proposed text amendment to include that parking stalls be 9 feet by 18 feet; *Differing from Planning Commission recommendation.*

- c. Public hearing on application for Re-Plat of the City of Aransas Pass for the property described as 10.405 acres of land embracing the north one-half of Farm Lot 5, and all of Farm Lots 3 and 4, Land Block 209, Burton and Danforth Subdivision, San Patricio County, Texas.
- d. Consider and Act on approving the application for Replat of the City of Aransas Pass for the property described as 10.405 acres of land embracing the north one-half of Farm Lot 5, and all of Farm Lots 3 and 4, Land Block 209, Burton and Danforth Subdivision, San Patricio County, Texas.
- e. Public hearing on amending the City of Aransas Pass Zoning Ordinance, Section 10, Subsection 300 by defining manufactured home, mobile home and modular home uses.
- f. Consider and Act on amending Ordinance No. 1308, Zoning Ordinance, by amending Part II, Section 10, Subsection 300, Definitions and Explanations applicable to use schedule; providing for a repealer clause and an effective date.

14. CITY MANAGER UPDATE(S):

- a. My AP, Phase 1 Complete

15. DEPARTMENT UPDATE(S):

- a. Police Department Stats for December 2015.

16. EXECUTIVE SESSION(S):

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

- a. Section 551.071 – Consultation with City Attorney: Annexation Matters.

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

- a. Section 551.071 – Consultation with City Attorney: Annexation Matters.

ADJOURNMENT

I certify that the above notice of meeting was posted at the Aransas Pass City Hall located at 600 W. Cleveland Blvd., Aransas Pass, Texas on January 15, 2016, at 11:45 am



Mary Juarez
City Secretary

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

For the Council Meeting of January 18, 2016

Roll:

Present Yes/No (Y/N)

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

— Special Guests:

Certified:

City Secretary

ITEM 2

INVOCATION BY: (Name), _____
(Title) _____

PLEDGE OF ALLEGIANCE: (Name) _____
(Title) _____



December 14, 2015

City of Aransas Pass
Attn: Sylvia Carrillo
PO BOX 2000
Aransas Pass, TX 78336

Dear Mayor Chapa, Councilman Hyatt, Scruggs, Ellis, Abrego and City Manager Sylvia Carrillo,

For more than 67 years the Shrimporee has been a celebration of the ties Aransas Pass had with the fishing and shrimping industry. Over that period of time, the Chamber of Commerce and the City of Aransas Pass have partnered together in planning and organizing this very successful event.

We continue seeking your support and partnership of Shrimporee by granting us permission to use the Community Park aka "Shrimporee Grounds" and an allowance in your budget for the assistance of police protection. In past years we have also asked for an allowance in the City's budget for Public Works. Last year we were granted allowances for both departments but decided not to submit cost related to wages incurred by Public Works. A successful event allowed the Chamber the opportunity to show our appreciation for the City's support, by taking on that cost. Shrimporee is progressively gaining momentum and becoming larger every year. This event has a major impact on our community bringing in much needed revenues for hotels, restaurant and retail stores along with opportunities for our local nonprofits to provide scholarships for our youth and continue their humanitarian and community projects..

The Chamber is also asking to be added as an additional insured on the City's general liability policy as done in previous years. Additionally, the Chamber of Commerce carries general liability insurance making sure to include the City of Aransas Pass as "additional insured."

Shrimporee is a joint effort of citizens, business and professional leaders, in addition to hundreds of volunteers who come together to promote the first class community that Aransas Pass is. Shrimporee has played such a major role in the community and continues to be so very important to so many people.

We would like to be able to have the Carnival open once again on Thursday evening prior to Shrimporee if approved. The Chamber will have 3 off-site parking lot/pick-ups & drop off areas and will be using motor coaches to transport people to and from the festival.

Thank you for your consideration of our requests. We truly appreciate the ongoing support we receive from the City of Aransas Pass and the positive relationship that has been built between us.

Kindest Regards,

Rosemary Vega, CEO
Aransas Pass Chamber of Commerce

Citizens Comments

Name:

Address:

Comment:

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

A Special Meeting of the Aransas Pass City Council was held on Monday, December 14, 2015 in the Aransas Pass Civic Center, 700 W. Wheeler Avenue, 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, Phillip Hyatt and Carrie Scruggs were present. Also present were City Manager Sylvia Carrillo and City Attorney Allen Lawrence.

1. CALL MEETING TO ORDER.

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

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

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

3. PROCLAMATIONS/PRESENTATIONS: (None)

4. BOARD AND COMMISSION APPOINTMENTS: (None)

5. CITIZEN COMMENTS.

Mayor Chapa referred to Citizen Comments.

Brent Casey, 106 N. Cove Harbor Drive, referred to comments made at first annexation public hearing regarding annexation plans by the City of Rockport and read a statement.

Charles Pentland, 957 N. Whitney Street, stated he is a Vietnam veteran; spoke of concerns with building permits for citizens that live on Caliche Road, maintenance of the streets, and allowing citizens to building a smaller and affordable house.

6. PUBLIC HEARING - ANNEXATION

Mayor Chapa referred to Item No. 6a.

- a. Second Public Hearing with possible directive to staff to prepare an Ordinance and/or associated documents required to enact annexation of area East of F.M. Highway 1069 and North of State Highway 35 Bypass, Aransas Pass, Texas.

City Attorney Lawrence stated that this is the second public hearing on the proposed annexation of the area East of F.M. Highway 1069 and North of State Highway 35 Bypass.

Johnny Perales, LNV Engineering, referred to a satellite image of a map depicting the boundary lines of the proposed annexation. City Attorney Lawrence declared the public

hearing open.

Daniel Jimenez, 140 N. Arch, distributed a copy of a petition that was circulated on the proposed zoning of the area which was circulated subject to Section 19 of the Zoning Ordinance, and stated that they also submitted 48 letters of protest.

Brent Casey, spoke of Texas law requirements for municipal annexations and referred to the distribution of service plan; commented on the hours of operation for Tri-County EMS, number of ambulances, and the requirements of EMTs; requested that the Mayor cease the meeting per violation of Texas law.

Helen Mary Hagel, 408 Payne, spoke in opposition to the proposed annexation due to proposed zoning and lack of sewer in the near future; and distributed material to the council from the Texas Local Government Code regarding annexation.

Cherrie Nelson, 210 Mesquite Circle, stated that she is not within the proposed annexation area, but spoke of concerns regarding water fees, and sewer for the future.

Brent Casey, 106 N. Cove Harbor Drive, spoke of length of time required to provide services and referred to Section 43.056 of the Texas Local Government Code; rezoning map provided and zoning for the proposed annexation area.

David Risley, 406 Payne Avenue, spoke of concerns with annexation requirements for Colonias.

Citizen, 2573 Bentwood Lane, spoke in opposition to the proposed annexation.

Helen Mary Hagel, 408 Payne, stated she purchased property 35 years ago and since then the Bypass has developed close to Hwy. 35 putting her property close to development; discussed the value of property; and added that sewer is important.

Daniel Jimenez, spoke of concerns with water being extended to citizens in the proposed annexation area; and future capital development plan for the area.

Paul Harrison, 2034 Hwy. 35 Bypass, stated that there are citizens within the City that have not been provided services and spoke of concerns with providing services to citizens outside the city limits; commented on length of time to receive city services; and concerns of service contract between the citizens and the city.

Brent Casey, spoke of service plan provided by the city; asked about the reasons for annexation; and ISO rating.

Daniel Jimenez, 140 N. Arch, spoke of concerns with notification and service plan, and proposed zoning for the area.

Charles Anderson, 409 Payne, spoke in opposition to proposed annexation and asked to give citizens more time to prepare for the annexation.

Henry Timon, 5701 Hwy. 1069 North, stated that they are proposing an RV Park for about an year and a half in the area and asked about what potential problems they would have if the City annexes the area; spoke in opposition to annexation and asked Council to focus on Harbor.

After no further comments by the citizens, City Attorney Lawrence declared the public hearing closed.

Mr. Lawrence stated that Council needs to direct staff, if it is the council's pleasure, to prepare an ordinance and associated documents for presentation to the council at the next council meeting of January 4, 2016 for council consideration on whether to proceed with the annexation or not.

A motion was made by Council Member Ellis to direct staff to prepare an ordinance and associated documents for the Council's consideration of the proposed annexation for January 4, 2016, seconded by Mayor Pro Tem Hyatt, and the motion carried.

7. CONSENT AGENDA

Mayor Chapa referred to the Consent Agenda, Items 7a and 7b.

- a. Approval of Special Meeting of November 30, 2015.
- b. Ordinance No. 2015-4135, Ordinance of the City of Aransas Pass, Texas, amending Section 19-5-16(a) of the Code of Ordinances regarding Alcoholic Beverages in public parks; providing a repealer clause; and an effective date.

A motion was made by Mayor Pro Tem Hyatt to approve the consent agenda, seconded by Council Member Abrego, and the motion carried.

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

Mayor Chapa referred to City Manager Items 8a through 8c.

- a. Consider and Act on request from the Aransas Pass Civic Center to close office on Monday, December 21, 2015 through Wednesday, December 23, 2015.

City Manager Carrillo stated that civic center staff is on call during the holidays and these dates are typically slow, and that other city staff will have December 24 and December 25 off.

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

- b. Consider and Act on request from Rotary Aransas Pass in the amount of \$3,500 for the Early Act/First Knight Program.

City Manager Carrillo stated that the Early Act/First Knight is a Rotary sponsored event. She added that it is a six week program and teaches character building. Council Member

Abrego asked if there are funds available for this program, and Ms. Carrillo responded that it is a discretionary fund.

A motion was made by Council Member Abrego to grant the request of \$3,500 for the Early Act/First Night Program, seconded by Council Member Ellis, and the motion carried.

- c. Consider and Act on waiving SPCA water tap fees in the amount of \$900 tap fee and deposit of \$150, for a total of \$1,050.

City Manager Carrillo stated that SPCA is a non-profit group and they are in the process of building construction of their new facility at FM 1069 and they are requesting to have water tap fees waived.

A motion was made by Council Member Ellis to waive tap fees for SPCA in the amount of \$900 tap fee and deposit of \$150, for a total of \$1,050, seconded by Mayor Pro Tem Hyatt, and the motion carried; Mayor Chapa abstained.

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

There were no Community Enrichment items.

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

There were no Development Services items.

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

There were no Finance items.

12. CONSIDER AND ACT ON PUBLIC SAFETY ITEMS(S):

There were no Public Safety items.

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

There were no Information Technology items.

14. CITY MANAGER UPDATES:

City Manager Carrillo provided the Council with the following updates: a) Downtown Aransas Pass - stated that the Texas Downtown Association visited Aransas Pass and they are assisting with a comprehensive plan to revitalize the downtown area and the ability to apply for grants, 2) Disclosure of Interests Forms are available in the City Secretary's Office for council members when abstaining on agenda items; 3) Update on MyAP Map, Sections 2, 3 and 4 are next and will be posted on the city's website

15. DEPARTMENT UPDATES:

a. Police Department Statistics.

Police Chief Eric Blanchard provide a report on statistics for the month of November 2015. He discussed the number of traffic stops, citations issued, violations cited, arrests, juvenile detentions and code enforcement. In addition, he reported that in the month of November there were a total of two complaints, one internal and one external. Mr. Blanchard also discussed the highlights for the month of November for the Patrol Division, CID Division, Training Division, EMC Division and the Animal Control Division.

16. EXECUTIVE SESSION(S):

The meeting was recessed into Executive Session at 7:54 pm under the provisions of Section 551, Texas Government Code to discuss the authority of:

a. Section 551.071 – Consultation with City Attorney: Harbor Lease with Kohootz, LLC.

The Council returned from executive session at 8:10 pm.

a. Section 551.071 – Consultation with City Attorney: Harbor Lease with Kohootz, LLC

A motion was made by Mayor Pro Tem Hyatt to enter into a Harbor Lease with Kohootz, LLC, seconded by Council Member Ellis, and the motion carried.

17. ADJOURNMENT:

There being no further business to come before the Council, Mayor Chapa adjourned the meeting at 8:11 pm.

Adan Chapa
Mayor

Mary Juarez
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, January 4, 2016 in the Aransas Pass Civic Center, 700 W. Wheeler Avenue, 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, Phillip Hyatt were present. Carrie Scruggs was absent. Also present were City Manager Sylvia Carrillo and City Attorney Allen Lawrence.

1. CALL MEETING TO ORDER.

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

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

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

3. PROCLAMATIONS/PRESENTATIONS:

a. City of Aransas Pass – Year-End Review

City Manager Carrillo played a video highlighting the 2015 “A Year in Review” for the City of Aransas Pass. Some of the projects reviewed included improvements to the water system and upgrades; hike and bike trails; water and sewer improvements; recycling center of Aransas Pass; re-zoning of over 290 acres of land; water and sewer improvements to Highland and Johnson area; future work in the Rhoades and Beasley area; water extensions on FM 1069 and FM 2725; the completion of above ground and elevates storage water tank repair; adopting of the Fair Housing Standards; new park dedication; July 4th, Fall Feast and Christmas Shoe events.

4. BOARD AND COMMISSION APPOINTMENTS: (None)

5. CITIZEN COMMENTS.

Mayor Chapa referred to Citizen Comments.

Charles Anderson, 409 Payne, spoke in opposition to the annexation.

Amelia Segovia, spoke in opposition to the annexation.

Daniel Jimenez, 140 N. Arch, spoke in opposition to the annexation of the Sherwood Forest area.

Josh Cavallin, 5311 CR 114, 401 Payne, spoke in opposition to the proposed annexation.

Robyn Vogel, 1933 Sherwood Drive, spoke in opposition to the proposed annexation.

Eddie Guzman, 1244 4th Street, spoke in opposition to the proposed annexation.

Eric Kindervater, spoke in opposition to the proposed annexation; and thanked the Council for the naming of "Bill Haines Way".

Nancy Allen, 804 S. Commercial, stated that she is a candidate for San Patricio County, Precinct 4.

Steven Warren, 617 N. Houston, spoke in opposition to the proposed annexation, and stated that the city needs to focus on issues within the city, i.e. mowing.

James Redmand, 701 S. Lamont, stated that he is concerned that renaming Allen Street to Bill Haines Way will remove the original history of Allen Street, and Ms. Carrillo responded that the street is not being renamed, but rather an extension of Allen Street will be named "Bill Haines Way".

Brent Casey, offered an expression of freedom.

6. **PUBLIC HEARING.**

Mayor Chapa referred to Item No. 6a.

- a. First Public Hearing on annexation of area along F.M. Highway 2725, south of the existing City limits of Aransas Pass, Texas.

City Attorney Lawrence declared the public hearing open and described the annexation area along F.M. Highway 2725, south of the existing City limits of Aransas Pass, Texas.

Johnny Perales, Engineer, LNV Engineering, Inc. referred to a map and depicted the area being proposed for annexation and discussed the boundary lines. He added that there is some residential and highly industrial and that the area being proposed for annexation falls within the limits of the exempt process. Mr. Perales then discussed the municipal service plan.

Mayor Chapa called for comments from the audience.

Tim Jolly, 1862 FM 2725, spoke in opposition to the annexation and asked the council to consider excluding the industrial area.

Eddie Guzman, 1244 4th Street, stated that he is not in the industrial area and asked about taxes to the City of Aransas Pass and inquired what services he will receive for being annexed.

James Redmand, 701 S. Lamont, inquired on the area being proposed for annexation and the county jurisdiction lines.

John Garrett, Garrett Construction, spoke in opposition to the proposed annexation and the taxes to be paid to the City of Aransas Pass.

Amelia Segovia, stated she owns an RV Park and is concerned that if annexed, will the permit be extended and will she be allowed to continue.

Pete Salgo, 2280 FM 2725, spoke in opposition to the proposed annexation.

Clarissa Owens, 401 Payne, asked if the proposed annexation area was going to be re-zoned R16, and Ms. Carrillo responded that zoning had not been established.

Jane Helm, 802 Sunray Road, representative for Sunray Terminal, spoke in opposition to the proposed annexation, and concerns with industry being annexed and receiving water.

Unidentified Citizen, spoke in opposition to the proposed annexation and stated that he did not receive mail notification of the proposed annexation and requested that the process be explained. Mr. Perales provided a brief explanation of the annexation process.

Pete Salgo, 2280 FM 2725, spoke in opposition of the annexation and asked when the Council will vote on the annexation.

Amelia Segovia, spoke of concerns with re-zoning of the annexation area and when the Council will vote on the annexation.

City Attorney Lawrence asked for comments and there were none. Mr. Lawrence declared the public hearing closed.

7. CONSENT AGENDA

Mayor Chapa referred to the Consent Agenda, Item 7a.

a. Approval of Regular Meeting of December 7, 2015.

A motion was made by Mayor Pro Tem Hyatt to approve the consent agenda, seconded by Council Member Abrego, and the motion carried.

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

Mayor Chapa referred to City Manager Items 8a through 8d.

- a. Consider and Act on Administrative Service Agreement with ICMA Retirement Corporation.
- b. Consider and Act on FEMA Ordinance.
- c. Consider and Tax on Tax Resale of Lot 2, Block 239, West Gile.
- d. Consider and Act on Amendments to Service Agreements:

1. Approve Amendment No. 2 to transfer \$1,828 from Conn Brown Harbor Drainage Line Reroute to investigate Loss of Fill Redfish Bay Boat House for a revised total not to exceed \$5,672.
2. Approve Amendment No. 1 to transfer an additional fee of \$1,828 from Conn Brown Harbor Drainage Line Reroute for a revised total not to exceed ~~\$8,828~~ 6,828..
3. Approve Amendment No. 2 to authorize additional fee of \$5,000 in connection with Harbor Towne Preliminary Plat, for a revised total not to exceed \$15,000.
4. Approve Amendment No. 2 to authorize fee of \$50,000 in connection with the General Engineering Consultation Services, for a revised total not to exceed \$260,000.
5. Consider and Act on Engineering Services Agreement with LJA Engineering, Inc. for Drainage Study Concept – E. Stoddard Avenue, W. King Street, and Pompano Drive, Aransas Pass Texas in the amount of \$15,000.

City Manager Carrillo stated that Item 8a is to provide a personal retirement plan for employees beyond what is offered by the city. She added that in the TMRS system, employees contribute 6% of their annual salary to a retirement account.

City Manager Carrillo then referred to Item 8b and stated that this item refers to the maps that have been released by FEMA and that there is a February 1st date for adoption. She added that the city is going through the levee analysis to remove the seclusion areas on the proposed maps, but that the city must adopt the maps in order to participate in the National Flood Insurance Program.

City Manager Carrillo then referred to Item 8c and stated that this item is a tax resale of a property on West Gile for \$37,970, and that Aransas Pass would receive \$12,075.89.

Ms. Carrillo then referred to Item 8d and stated that these items, 1 through 5 relate to engineering services agreements with LJA and discussed each item. She informed the Council that the corrected amount for Item 2 is \$6,828.

A motion was made by Mayor Pro Tem Hyatt to approve Item 8d, 1 through 5, with a correction to Item 2 to reflect the amount of \$6,828, seconded by Council Member Ellis, and the motion carried.

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

There were no Community Enrichment items.

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

Mayor Chapa referred to Item 10a.

- a. Consider and Act on Ordinance No. 2016-4136, Ordinance annexing adjacent and contiguous territory to the City of Aransas Pass, Texas, and extending the boundary limits of the City of Aransas Pass, Texas so as to include the hereinafter described area within said City limits; pursuant to Article 43 of the Texas Local Government Code; finding that all necessary and required legal conditions have been satisfied; providing

that such area shall become part of the City and that the owners and inhabitants thereof shall be entitled to the rights and privileges of other citizens and be bound by the acts, ordinances, resolutions, and regulations, of the City of Aransas Pass, Texas now in effect and to be hereinafter adopted; providing a severability clause; adopting a service plan; and providing an effective date.

City Manager Carrillo stated that this is the ordinance adopting the annexation of Sherwood Forest area. Ms. Carrillo referred to a map depicting the area proposed to be annexed. She added that the golf course was a friendly annexation several years ago and is already within the city limits.

A motion was made by Council Member Ellis to approve Ordinance No. 2015-4136, seconded by Council Member Abrego, and the motion carried.

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

There were no Finance items.

12. CONSIDER AND ACT ON PUBLIC SAFETY ITEMS(S):

There were no Public Safety items.

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

There were no Information Technology items.

14. CITY MANAGER UPDATES:

There were no City Manager updates.

15. DEPARTMENT UPDATES:

There were no Police Department updates.

16. EXECUTIVE SESSION(S):

The meeting was recessed into Executive Session at 7:53 pm under the provisions of Section 551, Texas Government Code to discuss the authority of:

- a. Section 551.071 – Consultation with City Attorney: Contract with Cornerstone Lawn Service

The Council returned from executive session at 8:19 pm,

- a. Section 551.071 – Consultation with City Attorney: Contract with Cornerstone Lawn Service.

Mayor Chapa announced that no action would be taken on Item 16a.

17. **ADJOURNMENT:**

There being no further business to come before the Council, Mayor Chapa adjourned the meeting at 8:20 pm.

Adan Chapa
Mayor

Mary Juarez
City Secretary

Approved on: _____



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

City Council Meeting of January 18, 2016

Date: January 15, 2016

To: Mayor and City Council

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

Agenda Item #:7a

Title: Consider and Act on awarding an RFP for the City of Aransas Pass official newspaper

PURPOSE: The City of Aransas Pass has advertised for publication services using print media.

BACKGROUND AND FINDINGS: Texas statute requires notice of certain public proceedings, specifically zoning and zoning board of adjustment requests. The requirement is to advertise in a newspaper of "regional publication". While the RFP process would not preclude us from using an additional paper to ensure we get the word out on some important topics, it does give the local newspapers the ability to provide us with their best rates, thereby saving tax dollars.

Two local papers submitted a bid, The Aransas Pass Progress and the Coastal Bend Herald. The Herald bid was lower. See bid tabulation table below.

Criteria	HERALD	PROGRESS
Circulation in AP	554	All below in AP
Mailed Subscribers	1089	378
single copy	2600	909
Rates		
legal notice	5	8
word ad	0.2	legal .35 word / classified .25 word
display ad	5	8.25
classified ad	5	8.25
Legal (exhibit 1) 3col x 10.5	157.5	160 Prog - 4x5 legal display
Public Notice 3 col x 4.25	63.75	38.50 / 48 legal word/3 column x 3
Deadlines		
legal	Noon, Tuesday	Noon, Tuesday
word	Noon, Tuesday	Noon, Tuesday
display	Noon, Tuesday	5 p.m. Monday
classified	Noon, Tuesday	5 p.m. Monday
Frequency	once weekly	once weekly

ALTERNATIVES:

Do not award the RFP

OTHER CONSIDERATIONS:

None

DEPARTMENTAL CLEARANCES:

City Manager, Finance Director

FINANCIAL IMPACT:

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: Funds are budgeted in the Development Services division in order to cover case expense.

RECOMMENDATION:

Staff recommends awarding the bid to the Herald.

LIST OF SUPPORTING DOCUMENTS:

Bid documents



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

City Council Meeting of January 18, 2016

Date: January 15, 2016
To: Mayor and City Council
From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item #:7b

Title: Consider and Act on an Engineering Services Agreement and Professional Services Agreement with LJA Engineering, Inc. for Bay Street Engineering Improvements in the amount of \$90,980

PURPOSE: To award an engineering contract to review and resolve the drainage issue located on Bay Street as part of the overall flood map area.

BACKGROUND AND FINDINGS: The flood barrier protection or levee is located along Bay Street. This area has become prone to severe flooding threatening area homes. The area has been inspected by underwater divers and preliminary engineering studies to isolate the flood area. This amount would allow a permanent solution and preliminary design documents to be produced so that the council may identify potential funding sources in the future to make the necessary repairs.

ALTERNATIVES:

Do not award the contract

OTHER CONSIDERATIONS:

None

DEPARTMENTAL CLEARANCES:

City Manager, Finance Director

FINANCIAL IMPACT:

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: A portion of the fee would be paid by the drainage district funds, while the remaining would be paid via bond savings.

RECOMMENDATION:

Staff recommends awarding the contract.

LIST OF SUPPORTING DOCUMENTS:

None



820 Buffalo Street
Corpus Christi, Texas 78401
TBPE № F-1386

Phone 361.887.8851
Fax 361.887.8855
www.ljaengineering.com
TBPLS № 10016600

January 4, 2016

City of Aransas Pass
P.O. Box 2000
Aransas Pass, TX 78335

Attn: Sylvia Carrillo
City Manager

Re: Engineering Services Agreement Between
City of Aransas Pass and LJA Engineering, Inc.
Bay Street Drainage Improvements – Aransas Pass, TX
LJA Project No. 14029-3

Dear Ms. Carrillo:

We are pleased to submit this Engineering Services Proposal between LJA Engineering, Inc. (the “Engineer”) and City of Aransas Pass (the “Client”) for Bay Street Drainage Improvements in Aransas Pass, Texas (the “Project”).

The City of Aransas Pass is requesting LJA to provide design storm water surface drainage along a portion of Bay Street. LJA will review existing record information to determine the existing storm sewer system along the subject locations, perform a topographic survey, and perform a hydraulic analysis of the storm sewer system related to the drainage areas served by the current storm systems. LJA will then assist the City with the Bidding Phase and Construction Phase of the project.

I. SURVEYING SERVICES - \$15,980

TOPOGRAPHIC SURVEY

1. Establish control points.
2. Survey along street at intervals of approx. 100 feet and break points.
3. Survey existing storm inlets, house corners and other visible surface structures along drainage easement.
4. Survey bulkhead elevation along drainage easement.

DRAINAGE EASEMENT VERIFICATION

1. Review recorded drawings of subdivision.
2. Field boundary verification along easements.
3. Survey bulkhead elevation along drainage easement.
4. Survey points to be included in construction drawings.

II. DESIGN PHASE - \$50,000

1. Consult with City and HOA to clarify requirements for project.
2. Research available record data provided by the City of Aransas Pass.
3. Determine rainfall intensity of the applicable drainage areas.

4. Determine runoff coefficients of applicable drainage areas.
5. Calculate peak runoff rate of applicable drainage areas.
6. Determine required sizing of each swale for applicable capacity.
7. Includes one meeting with City and HOA to discuss limits of construction after topographic survey and one review meeting with City.
8. Prepare Construction Drawings.
9. Prepare Contract Documents.
10. Prepare Opinion of Probable Construction Cost.

III. BID PHASE - \$5,000

1. Participate in Pre-Bid Conference.
2. Assist City in solicitation of bids.
3. Review questions and prepare addenda as needed.
4. Attend Bid Opening.
5. Analyze bids and prepare Bid Tabulation form.
6. Recommend award of contract.

IV. CONSTRUCTION PHASE - \$20,000 TIME AND MATERIAL ALLOWANCE

1. Participate in Pre-Construction meeting.
2. Review submittals for conformance to contract documents.
3. Make visits to site at the request of the City.
4. Assist in the preparation of Change Orders.
5. Attend punch list walkthrough with City staff and prepare punch list.
6. Attend final walkthrough with City staff.

EXCLUSIONS:

LJA has excluded the following services:

- Meetings with City, HOA, municipal, county, or navigational entities, other than described above.
- Meetings with utility companies and providers.
- USACE Permitting and Meetings.
- Surveying services other than described above.
- Landscaping design.
- RAS Review.
- Payment of any fees.
- Engineering Services not listed above.

PROVIDED BY CLIENT:

The Client shall provide the following:

- Access to project site, to include coordination with private property owners to access drainage easements.
- Record data of storm sewer systems and existing easements.

V. BASIS OF COMPENSATION

The above-described work will be completed as follows in accordance with the attached Professional Services Agreement (PSA).

9. **INSURANCE.** LJA will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and LJA's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. **PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients: It is understood and agreed that each Client on this Project is jointly and severally liable for payments to LJA for LJA's work under this Agreement and on the Project. If any Client on the Project fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and that they are obligating themselves to LJA for the additional (defaulted) portion of the Project. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

11. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. LJA agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize LJA to execute such documents as Client's agent. Client waives any claim against LJA and agrees to defend, indemnify, and hold LJA harmless from any claim or liability for injury or loss arising from LJA's discovery of unanticipated hazardous materials or suspected hazardous materials.

12. **INDEMNITY.** To the fullest extent permitted by law, LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the failure to adhere to the standard of care described in Part IV Paragraph 1 above of LJA, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless LJA from and against loss, liability, and damages sustained by LJA, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by LJA under this Agreement, or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include LJA as an indemnitee under any indemnification obligation to Client.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by LJA for specific Project assignments. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL LJA BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

14. **ACCESS.** Client shall provide LJA safe access to any premises necessary for LJA to provide the Services.

15. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 30-day period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

16. **AMENDMENT.** This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.

17. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

19. **DISPUTE RESOLUTION.** The parties shall attempt to settle disputes arising under this Agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including attorney's fees from the other party.

20. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

21. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

APPROVED FOR CLIENT

APPROVED FOR LJA ENGINEERING, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: D. SCOTT JONES
Title: OFFICE MANAGER
Date: 1-4-16



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of January 18, 2016

Date: January 15, 2016
To: Mayor and City Council
From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item #:7c

Title: Consider and Act on request from Aransas Pass Little League in the amount of \$5,000

PURPOSE: To assist the Little League in purchasing uniforms and necessary supplies in order to proceed with a 2016 season.

BACKGROUND AND FINDINGS: Recent criminal activity has resulted in the Aransas Pass Little League unable to provide the necessary supplies to begin a 2016 season. The city contribution would assist in purchasing uniforms, etc to ensure the children of Aransas Pass have a viable little league baseball season.

ALTERNATIVES:

Staff is recommending a direct payment of expenses to the vendors as opposed to a check payable directly to the Little League.

OTHER CONSIDERATIONS:

Accountability is needed to ensure this does not occur again. As the Little League operates on public property, staff is recommending an annual report be submitted as part of the annual request to utilize the fields.

DEPARTMENTAL CLEARANCES:

City Manager

FINANCIAL IMPACT:

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: It would be paid from Council Discretionary.

RECOMMENDATION:

LIST OF SUPPORTING DOCUMENTS:

None



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of January 18, 2016

Date: January 15, 2016
To: Mayor and City Council
From: Sylvia Carrillo, City Manager
scarrillo@aransaspasstx.gov

Agenda Item #:7d
Title: Consider and Act on approving FEMA Flood Maps

PURPOSE: To approve newly released flood maps in the Aransas County portion of the City of Aransas Pass.

BACKGROUND AND FINDINGS: The city participates in the National Flood Insurance Program (NFIP) and is required to adopt maps by ordinance and also standards for construction and review in these areas. The maps covering the Aransas County area are ready for adoption; maps covering Nueces and San Patricio are not and the city would remain on those older maps in those areas.

ALTERNATIVES:
None- Required to remain in the NFIP.

OTHER CONSIDERATIONS:
Areas of the City which were not previously required to be covered by Flood Insurance will now be required. Staff will hold open houses discussing the differences in the coming weeks.

DEPARTMENTAL CLEARANCES:

City Manager

FINANCIAL IMPACT:

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:

Approval of the maps as presented by FEMA.

LIST OF SUPPORTING DOCUMENTS:

FEMA Ordinance

ORDINANCE NO. 2016-4137

AN ORDINANCE OF THE CITY OF ARANSAS PASS ADOPTING FLOOD DAMAGE PREVENTION REGULATIONS AS PRESCRIBED IN THE FLOOD CONTROL INSURANCE ACT, TEXAS WATER CODE, SECTION 16.315; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I:

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Aransas Pass, Texas does ordain as follows:

SECTION B. FINDINGS OF FACT

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

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

SECTION C. STATEMENT OF PURPOSE

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

- (1) Protect human life and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

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

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the

water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

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

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

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

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

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

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

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

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

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

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

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

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

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

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

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed

(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

PRIMARY FRONTAL DUNE - means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

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

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SAND DUNES - mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

SPECIAL FLOOD HAZARD AREA - see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the

installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

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

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Aransas Pass.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Aransas County," dated August 29, 2014, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated February 1, 2016 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

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

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Code Enforcement Officer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental

agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include,

but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (B)(1);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 half acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of

variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

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

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

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

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

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

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

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

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

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C (1),

and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the

base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

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

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

SECTION F. COASTAL HIGH HAZARD AREAS

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as Coastal High Hazard Areas (Zones V1-30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting **all** provisions outlined in this ordinance, the following provisions must also apply:

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

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

(3) All new construction and substantial improvements shall be elevated on pilings and columns so that:

(i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;

(ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (3)(i) and (ii) of this Section.

(4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

(i) break-away wall collapse shall result from a water load less than that which would occur during the base flood; and

(ii) the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

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

(6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.

(7) **Manufactured Homes -**

Require that manufactured homes placed or substantially improved within Zone V1-30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (1) through (6) of this section **and** that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of Article 5, Section B(4) of this ordinance.

(8) Recreational Vehicles -

Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in Article 3, Section C of this ordinance and paragraphs (1) through (6) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION G. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION H. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Aransas Pass from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE II: EFFECTIVE DATE: This ordinance shall become effective immediately following publication as required by the city charter.

PASSED AND APPROVED January 18, 2016.

CITY OF ARANSAS PASS, TEXAS

BY: Adan Chapa, Mayor

ATTEST:

Mary Juarez, Interim City Secretary

Approved as to legal form:

Allen S. Lawrence, Jr., City Attorney

SECTION I. CERTIFICATION OF ADOPTION

APPROVED: _____
(Adan Chapa, Mayor)

PASSED: _____
(Adoption Date)

ORDINANCE BECOMES EFFECTIVE: _____
(Effective Date)

I, the undersigned, City Secretary, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Aransas Pass, at a regular meeting duly convened on January 18, 2016

Mary Juarez, City Secretary

SEAL



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of January 18, 2016

Date: January 15, 2016
To: Sylvia Carrillo, City Manager
From: Sarah Lee, Community Enrichment

Agenda Item No.

Title: Consider and Act on request of \$500 for Easter Egg Hunt.

PURPOSE: Request to fund Easter Egg Hunt.

BACKGROUND AND FINDINGS:

The "Easter Egg Hunt" is a new event for the City. The event is tentatively scheduled for Saturday, March 26th from 1:00 pm to 3:00 pm at Community Park and will include an easter egg hunt, easter bunny, petting zoo and bouncy jump houses.

The cost for this event is \$1,500. Local businesses will be contributing \$1,000 in donations and we are requesting \$500 from the City. We hope to make this an annual event and build more memories with the citizens of Aransas Pass.

ALTERNATIVES:

Do not fund this event
Fund an alternate amount

CONFORMITY TO CITY POLICY:

EMERGENCY/NON-EMERGENCY:

DEPARTMENTAL CLEARANCES:

FINANCIAL IMPACT:

Operating

Revenue

Capital

Not applicable

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

Fund(s): **Council Discretionary**

Comments:

RECOMMENDATION:

Staff recommends funding this event.

LIST OF SUPPORTING DOCUMENTS:



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
City Council Meeting of January 18, 2016

Date: January 11, 2016

To: Sylvia Carrillo, City Manager

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

Agenda Item #: 9a

Title: Consider and Act on approving agreement with Texas Department of Transportation (TxDot) for RTK Network use.

PURPOSE:

To provide satellite service for the Trimble GPS unit purchased by Public Works to survey and inventory City infrastructure.

BACKGROUND AND FINDINGS:

TxDot will allow the City free access to their real time kinematic (RTK) network to use with the GPS unit purchased to survey City infrastructure. TxDot will allow the City to use their network since City will be surveying infrastructure in or around TxDot rights-of-way. TxDot's only request is that we provide any survey information within their rights-of-way to them if needed.

ALTERNATIVES:

Do not approve agreement which may render the Trimble unit inoperable.

OTHER CONSIDERATIONS:

None

CONFORMITY TO CITY POLICY:

This conforms to the general city policy.

EMERGENCY/NON-EMERGENCY:

Non-emergency.

DEPARTMENTAL CLEARANCES:

City Council, City Manager, Finance

FINANCIAL IMPACT:

Operating Revenue Capital Not applicable

Fiscal Year: 2015-2016	Project to Date Expenditures (CIP only)	Current Year	Future Years	TOTALS
Line Item Budget: Supplies-Minor Tools		\$46,200.00		
Encumbered/ Expended Amount		\$35,259.67		
This item		\$0.00		
BALANCE		\$10,940.33		

Fund(s): 100-650-5066

Comments: Access Fee \$0.00

RECOMMENDATION:

Staff recommends approval of agreement

LIST OF SUPPORTING DOCUMENTS:



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of [1/18/2016]
Second Reading Item for the City Council Meeting of [2/1/2016]

Date: January 15, 2016
To: Sylvia Carrillo, City Manager
From: Chief Eric Blanchard
chief@ap-police.com

Agenda Item #: 11a

Title: Wrecker Ordinance updates

CAPTION:

Consider and act on approving revisions to the Aransas Pass Municipal Code Part II, Chapter 28, Article 5, sections 28-90 through 28-100 with an effective date of 4/1/2016.

PURPOSE:

The goal of these modifications is to reinstate free enterprise for wrecker businesses desiring to do business within the City Limits while maintaining responsible service and charges to the customer.

BACKGROUND AND FINDINGS:

The City has grappled with several issues related to our current wrecker ordinance. Those issues stem from overpriced wrecker fees, regulated degradation of free enterprise, excess waste in City staff time, and a relaxed adherence to TDLR rules and regulations by current wrecker services on the City rotational list.

The City proposes the following summarized modifications to assist on correcting these areas of concern. We propose these modifications first before considering any regulation on the fees charged by wrecker services, like so many other communities in Texas:

1. All wreckers to be used by the City (most of which are non-consent tows) must adhere to the new ordinance, save for limited times when specialized wrecker services are required but not offered by a City permittee.
2. Imposition and enforcement of annual \$50.00 permit for all non-consent tow services used by the City.
3. Establish minimal requirements in order to be permitted, and codify State Law and TDLR rules as part of those requirements.
4. Require tow equipment not otherwise mandated by law but that which is typically required during non-consent tows.
5. Institute a 20 minute response time requirement.
6. Neither the wrecker service nor VSF need to be located within the City Limits, and a wrecker service may contract VSF services through another company.
7. Fencing requirements are reduced to the State requirement when the VSF is located outside the City Limits of Aransas Pass.

ALTERNATIVES:

Sustain status quo.

EMERGENCY/NON-EMERGENCY:

Urgent, but not an emergency.

DEPARTMENTAL CLEARANCES:

Code enforcement,
Legal,
City Manager,
Finance,

FINANCIAL IMPACT:

+/- \$2,150 annual revenue to the General Fund.

RECOMMENDATION:

Staff recommends adoption of the modified ordinances.

LIST OF SUPPORTING DOCUMENTS:

Marked-up ordinances,
Communication between wrecker services and City staff.

ARTICLE V. - WRECKER SERVICE

Sec. 28-90. - Applicability.

Unless circumstances require otherwise, the provisions of this article will apply to all wreckers called on to transport vehicles on behalf of the City of Aransas Pass, its agents, or police officers.

Commented [CEB1]: In general, all wreckers called upon by the City will need to fall under this ordinance. However, there are times a specialized wrecker service may be required. (Example: Big Rig Tows)

(Ord. No. 3242, § 1, 9-16-85)

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Sec. 28-91. - Permit requirements.

It shall be unlawful for any person, firm, corporation, or partnership to drive or operate, or cause to be driven or operated, any auto wrecker for the purpose of transporting a disabled or impounded vehicle on the streets of the city in response to a request by the City of Aransas Pass or police department without an auto wrecker permit issued under the provisions of this article.

Commented [CEB2]: Exemption from the permit does not apply to services providing non-consent tows or storage for non-consent tows.

Auto wreckers and or vehicle storage facilities owned and operated by a governmental entity or performing consent tows only are exempt.

The chief of police shall issue auto wrecker permits. Permits shall expire one (1) year from the date of issue. A permit fee of fifty dollars (\$50.00) shall be required at the time of original issuance and each renewal.

Auto wrecker permits are nonassignable and may be suspended or revoked by the chief of police or his designated agent if it appears that the permittee, his agent or employee, has violated or failed to comply with any provisions of this ordinance or any applicable state or federal regulation or statute.

All wreckers operating for the city shall maintain a currently issued permit from the chief of police or his designated agent. Permits will be issued for periods of one year and will be subject at all times to the regulations and standards set forth in this article.

(Ord. No. 3242, § 1, 9-16-85)

Sec. 28-92. - Minimum standards.

A. Applicants for an auto wrecker permit shall provide the following documents at the time of original application and at each renewal:

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1. Current Texas vehicle storage facility license (VSF).
2. Current Texas license and receipt for the auto wrecker to be permitted.
3. Current Texas tow truck registration cab card.
4. Current liability insurance for the auto wrecker to be permitted in the amounts established by Texas Department of Licensing and Regulation and the Texas Occupations Code Chapter 2308.
5. A certificate of insurance listing the City of Aransas Pass as an additional insured for each required policy.

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B. All auto wreckers shall meet the following requirements:

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1. Must fall in one of the following categories:

a. Category A Wrecker:

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1. A manufacturer's gross vehicle weight rating of not less than 15,000 pounds, as reflected on the manufacturer's certificate. A tow sling or hydraulic lift sufficient to prevent damage to any vehicle being towed.
 2. Be equipped with a power winch, winch line, and or boom, with a factory-rated lifting capacity of not less than eight thousand (8,000) pounds, single-line capacity. If a hydraulic wheel lift is installed, it must have a factory-rated capacity of not less than three thousand five hundred (3,500) pounds.
- b. Category B Wrecker:
1. A manufacturer's gross vehicle weight rating of not less than twenty-six thousand (26,000) pounds.
 2. Be equipped with a power operated winch, winch line, and boom with a factory-rated lifting capacity of not less than thirty-five thousand (35,000) pounds, single- or double-line capacity.
2. Each auto wrecker and the equipment thereon shall be in good mechanical condition and shall comply with all applicable city ordinances and state laws.
 3. Each auto wrecker at all times shall carry the following as standard equipment in good working order, except as otherwise noted:
 - a. A tow sling or hydraulic lift which is sufficient to prevent the swinging of any equipment being transported.
 - b. Steel safety chains for category B auto wreckers must be certified grade 70 or above.
 - c. One (1) ten-pound BC (or two (2) five-pound BC) fire extinguisher that is properly filled and located so that it is readily accessible for use.
 - d. Additional equipment required include one (1) crowbar, broom, flat edge shovel, three (3) portable red emergency reflectors, box or bucket for debris, rope or wire, spotlight or flashlight, one (1) set of operating tow lights, and two (2) wheel chocks.
 - e. Auto wrecker operator and employee shall wear appropriate safety gear and ANSI/ISEA approved high visibility safety vest. All operators and employees shall maintain a neat appearance while on duty.
 4. Each auto wrecker must be labeled in accordance with Chapter 86 of the Texas Department of Licensing and Regulation Administrative Rules.
 5. All auto wreckers shall have flashing or rotating overhead warning lights that are in good working order, with lenses free of oxidation, that rotate and are clearly visible during daylight hours, and in compliance with the applicable provisions of the Texas Transportation Code.
 6. If an auto wrecker is transporting a vehicle which does not have functioning lights, the auto wrecker driver must supply the towed vehicle with functioning lights. These lights must provide safe lighting of the towed vehicle. These lights, including turn signals, brake, and clearance lights, must be actuated by the auto wrecker.
 7. The owner and driver of each auto wrecker shall comply with all regulations governing auto wreckers contained in this article or any applicable laws of the City of Aransas Pass or the State of Texas.
 8. All auto wreckers must keep a current certificate of registration for tow truck service issued by the Texas Department of Licensing and Regulation, vehicle tag, motor vehicle inspection sticker, tow truck license displayed, and liability insurance certificate in the cab at all times. Said certificate of registration and insurance or a true and correct copy thereof

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must be provided by owner or any tow truck operator to the chief of police at any time upon request. The chief of police or his designee may inspect tow trucks at any time.

9. All permitted auto wrecker services must maintain a twenty (20) minute or less average response time, from the time dispatched by police department communications to the time arrived on scene. The average response time is determined by calculating the three five (35) previous service calls documented by the police department.

C. Storage facility requirements.

1. An auto wrecker rotation list permit shall be issued only to an approved wrecker owner who ha smaintains use of a properly zoned and approved vehicle storage facility (VSF) at its business address which meets the following requirements:
 - a. The storage area shall be completely enclosed with a privacy fence at least eight (8) feet in height when located within the City Limits of Aransas Pass, or as required by the zoning ordinance, or in accordance with TDLR regulations, whichever requirements are greater, and must include a gate which is locked at all times when the owner, an agent or employee is not at the storage area. The fence shall be continuously maintained in good condition.
 - b. The storage area shall have an all-weather surface such as concrete, asphalt, black-top, stone, macadam, limestone, iron ore, gravel, caliche, or shell that enables the safe and effective movement of stored vehicles upon all portions of the lot, both under their own power and under tow, at all times, regardless of prevailing weather conditions. The surface shall also be free of overgrown vegetation.
 - c. The storage area shall have a sign at the entrance which is clearly readable from the street setting out the name of the auto wrecker business, the street address, correct telephone number, and the hours vehicles will be released to vehicle owners.
 - d. The storage area shall have a sign setting out the per diem charge for storage and all other fees which may be charged by the owner. This sign shall be clearly visible to a vehicle owner prior to the payment of any fees.
 - e. Owner shall maintain adequate illumination levels throughout the vehicle storage facility which shall not be less than two hundred fifty-watt element for each one-quarter acre of storage area.
 - f. Owner, his employee, or agent shall be at the auto wrecker business address and shall have access to the vehicle storage facility, and all vehicles stored there, during normal business hours. A person who works at the vehicle storage facility must be licensed by the Texas Department of Licensing and Regulation and must produce the license upon request of the chief of police or his designee. The vehicle storage facility attendant must have the authority to release vehicles.
 - g. Owner shall have a publicly listed phone which is answered at the business address during normal business hours using the name permitted to owner. Use of an answering service which places the police dispatcher on hold, an answering machine or voice mail is prohibited.
 - h. The police dispatcher shall not be placed on hold to answer other incoming calls. Placing the police dispatcher on hold prior to obtaining all pertinent information may subject the owner to being moved to the bottom of the rotation list at the chief of police discretion.
 - i. Owner must provide at least five (5) days written notice to the chief of police before the business address or phone number is changed.

Commented [CEB3]: Added a response time requirement in place of the residency requirement.

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Commented [EB4]: VSF does not need to be maintained with the business or inside the city limits. Further, the VSF service can be contracted with another approved wrecker service, for those services desiring to tow, but not store.

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Commented [CEB5]: BT states their city requires on 6ft fence and making it two feet higher would be a problem. BT pointed out that 6ft is the State required minimum.

RR suggested it stay at 8 feet. RR stated he and others in town had to conform and it was for good measure, preventing oversized slightly vehicles from public view.

The ordinance was modified to apply to VSF's only position within the city limits of AP.

i. The vehicle storage facility must be located within 10 miles of the jurisdictional boundaries of the City of Aransas Pass, unless specialized storage is required or is requested by law enforcement.

2. Prior to the issuance of an auto wrecker rotation list permit, the chief of police or his designee shall inspect the vehicle storage area to determine that it meets the provisions of this section and that it is reasonably secured to protect stored vehicles against theft and vandalism. The inspector shall also check with the department of planning to ascertain whether the storage area is located in a zoning district which allows auto wrecker businesses and vehicle storage facilities. Any auto wrecker company which holds a permit issued under this chapter shall permit inspection of its vehicle storage facility at any time deemed necessary by the chief of police. Failure to permit inspection within eight (8) hours of a request by the chief of police or his designee shall be deemed grounds for revocation of permit.
3. If the permitted wrecker service uses VSF services from another company, the VSF company shall require a permit issued by the City of Aransas Pass under the same authority and vetting process outlined herein.

D. Non-consent fee.

1. Any peace officer that authorizes the towing of a vehicle may also require its impoundment.
2. An auto wrecker operator who performs a non-consent tow at the direction of an Aransas Pass Police Officer shall collect a fee of ten dollars (\$10.00) from the owner or driver of the vehicle. The payment of such non-consent tow fee shall not excuse the owner or driver of the vehicle from any other charge or fine resulting from the violation of other provisions of this Code.
3. An auto wrecker permittee shall remit all collected non-consent fees to the city on a quarterly basis. All collect fees shall be deposited in the general fund of the city.

All wreckers shall be rated at no less than one ton and have minimum gross carrying capacity of thirty-five hundred (3,500) pounds. All wreckers shall be equipped with the following equipment:

- (a) Power winch with a line/boom capacity of at least six thousand (6,000) pounds test strength;
- (b) A towing sling or equivalent device to protect the towed vehicle;
- (c) A blue, amber or red revolving light positioned on the uppermost portion of the roof;
- (d) Power-assisted brakes;
- (e) The following peripheral equipment:
 - (1) Fire extinguisher—Five-pound, ABC type or equivalent;
 - (2) Pry bar;
 - (3) Broom;
 - (4) Shovel and container for collected debris;
 - (5) Police monitor or transmitter/receiver;
- (f) Towing dollies;
- (g) A sign or placard identifying the wrecker company or owner; and
- (h) Amber or blue flashing towing lights mounted at such a height as to be visible from the rear with towed vehicle in place.

(Ord. No. 3242, § 1, 9-16-85; Ord. No. 3275, § 1, 2-17-86)

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Commented [CEB6]: Both the wrecker service and VSF shall have independent, exclusive permits when they are not under the same ownership.

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Commented [CEB7]: This fee shall help offset the cost on the city to both regulate and oversee wrecker/vsf operations.

Payment of fees to the City shall be quarterly.

~~Sec. 28-93. — Insurance requirements.~~

~~(a) The following insurance coverages shall be maintained:~~

- ~~(1) One hundred thousand dollars (\$100,000.00) bodily injury and collision for one person, per accident.~~
- ~~(2) Three hundred thousand dollars (\$300,000.00) bodily injury for two (2) persons.~~
- ~~(3) Fifty thousand dollars (\$50,000.00) property damage.~~

~~(b) Current policy coverages shall be on file at the police department with the permit application.~~

~~(Ord. No. 324, § 1, 9-16-85)~~

Sec. 28-9493. - Operational guidelines.

- (a) Wreckers will be dispatched on a rotating basis, with first call, second call, etc., system used. When the first wrecker called is unavailable, or if an additional wrecker is needed, the next wrecker on call will be dispatched.
- (b) Wreckers called to the scene of a police action will be under the direct control of the officer in charge.
- (c) Wrecker drivers are directly responsible for the towed vehicle from the time that the vehicle is attached ~~has been released~~ to the wrecker driver to the time that it is reclaimed by the owner or sold at a public auction.
- (d) Wreckers responding to a police call shall obey all traffic controls unless advised by the dispatcher or officer in charge that the services are needed under emergency conditions.
- (e) Wrecker drivers called to the scene of a collision will be required to comply with state law by removing all broken glass and debris from roadway.
- (f) Drivers of vehicles involved in collisions may designate a particular wrecker service. However, if no preference is shown ~~made known~~, a rotation wrecker will be called.
- (g) Permittees shall remain available and shall maintain a telephone twenty-four (24) hours a day.
- (h) The Chief of Police or designee may suspend or revoke. Revocation of a permit may issue for the repeated failure of a permittee to respond to rotation calls or for violating any provision of this Article or any governing rule issued under Federal or State law or by the Texas Department of Licensing and Regulation.

~~(Ord. No. 3242, § 1, 9-16-85; Ord. No. 3275, § 2, 2-17-86)~~

~~Sec. 28-95. - License requirements and responsibility.~~

~~(a) Permittees shall maintain their business within the city limits of the City of Aransas Pass.~~

~~(b) Agents and employees of a permittee who operate a wrecker in behalf of the City of Aransas Pass shall be required to reside within the city limits or the extra-territorial jurisdiction of the city, and shall maintain the appropriate operators license required by the transportation code of the State of Texas. Agents and employees of permittees shall be the responsibility of the permittee and the permittee shall encumber all responsibility for the employees actions while operating in behalf of the city.~~

~~(Ord. No. 3242, § 1, 9-16-85; Ord. No. 3662, § 1, 2-16-98)~~

Sec. 28-9694. - Failure to pay city accounts.

Commented [CEB8]: BT recommends one "incident one wrecker." Maybe compromise in first two vehicles first wrecker if able to pull away at once or capable of having two wreckers on scene at the same time.

Commented [CEB9]: Section to be removed from the code.

Failure of a permittee to pay, when due, any monies owing the city, or accounts for utilities or other services provided by the city, or any and all taxes assessed by the city, shall be cause for revocation of the permit and removal of permittee from the rotation procedure.

~~(Ord. No. 3497, § 1, 7-20-92)~~

~~**Editor's note**—Section 1 of Ord. No. 92-3497 added § 28-95, which was included as § 28-96 by the editor to avoid duplicating section numbers.~~

~~Sec. 28-97. —Screening of storage yards.~~

~~All wrecking, junk, salvage, auto, commercial trailer storage and other similar yards require an eight-foot privacy fence and lockable gate. All storage and work is to be carried out inside of the yard.~~

~~(Ord. No. 2007-3913, § 1, 2-19-07)~~

Secs. 28-~~98~~95—28-100. - Reserved.

Commented [CEB10]: Covered above in new wordage.
This old section will be removed.



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of [01/18/2016]
Second Reading Item for the City Council Meeting of [NA]

Date: Monday, 1/11/2016
To: Sylvia Carrillo, City Manager
From: Chief Eric Blanchard
chief@ap-police.com

Agenda Item #:

Title: Approve new agreement between the Aransas Pass PD and Connections in Portland, Texas for YPU program.

CAPTION:

Consider and act on approving the police chief to enter into memorandums of understanding (MOU) between the Aransas Pass Police Department and Connections in Portland, Texas.

PURPOSE:

Connections has historically provided law enforcement and CPS with an avenue to turn for our youth without a family or in a family they should not be in. Connections provides our youth with education, essential needs, and a place to live.

BACKGROUND AND FINDINGS:

Connections has been around for several years and continues to provide an outstanding service for our youth. Further, when law enforcement has nowhere to turn for the placement of a child whom has either been left behind after the parents were arrested or the legal guardians were gone and other family members rejected the child, connections will still be there for the child.

This partnership is essential for times of need.

ALTERNATIVES:

NA

OTHER CONSIDERATIONS:

NA

CONFORMITY TO CITY POLICY:

NA

EMERGENCY/NON-EMERGENCY:

Not an emergency.

DEPARTMENTAL CLEARANCES:

Police Department

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Staff recommends approving this MOU.

LIST OF SUPPORTING DOCUMENTS:

MOU for Connections YPU Program

Memorandum of Understanding

This Memorandum of Understanding is entered between **Aransas Police Department** and the Universal Substance Abuse Prevention (YPU) Program, *Positive Action*, provided by Connections Individual and Family Services, Inc., for the purpose of integrating **Aransas Police Department** services with YPU services. The services provided by the YPU program will benefit eligible at-risk youth ages 6-18.

Connections' YPU Program will provide prevention activities focusing on reducing risk factors and increasing protective factors linked to substance abuse and related problem behaviors by the use of evidenced based curriculum and prevention related strategies. The activities include but are not limited to: Prevention Education/Skills Training in schools and community programs through the use of a curriculum; Alternative Activities focusing on teaching recreational alternatives to youth and families, (games such as bean bag toss, bowling, coloring pages, etc.); participation in community activities such as but not limited to: Fall Festival, Great American Smoke-Out; Red Ribbon Week and Tobacco Free Day; parent education and skills training; Prevention Presentations; Minors and Tobacco Education and Presentations (such as the Tar Jar, "Big Cigarette" which displays Chemicals, Poisons and Cancerous Agents in a Cigarette, etc.); and problem identification and referral services.

Aransas Police Department will provide referrals for YPU services and assistance in obtaining consent forms **Aransas Police Department** will facilitate the access of YPU services to individuals who meet YPU admission criteria. This agreement will benefit the community by enabling residents to obtain prevention services in a more effective manner and to assist at-risk youth and families to develop more positive skills for living.

Term and Termination:

The terms of this memorandum of understanding shall begin **January 1, 2016** and will end on **December 31, 2016**.

Amendment and Modification:

This agreement may be amended by the mutual agreement of the parties hereto in writing and to be attached and incorporated into this agreement.

In witness whereof, this memorandum of understanding has been executed by the authorized representative on the _____ day of _____ 2016.

Kellie Stallings, Executive Director
Connections Individual & Family Services, Inc.

Signature



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of [01/18/2016]
Second Reading Item for the City Council Meeting of [NA]

Date: Monday, January 11, 2016
To: Sylvia Carrillo, City Manager
From: Chief Eric Blanchard
chief@ap-police.com

Agenda Item #:

Title: Approval of the memorandum of understanding agreement between City of Aransas Pass Police Department and the Texas Transportation Commission.

CAPTION:

Consider and act on approving the Police Chief to enter into an MOU between the Aransas Pass Police Department and the Texas Transportation Commission for the acceptance of a \$3000.00 grant award.

PURPOSE:

The police department participates in the annual Click It or Ticket (CIT) and the Impaired Driving Mobilization (IDM) campaigns. Participating agencies are then placed in a raffle for a chance to win a \$3000.00 grant for patrol supplies.

BACKGROUND AND FINDINGS:

The Aransas Pass PD has officially participated in the CIT and IDM programs since 2012. The program requires participating agencies to target those who choose to drive unrestrained by a safety belt, including passengers, or those who choose to drive drunk. Once the campaign is over, the police department reports local statistics to the State. After filing the report, the police department is placed into the grant raffle.

Aransas Pass PD was the winning recipient of this grant program in 2014 and twice now in 2015, this being the latest in 2015.

The first grant funded ballistic vests for staff and the second funded a handheld FLIR system used by patrol. Patrol has requested these funds be used for optical sights on their patrol rifles.

EMERGENCY/NON-EMERGENCY:

Non-emergency

DEPARTMENTAL CLEARANCES:

Police Department

FINANCIAL IMPACT:

Expenses

RECOMMENDATION:

Staff recommends approval of this grant agreement which will result in the purchase being made through Walmart in an amount not to exceed \$3,000.00.

LIST OF SUPPORTING DOCUMENTS:

eGrants Agreement

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: City of Aransas Pass - Police Department

Legal Name: Aransas Pass Police Department

Payee Identification Number: 17460000502005

Project Title: FY 2015 Combined Incentive Grant

ID: 2016-aransasPD-INC-IDM-00017

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Aransas Pass Police Department** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2012.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **586EGF6253**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **039052138**

Project Title: **FY 2015 Combined Incentive Grant**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **\$3,000.00**

Amount Eligible for Reimbursement by the Department: **\$3,000.00**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

Aransas Pass Police Department

Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission

[Legal Name of Agency]

By:

By:

[Authorized Signature]

[District Engineer Texas Department of Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or Resolution Number (for local government):
(If Applicable)

By:

Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under \$100,000.00)

[Resolution Number]

Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

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

D. The Subgrantee shall follow all other parts of the Department'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://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 the Subgrantee of its failure to carry out its approved program, the Department 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.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) 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 USDOT-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.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which 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, the Subgrantee certifies that it is 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 that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee 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.

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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee 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 that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
2. Obtain and provide to the 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 (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. 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.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee 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 singleaudits@txdot.gov
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____"
- D. For each year the project remains open for federal funding expenditures, the Subgrantee 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 the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

Purchase Request

A. Enforcement/Investigation Related	
Radar Equipment	
Laptop Computers	
Desktop Computers	
Portable Breath Testing Units (PBTs) and Mouthpieces	
In-car Video Cameras	
Videotapes	
Digital Video System for Intoxilyzer Room	
Portable Video System for Crash Scenes	
Still Photography Equipment	
Flashlights	
B. Educational	
Safety Belt Convincer	
Rollover Convincer	
Multi-media Projectors for Traffic Safety PowerPoint Presentations	
Fatal Vision Equipment	
Vince and Larry Costumes, etc...	
C. Law Enforcement Training	
Law Enforcement Training Courses Approved by TXDoT	
D. Other	
EOTech Optical Rifle Scope.	
If other, please describe how the item(s) will benefit traffic safety in your community.	
The item is a rifle scope which will be mounted to each of the six patrol rifles used by patrol officers.	
List the dates of training	



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of [01/18/2016]
Second Reading Item for the City Council Meeting of [NA]

Date: Wednesday, January 13, 2016
To: Sylvia Carrillo, City Manager
From: Jeff Martin
jmartin@aransaspasstx.gov

Agenda Item #: 12a

Title: Change telephone service subscription with Verizon in support of the new phone system.

CAPTION:

Consider and act on accepting the Verizon quote for PRI telephone service.

PURPOSE:

The goal of this change in service is to replace our old POTS (plain old telephone service) service to a PRI (Primary Rate Interface). This is a necessary before moving the new VoIP (Voice over IP) phone system.

BACKGROUND AND FINDINGS:

The current telephone service subscription for the City, Police Department and Public Works uses and older technology supplied by Verizon. The change to a PRI will consolidate 23 of the City's outside lines into a bundle that can be managed by the new phone system.

ALTERNATIVES:

NA

OTHER CONSIDERATIONS:

NA

CONFORMITY TO CITY POLICY:

NA

EMERGENCY/NON-EMERGENCY:

Not an emergency.

DEPARTMENTAL CLEARANCES:

Police Department, Finance, IT, Public Works

FINANCIAL IMPACT:

Phone costs are already a budgeted item. This new agreement should result in a monthly cost savings of at least several hundred dollars and a simplification of our phone service invoices.

Comments:

RECOMMENDATION:

I recommend approval of this service agreement.

LIST OF SUPPORTING DOCUMENTS:

Application for Service
ISDN PRI Quote 122415



APPLICATION FOR SERVICE

Customer Name:	City of Aransas Pass (TX)	Main Billing Tel. No:	361 758-5301]
Address:	600 WEST CLEVELAND BLVD	VSA No. (if applicable)	N/A
	ARANSAS PASS, TX 78336	Amendment No. (if applicable)	N/A

Customer applies for and agrees to purchase from GTE Southwest Incorporated d/b/a Verizon Southwest ("Verizon") the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Thirty-Six (36) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service Provided pursuant to (check one): <input checked="" type="checkbox"/> State Tariff <input type="checkbox"/> FCC Tariff	Monthly Unit Rate	Non-recurring Charges / Unit
1	PRI Access System Package 1 (1 - 10 PRIs)	\$720.00	\$0.00
1	Calling Line Identification - With Name	\$40.00	\$0.00
2	Block of 10 DID Numbers	\$21.00	\$0.00
1	FCC Charges- Line Port Charge	\$10.00	\$0.00
1	FCC Charges- Subscriber Line Charge	\$36.40	\$0.00

Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.

The Services will be provided at the following Customer locations:

600 WEST CLEVELAND BLVD, ARANSAS PASS, TX
78336

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations. Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies

may share Customer CPNI and other Confidential Information among the Verizon Companies and with agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see www.verizon.com and www.verizonwireless.com for a description of Verizon Companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizon.com of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as defined above. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.

This Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Customer represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

In the event any of the Services are hereafter detariffed, the terms of the Tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference in this Application and shall create a binding agreement with Customer for the Services. This agreement shall apply to the provision of the Services to the same extent as such Tariffs applied hereunder prior to such detariffing and shall remain in effect until the Services are terminated or until replaced by another agreement.

Agreed and accepted:

City of Aransas Pass (TX) Customer		Verizon Business Network Services Inc. on behalf of GTE Southwest Incorporated d/b/a Verizon Southwest	
By		By	
Name/title		Name/title	Anthony Recine, Vice President
Date		Date	



ISDN-PRI Service

Quotation for...

Customer Name: City of Aransas Pass
Customer Address: 600 W. Cleveland Blvd.
City, State & ZIP: Aransas Pass, Texas 78336

Requested By: Charles Schmitt
Telephone No.: (678) 259-5647
Solutions Architect: Tami Harris
Telephone No.: (410) 856-2188
Date: 12/24/2015
Quote Number: O-1469911

Texas - Flat Rate - Three Year Term

NRC = Non-Recurring Charge

MRC = Monthly Recurring Charge

VERIZON SOUTHWEST, INC, TEXAS GENERAL EXCHANGE TARIFF, SECTION 35		Term & Volume Pricing		
Rate Element	QTY	NRC	MRC	
PRI Access System Package 1 (1 - 10 PRIs)	1	\$ -	\$ 720.00	
ISDN-PRI DS1 Interface Arrangement	1	\$ -	INCLUDED	
ISDN-PRI DS1 Access Facility	1	\$ -	INCLUDED	
Calling Line Identification - With Name	1	\$ -	\$ 40.00	
Calling Line Identification - Without Name	1	\$ -	INCLUDED	
"B" Channel Activations	23	\$ -	INCLUDED	
Backup "D" Channel	1	\$ -	INCLUDED	
Non-Facility Associated Signaling (NFAS)	1	\$ -	INCLUDED	
DID Numbers				
Block of 10 DID Numbers	2	\$ -	\$ 21.00	
FCC Charges				
Line Port Charge	1	\$ -	\$ 10.00	
Subscriber Line Charge	1	\$ -	\$ 36.40	
Total		\$ -	\$ 827.40	

NOTE:

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

*Subject to the appropriate PUC tariff
 Budgetary Pricing*



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **January 18, 2016**

Date: January 18, 2016

To: Sylvia Carrillo
City Manager

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

Agenda Item: (Public Hearing) 13a and 13b

TEXT AMENDMENT

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

PURPOSE:

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

BACKGROUND AND FINDINGS:

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

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

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

ALTERNATIVES:

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

OTHER CONSIDERATIONS:

None

CONFORMITY TO CITY POLICY:

Not applicable.

EMERGENCY/NON-EMERGENCY:

Non-Emergency

DEPARTMENTAL CLEARANCES:

None

FINANCIAL IMPACT:

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

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

Fund(s):

Comments:

None.

PLANNING & ZONING COMMISSION RECOMMENDATION (01/11/2016):

Planning and Zoning Commission recommend approval of Staff's proposed text amendment with the exception that the parking stalls remain at 10 feet by 20 feet.

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

LIST OF SUPPORTING DOCUMENTS:

Proposed Ordinance – Planning and Zoning Commission

Proposed Ordinance – Staff

ORDINANCE _____

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

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

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

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

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

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

SECTION 12

OFF-STREET PARKING REQUIREMENTS

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

- 110 STANDARD PARKING SPACE: No parking space shall have a width of less than ten (10') feet or a depth of less than twenty (20') feet. Drive aisles for two-way traffic shall have a width of not less than twenty-four (24') feet. All drive aisles shall be exclusive of any drive-thru lane. 40' X 20'

* * * * *

Planning and Zoning Commission Recommendation

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

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

* * * * *

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

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

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

CITY OF ARANSAS PASS,
TEXAS

Mayor Adan Chapa

ATTEST:

Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

Allen S. Lawrence, Jr.
City Attorney

Staff Recommendation

ORDINANCE _____

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* * * * *

Staff Recommendation

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

CITY OF ARANSAS PASS,
TEXAS

Mayor Adan Chapa

ATTEST:

Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

Allen S. Lawrence, Jr.
City Attorney

STAFF 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. **1512001-P01**

BURTON AND DANFORTH SUBDIVISION LOT 3-R, BLOCK 209 (FINAL – 10.41 ACRES)

Located at 601 N. Avenue A, east of State Highway 35 Bypass.

Applicant: City of Aransas Pass

Surveyor: Griffith & Brundrett Surveying & Engineering

The applicant proposes to final the property to obtain a building permit for construction.

1. Show 25 foot front setback along N. Avenue A and 25 foot side setback along W. Lenoir Avenue.
2. In the Development Services certificate, change the certificate to a City Council certificate with signatures for both the Mayor and City Secretary.
3. Legal description should be corrected to Lot 3-R, Block 209, Burton & Danforth Subdivision.
4. Ownership should be provided of Part of 5.717 Acres, South ½ of FRACT, Farmlot 5.

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 12 day of November, A.D., 2015.


J. L. Brundrett, Jr., R.P.L.S.
Reg. No. 2133

OWNER CERTIFICATION

State of Texas
County of San Patricio

CITY OF ARANSAS PASS
SYLVIA CARRILLO - City Manager

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 ___ day of _____, A.D., 2015.

SYLVIA CARRILLO
City Manager

State of Texas
County of San Patricio

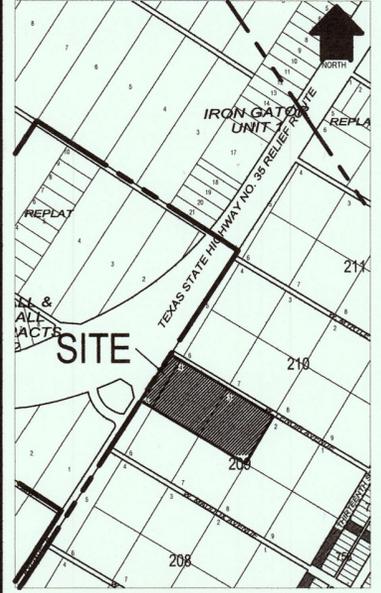
This instrument was acknowledged before me by:

SYLVIA CARRILLO
City Manager - City of Aransas Pass

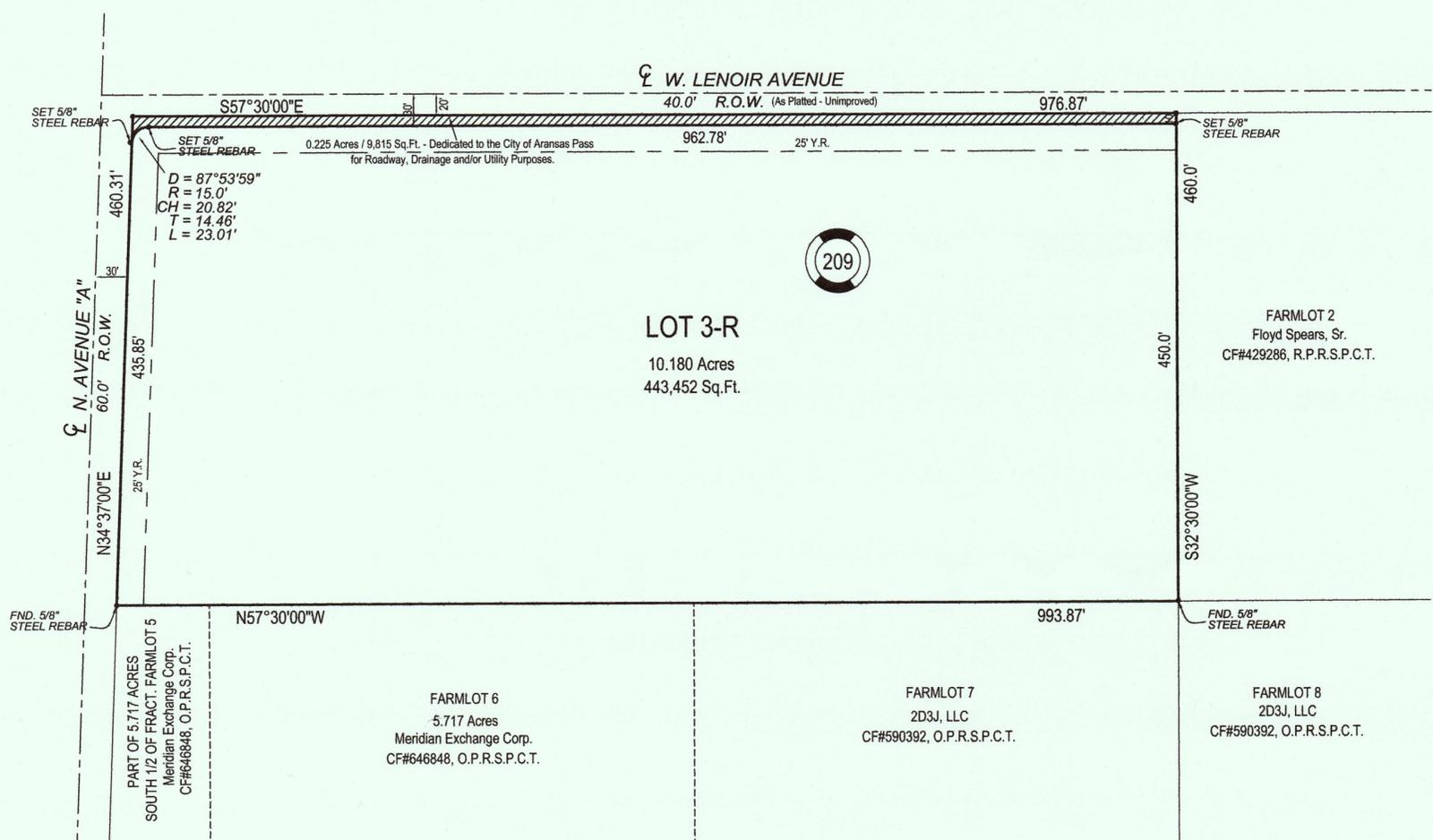
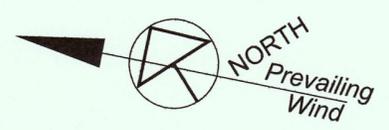
This the ___ day of _____, A.D., 2015.

Notary Public in and for the State of Texas

LOCATOR MAP:

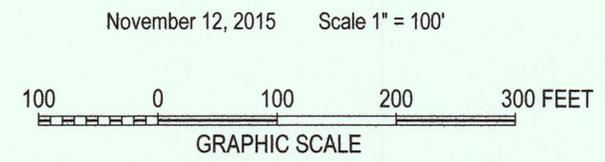


File Name: Aransas Pass/B&D, 209, 3R



Final Plat of:
**LOT 3-R, BLOCK 209,
BURTON & DANFORTH SUBDIVISION**

CITY OF ARANSAS PASS
SAN PATRICIO COUNTY, TEXAS
Being a replat of the North One-Half of Farmlot 5 and all of Farmlots 3 and 4, Landblock 209, Burton & Danforth Subdivision, City of Aransas Pass, San Patricio County, Texas, according to the plat recorded in Volume 152, Page 1, Deed Records of San Patricio County, Texas.



LEGAL DESCRIPTION

BEING THE DESCRIPTION OF 10.405 ACRES OF LAND EMBRACING THE NORTH ONE-HALF OF FARMLOT 5, AND ALL OF FARMLOTS 3 AND 4, LANDBLOCK 209, BURTON AND DANFORTH SUBDIVISION, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 152, PAGE 1, DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS, WITH SAID 10.405 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a 5/8" steel rebar found for the common corner of Farmlots 2, 3, 7 and 8, of said Landblock 209, and being the SOUTHEAST corner and PLACE OF BEGINNING of this survey;

THENCE, North 57°30'00" West, along and with the common boundary line of Farm Lots 3, 4, 6 and 7, of said Landblock 209, and the North One-Half and South One-Half of said Farmlot 5, a distance of 993.87 feet to a 5/8" steel rebar found in the East R.O.W. line of Avenue "A", and being the SOUTHWEST corner of this survey;

THENCE, North 34°37'00" East, along and with the East R.O.W. line of Avenue "A", at 435.85 feet pass a 5/8" steel rebar set along a point of curvature, a total distance of 460.31 feet to a point in the original South R.O.W. line of Lenoir Avenue, and being the NORTHWEST corner of this survey;

THENCE, South 57°30'00" East, along and with the original South R.O.W. line of said Lenoir Avenue, a distance of 976.87 feet to a point for the Northwest corner of Farmlot 2, and being the NORTHEAST corner of this survey;

THENCE, South 32°30'00" West, along and with the common boundary line of Farmlot 2, and Farmlot 3, at 10.0 feet pass a 5/8" steel rebar set online, a total distance of 460.0 feet to the PLACE OF BEGINNING of this survey, and containing 10.405 acres of land, more or less.

CITY COUNCIL

State of Texas
County of San Patricio

This plat of the Lot 3-R, Block 209, Burton & Danforth Subdivision, was approved by the City Council of the City of Aransas Pass, Texas, on this the ___ day of _____, A.D., 2015. 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

NOTES:

- 1.) 5/8" Steel Rebars found or set at all property corners unless otherwise shown.
- 2.) Plat Bearing used for Directional Control unless otherwise shown.
- 3.) Total platted area contains 10.405 acres or 453,267 square feet of land.
0.225 Acres - Dedication to the City of Aransas Pass
10.180 Acres - Lot created by this replat
- 4.) Property falls within the City Limits of Aransas Pass and must comply with all city codes, regulations and set backs
- 5.) 0.225 Acres of land dedicated to the City of Aransas Pass for Roadway, Drainage & Utility Purposes.

FLOOD DATA:

This is to certify that I have consulted the Federal Flood Hazard Map dated 5.4.92, 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. 0016B
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.

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@gsurveyor.com
www.gsurveyor.com

TBPLS FIRM NO. 10004800

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., 2015, with its certificate of authentication was filed for record in my office the ___ day of _____, A.D., 2015, at ___ o'clock ___ m. and duly recorded the ___ day of _____, A.D., 2015, 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. _____



CITY OF ARANSAS PASS

AGENDA MEMORANDUM
for the City Council Meeting of **January 18, 2016**

Date: January 18, 2016

To: Honorable Mayor and Council

From: **Development Services Staff**

Agenda Item #: 13e and 13f

TEXT AMENDMENT

Amendment to SECTION 10, Subsection 300 – Definition and Explanations Applicable to Use Schedule by adding a definition for manufactured, mobile and modular homes.

PURPOSE:

To amend the Zoning Ordinance in order to define manufactured, mobile and modular homes.

BACKGROUND AND FINDINGS:

The current Zoning Ordinance defines a manufactured home but there is no definition for a mobile home or modular home. The proposed amendment identifies the difference between a manufactured home and a mobile home. Manufactured and mobile homes are only permitted in specific zoning districts. A modular home which is also known as an industrialized home, is allowed in any zoning district that allows an on-site built single-family structure.

As noted on the definition, a manufactured home is built to Housing and Urban Development (HUD) standards which came in effect in June 1976. Prior to June 1976, there were no standards for these types of structures. As such, mobile homes are no longer permitted in Texas coastal counties because they do not meet the required wind loads for these counties. Any of these structures, whether manufactured or modular home, must meet the wind load for the area they will be located.

ALTERNATIVES:

Deny the proposed amendment for the definitions.

OTHER CONSIDERATIONS:

None

CONFORMITY TO CITY POLICY:

Not applicable.

EMERGENCY/NON-EMERGENCY:

Non-Emergency

DEPARTMENTAL CLEARANCES:

None

FINANCIAL IMPACT:

Operating Revenue Capital Not applicable

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

Fund(s):

Comments:

None.

PLANNING & ZONING COMMISSION RECOMMENDATION (12/14/2015):

Planning and Zoning Commission recommend approval of Staff's proposed text amendment

LIST OF SUPPORTING DOCUMENTS:

Proposed Amendment

ORDINANCE _____

ORDINANCE AMENDING ORDINANCE NO. 1308, ZONING ORDINANCE, BY AMENDING PART II, SECTION 10, SUBSECTION 300, DEFINITIONS AND EXPLANATIONS APPLICABLE TO USE SCHEDULE; PROVIDING FOR A REPEALER CLAUSE AND AN EFFECTIVE DATE.

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

WHEREAS, with proper notice to the public, public hearings were held on Monday, December 14, 2015, during a meeting of the Planning and Zoning Commission, and on Monday, December 21, 2015, during a meeting of the City Council, during which all interested persons were allowed to appear and be heard; and

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

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

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

**300 – DEFINITION AND EXPLANATIONS
APPLICABLE TO USE SCHEDULE**

* * * * *

10-201 PRIMARY RESIDENTIAL TYPE USES

* * * * *

- (9) Manufactured Home: A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development Title 6 construction standards commonly known as “the HUD-code.” The red Certification Label (sometimes called the HUD Label) can be located on the tail end of each transportable section of the home. The Data Plate will be located inside of the home. Regulation states that the Data Plate be affixed inside the home on or near the main electrical breaker box, or other readily visible/accessible location. The unit is transportable in one or more sections, which, in the traveling mode, are 8 feet or more in width or 40 feet or more in length, or, when

erected on site, are 320 or more square feet, and which are built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities for plumbing, heating, air-conditioning, and electrical systems. The term does not include recreational vehicles.

(9.1) Mobile Home: A prefabricated structure, built in a factory on a permanently attached chassis before being transported to site, used as a permanent home and the structure was constructed before June 15, 1976.

(9.2) Modular Home: A modular home is any home factory-built that is constructed to the local state construction code. These units are also referred to as "industrialized housing units." Modular homes will not have the red Certification Label, but will have a label attached to the home stating the code it was built to. A modular home can be built as an "on-frame" or "off-frame" modular. On-frame will be built on a permanent chassis, whereas, the off-frame modular will be built with removal of the chassis frame in mind.

* * * * *

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

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

Passed and Approved on the ____ day of _____, 2015.

CITY OF ARANSAS PASS,
TEXAS

Mayor Adan Chapa

ATTEST:

Mary Juarez
Interim City Secretary

APPROVED AS TO LEGAL FORM:

Allen S. Lawrence, Jr.
City Attorney



ARANSAS PASS
POLICE
DEPARTMENT

MEMORANDUM

Friday, January 15, 2016

TO: City Manager, Sylvia Carrillo
From: Chief of Police, Eric Blanchard
Ref: PD Updates (12/1/2015 – 12/31/2015)

December 2015

Total calls for Service:	2728	(2974 Last Month)
Traffic Stops:	581	(611 Last Month)
Citations Issued:	210	(114 Last Month)
Violations Cited:	282	(162 Last Month)
Arrests:	48	(41 Last Month)
Juvenile Detentions:	0	(0 Last Month)
Code Enforcement:	33	(39 Last Month)

Staff Complaints:	0	(2 Last Month)
Ext. Founded:	0	
Ext. Unfounded:	0	
EXTERNAL TOTAL	0	
Int. Founded:	0	
INTERNAL TOTAL:	0	

Staff Recognition: **6**

Highlights for Month:

Patrol Division – Capt. David Wood

- On 12/04/2015: Officer Owen, Officer Harwood and Sgt. Jones were recognized by a letter of appreciation received from a citizen for an incident which occurred back in March. These officers assisted a lady who had been involved in a traffic crash. The letter indicates Sgt. Jones carried her through knee deep water to drier ground and she was very appreciative of the assistance rendered by all the officers.
- On 12/09/2015: Officer Harvill and Officer David Piper received citizen recognition for their efforts in helping a Theft victim recover stolen property. The victim was very appreciative and impressed with the department.
- On 12/22/2015: Officer David Piper received recognition from a supervisor for the manner in which he assisted a family whose pet was accidentally killed by a passing motorist. Officer David Piper went out of his way to spare the family additional grief by his actions in handling the situation.
- On 12/29/2015: Officer Daniel Piper received citizen recognition for assistance rendered to a family with car trouble that was passing through. The man was extremely pleased with Officer Daniel Piper for the help he provided which reflected positively on the department.
- On 12/23/2015: Sgt. Anders delivered 20 Thanksgiving dinners to area families. The dinners were paid for by donated funds.
- Two officers left the department in December to pursue other career opportunities. Officer Harwood and Officer Owen resigned their positions. Two officers, Officer Colunga and Officer Garrison are in field training at this time.
- Officers were involved in three vehicle pursuits in December. There was no damage or injury to department property or staff. The pursuits resulted in two DWI arrests, the recovery of one stolen vehicle and a stolen handgun with charges pending against the suspect driving the stolen vehicle.
- Patrol officers conducted 12 Sex Offender Compliance checks this month.
- Patrol officers responded to 19 minor crashes, 7 hit & run crashes, 6 major crashes, and 1 auto pedestrian crash.
- Patrol officers responded to 22 animal control call incidents.
- The patrol division filed 9 cases with 11 charges for prosecution during the month of December. The offenses included 11 Class A and Class B misdemeanors.

CID Division – Capt. Kyle Rhodes

- EMT Cammie Duhon received the civilian achievement award.
- Two bait theft arrests were made.
- All assigned FEMA training was completed CID.
- The Gilbert Samora murder case has new steam behind it. Stay tuned...
- Detectives obtained a warrant for Samantha Davis for stealing prescription pills from a local doctor.
- Detectives made several misdemeanor and felony theft case arrests.
- Detective Davila charged John Greathouse for violation of a protective order.
- Detectives arrested Trangulino Martinez for the burglary of the T-Town Bar on S. Commercial.

Training Division – AC David Perkins and Capt. Lynn Pearce

- Domestic Violence summit.
- CHL Training, trained 11 students.
- Blue Courage Train the Trainer training.
- Customer service training for communications employees.

Total Training Hours =400 (not including CHL)

EMC Division – Capt. Lynn Pearce

- Meeting with Cheniere. Discuss communications grant project.
- PD staff is almost complete on all FEMA required training.



ARANSAS PASS
POLICE
DEPARTMENT

Animal Control Division – Capt. Lynn Pearce

Events received by Animal Control: 100

Handled Animals

Dogs: 8 Cats: 0 Wildlife: 12 Total: 20

Relocated: 12 Reclaims: 1 Adopted: 2 Citations: 3

Citation Count

There are 13 officer(s) in this report.
 This report does not include voided, test, or deleted records,
 but does include warnings (if *ALL* or WARNINGS is selected in the Stop Result field).

Total for all officers	210 Stops	282 Violations
	210 Stops	282 Violations
	2 Stops	2 Violations
411 Jones	2 Stops	2 Violations
Parking/Stopping/Standing On A Sidewalk		2

ALPHA	91 Stops	128 Violations
441 Baker	2 Stops	5 Violations
City Ord Prohibited use of Cell Phone		1
Expired OperatorS License		1
Expired Registration		1
Fail To Maintain Financial Responsibility		1
Speeding		1

445 Brake	11 Stops	12 Violations
Cell Phone - School Zone		1
City Ord 14-27 Weed Lot, Rubbish, Junk		8
City Ord Junk Vehicles		1
Littering		1
Speeding In A School Zone		1

430 Colunga	14 Stops	15 Violations
City Ord Curfew Day/Night		2
City Ord Prohibited use of Cell Phone		1
Expired Registration		8
Fail To Display Drivers License		1
Racial Profiling Data		1
Speeding		1
Theft of Property < \$100		1

472 Ford	21 Stops	36 Violations
City Ord Prohibited use of Cell Phone		3

Citation Count

Expired Motor Vehicle Inspection	1
Expired Registration	12
Fail To Display License Plate	1
Fail To Maintain Financial Responsibility	11
No Drivers License	5
Speeding	2
Unrestrained Child (Under 8 or Under 4 foot 9 inches)	1

433 Harvill	1 Stops	1 Violations
Theft of Property < \$100		1

431 Owen	25 Stops	41 Violations
City Ord Animal at Large (dog/cat)		1
City Ord No City Animal Tag (dog/cat) (dog/cat)		1
Defective Head Lamps		3
Defective Tail Lamp(S)		3
Driving While License Suspended		4
Drove On Wrong Side Of Divided Highway		1
Expired Registration		5
Fail To Display Drivers License		1
Fail To Display License Plate		1
Fail To Maintain Financial Responsibility		1
Fail To Yield To Vehicle In Intersection		2
Failed To Signal Intent To Turn		1
No Drivers License		4
Possession Of Drug Paraphernalia		4
Racial Profiling Data		2
Ran Red Light		1
Speeding		5
Theft of Property < \$100		1

434 Piper	1 Stops	1 Violations
Possession Of Drug Paraphernalia		1

Citation Count

437 Piper	3 Stops	3 Violations
Fail To Maintain Financial Responsibility		1
Ran Stop Sign		1
Speeding		1

438 Prado	9 Stops	10 Violations
Driving While License Suspended		1
Expired Registration		3
Fail To Maintain Financial Responsibility		2
Speeding		3
Speeding In A School Zone		1

432 Tuggle	4 Stops	4 Violations
City Ord Prohibited use of Cell Phone		1
Racial Profiling Data		2
Speeding		1

BRAVO	117 Stops	152 Violations
441 Baker	9 Stops	11 Violations
City Ord Prohibited use of Cell Phone		1
Display Fictitious License Plate		1
Failed To Yield Row (Private Drive/Alley ,Building)		1
Improper Start From Stop		1
No Seat Belt - Driver		1
Speeding		5
Turned When Unsafe		1

445 Brake	2 Stops	2 Violations
City Ord Sec 9 (Fire Code)		1
Expired Registration		1

430 Colunga	26 Stops	32 Violations
City Ord Animal at Large (dog/cat)		1
City Ord No Animal Vaccine (dog/cat)		1

Citation Count

City Ord No City Animal Tag (dog/cat) (dog/cat)	1
City Ord Prohibited use of Cell Phone	2
Defective Tail Lamp(S)	1
Driving While License Suspended	1
Expired Registration	4
Fail To Maintain Financial Responsibility	2
No Seat Belt - Driver	1
Passing Authorized Emergency Vehicle	1
Possession Of Drug Paraphernalia	2
Racial Profiling Data	1
Ran Red Light	1
Speeding	12
Turned Left From Wrong Lane	1

472 Ford	4 Stops	6 Violations
City Ord Prohibited use of Cell Phone		2
Expired Registration		1
Fail To Maintain Financial Responsibility		2
Speeding		1

433 Harvill	16 Stops	22 Violations
Expired Registration		2
Fail To Maintain Financial Responsibility		4
Failed To Stop At Designated Point (Stop Sign)		1
No Drivers License		2
Speeding		13

439 Harwood	21 Stops	23 Violations
Expired Registration		1
Fail To Comply With Requirements On Striking Fixtures On Highway		1
Fail To Yield Right Of Way At Stop Sign		1
No Drivers License		3
Racial Profiling Data		3

Citation Count

Speeding		14
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440 Hinojosa	2 Stops	2 Violations
Consume Alcoholic Beverages On Off-Premised License Account		1
D.O.C. Fighting With Another		1

411 Jones	21 Stops	31 Violations
City Ord Allow Dog To Run At Large		1
City Ord Vicious Dog		1
Driving While License Suspended		1
Expired Registration		1
Fail To Display Drivers License		2
Fail To Maintain Financial Responsibility		6
Failed To Yield Row To Emergency Vehicle		1
Improper Turn		2
No Drivers License		1
No Or Defective License Plate Light		1
Operate Motor Vehicle Without License Plates Or With One License Plate		1
Possession Of Drug Paraphernalia		1
Ran Red Light		1
Ran Stop Sign		1
Speeding		10

434 Piper	2 Stops	2 Violations
Assault- Contact		1
City Ord Sec. 18-2 (Noise)		1

437 Piper	2 Stops	3 Violations
City Ord Prohibited use of Cell Phone		1
Fail To Maintain Financial Responsibility		1
Ran Stop Sign		1



Citation Count

438 Prado	7 Stops	11 Violations
Driving While License Suspended		1
Expired OperatorS License		1
Expired Registration		1
Fail To Maintain Financial Responsibility		2
No Drivers License		1
Ran Red Light		1
Ran Stop Sign		2
Speeding		1
Unrestrained Child (Under 8 or Under 4 foot 9 inches)		1

432 Tuggle	5 Stops	7 Violations
Driving While License Suspended		1
Fail To Maintain Financial Responsibility		1
Racial Profiling Data		1
Speeding		4

Aransas Pass Police Department

Traffic Stops Reported Within Specified Area

From 12/1/15 through 12/31/15

Sorted By Location

Selected Dispositions

Total Traffic Stops: 581

(Each Stop can have Multiple Dispositions)

Arrests: 18

Assist Other Agency: 0

Assist Public: 0

Back-Up: 151

Impaired Driver: 0

Report Taken: 0

Ticket Issued: 172

Vehicle Tagged: 0

Warning: 407

Vehicle Towed: 3

Police No.	Day/Date/Time	Location	Dispositions
1500026394	Tue, 12/15/15 9:47	Bigelow St	WARNING
1500025371	Thu, 12/3/15 1:08	100 Bigelow St	WARNING
1500026253	Sun, 12/13/15 20:57	100 Bigelow St	BACK-UP
1500026253	Sun, 12/13/15 20:57	100 Bigelow St	TICKET ISSUED
1500027337	Sun, 12/27/15 14:50	100 Bigelow St	INFORMATION ONLY
1500026563	Thu, 12/17/15 1:29	200 Bigelow St	BACK-UP
1500026563	Thu, 12/17/15 1:29	200 Bigelow St	WARNING
1500025545	Sat, 12/5/15 8:46	Cleveland Blvd	WARNING
1500025690	Mon, 12/7/15 2:06	Cleveland Blvd	ARREST
1500025690	Mon, 12/7/15 2:06	Cleveland Blvd	BACK-UP
1500026396	Tue, 12/15/15 10:12	Cleveland Blvd	TICKET ISSUED
1500026842	Sun, 12/20/15 19:55	Cleveland Blvd	TICKET ISSUED
1500027140	Thu, 12/24/15 14:44	Cleveland Blvd	WARNING
1500025655	Sun, 12/6/15 19:41	100 Cleveland Blvd	WARNING
1500026834	Sun, 12/20/15 18:34	100 Cleveland Blvd	TICKET ISSUED /TICKET ISSUED
1500025225	Tue, 12/1/15 0:58	235 CLEVELAND BLVD	TICKET ISSUED
1500025530	Sat, 12/5/15 1:13	235 CLEVELAND BLVD	WARNING
1500026538	Wed, 12/16/15 21:06	235 CLEVELAND BLVD	BACK-UP
1500026538	Wed, 12/16/15 21:06	235 CLEVELAND BLVD	WARNING
1500027070	Wed, 12/23/15 16:45	235 CLEVELAND BLVD	WARNING
1500026846	Sun, 12/20/15 20:31	321 CLEVELAND BLVD	WARNING
1500026431	Tue, 12/15/15 18:45	336 CLEVELAND BLVD	WARNING
1500026228	Sun, 12/13/15 18:35	500 Cleveland Blvd	BACK-UP
1500026228	Sun, 12/13/15 18:35	500 Cleveland Blvd	WARNING
1500025751	Mon, 12/7/15 21:16	535 CLEVELAND BLVD	WARNING
1500025758	Mon, 12/7/15 22:31	535 CLEVELAND BLVD	BACK-UP
1500025758	Mon, 12/7/15 22:31	535 CLEVELAND BLVD	WARNING
1500026241	Sun, 12/13/15 19:41	535 CLEVELAND BLVD	WARNING
1500026712	Fri, 12/18/15 20:42	535 CLEVELAND BLVD	BACK-UP
1500026712	Fri, 12/18/15 20:42	535 CLEVELAND BLVD	TICKET ISSUED
1500027058	Wed, 12/23/15 14:32	535 CLEVELAND BLVD	WARNING
1500027188	Fri, 12/25/15 19:42	535 CLEVELAND BLVD	BACK-UP
1500027188	Fri, 12/25/15 19:42	535 CLEVELAND BLVD	TICKET ISSUED
1500027642	Thu, 12/31/15 18:54	535 CLEVELAND BLVD	WARNING
1500026005	Thu, 12/10/15 22:06	600 CLEVELAND BLVD	BACK-UP
1500026005	Thu, 12/10/15 22:06	600 CLEVELAND BLVD	WARNING
1500026845	Sun, 12/20/15 20:25	600 Cleveland Blvd	ARREST
1500026845	Sun, 12/20/15 20:25	600 Cleveland Blvd	BACK-UP
1500026914	Mon, 12/21/15 19:22	600 Cleveland Blvd	BACK-UP
1500026914	Mon, 12/21/15 19:22	600 Cleveland Blvd	TICKET ISSUED
1500027504	Tue, 12/29/15 17:31	600 CLEVELAND BLVD	WARNING
1500026231	Sun, 12/13/15 19:00	Demory Ln	WARNING
1500026236	Sun, 12/13/15 19:12	Demory Ln	WARNING
1500027270	Sat, 12/26/15 19:30	Demory Ln	BACK-UP
1500027270	Sat, 12/26/15 19:30	Demory Ln	WARNING
1500026230	Sun, 12/13/15 18:55	Demory Ln	WARNING
1500026078	Fri, 12/11/15 20:20	2103 DEMORY LN	WARNING
1500027148	Thu, 12/24/15 18:10	100 E De Berry Av	TICKET ISSUED
1500025538	Sat, 12/5/15 6:30	199 E De Berry Av	WARNING
1500027256	Sat, 12/26/15 14:33	E Goodnight Av	WARNING
1500026074	Fri, 12/11/15 19:49	100 E Goodnight Av	WARNING

Police No.	Day/Date/Time	Location	Dispositions
1500025283	Tue, 12/1/15 21:30	101 E GOODNIGHT AV	WARNING
1500025502	Fri, 12/4/15 21:03	101 E GOODNIGHT AV	WARNING
1500025747	Mon, 12/7/15 20:38	101 E GOODNIGHT AV	BACK-UP
1500025747	Mon, 12/7/15 20:38	101 E GOODNIGHT AV	WARNING
1500025826	Tue, 12/8/15 13:37	101 E Goodnight Av	WARNING
1500026124	Sat, 12/12/15 13:49	101 E GOODNIGHT AV	TICKET ISSUED
1500026218	Sun, 12/13/15 15:26	101 E GOODNIGHT AV	TICKET ISSUED
1500026243	Sun, 12/13/15 19:52	101 E GOODNIGHT AV	BACK-UP
1500026243	Sun, 12/13/15 19:52	101 E GOODNIGHT AV	TICKET ISSUED /WARNING
1500026254	Sun, 12/13/15 21:02	101 E GOODNIGHT AV	WARNING
1500026255	Sun, 12/13/15 21:09	101 E Goodnight Av	WARNING
1500026256	Sun, 12/13/15 21:10	101 E Goodnight Av	BACK-UP
1500026256	Sun, 12/13/15 21:10	101 E Goodnight Av	TICKET ISSUED
1500026339	Mon, 12/14/15 16:16	101 E GOODNIGHT AV	WARNING
1500026304	Mon, 12/14/15 8:52	200 E Goodnight Av	TICKET ISSUED
1500027042	Wed, 12/23/15 9:58	200 E Goodnight Av	TICKET ISSUED
1500027255	Sat, 12/26/15 14:27	200 E Goodnight Av	WARNING
1500025259	Tue, 12/1/15 12:35	301 E GOODNIGHT AV	WARNING
1500025353	Wed, 12/2/15 21:38	301 E GOODNIGHT AV	BACK-UP
1500025353	Wed, 12/2/15 21:38	301 E GOODNIGHT AV	TICKET ISSUED /TICKET ISSUED
1500025464	Fri, 12/4/15 10:53	301 E GOODNIGHT AV	WARNING
1500026346	Mon, 12/14/15 18:48	500 E GOODNIGHT AV	TICKET ISSUED
1500027659	Thu, 12/31/15 20:55	500 E GOODNIGHT AV	BACK-UP
1500027659	Thu, 12/31/15 20:55	500 E GOODNIGHT AV	WARNING
1500026945	Tue, 12/22/15 1:20	515 E GOODNIGHT AV	BACK-UP
1500026945	Tue, 12/22/15 1:20	515 E GOODNIGHT AV	WARNING
1500026596	Thu, 12/17/15 14:42	748 E GOODNIGHT AV	TICKET ISSUED
1500025919	Wed, 12/9/15 18:52	E Hwy 361	WARNING
1500026130	Sat, 12/12/15 14:52	E Hwy 361	TICKET ISSUED
1500026132	Sat, 12/12/15 15:00	E Hwy 361	TICKET ISSUED
1500026134	Sat, 12/12/15 15:06	E Hwy 361	TICKET ISSUED
1500026499	Wed, 12/16/15 12:54	E Hwy 361	TICKET ISSUED
1500026518	Wed, 12/16/15 16:23	E Hwy 361	TICKET ISSUED
1500026519	Wed, 12/16/15 16:33	E Hwy 361	WARNING
1500026587	Thu, 12/17/15 9:35	E Hwy 361	TICKET ISSUED
1500026589	Thu, 12/17/15 12:09	E Hwy 361	WARNING
1500026669	Fri, 12/18/15 11:55	E Hwy 361	TICKET ISSUED
1500026674	Fri, 12/18/15 13:53	E Hwy 361	TICKET ISSUED
1500026677	Fri, 12/18/15 14:16	E Hwy 361	TICKET ISSUED
1500026804	Sun, 12/20/15 7:29	E Hwy 361	TICKET ISSUED
1500026808	Sun, 12/20/15 10:56	E Hwy 361	TICKET ISSUED
1500027074	Wed, 12/23/15 17:27	E Hwy 361	TICKET ISSUED
1500027390	Mon, 12/28/15 7:20	E Hwy 361	TICKET ISSUED
1500027392	Mon, 12/28/15 7:52	E Hwy 361	TICKET ISSUED
1500027556	Wed, 12/30/15 9:56	E Hwy 361	TICKET ISSUED
1500025512	Fri, 12/4/15 22:36	1803 E HWY 361	WARNING
1500025585	Sat, 12/5/15 18:57	1803 E HWY 361	TICKET ISSUED
1500026128	Sat, 12/12/15 14:33	1803 E HWY 361	WARNING
1500026349	Mon, 12/14/15 19:06	1803 E HWY 361	TICKET ISSUED
1500027051	Wed, 12/23/15 12:12	1803 E HWY 361	TICKET ISSUED
1500027141	Thu, 12/24/15 14:57	1803 E HWY 361	WARNING
1500027195	Fri, 12/25/15 21:34	1803 E HWY 361	BACK-UP
1500027195	Fri, 12/25/15 21:34	1803 E HWY 361	WARNING
1500027197	Fri, 12/25/15 21:40	1803 E HWY 361	ARREST
1500027197	Fri, 12/25/15 21:40	1803 E HWY 361	BACK-UP
1500027498	Tue, 12/29/15 16:53	1803 E HWY 361	WARNING
1500027499	Tue, 12/29/15 16:57	1803 E HWY 361	WARNING
1500025391	Thu, 12/3/15 4:26	1950 E HWY 361	TICKET ISSUED
1500025449	Fri, 12/4/15 5:10	1950 E HWY 361	WARNING
1500026497	Wed, 12/16/15 12:36	1950 E HWY 361	TICKET ISSUED
1500026458	Wed, 12/16/15 0:00	2100 E HWY 361	TICKET ISSUED
1500026489	Wed, 12/16/15 9:45	2100 E HWY 361	TICKET ISSUED
1500026490	Wed, 12/16/15 9:54	2100 E HWY 361	TICKET ISSUED
1500026493	Wed, 12/16/15 10:02	2100 E HWY 361	COMPLETE

Police No.	Day/Date/Time	Location	Dispositions
1500026590	Thu, 12/17/15 12:47	2100 E HWY 361	TICKET ISSUED
1500026991	Tue, 12/22/15 16:20	2100 E HWY 361	COMPLETE
1500027474	Tue, 12/29/15 10:17	2100 E HWY 361	WARNING
1500027477	Tue, 12/29/15 10:27	2100 E HWY 361	TICKET ISSUED
1500027478	Tue, 12/29/15 10:41	2100 E HWY 361	WARNING
1500027480	Tue, 12/29/15 10:47	2100 E HWY 361	TICKET ISSUED
1500027482	Tue, 12/29/15 11:06	2100 E HWY 361	WARNING
1500027553	Wed, 12/30/15 8:51	2100 E HWY 361	TICKET ISSUED
1500027666	Thu, 12/31/15 22:02	2100 E HWY 361	TICKET ISSUED /TICKET ISSUED
1500027049	Wed, 12/23/15 11:50	100 E McClung Av	TICKET ISSUED
1500025282	Tue, 12/1/15 21:05	120 E MCCLUNG AV	BACK-UP
1500025282	Tue, 12/1/15 21:05	120 E MCCLUNG AV	WARNING
1500025357	Wed, 12/2/15 22:31	120 E MCCLUNG AV	ARREST /TICKET ISSUED
1500025357	Wed, 12/2/15 22:31	120 E MCCLUNG AV	BACK-UP /ARREST
1500025351	Wed, 12/2/15 19:56	200 E McClung Av	BACK-UP
1500025351	Wed, 12/2/15 19:56	200 E McClung Av	WARNING
1500025532	Sat, 12/5/15 1:42	E Nelson Av	ARREST
1500025532	Sat, 12/5/15 1:42	E Nelson Av	BACK-UP
1500025389	Thu, 12/3/15 4:09	E Stapp	BACK-UP
1500025389	Thu, 12/3/15 4:09	E Stapp	WARNING
1500027524	Tue, 12/29/15 22:58	E Wheeler Av	ARREST /TICKET ISSUED /TICKET ISSUED
1500027524	Tue, 12/29/15 22:58	E Wheeler Av	BACK-UP
1500026282	Mon, 12/14/15 1:00	FM 1069	TICKET ISSUED /WARNING
1500025493	Fri, 12/4/15 18:26	104 GILLESPIE LN	WARNING
1500025318	Wed, 12/2/15 9:27	Harbor Island Rd	WARNING
1500025480	Fri, 12/4/15 15:49	Harrison Blvd	TICKET ISSUED
1500025846	Tue, 12/8/15 18:46	Harrison Blvd	WARNING
1500025849	Tue, 12/8/15 19:07	Harrison Blvd	WARNING
1500025853	Tue, 12/8/15 19:27	Harrison Blvd	WARNING
1500025855	Tue, 12/8/15 19:37	Harrison Blvd	WARNING
1500026244	Sun, 12/13/15 19:57	Harrison Blvd	WARNING
1500026310	Mon, 12/14/15 10:26	Harrison Blvd	TICKET ISSUED
1500026328	Mon, 12/14/15 14:13	Harrison Blvd	WARNING
1500026413	Tue, 12/15/15 15:04	Harrison Blvd	TICKET ISSUED
1500026539	Wed, 12/16/15 21:11	Harrison Blvd	BACK-UP
1500026539	Wed, 12/16/15 21:11	Harrison Blvd	WARNING
1500026778	Sun, 12/20/15 0:01	Harrison Blvd	BACK-UP
1500026778	Sun, 12/20/15 0:01	Harrison Blvd	WARNING
1500026831	Sun, 12/20/15 17:47	Harrison Blvd	WARNING
1500027497	Tue, 12/29/15 16:50	Harrison Blvd	WARNING
1500027514	Tue, 12/29/15 20:18	Harrison Blvd	BACK-UP
1500027514	Tue, 12/29/15 20:18	Harrison Blvd	TICKET ISSUED
1500027597	Wed, 12/30/15 23:45	Harrison Blvd	WARNING
1500027654	Thu, 12/31/15 20:22	Harrison Blvd	WARNING
1500026880	Mon, 12/21/15 8:47	Harrison Blvd	WARNING
1500027440	Mon, 12/28/15 22:08	Harrison Blvd	WARNING
1500026433	Tue, 12/15/15 19:18	100 Harrison Blvd	BACK-UP
1500026433	Tue, 12/15/15 19:18	100 Harrison Blvd	TICKET ISSUED
1500026347	Mon, 12/14/15 18:52	200 Harrison Blvd	TICKET ISSUED
1500025554	Sat, 12/5/15 10:52	249 HARRISON BLVD	WARNING
1500027576	Wed, 12/30/15 19:46	300 Harrison Blvd	WARNING
1500026713	Fri, 12/18/15 20:55	400 Harrison Blvd	WARNING
1500025555	Sat, 12/5/15 11:01	415 Harrison Blvd	WARNING
1500027274	Sat, 12/26/15 20:30	415 Harrison Blvd	BACK-UP
1500027274	Sat, 12/26/15 20:30	415 Harrison Blvd	WARNING
1500027407	Mon, 12/28/15 13:36	999 Harrison Blvd	WARNING
1500025248	Tue, 12/1/15 9:16	Huff St	WARNING
1500025404	Thu, 12/3/15 13:37	Hwy 35	WARNING
1500025651	Sun, 12/6/15 18:01	Hwy 35	TICKET ISSUED
1500025694	Mon, 12/7/15 5:21	Hwy 35	WARNING
1500026529	Wed, 12/16/15 19:39	Hwy 35	BACK-UP
1500026529	Wed, 12/16/15 19:39	Hwy 35	TICKET ISSUED
1500026719	Fri, 12/18/15 22:22	Hwy 35	ARREST
1500027072	Wed, 12/23/15 17:07	Hwy 35	TICKET ISSUED

Police No.	Day/Date/Time	Location	Dispositions
1500027183	Fri, 12/25/15 18:32	Hwy 35	WARNING
1500027391	Mon, 12/28/15 7:39	Hwy 35	WARNING
1500025223	Tue, 12/1/15 0:40	1850 HWY 35	BACK-UP
1500025223	Tue, 12/1/15 0:40	1850 HWY 35	TICKET ISSUED
1500026113	Sat, 12/12/15 4:06	1850 HWY 35	BACK-UP
1500026113	Sat, 12/12/15 4:06	1850 HWY 35	WARNING
1500026653	Fri, 12/18/15 5:06	1850 HWY 35	ARREST
1500026653	Fri, 12/18/15 5:06	1850 HWY 35	BACK-UP
1500026530	Wed, 12/16/15 19:48	2100 Hwy 35	BACK-UP
1500026530	Wed, 12/16/15 19:48	2100 Hwy 35	WARNING
1500026678	Fri, 12/18/15 14:25	877 Hwy 35	TICKET ISSUED
1500027071	Wed, 12/23/15 17:02	Hwy 35 Business	BACK-UP
1500027071	Wed, 12/23/15 17:02	Hwy 35 Business	TICKET ISSUED
1500025845	Tue, 12/8/15 18:43	Hwy 35 Business	WARNING
1500026847	Sun, 12/20/15 20:46	1212 HWY 35 BUSINESS	WARNING
1500025450	Fri, 12/4/15 5:18	Hwy 361	BACK-UP
1500025450	Fri, 12/4/15 5:18	Hwy 361	WARNING
1500025513	Fri, 12/4/15 22:46	Hwy 361	BACK-UP
1500025513	Fri, 12/4/15 22:46	Hwy 361	TICKET ISSUED
1500025582	Sat, 12/5/15 18:42	Hwy 361	WARNING
1500026145	Sat, 12/12/15 18:47	Hwy 361	WARNING
1500026342	Mon, 12/14/15 18:24	Hwy 361	TICKET ISSUED
1500026706	Fri, 12/18/15 20:22	Hwy 361	WARNING
1500026707	Fri, 12/18/15 20:23	Hwy 361	TICKET ISSUED
1500026709	Fri, 12/18/15 20:33	Hwy 361	WARNING
1500026742	Sat, 12/19/15 5:31	Hwy 361	WARNING
1500026777	Sat, 12/19/15 23:40	Hwy 361	BACK-UP
1500026777	Sat, 12/19/15 23:40	Hwy 361	TICKET ISSUED
1500027649	Thu, 12/31/15 19:34	Hwy 361	TICKET ISSUED
1500026487	Wed, 12/16/15 9:39	Hwy 361	TICKET ISSUED
1500027661	Thu, 12/31/15 21:09	Hwy 361	WARNING
1500025587	Sat, 12/5/15 19:11	700 Hwy 361	WARNING
1500025588	Sat, 12/5/15 19:24	700 Hwy 361	WARNING
1500026810	Sun, 12/20/15 11:09	700 Hwy 361	TICKET ISSUED
1500026819	Sun, 12/20/15 13:20	700 Hwy 361	TICKET ISSUED
1500027083	Wed, 12/23/15 19:36	700 Hwy 361	WARNING
1500027575	Wed, 12/30/15 19:27	1500 Kenwood Dr	WARNING
1500026956	Tue, 12/22/15 3:05	Lenoir	TICKET ISSUED
1500025505	Fri, 12/4/15 21:27	Marshall Ln	WARNING
1500025635	Sun, 12/6/15 8:46	McCann Dr	WARNING
1500027069	Wed, 12/23/15 16:34	McCann Dr	WARNING
1500025698	Mon, 12/7/15 7:33	McMullen Ln	TICKET ISSUED
1500026237	Sun, 12/13/15 19:20	McMullen Ln	WARNING
1500027599	Wed, 12/30/15 23:51	McMullen Ln	BACK-UP
1500027599	Wed, 12/30/15 23:51	McMullen Ln	WARNING
1500027120	Thu, 12/24/15 2:49	100 Misty Ln	BACK-UP
1500027120	Thu, 12/24/15 2:49	100 Misty Ln	WARNING
1500027121	Thu, 12/24/15 2:56	100 Misty Ln	ARREST
1500027121	Thu, 12/24/15 2:56	100 Misty Ln	VEHICLE TOWED /BACK-UP
1500026147	Sat, 12/12/15 19:00	N 10th St	WARNING
1500025851	Tue, 12/8/15 19:20	100 N 10th St	WARNING
1500026908	Mon, 12/21/15 18:28	300 N 11th St	BACK-UP
1500026908	Mon, 12/21/15 18:28	300 N 11th St	WARNING
1500027281	Sat, 12/26/15 21:24	N 12th St	BACK-UP
1500027281	Sat, 12/26/15 21:24	N 12th St	WARNING
1500025427	Thu, 12/3/15 23:41	N 13th St	BACK-UP
1500025427	Thu, 12/3/15 23:41	N 13th St	WARNING
1500027266	Sat, 12/26/15 18:28	N 13th St	WARNING /WARNING
1500027073	Wed, 12/23/15 17:14	100 N 13th St	WARNING
1500026995	Tue, 12/22/15 18:08	199 N 13th St	WARNING /WARNING
1500026008	Thu, 12/10/15 22:43	200 N 13th St	BACK-UP
1500026008	Thu, 12/10/15 22:43	200 N 13th St	TICKET ISSUED
1500026918	Mon, 12/21/15 20:16	200 N 13th St	WARNING
1500026912	Mon, 12/21/15 18:50	254 N 13TH ST	TICKET ISSUED

Police No.	Day/Date/Time	Location	Dispositions
1500026917	Mon, 12/21/15 20:10	254 N 13TH ST	BACK-UP
1500026917	Mon, 12/21/15 20:10	254 N 13TH ST	WARNING
1500026921	Mon, 12/21/15 20:37	254 N 13TH ST	BACK-UP
1500026921	Mon, 12/21/15 20:37	254 N 13TH ST	WARNING
1500026926	Mon, 12/21/15 21:08	254 N 13TH ST	BACK-UP
1500026926	Mon, 12/21/15 21:08	254 N 13TH ST	WARNING
1500027189	Fri, 12/25/15 19:54	254 N 13th St	BACK-UP
1500027189	Fri, 12/25/15 19:54	254 N 13th St	WARNING
1500027075	Wed, 12/23/15 17:29	N 7th St	WARNING
1500025848	Tue, 12/8/15 18:56	100 N 7th St	WARNING
1500026012	Thu, 12/10/15 23:25	N 8th St	TICKET ISSUED
1500025246	Tue, 12/1/15 8:37	N Av A	TICKET ISSUED
1500025525	Sat, 12/5/15 0:30	N Av A	WARNING
1500025666	Sun, 12/6/15 22:39	100 N Av A	BACK-UP
1500025666	Sun, 12/6/15 22:39	100 N Av A	WARNING
1500026787	Sun, 12/20/15 1:15	100 N Av A	WARNING
1500025362	Thu, 12/3/15 0:12	200 N Av A	BACK-UP
1500025362	Thu, 12/3/15 0:12	200 N Av A	TICKET ISSUED /WARNING
1500026446	Tue, 12/15/15 22:41	300 N Av A	WARNING
1500025364	Thu, 12/3/15 0:29	601 N Av A	WARNING
1500025466	Fri, 12/4/15 11:32	1000 N Commercial St	WARNING
1500025646	Sun, 12/6/15 17:00	1013 N COMMERCIAL ST	WARNING
1500027479	Tue, 12/29/15 10:44	1225 N COMMERCIAL ST	WARNING
1500026441	Tue, 12/15/15 21:32	1262 N COMMERCIAL ST	WARNING
1500027276	Sat, 12/26/15 20:42	150 N COMMERCIAL ST	BACK-UP
1500027276	Sat, 12/26/15 20:42	150 N COMMERCIAL ST	WARNING
1500025579	Sat, 12/5/15 18:17	263 N COMMERCIAL ST	WARNING
1500025547	Sat, 12/5/15 9:28	299 N Commercial St	WARNING
1500026428	Tue, 12/15/15 17:18	406 N Commercial St	WARNING
1500025607	Sat, 12/5/15 23:45	455 N Commercial St	BACK-UP
1500025607	Sat, 12/5/15 23:45	455 N Commercial St	WARNING
1500026565	Thu, 12/17/15 2:36	545 N Commercial St	ARREST
1500026565	Thu, 12/17/15 2:36	545 N Commercial St	BACK-UP
1500027416	Mon, 12/28/15 15:24	699 N Commercial St	WARNING
1500026075	Fri, 12/11/15 19:54	702 N COMMERCIAL ST	BACK-UP
1500026075	Fri, 12/11/15 19:54	702 N COMMERCIAL ST	WARNING
1500027554	Wed, 12/30/15 9:21	800 N Commercial St	TICKET ISSUED
1500026209	Sun, 12/13/15 10:49	N McCampbell St	WARNING
1500026435	Tue, 12/15/15 19:35	N McCampbell St	TICKET ISSUED
1500025991	Thu, 12/10/15 16:39	399 N McCampbell St	TICKET ISSUED
1500026006	Thu, 12/10/15 22:13	399 N McCampbell St	TICKET ISSUED
1500025566	Sat, 12/5/15 12:44	299 N Whitney St	WARNING
1500025759	Mon, 12/7/15 22:38	400 N Whitney St	BACK-UP
1500025759	Mon, 12/7/15 22:38	400 N Whitney St	WARNING
1500027280	Sat, 12/26/15 21:24	Patterson St	WARNING
1500027076	Wed, 12/23/15 17:38	100 Pompano Dr	TICKET ISSUED
1500026309	Mon, 12/14/15 10:14	100 Porpoise Dr	TICKET ISSUED
1500027056	Wed, 12/23/15 14:18	100 Porpoise Dr	WARNING
1500027057	Wed, 12/23/15 14:23	Ransom Dr	WARNING
1500025517	Fri, 12/4/15 23:39	426 RANSOM RD	INFORMATION ONLY
1500026807	Sun, 12/20/15 10:36	427 RANSOM RD	TICKET ISSUED
1500026135	Sat, 12/12/15 15:07	100 s 10th	WARNING
1500025452	Fri, 12/4/15 6:32	S 10th St	WARNING
1500026294	Mon, 12/14/15 6:32	S 10th St	WARNING
1500027605	Thu, 12/31/15 0:13	S 10th St	WARNING
1500025479	Fri, 12/4/15 15:32	S 11th St	TICKET ISSUED
1500025706	Mon, 12/7/15 9:34	S 11th St	WARNING
1500025909	Wed, 12/9/15 15:58	S 11th St	WARNING
1500026146	Sat, 12/12/15 18:57	S 11th St	WARNING
1500026734	Sat, 12/19/15 3:17	S 11th St	TICKET ISSUED
1500027091	Wed, 12/23/15 20:24	S 11th St	WARNING
1500027608	Thu, 12/31/15 0:24	S 11th St	WARNING
1500025506	Fri, 12/4/15 21:38	100 S 11th St	BACK-UP
1500025506	Fri, 12/4/15 21:38	100 S 11th St	WARNING

Police No.	Day/Date/Time	Location	Dispositions
1500027397	Mon, 12/28/15 10:56	1099 S 11th St	TICKET ISSUED
1500025460	Fri, 12/4/15 9:50	S 13th St	WARNING
1500025748	Mon, 12/7/15 20:39	S 13th St	WARNING
1500026711	Fri, 12/18/15 20:41	S 13th St	WARNING
1500026816	Sun, 12/20/15 12:14	S 13th St	WARNING
1500027043	Wed, 12/23/15 10:34	S 13th St	WARNING
1500026907	Mon, 12/21/15 18:23	100 S 13th St	BACK-UP
1500026907	Mon, 12/21/15 18:23	100 S 13th St	WARNING /WARNING
1500025461	Fri, 12/4/15 10:07	S 7th St	WARNING
1500025821	Tue, 12/8/15 12:27	S 7th St	WARNING
1500026036	Fri, 12/11/15 7:47	S 7th St	WARNING
1500026520	Wed, 12/16/15 16:49	S 7th St	TICKET ISSUED
1500027434	Mon, 12/28/15 20:57	S 7th St	WARNING
1500027655	Thu, 12/31/15 20:38	S 7th St	BACK-UP
1500027655	Thu, 12/31/15 20:38	S 7th St	WARNING
1500025760	Mon, 12/7/15 22:43	S 8th S	BACK-UP
1500025760	Mon, 12/7/15 22:43	S 8th S	WARNING
1500026844	Sun, 12/20/15 20:24	S 8th S	WARNING
1500025456	Fri, 12/4/15 8:10	200 S 8th S	WARNING
1500026291	Mon, 12/14/15 1:36	S 8th St	BACK-UP
1500026291	Mon, 12/14/15 1:36	S 8th St	WARNING
1500026361	Mon, 12/14/15 21:47	S 8th St	WARNING
1500026766	Sat, 12/19/15 19:05	S 8th St	WARNING
1500027643	Thu, 12/31/15 19:04	499 S 8th St	WARNING
1500025645	Sun, 12/6/15 16:46	S 9th St	WARNING
1500025808	Tue, 12/8/15 9:21	S 9th St	WARNING
1500026643	Fri, 12/18/15 0:06	S 9th St	BACK-UP
1500026643	Fri, 12/18/15 0:06	S 9th St	WARNING
1500026765	Sat, 12/19/15 19:05	S 9th St	WARNING
1500027523	Tue, 12/29/15 22:55	S 9th St	WARNING
1500027193	Fri, 12/25/15 21:15	200 S 9th St	BACK-UP
1500027193	Fri, 12/25/15 21:15	200 S 9th St	CANCELLED
1500027193	Fri, 12/25/15 21:15	200 S 9th St	WARNING
1500027295	Sun, 12/27/15 0:25	1000 S Arch St	BACK-UP
1500027295	Sun, 12/27/15 0:25	1000 S Arch St	VEHICLE TOWED /WARNING
1500026348	Mon, 12/14/15 18:56	399 S Arch St	WARNING
1500026717	Fri, 12/18/15 21:31	400 S Arch St	BACK-UP
1500026717	Fri, 12/18/15 21:31	400 S Arch St	EDW ISSUED
1500025310	Wed, 12/2/15 5:42	500 S Arch St	BACK-UP
1500025310	Wed, 12/2/15 5:42	500 S Arch St	WARNING
1500025249	Tue, 12/1/15 10:11	S Av A	WARNING
1500025257	Tue, 12/1/15 12:00	S Av A	TICKET ISSUED
1500025463	Fri, 12/4/15 10:33	S Av A	TICKET ISSUED
1500025552	Sat, 12/5/15 10:38	S Av A	WARNING
1500025810	Tue, 12/8/15 9:46	S Av A	BACK-UP
1500025810	Tue, 12/8/15 9:46	S Av A	WARNING
1500026182	Sun, 12/13/15 0:36	S Av A	WARNING
1500026298	Mon, 12/14/15 7:02	S Av A	TICKET ISSUED
1500026390	Tue, 12/15/15 9:03	S Av A	WARNING
1500026422	Tue, 12/15/15 16:29	S Av A	WARNING
1500026904	Mon, 12/21/15 16:46	S Av A	ARREST
1500027050	Wed, 12/23/15 12:07	S Av A	WARNING
1500027059	Wed, 12/23/15 14:47	S Av A	WARNING
1500027060	Wed, 12/23/15 14:54	S Av A	TICKET ISSUED
1500027062	Wed, 12/23/15 15:39	S Av A	WARNING
1500027205	Fri, 12/25/15 23:12	S Av A	BACK-UP
1500027205	Fri, 12/25/15 23:12	S Av A	TICKET ISSUED
1500027271	Sat, 12/26/15 19:33	S Av A	BACK-UP
1500027271	Sat, 12/26/15 19:33	S Av A	WARNING
1500027355	Sun, 12/27/15 21:06	S Av A	BACK-UP
1500027355	Sun, 12/27/15 21:06	S Av A	WARNING
1500027503	Tue, 12/29/15 17:26	S Av A	TICKET ISSUED
1500027509	Tue, 12/29/15 19:15	S Av A	WARNING
1500027572	Wed, 12/30/15 18:54	S Av A	COMPLETE /WARNING

Police No.	Day/Date/Time	Location	Dispositions
1500027573	Wed, 12/30/15 19:11	S Av A	WARNING
1500027669	Thu, 12/31/15 22:39	S Av A	BACK-UP
1500026344	Mon, 12/14/15 18:40	100 S Av A	WARNING
1500027502	Tue, 12/29/15 17:21	105 S AV A	WARNING
1500026325	Mon, 12/14/15 13:46	1400 S Av A	WARNING
1500025660	Sun, 12/6/15 21:21	200 S Av A	WARNING
1500025485	Fri, 12/4/15 16:54	220 S AV A	WARNING
1500027009	Tue, 12/22/15 21:47	220 S AV A	BACK-UP
1500027009	Tue, 12/22/15 21:47	220 S AV A	TICKET ISSUED /WARNING /WARNING
1500026922	Mon, 12/21/15 20:47	300 S Av A	WARNING
1500026000	Thu, 12/10/15 20:31	400 S Av A	BACK-UP
1500026000	Thu, 12/10/15 20:31	400 S Av A	TICKET ISSUED
1500026314	Mon, 12/14/15 11:04	400 S Av A	TICKET ISSUED
1500025985	Thu, 12/10/15 15:41	450 S AV A	TICKET ISSUED
1500026248	Sun, 12/13/15 20:11	450 S AV A	COMPLETE
1500026238	Sun, 12/13/15 19:26	571 S Av A	BACK-UP
1500026238	Sun, 12/13/15 19:26	571 S Av A	WARNING
1500027046	Wed, 12/23/15 11:14	571 S Av A	WARNING
1500027064	Wed, 12/23/15 15:48	571 S Av A	WARNING
1500027496	Tue, 12/29/15 16:42	571 S Av A	WARNING
1500027500	Tue, 12/29/15 17:06	571 S Av A	WARNING
1500027375	Mon, 12/28/15 1:37	700 S Av A	BACK-UP
1500027375	Mon, 12/28/15 1:37	700 S Av A	TICKET ISSUED /WARNING
1500026901	Mon, 12/21/15 15:52	800 S Av A	TICKET ISSUED
1500027472	Tue, 12/29/15 9:39	S Commercial St	TICKET ISSUED
1500026832	Sun, 12/20/15 18:20	1000 S Commercial St	WARNING
1500027061	Wed, 12/23/15 15:10	1000 S Commercial St	WARNING
1500025238	Tue, 12/1/15 5:26	1056 S Commercial St	WARNING
1500025601	Sat, 12/5/15 22:58	1056 S Commercial St	WARNING
1500025656	Sun, 12/6/15 19:54	1056 S Commercial St	WARNING
1500026931	Mon, 12/21/15 22:54	1056 S Commercial St	BACK-UP
1500026931	Mon, 12/21/15 22:54	1056 S Commercial St	TICKET ISSUED /TICKET ISSUED /WARNING
1500025240	Tue, 12/1/15 5:42	1100 S Commercial St	BACK-UP
1500025240	Tue, 12/1/15 5:42	1100 S Commercial St	WARNING
1500026351	Mon, 12/14/15 19:21	1100 S Commercial St	WARNING
1500026750	Sat, 12/19/15 12:03	1152 S Commercial St	TICKET ISSUED
1500027394	Mon, 12/28/15 8:36	1152 S Commercial St	TICKET ISSUED
1500025239	Tue, 12/1/15 5:40	1300 S COMMERCIAL ST	TICKET ISSUED
1500026392	Tue, 12/15/15 9:15	1300 S COMMERCIAL ST	TICKET ISSUED
1500027202	Fri, 12/25/15 22:47	1330 S COMMERCIAL ST	WARNING
1500025592	Sat, 12/5/15 19:54	157 S Commercial St	BACK-UP
1500025592	Sat, 12/5/15 19:54	157 S Commercial St	WARNING
1500025613	Sun, 12/6/15 0:57	157 S Commercial St	BACK-UP
1500025613	Sun, 12/6/15 0:57	157 S Commercial St	WARNING
1500025561	Sat, 12/5/15 11:55	160 S COMMERCIAL ST	WARNING
1500025309	Wed, 12/2/15 5:38	200 S Commercial St	WARNING
1500025864	Tue, 12/8/15 22:06	200 S Commercial St	WARNING
1500026020	Fri, 12/11/15 1:34	2000 S Commercial St	WARNING
1500026306	Mon, 12/14/15 9:11	221 S COMMERCIAL ST	TICKET ISSUED
1500026306	Mon, 12/14/15 9:11	221 S COMMERCIAL ST	WARNING
1500025495	Fri, 12/4/15 19:09	300 S Commercial St	WARNING
1500026155	Sat, 12/12/15 20:20	399 S Commercial St	WARNING
1500026004	Thu, 12/10/15 22:00	400 S Commercial St	WARNING
1500026447	Tue, 12/15/15 23:00	400 S Commercial St	WARNING
1500027257	Sat, 12/26/15 14:38	400 S Commercial St	WARNING
1500027579	Wed, 12/30/15 21:24	400 S Commercial St	BACK-UP
1500027579	Wed, 12/30/15 21:24	400 S Commercial St	WARNING
1500027646	Thu, 12/31/15 19:11	402 S COMMERCIAL ST	COMPLETE /BACK-UP
1500027646	Thu, 12/31/15 19:11	402 S COMMERCIAL ST	WARNING
1500026242	Sun, 12/13/15 19:46	434 S COMMERCIAL ST	BACK-UP
1500026242	Sun, 12/13/15 19:46	434 S COMMERCIAL ST	WARNING
1500026997	Tue, 12/22/15 18:37	434 S COMMERCIAL ST	WARNING
1500027441	Mon, 12/28/15 22:19	462 S COMMERCIAL ST	BACK-UP
1500027441	Mon, 12/28/15 22:19	462 S COMMERCIAL ST	WARNING

Police No.	Day/Date/Time	Location	Dispositions
1500025408	Thu, 12/3/15 16:32	499 S Commercial St	COMPLETE
1500027085	Wed, 12/23/15 19:42	499 S Commercial St	WARNING
1500026451	Tue, 12/15/15 23:25	500 S Commercial St	BACK-UP
1500026451	Tue, 12/15/15 23:25	500 S Commercial St	WARNING
1500025737	Mon, 12/7/15 18:27	525 S COMMERCIAL ST	BACK-UP
1500025737	Mon, 12/7/15 18:27	525 S COMMERCIAL ST	WARNING
1500027136	Thu, 12/24/15 11:17	607 S COMMERCIAL ST	WARNING
1500026523	Wed, 12/16/15 17:38	614 S COMMERCIAL ST	WARNING
1500027277	Sat, 12/26/15 20:55	614 S COMMERCIAL ST	WARNING
1500025615	Sun, 12/6/15 1:16	634 S Commercial St	WARNING
1500025959	Thu, 12/10/15 8:02	634 S Commercial St	WARNING
1500027402	Mon, 12/28/15 12:33	634 S Commercial St	WARNING
1500027495	Tue, 12/29/15 16:22	634 S Commercial St	WARNING
1500025546	Sat, 12/5/15 9:19	699 S Commercial St	WARNING
1500026302	Mon, 12/14/15 8:27	699 S Commercial St	WARNING
1500025820	Tue, 12/8/15 12:20	709 S COMMERCIAL ST	WARNING
1500026387	Tue, 12/15/15 8:20	709 S COMMERCIAL ST	TICKET ISSUED
1500027038	Wed, 12/23/15 9:05	709 S COMMERCIAL ST	TICKET ISSUED
1500027351	Sun, 12/27/15 20:14	709 S COMMERCIAL ST	WARNING
1500025531	Sat, 12/5/15 1:35	762 S COMMERCIAL ST	WARNING
1500027048	Wed, 12/23/15 11:35	762 S COMMERCIAL ST	WARNING
1500027273	Sat, 12/26/15 19:48	762 S COMMERCIAL ST	BACK-UP
1500027273	Sat, 12/26/15 19:48	762 S COMMERCIAL ST	TICKET ISSUED /TICKET ISSUED /VEHICLE TOW
1500027473	Tue, 12/29/15 10:00	762 S COMMERCIAL ST	WARNING
1500025265	Tue, 12/1/15 14:07	860 S Commercial St	WARNING
1500025600	Sat, 12/5/15 22:50	860 S COMMERCIAL ST	WARNING
1500027400	Mon, 12/28/15 12:18	860 S COMMERCIAL ST	TICKET ISSUED
1500026398	Tue, 12/15/15 10:31	899 S Commercial St	TICKET ISSUED
1500025237	Tue, 12/1/15 5:18	952 S COMMERCIAL ST	WARNING
1500026032	Fri, 12/11/15 5:35	952 S COMMERCIAL ST	TICKET ISSUED
1500026753	Sat, 12/19/15 12:50	S Houston St	ARREST
1500026753	Sat, 12/19/15 12:50	S Houston St	BACK-UP
1500027282	Sat, 12/26/15 21:45	S Houston St	WARNING
1500026007	Thu, 12/10/15 22:25	1099 S Houston St	WARNING
1500025818	Tue, 12/8/15 11:45	299 S Houston St	WARNING
1500026329	Mon, 12/14/15 14:35	399 S Houston St	BACK-UP
1500026329	Mon, 12/14/15 14:35	399 S Houston St	TICKET ISSUED
1500026673	Fri, 12/18/15 13:24	399 S Houston St	TICKET ISSUED
1500026700	Fri, 12/18/15 19:00	399 S Houston St	TICKET ISSUED
1500027275	Sat, 12/26/15 20:35	399 S Houston St	BACK-UP
1500027275	Sat, 12/26/15 20:35	399 S Houston St	WARNING
1500026761	Sat, 12/19/15 16:12	S Lamont St	TICKET ISSUED
1500025504	Fri, 12/4/15 21:16	199 S Lamont St	TICKET ISSUED
1500026149	Sat, 12/12/15 19:11	199 S Lamont St	TICKET ISSUED
1500026442	Tue, 12/15/15 21:45	199 S Lamont St	WARNING
1500027263	Sat, 12/26/15 17:58	799 S Lamont St	WARNING
1500025514	Fri, 12/4/15 22:50	900 S Lamont St	BACK-UP
1500025514	Fri, 12/4/15 22:50	900 S Lamont St	WARNING
1500025811	Tue, 12/8/15 10:24	S McCampbell St	WARNING
1500026577	Thu, 12/17/15 4:36	S McCampbell St	BACK-UP
1500026577	Thu, 12/17/15 4:36	S McCampbell St	TICKET ISSUED
1500026611	Thu, 12/17/15 16:47	399 S McCampbell St	WARNING
1500026695	Fri, 12/18/15 18:20	399 S McCampbell St	WARNING
1500027395	Mon, 12/28/15 8:38	399 S McCampbell St	WARNING
1500027516	Tue, 12/29/15 20:37	399 S McCampbell St	WARNING
1500025608	Sun, 12/6/15 0:04	399 S Pacific St	WARNING
1500027087	Wed, 12/23/15 19:51	1000 S Rife St	BACK-UP
1500027087	Wed, 12/23/15 19:51	1000 S Rife St	WARNING
1500025659	Sun, 12/6/15 20:54	1100 S Rife St	WARNING
1500025262	Tue, 12/1/15 13:39	199 S Rife St	WARNING
1500026139	Sat, 12/12/15 16:31	299 S Rife St	WARNING
1500026770	Sat, 12/19/15 20:03	399 S Rife St	TICKET ISSUED
1500025648	Sun, 12/6/15 17:15	1104 S Whitney St	WARNING
1500027505	Tue, 12/29/15 18:09	299 S Whitney St	WARNING

Police No.	Day/Date/Time	Location	Dispositions
1500026131	Sat, 12/12/15 14:54	Saunders	TICKET ISSUED
1500027044	Wed, 12/23/15 10:44	Saunders	WARNING
1500026748	Sat, 12/19/15 10:17	Sea Mist Dr	WARNING
1500026820	Sun, 12/20/15 13:32	Sea Mist Dr	TICKET ISSUED
1500027237	Sat, 12/26/15 3:57	Sea Mist Dr	WARNING /WARNING
1500027417	Mon, 12/28/15 15:39	W Beasley Av	TICKET ISSUED
1500027549	Wed, 12/30/15 4:36	W De Berry Av	WARNING
1500026905	Mon, 12/21/15 17:09	1100 W De Berry Av	BACK-UP
1500026905	Mon, 12/21/15 17:09	1100 W De Berry Av	TICKET ISSUED /WARNING
1500026897	Mon, 12/21/15 15:15	1400 W De Berry Av	TICKET ISSUED
1500027574	Wed, 12/30/15 19:15	1700 W De Berry Av	WARNING
1500027229	Sat, 12/26/15 1:18	199 W De Berry Av	WARNING
1500027040	Wed, 12/23/15 9:47	299 W De Berry Av	TICKET ISSUED
1500027144	Thu, 12/24/15 15:47	299 W De Berry Av	WARNING
1500027086	Wed, 12/23/15 19:49	400 W De Berry Av	WARNING
1500025522	Sat, 12/5/15 0:12	600 W De Berry Av	WARNING
1500025996	Thu, 12/10/15 19:18	W Goodnight Av	WARNING
1500026245	Sun, 12/13/15 20:03	W Goodnight Av	WARNING
1500026438	Tue, 12/15/15 19:59	W Goodnight Av	WARNING
1500025738	Mon, 12/7/15 18:35	100 W Goodnight Av	ARREST
1500025738	Mon, 12/7/15 18:35	100 W Goodnight Av	BACK-UP
1500025847	Tue, 12/8/15 18:50	100 W Goodnight Av	WARNING
1500026449	Tue, 12/15/15 23:11	100 W Goodnight Av	BACK-UP
1500026449	Tue, 12/15/15 23:11	100 W Goodnight Av	TICKET ISSUED
1500027647	Thu, 12/31/15 19:14	100 W Goodnight Av	WARNING
1500025280	Tue, 12/1/15 20:23	200 W Goodnight Av	WARNING
1500025390	Thu, 12/3/15 4:18	200 W Goodnight Av	BACK-UP
1500025390	Thu, 12/3/15 4:18	200 W Goodnight Av	WARNING
1500025896	Wed, 12/9/15 12:09	200 W Goodnight Av	WARNING
1500025897	Wed, 12/9/15 12:15	200 W Goodnight Av	WARNING
1500026485	Wed, 12/16/15 9:24	200 W Goodnight Av	TICKET ISSUED
1500026704	Fri, 12/18/15 20:08	200 W Goodnight Av	BACK-UP
1500026704	Fri, 12/18/15 20:08	200 W Goodnight Av	TICKET ISSUED
1500027515	Tue, 12/29/15 20:37	200 W Goodnight Av	WARNING
1500026354	Mon, 12/14/15 19:26	399 W Goodnight Av	TICKET ISSUED
1500025649	Sun, 12/6/15 17:23	W Highland Av	TICKET ISSUED
1500026251	Sun, 12/13/15 20:42	W Highland Av	WARNING
1500027203	Fri, 12/25/15 22:55	W Highland Av	BACK-UP
1500027203	Fri, 12/25/15 22:55	W Highland Av	WARNING
1500025733	Mon, 12/7/15 18:14	W Lott Av	BACK-UP
1500025733	Mon, 12/7/15 18:14	W Lott Av	WARNING
1500026916	Mon, 12/21/15 19:46	1300 W Lott Av	BACK-UP
1500026916	Mon, 12/21/15 19:46	1300 W Lott Av	TICKET ISSUED /TICKET ISSUED
1500026930	Mon, 12/21/15 22:36	1300 W Lott Av	WARNING
1500025270	Tue, 12/1/15 15:10	200 W Maddox Av	WARNING
1500027004	Tue, 12/22/15 19:46	W Matlock Av	WARNING
1500027483	Tue, 12/29/15 11:14	W Matlock Av	WARNING
1500026909	Mon, 12/21/15 18:34	1399 W Matlock Av	ARREST
1500026909	Mon, 12/21/15 18:34	1399 W Matlock Av	BACK-UP
1500027200	Fri, 12/25/15 22:33	1400 W Matlock Av	BACK-UP
1500027200	Fri, 12/25/15 22:33	1400 W Matlock Av	WARNING /WARNING
1500026424	Tue, 12/15/15 16:38	100 W McClung Av	WARNING
1500025550	Sat, 12/5/15 10:18	1500 W McClung Av	WARNING
1500026337	Mon, 12/14/15 15:42	1800 W McClung Av	TICKET ISSUED
1500027067	Wed, 12/23/15 16:07	1400 W Moore Av	WARNING
1500026001	Thu, 12/10/15 21:18	W Nelson Av	BACK-UP
1500026001	Thu, 12/10/15 21:18	W Nelson Av	WARNING
1500026303	Mon, 12/14/15 8:47	W Nelson Av	WARNING
1500026666	Fri, 12/18/15 10:47	W Nelson Av	WARNING
1500025958	Thu, 12/10/15 7:54	100 W Nelson Av	WARNING
1500025700	Mon, 12/7/15 7:56	1099 W Nelson Av	TICKET ISSUED
1500025388	Thu, 12/3/15 3:42	100 W Pryor Av	BACK-UP
1500025388	Thu, 12/3/15 3:42	100 W Pryor Av	WARNING
1500026812	Sun, 12/20/15 11:23	299 W Stapp Av	TICKET ISSUED

Police No.	Day/Date/Time	Location	Dispositions
1500025799	Tue, 12/8/15 6:36	100 W Stoddard Av	WARNING
1500026425	Tue, 12/15/15 16:47	100 W Stoddard Av	TICKET ISSUED
1500027552	Wed, 12/30/15 8:29	100 W Stoddard Av	WARNING
1500025454	Fri, 12/4/15 7:52	W Wheeler Ave	WARNING
1500025850	Tue, 12/8/15 19:13	W Wheeler Ave	BACK-UP
1500025850	Tue, 12/8/15 19:13	W Wheeler Ave	WARNING
1500026156	Sat, 12/12/15 20:22	W Wheeler Ave	BACK-UP
1500026156	Sat, 12/12/15 20:22	W Wheeler Ave	TICKET ISSUED
1500026250	Sun, 12/13/15 20:32	W Wheeler Ave	WARNING
1500026386	Tue, 12/15/15 8:15	W Wheeler Ave	TICKET ISSUED
1500026517	Wed, 12/16/15 16:04	W Wheeler Ave	WARNING
1500026537	Wed, 12/16/15 21:02	W Wheeler Ave	BACK-UP
1500026537	Wed, 12/16/15 21:02	W Wheeler Ave	WARNING
1500026903	Mon, 12/21/15 16:26	W Wheeler Ave	WARNING
1500027097	Wed, 12/23/15 22:11	W Wheeler Ave	WARNING
1500027283	Sat, 12/26/15 21:53	W Wheeler Ave	BACK-UP
1500027283	Sat, 12/26/15 21:53	W Wheeler Ave	WARNING
1500027427	Mon, 12/28/15 19:10	W Wheeler Ave	WARNING
1500027501	Tue, 12/29/15 17:21	W Wheeler Ave	WARNING
1500025484	Fri, 12/4/15 16:31	100 W Wheeler Ave	WARNING
1500025665	Sun, 12/6/15 22:32	100 W Wheeler Ave	BACK-UP
1500025665	Sun, 12/6/15 22:32	100 W Wheeler Ave	TICKET ISSUED /TICKET ISSUED
1500027152	Thu, 12/24/15 19:32	1119 W Wheeler Ave	BACK-UP
1500027152	Thu, 12/24/15 19:32	1119 W Wheeler Ave	WARNING
1500025236	Tue, 12/1/15 5:15	1140 W Wheeler Ave	WARNING
1500025367	Thu, 12/3/15 0:44	1140 W Wheeler Ave	BACK-UP
1500025367	Thu, 12/3/15 0:44	1140 W Wheeler Ave	WARNING
1500025624	Sun, 12/6/15 2:07	1140 W Wheeler Ave	BACK-UP
1500025624	Sun, 12/6/15 2:07	1140 W Wheeler Ave	WARNING
1500025798	Tue, 12/8/15 4:14	1140 W Wheeler Ave	BACK-UP
1500025798	Tue, 12/8/15 4:14	1140 W Wheeler Ave	WARNING
1500026223	Sun, 12/13/15 16:54	1140 W Wheeler Ave	TICKET ISSUED
1500026240	Sun, 12/13/15 19:33	1140 W Wheeler Ave	BACK-UP
1500026240	Sun, 12/13/15 19:33	1140 W Wheeler Ave	WARNING
1500026756	Sat, 12/19/15 14:15	1140 W Wheeler Ave	WARNING
1500025261	Tue, 12/1/15 13:20	1213 W Wheeler Ave	WARNING
1500027199	Fri, 12/25/15 22:21	1213 W Wheeler Ave	BACK-UP
1500027199	Fri, 12/25/15 22:21	1213 W Wheeler Ave	WARNING
1500026532	Wed, 12/16/15 19:58	1307 W Wheeler Ave	BACK-UP
1500026532	Wed, 12/16/15 19:58	1307 W Wheeler Ave	WARNING /WARNING
1500026702	Fri, 12/18/15 20:01	1307 W Wheeler Ave	WARNING
1500027088	Wed, 12/23/15 20:00	1307 W Wheeler Ave	BACK-UP
1500027088	Wed, 12/23/15 20:00	1307 W Wheeler Ave	WARNING
1500027129	Thu, 12/24/15 7:02	1307 W Wheeler Ave	WARNING
1500025247	Tue, 12/1/15 9:00	1354 W Wheeler Ave	WARNING
1500025430	Fri, 12/4/15 0:24	1354 W Wheeler Ave	BACK-UP
1500025430	Fri, 12/4/15 0:24	1354 W Wheeler Ave	WARNING
1500025562	Sat, 12/5/15 12:04	1354 W Wheeler Ave	WARNING
1500025986	Thu, 12/10/15 16:01	1354 W Wheeler Ave	TICKET ISSUED
1500026536	Wed, 12/16/15 20:58	1354 W Wheeler Ave	WARNING
1500025859	Tue, 12/8/15 20:04	1414 W Wheeler Ave	WARNING
1500027005	Tue, 12/22/15 19:49	1414 W Wheeler Ave	ARREST
1500027005	Tue, 12/22/15 19:49	1414 W Wheeler Ave	BACK-UP
1500026232	Sun, 12/13/15 19:01	1450 W Wheeler Ave	BACK-UP
1500026232	Sun, 12/13/15 19:01	1450 W Wheeler Ave	TICKET ISSUED /WARNING
1500026682	Fri, 12/18/15 14:41	1450 W Wheeler Ave	WARNING
1500025520	Fri, 12/4/15 23:59	1515 W Wheeler Ave	BACK-UP
1500025520	Fri, 12/4/15 23:59	1515 W Wheeler Ave	WARNING
1500027471	Tue, 12/29/15 9:28	1515 W Wheeler Ave	WARNING
1500025281	Tue, 12/1/15 20:42	1560 W Wheeler Ave	BACK-UP
1500025281	Tue, 12/1/15 20:42	1560 W Wheeler Ave	WARNING
1500026443	Tue, 12/15/15 21:52	1560 W Wheeler Ave	WARNING
1500027269	Sat, 12/26/15 18:55	1560 W Wheeler Ave	BACK-UP
1500027269	Sat, 12/26/15 18:55	1560 W Wheeler Ave	TICKET ISSUED

Police No.	Day/Date/Time	Location	Dispositions
1500025693	Mon, 12/7/15 5:06	1561 W Wheeler Ave	BACK-UP
1500025693	Mon, 12/7/15 5:06	1561 W Wheeler Ave	WARNING
1500025904	Wed, 12/9/15 13:53	1561 W Wheeler Ave	WARNING
1500026710	Fri, 12/18/15 20:37	1605 W Wheeler Ave	WARNING
1500025995	Thu, 12/10/15 18:12	1662 W Wheeler Ave	WARNING
1500026389	Tue, 12/15/15 8:52	1662 W Wheeler Ave	TICKET ISSUED
1500025509	Fri, 12/4/15 22:11	1711 W Wheeler Ave	BACK-UP
1500025509	Fri, 12/4/15 22:11	1711 W Wheeler Ave	WARNING
1500025823	Tue, 12/8/15 12:54	1711 W Wheeler Ave	WARNING
1500027466	Tue, 12/29/15 5:23	1711 W Wheeler Ave	WARNING
1500027405	Mon, 12/28/15 12:52	1731 W Wheeler Ave	WARNING
1500026436	Tue, 12/15/15 19:36	1843 W Wheeler Ave	TICKET ISSUED
1500026531	Wed, 12/16/15 19:56	1843 W Wheeler Ave	WARNING
1500027025	Wed, 12/23/15 0:08	1843 W Wheeler Ave	BACK-UP
1500027025	Wed, 12/23/15 0:08	1843 W Wheeler Ave	EDW ISSUED
1500026913	Mon, 12/21/15 19:14	1901 W Wheeler Ave	WARNING
1500027376	Mon, 12/28/15 1:57	1901 W Wheeler Ave	BACK-UP
1500027376	Mon, 12/28/15 1:57	1901 W Wheeler Ave	WARNING
1500026434	Tue, 12/15/15 19:23	1904 W Wheeler Ave	BACK-UP
1500026434	Tue, 12/15/15 19:23	1904 W Wheeler Ave	TICKET ISSUED
1500025459	Fri, 12/4/15 9:33	1911 W Wheeler Ave	WARNING
1500026437	Tue, 12/15/15 19:43	1911 W Wheeler Ave	ARREST
1500026437	Tue, 12/15/15 19:43	1911 W Wheeler Ave	BACK-UP
1500026358	Mon, 12/14/15 21:13	1916 W Wheeler Ave	BACK-UP
1500026358	Mon, 12/14/15 21:13	1916 W Wheeler Ave	TICKET ISSUED /TICKET ISSUED /WARNING
1500026388	Tue, 12/15/15 8:37	1916 W Wheeler Ave	TICKET ISSUED
1500027586	Wed, 12/30/15 22:44	1916 W Wheeler Ave	WARNING
1500026295	Mon, 12/14/15 6:35	1920 W Wheeler Ave	WARNING
1500027035	Wed, 12/23/15 7:49	1920 W Wheeler Ave	WARNING
1500027413	Mon, 12/28/15 14:58	1920 W Wheeler Ave	TICKET ISSUED
1500027089	Wed, 12/23/15 20:06	1921 W Wheeler Ave	ARREST
1500027089	Wed, 12/23/15 20:06	1921 W Wheeler Ave	WARNING
1500025640	Sun, 12/6/15 13:07	1929 W Wheeler Ave	WARNING
1500025477	Fri, 12/4/15 14:48	2003 W Wheeler Ave	COMPLETE
1500026327	Mon, 12/14/15 13:59	2100 W Wheeler Ave	CANCELLED
1500025250	Tue, 12/1/15 10:39	2118 W Wheeler Ave	WARNING
1500026535	Wed, 12/16/15 20:46	2118 W Wheeler Ave	BACK-UP
1500026535	Wed, 12/16/15 20:46	2118 W Wheeler Ave	WARNING
1500025662	Sun, 12/6/15 22:08	2120 W Wheeler Ave	BACK-UP
1500025662	Sun, 12/6/15 22:08	2120 W Wheeler Ave	WARNING
1500026391	Tue, 12/15/15 9:03	2200 W Wheeler Ave	TICKET ISSUED
1500027518	Tue, 12/29/15 20:53	2285 W Wheeler Ave	WARNING
1500025251	Tue, 12/1/15 10:45	2501 W Wheeler Ave	WARNING
1500026982	Tue, 12/22/15 14:51	2501 W Wheeler Ave	WARNING
1500027045	Wed, 12/23/15 10:58	2501 W Wheeler Ave	WARNING
1500027167	Fri, 12/25/15 1:34	2501 W Wheeler Ave	BACK-UP
1500027167	Fri, 12/25/15 1:34	2501 W Wheeler Ave	COMPLETE
1500025678	Sun, 12/6/15 23:58	2607 W Wheeler Ave	BACK-UP
1500025678	Sun, 12/6/15 23:58	2607 W Wheeler Ave	INFORMATION ONLY
1500026393	Tue, 12/15/15 9:16	2702 W Wheeler Ave	TICKET ISSUED
1500027175	Fri, 12/25/15 13:50	2702 W Wheeler Ave	WARNING
1500027580	Wed, 12/30/15 21:47	2702 W Wheeler Ave	BACK-UP
1500027580	Wed, 12/30/15 21:47	2702 W Wheeler Ave	WARNING
1500025589	Sat, 12/5/15 19:28	2737 W Wheeler Ave	COMPLETE
1500025348	Wed, 12/2/15 18:24	620 W Wheeler Ave	BACK-UP
1500025348	Wed, 12/2/15 18:24	620 W Wheeler Ave	WARNING
1500025644	Sun, 12/6/15 16:33	620 W Wheeler Ave	WARNING
1500025856	Tue, 12/8/15 19:44	620 W Wheeler Ave	BACK-UP
1500025856	Tue, 12/8/15 19:44	620 W Wheeler Ave	WARNING
1500025998	Thu, 12/10/15 19:33	620 W Wheeler Ave	WARNING
1500026235	Sun, 12/13/15 19:11	620 W Wheeler Ave	WARNING
1500026525	Wed, 12/16/15 18:48	620 W Wheeler Ave	WARNING
1500026769	Sat, 12/19/15 19:32	620 W Wheeler Ave	BACK-UP
1500026769	Sat, 12/19/15 19:32	620 W Wheeler Ave	TICKET ISSUED

Police No.	Day/Date/Time	Location	Dispositions
1500027084	Wed, 12/23/15 19:40	620 W Wheeler Ave	WARNING
1500026194	Sun, 12/13/15 2:59	700 W Wheeler Ave	BACK-UP
1500026194	Sun, 12/13/15 2:59	700 W Wheeler Ave	TICKET ISSUED
1500026543	Wed, 12/16/15 22:02	700 W Wheeler Ave	BACK-UP
1500026543	Wed, 12/16/15 22:02	700 W Wheeler Ave	TICKET ISSUED
1500027321	Sun, 12/27/15 3:27	700 W Wheeler Ave	BACK-UP
1500027321	Sun, 12/27/15 3:27	700 W Wheeler Ave	WARNING
1500027435	Mon, 12/28/15 20:58	700 W Wheeler Ave	TICKET ISSUED
1500027571	Wed, 12/30/15 18:53	700 W Wheeler Ave	WARNING
1500026140	Sat, 12/12/15 16:40	839 W Wheeler Ave	WARNING
1500026758	Sat, 12/19/15 14:24	839 W Wheeler Ave	TICKET ISSUED
1500025658	Sun, 12/6/15 20:54	900 W Wheeler Ave	BACK-UP
1500025658	Sun, 12/6/15 20:54	900 W Wheeler Ave	WARNING
1500026345	Mon, 12/14/15 18:47	900 W Wheeler Ave	WARNING
1500027272	Sat, 12/26/15 19:47	900 W Wheeler Ave	BACK-UP
1500027272	Sat, 12/26/15 19:47	900 W Wheeler Ave	WARNING
1500025654	Sun, 12/6/15 19:28	939 W Wheeler Ave	WARNING
1500025739	Mon, 12/7/15 18:35	W Wilson Av	WARNING
1500027442	Mon, 12/28/15 22:35	W Wilson Av	WARNING
1500025591	Sat, 12/5/15 19:49	100 W Wilson Av	BACK-UP
1500025591	Sat, 12/5/15 19:49	100 W Wilson Av	WARNING
1500026406	Tue, 12/15/15 13:25	100 W Wilson Av	TICKET ISSUED
1500026973	Tue, 12/22/15 11:43	100 W Wilson Av	WARNING
1500025839	Tue, 12/8/15 15:30	400 W Wilson Av	TICKET ISSUED
1500025467	Fri, 12/4/15 11:46	W Yoakum Av	WARNING
1500025593	Sat, 12/5/15 20:00	W Yoakum Av	WARNING
1500025822	Tue, 12/8/15 12:40	W Yoakum Av	WARNING
1500025997	Thu, 12/10/15 19:24	W Yoakum Av	WARNING
1500026073	Fri, 12/11/15 19:41	W Yoakum Av	BACK-UP
1500026073	Fri, 12/11/15 19:41	W Yoakum Av	WARNING
1500026338	Mon, 12/14/15 16:00	W Yoakum Av	TICKET ISSUED
1500026915	Mon, 12/21/15 19:44	W Yoakum Av	BACK-UP
1500026915	Mon, 12/21/15 19:44	W Yoakum Av	TICKET ISSUED
1500027099	Wed, 12/23/15 22:24	W Yoakum Av	WARNING
1500027508	Tue, 12/29/15 18:55	W Yoakum Av	BACK-UP
1500027508	Tue, 12/29/15 18:55	W Yoakum Av	WARNING
1500026252	Sun, 12/13/15 20:48	W Yoakum Av	BACK-UP
1500026252	Sun, 12/13/15 20:48	W Yoakum Av	TICKET ISSUED
1500025702	Mon, 12/7/15 8:10	1199 W Yoakum Av	WARNING
1500025894	Wed, 12/9/15 11:26	799 W Yoakum Av	WARNING
1500026617	Thu, 12/17/15 18:25	Wehring	TICKET ISSUED
1500026923	Mon, 12/21/15 20:47	100 Wehring Ln	BACK-UP
1500026923	Mon, 12/21/15 20:47	100 Wehring Ln	WARNING

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Aransas Pass Police Department

Jail Booking Summary

12/1/2015 Through 12/31/2015

White: 46	Hispanic: 28
Black: 1	Non-Hisp.: 20
Asian 0	Unk: 0
Other: 1	Males: 42
Unk: 0	Females: 6
Tot. Arrests: 48	

Arrest#	PoliceNum	Day/Date/Time	Charges	Class	Name	Race /Sex	Age	Ht/Wt
21368	1500025245	Tue 12/1/15 8:44 AM	Warrant Arrest	Class C	Glen Shedd	W/M	54	5'8"/145lbs
21266	1500025277	Tue 12/1/15 5:50 PM	THEFT PROP >=\$100<\$750	Class B	Benito Pena	H/M	23	5'8"/135lbs
21896	1500025276	Tue 12/1/15 6:44 PM	Warrant Arrest	Class C	Samantha Davis	W/F	29	5'3"/160lbs
20973	1500025346	Wed 12/2/15 6:07 PM	ASSAULT CAUSES BODILY INJURY FAMILY MEMB	Class A	Allen Longoria	H/M	27	5'0"/150lbs
21898	1500025357	Wed 12/2/15 10:49 PM	Warrant Arrest	Class C	Benjamin Weeks	W/M	19	5'7"/136lbs
20414	1500025382	Thu 12/3/15 1:57 AM	Warrant Arrest	Class C	Mark Ochoa	H/M	38	5'5"/175lbs
21900	1500025399	Thu 12/3/15 12:48 PM	EVADING ARREST DET W/VEH	Felony 3	Cecilia Morin	W/F	29	5'5"/180lbs
21901	1500025532	Sat 12/5/15 2:11 AM	DRIVING WHILE INTOXICATED/OPEN ALCH CONT.	Class B	Jose Flores	H/M	27	5'9"/260lbs
21902	1500025690	Mon 12/7/15 2:55 AM	POSS MARIJ <2OZ	Class B	Jose Martinez	H/M	45	5'7"/170lbs
21903	1500025738	Mon 12/7/15 6:57 PM	Warrant Arrest	Class C	JESSICA MORENO	H/F	39	5'6"/215lbs
21904	1500025890	Wed 12/9/15 9:24 AM	Warrant Arrest	Class C	Pharo Martinez	H/M	26	5'8"/270lbs
21130	1500025921	Wed 12/9/15 7:34 PM	THEFT PROP <\$2,500 2/MORE PREV CONV	SJF	Justin Gunnels	W/M	25	5'11"/150lbs
21356	1500025953	Thu 12/10/15 8:33 AM	POSS CS PG 1 <1G	SJF	Warren Heavin	W/M	39	5'6"/130lbs
21908	1500026050	Fri 12/11/15 1:31 PM	POSS CS PG 2-A <= 2OZ	Class B	Brandon Shytles	W/M	28	5'10"/190lbs
21909	1500026057	Fri 12/11/15 4:15 PM	DRIVING WHILE INTOXICATED	Class B	Michael Odell	W/M	50	5'7"/240lbs
21910	1500026085	Fri 12/11/15 11:41 PM	DRIVING WHILE INTOXICATED BAC >= 0.15	Class A	Domingo Ortiz	H/M	23	5'8"/175lbs
21911	1500026116	Sat 12/12/15 7:37 AM	DRIVING WHILE INTOXICATED W/CHILD UNDER 1	SJF	Tranquilino Martinez	H/M	31	5'11"/213lbs
21912	1500026142	Sat 12/12/15 5:35 PM	DRIVING WHILE INTOXICATED 2ND	Class A	William Kerr	W/M	67	5'6"/155lbs
21914	1500026151	Sat 12/12/15 7:45 PM	Warrant Arrest Felony	SJF	Russell Johnson	W/M	33	6'2"/210lbs
21915	1500026195	Sun 12/13/15 3:48 AM	Public Intoxication	Class C	Juan Flores	H/M	46	5'9"/
20475	1500026260	Sun 12/13/15 10:26 PM	LEWD/IMMORAL/INDECENT CONDUCT	Class A	Anthony Tyler	H/M	42	5'8"/175lbs
21917	1500026401	Tue 12/15/15 12:59 PM	Public Intoxication	Class C	Jerred Schaede	W/M	31	5'10"/170lbs
21918	1500026437	Tue 12/15/15 8:13 PM	DRIVING W/LIC INV W/PREV CONV/SUSP/W/O FIN	Class B	Estevan Martinez	H/M	59	5'8"/160lbs
21920	1500026540	Wed 12/16/15 9:49 PM	DRIVING WHILE INTOXICATED	Class B	Samuel Deluna	H/M	36	5'7"/175lbs
21921	1500026565	Thu 12/17/15 2:51 AM	Warrant Arrest	Class C	Blake Edwards	H/M	19	5'8"/220lbs
21922	1500026653	Fri 12/18/15 5:40 AM	Warrant Arrest Misdemeanor	Class A	Anna Gonzalez	H/F	46	5'8"/230lbs

Aransas Pass Police Department

Jail Booking Summary

12/1/2015 Through 12/31/2015

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Unk: 0	Females: 6
Tot. Arrests: 48	

Arrest#	PoliceNum	Day/Date/Time	Charges	Class	Name	Race /Sex	Age	Ht/Wt
21923	1500026683	Fri 12/18/15 3:35 PM	DRIVING WHILE INTOXICATED	Class B	Terry Childress	W/M	29	5'8"/170lbs
21924	1500026719	Fri 12/18/15 11:20 PM	DRIVING WHILE INTOXICATED	Class B	Martin Duenas	H/M	35	
21925	1500026753	Sat 12/19/15 1:41 PM	POSSESSION OF DRUG PARAPHERNALIA	Class B	Melissa Hernandez	H/F	25	5'3"/160lbs
21926	1500026763	Sat 12/19/15 6:34 PM	Public Intoxication	Class C	JESSE GILBERT SMIT	U/M	56	5'11"/185lbs
21927	1500026805	Sun 12/20/15 8:08 AM	Public Intoxication	Class C	Angel Hernandez	H/M	39	5'9"/285lbs
21928	1500026824	Sun 12/20/15 2:49 PM	THEFT PROP >=\$100<\$750	Class B	Clifton Youngblood	W/M	49	5'10"/135lbs
20690	1500026845	Sun 12/20/15 8:47 PM	POSS MARIJ <2OZ	Class B	Duane Cozad	B/M	23	5'11"/260lbs
21931	1500026849	Sun 12/20/15 9:48 PM	DOC FIGHTING WITH ANOTHER		Daryle Sands	H/M	37	5'10"/200lbs
21932	1500026849	Sun 12/20/15 10:25 PM	DOC FIGHTING WITH ANOTHER		Mick Martin	H/M	27	5'9"/140lbs
21933	1500026866	Mon 12/21/15 4:10 AM	Public Intoxication	Class C	William Richardson	W/M	28	5'8"/160lbs
21934	1500026871	Mon 12/21/15 5:00 AM	Public Intoxication	Class C	Horacio Castillo	H/M	30	5'7"/280lbs
21935	1500026871	Mon 12/21/15 5:18 AM	DRIVING WHILE INTOXICATED 2ND	Class A	Gerardo Alvarado	H/M	25	5'3"/165lbs
21936	1500026904	Mon 12/21/15 5:06 PM	Traffic Arrest	Class C	Raul Galvan	H/M	25	5'8"/180lbs
21434	1500026909	Mon 12/21/15 6:50 PM	DRIVING WHILE LICENSE SUSPENDED	Class C	Jesus Robles	H/M	29	5'6"/165lbs
21938	1500027005	Tue 12/22/15 8:07 PM	Warrant Arrest	Class C	Jimmy Smith	W/M	48	5'11"/205lbs
21917	1500027032	Wed 12/23/15 3:25 AM	Public Intoxication	Class C	Jerred Schaede	W/M	31	5'10"/170lbs
21940	1500027089	Wed 12/23/15 8:26 PM	Warrant Arrest	Class C	Macias Rolando	H/M	27	5'9"/205lbs
21941	1500027092	Wed 12/23/15 8:50 PM	Warrant Arrest	Class C	JULIO MONTOYA	H/M	29	5'7"/220lbs
21942	1500027121	Thu 12/24/15 3:41 AM	DRIVING WHILE INTOXICATED	Class B	Paul Galindo	H/M	27	5'7"/175lbs
21943	1500027154	Thu 12/24/15 9:12 PM	POSS CS PG 1 <1G	SJF	Carol Porter	W/F	32	5'10"/175lbs
21944	1500027640	Thu 12/31/15 5:17 PM	Warrant Arrest	Class C	Jose Garcia	H/M	35	5'6"/180lbs
21945	1500027668	Thu 12/31/15 11:10 PM	ASSAULT - CONTACT (FAMILY VIOLENCE)	Class C	Micheal Ussery	W/M	24	5'9"/210lbs

Aransas Pass Police Department

Calls-For-Service Report By Call-Type

BEGINNING: 12/1/2015 THROUGH 12/31/2015

Total Primary: 2,728
Total Backups: 629

CALL-TYPE	Primary	Backups
911 CALL	3	2
911 HANG-UP	1	0
ABANDONED VEHICLE	6	0
AGENCY ASSIST	22	15
ALARM	43	27
ANIMAL CONTROL	82	15
ASSAULT	18	9
BAIT THEFT	2	0
BAR CHECK	4	4
BURGLAR ALARM-AUDIBLE	8	4
BURGLARY	13	7
BURGLARY IN PROGRESS	3	6
BURGLARY OF A VEHICLE	6	0
BUSINESS CHECK	178	0
CITY ORDINANCE VIOLATION	35	11
CIVIL ISSUE	18	3
CIVIL STANDBY	4	0
CODE ENFORCEMENT	33	0
CRASH AUTO/PED	2	1
CRASH HIT AND RUN	7	2
CRASH MAJOR	12	15
CRASH MINOR	20	4
CRIMINAL MISCHIEF	14	2
CRIMINAL TRESPASS	2	0
DISTURBANCE	32	47
DRUG ACTIVITY	2	0
EMERGENCY DETENTION WARRANT	2	1
ESCORT	17	6
EXTRA PATROL	514	1
FD FIRE ALARM	2	0
FD FIRE BRUSH	7	2
FD FIRE MISC	12	3
FD FIRE SMOKE REPORT	4	3
FD FIRE STRUCTURE	4	6
FD FIRE VEHICLE	2	0
FD HAZMAT	1	0
FIGHT	4	7
FINGERPRINTS	1	0
FOLLOW UP	47	2
FOOT PATROL	74	2
FOUND PROPERTY	13	1
FRAUD	3	0
GRAFFITI	2	2
HARASSMENT	4	1
HARBOR ASSIGNMENT	4	0
ID THEFT	2	0
INFORMATION	68	15
INTOXICATED DRIVER	10	4

Aransas Pass Police Department

Calls-For-Service Report By Call-Type

BEGINNING: 12/1/2015 THROUGH 12/31/2015

Total Primary: 2,728

Total Backups: 629

CALL-TYPE	Primary	Backups
INTOXICATED PERSON	8	4
MEDICAL CALL	201	51
MEDICAL TRANSPORT	33	0
MISCELLANEOUS	15	1
MISSING PERSON	1	1
MOTORIST ASSIST	6	0
OFFICER STOP	54	16
PROBLEMS WITH SUBJECT	48	36
PROWLER	1	2
RECKLESS DRIVER	27	16
REPOSESSION	5	0
RUNAWAY	5	4
SCHOOL CHECK	27	0
SCHOOL ZONE PATROL	46	0
SEX OFFENDER COMPLIANCE CHECK	12	0
SHOTS FIRED	6	8
SPECIAL ASSIGNMENT	20	2
SPECIAL EVENT	6	0
SRO STAFF ASSIST	4	0
SRO UNRULY STUDENT	2	1
STOLEN VEHICLE	4	1
SUBJECT WITH GUN	3	3
SUICIDAL SUBJECT	7	7
SUSPICIOUS CIRCUMSTANCE	49	29
SUSPICIOUS SUBJECT	21	9
SUSPICIOUS VEHICLE	18	11
TEST	2	0
THEFT	45	8
THREAT	10	3
Traffic	586	167
TRAFFIC COMPLAINT	22	1
WANTED SUBJECT	8	0
WATER DEPARTMENT CALL	20	0
WELFARE CHECK	39	18

16. EXECUTIVE SESSION(S):

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

a. Section 551.071 – Consultation with City Attorney: Annexation Matters.

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

a. Section 551.071 – Consultation with City Attorney: Annexation Matters.