



CITY COUNCIL AGENDA

NOTICE OF REGULAR MEETING

Tuesday, September 16, 2014
7:00 p.m.

City Hall - Council Chamber
Daniel P. Moore Community Center Complex
1900 Billy G. Webb Drive
Portland, Texas

A. PROCEDURAL MATTERS, HONORS AND RELATED NON-ACTION ITEMS:

1. **CALL TO ORDER:** MAYOR KREBS
2. **INVOCATION AND PLEDGE:** MAYOR KREBS OR DESIGNEE
3. **FORMAL ANNOUNCEMENTS, RECOGNITION, PRESENTATIONS AND REPORTS THAT MAY BE DISCUSSED:**
 - RECOGNITION OF 2013-2014 DISTINGUISHED BUDGET PRESENTATION AWARD - MAYOR KREBS
4. **CITY COUNCIL AND STAFF COMMENTS CONCERNING ITEMS OF COMMUNITY INTEREST THAT MAY NOT BE DISCUSSED:**

Members of the City Council may present reports regarding items of community interest and/or be presented reports from the Staff regarding items of community interest, provided no action is taken or discussed. Items of community interest include the following:

- Expressions of thanks, congratulations, or condolence
- Information regarding holiday schedules
- Honorary recognition of city officials, employees, or other citizens
- Reminders about upcoming events sponsored by the city or another entity that is scheduled to be attended by a city official or city employee
- Announcements involving imminent threats to the public health and safety of the city

B. ACTION ITEMS, RESOLUTIONS AND ORDINANCES:

Members of the audience who wish to (1) comment on issues concerning an agenda item, (2) present questions concerning an agenda item, (3) request assistance concerning an agenda item or (4) propose regulatory changes concerning an agenda item, must comply with the following rules of procedure:

- Persons who wish to speak must fill out and turn in a speaker card before the meeting is convened (The Mayor will notify you when it's your turn to speak and direct you to the podium)
- Persons who wish to speak must identify themselves and their places of residence
- All comments, requests and proposals must be presented to or through the Mayor
- Persons who wish to speak will be given 4 minutes to do so

5. **MINUTES OF PREVIOUS MEETINGS:** THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS SEPTEMBER 2, 2014 WORKSHOP AND REGULAR MEETING - MAYOR KREBS AND CITY SECRETARY
6. **BIDS FOR BANK DEPOSITORY SERVICES:** THE CITY COUNCIL WILL CONSIDER BIDS FOR DEPOSITORY SERVICES (OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017) SUBMITTED, OPENED AND PUBLICLY ACKNOWLEDGED ON AUGUST 20, 2014 – DIRECTOR OF FINANCE
7. **ENGAGEMENT OF RICHTER ARCHITECTS FOR THE DESIGN OF A NEW VETERANS MEMORIAL TO BE LOCATED AT THE COMMUNITY CENTER COMPLEX:** THE CITY COUNCIL WILL CONSIDER AUTHORIZING THE CITY MANAGER TO ENGAGE RICHTER ARCHITECTS TO DESIGN A NEW VETERAN'S MEMORIAL AT THE DANIEL P. MOORE COMMUNITY CENTER COMPLEX TO REPLACE THE EXISTING MEMORIAL AT 13-ACRE PARK – CITY MANAGER
8. **WINDFEST 2015 USE AGREEMENT, CITY SPONSORSHIP AND HOT FUNDS REQUEST:** THE CITY COUNCIL WILL CONSIDER AN AGREEMENT WITH THE PORTLAND CHAMBER OF COMMERCE FOR THE USE OF CITY FACILITIES, A CITY SPONSORSHIP, THE DISTRIBUTION OF HOTEL OCCUPANCY TAX FUNDS AND OTHER DETAILS CONCERNING THE WINDFEST 2015 EVENT – CITY MANAGER
9. **BOARD APPOINTMENTS:** THE CITY COUNCIL WILL CONSIDER APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION AND THE PARKS AND RECREATION ADVISORY BOARD – ASSISTANT CITY MANAGER
10. **ORDINANCE NO. 2093 – REVISING SOLID WASTE SERVICE RATES:** THE CITY COUNCIL WILL CONSIDER THE SECOND AND FINAL READING OF ORDINANCE NO. 2093 THAT REVISES SOLID WASTE SERVICE RATES – ASSISTANT CITY MANAGER

11. PUBLIC HEARING: THE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING TO SOLICIT COMMENTS FROM CITIZENS AND OTHER INTERESTED PARTIES CONCERNING PROPOSED UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS. A GENERAL DESCRIPTION OF PROPOSED UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS FOLLOWS:

- Revisions to Section 401. Establishment of Districts.
- Revisions to Section 404. Newly Annexed Areas.
- Revisions to Section 405. Zoning District Intent Statements.
- Revisions to Section 406. Permitted Use Table.
- Revisions to Section 409. District Dimensional Standards.
- Revisions to Section 410. Supplementary Yard Regulations.
- Revisions to Section 502. Bars, Saloons, Lounges and Dance Halls, Private Clubs.
- Revisions to Section 508. Storage, Self-Service.
- Revisions to Section 606. Lot Standards.
- Revisions to Section 705. Nonresidential Design Requirements.
- Revisions to Section 707. Fences.
- Revisions to Section 712. Signs.
- Revisions to Section 1003. Defined Terms.

12. ORDINANCE NO. 2094 – UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS: THE CITY COUNCIL WILL CONSIDER THE FIRST READING OF ORDINANCE NO. 2094 THAT ADOPTS UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS—ASSISTANT CITY MANAGER – ASSISTANT CITY MANAGER

C. CITIZEN COMMENTS, QUESTIONS, REQUESTS AND PROPOSALS NOT APPEARING ON THE AGENDA:

Members of the audience who wish to (1) comment on issues for which there is no item on this agenda, (2) present questions for which there is no item on this agenda, (3) request assistance for which there is no item on this agenda or (4) propose regulatory changes for which there is no item on this agenda, must comply with the following rules of procedure:

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- Persons who wish to speak will only be given 4 minutes to do so

Neither the City Council nor the Staff is legally permitted to respond to citizen comments, questions, requests or proposals at the time of the meeting. A member of the City Council or the City Manager may place an item on the agenda of a future City Council workshop or

meeting to legally do so. If that is done, the audience member seeking a response will be given advance notice.

D. ADJOURNMENT: MAYOR KREBS

NOTICE OF ASSISTANCE

If you plan to attend this public meeting and you have a disability that requires special arrangements to be made, please contact City Secretary Annette Hall (361) 777-4513 or annette.hall@portlandtx.com in advance of the meeting. Reasonable accommodations will be made to facilitate your participation. The City Hall is wheelchair accessible and specially marked parking spaces are located in front of its entrance. Special seating will be provided in the Council Chamber during the meeting.

BRaille IS NOT AVAILABLE

Posted: September 12, 2014 by 5:00 p.m.
Portland City Hall

By: 
Annette Hall
City Secretary

**CITY OF PORTLAND
CITY COUNCIL
WORKSHOP MEETING
SEPTEMBER 2, 2014 – 5:30 P.M.**

On this the 2nd day of September 2014, the Council of the City of Portland convened in a workshop meeting session at 5:30 p.m. in the Council Chambers of City Hall, Daniel P. Moore Community Center Complex and notice of workshop meeting giving the time, place and date and subject having been posted as described by Section 551 of the Government Code.

MEMBERS PRESENT:

David Krebs	Mayor
Cathy Skurow	Mayor Pro Tem
Ron Jorgensen	Council Member
John Vilo	Council Member
Gary Moore, Sr.	Council Member
John Green	Council Member
David E. Lewis	Council Member

STAFF PRESENT:

Randy Wright	City Manager
Brian DeLatte	Assistant City Manager
Annette Hall	City Secretary
Michel Sorrell	Finance Director
Terrell Elliott	IT Manager
Kristin Connor	Director of Parks and Recreation
Dorothy Torres	Interim Library Director
Dan Willott	Captain
Drew Schell	IT Technician

This workshop may be recessed before the Regular City Council meeting begins at 7:00 p.m. and reconvened after the Regular City Council meeting ends.

And with a quorum being present, the following business was transacted:

1. CALL TO ORDER: MAYOR KREBS

Mayor Krebs called the workshop to order at 5:30 p.m.

2. **FIELD EXERCISE:** THE CITY COUNCIL WILL TOUR THE CITY AND EXTRATERRITORIAL JURISDICTION IN A CITY OF PORTLAND VEHICLE. DURING THE TOUR, THE CITY COUNCIL AND STAFF WILL DISCUSS VARIOUS ISSUES, PLANS, PROGRAMS AND PROJECTS – CITY MANAGER

At 5:31 p.m. Mayor Krebs announced that the City Council will tour the City and Extraterritorial Jurisdiction in a City of Portland Vehicle. During the tour, the City Council and Staff will discuss various issues, plans, programs and projects.

The following outline was used during the field exercise:

Field Exercise Outline

- Bay Ridge Subdivision – Corner of Bay Breeze and Santa Catalina – Review NSF masonry requirements and future need for additional access into Bay Ridge
- Marble Slab and Subway – Review rooftop mechanical screening requirements
- Simpson Park – Proposed Northshore OVD Units 3, 4, and 5, Proposed Hotel location, G-PISD Special Use Permit for Fishers of Family Lutheran Church building
- Marriott Town Place Suites – Review roadway damage and load limit requirements
- Walgreens – Review commercial façade articulation requirements
- Indian Point Pier
- Wastewater Treatment Plant Bar Screen
- White Oak development Planned Unit Development – Moore Ave and Akins Drive
- Sports Complex – Land swap locations with G-PISD
- David Mostighasi proposed development – Florke Rd.
- Boykin 120 acres proposed development (Matt Ianniello)

3. **ADJOURNMENT:** MAYOR KREBS

Mayor Krebs adjourned the workshop at 6:45 p.m.

NOTICE OF ASSISTANCE:

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BRaille IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

City Secretary

**CITY OF PORTLAND
CITY COUNCIL
REGULAR MEETING
SEPTEMBER 2, 2014 – 7:00 P.M.**

On this the 2nd day of September 2014, the Council of the City of Portland convened in a regular meeting session at 7:00 p.m. in the Council Chambers of City Hall, Daniel P. Moore Community Center Complex and notice of regular meeting giving the time, place and date and subject having been posted as described by Section 551 of the Government Code.

MEMBERS PRESENT:

David Krebs	Mayor
Cathy Skurow	Mayor Pro Tem
Ron Jorgensen	Council Member
John Vilo	Council Member
Gary Moore, Sr.	Council Member
John Green	Council Member
David Lewis	Council Member

STAFF PRESENT:

Randy Wright	City Manager
Brian DeLatta	Assistant City Manager
Annette Hall	City Secretary
Michel Sorrell	Finance Director
Terrell Elliott	IT Manager
Kristin Connor	Director of Parks and Recreation
Dorothy Torres	Interim Library Director
Dan Willott	Captain
Brandon Lemon	Accounting Assistant
Drew Schell	IT Technician

And with a quorum being present, the following business was transacted:

A. PROCEDURAL MATTERS, HONORS, AND RELATED NON-ACTION ITEMS:

1. **CALL TO ORDER:** MAYOR KREBS

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

2. INVOCATION AND PLEDGE: MAYOR KREBS OR DESIGNEE

Council Member Vilo gave the invocation and Mayor Krebs led the Pledge of Allegiance.

3. FORMAL ANNOUNCEMENTS, RECOGNITION, PRESENTATIONS, AND REPORTS THAT MAY BE DISCUSSED:

There were none.

4. CITY COUNCIL AND STAFF COMMENTS CONCERNING ITEMS OF COMMUNITY INTEREST THAT MAY NOT BE DISCUSSED:

Members of the City Council may present reports regarding “items of community interest” and/or be presented reports from the Staff regarding “items of community interest,” provided no action is taken or discussed. “Items of community interest” include the following:

- Expressions of thanks, congratulations, or condolence
- Information regarding holiday schedules
- Honorary recognition of city officials, employees, or other citizens
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee
- Announcements involving imminent threats to the public health and safety of the city

Councilmember Lewis encouraged the public to empty standing water in their yards due to the recent rain.

Councilmember Vilo reminded the public to visit the City’s website for upcoming Phase 9 road construction.

B. ACTION ITEMS, RESOLUTIONS, AND ORDINANCES:

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- Persons who wish to speak must identify themselves and their places of residence

- All comments, requests and proposals must be presented to or through the Mayor
- Persons who wish to speak will be given 4 minutes to do so

There were none.

5. MINUTES OF PREVIOUS MEETINGS: THE CITY COUNCIL WILL CONSIDER THE MINUTES OF ITS AUGUST 19, 2014 REGULAR MEETING AND AUGUST 26, 2014 SPECIAL MEETING - MAYOR KREBS AND CITY SECRETARY

Council Member Moore made the motion to approve the minutes of the August 19, 2014 regular meeting, seconded by Council Member Lewis.

The motion passed 6 -0 (with Mayor Krebs abstaining).

Council Member Green made the motion to approve the minute of the August 26, 2014 special meeting, seconded Mayor Pro Tem Skurow.

The motion passed 7-0.

6. ORDINANCE NO. 2090 - AMENDING CURRENT FISCAL YEAR BUDGET: THE CITY COUNCIL WILL CONSIDER THE SECOND AND FINAL READING OF ORDINANCE NO. 2090 WHICH AMENDS THE 2013-2014 FISCAL YEAR BUDGET - DIRECTOR OF FINANCE

Director of Finance, Michel Sorrell explained and reviewed the following:

Ordinance No. 2090 – Amending FY 2013-2014 Budget

- Developing a budget is based on forecasting and experience and initially not all information may be available or known.
- Over the course of the budget year, information comes in that clarifies or realigns forecasted information or sheds light on new items that may affect the operating budget.
- The projected year-end adjustment to the 2014 Budget recognizes and incorporates new and updated information and material changes in operations.
- The year-end adjustments include:
 - An increase in sales tax by 2.5% adjusting revenues in three funds upward.
 - Implementation of the new pay for performance structure and the cost of living increase.
 - The reduction of operations costs related to the change in funding of capital improvements. Several capital projects that were slated for the fiscal year 2013-2014 have been moved to the following fiscal year.

Ms. Sorrell then reviewed the various amended budgets and resulting change in fund reserves.

Council Member Jorgensen made the motion to approve the second and final reading of Ordinance No. 2090 which amends the 2013-2014 Fiscal Year Budget, seconded by Council Member Moore.

The motion passed 7-0.

Mayor Krebs read the following caption:

ORDINANCE NO. 2090

AN ORDINANCE AMENDING AND ADJUSTING ORDINANCE NO. 2075 PASSED ON THE 3rd OF SEPTEMBER 2013, ADOPTING THE FUND LEVEL BUDGET FOR THE CITY OF PORTLAND FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014, AND MAKING SUPPLEMENTAL APPROPRIATIONS AND ADJUSTMENTS FOR SAID FISCAL YEAR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND AN EFFECTIVE DATE THEREOF.

7. **ORDINANCE NO. 2091 - ADOPTING 2013-2014 FISCAL YEAR BUDGET:** THE CITY COUNCIL WILL CONSIDER THE SECOND AND FINAL READING OF ORDINANCE NO. 2091 WHICH ADOPTS THE 2014-2015 FISCAL YEAR BUDGET - DIRECTOR OF FINANCE

Director of Finance, Michel Sorrell presented and reviewed the following:

Ordinance No. 2091 - FY 2014-2015 Budget Highlights

- The proposed budget is conservative and generally flat.
- Increases to the budget are predominantly public safety and infrastructure.
- Public safety enhancements include:
 - 3 new firefighters to start May 2015
 - 1 new 9-1-1 dispatcher to start May 2015
- Infrastructure increases:
 - A \$5,000,000 Street Improvement Project Phase 9A & 9B Sealcoat (\$1,000,000) and Street Rehabilitation (\$4,000,000)

Ms. Sorrell then reviewed the revenues and expenditures for each budgeted fund and the contribution to fund balance at year-end. All funds in the 2015 Budget include a draw on fund reserves to finance capital improvements.

Council Member Jorgensen made the motion to approve the second and final reading of Ordinance No. 2091 which adopts the 2014-2015 Fiscal Year Budget, seconded by Council Member Moore.

The motion passed 7-0.

Mayor Krebs read the following caption:

ORDINANCE NO. 2091

AN ORDINANCE ADOPTING A FUND LEVEL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF PORTLAND, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE AND FOR AN EFFECTIVE DATE THEREOF.

8. **ORDINANCE NO. 2092 - ADOPTING AD VALOREM TAX RATE:** THE CITY COUNCIL WILL CONSIDER THE SECOND AND FINAL READING OF ORDINANCE NO. 2092 WHICH ADOPTS THE AD VALOREM TAX RATE FOR 2014 - DIRECTOR OF FINANCE

THE TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.08 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$50.00.

Director of Finance, Michel Sorrell explained that in accordance with Truth-in-Taxation laws, the City is required to hold two public hearings on the proposed ad valorem tax rate if it exceeds the lower of the effective tax rate or the rollback rate. Ms. Sorrell presented and reviewed the following:

Ordinance No. 2092 - FY 2014-15 Budget Highlights

- The proposed budget is conservative and generally flat
- Increases to the budget are predominantly public safety and infrastructure
- Public safety enhancements include:
 - 3 new firefighters to start May 2015
 - 1 new dispatcher to start May 2015
- Infrastructure increases:
 - A (\$5,000,000) and Street Rehabilitation (\$4,000,000)

General Fund & Debt Service Fund

General Fund

Projected Budget FY 2014		Proposed Budget FY 2015	
Revenues	\$10,330,449	Revenues	\$10,637,484
Expenditures	<u>10,309,975</u>	Expenditures	<u>10,637,438</u>
Surplus/(Deficit)	\$20,524	Surplus/ (Deficit)	\$56

Debt Service Fund

Projected Budget FY 2014		Proposed Budget FY 2015	
Revenues	\$1, 248,238	Revenues	\$1,760,804
Expenditures	<u>1,186,289</u>	Expenditures	<u>1,752,723</u>
Surplus/(Deficit)	\$61,949	Surplus/(Deficit)	8,081

The Proposed FY 2014-2015 Budget is predicated on the proposed tax rate as follows:

	<u>2014 Effective Tax Rate (ETR)</u>	<u>2014 Proposed Tax Rate</u>	<u>2014 Rollback Tax Rate</u>	<u>2013 Tax Rate (Last Year)</u>
General Fund (M&O Rate)	\$0.375827	\$0.425827	\$0.457556	\$0.440586
Debt Service (I&S Rate)	<u>0.174803</u>	<u>0.174803</u>	<u>0.174803</u>	<u>0.132170</u>
Total Ad Valorem Tax Rate	\$0.550630	\$0.600630	\$0.632359	\$0.572756

The proposed tax rate will generate approximately \$422,544 in additional tax revenue. The Debt Service (I&S) portion has increased by \$0.043, or 32.25%, due to the 2014 Series Street Bond Issue in the amount of \$5,000,000. This bond issue is for the Street Improvement Project Phase 9A & 9B. The debt service portion of the ad valorem tax rate, and resulting levy, are used to satisfy the debt service payments.

Mayor Pro Tem Skurow made the motion to approve the second and final reading of Ordinance No. 2092 that sets the maintenance and operation portion of the tax rate at 42.5827¢ and the debt service rate at 17.4803¢ for a total tax rate of 60.0630¢ per \$100, seconded by Council Member Green.

The motion passed 7-0.

Mayor Krebs read the following caption:

ORDINANCE NO. 2092

AN ORDINANCE LEVYING TAXES FOR THE CITY OF PORTLAND, TEXAS FOR THE YEAR 2014, PROVIDING FOR A DATE OF WHICH SUCH TAXES BECOME DELINQUENT; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE THE PAYMENT OF TAXES DUE THEREON; PROVIDING FOR PENALTY AND INTEREST TO AND EFFECTIVE DATE THEREOF; PROVIDING FOR A 20% COLLECTION FEE; PROVIDING FOR PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

9. **RATIFICATION OF AD VALOREM TAX RATE**: THE CITY COUNCIL WILL CONSIDER RATIFYING THE AD VALOREM TAX RATE FOR 2014 IN THE AMOUNT OF 60.063¢ PER \$100 PER VALUATION. THE AD VALOREM TAX RATE WAS PREVIOUSLY ADOPTED BY ORDINANCE NO. 2092 – DIRECTOR OF FINANCE

Director of Finance, Michel Sorrell explained that per Local Government Code §102.007 (c), the City is required to take a second vote to “ratify” the adoption of the tax rate if the adopted budget will require an increase in tax revenue.

Mayor Pro Tem Skurow made the motion to ratify the ad valorem tax rate that sets the maintenance and operation portion of the tax rate at 42.5827¢ and the debt service rate at 17.4803¢ for a total tax rate of 60.0630¢ per \$100, seconded by Council Member Jorgensen.

City Manager, Randy Wright thanked the Director of Finance, Finance Department and City Council for their hard work on the budget

The motion passed 7-0.

10. **ORDINANCE NO. 2093 – REVISING SOLID WASTE SERVICE RATES**: THE CITY COUNCIL WILL CONSIDER THE FIRST READING OF ORDINANCE NO. 2093 THAT REVISES SOLID WASTE SERVICE RATES – ASSISTANT CITY MANAGER

Assistant City Manager, Brian DeLatta explained that in 2012 the City extended its contract for 5 years with Republic Services of Corpus Christi for solid waste collection and disposal services. As part of the contract, Republic Services is allowed to increase their residential base rates, based on the Consumer Price Index (CPI) every October 1st. The request for this year 2.23%. The current residential base rate is \$14.50 and will increase to \$14.82. Mr. DeLatta added since this is a 5 year contract, the city should expect a similar rate increase next year.

Mayor Pro Tem Skurow made the motion to approve the first reading of Ordinance No. 2093 that revises Solid Waste Service Rates, seconded by Council Member Vilo.

The motion passed 7-0.

Mayor Krebs read the following caption:

ORDINANCE NO. 2093

AN ORDINANCE REVISING RATES FOR THE PROVISION OF SOLID WASTE SERVICE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION

11. RESOLUTION NO. 686 – SETTING ANNEXATION PUBLIC HEARINGS DATES, TIMES, AND LOCATIONS: THE CITY COUNCIL WILL CONSIDER RESOLUTION NO. 686 THAT SETS DATES, TIMES, AND LOCATIONS FOR TWO PUBLIC HEARINGS CONCERNING ANNEXATION – ASSISTANT CITY MANAGER

Assistant City Manager, Brian DeLatte explained that in July the City Council engaged Freese and Nichols to assist Staff in annexing approximately 1,863 acres of land west and northwest of Portland. The first task was to conduct two public hearings. The first public hearing will be held at on October 30th at Calvary Lighthouse Church, located at 7251 County Road 2004 at 7:00 p.m. The second public hearing will be at the regular City Council meeting at City Hall on November 4 at 7:00 p.m. The earliest the City Council can deliberate the first ordinance concerning annexation will be December 2. Resolution No. 686 sets the dates, times and locations for the two public hearings.

Council Member Jorgensen made the motion adopting Resolution No. 686 which sets dates, times and locations for two public hearings concerning annexation, seconded by Council Member Lewis.

The motion passed 7-0.

C. CITIZEN COMMENTS, QUESTIONS, REQUESTS, AND PROPOSALS NOT APPEARING ON THE AGENDA:

Members of the audience who wish to (1) comment on issues for which there is no item on this agenda, (2) present questions for which there is no item on this agenda, (3) request assistance for which there is no item on this agenda or (4) propose regulatory changes for which there is no item on this agenda, must comply with the following rules of procedure:

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There were none.

D. ADJOURNMENT: MAYOR

Mayor Krebs adjourned the meeting at 7:29 p.m.

E. NOTICE OF ASSISTANCE:

If you plan to attend this public meeting and you have a disability that requires special arrangements to be made, please contact City Secretary Annette Hall (361-777-4513 or annette.hall@portlandtx.com) in advance of the meeting. Reasonable accommodations will be made to facilitate your participation. The City Hall is wheelchair accessible and specially marked parking spaces are located in front of its entrance. Special seating will be provided in the Council Chamber during the meeting.

BRAILLE IS NOT AVAILABLE

Approved:

David Krebs
Mayor

Attest:

City Secretary

AGENDA TITLE	<u>BIDS FOR BANK DEPOSITORY SERVICES:</u> THE CITY COUNCIL WILL CONSIDER BIDS FOR DEPOSITORY SERVICES (OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017) SUBMITTED, OPENED AND PUBLICLY ACKNOWLEDGED ON AUGUST 20, 2014.
MEETING DATE	9/16/2014
DEPARTMENT	Finance
SUBMITTED BY	Michel Sorrell, Director of Finance

EXECUTIVE SUMMARY

In August, we mailed out bank depository bid packets to three local banks. In addition, we advertised the request for bid in the newspaper of record, The Coastal Bend Herald, and The Corpus Christi Caller Times. The bid proposal information was also available on our website. The City received four responses that were publicly opened on August 20, 2014 at 2:00 p.m. in City Council Chambers with the City Secretary present. The four banks who submitted bids are First Community Bank, Wells Fargo, Frost Bank and Value Bank.

PRIOR ACTIONS OR REVIEWS

Advertisements for the bank depository bids were placed in The Herald on August 7, 2014 and in The Caller Times on August 1, 2014 and August 8, 2014. The bid deadline was August 20, 2014 at 2:00 p.m. The bids were opened and acknowledged in the City Council Chambers and witnessed by the City Secretary.

DETAILS / STAFF ANALYSIS

The bank depository services used by the City are essential to conduct business. Moreover, not only does the City use depository services but other bank services as well. These services include cash management, investing, collateralization of deposits, fraud prevention and electronic banking tools such as wires, direct pay files for payroll and vendors, and online banking.

The bid proposals received by the City were well put together, competitive, and offered a variety of prices and services. The bid proposal consisted of questions on pricing, for both services used currently and potentially desired services in the future, financial stability, experience and personnel continuity, and about optional types of services offered and their features.

The following selection criteria was used to evaluate each proposal and to make the recommendation for award:

- 40% - responsiveness and ability to provide services required to meet City needs,
- 40% - lowest aggregate banking cost,
- 10% - experience and continuity of bank and bank officials, and
- 10% - creditworthiness of the bank.

ALTERNATIVES CONSIDERED

The contract with the current depository, First Community Bank, expires September 30, 2014. Per local government code, the City must employ a competitive bid process to solicit bids in order to award a new contract for depository services.

FINANCIAL IMPACT

As mentioned earlier the depository services used by the City are essential to conduct business. These services come with a cost. There are also bank services in existence that the City does not currently use but might benefit the City in the future. These services also come with a cost. The primary analysis of the four bank proposals included a look at current services used and fees charged for those services, and who had the lowest aggregate price. Also included in the fundamental analyses were bank credit and ratings, responsiveness, experience and continuity of bank and personnel.

The following chart are the results of the price comparison for services already used:

CURRENT TYPES OF BANK SERVICES THE CITY USES

DESCRIPTION OF CHARGES	3 MONTH				
	AVERAGE # OF ITEMS	Wells Fargo	Frost Bank	1st Comm Bank	Value Bank
Account Maintenance	5	\$40.00	\$50.00	\$60.00	\$75.00
Debits Posted	506	\$50.57	\$50.57	\$15.17	\$75.85
Credits Posted	200	\$20.00	\$60.00	\$6.00	\$100.00
On-Us Items Deposited	122	\$7.32	\$11.59	\$4.88	\$11.59
Transit Items Deposited	3,198	\$255.84	\$303.81	\$319.80	\$303.81
Change Orders (Using Minimum Charge)	10	\$25.00	\$55.00	\$0.00	\$50.00
Rolled Coins	0	\$0.00	\$0.00	\$0.00	\$0.00
Strapped Currency	11	\$0.00	\$6.80	\$0.00	\$6.80
Cash Management Maintenance Fee	1	\$25.00	\$30.00	\$25.00	\$7.00
Cash Management Per Batch Fee	12	\$120.00	\$0.00	\$60.00	\$24.00
CM/RDC Mo. Maint - 4 to 6		\$20.00	\$100.00	\$50.00	\$100
ESTIMATED MONTHLY COST OF SERVICES BY BIDDER		\$563.73	\$667.77	\$540.85	\$754.05

The cost analysis shows First Community Bank as the lowest aggregate bidder for services currently used by the City.

There are however indirect costs that are difficult to calculate but must be considered. There is considerable staff time required to change bank depository institutions. All payers and payees who do automatic deposits or credits have to be notified. These include federal, state and local governments as well as vendors. Texpool, where most of the City’s investments are held, requires a resolution if a new depository is chosen. Changes in the proprietary financial software the City uses would be required using both City staff time as well as tech support time from the software company.

Results of other criteria used to review the bidders: all four bidders have good credit ratings, all bidders have extensive experience and all have ties to the local community.

ATTACHMENTS

None

RECOMMENDED ACTION

Move to award the bank depository contract to First Community Bank for a period of three years beginning October 1, 2014 and ending September 30, 2017.

AGENDA TITLE	<u>ENGAGEMENT OF RICHTER ARCHITECTS FOR THE DESIGN OF A NEW VETERANS MEMORIAL TO BE LOCATED AT THE COMMUNITY CENTER COMPLEX</u> The City Council will consider authorizing the City Manager to engage Richter Architects to design a new veteran’s memorial at the Daniel P. Moore Community Center Complex to replace the existing memorial at 13-Acre Park.
MEETING DATE	9/16/2014
DEPARTMENT	Administration
SUBMITTED BY	Randy L. Wright, City Manager

EXECUTIVE SUMMARY

Our 5-year Capital Improvement Plan (CIP) includes funding to replace the Veterans’ Memorial at 13-Acre Park with a new memorial at the City Hall and Community Center complex. This action will engage Richter Architects to design the new memorial.

PRIOR ACTIONS OR REVIEWS

- 7/4/1980 – Dedication of existing band shell and memorial at 13-Acre Park.
- 2/18/2014 – Engaged Richter Architects to conduct a development study of the Community Center complex.
- 6/3/2014 - Development study presented to Council.
- 8/19/2014 - Adoption of FY 2014-19 CIP including Veterans Memorial.

DETAILS / STAFF ANALYSIS

The Veterans’ Memorial at 13-acre park was built in 1977. In recent years, the condition of the memorial has continued to decline, evidenced by growing wall cracks and other indications of structural decay. In 2012, the City engaged the architectural firm of Solka, Nava and Torno to examine the structure and render an opinion as part of a larger facilities study. SNT reported that the memorial needed major renovation and recommended tearing down and rebuilding the structure at an estimated cost of \$250,000. The cost of that rehabilitation coupled with our plan for repurposing the site for additional sports fields led the staff to recommend relocating the memorial to the Community Center complex.

As a first step in that process, the City engaged Richter Architects to study the current and future needs for the Community Center Complex site. With limited remaining space and a need to use that space as efficiently as possible, a conceptual design plan was needed to establish

the best locations for future buildings and the location and scope of the new Veterans' Memorial so that all are consistent with a larger plan for how the complex will develop into the future. That study was completed and presented to the City Council in June.

The next step is to engage Richter Architects to design the new Veteran's Memorial consistent with the conceptual design plan.

The total project budget is \$585,000, which includes \$85,000 remaining in the FY 2013-14 budget and \$500,000 budgeted as CIP Project #14-006 – Phase 1 Veteran's Memorial and Complex Improvements. This will complete Phase 1 including the design and construction of the Veteran's Memorial element.

Phase 2, Project #16-003, is planned for FY 2016 to complete additional elements of the complex development project at a cost of \$500,000.

Approval of this item will authorize expenditures not to exceed \$76,300 to Richter Architects for design services.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

This project will be funded through a combination of Hotel Occupancy Tax Reserves and Type B Sales Tax Reserves.

2014-15	Phase 1 – (This project)	HOT \$250K 4B \$250K FY 2014 GF \$85K	\$ 585,000
2016-17	Phase 2 – (FY 2016)	HOT \$250K 4B \$250K	<u>500,000</u>
		Total Project	\$ 1,085,000

ATTACHMENTS

- Richter Architects preliminary proposal for design services including scope, labor hours and fee analysis. (Adjustments to fees reflecting the not to exceed cost will be included in the final proposal available to Council at the City Council meeting.)

RECOMMENDED ACTION

Motion to engage Richter Architects for architectural design services for the Veteran's Memorial Project for a fee not to exceed \$ 76,300.



AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Twelfth day of September in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Portland
2000 Billy G. Webb
Portland, Texas 78374

and the Architect:
(Name, legal status, address and other information)

Richter Architects
201 S. Upper Broadway
Corpus Christi, Texas 78401
Ph: 361.882.1288
Fax: 361.882.1388
Email: drichter@richterarchitects.com

for the following Project:
(Name, location and detailed description)

Portland Veteran's Memorial
Portland, Texas
Outdoor architectural and landscape multipurpose activity space to commemorate veterans
and support related public activities

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the

schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services ten (10) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project

and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Fifteen percent (15%) of construction cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Architect's standard hourly rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Architect's standard hourly rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	thirty-five	percent (35	%)
Construction Documents Phase	forty-five	percent (45	%)
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Senior Principal	\$165 p/hour
Principal	\$135 p/hour
Senior Architect	\$110 p/hour
Architect	\$95 p/hour
Intern III	\$80 p/hour
Intern II	\$75 p/hour
CAD Manager	\$85 p/hour
Senior Tech	\$70 p/hour
Admin	\$60 p/hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

Init.

- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one percent (1.1 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

twelve % 12

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Basic services shall include landscape architectural services.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)
Randy L. Wright, City Manager City of Portland

(Printed name and title)

(Signature)
David Richter, FAIA President

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document B104™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:27:57 on 09/12/2014.

PAGE 1

AGREEMENT made as of the Twelfth day of September in the year 2014

...

City of Portland
2000 Billy G. Webb
Portland, Texas 78374

...

Richter Architects
201 S. Upper Broadway
Corpus Christi, Texas 78401
Ph: 361.882.1288
Fax: 361.882.1388
Email: drichter@richterarchitects.com

...

Portland Veteran's Memorial
Portland, Texas
Outdoor architectural and landscape multipurpose activity space to commemorate veterans and support related public activities

PAGE 5

§ 4.2.1 The Architect has included in Basic Services ten (10) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 10

Fifteen percent (15%) of construction cost

...

Architect's standard hourly rates

...

Architect's standard hourly rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent (25 %), or as otherwise stated below:

PAGE 11

Design Development Phase	<u>thirty-five</u>	percent (<u>35</u>	%)
Construction Documents Phase	<u>forty-five</u>	percent (<u>45</u>	%)
Construction Phase	<u>twenty</u>	percent (<u>20</u>	%)

...

<u>Senior Principal</u>	<u>\$165 p/hour</u>
<u>Principal</u>	<u>\$135 p/hour</u>
<u>Senior Architect</u>	<u>\$110 p/hour</u>
<u>Architect</u>	<u>\$95 p/hour</u>
<u>Intern III</u>	<u>\$80 p/hour</u>
<u>Intern II</u>	<u>\$75 p/hour</u>
<u>CAD Manager</u>	<u>\$85 p/hour</u>
<u>Senior Tech</u>	<u>\$70 p/hour</u>
<u>Admin</u>	<u>\$60 p/hour</u>

PAGE 12

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one percent (1.1 %) of the expenses incurred.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

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...

12.1 Basic services shall include landscape architectural services.

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Richter, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:27:57 on 09/12/2014 under Order No. 6749113068_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AGENDA TITLE **WINDFEST 2015 USE AGREEMENT, CITY SPONSORSHIP AND HOT FUNDS REQUEST**

The City Council will consider an agreement with the Portland Chamber of Commerce for the use of City facilities, a City sponsorship, the distribution of Hotel Occupancy Tax funds and other details concerning the Windfest 2015 event.

MEETING DATE 9/16/2014

DEPARTMENT Administration

SUBMITTED BY Randy L. Wright, City Manager

EXECUTIVE SUMMARY

The Portland Chamber of Commerce has requested use of the Daniel P. Moore Community Center Complex for the 2015 Windfest celebration. As planning continues until April, 2015, there may be some additional refinements needed. If so, the item will be returned for Council review. Except for noted changes, the agreement is generally a repeat of previous Windfest agreements.

PRIOR ACTIONS OR REVIEWS

None.

DETAILS / STAFF ANALYSIS

This year's agreement is generally a repeat of previous Windfest agreements. The most notable changes are increases in funds requested for the festival. Here is a summary of the requested changes:

- The City will purchase a \$10,000 Platinum Sponsorship Package instead of the \$5,000 package purchased last year.
- The City would allocate up to \$25,000 in HOT funds for promotion of the event. The City allocated \$12,500 last year.
- The area designated for consumption of alcoholic beverages will include the entire grounds instead of being limited to a "beer garden."

As in previous years, HOT funds would be used for advertising the festival, an appropriate use of Hotel Occupancy Tax (HOT) funds. If approved, the funds would be reimbursed to the Chamber for any legitimate advertising consistent with Texas Tax Code Section 351.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

The cost of this project is eligible for funding from Hotel Occupancy Tax proceeds.

ATTACHMENTS

Draft Agreement

RECOMMENDED ACTION

- (1) Motion to authorize the City Manager to execute a Windfest Agreement with the Chamber of Commerce for a fee of \$10,000 with final details to be worked out by staff.
- (2) Motion to purchase a Windfest Sponsorship for \$10,000.
- (3) Motion authorizing reimbursement of up to \$25,000 in HOT funds to the Chamber of Commerce for Windfest advertising consistent with state law.

1 **State of Texas** §
2 §
3 **County of San Patricio** §
4
5

6 **WINDFEST USE AGREEMENT**
7

8 This Windfest Use Agreement (“Agreement”) is executed by and between the City of
9 Portland (“City”) and the Portland Chamber of Commerce (“Chamber”).
10

11 The City has determined that it is in the best interest of the City and its citizens to
12 permit the use of the City Complex at 2000 Billy G. Webb by the Chamber for the annual 2015
13 Windfest festival.
14

15 **ARTICLE 1.**
16 **PERFORMANCE BY THE PARTIES**
17

18 **Section 1 - Use of City Facilities**
19

- 20 1. The City grants the Chamber exclusive use of Community Center (as defined below), its
21 grounds and parking lots (except the parking area directly in front of the City Hall during
22 the times defined by the City Manager) and the Skate Park from 5:00 PM on
23 Wednesday, April 15, 2015 until 8:00 AM on Monday, April 20, 2015. The Chamber may
24 allow carnival related equipment and vehicles as well as other related items to begin
25 early set up in designated areas as determined by City Manager after a pre-event walk
26 through has been completed. Early set up may not adversely impact operations of the
27 Police Department, Community Center, Skate Park, Soccer Complex, the Aquatic Center
28 or City Hall.
29
- 30 2. The City grants the Chamber use of the rental area of the interior spaces of the
31 Community Center as described here: Full Ballroom and Bayview Room beginning
32 Friday, April 17, 2015 through Sunday, April 18, 2015.
33
- 34 3. The City will allow the Chamber to use the City Hall parking lot. The parking lot will be
35 available beginning at 5:00 PM Thursday, April 16, 2015.
36
- 37 4. The City will create parking ramps for parking areas as designated by a site plan
38 submitted by the Chamber.
39
- 40 5. The City will connect a meter to one fire hydrant for metered water use. The Chamber
41 will ensure the safety and distribution of water beyond the meter. The Chamber will
42 reimburse the City for metered water at the rate charged to the City by the San Patricio
43 Municipal Water District.
44

- 45 6. The Chamber may place staked signs in city rights-of-way.
46
47 7. The City will provide two (2) police officers for non-carnival security.
48
49 8. The Chamber may sell beer and other alcoholic beverages allowed by, and in compliance
50 with, a valid permit issued by the Texas Alcoholic Beverage Commission. The Chamber
51 will provide a copy of the permit to the City prior to the commencement of sales.
52
53 9. The Chamber will reimburse the City for the cost of two (2) police officers to serve
54 during all hours that the Beer Garden is in operation. The Chamber will, at least two
55 weeks prior to the event, provide the Chief of Police with a schedule of the days and
56 hours when alcoholic beverages will be sold.
57
58 10. Prior to the opening of the event, the Chamber will provide to the Chief of Police and
59 Fire Chief a safety plan that includes those elements required by both.
60

61 **Section 2 - Conditions of Use**
62

- 63 1. Upon activation of the Chamber's designated rain plan, the City will permit closure of
64 Billy G. Webb on Thursday, April 16, 2015 from 5:00 PM through 5:00 Sunday, April 19,
65 2015 at 5:00 PM.
66
67 2. City facilities will close to the public and become available to the Chamber as follows:
68 a. The Portland Community Center will close to the public at 5:00 PM Thursday,
69 April 16, 2015 and remain closed through Sunday, April 19, 2015.
70 b. The Aquatics Center will be closed to the public from 9:00 AM, Thursday, April
71 16, 2015 through 6:00 AM, Monday, April 20, 2015.
72 c. The Skate Park will be closed to the public from 5:00 PM, Thursday, April 16,
73 2015 through 9:00 AM, Monday, April 20, 2015.
74 d. City Hall parking lot will be closed to public use from 5:00 PM Thursday, April 16,
75 2015 through 8:00 AM Monday, April 20, 2015.
76
77 3. Vehicular and pedestrian access to the Police Department must be maintained at all
78 times.
79
80 4. Safe vehicular and pedestrian access to the Skate Park and Aquatics facilities must be
81 maintained at all times while those facilities are open to the public.
82
83 5. City officials shall have unlimited access to the Community Center, Skate Park, Aquatics
84 Center and City Hall. The Chamber may designate the means for complying with this
85 requirement.
86
87 6. The Chamber must, at its own cost, provide an adequate number of portable restrooms
88 and trash dumpsters for use during the event.

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7. The Chamber shall provide an event schedule to the Director of Parks and Recreation three weeks prior to the event in order to schedule City staff to work the building during the event.
 8. The City will inspect grounds prior to event and acquire photographic record of the conditions of the property. After the event, City staff will inspect the grounds and document any damage.
 9. The City will mark all irrigation in necessary areas according to the Windfest Site Plan. Irrigation will be marked by close of business on Monday, April 13, 2015.
 10. The Chamber shall immediately report all property damage and injuries that occur on City property or rights-of-way used in connection with the event to the City Manager or his designee.
 11. The Chamber shall restore all City property and right-of-ways used to conduct the event to its original state by 8:00 AM on Monday, April 20, 2015, or a later date if approved by the City Manager. Damage to property will be assessed by the City and repaired by City. Charges for any necessary repairs will be billed to the Chamber.
 12. The Chamber shall not prevent or limit the actions of the Portland Police and Fire Departments or EMS Services nor shall it interfere in the lawful engagement and/or prosecution of event attendees.
 13. The Chamber shall provide a first aid station on the Windfest site that is clearly marked.
 14. The City will provide additional trash cans prior to the arrival of the carnival. The Chamber will provide any required trash can liners.
 15. The Chamber is responsible for the general cleanliness of the grounds, trash disposal and post-event cleanup.
 16. Penetrations of paved or improved surfaces are not permitted. The Chamber is responsible for the cost of any repairs to paved surfaces (other than normal wear and tear) caused by any vendor or participant. Any surface/pavement markings made must be done with water-based spray paint that can be easily removed.
 17. The City will provide any required signage at Memorial Parkway and Cedar Drive restricting through traffic.
 18. The Chamber will provide a cell phone list of all pertinent Chamber officials and staff to the Director of Parks & Recreation prior to the event.

133 19. The City will provide barricades for all street closures.

134

135 20. The City will provide security and traffic control for the Windfest parade.

136

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ARTICLE 2

139

LIABILITY

140

Section 1 – Insurance

142

143 The Chamber shall obtain and provide a copy of event insurance to the City prior to the
144 Chamber occupying any City property. The City shall be included as an additional insured on
145 the policy.

146

147 **BY EXECUTION OF THIS AGREEMENT, THE CHAMBER AGREES TO HOLD THE CITY, ITS**
148 **EMPLOYEES AND AGENTS HARMLESS FROM ANY LIABILITY THAT MAY ARISE FROM OR**
149 **DURING THE CHAMBER’S USE OF THE CITY’S PROPERTY REGARDLESS OF WHETHER CAUSED**
150 **BY THE NEGLIGENCE OR CHAMBER OR THE NEGLIGENCE OF CITY, ITS EMPLOYEES AND/OR**
151 **AGENTS.**

152

153

ARTICLE 3.

154

CONSIDERATION

155

156 In consideration of the use of the City’s facilities and grounds as described herein, the Chamber
157 shall pay the City a usage fee of ten thousand dollars (\$10,000), in addition to any additional
158 fees and charges described herein, not later than 45 days after conclusion of the event.

159

160

161 **IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this**
162 **Agreement in duplicate; each of which shall be deemed an original for all purposes.**

163

164 **Portland Chamber of Commerce**

City of Portland

165

166 By: _____

By: _____

167

168 Printed Name: _____

Printed Name: _____

169

170 Title: _____

Title: _____

171

172 Date: _____

Date: _____

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AGENDA TITLE	<u>BOARD AND COMMISSION APPOINTMENTS</u> THE CITY COUNCIL WILL CONSIDER APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION AND THE PARKS AND RECREATION ADVISORY BOARD
MEETING DATE	9/16/2014
DEPARTMENT	Administration
SUBMITTED BY	Randy L. Wright, City Manager

EXECUTIVE SUMMARY

The Planning and Zoning Commission and the Parks and Recreation Advisory Board both have members whose terms expire September 30, 2014. Action is required to fill expired terms through September 30, 2016.

PRIOR ACTIONS OR REVIEWS

None.

DETAILS / STAFF ANALYSIS

The board requiring action are:

Planning and Zoning Commission (7 Members)

<u>Member</u>	<u>Appointment Status</u>
Pete Stricker	Requests Reappointment
Jerry Browning	Requests Reappointment
Craig Forsythe	Requests Reappointment

Parks and Recreation Advisory Board (7 Members)

<u>Member</u>	<u>Appointment Status</u>
Diana Caldarella	Requests Reappointment
Sandi Hart	Requests Reappointment
Maria Bedia	Requests Reappointment

The Parks and Recreation Advisory Board has two additional vacancies. We are for which applications are being solicited.

We are currently analyzing the roles of the Construction Board of Adjustment and Appeals

and the Board of Adjustment. An action item on these two boards will be presented at a later date.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

- Board member applications

RECOMMENDED ACTION

Motion to appoint members to expiring terms on the Planning and Zoning Commission and the Parks and Recreation Advisory Board as outlined above.



**BOARD, COMMISSION AND COMMITTEE APPOINTMENT
APPLICATION**

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: Peter W. Stricker HOME TELEPHONE: 361-643-3436
STREET ADDRESS: 112601101 YRS/MOS AT ADDRESS: 38 yrs
PREVIOUS STREET ADDRESS: _____
CITY AND STATE (IF NOT IN PORTLAND): _____
DATE OF BIRTH: [REDACTED] VOTERS REGISTRATION NUMBER: 100984724
TEXAS DRIVERS LICENSE NUMBER: [REDACTED]
OCCUPATION: Retired - Tx DOT EMPLOYER: Previous - Tx DOT 40 yrs
WORK TELEPHONE: N/A EMAIL: pete.wstric@yahoo.com
EDUCATION AND TRAINING: BS in General Engineering / Civil Option
SPECIAL SKILLS, ABILITY OR KNOWLEDGE: previous employment Tx DOT - 40 yrs
@ time of Retirement - position District Design Engineer
& pavement Engineer for 15 yrs for the Corpus Christi District

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

Planning & Zoning Commission

REASON(S) FOR SEEKING APPOINTMENT:

service to the City of Portland

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 7 would represent your least interest).

Construction Board of Adjustment and Appeals

Park and Recreation Advisory Board

Planning and Zoning Commission

Senior Services Advisory Board

Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE: _____

John W. Stucka

DATE: _____

9/10/14

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND





**BOARD, COMMISSION AND COMMITTEE APPOINTMENT
APPLICATION**

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: JERRY R. BROWNING, JR. HOME TELEPHONE: 361-815-9258

STREET ADDRESS: 216 PALMER YRS/MOS AT ADDRESS: 6+ years

PREVIOUS STREET ADDRESS: 2224 MEMORIAL PARKWAY - 7 years

CITY AND STATE (IF NOT IN PORTLAND): N/A

DATE OF BIRTH: [REDACTED] VOTERS REGISTRATION NUMBER: 1015089907

TEXAS DRIVERS LICENSE NUMBER: [REDACTED]

OCCUPATION: FINANCIAL ADVISOR EMPLOYER: STIFEL NICOLAUS

WORK TELEPHONE: 361-693-3060

EDUCATION AND TRAINING: BBA - UT AUSTIN 1985; Tx CPA 1990; Tx INS. LICENSED 2002
SECURITIES REGISTRATIONS: SERIES 7, 9/10, 63 + 66

SPECIAL SKILLS, ABILITY OR KNOWLEDGE:

EXTENSIVE FINANCIAL EXPERIENCE + TRAINING

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

PAST PRESIDENT (2005-2006) PORTLAND ROTARY CLUB
PAST PORTLAND CHAMBER OF COMMERCE BOARD MEMBER (2010-2013)
CITY OF PORTLAND P+Z COMMISSION MEMBER (2013-PRESENT)

REASON(S) FOR SEEKING APPOINTMENT: I feel I can continue to be an asset to the P+Z Commission of the City of Portland.

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 4 would represent your least interest).

Construction Board of Adjustment and Appeals

Park and Recreation Advisory Board

Planning and Zoning Commission

Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE: Jerry R. Brown Jr. DATE: 2/27/2014

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND





**BOARD, COMMISSION AND COMMITTEE APPOINTMENT
APPLICATION**

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: CRAIG FORSYTHE HOME TELEPHONE: (361) 290-1965
STREET ADDRESS: 2343 Willow Dr. YRS/MOS AT ADDRESS: 7+
PREVIOUS STREET ADDRESS: 140 MARIE PL.
CITY AND STATE (IF NOT IN PORTLAND): PORTLAND
DATE OF BIRTH: [REDACTED] VOTERS REGISTRATION NUMBER: _____
TEXAS DRIVERS LICENSE NUMBER: [REDACTED]
OCCUPATION: ARCHITECT EMPLOYER: LNV, INC.
WORK TELEPHONE: (361) 883-1984 EMAIL: c.forsythe@lnvinc.com
EDUCATION AND TRAINING: BACHELOR OF ENVIRONMENTAL DESIGN - 22 YRS
EMPLOYED WITH ARCHITECTURAL FIRM.
SPECIAL SKILLS, ABILITY OR KNOWLEDGE: KNOWLEDGE OF LIFE SAFETY, IBC,
AND ADA CODES.

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

REASON(S) FOR SEEKING APPOINTMENT:

CITY SERVICE

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 7 would represent your least interest).

Construction Board of Adjustment and Appeals

Park and Recreation Advisory Board

Planning and Zoning Commission

Senior Services Advisory Board

Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE:

Quinn Jordan

DATE:

09/09/2014

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND





BOARD, COMMISSION AND COMMITTEE APPOINTMENT APPLICATION

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: Diana Calderella HOME TELEPHONE: 361-633-9441

STREET ADDRESS: 111 Causeway YRS/MOS AT ADDRESS: 4 1/2

PREVIOUS STREET ADDRESS: 208 Causeway

CITY AND STATE (IF NOT IN PORTLAND):

DATE OF BIRTH: [REDACTED] VOTERS REGISTRATION NUMBER: 1022708667

TEXAS DRIVERS LICENSE NUMBER: [REDACTED]

OCCUPATION: Realtor EMPLOYER: Tompkin Young

WORK TELEPHONE: 361-643-2581 EMAIL: diana.calderella@aol.com

EDUCATION AND TRAINING: Texas A&M Commerce Post. Ed

SPECIAL SKILLS, ABILITY OR KNOWLEDGE: for financing my knowledge as a realtor in Portland since 2002 has kept me up with current affairs growth & vision of the city

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

Park & Recreation Advisory Board

REASON(S) FOR SEEKING APPOINTMENT:

see attached

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 7 would represent your least interest).

Construction Board of Adjustment and Appeals

Park and Recreation Advisory Board

Planning and Zoning Commission

Senior Services Advisory Board

Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE: *Laura Chelover* DATE: 8-29-14

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND



It's been a pleasure to be a member of the Parks and Recreation Advisory Board. As Portland continues to grow, so does my interest in the community. The Parks and Recreation Department has an incredible staff and outstanding activities. My main goal as a member of the Advisory Board, is the continued effort to “Keep Portland Beautiful”.



BOARD, COMMISSION AND COMMITTEE APPOINTMENT APPLICATION

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: Sandi Hart HOME TELEPHONE: 361-633-9463

STREET ADDRESS: 1117 Cupertino YRS/MOS AT ADDRESS: 13 yrs.

PREVIOUS STREET ADDRESS:

CITY AND STATE (IF NOT IN PORTLAND):

DATE OF BIRTH: VOTERS REGISTRATION NUMBER:

TEXAS DRIVERS LICENSE NUMBER:

OCCUPATION: Environmental Biologist EMPLOYER: Naismith Engineering

WORK TELEPHONE: 361-814-9900 EMAIL: chart@naismith-engineering.com

EDUCATION AND TRAINING: M.S. in Marine Biology, Certified Environmental Professional + Wetland Deliner

SPECIAL SKILLS, ABILITY OR KNOWLEDGE: Grant Writing, Water Quality Monitoring, NEPA + USACE regulatory work, TXDOT Pre-certified

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

Portland Parks + Recreation Board, Coastal Bend Bays Foundation, GP Youth Baseball Association, Leadership Arkansas, World Aquaculture Society

REASON(S) FOR SEEKING APPOINTMENT:

To help improve our parks + services that are available for my children and the future. To better Portland.

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 7 would represent your least interest).

___ Construction Board of Adjustment and Appeals

X Park and Recreation Advisory Board

___ Planning and Zoning Commission

___ Senior Services Advisory Board

___ Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE: Sandi Hart DATE: 9/2/14

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND





**BOARD, COMMISSION AND COMMITTEE APPOINTMENT
APPLICATION**

The City Council of the City of Portland is soliciting applications from qualified citizens who wish to serve on its volunteer boards, commissions and committees. Regular board, commission and committee members must be at least 21 years of age (exceptions may be made for Park and Recreation Advisory Board appointments), have resided within the City for at least 12 months, be registered to vote, not be in financial arrears to the City and be able to attend at least 1 regular evening meeting a month.

If you would like to be considered for appointment, fill out this application and turn it in to Annette Hall, City Secretary, 1900 Billy G. Webb Dr. Portland, Texas 78374.

GENERAL INFORMATION

NAME: Maria M. Bedia HOME TELEPHONE: 361-585-6568

STREET ADDRESS: 1403 Espana Drive YRS/MOS AT ADDRESS: 5 yrs 6 mos

PREVIOUS STREET ADDRESS: 7218 South Padre Island Drive Apt. 37B

CITY AND STATE (IF NOT IN PORTLAND): Corpus Christi, Texas

DATE OF BIRTH: ██████████ VOTERS REGISTRATION NUMBER: 1037962783

TEXAS DRIVERS LICENSE NUMBER: ██████████

OCCUPATION: Grants Writer/Coordinator EMPLOYER: Nueces County

WORK TELEPHONE: 361-888-0372 EMAIL: mariabedia14@gmail.com

EDUCATION AND TRAINING: Master of Business Administration, University of the Incarnate Word

SPECIAL SKILLS, ABILITY OR KNOWLEDGE: Over 5 years of grant management experience to include work on park improvement projects

PREVIOUS BOARD, COMMISSION OR COMMITTEE EXPERIENCE:

- Portland Parks and Recreation Advisory Board, 2012 - Present
- Board Member, Coastal Bend Council of Governments, 2011 - Present
- Member, Nueces County Colonia Coalition, 2009 - Present
- Former Vice President, Nueces County Sheriff's Employees Association, 2007 - 2009

REASON(S) FOR SEEKING APPOINTMENT: I have loved living in Portland for the past 5 years and have been impressed with the cleanliness and overall positive experiences I have had in the City's parks. I would like to continue to serve on this board.

INTEREST

Please check the board or commission appointment that you are seeking (no one will be appointed to more than one board or commission at a time). If you wish to be considered for appointment to any board or commission, rank your interest in each board or commission numerically (1 would represent your greatest interest and 7 would represent your least interest).

- Construction Board of Adjustment and Appeals
- Park and Recreation Advisory Board
- Planning and Zoning Commission
- Senior Services Advisory Board
- Zoning Board of Adjustment

APPLICANT'S STATEMENT

I certify that answers given herein are true and correct to the best of my knowledge. I understand that false or misleading information given in this application will eliminate me from consideration prior to appointment and result in my removal following appointment.

I authorize the City to investigate the statements made in this application, my City credit history and my criminal history, if any.

I agree, if appointed, to meet all membership and Ethics Ordinance requirements.

SIGNATURE: Imane M. Bedia DATE: 8/27/14

THANK YOU FOR YOUR INTEREST IN THE CITY OF PORTLAND



AGENDA TITLE	<u>ORDINANCE NO. 2093 – REVISING SOLID WASTE SERVICE RATES</u> THE CITY COUNCIL WILL CONSIDER THE SECOND AND FINAL READING OF ORDINANCE NO. 2093 THAT REVISES SOLID WASTE SERVICE RATES
MEETING DATE	9/16/2014
DEPARTMENT	Public Works
SUBMITTED BY	Brian DeLatte, P.E., Assistant City Manager

EXECUTIVE SUMMARY

In accordance with the Solid Waste Collection and Disposal Contract, Allied Waste Services of Texas/Republic Services of Corpus Christi has requested a 2.23% increase in the residential, commercial, and roll-off dumpster rates to become effective October 1, 2014. The change is based on a contract provision that allows increases based on the Consumer Price Index.

PRIOR ACTIONS OR REVIEWS

- February 7, 2012 – The City Council passed Resolution No. 645 authorizing automated solid waste collection and single stream recycling
- September 17, 2013 – The City Council passed Ordinance No. 2078 revising solid waste service rates for commercial accounts and roll-off dumpsters

DETAILS / STAFF ANALYSIS

The 2.23% increase is in compliance with Section 14.02 (a) of the Solid Waste Collection and Disposal Contract. The contract stipulates annual CPI increases for the duration of the contract.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

There is no budgetary impact as this is a pass-through cost to the residents.

ATTACHMENTS

- Rate increase correspondence from Republic Services dated July 24, 2014

RECOMMENDED ACTION

Motion to approve the second and final reading of Ordinance No. 2093.

47	Administrative/billing fee	<u>3.06</u>
48	Total	\$ 57.75

49
50

20, 30 & 40-YARD ROLL-OFF (OPEN TOP) DUMPSTER RATES

52 Rates include an administrative/billing fee of 19.5% for every roll-off (open-top)
53 dumpster account per month.

54

55	Delivery	\$ 82.33
56	Monthly Service	54.88
57	Haul Rate	249.31*
58	(* plus disposal fee of \$46.45 per ton)	

59

17-YARD ROLL-OFF (OPEN TOP) DUMPSTER RATES

61 Rates include an administrative/billing fee of 19.5% for every roll-off (open-top)
62 dumpster account per month.

63

64	Delivery	\$ 41.18
65	Monthly Rental	54.89
66	Haul Rate	\$ 198.63*
67	(*plus disposal fee of \$46.45 per ton)	

68

MONTHLY COMMERCIAL DUMPSTER COLLECTION RATE

70 Rates include an administrative/billing fee of 19.5% for every commercial
71 dumpster account per month.

72

73 74 75 76 77 78 79 80	Container	Pickups Per Week					
	Size	1	2	3	4	5	6
	2 cu yd	\$ 58.70	\$ 102.95	\$138.43	\$187.48	\$230.58	\$265.47
	3 cu yd	85.99	138.33	224.33	287.60	353.59	412.23
	4 cu yd	99.14	184.48	260.02	346.20	432.35	516.99
	6 cu yd	129.22	265.47	406.11	542.89	681.44	804.58
	8 cu yd	175.23	346.11	521.57	693.92	866.23	1038.59
	6 cu yd Recycle	68.04	142.87				

81

82 **SECTION 2.** All previously adopted rules, regulations, policies and ordinances in conflict with
83 this Ordinance are hereby repealed.

84

85 **SECTION 3.** If any provision, section, clause or phrase of this Ordinance, or the application of
86 same to any person or set of circumstances is, for any reason held to be unconstitutional, void
87 or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby,
88 it being the intent of the City Council in adopting this Ordinance that no portion hereof, or
89 provisions or regulations contained herein, shall become inoperative or fail by reason of any
90 constitutionality of any other portion hereof, and all provisions of this ordinance are hereby
91 declared severable for that purpose.

92

93 **SECTION 4.** This Ordinance shall be published after the second reading hereof by publishing the
94 caption thereof in the official newspaper with a statement that the public may view the
95 Ordinance in the Office of the City Secretary.

96

97 **SECTION 5.** This Ordinance shall take effect on October 1, 2014.

98

99 **PASSED and APPROVED this 16th day of September, 2014.**

100

101

City of Portland, Texas

102

103

104

David Krebs

105

Mayor

106

ATTEST: _____

107

Annette Hall

108

City Secretary

AGENDA TITLE **PUBLIC HEARING:** THE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING TO SOLICIT COMMENTS FROM CITIZENS AND OTHER INTERESTED PARTIES CONCERNING PROPOSED UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS. A GENERAL DESCRIPTION OF PROPOSED UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS FOLLOWS:

- Revisions to Section 401. Establishment of Districts.
- Revisions to Section 404. Newly Annexed Areas.
- Revisions to Section 405. Zoning District Intent Statements.
- Revisions to Section 406. Permitted Use Table.
- Revisions to Section 409. District Dimensional Standards.
- Revisions to Section 410. Supplementary Yard Regulations.
- Revisions to Section 502. Bars, Saloons, Lounges and Dance Halls, Private Clubs.
- Revisions to Section 508. Storage, Self-Service.
- Revisions to Section 606. Lot Standards.
- Revisions to Section 705. Nonresidential Design Requirements.
- Revisions to Section 707. Fences.
- Revisions to Section 712. Signs.
- Revisions to Section 1003. Defined Terms.

ORDINANCE NO. 2094 – UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS: THE CITY COUNCIL WILL CONSIDER ORDINANCE NO. 2094 THAT ADOPTS UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS—ASSISTANT CITY MANAGER

MEETING DATE 9/16/2014

DEPARTMENT Building and Development

SUBMITTED BY Brian DeLatte, P.E.

EXECUTIVE SUMMARY

Ordinance No. 2094 proposes several text amendments to the Unified Development Ordinance (UDO). The revisions are necessary for the UDO to address current development trends. The Planning and Zoning Commission conducted a Public Hearing and recommended approval of the revisions. A Public Hearing by the City Council is required prior to the deliberation of the ordinance.

PRIOR ACTIONS OR REVIEWS

- None.

PUBLIC HEARING AND PLANNING AND ZONING RECOMMENDATION

The Public Hearing Notice was published in *The Coastal Bend Herald* on August 21, 2014. There have not been any telephonic or written responses to the proposed amendments.

The Planning and Zoning Commission conducted a Public Hearing and recommended approval of the revisions at its September 9, 2014, meeting by a 5-1 vote. No members of the public attended the Public Hearing.

STAFF ANALYSIS

The revisions to the UDO are required to address current development trends:

- An R-2, Single-Family Zoning District is being created to match the Comprehensive Plan's vision for lower-density development to the west and northwest of the current city limits.
- The Nonresidential Design Requirements are being updated to encourage creativity in building materials and facade articulation design while preserving and enhancing overall community appearance.
- A change in the Permitted Use Table is proposed to allow vocational schools in residential zoning districts by Special Use Permit.

ATTACHMENTS

- Proposed Ordinance No. 2094

RECOMMENDED ACTION

Motion to approve the first reading of Ordinance No. 2094.

1 **ORDINANCE NO. 2094**

2
3 **AN ORDINANCE ADOPTING TEXT REVISIONS TO THE UNIFIED**
4 **DEVELOPMENT ORDINANCE CONCERNING THE CREATION OF AN R-2**
5 **SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT, THE REVISION OF**
6 **COMMERCIAL FAÇADE ARTICULATION REQUIREMENTS, AND THE**
7 **MODIFICATION OF “SCHOOL, COLLEGE OR VOCATIONAL” IN THE**
8 **PERMITTED USE TABLE; PROVIDING FOR THE REPEAL OF**
9 **ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY**
10 **CLAUSE; ESTABLISHING A PENALTY FOR VIOLATIONS; PROVIDING**
11 **AND ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR**
12 **PUBLICATION**

13
14 **WHEREAS** zoning and subdivision regulations in the Unified Development Ordinance
15 implement the Comprehensive Plan according to Section 211.004 of the Local Government
16 Code; and,

17
18 **WHEREAS** the City of Portland updated the Unified Development Ordinance on February
19 5, 2013 (Ordinance No. 2065); and,

20
21 **WHEREAS** the Planning and Zoning Commission conducted a public hearing on
22 September 9, 2014, to solicit comments concerning revisions to the Unified Development
23 Ordinance; and,

24
25 **WHEREAS** the Planning and Zoning Commission, after considering and evaluating
26 comments presented at the public hearing, recommended approval of Unified Development
27 Ordinance revisions to the City Council on September 9, 2014; and,

28
29 **WHEREAS** the City Council conducted public hearing on September 16, 2014, to solicit
30 comments concerning revisions to the Unified Development Ordinance; and,

31
32 **WHEREAS** the City Council on September 16, 2014, received a recommendation from
33 the Planning and Zoning Commission comments concerning revisions to the Unified
34 Development Ordinance; and,

35
36 **WHEREAS** the City Council deliberated approval of Unified Development Ordinance
37 revisions on September 16, 2014; and,

38
39 **WHEREAS** the City Council has found that the approval of Unified Development
40 Ordinance revisions will promote the health, safety, and welfare of Portland residents,

41
42 **NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,**
43 **TEXAS:**
44

45 **SECTION 1:** Section 401. Establishment of Districts., Chapter 4, Appendix A of the Code
46 of Ordinances is hereby amended to read as follows:

- 47
48 A. For the purpose of this Ordinance, the City of Portland is hereby divided into the
49 following districts:
50

Base Zoning Districts
<u>R-2, Single-Family Residential</u>
R-6, Single-Family Residential
R-7, Single-Family Residential
R-8, Single-Family Residential
R-8D, Two-Family Residential
R-15, Townhouse Residential
RMH, Manufactured Housing
R-20, Multifamily Residential
RST, Multifamily Resort
P, Professional Office
C-R, Retail Commercial
C-G, General Commercial
OT-1, Olde Town Residential
OT-2, Olde Town Mixed Use
I, Industrial
Special Purpose Districts
PUD, Planned Unit Development

- 51
52 B. The location and boundaries of the districts established here are shown on the
53 Official Zoning Map, which is hereby incorporated into this Ordinance. The Map,
54 together with all its notations, references and other information and any
55 amendments, shall be as much a part of this Ordinance as if fully set forth and
56 described here. The Official Zoning Map is on file in the Office of the City Secretary,
57 and copies are available from the Building Department.
58

59 **SECTION 2:** Section 404. Newly Annexed Areas., Chapter 4, Appendix A of the Code of
60 Ordinances is hereby amended to read as follows:

- 61
62 A. All territory annexed to the City of Portland after the effective date of this Ordinance
63 shall be temporarily initially classified in accordance with the City of Portland
64 Comprehensive Plan until permanently zoned by the City Council. Property that is
65 designated "BB" on the Comprehensive Plan's "Figure 25. Recommended Single
66 Family Densities" shall be temporarily classified as R-2, Single-Family Residential.
67 Property that is designated as "A" or "B" on the "Figure 25. Recommended Single
68 Family Densities" shall be initially classified as R-6, Single-Family Residential. Any
69 property not identified on the "Figure 25. Recommended Single Family Densities"

Use	Residential								Special			Nonresidential			
	R-2	R-6	R-7	R-8	R-8D	R-15	RMH	R-20	RST	OT-1	OT-2	P	C-R	C-G	I
Personal Services									SP		P	P	P	P	
Quick Printer, Copy Shop, Quick Signs									SP		P	P	P	P	
Repair-- Shoe, Appliance, Electronic									SP		P	P	P	P	P
Restaurant									SP	SP	P	SP	P	P	
Retail, General									SP		P	P	P	P	
Smoker Shop															P
Storage, Self-Service or Mini-Storage											SP				P
Studio, Professional									SP		P	P	P	P	
Tattoo Parlor															P
Vehicle Parts Sales											P	SP	P	P	P
Vehicle Service, Limited: when located less than 60' from a residential property line												SP	P	P	P
Vehicle Service, Limited: when located at least 60' from a residential property line											P	SP	P	P	P
Vehicle Service, General: when located less than 60' from a residential property line														P	P
Vehicle Service, General: when located at least 60' from a residential property line											P		P	P	P
Vehicle Sales											P		SP	P	P
Veterinarian/Animal Hospital (with indoor kennels only)									SP		P	P	SP	P	P
Veterinarian/Animal Hospital or Kennel with outdoor kennels									SP		SP	SP	SP	SP	P
INDUSTRIAL															
Manufacturing, Light														SP	P
Manufacturing, Heavy															P
Mining, Excavation															SP
Storage Yard											SP				P
Warehouse, Freight Movement															SP
Wholesale Trade														SP	P

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SECTION 5: Subsection A, Section 409. District Dimensional Standards., Chapter 4, Appendix A of the Code of Ordinances is hereby amended to read as follows:

A. The area, width, required yards and maximum height regulations for each district are shown in the following table.

District	Min. Lot Area and Area Per Unit (SF)		Minimum Average Lot Width and Required Yards (Feet)				Max. Bldg. Height
	Lot Area	Area/Unit	Width	Front	Side	Rear	Feet
R-2, Single-Family Residential	20,000	20,000	100	35	15	25	35
R-6, Single-Family	7,000	7,000	65	25	6	20	35

Residential							
R-7, Single-Family Residential	6,000	6,000	60	25	5	15	35
R-8, Single-Family Residential	5,000	5,000	50	20	5	15	35
R-8D, Two-Family Residential	10,000	5,000	75	20	7.5	15	35
R-15, Townhouse Residential	12,000	2,900	100	25	10	5	35
RMH, Manufactured Housing	6,600	6,600	60	20	10	10	15
R-20, Multifamily Residential	15,000	2,180	100	25	7.5	20	35
RST, Multifamily Resort	20,000	--	--	20	15	20	--
OT-1, Olde Town Residential	5,000	--	--	20	5	15	35
OT-2, Olde Town Mixed Use	5,000	--	--	10	5	5	--
P, Professional Office	5,000	--	50	20	5	15	35
C-R, Retail Commercial	7,500	--	50	20	0 ¹	0 ¹	--
C-G, General Commercial	7,500	--	50	20	0 ¹	0 ¹	--
I, Industrial	7,500	--	50	20	0 ¹	0 ¹	--

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NOTES:

-- = no applicable regulations.

¹ See Section 410 and Section 709.

SECTION 6: Section 410. Supplementary Yard Regulations., Chapter 4, Appendix A of the Code of Ordinances is hereby amended to read as follows:

The following regulations supplement or modify the regulations in Section 409.

- A. Structures in Required Yards. Every part of a required yard shall be open to the sky and unobstructed, except as expressly set forth below.
 - 1. Ordinary projection of sills, belt courses, cornices, eaves and ornamental features may encroach a maximum of twenty-four (24) inches into required yards.
 - 2. Accessory buildings may encroach into required yards as regulated by H below.
- B. Measurement of Yard Line. Where the road is curved, the setback (yard) line shall be parallel to the curve of the road and not a straight line.
- C. Platted Building Lines. Where a building line has been established by a properly recorded subdivision plat and such building line is different than the required yard established in the table above, the front, side and rear yards shall comply with the building line established by the plat.
- D. Front Yards and Corner Lots.

- 123 1. No structure shall be permitted in a required front yard except for the following.
124 a. Driveways and walks connecting the building with the public right-of-way;
125 b. Other required incidental structures such as mailboxes, lighting fixtures, and
126 similar structures; and
127 c. In the R-2, Single-Family Residential, R-6, Single-Family Residential, R-7,
128 Single-Family Residential, R-8, Single-Family Residential, R-8D, Two-Family
129 Residential and RST, Multifamily Resort (Single and Two Family dwellings
130 only) districts, structures (driveways and walks) permitted in the front yard
131 shall not cover more than sixty-five (65) percent of the front yard.
- 132 2. Setback Averaging. When thirty (30) percent or more of the lots within a single
133 block and on the same side of the street are improved with buildings that observed
134 a smaller front yard than specified for the district, then any new building may be
135 located between the point closest to the street line of the building on either side of
136 the proposed building and the established front yard line for the district. This
137 standard shall not apply where platted building lines exist.
- 138 3. Double Frontage Lots. Double frontage lots, as defined in Chapter 10. Definitions,
139 must have the required front yard on both streets. This requirement shall not apply
140 to existing lots of record or lots, which are in a subdivision described in Section
141 109.A.
- 142 4. Corner Lots.
143 a. A corner lot shall have one front yard as required by the table above, and a
144 side yard adjacent to the street of not less than fifteen (15) feet, except in
145 the R-8, Single-Family Residential, OT-1, Olde Town Residential, and OT-2,
146 Olde Town Mixed Use districts, where only a ten (10) foot side yard shall be
147 required. A side yard adjacent to a street may be reduced as necessary to
148 maintain a forty (40) foot width between side yards, however in no case shall
149 the side yard be reduced to less than five (5) feet. No accessory building shall
150 project beyond the required yard line along any street. No structure shall be
151 built within the "vision triangle" as defined in Chapter 10.
- 152 5. Garage Access for Corner Lots. Where a garage entrance accesses directly (straight
153 in) upon a side street, the building line for the garage structure shall be a minimum
154 of twenty (20) feet from the side street property line. When a corner lot abuts a
155 major thoroughfare or arterial street, there shall be no driveway or garage entrance
156 on such street.
- 157 E. Side Yards.
158 1. A side yard shall be provided on each side of a building in accordance with Section
159 409, except on a lot of record where the requirement in the table above would
160 reduce the width between setbacks to less than forty (40) feet. In such case, the
161 side yards may be reduced as necessary to maintain the minimum forty (40) foot
162 width between side yards, but in no case shall the side yard be reduced to less than
163 five (5) feet.
164 2. For the purpose of side yard regulations, a two-family or multifamily dwelling shall
165 be considered as one building occupying one lot.
166 3. No structure shall be permitted in a required side yard except for the following:

- 167 a. Driveways and walks;
- 168 b. Fences in accordance with Section 707; and
- 169 c. Accessory buildings in accordance with subsection H.7. below.

170 F. Rear Yards.

- 171 1. When a lot of record at the time of passage of this Ordinance is smaller than herein
- 172 required, the rear yard shall either be in accord with Section 409, or not less than
- 173 twenty (20) percent of the depth of the lot, whichever amount is smaller.
- 174 2. Accessory buildings may be placed in the required rear yard in accordance with H
- 175 below.
- 176 3. In the R-2, Single-Family Residential, R-6, Single-Family Residential, R-7, Single-
- 177 Family Residential, R-8, Single-Family Residential, R-8D, Two-Family Residential, and
- 178 RST, Multifamily Resort (Single and Two Family dwellings only) districts, structures
- 179 (porches, patios, walks, driveways, accessory buildings and swimming pools)
- 180 permitted in the rear yard shall not cover more than forty (40) percent of the rear
- 181 yard without a drainage plan approved by the Administrative Official.

- 182 G. Swimming Pools. No swimming pool shall be constructed until a permit for the principal
- 183 use or structure has been obtained. The outside walls of a swimming pool or hot tub
- 184 shall not project beyond the required yard line along any street. The outside walls of a
- 185 swimming pool or hot tub must be at least three (3) feet from side and rear property
- 186 lines. The outside walls of an in-ground swimming pool or hot tub shall also keep at least
- 187 one (1) foot of horizontal distance to each one (1) foot of depth from any structure,
- 188 easement, or property line (unless plans and a report are prepared by a Professional
- 189 Engineer).

190 H. Accessory Buildings.

- 191 1. Accessory buildings shall not be constructed until a permit for the principal use or
- 192 structure has been obtained.
- 193 2. Accessory buildings shall not be used for dwelling purposes.
- 194 3. Detached accessory buildings shall not exceed twelve (12) feet in height unless the
- 195 properties upon which they are being constructed are one (1) acre in area or larger.
- 196 Detached accessory buildings being constructed upon such acreage lots shall not
- 197 exceed twenty (20) feet in height.
- 198 4. Accessory buildings (attached or detached) may occupy up to twenty-five (25)
- 199 percent of the required rear yard.
- 200 5. Accessory buildings shall not project beyond the required front or side yard line
- 201 along any street.
- 202 6. Attached accessory buildings shall maintain the same side yard setback as required
- 203 for the main structure.
- 204 7. A detached accessory building located in the rear yard of a property shall not be
- 205 located closer than three (3) feet from the side or rear property line. When there is
- 206 not a required side or rear yard, the building may be placed up to the property line
- 207 (see Section 409.B).

208

209 **SECTION 7:** Section 502. Bars, Saloons, Lounges and Dance Halls, Private Clubs., Chapter

210 5, Appendix A of the Code of Ordinances is hereby amended to read as follows:

211
212 These uses are permitted in accordance with the use table, provided such uses are a
213 minimum of three hundred (300) feet from any church, school or hospital, or any R-2,
214 Single-Family Residential. R-6, Single-Family Residential, R-7, Single-Family Residential,
215 R-8, Single-Family Residential, or R-8D, Two-Family Residential district boundary. All
216 such uses shall meet the licensing requirements of the Texas Alcoholic Beverage
217 Commission (TABC).

218
219 **SECTION 8:** Subsection G, Section 508. Storage, Self-Service., Chapter 5, Appendix A of
220 the Code of Ordinances is hereby amended to read as follows:

221
222 G. Storage facilities may not be placed on a lot within two hundred (200) feet of an R-2,
223 Single-Family Residential. R-6, Single-Family Residential, R-7, Single-Family Residential,
224 R-8, Single-Family Residential, R-8D, Two-Family Residential, R-15, Townhouse
225 Residential, RMH, Manufactured Housing, R-20, Multifamily Residential, RST,
226 Multifamily Resort, OT-1, Olde Town Residential, OT-2, Olde Town Mixed Use or P,
227 Professional Office district boundary.

228
229 **SECTION 9:** Subsection A, Section 606. Lot Standards., Chapter 6, Appendix A of the
230 Code of Ordinances is hereby amended to read as follows:

231
232 A. Lot Dimensions. Lot dimensions shall comply with the minimum standards of this
233 Ordinance for the district being platted. In general, side lot lines shall be at right angles
234 to street lines or radii to curving street lines. Flag lots shall be prohibited in the R-2, R-6,
235 R-7, R-8, R-8D, R-15, RMH, R-20 and RST districts. Dimensions of corner lots shall be
236 large enough to allow for erection of buildings, observing the minimum setback from
237 both streets, i.e. wider by the footage differential between side yard setbacks for corner
238 lots versus interior lots. Depth and width of non-residential lots shall be adequate to
239 provide for the off-street parking facilities and other site plan requirements.

240
241 **SECTION 10:** Section 705. Nonresidential Design Requirements., Chapter 7, Appendix A
242 of the Code of Ordinances is hereby amended to read as follows:

243
244 A. Building Materials.
245 1. Any façade of a professional or commercial building that can be seen from an
246 adjacent street or parking area shall be constructed of one of the following
247 building materials:
248 a. Fired brick.
249 b. Natural or polished stone.
250 c. Masonry block.
251 d. Tilt wall concrete panels with architectural detail.
252 e. Stucco.
253 f. Tile.
254 g. Fiber cement siding.

- 255 h. Glass.
- 256 i. Smooth finish baked-on enamel factory-painted metal (does not include
- 257 corrugated ridge-type metal).
- 258 2. Wood, dimensioned or siding, shall not cover more than ten (10) percent of any
- 259 façade that can be seen from an adjacent street or parking area. Exterior
- 260 insulation and finish systems (EIFS), stainless steel, chrome, standing seam metal
- 261 and premium grade architectural metal may be used as an architectural accent,
- 262 but shall not cover more than ten (10) percent of any façade. Doors of any kind
- 263 may be constructed of galvanized steel and painted steel.
- 264 3. Any side or rear wall facing a public or private street or residential zoning district
- 265 shall consist of the same facing materials as the building front.
- 266 4. The roof side of any parapet wall shall consist of the comparable facing materials
- 267 as the front of the parapet if viewable from a public or private street.
- 268 B. *Façade Articulation.*
- 269 1. The front façade of a building shall be defined as any façade that includes front
- 270 entry doors or that faces a public or private street.
- 271 2. Façade depth and height articulation shall be required on the front façade of a
- 272 building, per the following:
- 273 a. ~~Depth articulation of at least three (3) feet shall be required for every thirty-~~
- 274 ~~(30) feet of building façade length.~~ Depth articulation of at least 10% shall
- 275 be required on any front façade exceeding thirty (30) horizontal feet. In no
- 276 event shall a front façade segment exceed forty-five (45) feet without depth
- 277 articulation. Depth articulation applies only below the roofline.
- 278 b. ~~Height articulation for flat roofs of at least five (5) feet shall be required for~~
- 279 ~~every fifty (50) feet of building façade length.~~ Height articulation of at least
- 280 10% shall be required on any front façade exceeding fifty (50) horizontal
- 281 feet. In no event shall a front façade segment exceed seventy-five (75) feet
- 282 without height articulation. Pitched roofs do not require height articulation.
- 283 3. Façade offsets shall be shown, along with calculations verifying that the building
- 284 elevations meet the above requirements, on a building façade (elevation) plan,
- 285 and shall be submitted for review along with the building elevations at the time of
- 286 building permit issuance.
- 287 C. Metal buildings without a masonry façade will be allowed anywhere in the I, Industrial
- 288 district or in the OT-2, Olde Town Mixed Use district if they are located at least two
- 289 hundred (200) feet from Hwy. 181 ~~and~~ or Moore Avenue.
- 290 D. New buildings on previously developed lots or in existing developments. New buildings
- 291 on previously developed lots or in existing developments must have foundations,
- 292 exterior siding, fenestration, fascia and roofing that are compatible with existing
- 293 buildings on the same lot or within the same development.
- 294 E. Nonresidential buildings. All nonresidential buildings must be affixed to a permanent
- 295 foundation.
- 296 F. Rooftop mechanical equipment shall be screened from the view of any parking lot and
- 297 public or private street at a height of six (6) feet above natural grade at a horizontal

298 distance of five hundred (500) feet. Screening shall be comparable to facing materials
299 required in Section 705.A.1.

301 **SECTION 11:** Subsections A through C, Section 707. Fences., Chapter 7, Appendix A of
302 the Code of Ordinances is hereby amended to read as follows:

- 303
- 304 A. In OT-1, Olde Town Residential, OT-2, Olde Town Mixed Use, R-2, Single-Family
305 Residential, R-6, Single-Family Residential, R-7, Single-Family Residential, R-8, Single-
306 Family Residential, R-8D, Two-Family Residential and R-15, Townhouse Residential
307 districts, fences shall not be constructed in front yard areas, nor project beyond an
308 adjoining lot's front building setback line. Residential dwellings in the Olde Town
309 districts (OT-1 and OT-2) may erect a thirty-six (36) inch high picket fence in the front
310 yard area.
- 311 B. Fences shall not be erected of chain link in OT-1, Olde Town Residential, on
312 residential lots in OT-2, Olde Town Mixed Use, R-2, Single-Family Residential, R-6,
313 Single-Family Residential, R-7, Single-Family Residential, R-8, Single-Family
314 Residential, R-8D, Two-Family Residential, and R-15, Townhouse Residential districts.
- 315 C. Fences shall not be erected in side yard areas where there is double frontage in the
316 OT-1, Olde Town Residential, OT-2, Olde Town Mixed Use, R-2, Single-Family
317 Residential, R-6, Single-Family Residential, R-7, Single-Family Residential, R-8, Single-
318 Family Residential, R-8D, Two-Family Residential and R-15, Townhouse Residential
319 districts. Exceptions may be made for fences in side yard areas where there is
320 double frontage, but only if all of the following conditions are met:
- 321 1. No fence shall be erected or maintained closer than five (5) feet to any
322 side yard property line;
 - 323 2. No fence shall exceed a height of four (4) feet; and
 - 324 3. A ten (10) foot vision triangle created by an area using rear and side yard
325 property lines shall be maintained.
 - 326 4. The fence shall be eighty (80) percent transparent and be constructed of
327 decorative wrought iron, aluminum, or vinyl (chain link, wire, or other
328 similar materials shall be prohibited).
- 329

330 **SECTION 12:** Subsection C.2, Section 712. Signs., Chapter 7, Appendix A of the Code of
331 Ordinances is hereby amended to read as follows:

- 332
- 333 2. *Building Sign Type A.* A sign placed flat against the building, not projecting
334 above the roof line, and referring to a business located within the building
335 to which the sign is attached. The total area of all signs shall not exceed a
336 size larger than an area equal to one square foot for each lineal foot of
337 frontage of the building to which the sign is attached or fifty (50) square
338 feet, whichever is smaller. In an R-2, Single-Family Residential, R-6, Single-
339 Family Residential, R-7, Single-Family Residential or R-8, Single-Family
340 Residential district, such signs are limited to use by churches, country
341 clubs, public buildings and philanthropic institutions.

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SECTION 13: Subsection D, Section 712. Signs., Chapter 7, Appendix A of the Code of Ordinances is hereby amended to read as follows:

D. Signs Types Allowed by District

1. Permitted sign types are allowed in districts in accordance with the following chart and the standards above.
2. Notwithstanding the district restrictions below, sites with frontage on an arterial street shall be allowed to have a Freestanding Sign Type B and a Building Sign Type B. Sites with frontage on a collector street shall be allowed to have a Freestanding Sign Type A.

Sign Type	District									
	R-2, R-6, R-7, R-8, R-8D, R-15	RMH	R-20	RST	OT-1	OT-2	P	C-R	C-G	I
Awning Sign				●	●	●	●	●	●	●
Building Sign Type A	●	●	●		●					
Building Sign Type B				●		●	●	●	●	●
Corridor Sign				●		●	●	●	●	●
Electronic Message Boards				●		●	●	●	●	●
Freestanding Sign Type A			●	●	●	●	●	●	●	●
Freestanding Sign Type B						●	●	●	●	●
Temporary Banner Sign and Streamers			●	●	●	●	●	●	●	●
Temporary Portable Sign						●		●	●	●
Projecting Sign				●	●	●	●		●	
Inflatable Signs or Objects			●			●	●	●	●	●
Searchlights								●	●	●

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SECTION 14: Section 1003. Defined Terms., Chapter 10, Appendix A of the Code of Ordinances is hereby amended to read as follows:

Vocational school: A school or training facility that offers instruction and practical introductory experience in skilled trades such as mechanics, carpentry, plumbing, and construction.

SECTION 15: If any provision, section, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

