



City of Rockport

CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, JANUARY 14, 2025 - 6:30 PM
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

Mayor Tim Jayroe
Mayor Pro Tern (Ward 4) Andrea Hattman
Councilmember (Ward 1) Stephanie Rangel

Councilmember (Ward 2) Matt Anderson
Councilmember (Ward 3) Brad Brundrett
Vanessa Shrauner, City Manager

Notice is hereby given that the Rockport City Council will hold a Regular Meeting on Tuesday, January 14, 2025, at 6:30 PM. The meeting will be held in person at the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas. The live stream link to view the meeting is <https://rockporttx.portal.civicclerk.com/>.

The City Council welcomes citizen participation and comments at all City Council Meetings on an Agenda item or any subject matter.

Written comments submitted by 3:30 p.m. on the day of the meeting.

- Complete the Speaker Card - locate the card online (<https://rockporttx.gov/FormCenter/Citizen-Participation-Form-7/Citizen-Participation-Form-52>)
- Written Comments received by the deadline will be read.

Sign up in person.

- Speaker's cards are located at the entrance of the meeting room and must be delivered to the City Secretary before the meeting begins.
- Any citizen with handouts should provide them to the City Secretary before the meeting. If you wish the City Council to receive your handouts for the meeting, please provide 8 copies; if not, the City Council will receive your handouts the following day.

Rules for Citizen Participation.

- Speakers will be limited to three minutes.
- While civic public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for discussion. An announcement will be made based on the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for the Executive Session.

Notice is hereby given that other elected or appointed officials may attend the City Council Meeting at the date and time above in numbers that may constitute a quorum. No action or minutes will be taken by such in attendance.

This facility is wheelchair-accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours before this meeting. Please get in touch with the City Secretary's office at (361) 729-2213, ext. 225, or FAX (361) 790-5966 or email sgoodwin@rockporttx.gov for further information. Braille is not available.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZENS TO BE HEARD

Speaker participation instructions are provided in writing at the beginning of the agenda. NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting, and any response to a question posed to the City Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042 has not been posted on the agenda.

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

V. CONSENT

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless pulled at the request of a member of the City Council.

1. Consider the approval of the City Council Minutes for the December 10, 2024, City Council Regular Meeting (Shelley Goodwin, City Secretary)
2. Consider the approval of Resolution 2025-01 R Authorizing the Rockport Police Department to apply for and operate an Operation Stonegarden Grant Program (OPSG) (Nathan Anderson, Police Chief)
3. Consider the approval of the outcome of AEP Resiliency Plan Settlement which Lloyd, Gosselink intervened, and the proposed electric rate increase was reduced to \$317.6 million over three years (Robbie Sorrell, Director)
4. Consider the approval of a Water Tank Maintenance Contract with USG Water Solutions for the FM 188 Bolted Tank Rehab Project (not to exceed \$659,332.00). (Ryan Picarazzi, Interim Public Works Director)
5. Consider the approval of an Interlocal Cooperation Agreement between Aransas County, Texas, and the City of Rockport, Texas for Municipal Court Prosecutorial Services in the amount of Twenty-Five Thousand Dollars (\$25,000.00) each year, which is approximately Two Thousand Eighty-Three Dollars and Thirty-three cents (\$2,083.33) each month. (Vanessa Shrauner, City Manager)
6. Consider the approval of an Interlocal Agreement between the City of Rockport and Rockport Fulton Independent School District for mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions pursuant to Chapter 85 and 791 of the Texas Government Code, Chapter 418 Texas Government Code (Texas Disaster Act of 1975), and Chapter 37 of the of the Texas Education Code. (Nathan Anderson, Police Chief)
7. Consider the approval of an Engagement Letter with McCall, Parkhurst & Horton L.L.P. for legal services agreement, to provide services as Bond Counsel to the City in connection with the issuance of bonds, certificates of obligation, tax notes, public property finance contractual obligations or other obligations (hereinafter generally referred to as "Obligations") to finance various

improvements by the City, the defeasance and redemption of Obligations, and other matters related and incidental thereto. (Vanessa Shrauner, City Manager)

VI. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

8. Request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District).
 - i. Hold a public hearing to receive comments for or against the request
 - ii. Consider the approval on first of two reading for Ordinance 1961 amending the official zoning map as request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as lot 122 Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision being 10.0972 acres, to PUD (Planned Unit Development) currently zoned B-1 (General Business District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
9. Consider the approval on first of two readings on Ordinance 1960 to amend Ordinance 1944 amending the Convention and Visitor Bureau Board by adding an ex-officio position for Aransas County Navigation District member. (Shelley Goodwin, City Secretary)
10. Consider the approval on second and final reading for Ordinance 1959 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from B-1 (General Business District); for property located at 317 E Liberty; also known as lot 2-A, Kimmons Acres Subdivision; to R-1 (1st Single Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
11. Consider the approval of Resolution 2025-02R expressing official intent to reimburse costs incurred for the acquisition and construction of various capital improvements in the City (Fire Station). (Robbie Sorrell, Director)
12. Consider the approval of Resolution 2025-03R authorizing the award of administrative/project delivery service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD). (Kimberly Henry, Assistant to the City Manager)
13. Consider the approval of Resolution 2025-04R authorizing the award of engineering/architectural service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD). (Kimberly Henry, Assistant to the City Manager)

VII. OTHER ACTION ITEMS AND UPDATES

14. Consider the approval to move the February 25, 2025 City Council Regular Meeting to Wednesday, February 26, 2025. (Shelley Goodwin, City Secretary)
15. Consider the award of bid to Turbomachinery Industries for the rehab two pumps at the Peninsula Oaks Pump Station (not to exceed \$135,909.04). (Ryan Picarazzi, Interim Public Works Director)
16. Consider a presentation and request for funding from the Class of 2025 Aransas Leadership Class for a class project (Vanessa Shrauner, City Manager)

VIII. CITY MANAGER'S UPDATE

IX. CITY COUNCIL REPORT

The City Council will report/update on activities in respective Wards, and all committee assignments. No formal action can be taken on these items at this time.

X. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to:

Note 1: Texas Government Code § 551.071, Consultation with Attorney

Note 2: Texas Government Code § 551.072, Real Property

Note 3: Texas Government Code § 551.074, Personnel Matters

Note 4: Texas Government Code § 551.076, Security

Note 5: Texas Government Code § 551.087, Economic Development Negotiations

Note 6: Texas Government Code § 551.089, IT Security

Note 7: Texas Government Code § 551.0745, Personnel Matters Affecting County Advisory Board

The City Council will consider the following items in Executive Session. The Council may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Council announces that the item will be considered during Executive Session.

17. Discussion of Concho Drainage Project and Ongoing Navigation District Discussions ⁽¹⁾ (Vanessa Shrauner, City Manager)
18. City Hall construction ⁽¹⁾ (Vanessa Shrauner, City Manager)
19. General Land Office (GLO) drainage project ⁽¹⁾ (Vanessa Shrauner, City Manager)

XI. BUSINESS ITEM

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session; the City Council may take action on any item posted in the Executive Session as necessary.

XII. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 4:45 p.m. on January 8, 2025, on the bulletin board of the City of Rockport Service Center, 2751 S. H. 35 Bypass, Rockport, Texas 79382.



Shelley Goodwin, TRMC/CMC
City Secretary



City of Rockport
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, DECEMBER 10, 2024 - 6:30 PM
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

Mayor Tim Jayroe
Mayor Pro Tem (Ward 4) Andrea Hattman (zoom)
Councilmember (Ward 1) Stephanie Rangel
Councilmember (Ward 2) Matt Anderson (zoom)
Councilmember (Ward 3) Brad Brundrett

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager
Art Rodriguez, City Attorney
Bob Argetsinger Director of Information Technology
Lee Brown, Director of Communications Center
Nathan Anderson, Police Chief
Ryan Picarazzi, Interim Public Works Director
Kimberly Henry, Assistant to the City Manager
Carey Dietrich, Director of Community Development
Robbie Sorrell, Director of Finance
Shelley Goodwin, City Secretary

I. CALL TO ORDER AND ROLL CALL

Mayor Jayroe called the December 10, 2024, Regular Meeting to order at 6:30 p.m. and announced that a quorum had been met.

II. PLEDGE OF ALLEGIANCE

Mayor Jayroe led the Pledge of Allegiance to the United States flag.

III. CITIZENS TO BE HEARD

Mayor Jayroe everyone wishing to speak are here for Agenda Item #5.

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Reading of a proclamation designating the City of Rockport a Purple Heart City

Mayor Jayroe read the proclamation and declared the City of Rockport as a Purple Heart City.

V. CONSENT

- 2. Consider the approval of the City Council Minutes from the November 12, 2024, City Council Regular Meeting**
- 3. Approval of the approval of the Fourth Quarter Report for the 2024 Hotel Occupancy Tax Funding for the following recipients:**
 - i. Rockport Cultural Arts District**
 - ii. Rockport Fulton Area Chamber of Commerce (Marketing Tourism)**
- 4. Consider the approval of the expenditure from the Special Revenue Asset Forfeiture fund for outfitting an existing police vehicle with Police K9 equipment and the purchase of a Police K9 training bite suit.**

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approve Consent Agenda Items 2 - 4. The City Council voted five (5) for and none (0) against. The motion passed unanimously.

VI. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

5. Hold a public hearing to receive comments on the City of Rockport default speed limit

Chief Anderson stated that he was requested to consider reducing the speed limit in the Country Club and residential neighborhoods. He provided a PowerPoint.

Mayor Jayroe opened the public hearing at 6:40 p.m. and asked if anyone wished to speak.

Mayor Jayroe stated he had received 9 comments regarding the speed limit. He noted these have been posted on the website under this agenda.

Shirley Garden Jackson spoke in favor of lowering the speed limit. She noted this is a man-made action by speeding cars.

Richard Peter spoke in favor of lowering the speed limit. He noted safety issues that need to be addressed.

Darrell Dean spoke in favor of lowering the speed limit. Most complaints in his neighborhood are due to the speed limit.

Paula Vernick stated speed is the most popular topic at her HOA meetings. She requested a speed study and encouraged the City Council to lower the speed limit.

Ed Sullivan thanked the Chief, for the presentation. He also reviewed the stop signs and the blind stops in their neighborhood.

Kim Hassle spoke in favor of lowering the speed limit in the Country Club but also stated this could benefit her neighborhood as well.

Chris Scales spoke in favor of lowering the speed limit. He also stated he feels the speed limit on Peach Street needs to be reduced.

Martin Perea spoke in favor of reducing the speed limit. She thanked Chief Anderson for his presentation and encouraged the City Council to change the speed limit.

Andrew Miller spoke in favor of reducing the speed limit. He also spoke regarding the people who run the stop sign at the end of his street.

With no one else wanting to speak, Mayor Jayroe closed the public hearing at 7:02 p.m.

Chief Anderson provided the expenses related to reducing the speed limits. He reviewed where the traffic incident occurred.

The City Council discussed the following:

- Drivers need to be responsible for their actions
- Traffic study
- Traffic devices
- Hold an additional public hearing
- Provide a big communications push regarding the potential of changing the speed limit

6. Request for rezoning of the property located at 2231 SH 35 Bypass; also known as West Terrace Unit 2, Block 1, Lot 41 (150' X 55') to B1 (General Business District), currently zoned R1 (1st Single Family Dwelling District)

i. Hold a public hearing to receive comments

Mayor Jayroe opened the public hearing at 7:20 p.m.

Rauzlin Ybarra, requestor, stated she is requesting a rezoning so she can add a tiny home to the property.

Carey Ditech, Director of Community Planning, stated this property currently has a structure on this property which is 150' x 55'. She noted that she has received six (6) protest out of the 12 letters sent to the surrounding neighbors. The Planning and Zoning Commission recommended denying the request. She reviewed that the vote would require a super majority to vote.

Mayor Jayroe asked if anyone did, no one did so the public hearing was closed at 7:21 p.m.

ii. Consider the approval on first of two readings of Ordinance 1958 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R1 (1st Single Family Dwelling District) for property located at 2231 SH 35 Bypass; also known as West Terrace Unit 2, Block 1, Lot 41 (150' x 55'); to b-1 (General Business District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

The City Council discussed the following:

- The size of the lot and adding a second home
- Setting president
- Variance requirements

Motion: Upon a motion made by Councilmember Rangel and a second by Councilmember Brundrett to deny the first of two readings of Ordinance 1958 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from R1 (1st Single Family Dwelling District) for property located at 2231 SH 35 Bypass; also known as West Terrace Unit 2, Block 1, Lot 41 (150' x 55'); to b-1 (General Business District); repealing all ordinances in conflict therewith; providing for severability; and

providing an effective date. The City Council voted five (5) for the denial and none (0) against. The motion passed unanimously.

7. Request for rezoning of the property located at 317 E Liberty; also known as Lot 2-A, Kimmons Acres Subdivision, to R-1 (1st Single Family Dwelling District), currently zoned B-1 (General Business District)

i. Hold a public hearing to receive comments

Mayor Jayroe opened the public hearing at 7:30 p.m.

Serlarith Pich, requestor, stated the property is currently zoned commercial and is requesting to rezone the property to build a single-family dwelling. He stated he wants to rezone the property since he was notified that he would be taxed as commercial lot because of the current zoning.

Carey Dietrich, Director of Community Planner and Building Department, stated this request is for rezoning of a commercial property to residential. She noted the requestor also owns the business adjacent to the property, but they are 2 separate lots and both lots meet the lot size. She also noted that the Planning and Zoning Commission approved this request unanimously.

Mayor Jayroe asked if anyone else wished to speak, no one did so he closed the public hearing at 7:33 p.m.

ii. Consider the approval on the first of two readings for Ordinance 1959 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from B-1 (General Business District); for property located at 317 E Liberty; also known as lot 2-A, Kimmons Acres Subdivision; to R-1 (1st Single Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

Motion: Upon a motion made by Councilmember Rangel and a second by Councilmember Brundrett to approve on first of two readings Ordinance 1959 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from B-1 (General Business District); for property located at 317 E Liberty; also known as lot 2-A, Kimmons Acres Subdivision; to R-1 (1st Single Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

8. Consider the approval of Resolution 2025- 29R appointing the Mayor as the Chief Executive Officer and Authorized Representative to act in all matters in connection with the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant (HMGP) project and committing the City to provide matching funds to secure and complete the TDEM Hazard Mitigation Grant for FEMA Project Number DR-4485-0133

Kimberly Henry, Assistant to the City Manager, reviewed the 2 mobile generators we did not budget because staff did not know if we would receive the grant.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approve Resolution 2025- 29R appointing the Mayor as the Chief Executive Officer and Authorized Representative to act in all matters in connection with the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant (HMGP) project and committing the City to provide matching funds to secure and complete the TDEM Hazard Mitigation Grant for FEMA Project Number DR-4485-0133. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

VII. OTHER ACTION ITEMS AND UPDATES

9. Consider the approval of appropriating \$49,606 out of the utility fund balance to support the Texas Division of Emergency Management Grant (FEMA Project Number: 0133) 10% grant match.

Robbie Sorrell, Director, reported that this item is for the approval of a 10% grant match. He noted that this funding is for the 2 mobile generators for lift stations.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approve appropriating \$49,606 out of the utility fund balance to support the Texas Division of Emergency Management Grant (FEMA Project Number: 0133) 0% grant match. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

10. Consider the awarding of a contract to South Texas Building Partners (STBP) for repairs to the city-owned building that is leased to the Rockport Volunteer Fire Department located at 212 N. Gagon Street, Rockport, TX for an amount not to exceed \$667,459.00.

Kimberly Henry, Assistant to the City Manager, stated after the City contacted TMLIMP regarding building damage, they sent out an adjustor who assessed the damage at \$65,000. She also stated once the contractor got into the building and continued to find additional damage.

Ryan Picarazzi, Interim Public Works, stated when the work began and a large amount of mold was found, an expert was called in. The expert told us the only remediation was to gut the building. He stated they are now working with the insurance and TML to get the firemen their house back.

Vanessa Shrauner, City Manager, stated the City is trying to get the adjustor to reevaluate.

Robbie Sorrell, Finance Director, provided some solutions to funding the project if the insurance doesn't pay more. He noted the financial portion of this approval is the next agenda item.

The City Council provided the following discussion:

- Meet with the adjustor and insurance
- Tax Note or Bank loan
- Discuss the issue with the Financial Advisor
- Consider grants

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to award a contract to South Texas Building Partners (STBP) for repairs to the city-owned building that is leased to the Rockport Volunteer Fire Department located at 212 N. Gagon Street, Rockport, Tx for an amount not to exceed \$667,459.00. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

11. Consider the approval of appropriating \$667,459 out of the general fund balance to support the contract awarded to South Texas Building Partners (STBP) for I improvements to the city-owned building leased to the Rockport Volunteer Fire Department.

Robbie Sorrell, Finance Director, stated this agenda item is for the funding of the previous agenda item.

Motion: Upon a motion made by Councilmember Rangel and a second by Councilmember Brundrett to approval appropriating \$667,459 out of the general fund balance to support the contract awarded to South Texas Building Partners (STBP) for improvements to the city-owned building leased to the Rockport Volunteer Fire Department, with the contingency of finding other financial alternatives. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

12. Consider the approval of CIP Projects Over \$50K- V&E Scheduled Replacement Purchases, 2024/2025 Budget Cycle 2025 John Deere 320P Backhoe

Ryan Picarazzi, Interim Public Works Director, stated Dale Martinets, Fleet Manager, would present this agenda item.

Dale Martinets, Fleet Manager, reviewed the V&E Schedule Replacement Purchases. He noted

these replacements were part of the FY 2025 Budget. He also stated the old backhoe would be traded in for the new backhoe.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approval of CIP Projects Over \$50K- V&E Scheduled Replacement Purchases, 2024/2025 Budget Cycle 2025 John Deere 320P Backhoe. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

13. Consider the Mayoral appointments of the City Council liaisons to various boards, committees, and commissions

The City Council discussed the different boards, committees, and commissions. They agreed by consensus to the following appointments.

Name	Current Council Liaison	Current Alternate Liaison
Aransas Pathways	Mayor Pro-Tem Hattman	Councilmember Brundrett
Coastal Bend Bays and Estuaries	Councilmember Rangel	Mayor Pro-Tem Hattman
Coastal Bend Council of Governments	Mayor Jayroe	Mayor Pro-Tem Hattman
Economic Development Council	Mayor Jayroe	Mayor Pro-Tem Hattman
Park and Leisure Services Advisory Board	Councilmember Brundrett	Councilmember Anderson
Planning and Zoning Commission	Councilmember Anderson	Councilmember Rangel
Rockport Cultural Arts District	Councilmember Rangel	Mayor Pro-Tem Hattman
Rockport - Fulton Chamber of Commerce	Councilmember Anderson	Councilmember Brundrett
Tree Landscape Committee	Mayor Pro-Tem Hattman	Councilmember Brundrett
Building & Standards Commission & Zoning Board of Adjustment	Councilmember Brundrett	Mayor Pro-Tem Hattman

Stormwater Management Advisory Committee- Staff Member (no Councilmember required)	Ryan Picarazzi (Interim Public Works Director)	
Tourism Development Council	Mayor Pro-Tem Hattman	Councilmember Rangel
Swimming Pool advisory Committee	Councilmember Rangel	Councilmember Brundrett
Reinvestment Zone Number One, Board of Directors (new)	Bring back once Ordinance has been amended	
Convention and Visitor Bureau Board	Mayor Pro-Tem Hattman	

14. Consider the approval of an Interlocal Cooperation Agreement Between Aransas County, Texas, and the City of Rockport, Texas for Municipal Court Prosecution

Robbie Sorrell, Director, stated the Agreement is still being worked out and requested this agenda item be considered.

15. Receive a presentation from PoolSure regarding the pool facility and provide direction to Staff

Joe Rieckers, Asst. Parks Director, stated PoolSure is here to review the issues that need to be addressed at the pool.

Josiah Powell, PoolSure, provided the attached PowerPoint. He also provided the renovation projects and filtration system that needed to be completed.

Vanessa Shrauner, City Manager, stated there are funds set aside for the pool repairs. She stated the City will still need to go through the RFP process.

VIII. CITY MANAGER'S UPDATE

16. Receive the City Manager's Update

Vanessa Shrauner, City Manager, stated the regular City Manager Update will be posted on the City website and on the City Manager page. She provided an update on the Anchor Project (City Hall). She noted the project as to date is under budget and will not finish under budget. She noted TEAL has requested mediation, which she is trying due to costing the City additional time and money. She provided the following information:

- 90 to 100 Windows felled the wind test; which City is not financially responsible for
- Move in is currently scheduled for Mid-February
- Issues with the arch windows
- Millwork battle inside
- Ordered new 2025 corner stone

She also noted that twelve companies were invited to bid on the Gas System. She reviewed the timeline for the bid process.

The City Council thanked the City Manager for the update.

IX. CITY COUNCIL REPORT

The City Council will report/update on activities in respective Wards, and all committee assignments. No formal action can be taken on these items at this time.

Councilmember Rangel stated there are a lot of activities going on in the downtown area and encouraged the residents to attend them. She also thanked Staff for keeping them informed and wished everyone a Merry Christmas and Happy New Year.

Councilmember Anderson stated he attended the Tropical Christmas and was blown away by the people who attended. He thanked everyone who put together the Tropical Christmas.

Councilmember Brundrett thanked the Fleet Department who did another great job on the City Council float.

Councilmember Hattman thanked everyone for all they do and wished everyone a Merry Christmas.

Mayor Jayroe stated he was grateful for everyone who attended the parade in the cold weather. He also wished everyone a Merry Christmas and a Happy New Year.

X. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code § 551.074, Personnel Matters

17. Evaluations for the City Manager, Municipal Judge, and City Secretary

Mayor Jayroe announced that the City Council will go out of the Regular Meeting in the Executive Session at 8:30 p.m.

Mayor Jayroe announced that the City Council will go out of the Executive Session into the Regular Meeting at 10:13 p.m.

XI. BUSINESS ITEM

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session; the City Council may take action on any item posted in the Executive Session as necessary.

No announcements were provided.

XII. ADJOURN

Motion: Upon a motion made by Councilmember Rangel and a second Councilmember Brundrett to adjourn the Tuesday, December 10, 2024, City Council Regular Meeting at 10:14p.m. The City Council voted by roll call:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangle	aye
Councilmember Anderson	aye
Councilmember Brundrett	aye

The City Council voted five (5) for and none (0) against. The motion passed unanimously.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



AGENDA MEMO

DEPARTMENT: Police

TO: Mayor and City Council

FROM: Nathan Anderson, Police Chief

MEETING DATE: January 14, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-01 R Authorizing the Rockport Police Department to apply for and operate an Operation Stonegarden Grant Program (OPSG)

SUMMARY:

A resolution of the City of Rockport, Texas, authorizing the Rockport Police Department to apply for and operate an Operation Stonegarden grant program (OPSG) administered by the Office of the Governor, Homeland Security Grants Division for Fiscal Year 2024; and authorizing the Mayor to act as the executive officer and authorized representative in all matters pertaining to the participation in this grant program.

BACKGROUND:

The Rockport Police Department has participated continuously in Operation Stonegarden for over 10 years.

FUNDING SOURCE:

FUNDING IMPACT:

Operation Stonegarden Grant Program (OPSG) This is a 100% reimbursement grant program. is a 100% reimbursement grant.

STAFF RECOMMENDATION:

Staff recommends the approval of this resolution

STRATEGIC INITIATIVES:

The objective of the Operation Stonegarden Grant Program (OPSG) is to disrupt, deter, interdict, and dominate criminal activity associated with the northbound and southbound movement of illicit traffic through the Texas border region in order to reduce border-related crime, reduce potential acts of terror, and increase the security and quality of life of Texans. The local and state agencies also coordinate and share information with federal agencies.

ATTACHMENTS:

1. fy2024 Stonegarden Resolution

APPROVAL/REVIEW:

Nathan Anderson, Police Chief

Date: January 02, 2025

A handwritten signature in blue ink, appearing to read "Shelley Goodwin".

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO APPLY FOR AND OPERATE AN OPERATION STONEGARDEN GRANT PROGRAM (OPSG) ADMINISTERED BY THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION FOR FISCAL YEAR 2024; AND AUTHORIZING THE MAYOR TO ACT AS THE EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THIS GRANT PROGRAM.

WHEREAS, the objective of the Operation Stonegarden Grant Program (OPSG) is to disrupt, deter, interdict, and dominate criminal activity associated with the northbound and southbound movement of illicit traffic through the Texas border region in order to reduce border-related crime, reduce potential acts of terror, and increase the security and quality of life of Texans. The local and state agencies also coordinate and share information with federal agencies: and

WHEREAS, the City of Rockport finds it is the best interest of our citizens that the City of Rockport participate in the Operation Stonegarden Grant Program joining together with local, state and federal partners, to support the men and women of the U. S. Border Patrol, and protect our community by securing our international borders; and

WHEREAS, the City of Rockport agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Rockport assures that the funds will be returned to the Office of the Governor in full.

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

Section 1. That a Operation Stonegarden Grant Program application is hereby authorized to be filed for funding consideration;

Section 2. That the Mayor is designated as the Chief Executive Officer and Authorized Representative in connection with this application and participation in the Operation Stonegarden Grant Program. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the agency.

PASSED and APPROVED this the ____ day of _____.

CITY OF ROCKPORT, TEXAS

Mayor Lowell T. Jayroe

ATTEST:

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Director

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of the outcome of AEP Resiliency Plan Settlement which Lloyd, Gosselink intervened, and the proposed electric rate increase was reduced to \$317.6 million over three years

SUMMARY:

Update Council on outcome of AEP Resiliency Plan that Council Passed a Resolution to contest on October 22, 2024.

BACKGROUND:

On or about September 25, 2024, AEP filed an Application of Approval of a System Resiliency Plan at the Public Utility Commission of Texas seeking to increase electric distribution rates by approximately \$352.1 million over three years. Lloyd, Gosselink intervened, and the electric rate increase was reduced to \$317.6 million over three years. Lloyd, Gosselink believes the new rates are reasonable given the natural disasters incurred within the state and issues experienced by CenterPoint after Hurricane Beryl. Lloyd, Gosselink recognized the importance of a resilient and reliable electric system.

FUNDING SOURCE:

Funding Sources would be the City of Rockport ratepayers.

FUNDING IMPACT:

Would be dependent on each ratepayers usage of electricity.

STAFF RECOMMENDATION:

Entertain update and outcome of September Resolution to intervene in AEP Resiliency request.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Dear Cities Served by AEP Texas
2. Dear Cities Served by AEP Texas

APPROVAL/REVIEW:

Robbie Sorrell, Director

Date: December 18, 2024

A handwritten signature in blue ink, appearing to read "Shelley Goodwin".

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

Dear Cities Served by AEP Texas:

As you may recall, in late September AEP filed an application regarding approval of a proposed Transmission and Distribution Resiliency Plan. AEP filed this plan at the Public Utility Commission of Texas (Commission) pursuant to a new statute enacted by the 88th Legislature. This statute allows utilities to file 3-year resiliency plans to enhance their systems against extreme weather conditions. In this proceeding, the Commission will approve a 3-year plan and then the Company will recover the costs to implement the plan through future distribution cost recovery factor filings (DCRFs) or other interim rate adjustments.

In its application, AEP proposed to spend \$352.1 million over the next three years on resiliency programs. AEP's application was the fifth resiliency plan filed at the Commission. We intervened on behalf of Cities Served by AEP Texas and hired a consultant to further evaluate AEP's proposed plan. Since this was one of the first few filings of its kind, there were not an abundance of metrics that we could use to evaluate the reasonableness and effectiveness of the proposed programs. Therefore, our focus was to ensure the Resiliency Plan was reasonable, and the requested dollars would be spent on the most beneficial programs to make the biggest impact.

After multiple settlement meetings, the parties have reached an agreement in principle that includes a \$34.5 million reduction to the plan. The settlement removes a program that was not the most beneficial to ratepayers at this time, and also limits two programs in order to direct AEP to focus on wildfire mitigation zones that have a substantial resiliency impact to AEP's system while remaining cost effective. This settlement results in a \$317.6 million estimated spend over three years, which is a decrease of \$34.5 million from AEP's initial request. The effect of this plan on the average residential bill is \$1.32 per month, or a \$0.13 decrease from AEP's original request. AEP additionally agreed to reimburse municipalities' expenses for involvement in this matter and for monitoring AEP's implementation of its Resiliency Plan.

We believe this is a reasonable outcome given the new and unique nature of a resiliency plan. In addition, this is a good outcome for the utility and ratepayers given the recent natural disasters that have occurred throughout the state effecting utilities' systems and customers; i.e., wildfires in the panhandle caused by Xcel Energy and the investigation into CenterPoint's system after Hurricane Beryl. It is important to Cities Served by AEP Texas that utilities maintain a resilient and reliable system and are investing in the most beneficial programs to continue to improve their system. We believe this settlement allows AEP to increase the resiliency of its system.

If you have any objections or concerns to settling on this basis, please let us know by no later than 12pm on Friday, December 20th. Please contact me if you have any questions.

Thanks,
Jamie and Sam



JAMIE MAULDIN

Principal

512-322-5890 Direct

512-771-5232

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Ave., Suite 1900, Austin, TX 78701

www.lglawfirm.com | 512-322-5800

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Thanks,
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JAMIE MAULDIN

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www.lglawfirm.com | 512-322-5800



AGENDA MEMO

DEPARTMENT: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Interim Public Works Director

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of a Water Tank Maintenance Contract with USG Water Solutions for the FM 188 Bolted Tank Rehab Project (not to exceed \$659,332.00).

SUMMARY:

This is for the FM188 Tank Improvements project in the amount of \$659,332.00. The funding source was approved via 2024 tax notes, code 97-6418020.

BACKGROUND:

This project was part of the yearly inspection, and it was identified that the repairs needed to be made quickly. This maintenance contract will end up paying for itself by being proactive.

FUNDING SOURCE:

The 2024 Tax Note

FUNDING IMPACT:

STAFF RECOMMENDATION:

Recommends approval of the contract.

STRATEGIC INITIATIVES:

Water Quality and Maintenance

ATTACHMENTS:

1. USG Water Solutions_FM188 White Tank Maintenance Contract 241203

APPROVAL/REVIEW:

Ryan Picarazzi, Interim Public Works Director

Date: January 03, 2025

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Rockport
Rockport, TX

Tank Size/Name: 1,500,000 Gallon Bolted G.S.T. - FM188 White Tank

Location: 1130 FM 188

Date Prepared: November 13, 2024

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **City of Rockport, whose business address is 2751 SH N. Bypass, Rockport, TX 78382** (hereinafter, "the Owner") and **Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069** (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,500,000** gallon water storage tank located at **1130 FM 188, Rockport, TX 78382** (hereinafter, "the Tank"). This Contract outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **an exterior renovation, interior renovation and repairs prior to the end of Contract Year 1.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the exterior of the Tank at such time as complete repainting is needed. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits

the site conditions, environment, and general location of the Tank. When exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Texas** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first (1) Annual Fee shall be **\$659,332.00** per Contract Year. The Annual Fee for Contract Year 2 shall be **\$15,854.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this Contract.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including***

antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees. In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; except for the containment used during the exterior renovation in Contract Year 1; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site; (xiv) future interior coatings, interior repairs and leaking around exterior bolt connections.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or

technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this Contract prior to remitting the first (1) Annual Fees, then the unpaid balance of the first (1) Annual Fee shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

10. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

15. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

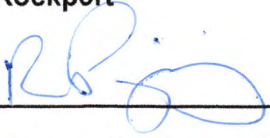
17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Rockport

By: 

Title: Assistant Director of Public Works

Print Name: Ryan Picarazzi

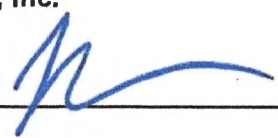
Date: 12/03/2024

Witness: Candace Brannan
Candace Brannan

Seal:

COMPANY:

Utility Service Co., Inc.

By: 

Title: Chief Operating Officer

Print Name: Jonathan Cato

Date: November 14, 2024

Witness: Lara A. Townsend

Seal:





AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of an Interlocal Cooperation Agreement between Aransas County, Texas, and the City of Rockport, Texas for Municipal Court Prosecutorial Services in the amount of Twenty-Five Thousand Dollars (\$25,000.00) each year, which is approximately Two Thousand Eighty-Three Dollars and Thirty-three cents (\$2,083.33) each month.

SUMMARY:

Consider approval of an Interlocal Agreement, I/A/O \$25,000 per year, between Aransas County and City of Rockport for Municipal Prosecutorial Services. The current contract expires 12/31/2024. Aransas County has approved this Agreement.

BACKGROUND:

Given the smaller size of the city and county, it makes sense to split/share many professional and other shared services rather than independently carry the full overhead or incur the full capital outlay. The coordination ultimately saves the taxpayers money. The current contract, I/A/O \$25,000 per year, expires 12.31.2024.

FUNDING SOURCE:

General Fund 80%, Restricted Fine Revenues 20%.

FUNDING IMPACT:

Funds are already budgeted for 2024-2025.

STAFF RECOMMENDATION:

Staff recommends approval of Interlocal Agreement,

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. 2024-12-11 ACM's Revisions to CITY EDITS to DRAFT RENEWAL - Interlocal Agreement with City of Rockport - Municipal Court Prosecution
2. 2024-12-11 ACM's Revisions to CITY EDITS to DRAFT RENEWAL - Interlocal Agreement with City of Rockport - Municipal Court Prosecution

APPROVAL/REVIEW:

Robbie Sorrell, Director

Date: December 11, 2024



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,
TEXAS, AND THE CITY OF ROCKPORT, TEXAS FOR MUNICIPAL COURT
PROSECUTION**

This Interlocal Cooperation Agreement (“Agreement”) is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between ARANSAS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter “COUNTY,” and the CITY OF ROCKPORT, a Home Rule Charter City, hereinafter “CITY,” both of which are sometimes referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the CITY does not employ an in-house City Attorney and has been contracting with County Attorney’s Office to provide services for municipal court prosecution; and,

WHEREAS, the CITY desires for the County Attorney’s Office to manage and conduct municipal court prosecution for convenience, efficiency, and to save taxpayer dollars; and,

WHEREAS, the COUNTY desires to assist the CITY with municipal court prosecution services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Public Benefit. The purpose of this Agreement is for the COUNTY, through the County Attorney’s Office, to provide municipal court prosecution services that will benefit the citizens of the COUNTY and the CITY, as this arrangement will increase convenience and efficiency along with reducing costs for the CITY. The COUNTY will benefit from the streamlining of prosecution as a large portion of the work at the County Attorney’s Office involves prosecution. Staff in the County Attorney’s Office regularly works with the same judges who serve as municipal judges, consistently interact with the same law enforcement officers, and often encounter the same defendants.

The respective governing body of each Party finds that the subject of this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform the duties described herein; that the division of cost fairly compensates the performing Party under this Agreement; and the performance of this Agreement is in the common interest of both Parties.

2. Term. This Agreement shall be in effect beginning on January 1, 2025. The term of this Agreement shall expire on December 31, 2027, unless terminated prior to that date as described herein. Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on January 1, 2028.

3. Compensation.

a. Payment. In exchange for the COUNTY'S performance of the duties below, the CITY shall compensate the COUNTY in the amount of Twenty-Five Thousand Dollars (\$25,000.00) each year, which is approximately Two Thousand Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33) each month. The CITY may choose to pay for the Work on an annual or monthly basis. If annually, the CITY shall pay the full amount due and owing for the calendar year no later than January 15th of the calendar year. If annual payment is not received by January 15th of the calendar year, it is presumed that the CITY will pay the full amount due and owing for the calendar year in monthly installments on the fifteenth (15th) day of each month.

b. Refund. If the CITY has made an annual payment for services and this Agreement is terminated, the COUNTY will refund a prorated portion of the annual payment for unearned services. If the CITY is making monthly payments and this Agreement will only be in effect for a portion of a month, the amount paid to the COUNTY will be prorated.

4. COUNTY'S Rights and Duties:

- a. Provide municipal court prosecution services (the "Work") in an ethical, timely, and efficient manner; and,
- b. Select, engage, and compensate attorneys who are licensed to practice law in the State of Texas and possess the necessary education, skills, and experience to provide municipal court prosecution services; and,
- c. Work collaboratively with the Municipal Court Clerk's office; and,
- d. Provide adequate coverage to ensure that an attorney is available for municipal court when necessary and, if a conflict does arise, to notify the Municipal Court Clerk's office as soon as possible; and,
- e. Receive timely compensation for providing such services.

5. CITY'S Rights and Duties:

- a. Ensure that CITY staff coordinates with the County Attorney's Office regarding cases, including the scheduling of hearings and trials; and,
- b. Permit the COUNTY'S attorneys in the County Attorney's Office full access to the CITY'S court information, including case files and other records, as necessary to carry out the Work; and,
- c. Be solely responsible for the operations of the municipal court; and,
- d. Remit payments for services in a timely manner; and,

e. Receive competent representation in for municipal court prosecution services.

6. Termination. Either the COUNTY or the CITY may terminate this Agreement so long as it provides at least Sixty (60) days written notice to the other Party.

7. Payments from Current Revenues and Notice of Non-Appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the Parties at the following addresses:

As to the COUNTY:

County Judge
2740 HWY 35 N
Rockport, TX 78382

As to the CITY:

City Manager
2751 S.H. 35 Bypass
Rockport, TX 78382

Each Party may change the address for notices by giving written notice to the other Party in accordance with the provisions of this paragraph.

9. No Warranty. The Parties further agree that any services provided by the COUNTY are without any warranty of any kind to the CITY or any third party, and the CITY hereby agrees that, to the extent allowed by law, it will defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims of any kind, including claims for injury or death of any person or for damage to property, arising out of the COUNTY'S performance of its duties under this Agreement.

10. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective Parties shall remain solely the employees, contractors, and agents of that respective Party.

11. Indemnification and Tort Claim Act. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and

judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

12. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

13. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Aransas County, Texas.

14. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

15. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

16. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

17. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party.

18. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

19. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

“COUNTY”

Aransas County, Texas

“CITY”

Rockport, Texas

By: _____
Judge Ray A. Garza, Date
Aransas County Judge

By: _____
Tim Jayroe Date
Mayor

ATTEST:

(seal)

ATTEST:

(seal)

Misty Kimbrough Date
Aransas County Clerk

Shelley Goodwin Date
City Secretary

This Agreement, including the responsibilities of the County Attorney’s Office set forth herein, is acknowledged and approved.

Amanda Oster, Date
Aransas County Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,
TEXAS, AND THE CITY OF ROCKPORT, TEXAS FOR MUNICIPAL COURT
PROSECUTION**

This Interlocal Cooperation Agreement (“Agreement”) is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between ARANSAS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter “COUNTY,” and the CITY OF ROCKPORT, a Home Rule Charter City, hereinafter “CITY,” both of which are sometimes referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the CITY does not employ an in-house City Attorney and has been contracting with County Attorney’s Office to provide services for municipal court prosecution; and,

WHEREAS, the CITY desires for the County Attorney’s Office to manage and conduct municipal court prosecution for convenience, efficiency, and to save taxpayer dollars; and,

WHEREAS, the COUNTY desires to assist the CITY with municipal court prosecution services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose and Public Benefit. The purpose of this Agreement is for the COUNTY, through the County Attorney’s Office, to provide municipal court prosecution services that will benefit the citizens of the COUNTY and the CITY, as this arrangement will increase convenience and efficiency along with reducing costs for the CITY. The COUNTY will benefit from the streamlining of prosecution as a large portion of the work at the County Attorney’s Office involves prosecution. Staff in the County Attorney’s Office regularly works with the same judges who serve as municipal judges, consistently interact with the same law enforcement officers, and often encounter the same defendants.

The respective governing body of each Party finds that the subject of this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform the duties described herein; that the division of cost fairly compensates the performing Party under this Agreement; and the performance of this Agreement is in the common interest of both Parties.

2. Term. This Agreement shall be in effect beginning on January 1, 2025. The term of this Agreement shall expire on December 31, 2027, unless terminated prior to that date as described herein. Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on January 1, 2028.

3. Compensation.

a. Payment. In exchange for the COUNTY'S performance of the duties below, the CITY shall compensate the COUNTY in the amount of Twenty-Five Thousand Dollars (\$25,000.00) each year, which is approximately Two Thousand Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33) each month. The CITY may choose to pay for the Work on an annual or monthly basis. If annually, the CITY shall pay the full amount due and owing for the calendar year no later than January 15th of the calendar year. If annual payment is not received by January 15th of the calendar year, it is presumed that the CITY will pay the full amount due and owing for the calendar year in monthly installments on the fifteenth (15th) day of each month.

b. Refund. If the CITY has made an annual payment for services and this Agreement is terminated, the COUNTY will refund a prorated portion of the annual payment for unearned services. If the CITY is making monthly payments and this Agreement will only be in effect for a portion of a month, the amount paid to the COUNTY will be prorated.

4. COUNTY'S Rights and Duties:

- a. Provide municipal court prosecution services (the "Work") in an ethical, timely, and efficient manner; and,
- b. Select, engage, and compensate attorneys who are licensed to practice law in the State of Texas and possess the necessary education, skills, and experience to provide municipal court prosecution services; and,
- c. Work collaboratively with the Municipal Court Clerk's office; and,
- d. Provide adequate coverage to ensure that an attorney is available for municipal court when necessary and, if a conflict does arise, to notify the Municipal Court Clerk's office as soon as possible; and,
- e. Receive timely compensation for providing such services.

5. CITY'S Rights and Duties:

- a. Ensure that CITY staff coordinates with the County Attorney's Office regarding cases, including the scheduling of hearings and trials; and,
- b. Permit the COUNTY'S attorneys in the County Attorney's Office full access to the CITY'S court information, including case files and other records, as necessary to carry out the Work; and,
- c. Be solely responsible for the operations of the municipal court; and,
- d. Remit payments for services in a timely manner; and,

e. Receive competent representation in for municipal court prosecution services.

6. Termination. Either the COUNTY or the CITY may terminate this Agreement so long as it provides at least Sixty (60) days written notice to the other Party.

7. Payments from Current Revenues and Notice of Non-Appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall endeavor to provide thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

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As to the COUNTY:

County Judge
2740 HWY 35 N
Rockport, TX 78382

As to the CITY:

City Manager
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Each Party may change the address for notices by giving written notice to the other Party in accordance with the provisions of this paragraph.

9. No Warranty. The Parties further agree that any services provided by the COUNTY are without any warranty of any kind to the CITY or any third party, and the CITY hereby agrees that, to the extent allowed by law, it will defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims of any kind, including claims for injury or death of any person or for damage to property, arising out of the COUNTY'S performance of its duties under this Agreement.

10. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective Parties shall remain solely the employees, contractors, and agents of that respective Party.

11. Indemnification and Tort Claim Act. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and

judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

12. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

13. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Aransas County, Texas.

14. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

15. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

16. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

17. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party.

18. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

19. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

“COUNTY”

Aransas County, Texas

“CITY”

Rockport, Texas

By: _____
Judge Ray A. Garza, Date
Aransas County Judge

By: _____
Tim Jayroe Date
Mayor

ATTEST:

(seal)

ATTEST:

(seal)

Misty Kimbrough Date
Aransas County Clerk

Shelley Goodwin Date
City Secretary

This Agreement, including the responsibilities of the County Attorney’s Office set forth herein, is acknowledged and approved.

Amanda Oster, Date
Aransas County Attorney



AGENDA MEMO

DEPARTMENT: Police

TO: Mayor and City Council

FROM: Nathan Anderson, Police Chief

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of an Interlocal Agreement between the City of Rockport and Rockport Fulton Independent School District for mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions pursuant to Chapter 85 and 791 of the Texas Government Code, Chapter 418 Texas Government Code (Texas Disaster Act of 1975), and Chapter 37 of the of the Texas Education Code.

SUMMARY:

The City, Chief, and District find that entering into Interlocal agreements for mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions serve a public purpose of all Parties.

BACKGROUND:

Rockport-Fulton Independent School District and the City of Rockport have long had interlocal agreements for responses to police action on the school districts

FUNDING SOURCE:

FUNDING IMPACT:

Nothing in this Agreement shall be construed as Each entity is responsible for any impact of making either Party responsible for the payment funding on their respective agencies. of compensation and/or any benefits, including health, property, motor vehicle, or workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees and/or equipment. Nothing contained in this Agreement shall be construed as making the Requesting Party responsible for wages, materials, logistical support, equipment, or related travel expenses incurred by the Responding Party.

STAFF RECOMMENDATION:

Staff recommends the approval of this Interlocal Agreement between the Rockport-Fulton

Independent School District and the City of Rockport.

STRATEGIC INITIATIVES:

This Interlocal Agreement will benefit both organizations in a mutual response to emergencies, in regard to police services.

ATTACHMENTS:

1. RFISD MOU

APPROVAL/REVIEW:

Nathan Anderson, Police Chief

Date: January 06, 2025



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF ARANSAS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Rockport, Texas (the "City"), acting by and through the Rockport City Council, the City of Rockport Police Chief (the "Chief"), and the Rockport-Fulton Independent School District (the "District"), acting by and through its governing body, the Rockport-Fulton Independent School District Board of Trustees, collectively hereinafter sometimes referred to as "Party" or "Parties." This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the "Texas Interlocal Cooperation Act"), Chapter 418 of the Texas Government Code (the "Texas Disaster Act of 1975"), Chapter 85 of the Texas Local Government Code, and Chapter 37 of the Texas Education Code to the extent they apply to this Agreement.

RECITALS:

WHEREAS, the Rockport-Fulton Independent School District Police Department ("RFISDPD") is a subdivision of the Rockport-Fulton Independent School District and has the primary responsibility for law enforcement on all District property.

WHEREAS, the Parties hereto recognize the vulnerability of the people, communities, and schools located within the District and the City to damages, injuries, and loss of life and property resulting from natural or man-made catastrophes, riots, or hostile military or paramilitary actions, and other emergencies.

WHEREAS, the full and effective utilization of the resources available to the City and the District are necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disaster.

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities such as the City and the District. Such Chapter also authorizes such entities to enter into Interlocal agreements for emergency assistance; governmental functions and services, including police protection and detention services; public health and welfare; planning; administrative functions; and other governmental functions in which the contracting entities are mutually interested.

WHEREAS, Chapter 418 of the Texas Government Code provides that political subdivisions may render aid to other subdivisions under mutual aid agreements.

WHEREAS, Chapter 37 of the Texas Education Code, amongst other things, provides for the employment of security personnel and the commissioning of peace officers to carry out the purposes of law and order on school district property; authorizes powers, privileges, and immunities of peace officers in the peace officer's jurisdiction to enforce all laws, including municipal ordinances, county ordinances, and state laws for the safety and welfare of any person in the jurisdiction of the peace officer and the property of the school district; and applies the criminal laws of the State to all areas under the control and jurisdiction of the board of trustees of any school district and authorizes the adoption of rules for the safety and welfare of students, employees, and property necessary to carry out the governance of the school district.

WHEREAS, the City, Chief, and District find that entering into Interlocal agreements for mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions serve a public purpose of all Parties.

NOW, THEREFORE, the City, Chief, and District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. It shall be the duty of each Party to formulate plans and programs that incorporate the use of available resources, including personnel, equipment, buildings, and supplies necessary to provide mutual aid, emergency assistance, governmental functions, police protection, public health and welfare, planning, administrative functions, and other governmental functions. Such policies, if formally adopted by the governing authorities of the Party, are made part of this Agreement and incorporated herein by reference.
2. This Agreement shall apply to the dispatch of requests for service responses by either or both Parties, including a dispatch for emergency services in response to a disaster as that term is defined in Section 418.004 of the Texas Government Code, and in response to actual and imminent incidents that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in larger numbers than are locally available, in order to reduce, counteract, or remove the danger caused by the incident.
3. This Agreement includes the provision of materials, supplies, equipment, and other forms of aid by and between the Parties, including the staffing and equipping of emergency operations, incident command coordination, and participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster.
4. In carrying out assistance plans and programs, the Parties shall, insofar as possible, provide and follow uniform standards, practices, rules and regulations, including, but not limited to, the following:
 - a. Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;

- b. Shutting off water mains, gas mains, and electric power connections and the suspension of all other utility services;
 - c. Selection of all materials, equipment, or buildings used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used by either Party hereto;
 - d. The conduct of civilians and the movement and cessation of movement of pedestrian and vehicular traffic prior to, during, and subsequent to exercises or disasters;
 - e. The safety of public meetings or gatherings; and
 - f. Use of motor vehicles, including buses.
5. Either Party, when requested to provide mutual aid or assistance, may take such action as is necessary to provide and make available the resources covered by this Agreement; provided, however, the Party rendering aid (the “**Responding Party**”) to the Party receiving assistance (the “**Requesting Party**”) may withhold resources to the extent the Responding Party deems necessary.
6. When a request for assistance is received, administrative personnel, employees, law enforcement, fire, emergency response personnel, and other resources shall be subject to the command and control of their respective agencies. However, the respective agencies shall coordinate their responses and resources through the authorities of the Requesting Party. Any request for aid shall specify the amount and type of resources requested. However, the Responding Party shall determine the specific resources furnished. The personnel and resources deployed by the Responding Party shall report to the officer in charge of the incident and report through the incident chain of command. The Responding Party shall be released by the Requesting Party when the reserves of the Responding Party are no longer required or when the resources are needed within the Responding Party’s normal service area.
7. Each request for assistance shall be made through the person designated by the Requesting Party. In the event of rapidly developing emergencies occurring within the jurisdiction of the Requesting Party and near the Requesting Party’s boundary, the Responding Party’s law enforcement and/or emergency responders will respond as they are able, without the prior request of the Requesting Party, as provided by applicable law. The Responding Party’s emergency response units will establish control of the scene. The Responding Party and staff representing other governmental entities requested to provide mutual assistance will provide assistance and resources as available in accordance with the existing emergency management plans and programs. The Responding Party’s resources will remain on the scene as needed.
8. Nothing in this Agreement shall be construed as making either Party responsible for the

payment of compensation and/or any benefits, including health, property, motor vehicle, or workers' compensation, disability, death, and/or dismemberment insurance for the other Party's employees and/or equipment. Nothing contained in this Agreement shall be construed as making the Requesting Party responsible for wages, materials, logistical support, equipment, or related travel expenses incurred by the Responding Party.

9. The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder. Neither Party shall have any liability for failure to expend funds to provide aid hereunder. Each Party understands and agrees that both Parties have certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement, irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.
10. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no provision in this Agreement shall prohibit either Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.
11. Pursuant to Section 421.062 of the Texas Government Code, the Responding Party is not responsible for any civil liability that arises from any act or omission made within the course and scope of its functions to provide a service under this Agreement that is related to a Homeland Security activity. The Parties understand and agree that the Requesting Party does not assume civil liability under any theory of law for the actions of the Responding Party in providing services hereunder. The Requesting Party is not responsible for damage to equipment or injury to any person or for the actions of the Responding Party. All property damaged or destroyed is the financial responsibility of the owner and may be recovered through insurance acquired by the owner or through any other resources available to the owner.
12. Term. This Agreement shall continue in full force and effect and remain binding on each Party until such time as the governing body of City or the District terminates this Agreement. The Parties mutually agree that the Party requesting termination shall notify the other Party at least thirty (30) days prior to any action taken to terminate this Agreement by either Party.
13. Appointment of Authorized Persons. The Parties shall each appoint authorized people or persons to take all steps necessary for the implementation of this Agreement.

CITY: **City of Rockport Police Chief Nathan Anderson**

DISTRICT: _____

14. Notice. Any notice required to be given under this Agreement shall be in writing and shall

be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below:

CITY:

**Chief Nathan Anderson
714 E. Concho Street
Rockport, Texas 78382
Phone: (361) 729-1100**

DISTRICT:

Rockport Fulton SD
619 N Live Oak
Rockport TX 78382
361-790-2242

15. Either Party may designate a different address by giving the other Party ten (10) days written notice.
16. Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
17. Severability. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas and no consideration shall be given to choice of law rules. Venue shall be proper in the District Court of Aransas County, along with appropriate appellate courts, or, if it has or can acquire jurisdiction, the Southern Texas District of the United States District Courts.
19. Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and each Party may enter into other similar agreements, provided, however, that any other agreement be reconciled with the terms of this Agreement.

20. Binding Agreement. When this Agreement is signed and delivered by the Parties, which may be executed in counterparts, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

21. Amendments. This Agreement may not be changed or amended, in whole or in part, except in writing, signed by all Parties.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Rockport-Fulton Independent School District by a duly authorized representative of the Board of Trustees and on behalf of the City of Rockport, Texas, by an authorized representative of the City.

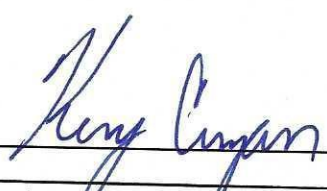
ATTEST:

Timothy Jayroe
Mayor, City of Rockport

Date

Nathan Anderson
Chief of Police, City of Rockport

Date



Rockport-Fulton Independent School District

12/19/24

Date



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of an Engagement Letter with McCall, Parkhurst & Horton L.L.P. for legal services agreement, to provide services as Bond Counsel to the City in connection with the issuance of bonds, certificates of obligation, tax notes, public property finance contractual obligations or other obligations (hereinafter generally referred to as "Obligations") to finance various improvements by the City, the defeasance and redemption of Obligations, and other matters related and incidental thereto.

SUMMARY:

The City needs to have an Engagement Letter in place with McCall Parkhurst & Horton for Bond Counsel services.

BACKGROUND:

Founded in Dallas in 1919, McCall, Parkhurst & Horton L.L.P. (McCall) has dedicated its practice solely to public finance. With attorneys practicing solely in public finance and offices in Dallas, Austin, San Antonio, and Houston, the firm serves as bond counsel for a diverse group of public securities issuers.

McCall Parkhurst & Horton has worked closely with the City's Financial Advisor, Robert Henderson. McCall Parkhurst handled the last \$1M Tax note issuance and was very helpful in walking the city through the various steps involved.

FUNDING SOURCE:

Issuance Fees will be paid out of any bond proceeds released.

FUNDING IMPACT:

Fees would reduce the amount of bond funds received.

STAFF RECOMMENDATION:

Staff recommends approval of the engagement agreement.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Engagement Letter - 12-4-24 (003)

APPROVAL/REVIEW:

A handwritten signature in blue ink, appearing to read "Shelley Goodwin".

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

January 14, 2025

Lowell Timothy "Tim" Jayroe
Mayor
City of Rockport
2751 SH 35 Bypass
Rockport, Texas 78382

Re: Bond Counsel Representation

Dear Mayor:

On behalf of McCall, Parkhurst & Horton L.L.P. ("**McCall**"), we are pleased to submit this letter which will outline our legal services agreement, to provide services as Bond Counsel to the City in connection with the issuance of bonds, certificates of obligation, tax notes, public property finance contractual obligations or other obligations (hereinafter generally referred to as "**Obligations**") to finance various improvements by the City, the defeasance and redemption of Obligations, and other matters related and incidental thereto.

SCOPE OF ENGAGEMENT

In connection with the issuance of a series of Obligations, McCall will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, delivery, defeasance, and redemption of the Obligations, including the following as they apply:

1. Provide preliminary legal advice concerning financing structures, bond election matters, and other legal matters related to public finance.
2. Prepare all necessary instruments relating to a bond election, if required by law to be held in connection with a series of Obligations.
3. Prepare all instruments pursuant to which the Obligations will be authorized, secured, sold, and delivered in consultation with the City's staff, the City Council, the City's Financial Advisor, and other officials and consultants of the City.
4. Attend meetings of the City Council and meetings with the City's staff to the extent required or requested.



5. Attend meetings and/or conference calls with the representatives of the City and meetings and/or conference calls with the underwriters, rating agencies or bond insurers relating to the Obligations to the extent requested or required.
6. Cooperate with the City and its consultants in the preparation of an Official Statement or other offering materials, including review of the information therein describing the Obligations, the security therefor, and the federal income tax status thereof.
7. Submit the documents related to the issuance of the Obligations to the Attorney General of the State of Texas for approval and obtaining the registration of the Obligations by the Comptroller of Public Accounts of the State of Texas, as required by law.
8. Supervise the printing, execution, and delivery of the Obligations to the initial purchasers thereof, or coordinate the preparation of initial Obligations to be delivered to the Depository Trust Company ("*DTC*") in connection with DTC's book-entry-only system at the request of the City.
9. When so delivered, render an opinion regarding the validity of the Obligations under Texas law (which will be provided by each of our law firms) and the tax exempt status of the interest thereon under federal income tax laws (which will be provided only by McCall).
10. Provide post-issuance advice, as may be requested by the City, concerning such subjects as arbitrage and rebate matters relating to the Obligations and the application of Obligation proceeds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the City in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Legal Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Obligations. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.



CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. Our firm also represents the TWDB in the capacity as Bond Counsel. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations and/or Principal Forgiveness so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations and/or Principal Forgiveness. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the City that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the City regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Obligations, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Legal Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the City that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the City. The City should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the City acknowledges



receipt of this information, and evidences its understanding of the limitations of our role to the City as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

FEES

To perform the services outlined above, as Bond Counsel (except as noted in the following paragraph) the legal services fees will equal to \$6,500 plus 1/10th of 1% of the principal amount plus original issue premium, if any, of a series of Obligations issued by the City, whether the Obligations are sold through a negotiated underwriting, competitive sale, or private placement. By way of example, if the City issues obligations that result in par plus premium of \$20,000,000, then our Bond Counsel fee would be \$26,500. In addition, in connection with the issuance of Obligations that require the approval of the City's voters, we charge an additional one-time fee (payable upon the delivery of the first series of Obligations approved at an election) for preparing the election documents related to the issuance of the Obligations. Such fee is to be negotiated based on the nature and complexity of the election, but not expected to exceed \$25,000.

If Obligations issued by the City are purchased by the Texas Water Development Board, the United States Department of Agriculture (USDA), or another state or federal agency, we will charge a fee equal to \$15,000 for first \$1,000,000 in principal amount, 1/2 of 1% of the principal amount of the Obligations for next \$4,000,000, and 1/5th of 1% of the principal amount of the Obligations for amounts over \$5,000,000, subject to a minimum fee of \$20,000 for transactions under \$1,000,000, and a minimum fee of \$25,000 for transactions over \$1,000,000. For obligations involving the U.S. Department of Housing and Urban Development, we charge a fee equal to \$15,000 plus 1% of the principal amount of the Obligations, subject to a minimum fee of \$30,000.

For cash defeasances of outstanding obligations, a fixed fee of \$5,000, with an additional fixed fee of \$7,500 for defeasance escrows funded with open market escrows.

Bond Counsel will be reimbursed for reasonable out-of-pocket expenses (i.e., costs for photocopies, telecopies, long distance telephone, overnight courier and delivery services, transcript binding, and publication of required notices, if any) related to the issuance of a series of Obligations incurred by either, which generally do not exceed \$3,000 (plus fees and expenses of a third party translator we use to translate any election documents into Spanish, if applicable, and publication of required notices, if any). In addition, state law requires the City to pay a nonrefundable examination fee to the Attorney General in connection with the issuance of a series of Obligations (see Section 1202.004, Texas Government Code, as amended) equal to 1/10th of 1% of the principal amount of the Obligations, subject to a minimum fee of \$750 and a maximum fee of \$9,500. At the appropriate time the City will provide a check payable to the Attorney General for such amount, but in the event that McCall pays such statutory filing fee on the City's behalf (which is our normal practice), we will request to be reimbursed for such payment. In any event, the City will be able to reimburse itself with proceeds of the Obligations for such payment to the Attorney General.



Our fees and charges include all advice necessary or incidental to the planning, structuring, and issuance of a series of Obligations, as well as expenditure of obligation proceeds and advice and assistance regarding post-closing matters (such as continuing disclosure and federal tax law compliance). Assistance in response to an Internal Revenue Service audit, requiring amendments to existing Obligation documents, or otherwise outside the scope of the matters explicitly outlined in this section are not included in these post-issuance services and will be subject to a subsequent engagement agreement negotiated between the District and our firm. In addition, fees for novel or irregular financings, such as lease-purchase or State or federal government subsidized financings, shall be subject to separate fee agreements, negotiated between our firm and the District at the time of commencement of any such financing.

RECORDS

At your request, papers and property furnished by you will be returned promptly. All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, reports, information and other data given to, prepared or assembled by us in furtherance of work performed on behalf of the City, and any other related documents or items, shall become the sole property of the City and shall be delivered to the City upon request without restriction on future use. We may make copies of any and all documents for our files, at our sole cost and expenses.

MISCELLANEOUS DISCLOSURES

The Firm represents and warrants, for purposes of Chapter 2271 of the Texas Government Code, that at the time of execution and delivery of this Engagement Letter, neither the Firm, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, boycotts Israel and will not boycott Israel during the term of this Engagement Letter. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Firm understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

The Firm represents that, neither the Firm, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following page of such officer's internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code.



The Firm understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Pursuant to Section 2274.002, Texas Government Code, as amended, the Firm hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Indenture against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. The Firm understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Pursuant to Section 2276.002, Texas Government Code, as amended, the Firm hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies through the term of this Engagement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Firm understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

Pursuant to the All Bond Counsel Letter of the Office of the Attorney General dated November 1, 2023, the Firm hereby verifies that, notwithstanding anything contained



herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

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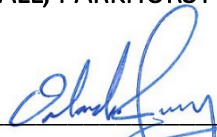


ACCEPTANCE

If the foregoing terms of this engagement letter are acceptable to the City, please indicate the City's acceptance and agreement by having an authorized officer sign and date in the space provided below, returning an executed copy to our attention, and retaining the original for your files. We look forward to working with you.

Cordially yours,

McCALL, PARKHURST & HORTON L.L.P.



By: Orlando "Jay" Juarez, Jr.
Partner

Accepted and Agreed to:

CITY OF ROCKPORT, TEXAS

By: _____

Title: Mayor

Date: _____



AGENDA MEMO

DEPARTMENT: Building & Development

TO: City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District).

- i. Hold a public hearing to receive comments for or against the request
 - ii. Consider the approval on first of two reading for Ordinance 1961 amending the official zoning map as request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as lot 122 Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision being 10.0972 acres, to PUD (Planned Unit Development) currently zoned B-1 (General Business District); repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.
-

SUMMARY:

The City received a request for a PUD for property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres.

BACKGROUND:

Property owner, Don Buttrum, wishes to rezone the property located at 2101, 2111, and 2121 FM 3036 to PUD (Planned Unit Development) in order to plat the Oasis cottages on individual lots and develop an event center with covered boat/RV storage in the rear of the lot. HOA Documents for the Oasis are included in the packet.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, December 19, 2024, edition and mailed out to twenty-three (23) property owners within a 200-foot radius of the property.

No letters For or Against the request have been received at this time. Please see the accompanying zoning change request application and Section 118-19 of the Code of Ordinances for detail information

FUNDING SOURCE:

0

FUNDING IMPACT:

0

STAFF RECOMMENDATION:

Staff recommends approval on first reading for the request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District).

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. 4. PACKET - Action Item - The Oasis
2. 1961 PUD

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: January 08, 2025



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

PLANNING & ZONING COMMISSION AGENDA
Regular Meeting: Monday, January 6, 2025

AGENDA ITEM: 4

Deliberate and act on a request to consider the request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District).

SUBMITTED BY: Director Bldg & Development / Community Planner - Carey Dietrich

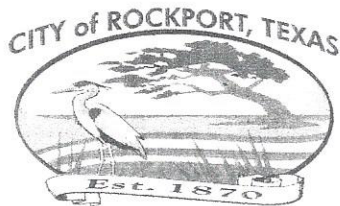
BACKGROUND: Property owner, Don Buttrum, wishes to rezone the property located at 2101, 2111, and 2121 FM 3036 to PUD (Planned Unit Development) in order to plat the Oasis cottages on individual lots and develop an event center with covered boat/RV storage in the rear of the lot. HOA Documents for the Oasis are included in the packet.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, December 19, 2024 edition and mailed out to twenty three (23) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

Please see the accompanying zoning change request application and Section 118-19 of the Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of the request to rezone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District).



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

INSTRUCTION: Please fill out completely. If more space is needed, attach additional pages. Please print or use typewriter.

A. REQUESTING: Rezoning [] Conditional Permit []

Planned Unit Development (P.U.D.) by Conditional Permit [X]

B. ADDRESS AND LOCATION OF PROPERTY 2101, 2111, 2121
FM 3036 Rockport, Texas 78382

C. CURRENT ZONING OF PROPERTY: _____

D. PRESENT USE OF PROPERTY: Cottage Rental Community, storage

E. ZONING DISTRICT REQUESTED: _____

F. CONDITIONAL USE REQUESTED: _____

G. LEGAL DESCRIPTION: (Fill in the one that applies)

• Lot or Tract 1 Block 1

• Tract _____ of the _____
Survey as per metes and bounds (field notes attached)

• If other, attach copy of survey or legal description from the Records of
Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) _____
The Oasis Rockport

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 10.0972ggv

J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)

PUD - We would like to replat a section of property to be
Individual residential lots and create an outdoor venue

K. OWNER'S NAME: (Please print) Donald Buttrum
ADDRESS: 109 Long Reach Loop
CITY, STATE, ZIP CODE: Rockport, Texas 78382
PHONE NO 623.251.9432

L. REPRESENTATIVE: (If Other Than Owner) Kathaleen Lookadoo
ADDRESS: 8210 IH 35 N
CITY, STATE, ZIP CODE: New Braunfels Texas 78382
PHONE NO 979.777.1377

NOTE: Do you have property owner's permission for this request?
YES X NO _____

M. FILING FEE:

REZONING	\$150.00 + \$10.00 PER ACRE
PLANNED UNIT DEVELOPMENT	\$200.00 + \$10.00 PER ACRE
P.U.D. REVISION	\$200.00 + \$10.00 PER ACRE
CONDITIONAL PERMIT	\$150.00 + \$10.00 PER ACRE

(Make check payable to the City of Rockport)

- Submit application and filing fee to the Department of Building & Development, City of Rockport; 2751 S.H. 35 Bypass, Rockport, Texas 78382.

Signed: 
(Owner or Representative)

(FOR CITY USE)

Received by: _____ Date: _____ Fees Paid: \$ _____

Submitted Information (____ accepted) (____ rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____

STORAGE & EVENT SPACE LEGEND

**TOTAL SQ. FTG. OF DRIVE,
EVENT & BOAT PARKING - 52,845 SQ. FT.**

S 79°50'37" E

200.0'

FND. 5/8"
STEEL REBAR

FND. 5/8"
STEEL REBAR

550.0'

550.0'

OPTIONAL SLIDING GATE
FROM ADJACENT PROPERTY

LOT 1, BLOCK 1, THE OASIS
VOL. 7, PG. 179, P.R.A.C.T.

1.262 ACRES OUT OF OUTLOT 123, FULTON OUTLOTS
VOL. "E", PGS. 540-541, D.R.A.C.T.
WILLIAM & STACY LOOSEMORE (CF#352009, O.P.R.A.C.T.)

N 10°08'00" E

S 10°08'00" W

**FND. 5/8" —
STEEL REBAR**

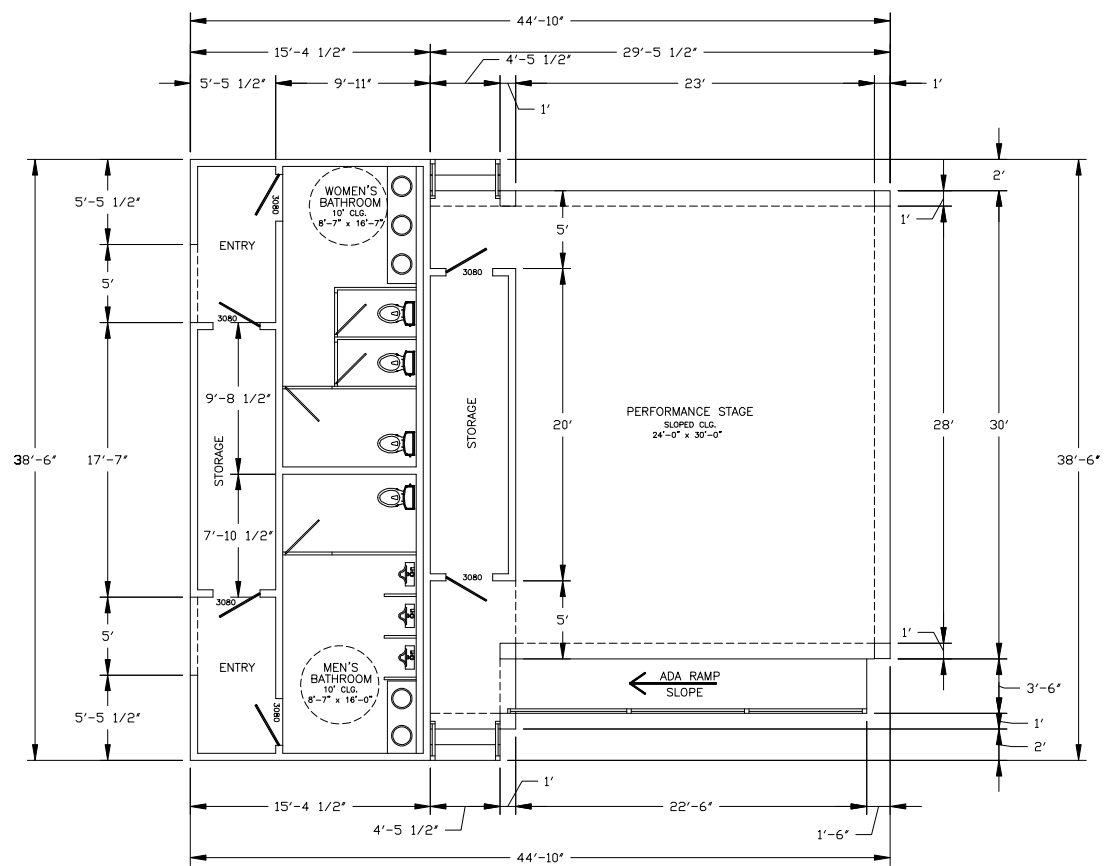
FND. 5/8"
STEEL REBAR

N 79°50'37" W

200.0'

Edge of Pavement

CL FM ROAD 3036
150' R.O.W.



PERFORMANCE STAGE/BATHROOM PLAN

**CERTIFICATE OF FORMATION
OF
THE OASIS ROCKPORT RESIDENTIAL COMMUNITY, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is: The Oasis Rockport Residential Community, Inc. (hereinafter called the "**Association**").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
INITIAL MAILING ADDRESS**

The initial mailing address of the Association for the purpose of receiving state franchise tax correspondence is c/o Winstead PC, 600 W. 5th Street, Suite 900, Austin, TX 78701, Attn.: Mark D. Grobmyer.

**ARTICLE IV
DURATION**

The Association shall exist perpetually.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Declaration of Covenants, Conditions, and Restrictions for The Oasis Rockport, recorded in the Official Public Records of Aransas County, Texas, as the same may be amended from time to time (the "**Declaration**"), the Bylaws, or Applicable Law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings: (i) in the name of any Member or Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 12.1 of the Declaration, relating to the design or construction of Improvements on a Lot (whether one or more); and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XV* to the contrary, any proposed amendment to the provisions of this *Article V* shall be adopted only upon an affirmative vote of Members holding one hundred percent (100%) of the total number of votes of the Association and the Declarant.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Declaration.

ARTICLE VI REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 600 W. 5th Street, Suite 900, Austin, TX 78701. The name of its initial registered agent at such address is Mark D. Grobmyer.

ARTICLE VII MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VIII VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE IX
INCORPORATOR**

The name and street address of the incorporator is:

NAME	ADDRESS
Mark D. Grobmyer	600 W. 5th Street, Suite 900 Austin, TX 78701

**ARTICLE X
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association but shall not be less than three (3) or greater than five (5) in number. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
Donald Buttrum	8081 Old Bastrop Road New Braunfels, Texas 78130
Kathaleen Lookadoo	8081 Old Bastrop Road New Braunfels, Texas 78130
Roberta Buttrum	8081 Old Bastrop Road New Braunfels, Texas 78130

All of the powers and prerogatives of the Association shall be exercised by the Board of Directors named above until their successors are elected or appointed in accordance with the Declaration.

**ARTICLE XI
LIMITATION OF DIRECTOR LIABILITY**

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this *Article XI* shall be prospective only, and shall not adversely affect any limitation of the

personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XII INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 4.7 of the Declaration.

ARTICLE XIII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIV ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this *Article XIV*. Consents obtained pursuant to this *Article XIV* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all

Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE XV
AMENDMENT**

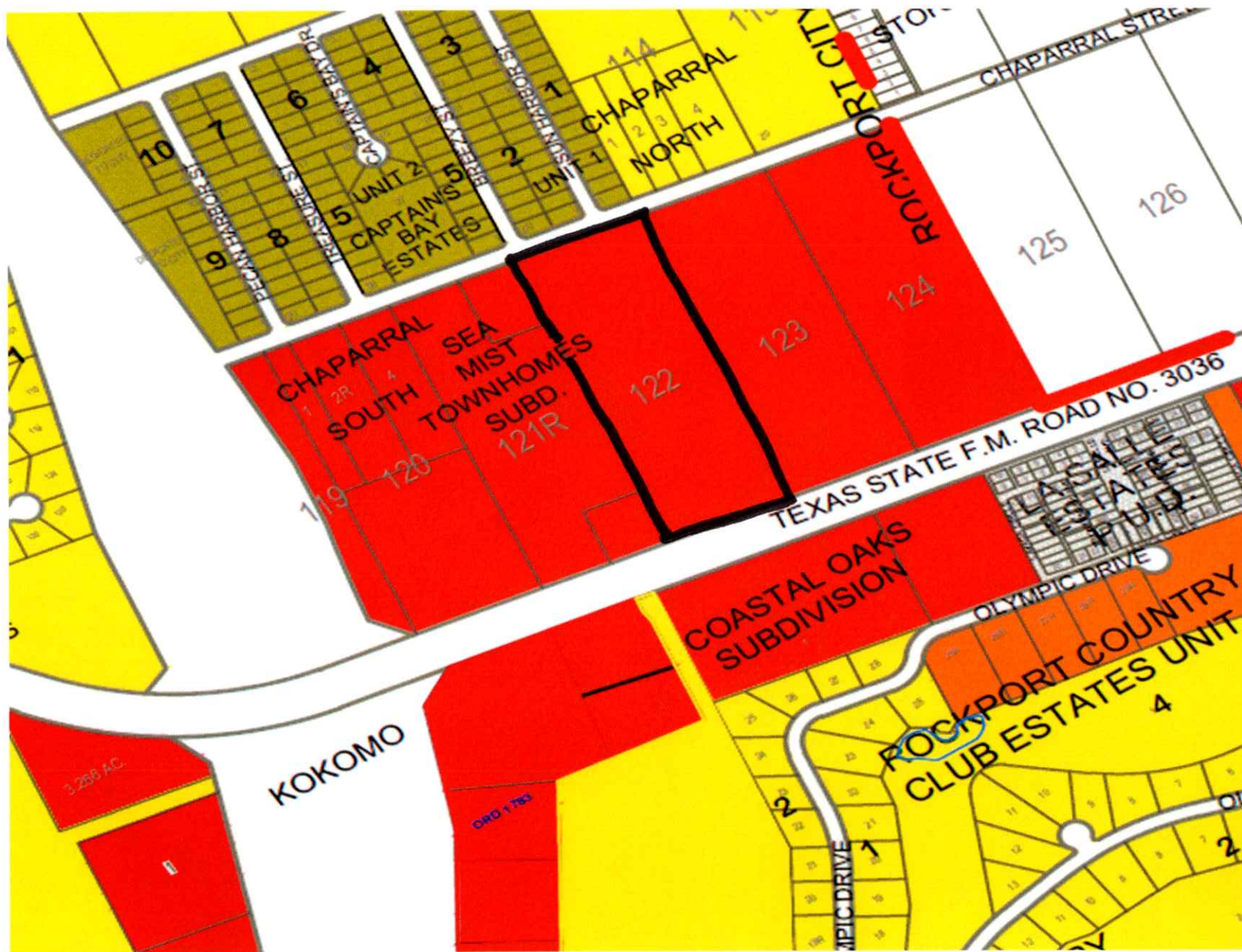
Except as otherwise provided by the terms and provisions of *Article V* of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this _____ day of _____, 20____.

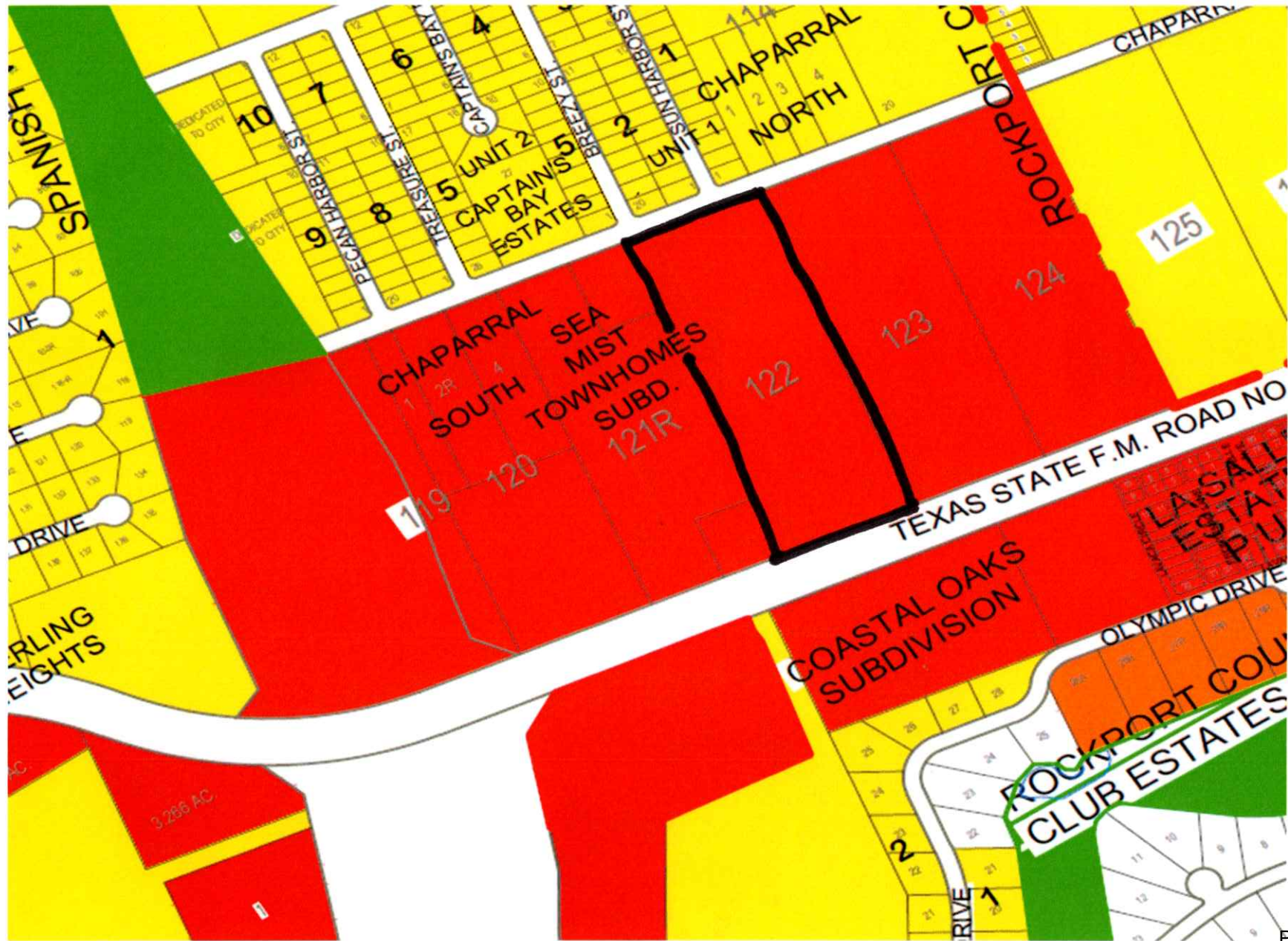
Mark D. Grobmyer, Incorporator

<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
19816	The Oasis Resort of Rockport Inc	2121 FM 3036	2121 FM 3036	Rockport	TX	78382
61384	Don Buttrum	2101 FM 3036	8210 N IH 35 #105	New Braunfels	TX	78130
61381	Don Buttrum	2111 FM 3036	8210 N IH 35 #105	New Braunfels	TX	78130
67010	Samantha & Alvin Goyap	103 Breezy St	103 Breezy St	Rockport	TX	78382
67009	Virginia & Paul Lief	101 Breezy St	101 Breezy St	Rockport	TX	78382
66988	Christopher Mace	106 Breezy St	106 Breezy St	Rockport	TX	78382
66989	Kent & Michelle Fry	104 Breezy St	15929 Punta Bonaire Dr	Corpus Christi	TX	78418
66990	Lucas & Stephanie Seidel	102 Breezy St	102 Breezy St	Rockport	TX	78382
66175	Allan & Jaime Blackburn	105 Sun Harbor St	105 Sun Harbor St	Rockport	TX	78382
66174	Sandra Jay	103 Sun Harbor St	103 Sun Harbor St	Rockport	TX	78382
66173	Phillip Shaver	101 Sun Harbor St	101 Sun Harbor St	Rockport	TX	78382
66158	Ronnie & Sheryl Cavazos	106 Sun Harbor St	287 Abrego Lake Dr	Floresville	TX	78114
66157	Thomas & Susana Potter	104 Sun Harbor St	104 Sun Harbor St	Rockport	TX	78382
66156	David & Lorraine Cameron	102 Sun Harbor St	102 Sun Harbor St	Rockport	TX	78382
70737	Priya Management Lp	2001 - 2027 Chaparral St	1075 N Fulton Beach Rd	Rockport	TX	78382
70608	Priya Management Lp	2002 Chaparral St	102 Falcon Ridge Rd	Scotts Valley	CA	95066
62014	David White	2007 FM 3036	P O Box 40	Freer	TX	78357
52079	Stacy & William Loosemoore	2021 FM 3036	2021 FM 3036	Rockport	TX	78382
35403	Coastal Oaks Church	2002 FM 3036	2002 FM 3036	Rockport	TX	78382
19813	Penelope Auvinen	2207 FM 3036	2207 FM 3036	Rockport	TX	78382
49219	KTAB Family LLC	2211 FM 3036	1329 E Lark St	Springfield	MO	65804
49218	Vince Fearheiley	2208 Chaparral St	609 E Main St	Rockport	TX	78382
62015	Kirtikumar Patel	2001 FM 3036	314 Riverside Ave #109	Santa Cruz	CA	95060
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	Po Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	Tx	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	Tx	78382

2101 , 2111, 2121 FM 3036 – Zoning Map



2101 , 2111, 2121 FM 3036 – Future Land Use Map



ORDINANCE NO. 1961

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS REQUEST TO REZONE THE PROPERTY LOCATED AT 2101, 2111, 2121 FM 3036; ALSO KNOWN AS LOT 122 FULTON OUTLOTS AND LOT 1, BLOCK 1, THE OASIS SUBDIVISION BEING 10.0972 ACRES, TO PUD (PLANNED UNIT DEVELOPMENT) CURRENTLY ZONED B-1 (GENERAL BUSINESS DISTRICT); REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS** a request to re-zone property was received in the office of the Building Department, Rockport, Texas; and
- WHEREAS,** On December 20, 2024, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and on the City's webpage www.cityofrockport.com; and
- WHEREAS,** on December 19, 2024, notice was mailed to affected property owners within 200' of subject property; and
- WHEREAS,** on December 19, 2024, the City caused to be published "Notice of Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and
- WHEREAS,** on January 6, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing, and on January 14, 2025, at 6:30 p.m., the Rockport City Council did hold a Public Hearing; and
- WHEREAS,** on January 6, 2025, the Planning & Zoning Commission did meet and said Commission voted to recommend to the City Council to approve this request to re-zone the property located at 2101, 2111, 2121 FM 3036; also known as Lot 122, Fulton Outlots and Lot 1, Block 1, The Oasis Subdivision, being 10.0972 acres, to PUD (Planned Unit Development), currently zoned B-1 (General Business District)

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

SECTION 1 – AMENDMENT

That, pursuant to the City of Rockport Zoning Code, the current zoning of land located at 2101, 2111, 2121 FM 3036; also known as Lot 122 Fulton Outlots and Lot 1, Block 1, the Oasis Subdivision being 10.0972 acres, to PUD (Planned Unit Development) currently zoned B-1 (General Business District)

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

It is the intention of the City Council of the City of Rockport that if any phrase, sentence, section, or paragraph of this ordinance shall be declared unconstitutional or otherwise invalid by final judgment of a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the day of , 2025

APPROVED, PASSED and ADOPTED on second and final reading, this day of , 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: January 14, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on first of two readings on Ordinance 1960 to amend Ordinance 1944 amending the Convention and Visitor Bureau Board by adding an ex-officio position for Aransas County Navigation District member.

SUMMARY:

The Convention and Visitor Board of Directors currently has three (3) ex-officio positions, and the Board has requested to add the Aransas County Navigation District member to the Board.

BACKGROUND:

This ex-officio position will not have voting rights but will be able to provide input. The Board of Directors feel this is an opportunity to receive valuable input.

FUNDING SOURCE:

0

FUNDING IMPACT:

0

STAFF RECOMMENDATION:

Approve on first of two readings.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. 1960 Ordinance adding 1 CVB

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

ORDINANCE NO. 1960

AN ORDINANCE AMENDING ORDINANCE NO. 1944 TO ADD AN EX-OFFICIO SEAT ON THE CONVENTION AND VISITOR BUREAU BOARD OF DIRECTORS.

WHEREAS, Ordinance 1944 established the Convention and Visitors Bureau (CVB) Board of Directors for the City; and

WHEREAS, the City Council recognizes the value of enhancing the diversity of perspectives represented on the CVB Board of Directors in order to promote effective decision-making and coordination between departments and stakeholders; and

WHEREAS, the City Council deems it appropriate to add an ex-officio, non-voting seat on the CVB Board of Directors to ensure that additional expertise and insight is available for the Board's deliberations and decisions.

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

Section 1. The City Council hereby amends Ordinance No. 1944 to add an ex-officio seat on the Convention and Visitor Bureau Board of Directors.

Section 2. The ex-officio member shall be a representative from the Aransas County Navigation District or another City-appointed official and shall serve in a non-voting capacity.

Section 3. The ex-officio member will have all the privileges and rights of a regular board member, except the right to vote on matters before the CVB Board of Directors.

Section 4. The ex-officio member shall be confirmed by the City Council and shall serve a term concurrent with the term of the appointing authority or as otherwise designated by the City Council.

Section 5. All other provisions of Ordinance No. 1944 not in conflict with this amendment shall remain in full force and effect.

Section 6. This Ordinance shall take effect immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS.

Approved on first reading on the ___ day of January 2025.

Approved on second and final reading on the ___ day of January 2025.

Timothy Jayroe
Mayor

Shelley Goodwin
City Secretary



AGENDA MEMO

DEPARTMENT: Building & Development

TO: City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: January 14, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on second and final reading for Ordinance 1959 amending the Official Zoning Map as stipulated under Article 4.1 of the City of Rockport Zoning Ordinance Number 1027 by changing the zoning of land from B-1 (General Business District); for property located at 317 E Liberty; also known as lot 2-A, Kimmons Acres Subdivision; to R-1 (1st Single Family Dwelling District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

Property owner Selarith Pich wishes to rezone the property located at 317 E Liberty to R1 (1st Single Family Dwelling District) in order to build a single family dwelling for himself and his family. Mr. Pich states he was informed by the ACAD that he would be taxed as commercial since the Lot is zoned Commercial.

BACKGROUND:

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 14, 2024 edition and mailed out to eighteen (18) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Planning & Zoning Commission by unanimous vote recommends approval of a request to rezone the property located at 317 E Liberty; also known as Lot 2-A, Kimmons Acres Subdivision, to R-1 (1st Single Family Dwelling District), currently zoned B-1 (General Business District).

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Packet - Action Item 317 E Liberty

2. Ordinance - 317 E Liberty

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: January 08, 2025



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

PLANNING & ZONING COMMISSION AGENDA
Regular Meeting: Monday, December 2, 2024

AGENDA ITEM: 6

Deliberate and act on a request to rezone the property located at 317 E Liberty; also known as Lot 2-A, Kimmons Acres Subdivision, to R-1 (1st Single Family Dwelling District), currently zoned B-1 (General Business District).

SUBMITTED BY: Director Bldg & Development / Community Planner - Carey Dietrich

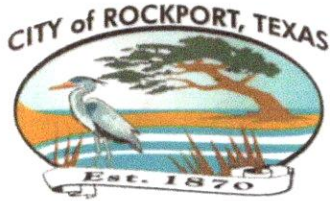
BACKGROUND: Property owner Selarith Pich wishes to rezone the property located at 317 E Liberty to R1 (1st Single Family Dwelling District) in order to build a single family dwelling for himself and his family. Mr. Pich states he was informed by the ACAD that he would be taxed as commercial since the Lot is zoned Commercial.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, November 14, 2024 edition and mailed out to eighteen (18) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

Please see the accompanying zoning change request application and Section 118-6 of the Code of Ordinances for detail information.

FISCAL ANALYSIS: N/A

RECOMMENDATION: Staff recommends approval of a request to rezone the property located at 317 E Liberty; also known as Lot 2-A, Kimmons Acres Subdivision, to R-1 (1st Single Family Dwelling District), currently zoned B-1 (General Business District).



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

RECEIVED
OCT 25 2024

BY: _____
RECEIVED
NOV 06 2024

BY: _____

INSTRUCTION: Please fill out completely. If more space is needed, attach additional pages. Please print or use typewriter.

A. REQUESTING: Rezoning ☒ Conditional Permit []

Planned Unit Development (P.U.D.) by Conditional Permit []

B. ADDRESS AND LOCATION OF PROPERTY 317 E. Liberty

C. CURRENT ZONING OF PROPERTY: B1

D. PRESENT USE OF PROPERTY: _____

E. ZONING DISTRICT REQUESTED: R1

F. CONDITIONAL USE REQUESTED: _____

G. LEGAL DESCRIPTION: (Fill in the one that applies)

• ☒ Lot or Tract 2A Block _____

• Tract Smith & Wood of the _____
Survey as per metes and bounds (field notes attached)

• If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) N/A

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 0.2715

J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)

Wants to build residential dwelling

K. OWNER'S NAME: (Please print) Selarith Dich
ADDRESS: 5020 Loop 1781
CITY, STATE, ZIP CODE: Rockport, TX 78382
PHONE NO 361-229-2991

L. REPRESENTATIVE: (If Other Than Owner) _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
PHONE NO _____

NOTE: Do you have property owner's permission for this request?
YES ☒ NO ☐

M. FILING FEE:

REZONING	\$150.00 + \$10.00 PER ACRE
PLANNED UNIT DEVELOPMENT	\$200.00 + \$10.00 PER ACRE
P.U.D. REVISION	\$200.00 + \$10.00 PER ACRE
CONDITIONAL PERMIT	\$150.00 + \$10.00 PER ACRE

(Make check payable to the City of Rockport)

- Submit application and filing fee to the Department of Building & Development, City of Rockport; 2751 S.H. 35 Bypass, Rockport, Texas 78382.

Signed: Selarith Dich
(Owner or Representative)

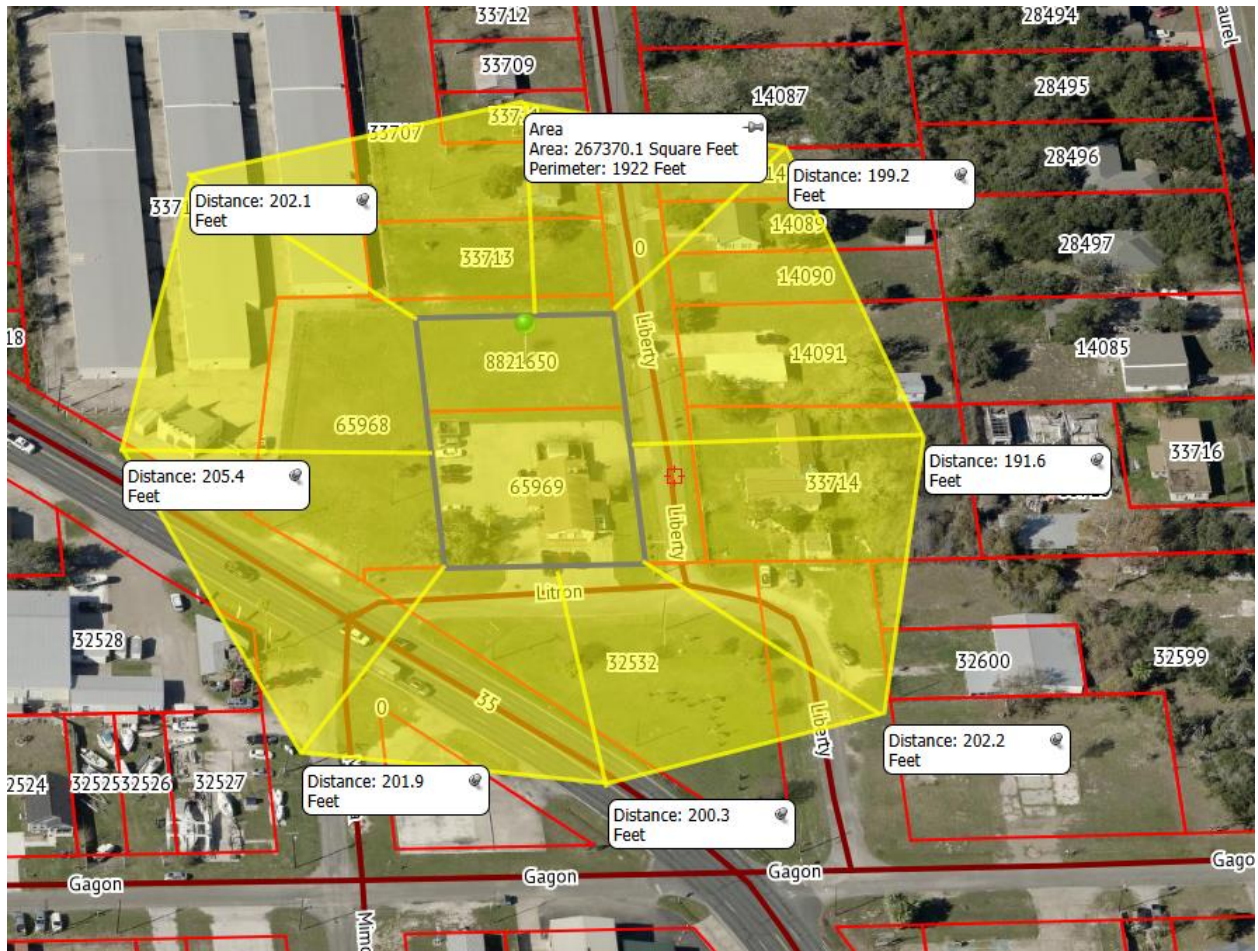
(FOR CITY USE)

Received by: _____ Date: _____ Fees Paid: \$ _____

Submitted Information (_____ accepted) (_____ rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____



Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
65968	Selarith Sayhuoy Pich	417 Litron St	5020 Loop 1781	Rockport	Tx	78382
8821650	Selarith Sayhuoy Pich	317 E. Liberty St	5020 Loop 1781	Rockport	Tx	78382
33710	Herman N Hartsfield jr	205 Hwy 35 S	P O Box 4987	Victoria	Tx	77903
65698	Herman N Hartsfield jr	201 Hwy 35 S	P O Box 4987	Victoria	Tx	77903
32532	City of Rockport	101 Hwy 35 S	2751 State Highway 35 Bypass	Rockport	Tx	78382
32531	Sergio Rodriguez	102 Hwy 35 S	420 E Concho St	Rockport	Tx	78382
32528	William Coxwell	202 Hwy 35 S	206 Hwy 35 S	Rockport	Tx	78382
33713	Efrain & Alba Camacho	305E. Liberty St	972 Lee Rd	Aransas Pass	Tx	78336
33707	Gloria Barrera	217 E. Liberty St	111 Poquito	Rockport	Tx	78382
33711	Omar Gonzalez	215 E. Liberty St	217 E. Liberty St	Rockport	Tx	78382
14087	Jackie McGary	218 E. Liberty St.	701 East St	Hutto	Tx	78634
14088	Santiago Camacho & Tina Hernandez	302 E. Liberty St	516 Stanley St	Rockport	Tx	78382
14089	Roger & Amelinda Carrasco	306 E. Liberty St	1632 Strait Lane	Pleasanton	Tx	78064
14090	Roger & Amelinda Carrasco	310 E. Liberty St	1632 Strait Lane	Pleasanton	Tx	78064
14091	James Haynes	316 E. Liberty St	316 E. Liberty St	Rockport	Tx	78382
33714	Richard and Barbara Cassel	503 Litron St	P O Box 319	Rockport	Tx	78381
32599	Teresa Jill Adams	401 E. Laurel St	12450 Squirrel Tree Rd	Willis	Tx	77318
32600	Kevin Tambra Curcio	404 E. Liberty St	1131 E. Adelaide Dr	Tucson	Az	85719
	Josh Dowling	Planning and Zoning Commission	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commission	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commission	P.O. Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commission	123 Royal Oaks Dr	Rockport	TX	78382
	Kim Hesley	Planning and Zoning Commission	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commission	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commission	102 St Andrews St	Rockport	TX	78382



Box

Search
Search by Address -

317 e liberty

Search results (1)

Options -

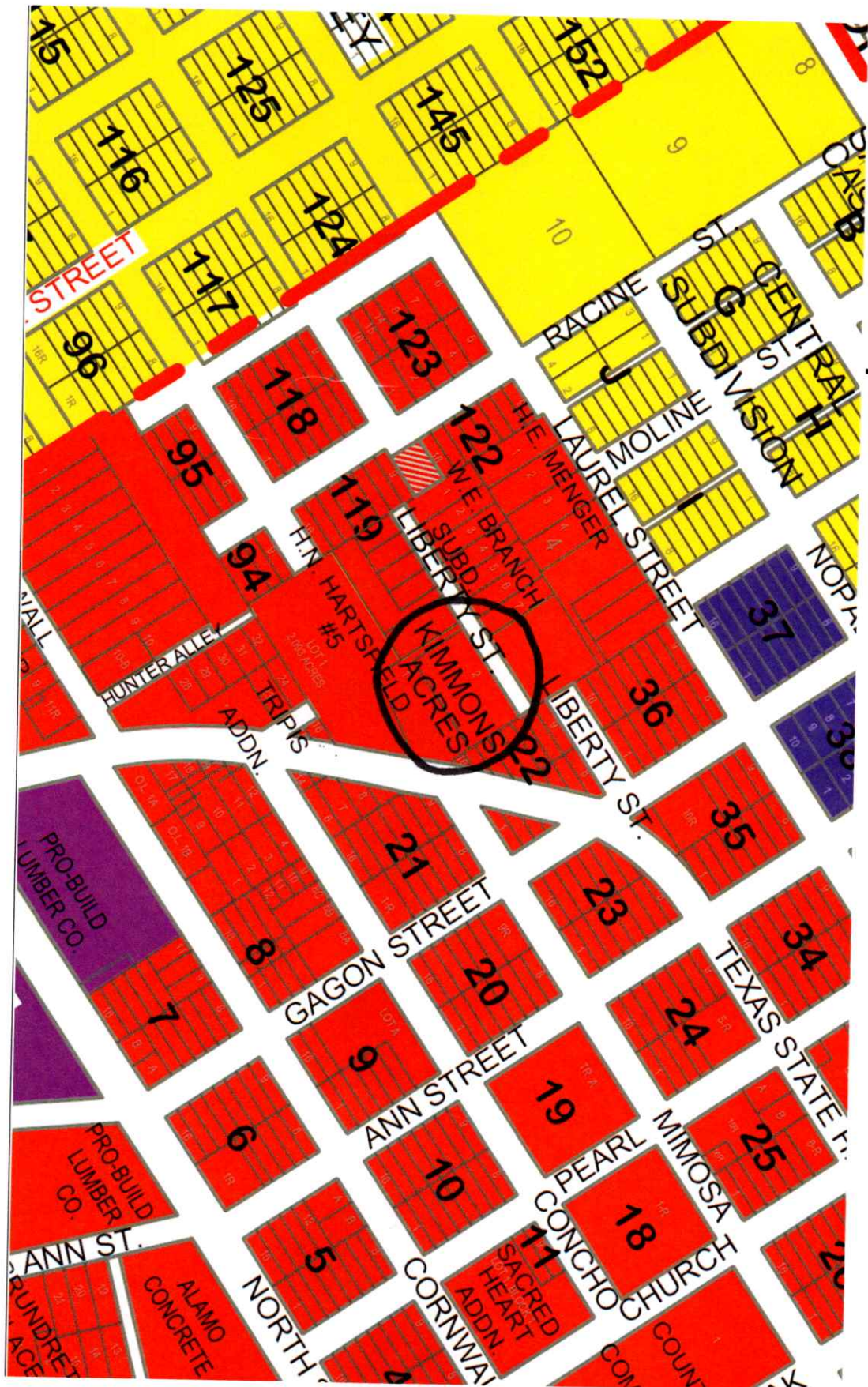
317 E Liberty St, Rockport, TX 78382



The map shows a grid of streets including Liberty Street, Verne Street, Gagon Street, Ann Street, North Street, Church Street, Main Street, and Wharf Street. Lots are numbered and color-coded. A red line highlights a specific street layout. A black circle is drawn around a lot labeled 'KIMMONS ACRES'.

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Future Land Use map



Legal Description: Kimmons Acres, Lot 2-A, ACRES 0.2715

317 E liberty



Show search results for 317 ...

50612

50613

69846

14087

14088

14089

14090

14091

33714

32599

32600

32598

32927 E Liberty St

32928

32929

32930

32931

33712

33709

33711

33707

33713

8821650

65969

65968

N Litron St

32532

E Liberty St

32531

E Mimosa St

32845

32846

33710

34831

34818

32528

32526

32525

32527

Map Cont

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City

Lot

ORDINANCE NO. 1959

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AS STIPULATED UNDER ARTICLE 4.1 OF THE CITY OF ROCKPORT ZONING ORDINANCE NUMBER 1027 BY CHANGING THE ZONING OF LAND FROM B-1 (GENERAL BUSINESS DISTRICT); FOR PROPERTY LOCATED AT 317 E LIBERTY; ALSO KNOWN AS LOT 2-A, KIMMONS ACRES SUBDIVISION; TO R-1 (1ST SINGLE FAMILY DWELLING DISTRICT), REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS a request to re-zone property was received in the office of the Building Department, Rockport, Texas; and

WHEREAS, On November 14, 2024, notice was posted on the bulletin boards at the City of Rockport Service Center, 2751 State Highway 35 Bypass, and on the City's webpage www.cityofrockport.com; and

WHEREAS, on November 15, 2024, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on November 14, 2024, the City caused to be published "Notice of Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on December 2, 2024, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on December 2, 2024, the Planning & Zoning Commission did meet and said Commission voted to recommend to the City Council to Approve this request to re-zone property, located at 317 E Liberty, from B-1 (General Business District) to allow development of a single family residential dwelling; and

WHEREAS, on December 10, 2024, at 6:30 p.m., the Rockport City Council did hold a Public Hearing; and

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

SECTION 1 – AMENDMENT

That, pursuant to Article 4 of the City of Rockport Zoning Ordinance Number 1027, the current zoning of land located at 317 E Liberty, City of Rockport, Aransas County, Texas; be changed from B-1 (General Business District) to R-1 (1st Single Family Dwelling District),

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

It is the intention of the City Council of the City of Rockport that if any phrase, sentence, section, or paragraph of this ordinance shall be declared unconstitutional or otherwise invalid by final judgment of a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the 10th day of December, 2024.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this ____ day of _____ 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Director

MEETING DATE: January 14, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-02R expressing official intent to reimburse costs incurred for the acquisition and construction of various capital improvements in the City (Fire Station).

SUMMARY:

Council approve reimbursement resolution so work can begin on remodeling Rockport Volunteer Fire Department space.

BACKGROUND:

On December 10, 2024 a Budget Amendment was taken before Council, and was approved, seeking to appropriate \$667,459 of General Fund Reserves. The appropriated reserves would be used to support the funding of a contract approved by Council to remodel the Rockport Volunteer Fire Department following mold remediation. Council asked staff to look at paying for the contract with long term debt to better match the term of the debt with the life of the remodel. Currently, the Rockport Volunteer Fire Department is displaced so getting this job done is time sensitive. As such, the attached Reimbursement Resolution allows the City to start the job using reserves, but get paid back when the Certificates of Obligation are funded.

FUNDING SOURCE:

General Fund Reserves

FUNDING IMPACT:

Funding would reduce reserves by up to \$667,459 before being reimbursed by Certificates of Obligation.

STAFF RECOMMENDATION:

Staff recommends approval of the reimbursement resolution.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Rockport - Reimburse Reso - 1

APPROVAL/REVIEW:

Robbie Sorrell, Director

Date: December 27, 2024



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

RESOLUTION NO. _____

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
COSTS INCURRED FOR THE ACQUISITION AND CONSTRUCTION OF
VARIOUS CAPITAL IMPROVEMENTS IN THE CITY**

**THE STATE OF TEXAS
COUNTY OF ARANSAS
CITY OF ROCKPORT**

WHEREAS, City Council of the **CITY OF ROCKPORT, TEXAS** (the "**City**"), has determined that it is beneficial for the City for (i) renovate, rehabilitate, repair, improve, and equip an existing City owned building expected to be leased to the volunteer fire department, (ii) renovate, rehabilitate, repair, improve, and equip the City pool, and (iii) purchase, acquire, and install technology equipment, hardware, and software (the "**Project**"); and

WHEREAS, the City expects that it will pay expenditures in connection with the Project prior to the issuance of tax-exempt obligations (the "**Obligations**") to finance the Project; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of expenditures related to the Project will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as the City issues Obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT THAT:

SECTION 1. EXPECTATION TO INCUR DEBT. The City reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$1,000,000, for the purpose of financing the Project.

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT. The foregoing notwithstanding, no Obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. PUBLIC RECORD. The City Council directs that this Resolution shall be maintained as a public record available for inspection by all persons in accordance with the provisions of Chapter 552, Texas Government Code, and that no later than 30 days after this date, this Resolution will be made available for inspection by all members of the general public at the offices of the City.

SECTION 5. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage thereof.

[The remainder of this page intentionally left blank]

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKPORT, TEXAS AT A REGULAR MEETING HELD ON THE 14th DAY OF JANUARY,
2025.***

By: Mayor
City of Rockport, Texas

Attest:

City Secretary
City of Rockport, Texas

(City Seal)

** **

Signature Page to Resolution Expressing Official Intent to
Reimburse Costs Related to the Acquisition and Construction of Capital Improvements

CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF ARANSAS
CITY OF ROCKPORT**

§
§
§

I, the undersigned City Secretary of the **CITY OF ROCKPORT, TEXAS** (the "**City**"),
hereby certify as
follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on January 14, 2025 at the designated meeting place (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Lowell Timothy "Tim" Jayroe, Mayor
Andrea Hattman, Mayor Pro Tem, Ward 4 Council Member
Stephanie Rangel, Ward 1 Council Member
Matt Anderson, Ward 2 Council Member
Brad Brundrett, Ward 4 Council Member

and all of said officers and members of the City Council were present, except the following absentees _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution No. ____ (the "**Resolution**") entitled

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
COSTS INCURRED FOR THE ACQUISITION AND CONSTRUCTION OF
VARIOUS CAPITAL IMPROVEMENTS IN THE CITY**

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THIS _____.

(SEAL)

City Secretary, City of Rockport, Texas



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: January 14, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-03R authorizing the award of administrative/project delivery service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD).

SUMMARY:

The City of Rockport has responded to a Call for Projects through the Texas General Land Office for Disaster Recover Reallocation Program (DRRP) funds. The initial application was due November 21, 2024. We will be notified by February 3, 2025 if we are eligible to submit a full application by April 3, 2025. The projects submitted were: (a) completion of the Backup Communications Center, (b) completion of the Concho Drainage, and (c) completion of Reach 5 on Bay Shore Drive. If funded, there would be a 10% match requirement, and all projects must be completed with 24-months from award date.

The staff have gone through the RFP and RFQ process in preparation for submitting the full applications by April 3, 2025. The notice was published December 5, 2024 with all responses due December 20, 2024. The review committee consisted of Mayor Time Jayroe, Interim Director of Public Works Ryan Picarazzi, and Assistant to the City Manager Kimberly Henry. Responses were received from the following firms:

Date/Time Rec'd	Name	Bid	Avg. Score
12/20/24 at 12:20 PM	Langford Community Management Services	8% of total Grant	89.00%
12/12/24 t 11:55 AM	GrantWorks, Inc.	75% or 7.2% pending total grant	92.67%

BACKGROUND:

Staff have been seeking grant opportunities for capital projects. This grant opportunity only requires a 10% match and is restricted for very limited purposes and time period. We believe this is a good opportunity for the city to utilize a grant to complete these projects. If the City does not pass the first award date of February 3, 2025, there is no expense.

FUNDING SOURCE:

The required 10% match would come from the

FUNDING IMPACT:

A reduction in fund reserves.

General Fund Reserves.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2025-03R authorizing the award of administrative/project delivery service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD) to GrantWorks, Inc.

STRATEGIC INITIATIVES:

Capital Improvements

ATTACHMENTS:

1. DRRP RFP Resolution

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

RESOLUTION 2025 - _____

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE AWARD OF ADMINISTRATIVE/PROJECT DELIVERY SERVICE PROVIDER CONTRACT(S) FOR THE DISASTER RECOVERY REALLOCATION PROGRAM, WITH FUNDS [BIENG] ALLOCATED THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS the Disaster Recovery Reallocation Program contract requires implementation by professionals experienced in completion of federally funded administrative services;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration/project delivery services has been completed in accordance with GLO requirements;

WHEREAS the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for the professional service;

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That GrantWorks be selected to provide GLO application and project-related **administration/project delivery services** for the Disaster Recovery Reallocation Program project.
- Section 2. That any and all contracts or commitments made with the above-named service provider are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON 14th day of January, 2025

Signature
Tim Jayroe, Mayor

ATTEST:

Signature
Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of Resolution 2025-04R authorizing the award of engineering/architectural service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD).

SUMMARY:

The City of Rockport has responded to a Call for Projects through the Texas General Land Office for Disaster Recover Reallocation Program (DRRP) funds. The initial application was due November 21, 2024. We will be notified by February 3, 2025 if we are eligible to submit a full application by April 3, 2025. The projects submitted were: (a) completion of the Backup Communications Center, (b) completion of the Concho Drainage, and (c) completion of Reach 5 on Bay Shore Drive. If funded, there would be a 10% match requirement, and all projects must be completed with 24-months from award date.

The staff have gone through the RFP and RFQ process in preparation for submitting the full applications by April 3, 2025. The notice was published December 5, 2024 with all responses due December 20, 2024. The review committee consisted of Mayor Time Jayroe, Interim Director of Public Works Ryan Picarazzi, and Assistant to the City Manager Kimberly Henry. Responses were received from the following firms:

Date/Time Received	Name	Average Score
12/20/24 at 12:20 PM	Urban/DCCM	90.33%

BACKGROUND:

Staff have been seeking grant opportunities for capital projects. This grant opportunity only requires a 10% match and is restricted for very limited purposes and time period. We believe this is a good opportunity for the city to utilize a grant to complete these projects. If the City does not pass the first award date of February 3, 2025, there is no expense.

FUNDING SOURCE:

The required 10% match would come from the General Fund Reserves.

FUNDING IMPACT:

A reduction in fund reserves.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2025-04R authorizing the award of engineering/architectural service provider contract(s) for the Disaster Recovery Reallocation Program with funds being allocated through the U.S. Department of Housing and Urban Development (HUD) to Urban/DCCM.

STRATEGIC INITIATIVES:

Capital Improvements

ATTACHMENTS:

1. DRRP RFQ Resolution

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025

RESOLUTION 2025 - _____

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE AWARD OF ENGINEERING/ARCHITECTURAL SERVICE PROVIDER CONTRACT(S) FOR THE DISASTER RECOVERY REALLOCATION PROGRAM WITH FUNDS [BIENG] ALLOCATED THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, participation in DRRP program(s) requires implementation by professionals experienced with federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering/architectural services has been completed in accordance with GLO requirements;

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That <u>Urban/DCCM</u> be selected to provide application and project-related professional engineering/architectural services for the DRRP program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of DRRP funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON 14th day of January, 2025

Signature
Tim Jayroe, Mayor

ATTEST:

Signature
Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval to move the February 25, 2025 City Council Regular Meeting to Wednesday, February 26, 2025.

SUMMARY:

The Aransas County Legislative Day in Austin has been scheduled on February 25, 2025. Due to the conflict Staff felt the City Council might want to move the Regular Meeting to a different day.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Date: January 08, 2025

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager



AGENDA MEMO

DEPARTMENT: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Interim Public Works Director

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider the award of bid to Turbomachinery Industries for the rehab two pumps at the Peninsula Oaks Pump Station (not to exceed \$135,909.04).

SUMMARY:

This proactive approach focuses on the maintenance and rebuild of Pumps 1 and 2 to enhance their reliability and efficiency, ensuring optimal performance of the water system.

BACKGROUND:

The worst-case scenario the cost would be \$135,909.04; however, we feel it will be lower. The cost will depend on what is found when the pumps are torn down.

FUNDING SOURCE:

Water Department Budget

FUNDING IMPACT:

STAFF RECOMMENDATION:

Approval of an expenditure over \$50,000.00.

STRATEGIC INITIATIVES:

Water quality

ATTACHMENTS:

None

APPROVAL/REVIEW:

Ryan Picarazzi, Interim Public Works Director

Date: January 03, 2025

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

Consider a presentation and request for funding from the Class of 2025 Aransas Leadership Class for a class project

SUMMARY:

The Leadership Class will be presenting their class project and will request donations and support.

BACKGROUND:

The Leadership Class unveiled its innovative class project to the Convention and Visitor Bureau Board. While excited about the project, the CVB Board did not feel that was the appropriate place to request funding. Being that HOT fund distribution has made, any request for funding would need to be in the form of a donation from General Fund

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

The presentation and provide direction to staff.

STRATEGIC INITIATIVES:

Marketing the City

ATTACHMENTS:

None

APPROVAL/REVIEW:

Date: January 08, 2025

Shelley Goodwin, City Secretary

Vanessa Shrauner, City Manager

Date: January 08, 2025



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Presentation

CAPTION:

Discussion of Concho Drainage Project and Ongoing Navigation District Discussions ⁽¹⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

City Hall construction ⁽¹⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: January 14, 2025

CATEGORY: Action Item

CAPTION:

General Land Office (GLO) drainage project ⁽¹⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: January 08, 2025

Vanessa Shrauner, City Manager

Date: January 08, 2025