



City of Rockport

CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, MAY 13, 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, May 13, 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. JOINT SPECIAL MEETING WITH PLANNING AND ZONING COMMISSION

1. Call to Order and Roll Call (Carey Dietrich, Director of Community Development & Building)
2. Consider a request to rezone property located at 303 W Market; also known as Doughty & Mathis, Block 153, East 1/2 Lot 1 & 2, City of Rockport, Aransas County, Texas, to B-1 (General Business District) currently zoned R-1 (1st Single Family Dwelling District)
 - i. Staff presentation
 - ii. Hold a public hearing to receive comments on or against the request
 - iii. Recommendation from the Planning and Zoning Commission

(Carey Dietrich, Director of Community Development & Building)

3. Adjourn the Special Meeting (Carey Dietrich, Director of Community Development & Building)

IV. May 3, 2025, Election Matters

4. Issuance of Certificate of Election, Statement of Officer, and Oath of Offices:
 - i. Stephanie Rangel as Councilmember Ward 1
 - ii. Brad Brundrett as Councilmember Ward 3 (Shelley Goodwin, City Secretary)

V. 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.

VI. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

5. Proclamation proclaiming May as the Historic Preservation Month (Shelley Goodwin, City Secretary)
6. Proclamation proclaiming May 11-17, 2025 as National Police Week (Shelley Goodwin, City Secretary)

VII. 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.

7. Consider the approval of the City Council Minutes for the following:
 - i. April 21, 2025 City Council Workshop
 - ii. April 22, 2025 City Council Regular Meeting (Shelley Goodwin, City Secretary)
8. Consider the approval of Rockport Cultural Arts District Smithsonian Museum on Main Street

VIII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

9. Consider the approval on second and final reading on Ordinance 1971 granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance and adding 23 spaces and a clubhouse on the property located at 1701 16th Street; also known as pt of lot 81, block 250, Swickheimer, 5.55 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date. (Carey Dietrich, Director of Community Development & Building)
10. Consider the approval on second and reading on Ordinance 1972 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 1711-1715 Sixteenth St; also known as W Pt of Lot 83 & E/2 of Lot 84, Blk. 250, Swickheimer Subdivision; to 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)
11. Consider the approval on emergency of Ordinance 1973 amending the Code of Ordinances Chapter 102 'Utilities', Article D, 'Water Service', deleting the content of Division 4, 'Drought Contingency And Emergency Plan' and replacing said Division 4 contents by referring to and adopting a Comprehensive Drought Contingency Plan as Exhibit A, and as may be modified in the future by ordinance; repealing all other ordinances in conflict therewith; providing for severability; and providing an effective date. (Ryan Picarazzi, Public Works Director, Brian Williams, SAN PAT Water District)
12. Consider the approval on first of two reading Ordinance 1974 amending the Code of Ordinances Chapter 2, Entitled "Administration," Article II "Council," Section 2-26, Entitled "Day, Time of Regular Meetings" and Article II, Entitled "Tree Regulations," Section 106-15, Entitled "Tree Preservation and Mitigation"; repealing all ordinances to the extent they are in conflict; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing an effective date (Shelley Goodwin, City Secretary)
13. Consider the approval on first of two readings Ordinance 1975 amending the Official Zoning Map as stipulated under Article 4.1 of the Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District); for property located at 303 w Market; also known as Doughty & Mathis, Block 153, East 1/2 Lot 1 & 2 to 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)
14. Consider the approval of Contractor's Change Request #02 with South Texas Building Partners for the Remodel Project of the City's Building used by the Rockport Volunteer Fire Department for an amount not to exceed \$36,504.00 and approval of the only reading of Ordinance 1976 amending Ordinance No. 1948 which adopted the 2024-2025 Budget beginning October 1, 2024, and ending September 30, 2025; repealing all prior Ordinances in conflict herewith; providing for publication; and providing for an effective date (Contractor's Change Request #02 with South Texas Building Partners) (Robbie Sorrell, Director)

IX. OTHER ACTION ITEMS AND UPDATES

15. Consider the approval of a Mutual Use Agreement with the Rockport Center for the Arts for the placement of a public art structure to be known as "Rockport Glory II" to be located on the highway right of way near the intersection of Business State Highway 35 and Broadway. (Kimberly Henry, Assistant to the City Manager)
16. Consider the approval of the Amendment to Multiple Use Agreement with the Texas Department of Transportation for the placement of a public art structure to be known as "Rockport Glory II" to be located on the highway right of way near the intersection of Business State Highway 35 and Broadway. (Kimberly Henry, Assistant to the City Manager)
17. Consider the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0133 City of Rockport List Station Portable Generators Project. (Kimberly Henry, Assistant to the City Manager)
18. Consider the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0134 City of Rockport Fire Station and TX-188 Pump Station Generators Project. (Kimberly Henry, Assistant to the City Manager)

X. CITY MANAGER'S UPDATE

XI. 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.

XII. 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

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.

19. Discuss the appointment, evaluation, reassignment, duties, or dismissal of a public officer, specifically the City of Rockport appointment to the Aransas County Appraisal District ⁽³⁾ (Vanessa Shrauner, City Manager)
20. Discussion of the sale of the Gas Company ⁽¹⁾⁽²⁾ (Vanessa Shrauner, City Manager)
21. Discussion on Navigation District and Drainage Project ⁽¹⁾ (Vanessa Shrauner, City Manager)

XIII. 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.

XIV. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 3:15pm on May 9, 2025, on the bulletin board of the City of Rockport Service Center, 2751 S. H. 35 Bypass, Rockport, Texas 79382.



Shelley Goodwin, TRMC/MMC
City Secretary



PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, May 13, 2025, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request to rezone property located at 303 W Market; also known as Doughty & Mathis, Block 153, East 1/2 Lot 1 & 2, City of Rockport, Aransas County, Texas, to B-1 (General Business District), currently zoned R-1 (1st Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of May 13, 2025 and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56> or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The Mayor will read the comments and they will be summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

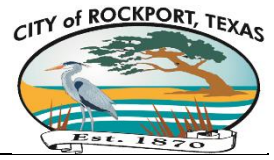
POSTED the 24th day of April, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Thursday, April 24, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

Building & Development Services | Carey Dietrich, Community Planner
2751 SH 35 Bypass, Rockport, TX 78362
Phone: (361) 790-1125, x. 226 | Email: communityplanner@cityofrockport.com



303 W Market

John C & Patricia Hamm, Owner

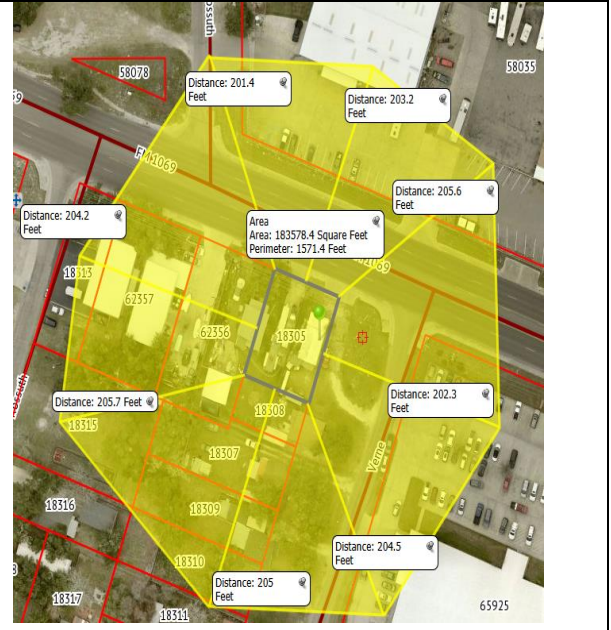
P&Z – Monday, May 13, 2025
CC – Tuesday, May 13, 2025

P&Z – Monday, May 13, 2025

1st Reading – Tuesday, May 13, 2025
2nd Reading – Tuesday, May 27, 2025,

Property owners, Mr. & Mrs. Hamm wish to rezone their property to B1 (General Business District) to bring it into compliance with the current use after being annexed and automatically zoned R1.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, February 20, 2025 edition and mailed out to twelve (12) property owners within a 200-foot radius of the property. One (1) letter For and No Letters Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R1 – 1 st Single Family Dwelling District	Commercial Structure	N – R1 (1 st Single Family Dwelling District) S – R1 (1 st Single Family Dwelling District) E – B1 –(General Business District) W – B1 –(General Business District)	One Commercial Structure	0.17 Acres 7,500 sq ft

APPROVE

APPROVE WITH CONDITIONS

DENY

The Current Future Land Use Map suggests Residential Use

The property was originally Aransas Glass Co when annexed into the City and automatically zoned R1; however, recently was remodeled and became a restaurant. The owners of the restaurant did remodeling and opened without securing permits and a Fire Marshal review for a Certificate of Occupancy. Plans have now been submitted but cannot be approved until the rezone to commercial is approved.

LEGAL DESCRIPTION

AGENCY COMMENTS

RESPONSE TO STANDARDS



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 ☐
- B. ADDRESS AND LOCATION OF PROPERTY _____
303 W. Market St
- C. CURRENT ZONING OF PROPERTY: Residential
- D. PRESENT USE OF PROPERTY: _____
- E. ZONING DISTRICT REQUESTED: Commercial
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract _____ Block _____
 - 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) _____

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

- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
- To Get Compliance for Code
- _____

K. OWNER'S NAME: (Please print) John C Hamm
ADDRESS: 1120 W. Market St
CITY, STATE, ZIP CODE: Rockport Tx 78382
PHONE NO 361-~~629200~~ 779-0088

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: _____
(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
18305	John & Patricia Hamm	303 W. Market st.	1120 W. Market st.	Rockport	TX	78382
65925	Castaways Thrift Shop Inc	211 W. Market st.	P O Box 502	Fulton	TX	78358
58035	Rockport RV Services Inc	302 W. Market st.	302 W. Market st.	Rockport	TX	78382
18313	George Thompson	313 W. Markets st.	P O Box 2387	Rockport	TX	78381
62357	HHSG Property LLC	309 W. Market st.	2203 Cape McCan st.	Rockport	TX	78382
62356	Stephen & Gini Welsh	305 W. Market st.	305 W. Market st.	Rockport	TX	78382
18308	J & E Cottage Homes LLC	109 S. Verne st.	284 CR 7710	Rockport	TX	78382
18315	George & Jamie Thompson	108 S. Kossuth st.	106 Cherry HLS	Rockport	TX	78382
18307	Chandler E L	115 S. Verne st.	P O Box 594	Rockport	TX	78382
18309	Rosita Dreyer	117 S. Verne st.	P O Box 107	Rockport	TX	78381
18310	Wynne Oriani	121 S. Verne st.	13930 Roxton Dr.	Houston	TX	77077
18311	Bobby & Sharon Barnes	125 S. Verne st.	2108 La Manda Blvd.	San Anton	TX	78201
	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



PUBLIC HEARING
Planning & Zoning Commission
and City Council

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Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56>, or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council meeting. The comments will be read and summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Shelley Goodwin, City Secretary

TO BE ON RECORD, THIS FORM MUST BE FILLED OUT, SIGNED BY THE CURRENT PROPERTY OWNER(S) AND MAILED IN ITS ENTIRETY TO THE BUILDING & DEVELOPMENT SERVICES DEPARTMENT, 2751 STATE HIGHWAY 35 BYPASS, ROCKPORT, TX 78382. ANY INFORMATION PROVIDED BELOW BECOMES PUBLIC RECORD.

NOTE: In accordance with the Open Meetings Act and Public Information Act, no discussion shall be held by a member or members of this Commission, either at home or office, or in person, by telephone call or by letter.

Printed Name: Patricia Hamm

Address: 1120 W. Market St

City/State: Rockport Tx

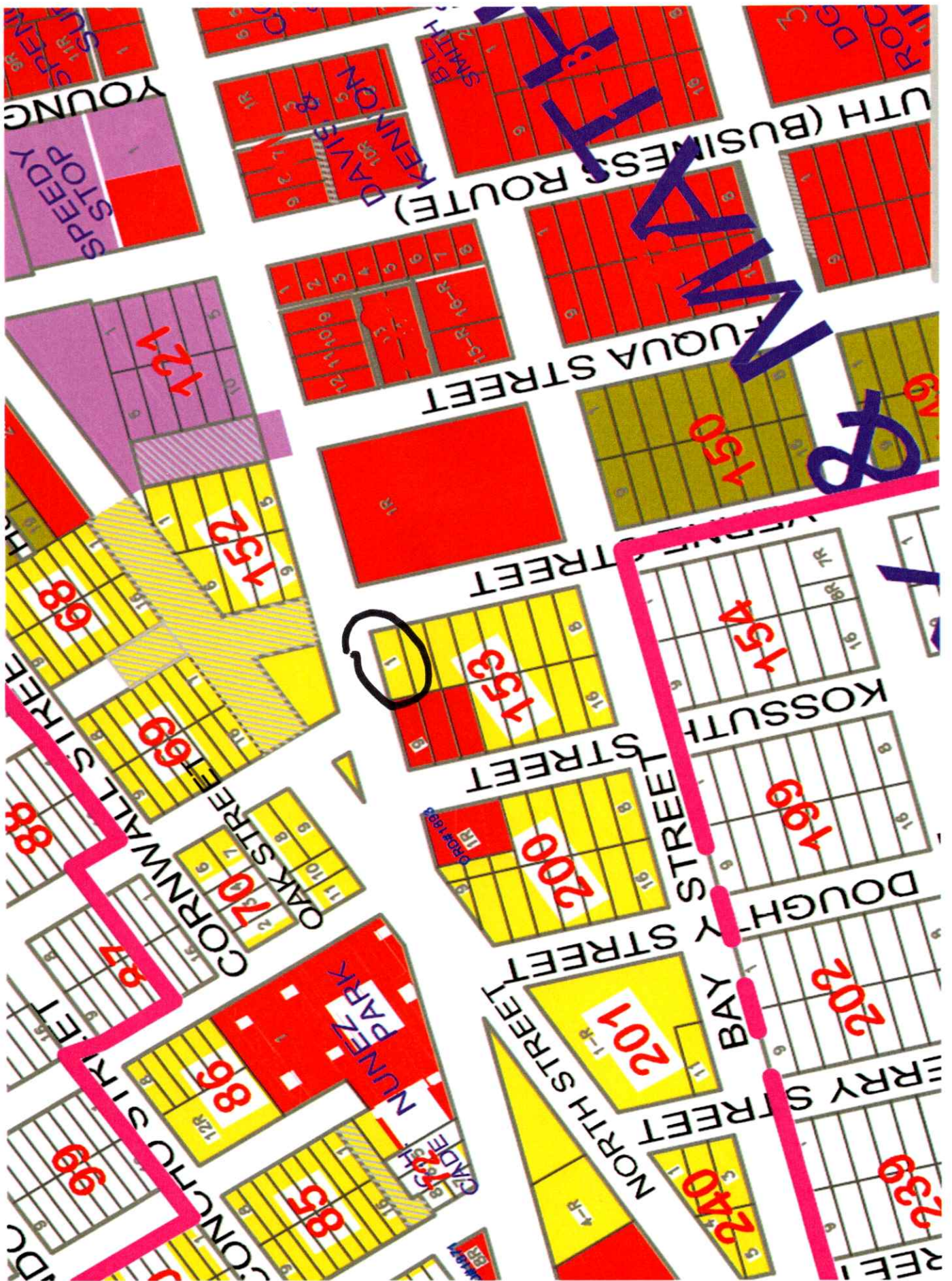
☒ IN FAVOR () IN OPPOSITION

Phone: 361-729-0082

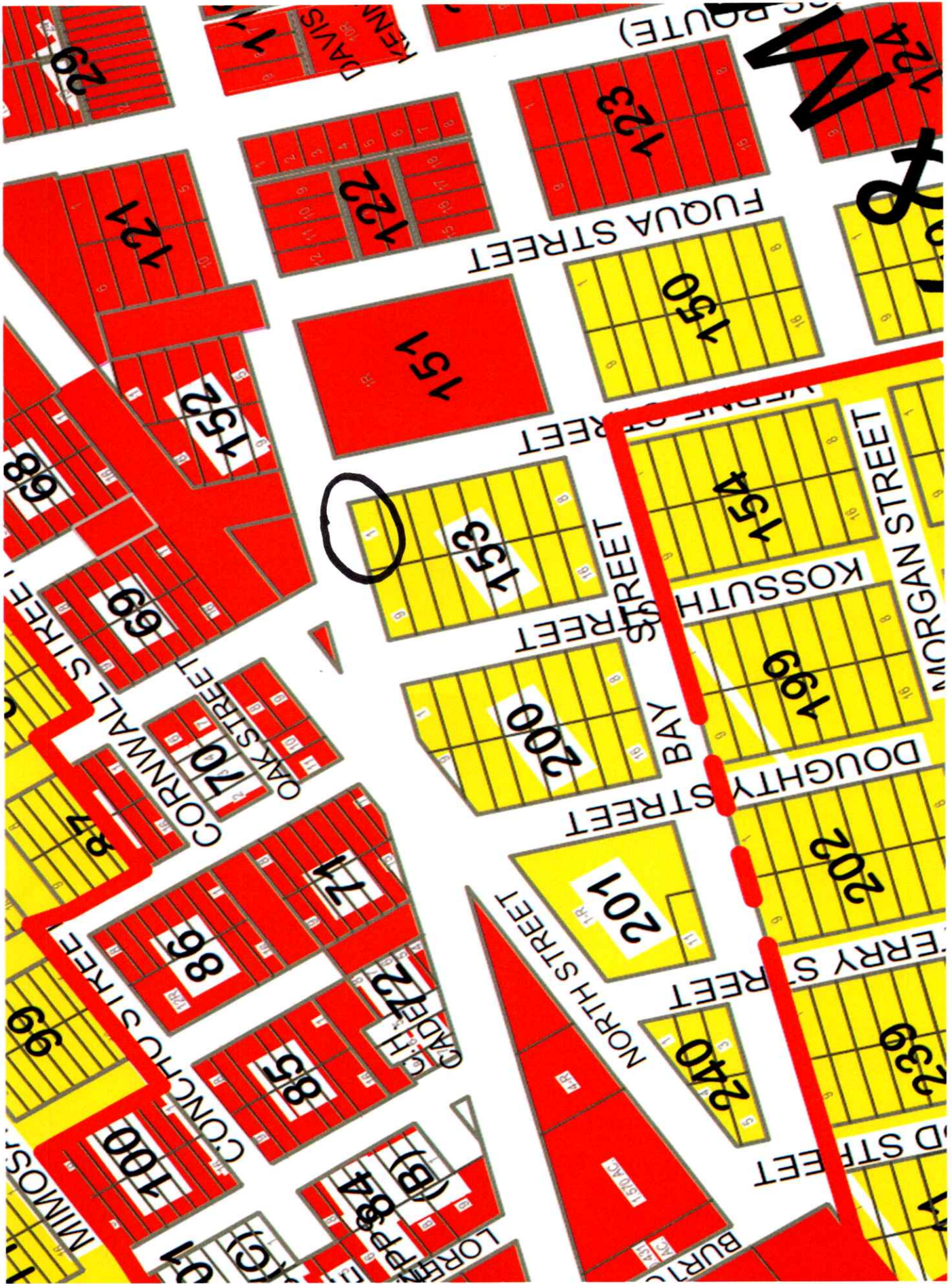
REASON:

Patricia Hamm
Signature

See map on reverse side.



303 W. Market – FUTURE LAND USE MAP - DOUGHTY & MATHIS, BLOCK 153, LOT 1 & 2 - EAST
1/2 OF EACH





AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Issuance of Certificate of Election, Statement of Officer, and Oath of Offices:

- i. Stephanie Rangel as Councilmember Ward 1
 - ii. Brad Brundrett as Councilmember Ward 3
-

SUMMARY:

The May 5, 2025, City Council General Election was canceled due to unopposed candidates.

BACKGROUND:

In accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected as part of Ordinance 1965. The Ordinance includes the respective office shown and shall be issued a certificate of election no sooner than six (6) days after May 3, 2025:

Stephanie Rangel

Councilmember Ward 1, four year term expiring May 4, 2029

Brad Brundrett

Councilmember Ward 3, four year term expiring May 4, 2029

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

- 1. Stephaine Rangel
- 2. Brad Brundrett

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025

CITY OF ROCKPORT

CERTIFICATE *of* ELECTION

In the name and by the authority of
CITY OF ROCKPORT, TEXAS

THIS IS TO CERTIFY that at a General Election held on
the 3rd day of May 2025,

Stephanie Rangel

was duly elected to the office of
Councilmember
Ward 1

IN TESTIMONY WHEREOF, I have hereunto signed my name
and caused the seal to be affixed at the City of Rockport the
13th day of May, 2025.

Mayor of the City of Rockport, Texas

Attest:

City Secretary of the City of Rockport, Texas





In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Brad Brundrett, do solemnly swear, that I will faithfully execute the duties of the office of Councilmember Ward 3 of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 13th day of May, 2025.

Signature of Person Administering Oath

Printed Name

Title



CITY OF ROCKPORT

Statement of Officer

I, Stephanie Rangel, Councilmember Ward 1, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Stephanie Rangel
Councilmember Ward 1

Date



CITY OF ROCKPORT

CERTIFICATE *of* ELECTION

In the name and by the authority of
CITY OF ROCKPORT, TEXAS

THIS IS TO CERTIFY that at a General Election held on
the 3rd day of May 2025,

Brad Brundrett

was duly elected to the office of
Councilmember
Ward 3

IN TESTIMONY WHEREOF, I have hereunto signed my name
and caused the seal to be affixed at the City of Rockport the
13th day of May, 2025.

Mayor of the City of Rockport, Texas

Attest:

City Secretary of the City of Rockport, Texas

CITY of ROCKPORT, TEXAS





In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Brad Brundrett, do solemnly swear, that I will faithfully execute the duties of the office of Councilmember Ward 3 of the City of Rockport, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 13th day of May, 2025.

Signature of Person Administering Oath

Printed Name

Title



CITY OF ROCKPORT

Statement of Officer

I, Brad Brundrett, Councilmember Ward 3, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Brad Brundrett
Councilmember Ward 3

Date



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Proclamation proclaiming May as the Historic Preservation Month

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. 2025 hist preserv proclamation city (002)

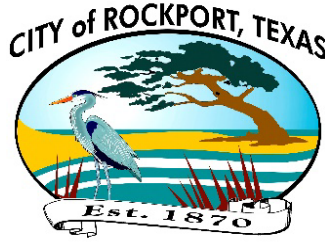
APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: April 29, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



PROCLAMATION

WHEREAS historic preservation in 2025 is a reminder that preservation is more than just buildings. It is about our connection to the places that are special to us all; and

WHEREAS historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the many aspects of the heritage that has shaped us as a people; and

WHEREAS historical organizations in Rockport and Aransas County have endeavored to preserve and protect historical artifacts and material about Rockport and Aransas County; and

WHEREAS, Awards for Historic Preservation 2025, are cosponsored by The Aransas County Historical Commission, The Friends of the History Center, and The Aransas County Historical Society.

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Jayroe and City Rockport, State of Texas, do proclaim May 2025 as

Historic Preservation Month

and call upon the people of Aransas County to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Rockport this 13th day of May, 2025.

Tim Jayroe
Mayor



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Proclamation proclaiming May 11-17, 2025 as National Police Week

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Police Week

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



PROCLAMATION

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Rockport Police Department;

WHEREAS, since the first recorded death in 1786, there are currently more than 24,000 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, Three Hundred forty-five (345) new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025 as part of National Police Week, which will be observed this year, May 11th-17th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that I, Tim Jayroe, Mayor of the City of Rockport, Texas, proudly proclaim the week of May 11-17, 2025, as

National Police Week

and encourage the public to thank the members of the Rockport Police Department and law enforcement officers in communities across the nation for their service and dedication.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City at the City of Rockport, Texas, this 13th day of May 2025.

Tim Jayroe
Mayor



City of Rockport
CITY COUNCIL WORKSHOP AGENDA
MONDAY, APRIL 21, 2025 ~ 9:00 A.M.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

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

City Councilmembers Absent:

Councilmember (Ward 2) Matt Anderson

City Staff Present:

Vanessa Shrauner, City Manager
Art Rodriguez, City Attorney
Lee Brown, Public Safety Communications Center Director
Ryan Picarazzi, Public Works Director
Nathan Anderson, Police Chief
Robbie Sorrell, Director of Finance
Kimberly Henry, Assistant to the City Manager
Shelley Goodwin, City Secretary

I. CALL TO ORDER

Mayor Jayroe called April 21, 2025, Workshop Meeting to order at 9:00 a.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

No one wished to speak

IV. BUSINESS ITEM

1. Continued discussion on the Strategic Plan and Budget Strategies

Vanessa Shrauner reviewed the Strategic Plan focuses that the City Council previously set and asked if they wanted to change any of them. The following are the areas the City Council will use for the budget and as their Strategic Initiatives:

- Finance Stability
- Health and Safety

- Customer Service
- Preserve and Enhance Natural Resources

They also discussed subcategories:

Finances Stability

- Building Reserves
- Infrastructure
- Impact Fees
- Economic Development
- Recreational Options

Health and Safety

- Make Rockport healthy
- Health Tax-County
- Roadways
- Public Safety

Customer Service

- Interagency cohesion
- Accessible
- Enhance
- Consistency

Preserve and Enhance Natural Resources

- Tree City
- Pathways
- Funding opportunities
- TWDB
- Natural filtration

The City Council also discussed the following:

- Planting trees during a drought (development requirement)
- Portable water
- Update the drought management policy
- Staff's recommendations for funding
- Contract with the County for radios

2. Consider a discussion on possible future budget items and the next steps in the FY2026 Budget process

Robbie Sorrell, Finance Director, reviewed the attached PowerPoint and handout.

Bob Henderson, Capital Markets Managing Director, reviewed the attached PowerPoints. He also reviewed the harmful bills that are currently being considered as part of the 89th Legislative Session.

V. ADJOURN

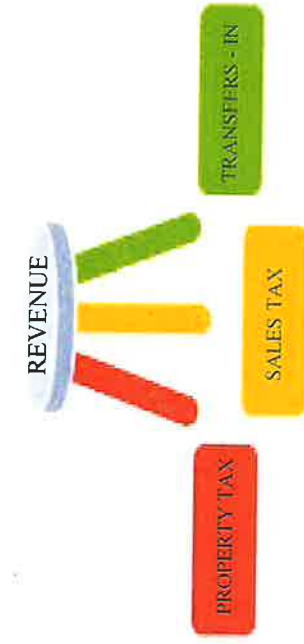
Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel adjourn the April 21, 2025, City Council Workshop at 11:15 a.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



2025-2026 Budget Workshop 4.21.25





Status of Presentation 2025-2026 Budget

- Presentation utilizes latest information available
- Presentation built before the April 30, 2025, preliminary tax rolls were available
- Tax rates shown are current



Economic Conditions & Inflation 2025-2026 Budget

- Information & Education
- Economic Conditions & Inflation
- General Fund Balance vs. 180-day reserve policy
- Major Revenues Review and Slowing Growth
- Current Processes & Contracts Pressuring Budget
- Budgets as of 3.31.2025
- Budget & Financial Priorities
- Water & Sewer Rates – 2nd year out of five-year approval
- Budget Calendar
- Work as a team



Economic Conditions & Inflation

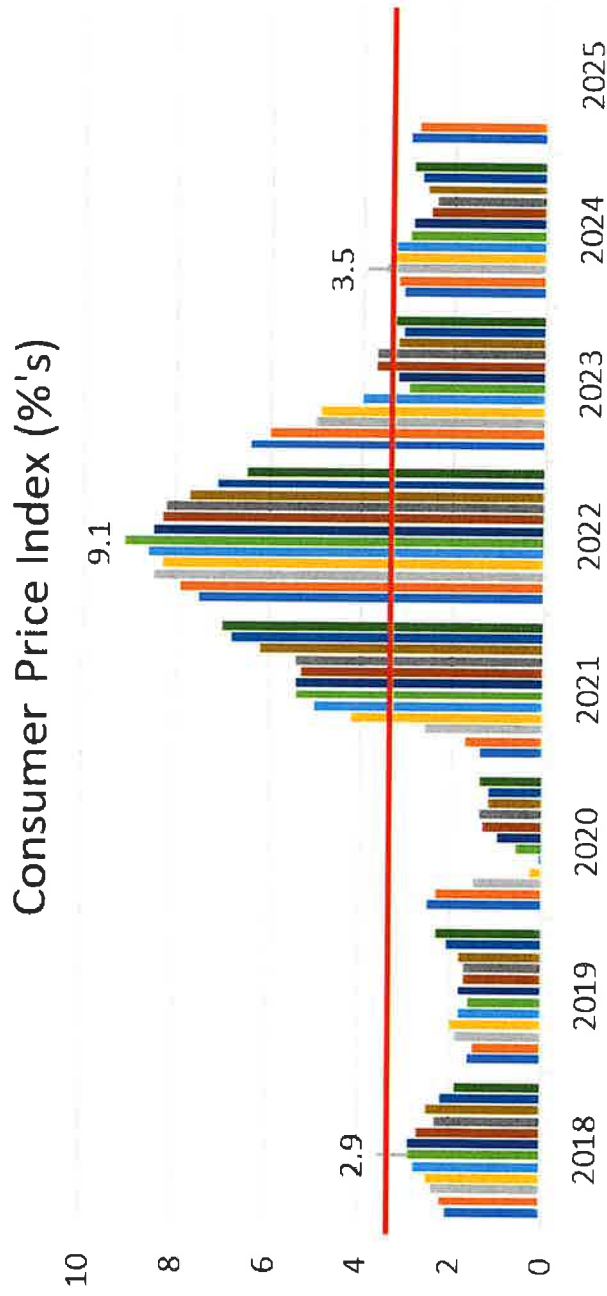
2025-2026 Budget

- Economic Conditions – Inflation

Quotes from the Federal Reserve Meeting on 3.19.25

The central bank raised its respective projections for year-end PCE inflation and the unemployment rate. At the same time, it lowered its economic growth forecast, noting in the [policy statement](#), "Uncertainty around the economic outlook has increased."

At the same time, [fears over stagflation](#), a bleak economic scenario in which growth stalls, inflation persists, and unemployment rises have escalated in recent weeks — and Wednesday's projections underscored that sentiment with the central bank lowering its forecast for economic growth and revising both its inflation projection and unemployment estimates higher.



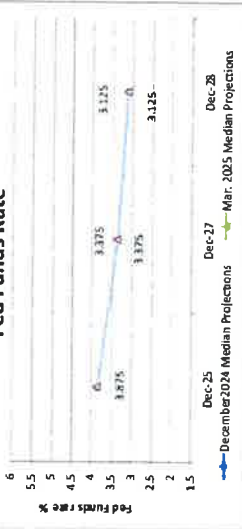
The above red line running through the Bureau of Labor Statistics Consumer Price Index represents a 3.5% level of inflation. While inflation has come down from a high of 9.1% in June of 2022 to 2.8% in February of 2025, the loss of purchasing power due to DOGE-reported irresponsible fiscal spending has been profound and presses the ability of the City to provide current core services to citizens - much less enhanced. At 3.5% cap, the City lost over 7 years of purchasing power.



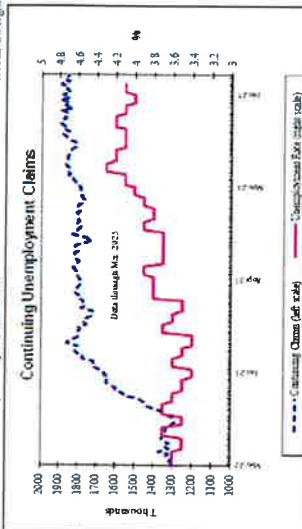
March 31, 2025

Noting that "uncertainty around the economic outlook has increased," the Federal Open Market Committee (FOMC) elected to keep its target range for the federal funds rate unchanged at 4.25% - 4.50% at their March 18-19th meeting. The policy statement continued to characterize inflation as "somewhat elevated," and indicated the Committee would be "attentive to the risks to both sides of its dual mandate." The Summary of Economic Projections (SEP) revealed that their median GDP growth forecast for this year was downgraded, while the core PCE inflation forecast was pushed higher. Still, the new "dot plot" showed minimal changes from the December version. The median projection continued to call for two rate cuts of 25 basis points this year and two more in 2026, suggesting that they believe growth risks will outweigh inflation risks.

FOMC Year-End Median Projections
Fed Funds Rate



The FOMC also announced it would slow the pace of Quantitative Tightening (QT). Beginning in April, the Fed will only allow \$5 billion of Treasury securities to roll off its balance sheet, whereas it was allowing \$25 billion per month mature and roll off. The Fed will re-invest most of its Treasury holdings when they mature. The central bank will continue allowing up to \$35 billion worth of the Agency and mortgage-backed securities roll off the balance sheet every month. The Fed is slowing the reduction of its balance sheet in order to avoid disruptions that could come about from the ongoing standoffs over the debt ceiling, which limits how much money the government can borrow to meet its financial obligations.



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Independent Economist
Report on economic
conditions at the end of the
first quarter. The effects of
previous irresponsible
fiscal spending is still being
felt in the economy.

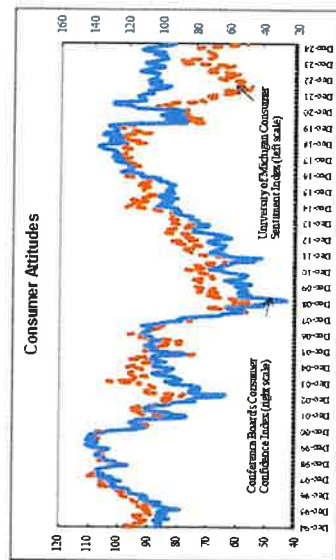
The Fed is hesitant to lower
Fed Funds rate

Reducing the amount of
debt rolling off its balance
sheet (reduces liquidity in
the market)

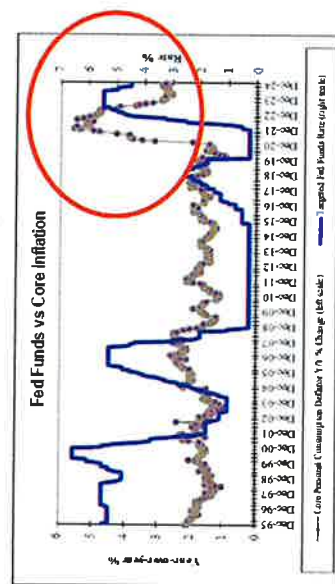
"dot plot" projects two 25-
point rate cuts in 2026



An economy losing momentum has been evident in recent reports of softening retail sales and personal spending. Consumers seem to be tightening their belts, causing large national retailers to issue downbeat guidance for the year. There has also been evidence of some cooling in the labor market, notably the February U-6 underemployment rate, which includes individuals working part-time for economic reasons and those who currently want a job but are discouraged from job seeking, jumped to 8.0% from 7.5%. The more timely weekly jobless claims for unemployment benefits are also telling. The relatively low level of initial claims is consistent with a low rate of private-sector layoffs, while the expanded level of continued claims indicates that individuals looking for work are finding a sluggish hiring pace. Federal layoffs will also have a negative impact, although it may take time to filter into the data.



Along with the rising risk of an economic downturn the ratcheting of trade tensions has added to concerns of upward pressure on inflation. Meaningful increase in inflation expectations have been seen in both consumer and business surveys, while the high level of uncertainty surrounding fiscal, tariff and tax policies have been a contributing factor in financial market volatility. Such volatility further dampening consumer and business sentiment.



The reader can see in the adjacent graph where the Fed Funds rate significantly lagged the inflation spike allowing the inflation rate to spike to 9.1%. The Fed is hesitant to lower the rate as previous out of control fiscal spending is till wending through the economy.



Letter from Texas Coalition for Affordable Power – Rate Increase 8.7%

TCAP Member	2024 TCAP		Sum of 2024		Sum of 2024	
	25 Rate	26 Rate	Budget Estimate	kWh	Energy Charges	TDSP Charges
CITY OF ROCKPORT	0.06607	0.07182	528,618.26	4,515,531	\$ 277,437.92	\$ 296,564.32

There are three months of projected costs under the current 2025 rate and nine months under the 2026 rate. If you have any accounts in the regulated area or with another provider, you'll need to add those estimates to ours for your total electricity costs. The fees column includes the PUC fee, gross receipts tax, aggregation fee, and winter debt securitization. The 2026 rate came in higher than we would have expected. Attached is also an explanation of why the prices are higher than we expected. Detailed spreadsheets broken out by ESI ID and/or GEXA Group number are available upon request.

Thank you,

Drew Shores
Assistant to the Executive Director
[Texas Coalition for Affordable Power](#)
dshores@tcaptx.com

Received notice from TCAP that electric rates will go up 8.7% next year vs. 3.5% M&O Cap. for 3.2% budget hit

Hopefully, HB 2962 related to exempting cities from Miscellaneous Gross Receipts Tax @ 1.997% goes through to help absorb expected increase

8.7% To INCREASE
0.3

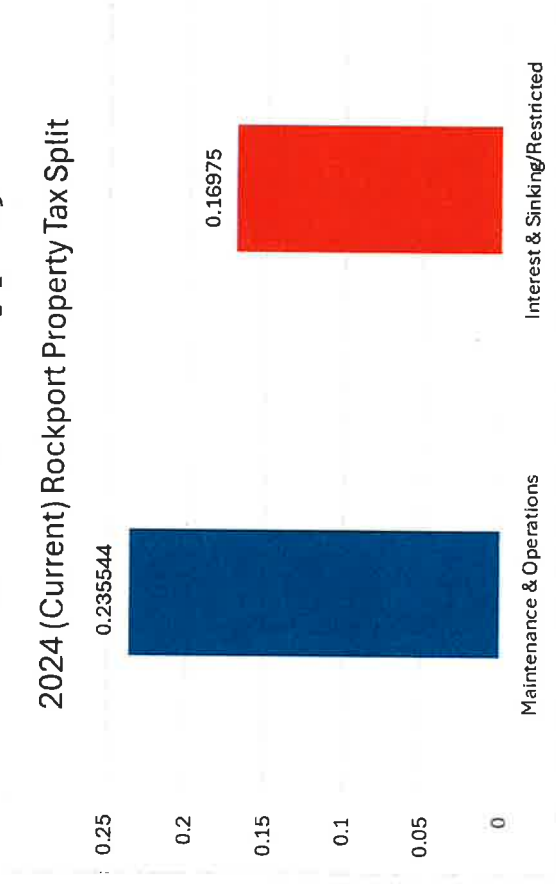


Economic Conditions & Inflation

2025-2026 Budget

General Fund Property Taxes @ .405294/\$100 (58%/42% split)

- Maintenance & Operations (capped at 3.5% increase per year)
- Interest & Sinking side (not capped)

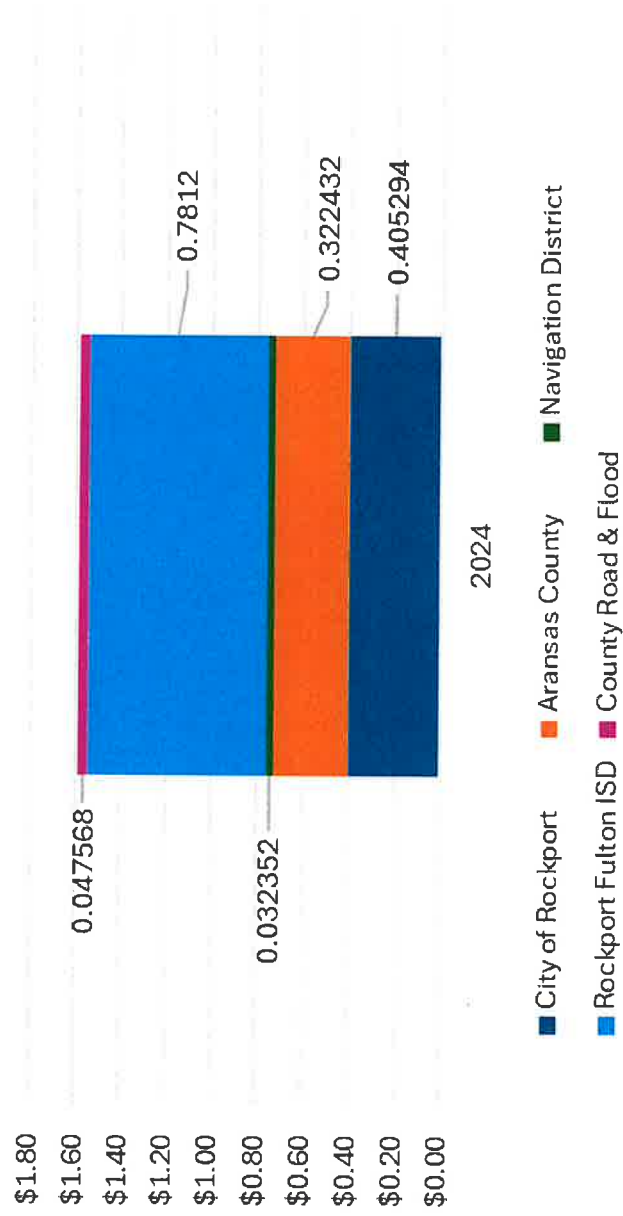




Economic Conditions & Inflation

2025-2026 Budget

Total Rockport Tax Rate - \$1.588846/\$100

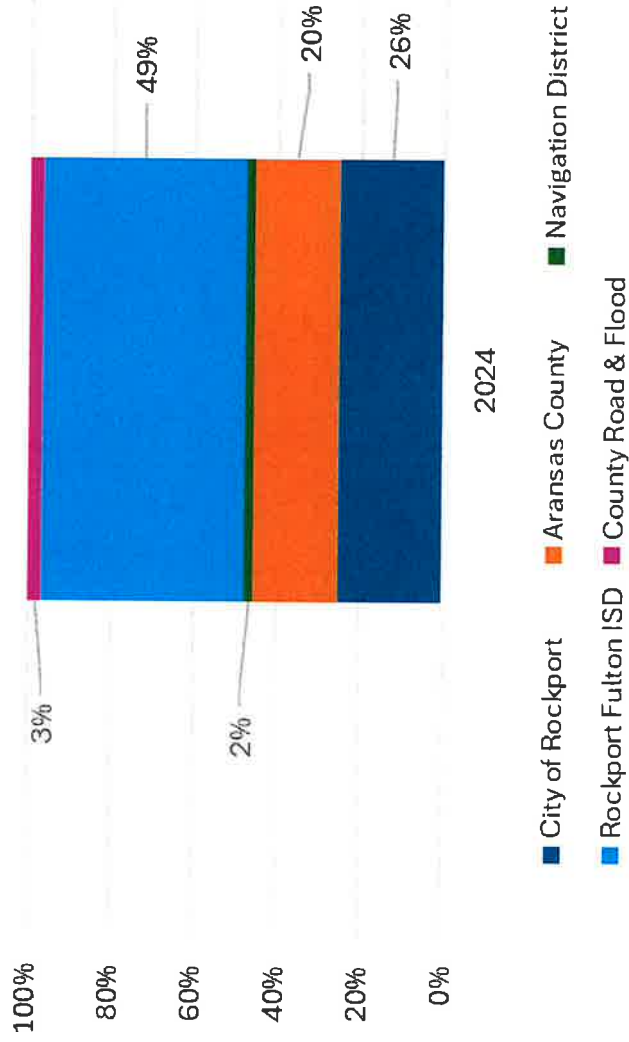




Economic Conditions & Inflation

2025-2026 Budget

Total Tax Percentages 100%



City of Rockport represents just over one-fourth of total tax rate, or almost half of the school district.

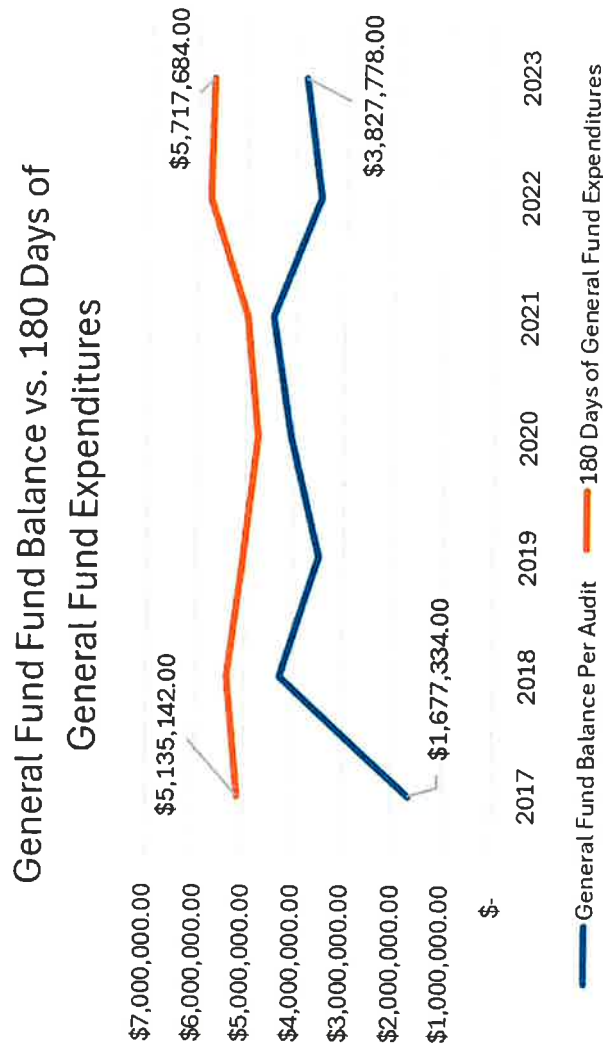
General Fund Reserves





General Fund Reserves

- As shown on the graph, the city has struggled to maintain recommended reserves of 180 days of General Fund Expenditures (orange line). Further, the City General Fund Reserves increased \$316k from 2022 to 2023 per audit.





Major Revenue Review & Slowing Growth 2025-2026 Budget

- Economic Conditions – Major Revenue Trends (75%)

General Fund -

- Property Tax (40%)
- Sales Tax (26%)
- Transfers (9%)

Utility Fund -

- Charges for Service (96%)





Major Revenue Review & Slowing Growth 2025-2026 Budget

Property Tax Revenues – 40%

- Most stable and predictable source of major revenues as derived from non-exchange type (taxes) transactions

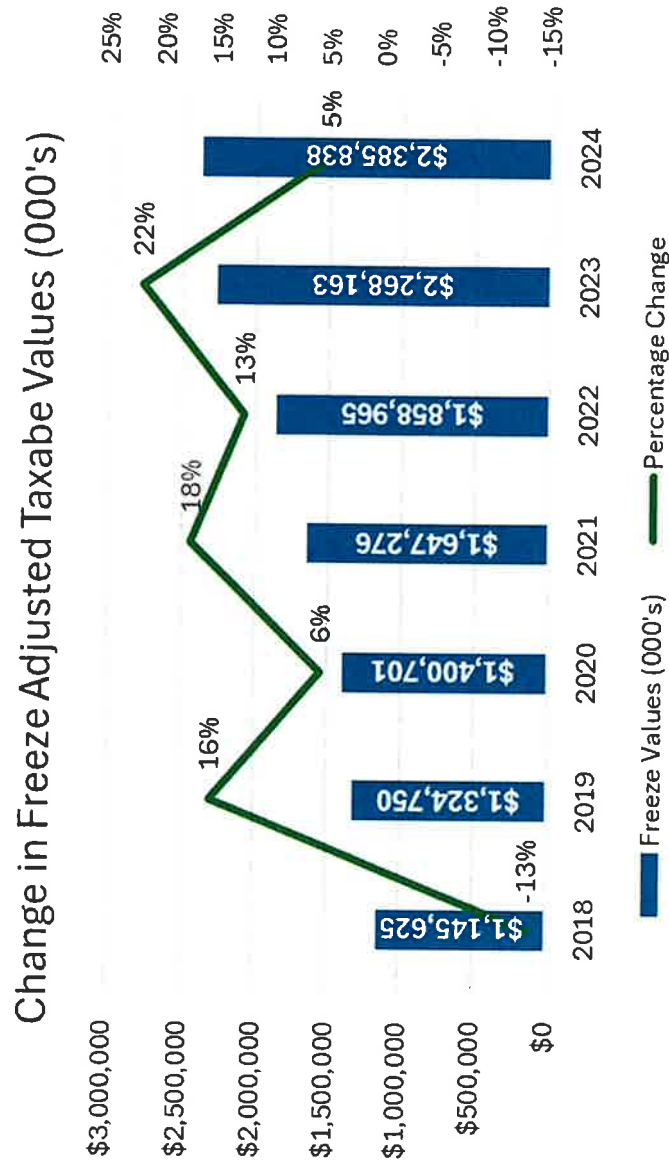
Since 2022, homestead exemption is now pro-rated (not just January 1st) with up to a two-year look back

- There are months now where the City receives \$0 from the Tax Assessor-Collector
- M&O side is not restricted
- I&S side is restricted
- M&O side can be used for 380 agreements (e.g. Pearl Point 1 & 2)



Major Revenue Review & Slowing Growth 2025-2026 Budget

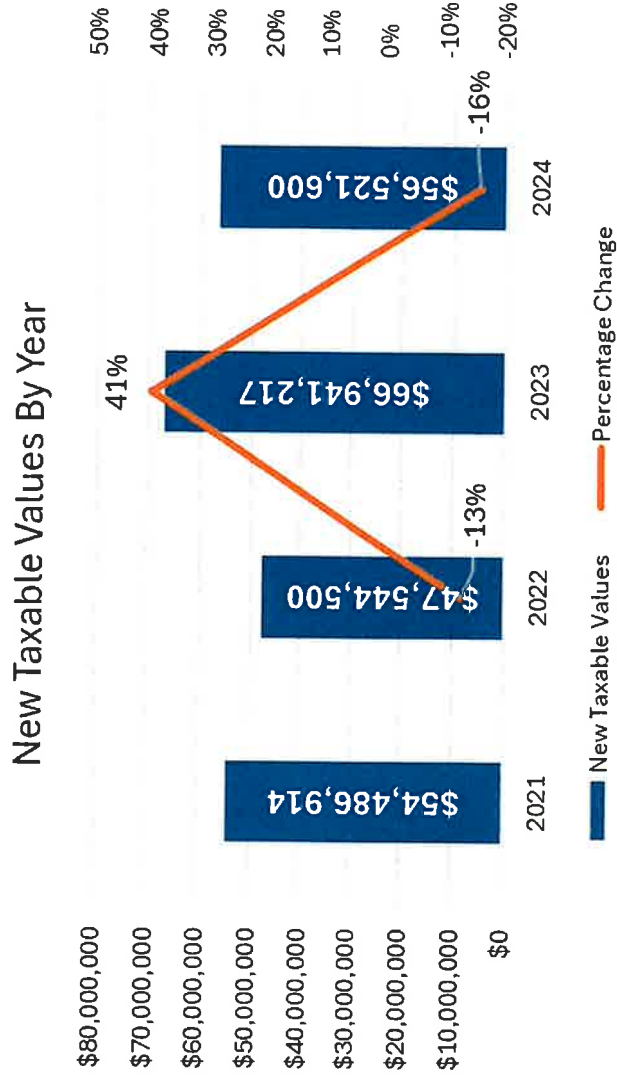
- Freeze Adjusted Values up 5% from 2023
- Lowest growth rate since 2018





Major Revenue Review & Slowing Growth 2025-2026 Budget

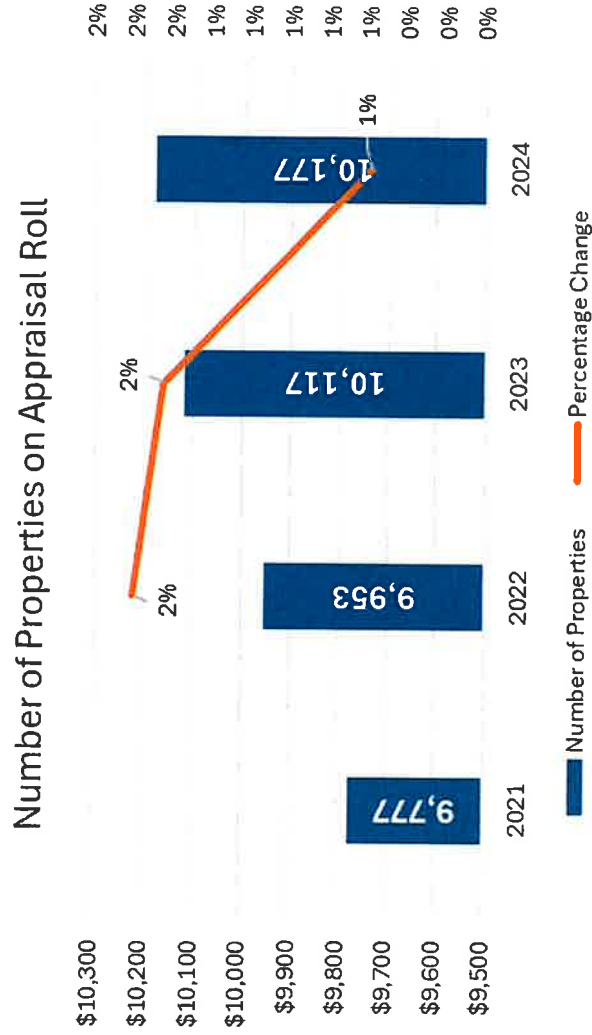
- New Taxable Values down 16% from 2023
- New Values are folded into No New Revenue calculation before 3.5% cap, so City no longer gets the benefit of new values added to the rolls
- Slowing trend





Major Revenue Review & Slowing Growth 2025-2026 Budget

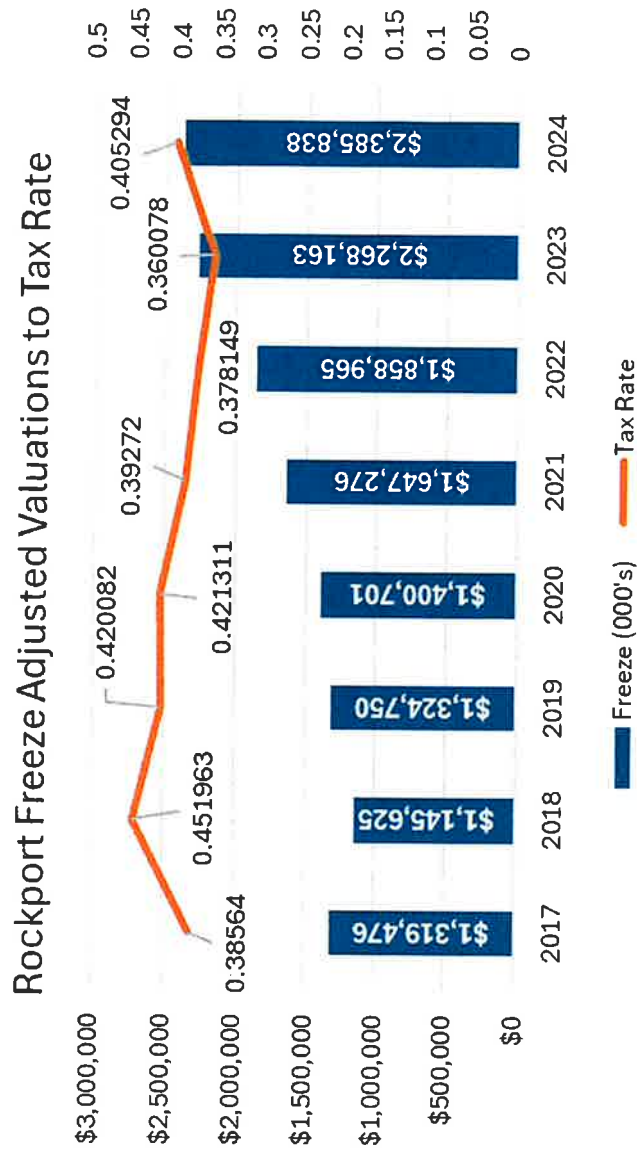
- Number of Properties added to Appraisal Roll is slowing





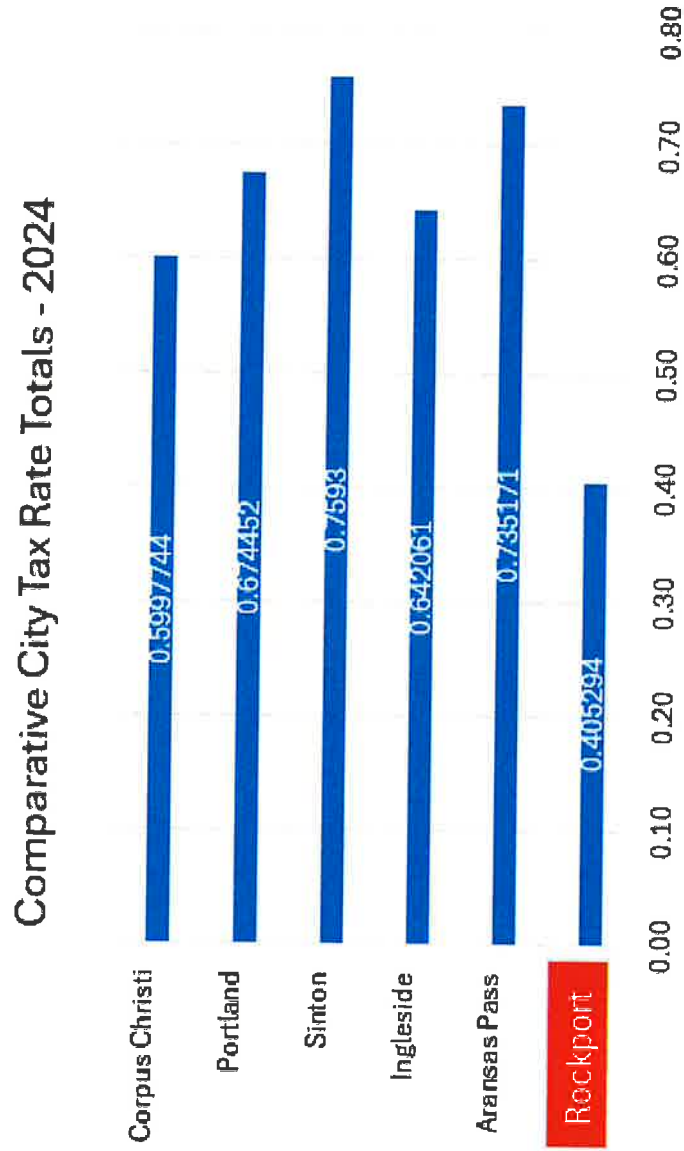
Major Revenue Review & Slowing Growth 2025-2026 Budget

- Freeze Adjusted Values with approved Tax Rates
- Inverse relationship between values and the tax rate
- Exercised a tax increment of .017922/\$100 in 2024, which provided \$414,802 in additional property tax revenue
- No unused tax increments available for 2025 at this time





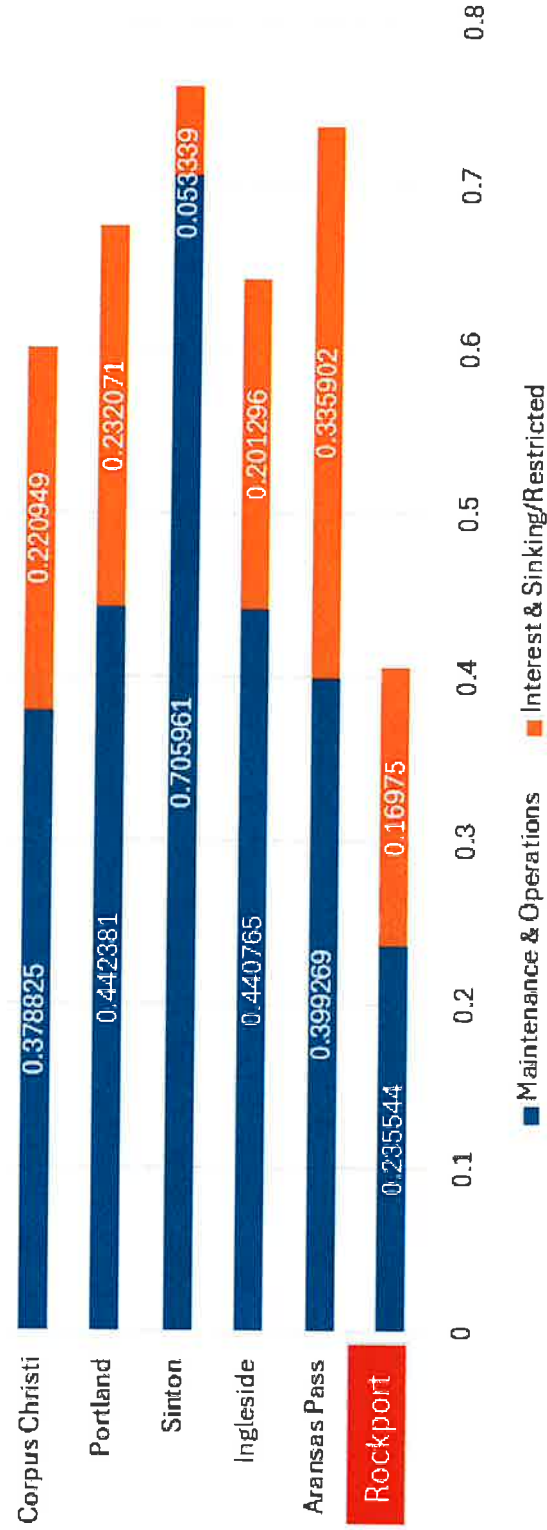
Major Revenue Review & Slowing Growth 2025-2026 Budget





Major Revenue Review & Slowing Growth 2025-2026 Budget

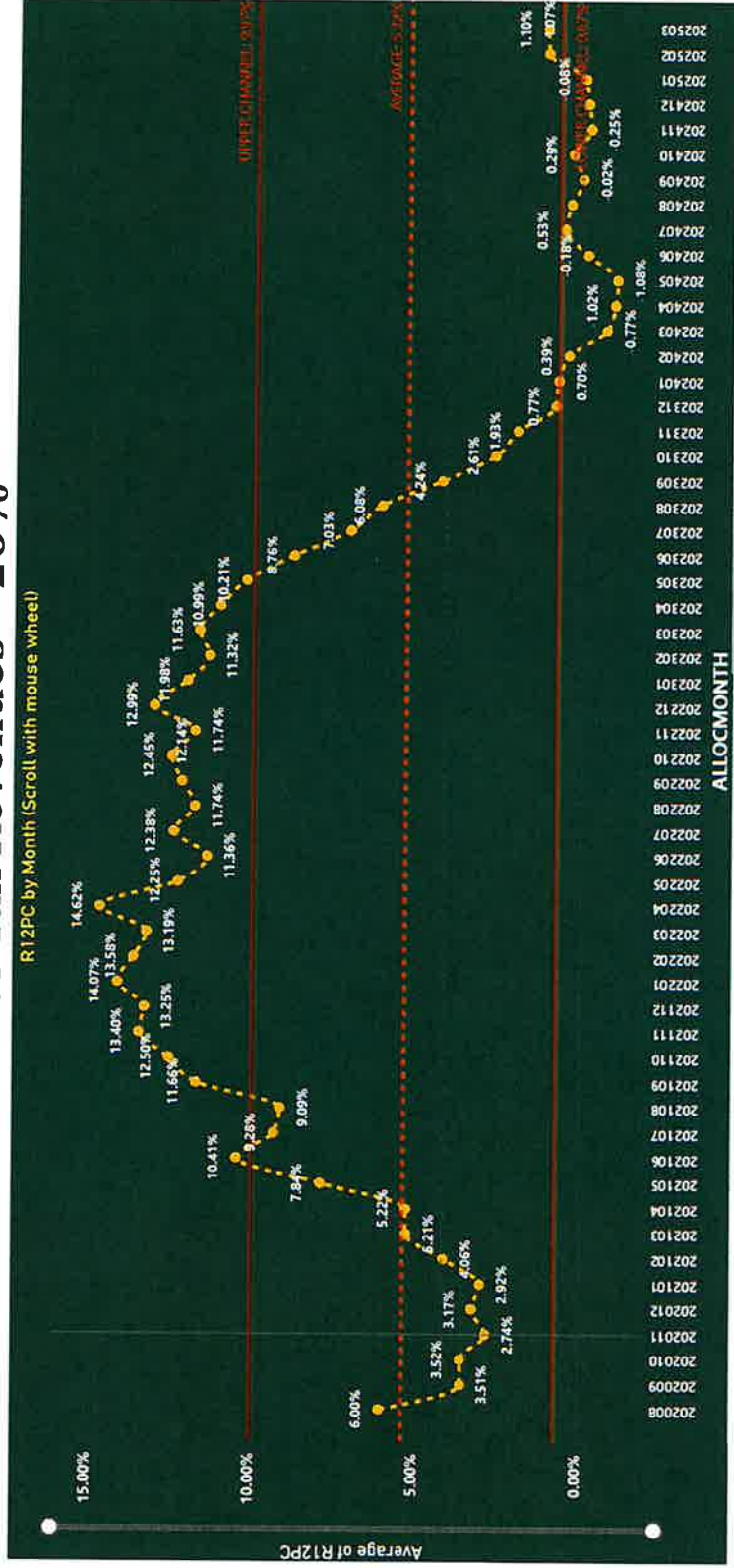
Comparative Area City Taxes - 2024





Major Revenue Review & Slowing Growth 2025-2026 Budget

Sales Tax Revenues – 26%





Major Revenue Review & Slowing Growth 2025-2026 Budget

Sales Tax Revenues – 26%

- Less stable and predictable source of major revenues as is an exchange type (transaction) and subject to external factors
- Funds for the City, are unrestricted
- Can be used for 380 agreements (e.g. Ace Hardware)



Major Revenue Review & Slowing Growth 2025-2026 Budget

Operating Transfers – 9%

- Less stable and predictable source of exchange type revenue as is subject to external factors and internal operations
- Funds are unrestricted

[illegible]

State 3 water restrictions went into place at the beginning of January. As expected, YoY water revenues are down double digits, which in turn drags down sewer revenues.



Contracts/Practices Pressuring City Budgets

Contracts Pressuring City Budget – 380 Property Tax Agreements – (Taxes flat @ 60%/40% split)

Model if taxes are stay flat @ \$100,000 per year:

M&O I&S	60%		40%											
	City of Lost Hope and Dignity 380 Property Tax Agreement		City of Lost Hope and Dignity 380 Property Tax Agreement											
Contract Year	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Percentage of Property Tax	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%				
Property Taxes Paid-In	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
General Fund (M&O side)	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Debt Service Fund (I&S side)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
City Reimbursement	\$ 100,000	\$ 90,000	\$ 80,000	\$ 70,000	\$ 60,000	\$ 50,000	\$ 40,000	\$ 30,000	\$ 20,000	\$ 10,000	\$ 0	\$ 0	\$ 0	\$ 0
General Fund Budget Loss	\$ (40,000)	\$ (30,000)	\$ (20,000)	\$ (10,000)	\$ 0	\$ 10,000	\$ 20,000	\$ 30,000	\$ 40,000	\$ 50,000	\$ 60,000	\$ 70,000	\$ 80,000	\$ 90,000

380 Property Tax Agreements generally are subsidized by the General Fund up until the I&S percentage is absorbed as the I&S side is restricted. The General Fund breakeven is the year the percentage of I&S subsidy is reached (e.g. 60% in this example).



Current Utility Practices Pressuring Budgets

Practice of allowing Utility Customers the option to turn off meters and not pay the minimum rate when they are not in Rockport for long periods of time. (Currently there are 87 “Active <on hold>” Accounts)

- The City borrows money for capital expenditures and the debt service does not stop just because someone is out of town
- Utility Billing closes out the account and refunds the deposit generating more administrative time, checks, and postage.
- Crews and Customer Service do not stop working just because someone is out of town, they continue to monitor that service and will respond to that location if needed
- The end result is the other Utility Customers pay that out-of-town Customer’s vacancy impact to the system - this includes the Fire Fund, Water, Sewer (potentially, if not on septic) and trash/franchise fee.
- Almost \$85,000 a year or \$1,000 per year per “Active <on hold>” Account customer.



Current Utility Practices Pressuring Budgets

Utility Operations

Utilities are different than the rest of the organization – they are business type entities

Over 11,000 accounts have to be metered/read/recorded/checked for reasonableness/billed/mailed/paid or disconnect notice sent out/paid or sent out to disconnect then paid - within a 30-day time frame.

That process is performed within and amongst researching theft, misuse, abuse, helping and explaining to customers their bill/accounts, water disconnects/reconnects, new meters and closing accounts.



Current Utility Practices Pressuring Budgets

Utility Operations

Given the huge volume and tight scheduling and coordination, the processes are key to operating a well-run Utility Billing Office at a reasonable cost to the customers.

Customers pushing back on efficient operations (i.e. think they do not have to follow the rules) cost the other customers money as the Utility runs at “Cost of Service” – which is why the utility rate studies are termed Cost of Service.



Current Utility Practices Pressuring Budgets

Utility Operations

Common issues include:

Paper accounts – Decedent name-only Accounts (put your wife or husband's name on the account)

It is treated just like your bank account

Why?

Because there are funds (deposits/credit balances, etc.) within these accounts (utility & bank) that need to be protected.

Examples of grift are unbelievable between family members



Current Contract Pressuring Budgets

Contract for energy savings and AML utility meters

- City of Rockport is in the 7th year of an 18-Year Lease Amortization impacting:
 - Gas @ 40%
 - Water/Wastewater @ 60%
- Original amount of lease was \$9,319,539 at about 5%
- Lease Payments gradually increase from \$300,000 every six months to almost \$400,000
- System is already end of life in many aspects, requiring more and more physical reads, time, and expense



Fire Fund Contributions

- February YoY experienced the first decline in customers voluntarily contributing to the Fire Fund to support the area Volunteer Fire Departments.

RS Robbie Sorrell 3/21 11:33 AM

Fire Fund Comparison

<u>February 2023</u>	<u>February 2024</u>	<u>February 2025</u>
9,987	10,099	10,080



- Current program is an opt-in
- Recommend moving to an opt-out program to increase participation because the Volunteer Firefighters will respond regardless of participation.

RS Reply



Contracts Need To Be Reviewed and Rewritten

- Review and rewrite existing contracts as they come due to better represent City interests and costs

Example: Grey Water contracts need to be “take or pay” so we can see if we have enough capacity for another grey water line?



Budget/Actuals as of 3.31.25 (Six Months)



General Fund YTD Actuals vs. Budget at 50%

General Fund Revenues	Budget	YTD	% of Budget
Property Taxes	\$ 6,327,610	\$ 5,949,318	94%
Sales	\$ 3,757,125	\$ 1,822,343	49%
Occupational/Mixed Beverage	\$ 130,000	\$ 65,487	50%
Franchise Fees	\$ 1,914,309	\$ 945,587	49%
Licenses & Permits	\$ 579,540	\$ 220,387	38%
Intergovernmental Transfers	\$ 60,000	\$ 27,648	46%
Fines & Fees	\$ 150,100	\$ 81,716	54%
Interest Income	\$ 105,000	\$ 53,303	51%
Charges for Services	\$ 22,000	\$ 36,449	166%
Rents	\$ 13,200	\$ 5,500	42%
Operating Transfers Event Reven	\$ 1,793,482	\$ 899,442	50%
Other Revenues	\$ 169,091	\$ 88,154	52%
Total Revenues	\$ 15,021,457	\$ 10,195,333	68%

Usage percentages overall are within 1% of that last year of 69%

Property Taxes being due by January 31st skew the percentages



General Fund YTD Actuals vs. Budget at 50%

General Fund Expenditures	Budget	YTD	% of Budget
Mayor and Council	\$ 149,723	\$ 46,850	31%
Human Resources	\$ 168,307	\$ 81,696	49%
Municipal Court	\$ 259,202	\$ 93,672	36%
Finance	\$ 510,171	\$ 230,971	45%
City Secretary	\$ 214,705	\$ 73,949	34%
City Manager's Office	\$ 567,360	\$ 289,726	51%
Information Technology	\$ 313,909	\$ 158,108	50%
Police Administration	\$ 1,388,394	\$ 651,405	47%
Police Patrol	\$ 2,643,128	\$ 1,227,333	46%
Police CID	\$ 857,951	\$ 335,595	39%
Emergency Operations	\$ 11,000	\$ 202	2%
Building & Development Admin	\$ 425,434	\$ 173,962	41%
Inspections	\$ 322,723	\$ 161,592	50%
Code Enforcement	\$ 450,392	\$ 112,253	25%
Streets	\$ 1,659,964	\$ 658,641	40%
Building Operations & Maint	\$ 786,323	\$ 134,565	17%
Parks & Leisure Services	\$ 1,463,370	\$ 671,093	46%
Non-departmental	\$ 2,829,401	\$ 824,885	29%
Overall	\$ 15,021,457	\$ 5,926,495	39%

Usage percentages overall are within 2% of that last year of 41%



Utility Fund YTD Actuals vs. Budget at 50%

Utility Fund Revenues	Budget	YTD	% of Budget	Usage percentages overall are within 3% of that last year of 49%
Interest Income	\$ 250,000	\$ 119,772	48%	
Charges for Service	\$ 15,104,629	\$ 6,920,584	46%	
Operating Transfers	\$ 90,000	\$ 37,500	42%	
Other Revenues	\$ 360,991	\$ 202,899	56%	
Overall	\$ 15,805,620	\$ 7,280,755	46%	



Utility Fund YTD Actuals vs. Budget at 50%

	Budget	YTD	% of Budget
Utility Fund Expenses			
Water Storage & Distribution	\$ 7,336,929	\$ 2,919,679	40%
Sewage Collection	\$ 2,525,146	\$ 984,022	39%
Utility Customer Service	\$ 884,347	\$ 383,283	43%
Non-departmental	\$ 5,059,198	\$ 1,806,187	36%
Overall	\$ 15,805,620	\$ 6,093,171	39%

Usage percentages overall are within 3% of that last year of 42%



Financial & Budget Priorities 2025-2026



Financial Priorities 2025-2026

- Need 2024 Audit beginning Fund Balances (expected to present to Council in May)
- Reserves are recommended to be 180 days of expenditures, at the end of FY 2023, the City had 111 days. The number of reserve days at the end of FY 2024 will probably be even less
- Need to eliminate and roll some funds into the General Fund (Pool, etc.) to clean up funds and properly report
- If other funds with negative fund balance need to be covered by the General Fund



Financial Priorities 2025-2026

- Continue cleanup of all contracts and practices to better calculate and manage budgets.
- Past practices or interpretations are not always good for the City

If we are going to do something, we want to do it correctly



Budget Priorities 2025-2026

- 1) Recommend adopting Voter Approved Rate (3.5% Max.)*
 - ❖ Need working capital to provide core services and COLA (90% vs. 40% turnover)
 - ❖ Adding more square footage to maintain with headquarters coming online
 - ❖ Absorbing/not adding Gas employees
 - ❖ Budgeting of Marketing Position for Hotel/Motel
 - 2) Need to approve additional debt issuance for Vehicles/Equipment & CIP, and Reimbursement for Rockport Volunteer Fire Department
- (brief review of what we did with 2024 Tax Notes on next slide)



Budget Priorities 2025-2026 Review of V&E & CIP Funding

- The use of tax notes for CIP and V&E replacement appears to be a successful transition away from Vehicle and Equipment Sinking funds – again due to the 3.5% M&O cap.
- We issued about \$3M in 2024 Tax Notes to fund the 2024-2025 fiscal budget year. At halfway through the fiscal-year we have committed or spent over \$1.8M.
- The goal was to issue short-term debt, at a cheaper interest rate, in smaller amounts to mimic what the City use to be able to do when the tax rate could go up 8% each year.
- While this is more expensive (about 2%) from an issuance cost standpoint, we have already recouped that with the higher short-term interest rates.



Budget Priorities 2025-2026 (cont.)

- 3) Should the outcome of the current Salary Study be benign, Recommend Cost of Living Adjustment/Performance Pay to ameliorate staff turnover and loss of institutional knowledge
- 4) Departments need to continue scrubbing their operating budgets for capital expenditures and push them to CIP

Do not use your HEB money to buy a car

- 5) Budget for and continue with Wildan 5-year Water/Wastewater study
- 6) Need to incorporate Council's Strategic Budget City processes



Water Rates 5-years Approved



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 "UTILITIES," ARTICLE II. "WATER SERVICE," DIVISION 3. "SERVICE CHARGES," SECTIONS 102-56, 102-57, and 102-58 BY AMENDING WATER RATES FOR ALL CUSTOMERS; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT TO SECTIONS 102-56, 102-57, AND 102-58.

Chapter 102 "Utilities," Article II. "Water Service," Division 3 "Service Charges," Sections 102-56, 102-57, and 102-58 of the City's Code of Ordinances are hereby amended to wit:

Sec. 102-56. - Water rates inside city limits.

(a) There shall be charged and collected by the city from all residential customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customers usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
¾	\$22.52	\$23.42	\$24.12	\$24.85	\$25.34	\$25.85
1	\$27.21	\$28.30	\$29.15	\$30.02	\$30.62	\$31.23
1½	\$30.39	\$32.41	\$33.98	\$35.60	\$36.71	\$37.84
2	\$78.24	\$81.37	\$83.81	\$86.33	\$88.05	\$89.81
3	\$152.51	\$158.61	\$163.37	\$168.27	\$171.64	\$175.07
4 or larger	\$236.07	\$245.51	\$252.88	\$260.46	\$265.67	\$270.99

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$6.04 per ~~month~~ for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:



<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$6.28	\$6.47	\$6.66	\$6.80	\$6.93

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$7.08 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle; the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$7.36	\$7.58	\$7.81	\$7.97	\$8.13

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$8.04 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle; the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$8.36	\$8.61	\$8.87	\$9.05	\$9.23

(b) There shall be charged and collected by the city from all commercial customers of water supplied by the city inside its city limits, as now or hereafter established, the amount of money based upon the size of the customers tap and the customer's usage (in gallons of water); Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, ~~the following sum per cycle~~ shall be effective on the first billing cycle after October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

<u>Tap Size</u> <u>(Inches)</u>	<u>MINIMUM</u>	<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>	<u>October</u>
	<u>CHARGES</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
¾	\$23.04	\$24.87	\$25.61	\$26.38	\$26.91	\$27.45
1	\$28.89	\$30.05	\$30.95	\$31.88	\$32.51	\$33.16
1½	\$53.50	\$55.64	\$57.31	\$59.03	\$60.21	\$61.41
2	\$83.07	\$86.39	\$88.98	\$91.65	\$93.49	\$95.36
3	\$164.03	\$168.41	\$173.46	\$178.66	\$182.24	\$185.88
4 or larger	\$250.66	\$260.69	\$268.51	\$276.56	\$282.09	\$287.74



(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$6.41 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:-

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$6.67	\$6.87	\$7.07	\$7.21	\$7.36

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$7.54 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.81	\$8.04	\$8.29	\$8.45	\$8.62

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$8.54 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$8.88	\$9.15	\$9.42	\$9.61	\$9.80

Sec. 102-57 Wholesale Water Rates (Copano Cove)

There shall be charged and collected by the city from all contracted resale customers, the sum of \$4.92 per month for each 1,000 gallons, or fractional part thereof, used in any one regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
\$7.21	\$7.42	\$7.65	\$7.80	\$7.96

Sec. 102-58 Water rates outside city limits.

(a) There shall be charged and collected by the city from all customers of water supplied by the city outside its city limits, including customers residing within the Town of Fulton city limits, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after



October 1 of each year identified below:

- (1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
¾	\$29.95	\$29.95	\$29.95	\$29.95	\$30.41	\$31.02
1	\$36.21	\$36.21	\$36.21	\$36.21	\$36.75	\$37.48
1½	\$67.62	\$67.62	\$67.62	\$67.62	\$68.05	\$69.41
2	\$104.68	\$104.68	\$104.68	\$104.68	\$105.66	\$107.78
3	\$204.36	\$204.36	\$204.36	\$204.36	\$205.96	\$210.08
4 or larger	\$316.45	\$316.45	\$316.45	\$316.45	\$318.81	\$325.18

- (2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$8.16	\$8.16	\$8.16	\$8.16	\$8.32

- (3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$9.59 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$9.59	\$9.59	\$9.59	\$9.56	\$9.75

- (4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$10.90 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$10.90	\$10.90	\$10.90	\$10.86	\$11.08



(b) There shall be charged and collected by the city, for all commercial customers of water supplied by the city outside its city limits, as now or hereafter established, the amount of money based upon the size of the customer's tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

(1) For the first 1,500 gallons, or fractional part thereof, used in any one monthly regular billing cycle by any one user, the following sum per cycle:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
¾	\$29.95	\$29.95	\$29.95	\$29.95	\$32.29	\$32.94
1	\$36.21	\$36.21	\$36.21	\$36.21	\$39.02	\$39.80
1½	\$67.62	\$67.62	\$67.62	\$67.62	\$72.25	\$73.70
2	\$104.68	\$104.68	\$104.68	\$104.68	\$112.18	\$114.43
3	\$204.36	\$204.36	\$204.36	\$204.36	\$218.68	\$223.06
4 or larger	\$316.45	\$316.45	\$316.45	\$316.45	\$338.51	\$345.28

(2) If applicable, for all additional gallons used over 1,501 to 10,000, the sum of \$8.16 per month for each 1,000 gallons, or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$8.16	\$8.16	\$8.16	\$8.66	\$8.83

(3) Conservation billing. If applicable for all gallons used over 10,001 to 15,000, the sum of \$9.59 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$9.59	\$9.59	\$9.59	\$10.14	\$10.34

(4) Conservation billing. If applicable for all gallons used over 15,001 and up, the sum of \$10.90 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:



October 2024	October 2025	October 2026	October 2027	October 2028
\$10.90	\$10.90	\$10.90	\$11.53	\$11.76

SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose. Without any Council action, these rates will follow that of the schedule attached.

SECTION 4. FINDINGS.

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

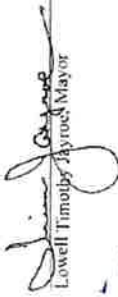
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ROCKPORT, TEXAS.

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.

ATTEST:


Shelley Goodwin, TRM/Clerk
City Secretary


Lowell Timothy Jayroe, Mayor

Published in the Rockport Pilot on Thursday, September



Wastewater Rates 5-years Approved



ORDINANCE NO. 1953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 102 "UTILITIES", ARTICLE III. "WASTEWATER SERVICE", DIVISION 4. "SERVICE CHARGES," SECTIONS 102-266, 102-267, AND 102-269 BY AMENDING WASTEWATER RATES FOR ALL CUSTOMERS; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT SECTIONS 102-266, 102-267, AND 102-269.

Chapter 102 "Utilities", Article III. "Wastewater Service", Division 4 "Service Charges," Sections 102-266, 102-267, and 102-269 of the City's Code of Ordinances are hereby amended to wit:

Sec. 102-266. Wastewater rates inside city limits.

a) *Residential/single-family.* There shall be charged and collected by the city from all residential/single-family customers connected to wastewater utility system inside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's usage (in gallons of water) . . . Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 0 to 1,500 gallons, or fractional part thereof, used in any one billing calendar month by any one user, the following sum per month:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
1/2	\$25.20	\$28.11	\$30.64	\$33.09	\$35.74	\$38.60
1 or larger	\$29.43	\$32.07	\$34.55	\$37.75	\$40.77	\$44.03

2. For all additional gallons used over 1,500 gallons the sum of \$4.79 for each 1,000 gallons up to 5,000 gallons or fractional part thereof, used in any one monthly billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$5.22	\$5.69	\$6.15	\$6.64	\$7.17



3. For all additional gallons used over 5,000 gallons the ~~sum of \$5.62~~ for each 1,000 gallons up to 15,000 gallons or fractional part thereof, used in any one calendar month, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
	\$6.13	\$6.08	\$7.21	\$7.79	\$8.41

- b) *Nonresidential/non-single-family*: There shall be charged and collected by the city from all nonresidential/non-single-family customers connected to wastewater utility system inside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's water usage (in gallons of water).^a Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 1,500 gallons, or fractional part thereof, used in any one monthly billing calendar month by any one user, the following sum per month, to wit:

Tap Size (Inches)	MINIMUM CHARGES	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
¾	\$29.64	\$32.31	\$35.22	\$38.03	\$41.08	\$44.36
1	\$37.03	\$40.36	\$44.00	\$47.51	\$51.32	\$55.42
1½	\$44.46	\$48.46	\$52.82	\$57.05	\$61.61	\$66.54
2	\$59.28	\$64.62	\$70.33	\$76.07	\$82.15	\$88.72
3	\$118.52	\$129.24	\$140.87	\$152.14	\$164.31	\$177.46
4 or larger	\$185.25	\$201.92	\$220.10	\$237.70	\$256.72	\$277.26

2. For all additional gallons used over 1,500 the ~~sum of \$5.44~~ for each 1,000 gallons up to 5,000 or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
	\$5.93	\$6.46	\$6.98	\$7.54	\$8.14



3. For all additional gallons used over 5,000 gallons the sum of \$6.38 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
	\$6.95	\$7.58	\$8.19	\$8.84	\$9.55

Sec. 102-267. Wastewater rates outside city limits.

- a) *Residential/single-family* There shall be charged and collected by the city from all residential/single-family customers connected to wastewater utility system outside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's usage (in gallons of water). Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 0 to 1,500 gallons, or fractional part thereof, used in any one billing calendar month by any one user, the following sum per month:

Tap Size (Inches)	MINIMUM CHARGES	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
1/4	\$32.70	\$32.70	\$36.77	\$39.71	\$42.89	\$46.32
1 or larger	\$40.84	\$40.84	\$41.94	\$45.30	\$48.92	\$52.84

2. For all additional gallons used over 1,500 gallons the sum of \$6.79 for each 1,000 gallons up to 5,000 gallons or fractional part thereof, used in any one monthly billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
	\$5.97	\$6.83	\$7.38	\$7.97	\$8.60

3. For all additional gallons used over 5,000 gallons the sum of \$7.05 for each 1,000 gallons up to 15,000 gallons or fractional part thereof, used in any one calendar month, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

	<u>October</u> <u>2024</u>	<u>October</u> <u>2025</u>	<u>October</u> <u>2026</u>	<u>October</u> <u>2027</u>	<u>October</u> <u>2028</u>
	\$7.05	\$8.01	\$8.65	\$9.35	\$10.09



- b) *Nonresidential/non-single-family.* There shall be charged and collected by the city from all nonresidential/non-single-family customers connected to wastewater utility system outside its city limits, as now or hereafter established, the amount of money based upon the customer's water tap and the customer's water usage (in gallons of water).¹ Said rates, as set forth in the following schedule of rates and charges, used in any one monthly regular billing cycle by any one user, shall be effective on the first billing cycle after October 1 of each year identified below:

1. For the first 1,500 gallons, or fractional part thereof, used in any one monthly billing calendar month by any one user, the following sum per month, to wit:

Tap Size (Inches)	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
1/4	\$12.60	\$12.60	\$17.26	\$45.64	\$49.29	\$53.23
1	\$40.84	\$40.84	\$52.79	\$57.02	\$61.58	\$66.51
1 1/2	\$49.03	\$49.03	\$63.39	\$68.46	\$73.94	\$79.85
2	\$65.35	\$65.35	\$84.32	\$91.38	\$98.58	\$106.47
3	\$130.70	\$130.70	\$169.05	\$183.57	\$197.18	\$212.95
4 or larger	\$204.22	\$204.22	\$264.11	\$285.24	\$308.06	\$332.71

2. For all additional gallons used over 1,500 the sum of \$5.95 for each 1,000 gallons up to 5,000 or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$5.95	\$7.76	\$8.38	\$9.05	\$9.77

3. For all additional gallons used over 5,000 the sum of \$7.05 for each 1,000 gallons or fractional part thereof, used in any one monthly regular billing cycle, the following rates shall be effective on the first billing cycle after October 1 of each year identified below:

October 2024	October 2025	October 2026	October 2027	October 2028
\$7.05	\$9.10	\$9.82	\$10.61	\$11.46



Sec 102-269. Rates if not on city water

Any person using the city wastewater utility system, and not connected full-time to its municipal water system shall pay the following monthly charges which shall be effective on the first billing cycle after October 1 of each year identified below:

a. For locations inside the city limits of the City:

Account Type	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
Residential/ Single Family	\$46.38	\$50.55	\$52.10	\$59.51	\$64.27	\$69.42
Nonresidential/ Non-single family	\$52.79	\$57.54	\$62.72	\$67.74	\$73.16	\$79.01
Commercial operations (carwashes/laundry),* minimum	\$229.86	\$250.55	\$273.10	\$294.94	\$318.54	\$344.02

b. For locations outside the city limits of the City:

Account Type	MINIMUM CHARGES	October 2024	October 2025	October 2026	October 2027	October 2028
Residential/ Single Family	\$55.89	\$55.89	\$66.12	\$71.41	\$77.13	\$83.30
Nonresidential/ Non-single family	\$63.58	\$63.58	\$75.26	\$81.28	\$87.79	\$94.81
Commercial operations (carwashes/laundry),* minimum	\$272.96	\$272.96	\$327.72	\$333.93	\$382.25	\$412.83

* Rate will be determined by the director of public works or his designee by comparing like services to other nonresidential users.



SECTION 2. REPEALER.

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

SECTION 3. SEVERABILITY.

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose. Without any Council action, these rates will follow that of the schedule attached.

SECTION 4. FINDINGS.

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

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

APPROVED on first reading on the 3 day of September, 2024.

APPROVED on second and final reading on the 10 day of September, 2024.


Lowell Timothy Jayne, Mayor

ATTEST:


Shelley Loydwin, TRMC/CMC
City Secretary

Published in the Rockport Pilot on Thursday, September 19, 2024.

WASTEWATER RATE ORDINANCE

PAGE 6 OF 6



Work as a Team

- We are not a large organization, so we have to work closely together
- The people remaining after the last few years of attrition are key players now and we all are having to do things that we were not doing before

Please refrain from asking for pay increases or additional personnel outside of the Budget process – this is why we have an annual Budget Season.



Budget Calendar

BUDGET PROCESS CALENDAR

FEBRUARY	
2/17 & 2/18/2025	Strategic Planning Workshop with Staff
2/20/2025	Budget Calendar Meeting
MARCH	
3/5/2025	Mission & Vision Strategic Planning Meeting with Council
APRIL	
4/10/2025	Pre-Strategic Planning Meeting with Staff
4/16/2025	Distributed Department New Initiative Forms and Goals & Objectives Forms
4/21/2025	Strategic Planning Workshop with Council and Staff (9-5) - finish strategic plan and financial positioning
4/30/2025	Receive Certified Estimate from Aransas County Appraisal District



Work as a Team

Questions?

City?

Department?

Individually?



Preliminary Rates – Update after 4/30/2025

7/3/2024

Certified Ad Valorem Tax Rate Comp:

I&S Rate \$,208,260			
	2023 Tax Rate	2024 Estimated Tax Rate	2024 Uncertified Increase
M & O Tax Rate	\$ 0.213583	\$ 0.221058	\$ 0.007475
I & S Tax Rate	\$ 0.146495	\$ 0.208260	\$ 0.061765
Total Tax Rate	\$ 0.360078	\$ 0.429319	\$ 0.069241
Total Taxable Value	\$ 2,268,163,280	\$ 2,385,838,011	
Total Tax Levy			
Total Tax Levy	\$ 8,167,157	\$ 10,242,846	
Over 65 Frozen Taxes	\$ 1,235,778	\$ 1,392,082	
Disabled Frozen Taxes	\$ 17,207	\$ 16,804	
Total Tax Levy	\$ 9,420,142	\$ 11,651,732	
Total Tax Revenue			
Total Levy	\$ 9,420,142	\$ 11,651,732	
Collection Ratio	98.50%	98.50%	
Total Tax Revenue	\$ 9,278,839	\$ 11,476,956	
Revenue Allocation by Fund			
M & O General Fund	\$ 5,503,814	\$ 5,909,545	\$ 405,731
I&S Debt Service Fund	\$ 3,775,025	\$ 5,567,411	\$ 1,792,386
Total Tax Revenue	\$ 9,278,839	\$ 11,476,956	\$ 2,198,117
Revenue Difference from 2023			
Additional Revenue		\$2,198,117	
% Increase in Revenue		23.7%	

M&O includes 3.5%
Voter Approved

I&S rate includes
pennies to cover:

- 1) almost all debt service;
- 2) V&E replacement,
- 3) CIP Projects including completion of City Hall; and a
- 4) balanced budget capable of funding a COLA and one Police Officer

City

Total Outstanding O

FYE 9/30	Public Safety Cntr Lease	GO Ref Bonds Series 2012	Comb. Tax & Rev. COs Series 2014	GO Ref Bonds Series 2014	Comb. Tax & Rev. COs Series 2015	GO Ref Bonds Series 2015
2025	\$ -	\$ 706,125	\$ 262,231	\$ 1,522,988	\$ 139,306	\$ 11,700
2026	-	710,500	264,581	1,524,581	141,138	11,700
2027	-	-	261,613	1,174,438	137,888	365,850
2028	-	-	263,325	-	139,556	-
2029	-	-	264,613	-	140,788	-
2030	-	-	265,475	-	141,569	-
2031	-	-	261,019	-	137,256	-
2032	-	-	261,244	-	137,850	-
2033	-	-	261,044	-	138,100	-
2034	-	-	260,419	-	138,000	-
2035	-	-	-	-	137,700	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-
Total	\$ -	\$ 1,416,625	\$ 2,625,563	\$ 4,222,006	\$ 1,529,150	\$ 389,250

Debt Paid by In

FYE 9/30	Public Safety Cntr Lease	GO Ref Bonds Series 2012	Rev. COs Series 2014	GO Ref Bonds Series 2014	Comb. Tax & Rev. COs Series 2015	GO Ref Bonds Series 2015
	100.00%	100.00%	100.00%	83.47%	100.00%	78.68%
2025	\$ -	\$ 706,125	\$ 262,231	\$ 1,271,267	\$ 139,306	\$ 9,206
2026	-	710,500	264,581	1,272,597	141,138	9,206
2027	-	-	261,613	980,325	137,888	287,851
2028	-	-	263,325	-	139,556	-
2029	-	-	264,613	-	140,788	-
2030	-	-	265,475	-	141,569	-
2031	-	-	261,019	-	137,256	-
2032	-	-	261,244	-	137,850	-
2033	-	-	261,044	-	138,100	-
2034	-	-	260,419	-	138,000	-
2035	-	-	-	-	137,700	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-

Total	\$	-	\$ 1,416,625	\$ 2,625,563	\$ 3,524,189	\$ 1,529,150	\$ 306,262
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Debt P.

FYE	Public	GO Ref	Rev. COs	GO Ref	Comb. Tax	GO Ref
9/30	Safety	Bonds	Series 2014	Bonds	& Rev. COs	Bonds
	Cntr Lease	Series 2012		Series 2014	Series 2015	Series 2015
	0.00%	0.00%	0.00%	16.53%	0.00%	21.32%
2025	\$ -	\$ -	\$ -	\$ 251,721	\$ -	\$ 2,494
2026	-	-	-	251,984	-	2,494
2027	-	-	-	194,112	-	77,999
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ 697,817	\$ -	\$ 82,988

Debt Paid

FYE	Public	GO Ref	Rev. COs	GO Ref	Comb. Tax	GO Ref
9/30	Safety	Bonds	Series 2014	Bonds	& Rev. COs	Bonds
	Cntr Lease	Series 2012		Series 2014	Series 2015	Series 2015
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026	-	-	-	-	-	-
2027	-	-	-	-	-	-
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-

2040	-	-	-	-	-	-	-	-	-	-
Total	\$	-	\$	-	\$	-	\$	-	\$	-

of Rockport

bligations (Debt & Capital Leases)

Comb. Tax & Rev. COs Series 2016	GO Ref Bonds Series 2017	Tax Notes Series 2020	Tax Notes Series 2022	GO Ref Bonds Series 2022	Energy Consrvtm Lease	Tax Notes Series 2024
\$ 227,700	\$ 742,200	\$ -	\$ 843,800	\$ 802,000	\$ 756,414	\$ 497,736
227,025	741,900	-	904,300	832,700	759,576	497,285
227,000	740,600	-	1,304,400	842,000	762,558	496,857
231,750	743,200	-	2,505,400	840,500	593,978	495,869
231,275	744,600	-	2,504,100	838,400	773,031	494,319
230,650	-	-	-	1,052,825	775,487	497,115
229,875	-	-	-	1,053,200	777,723	499,163
228,950	-	-	-	1,051,825	779,735	-
227,875	-	-	-	1,052,600	781,509	-
231,575	-	-	-	1,050,800	783,035	-
230,050	-	-	-	1,052,700	784,301	-
228,375	-	-	-	1,053,200	785,298	-
-	-	-	-	1,052,300	-	-
-	-	-	-	1,054,900	-	-
-	-	-	-	1,055,900	-	-
-	-	-	-	1,045,500	-	-
\$ 2,752,100	\$ 3,712,500	\$ -	\$ 8,062,000	\$ 15,731,350	\$ 9,112,644	\$ 3,478,344

terest & Sinking Fund Taxes

Comb. Tax & Rev. COs Series 2016	GO Ref Bonds Series 2017	Tax Notes Series 2020	Tax Notes Series 2022	GO Ref Bonds Series 2022	Energy Consrvtm Lease	Tax Notes Series 2024
100.00%	0.00%	100.00%	100.00%	100.00%	0.00%	0.00%
\$ 227,700	\$ -	\$ -	\$ 843,800	\$ 802,000	\$ -	\$ -
227,025	-	-	904,300	832,700	-	-
227,000	-	-	1,304,400	842,000	-	-
231,750	-	-	2,505,400	840,500	-	-
231,275	-	-	2,504,100	838,400	-	-
230,650	-	-	-	1,052,825	-	-
229,875	-	-	-	1,053,200	-	-
228,950	-	-	-	1,051,825	-	-
227,875	-	-	-	1,052,600	-	-
231,575	-	-	-	1,050,800	-	-
230,050	-	-	-	1,052,700	-	-
228,375	-	-	-	1,053,200	-	-
-	-	-	-	1,052,300	-	-
-	-	-	-	1,054,900	-	-
-	-	-	-	1,055,900	-	-
-	-	-	-	1,045,500	-	-

\$ 2,752,100	\$ -	\$ -	\$ 8,062,000	\$ 15,731,350	\$ -	\$ -
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aid by Utility System

Comb. Tax & Rev. COs Series 2016	GO Ref Bonds Series 2017	Tax Notes Series 2020	Tax Notes Series 2022	GO Ref Bonds Series 2022	Energy Consrvtm Lease	Tax Notes Series 2024
0.00%	100.00%	0.00%	0.00%	0.00%	59.65%	100.00%
\$ -	\$ 742,200	\$ -	\$ -	\$ -	\$ 451,201	\$ 497,736
-	741,900	-	-	-	453,087	497,285
-	740,600	-	-	-	454,866	496,857
-	743,200	-	-	-	354,308	495,869
-	744,600	-	-	-	461,113	494,319
-	-	-	-	-	462,578	497,115
-	-	-	-	-	463,912	499,163
-	-	-	-	-	465,112	-
-	-	-	-	-	466,170	-
-	-	-	-	-	467,080	-
-	-	-	-	-	467,836	-
-	-	-	-	-	468,430	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
\$ -	\$ 3,712,500	\$ -	\$ -	\$ -	\$ 5,435,692	\$ 3,478,344

by Natural Gas System

Comb. Tax & Rev. COs Series 2016	GO Ref Bonds Series 2017	Tax Notes Series 2020	Tax Notes Series 2022	GO Ref Bonds Series 2022	Energy Consrvtm Lease	Tax Notes Series 2024
0.00%	0.00%				40.35%	0.00%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305,213	\$ -
-	-	-	-	-	306,489	-
-	-	-	-	-	307,692	-
-	-	-	-	-	239,670	-
-	-	-	-	-	311,918	-
-	-	-	-	-	312,909	-
-	-	-	-	-	313,811	-
-	-	-	-	-	314,623	-
-	-	-	-	-	315,339	-
-	-	-	-	-	315,955	-
-	-	-	-	-	316,466	-
-	-	-	-	-	316,868	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,676,952
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TOTAL

\$ 6,512,200
6,615,286
6,313,202
5,813,578
5,991,125
2,963,120
2,958,236
2,459,604
2,461,128
2,463,829
2,204,751
2,066,873
1,052,300
1,054,900
1,055,900
1,045,500

\$ 53,031,532

TOTAL

\$ 4,261,635
4,362,046
4,041,076
3,980,531
3,979,175
1,690,519
1,681,350
1,679,869
1,679,619
1,680,794
1,420,450
1,281,575
1,052,300
1,054,900
1,055,900
1,045,500

\$ 35,947,238

TOTAL

\$ 1,945,352
1,946,751
1,964,434
1,593,377
1,700,032
959,693
963,075
465,112
466,170
467,080
467,836
468,430

\$ 13,407,342

TOTAL

\$ 305,213
306,489
307,692
239,670
311,918
312,909
313,811
314,623
315,339
315,955
316,466
316,868

\$ 3,676,952

City of Rockport, TX
City Council Workshop

PUBLIC FINANCE FUNDAMENTALS

April 21, 2025



**Capital
Markets**

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Managing Director

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**Capital
Markets**

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Presenter



Robert V. Henderson
Managing Director, Public Finance
RBC Capital Markets

Mr. Henderson joined RBC Capital Markets on January 15, 1992 as the Managing Director for the San Antonio Public Finance group. He is a graduate of the University of Texas at Austin having earned a B.B.A. in Finance with additional academic concentrations in management and economics. Mr. Henderson began his career in public finance as a Financial Analyst with the Municipal Advisory Council of Texas and in that capacity authored over 450 credit analysis reports known as "Texas Municipal Reports" including reports on the political/governmental subdivisions of over 80 counties.

Prior to joining the firm, Mr. Henderson was the Branch Manager for First Southwest Company's San Antonio office. In his 42 plus year career, he has served as Senior Banker to over 745 separate governmental issuers, in over 3,500 separate transactions, totaling over \$58.0 billion in volume. He has extensive experience in providing financial advisory and underwriting services to counties, cities, school districts, hospitals, airports, navigation districts, river authorities, water districts and a variety of other special districts. Mr. Henderson is a registered representative with the National Association of Securities Dealers and carries Securities and Exchange Licenses - Series 7, Series 8, Series 50, Series 63, and Series 79.

As an outgrowth of his public finance career, Mr. Henderson is a frequent speaker/lecturer on the subject of Public Finance and Capital Improvements Program structuring and funding. He has spoken at seminars and conventions hosted by the Government Finance Officers Association of Texas, Texas Municipal League, Texas Association of School Boards, Texas City Managers Association, Texas County Treasurer's Association, Texas County Auditors Association, Texas County Judges and Commissioners Association, the Lyndon Baines Johnson School of Public Affairs, the Southwest School of Governmental Finance, the former Texas State Treasury and is an adjunct professor/regular participating lecturer for the William P. Hobby Public Service Academy of the Texas State University in connection with its Certified Public Managers Program.

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Tab 1

- Participants in the Debt Issuance Process

Tab 2

- Types of Debt Available to Texas Municipalities

Tab 3

- Bond Planning and Implementation

Participants in the Debt Issuance Process

SECTION 1



Capital
Markets

Participants in the Debt Issuance Process

Issuer's Team

- Issuer Administration
- Financial Advisor
- Bond Counsel

The "Other Side"

- Underwriter/Purchaser
- Underwriters Counsel

Other Players

- Rating Agencies
- Bond Insurance Companies
- Texas Attorney General

The Issuer's Team

Issuer Administration

- Chief Administrative Officer (City Manager)
- Chief Financial Officer (Director of Finance)
- Represents the Citizens and Taxpayers of the Entity
- Ultimately responsible for the Financings and Related Documents
 - Represents the Issuer in presentations to the Rating Agencies and, where applicable, insurance companies
 - Can be held responsible for any misstatements or omissions in financing documents

The Issuer's Team

Financial Advisor / Municipal Advisor

- Overall strategist to the Issuer on debt program
- Develops long-term plan of finance
- Coordinates implementation of plan of finance
 - Works to coordinate the full team associated with the sale of the bonds
 - Works to structure transaction within the constraints set by the Issuer
 - Helps prepare preliminary official statement
 - Coordinates bond rating meetings
 - Coordinates sale and delivery of debt instruments
- Maintains long-term relationship with Issuer
- **Has a fiduciary obligation to the Issuer**

The Issuer's Team



Bond Counsel

- The Issuer's lawyer in the transaction that prepares the financing documents
- Must know State law, Federal tax law and Securities law
- Provides "Bond Opinion" that the obligations were properly issued under State law
- Provides the "Tax Opinion" as to Status under Federal Tax Law
- Assist Issuers with disclosure requirements under securities law
- Works with the Issuer to help obtain Texas Attorney General Approval
- **An Attorney-Client/Fiduciary relationship exists between the Issuer and its bond counsel**

The “Other Side”

Underwriter/Purchaser

- The investment bank/financial institution engaged to purchase the Issuer’s debt
- Can purchase either for resale (acting as an underwriter) or for own account (acting as a purchaser)
- If acting as an underwriter, assumes interest rate risk until debt is sold.
- Transaction based relationship with issuer
- **Does not have a fiduciary obligation to the issuer**
 - Emphasis on controlling their risk or maximizing their return

Underwriter’s Counsel

- Responsible to underwriters for review of the accuracy and adequacy of disclosure in the official statement, financing risks related to the transaction, and assisting the underwriter in meeting the underwriter’s due diligence obligation.
- **An Attorney-Client/Fiduciary relationship DOES NOT exist between the issuer and underwriter’s counsel**

Other Players

Rating Agencies

- Provides independent* analysis of credit strength of issuer and/or project
- Ratings relied upon by investors to assist in determining proper interest rates
- Ratings also influence pricing of municipal bond insurance

* Although the issuer actually pays for the ratings.

Municipal Bond Insurance Companies

- “Lends” credit rating of insurance company to lower borrowing costs to Issuer. Value is highly dependent on issuer’s underlying credit
- Insurance protects bond investors; not Issuer
- Other credit enhancement providers may use letters of credit or credit facility agreements to enhance bond ratings or provide liquidity.

Attorney General

- Provides final approval related to issue’s compliance with state law and procedures.
- Makes debt issuance incontestable from a procedural perspective

Types of Debt Available to Texas Municipalities

SECTION 2



Intermediate/Long Term Planning & Financing Alternatives

Within the tax-supported group there are General Obligation Bonds, Certificates of Obligation, Contractual Obligations, Tax Notes, Time Warrants, and others. Each of these alternatives can be sold competitively or on a negotiated basis. Some can be sold on either a fixed-rate or variable-rate basis.

Within the revenue-supported group there are Revenue Bonds, Certificates of Participation, Contract Revenue Bonds, Revenue Notes and others. All of these can also be sold on a competitive or negotiated basis. Some can be sold on either a fixed-rate or variable-rate basis.

Which alternative to select for your specific needs depends on 1) the nature of your project, 2) financial condition of your City, and 3) the political concerns of your elected officials.

In most cases, municipalities are trying to select the most flexible, cost-effective vehicle that is politically acceptable. In order to assist you in evaluating your alternatives, we have provided matrices which outline the most commonly utilized alternatives or those most often discussed.

Available Financing Alternatives

	General		Certificates of Obligation	Tax Notes	Contractual Obligations	Lease Purchase/ Certificates of Participation		Revenue Bonds
	Obligation Bonds							
Security	Ad Valorem Property Tax	Ad Valorem Property Tax & Enterprise Fund Revenue	Ad Valorem Property Tax & Enterprise Fund Revenue	Ad Valorem Property Tax	Budgetary Pledge Enterprise Fund Revenues	Enterprise Fund Revenues		
Public Referendum	Yes	If Petition Filed	No	No	No	No	No	No
Allowable Uses	Real & Personal Property	Real & Personal Property	Real & Personal Property	Personal Property	Real & Personal Property	Real & Personal Property	Real & Personal Property	Real & Personal Property
Typical Maturities ⁽¹⁾	1-25 Years	1-25 Years	Not Greater than 7 Years	1-10 Years	1-25 Years	1-25 Years	1-25 Years	1-25 Years
A.G. Approval	Yes	Yes	Yes	Yes	Yes	Yes ⁽²⁾	Yes	Yes
Is it an I&S Tax Debt?	Yes	Yes	Yes, for truth in taxation purposes	Yes, for truth in taxation purposes	No	No	N/A	N/A
Rollback Protected	Yes	Yes	Yes	Yes	No	No	N/A	N/A
"QTEO" Designation Cap Subject to Arbitrage Requirements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Methods of Sale	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated	Competitive or Negotiated
Interest Rates (Typically)	Best	Best	Best	Best	Best	Best plus 50-60 Basis Points ⁽³⁾	Best plus 10 Basis Points ⁽³⁾	Best plus 10 Basis Points ⁽³⁾
Costs of Issuance (Typically)	Low	Lower	Lowest	Lowest	Lowest	Highest for Large Real Property Lowest for Small Personal Prop.	Higher	Higher

⁽¹⁾ Depends upon useful Life of the Project.

⁽²⁾ Depends on financing structure or whether the certificates of participation will be issued in certificated manner.

⁽³⁾ Approximation; depends on underlying credit and market conditions.

Source: RBC Capital Markets

Alternate Funding Vehicles

In addition to the variety of financing alternatives available within the General and Enterprise Funds of a municipality, a variety of funding of public purposes can be met through conduit financing entities. Most often used are Economic Development Corporations and Public Facility Corporations.

- A. Economic Development Corporations can issue Sales Tax Revenue Bonds to finance industrial parks, spec buildings, road and utility infrastructure under some conditions and even airport projects if the airport is near your Industrial Park.
- B. Public Facility Corporations can issue Certificates of Participation or Lease Revenue Bonds which would lease a variety of public projects back to the municipality.

Venue Tax Financings

Increasingly popular, provisions in State Law permit elections to increase a variety of “destination” or tourist orientated taxes such as Hotel/Motel taxes, car rental fees and airport facility charges for the purposes of generating revenues which, in turn can be pledged to the repayment of debt issued to finance “Venue” projects. Such projects are generally described as projects designed to aid or increase tourism. They can include convention center facilities, sports facilities and other projects which may increase room occupancy rates.

Bond Planning/Implementation Process

SECTION 3



Capital
Markets

Developing a Plan of Finance

A comprehensive Capital Improvement Plan (CIP) is often formulated, usually covering at least a 3-5 year period, then a plan of finance may be developed. This task involves separating the capital requirements by category to determine which are most appropriately financed from which source, i.e. General Fund or Enterprise Fund or other available sources.

It is important to consider specific financing alternatives that can achieve the lowest overall costs consistent with the municipality's requirements for flexibility and its parameters for maintaining competitive tax rates and user/utility rates.

Key concerns to keep in mind include:

1. Median levels of debt-to-assessed-valuation ratios for municipalities of your size.
2. Debt repayment which will typically retire 50% or more of the principal during the next ten years.
3. Structuring of overall debt service requirements to accommodate future borrowing needs.
4. Reasonable call features to accommodate potential refundings for economic or cash flow purposes.
5. Structuring that takes advantage of market vacuums to lower overall costs.

As stated previously, this is not intended to be an in-depth discussion but only a general guide to help you understand key issues which should be fully explored as you proceed with your financings.

Intermediate/Long Term Planning

A thorough examination of the entity's likely future capital finance requirements is an important consideration before the development or implementation of any Plan of Finance. This examination should typically encompass the next 3-5 years in detail and 7-10 years in broader terms. The examination should also include any impact of the capital projects on the operations and maintenance budget and an evaluation of all possible funding sources.

In developing a plan of finance which evaluates the financing alternatives available and the specific structure of the financing, flexibility and cost effectiveness should be kept in mind. Focusing primarily on cost effectiveness may result in a very short structure with onerous call features, which minimizes the net effective interest rate and total interest cost but involves a higher tax rate, therefore reducing the ability to refund and precluding additional financings for needed improvements in the short term. Too great a focus on flexibility may lead to longer than prudent final maturities and aggressive call features which increases interest rates and total interest costs.

This forum precludes an in-depth discussion on the issues as they pertain to particular projects but can address broader guidelines.

There are two primary groups of financing alternatives available in terms of security: those supported by ad valorem property taxes and those supported by the revenue streams generated by an enterprise fund operation.



Long-Term Debt Planning – XYZ Issuer

A Fiscal Year Ending 9-30	B Net Taxable Assessed Valuation	C		D		E		F		G		H		I		J Less: Estimated Sales Tax Contribution	K Net Tax Debt Service	L Estimated I&S Tax Rate
		GO Ref Series 2004A	GO Ref Series 2008	County Jail COs Series 2008	GO Ref Bonds Series 2009	Total Outstanding Debt Service	Less Other Available Revenue	Net Tax Paid Debt Service	10,000,000									
									Project	Debt Service								
2018	\$ 1,289,000,000	\$ 111,980	\$ 416,400	\$ 223,525	\$ 751,905	\$ (120,000)	\$ 631,905	\$	\$	650,730	\$	(75,000)	\$	631,905	\$ 0.0505			
2019	1,289,000,000	-	406,275	232,150	638,425	(265,150)	373,275			650,826		(75,000)		949,005	0.0759			
2020	1,289,000,000	-	396,150	240,325	636,475	(275,325)	361,150			760,000		(75,000)		936,976	0.0749			
2021	1,289,000,000	-	386,025	60,900	446,925	(185,000)	261,925			760,000		(75,000)		946,925	0.0757			
2022	1,289,000,000	-	425,900	-	425,900	(185,000)	240,900			760,000		(75,000)		925,900	0.0741			
2023	1,289,000,000	-	413,525	-	413,525	(185,000)	228,525			760,000		(75,000)		913,525	0.0731			
2024	1,289,000,000	-	402,525	-	402,525	(185,000)	217,525			760,000		(75,000)		902,525	0.0722			
2025	1,289,000,000	-	416,525	-	416,525	(185,000)	231,525			760,000		(75,000)		916,525	0.0733			
2026	1,289,000,000	-	404,525	-	404,525	(185,000)	219,525			760,000		(75,000)		904,525	0.0723			
2027	1,289,000,000	-	392,150	-	392,150	(185,000)	207,150			760,000		(75,000)		892,150	0.0714			
2028	1,289,000,000	-	429,775	-	429,775	(185,000)	244,775			760,000		(75,000)		929,775	0.0744			
2029	1,289,000,000	-	414,900	-	414,900	(185,000)	229,900			760,000		(75,000)		914,900	0.0732			
2030	1,289,000,000	-	425,025	-	425,025	(185,000)	240,025			760,000		(75,000)		925,025	0.0740			
2031	1,289,000,000	-	408,713	-	408,713	(185,000)	223,713			760,000		(75,000)		908,713	0.0727			
2032	1,289,000,000	-	417,400	-	417,400	(185,000)	232,400			760,000		(75,000)		917,400	0.0734			
2033	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
2034	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
2035	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
2036	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
2037	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
2038	1,289,000,000	-	-	-	-	(185,000)	(185,000)			760,000		(75,000)		500,000	0.0400			
Total	\$	111,980	\$6,155,813	\$ 756,900	\$7,024,693	\$ (3,990,475)	\$3,034,218	\$ 14,981,556	\$ (1,500,000)	\$15,883,869								

Credit Ratings

Overview

- Approximately four weeks prior to the sale of bonds, an application will be submitted to one or more of the rating agencies to assign an independent rating to the Issuer's debt obligations. The rating is a reflection of the District's creditworthiness and is relied upon by investors that purchase the District's debt obligations. The major rating agencies are:
 - Moody's Investors Service;
 - Standard & Poor's; and
 - Fitch Ratings
- In examining the Issuer's financial stability, the rating agencies will consider such things as:
 - The local economy and tax base;
 - Administrative factors;
 - debt policies; and
 - The Issuer's overall financial condition
- After considering all factors, the rating agencies will assign a rating to the debt obligations. In general, the higher the Issuer's rating, the lower the interest rate demanded by investors. This is due to the lower degree of risk associated with a higher rated debt obligation.

Credit Ratings (continued)

	Moody's	Standard & Poor's	Fitch
Highest Quality (Lowest default risk)	Aaa	AAA	AAA
High Grade / High Quality	Aa1	AA+	AA+
	Aa2	AA	AA
	Aa3	AA-	AA-
Upper Medium Grade	A1	A+	A+
	A2	A	A
	A3	A-	A-
Minimum Investment Grade	Baa1	BBB+	BBB+
	Baa2	BBB	BBB
	Baa3	BBB-	BBB-
Speculative Grade	Ba1	BB+	BB+
	Ba2	BB	BB
	Ba3	BB-	BB-
Highly Speculative Grade Imminent default or in default	B1	B+	B+
	B2	B	B
	B3	B-	B-
	Caa (1,2 or 3) or Ca	CCC (+,-), CC or C	CCC (+,-), CC or C
	C	SD or D	SD or D

Then What?



- **Managing Your Project**
 - Construction Contracts
 - Managing Investments During Construction Period
 - Arbitrage Rebate Calculations and Reporting
- **Pay Back Time!**
 - Setting Your Tax/User Rates
 - Segregating Your Collections
 - Transfers to Paying Agent
- **Continuing Disclosure**
 - Timeliness of Completion of Audits
 - Annual Disclosure Filings

Conclusion

We hope this brief outline and discussion of Public Finance Issues is helpful to you and your entity in a way that meets the expectations of your elected officials and constituents.

As stated previously, you should not rely entirely on this outline as your sole source of information as unique facts particular to your transaction can have definitive financial and legal impacts.

You are encouraged to work closely with your Financial Advisor and Bond Counsel as you consider your alternatives. If you have any questions on the material presented, please do not hesitate to call Robert “Bob” Henderson at (210) 805-1118 or R. Dustin “Dusty” Traylor at (210) 805-1117.

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OUTSTANDING GENERAL OBLIGATION
DEBT SERVICE

OCTOBER 23, 2024

PREPARED BY



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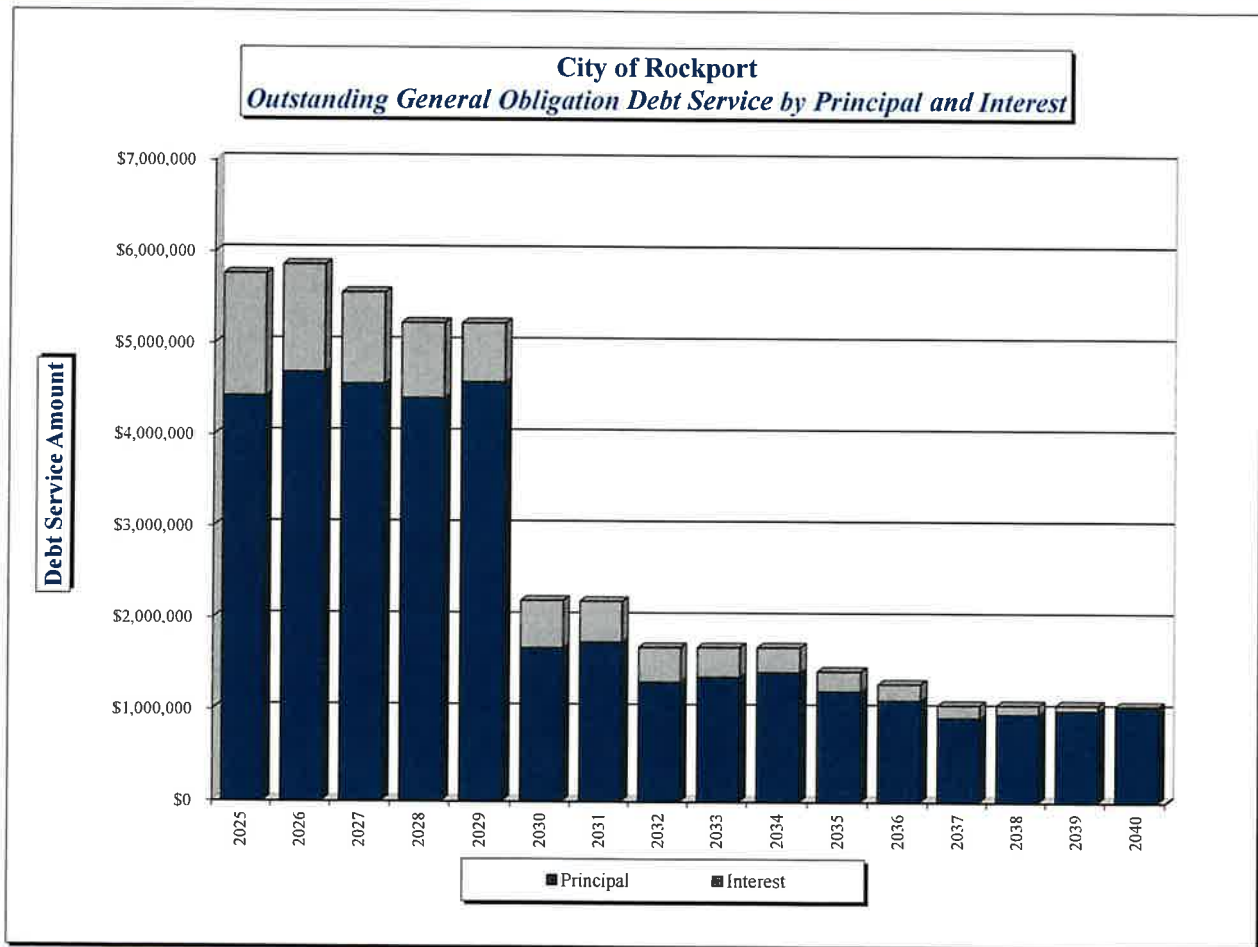
<u>SECTION</u>	<u>DESCRIPTION</u>
1	OUTSTANDING GENERAL OBLIGATION DEBT SERVICE BY PRINCIPAL AND INTEREST
2	OUTSTANDING GENERAL OBLIGATION DEBT SERVICE BY SERIES





SECTION 1 - OUTSTANDING GENERAL OBLIGATION DEBT SERVICE BY PRINCIPAL AND INTEREST





*Outstanding Annual General Obligation Debt Service
by Principal and Interest*

Fiscal Year Ending	Principal	Interest	Total Debt Service
09/30/2025	\$ 4,420,000	\$ 1,335,786	\$ 5,755,786
09/30/2026	4,680,000	1,175,710	5,855,710
09/30/2027	4,555,000	995,645	5,550,645
09/30/2028	4,400,000	819,600	5,219,600
09/30/2029	4,575,000	643,094	5,218,094
09/30/2030	1,670,000	517,634	2,187,634
09/30/2031	1,735,000	445,513	2,180,513
09/30/2032	1,300,000	379,869	1,679,869
09/30/2033	1,355,000	324,619	1,679,619
09/30/2034	1,410,000	270,794	1,680,794
09/30/2035	1,200,000	220,450	1,420,450
09/30/2036	1,105,000	176,575	1,281,575
09/30/2037	915,000	137,300	1,052,300
09/30/2038	955,000	99,900	1,054,900
09/30/2039	995,000	60,900	1,055,900
09/30/2040	1,025,000	20,500	1,045,500
Total	\$ 36,295,000	\$ 7,623,887	\$ 43,918,887

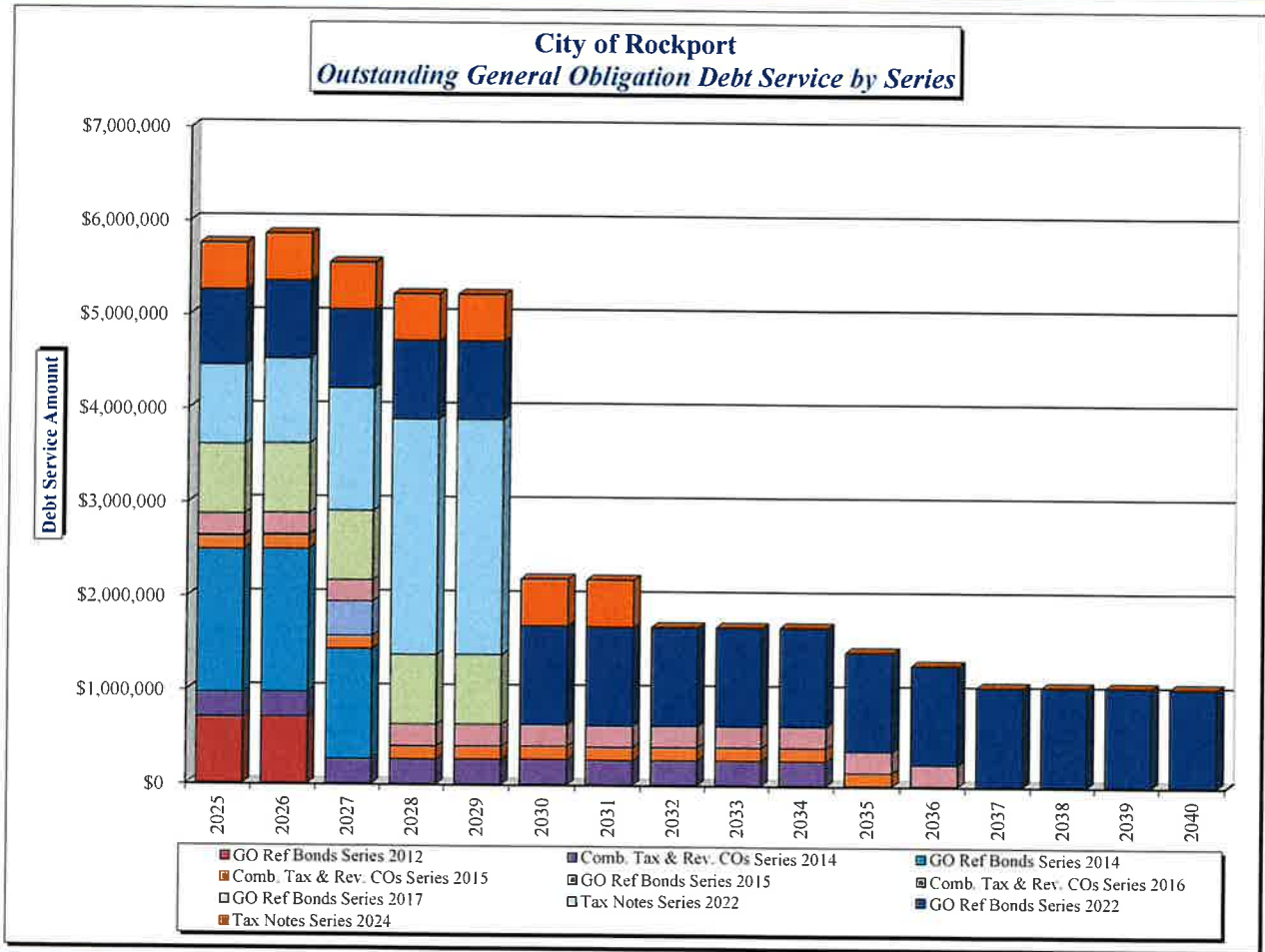
*Outstanding Semi-Annual General Obligation Debt Service
by Principal and Interest*

Date	Principal	Interest	Total Debt Service	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 4,420,000	\$ 702,726	\$ 5,122,726	
08/15/2025	-	633,060	633,060	\$ 5,755,786
02/15/2026	4,680,000	633,060	5,313,060	
08/15/2026	-	542,649	542,649	5,855,710
02/15/2027	4,555,000	542,649	5,097,649	
08/15/2027	-	452,995	452,995	5,550,645
02/15/2028	4,400,000	452,995	4,852,995	
08/15/2028	-	366,605	366,605	5,219,600
02/15/2029	4,575,000	366,605	4,941,605	
08/15/2029	-	276,490	276,490	5,218,094
02/15/2030	1,670,000	276,490	1,946,490	
08/15/2030	-	241,144	241,144	2,187,634
02/15/2031	1,735,000	241,144	1,976,144	
08/15/2031	-	204,369	204,369	2,180,513
02/15/2032	1,300,000	204,369	1,504,369	
08/15/2032	-	175,500	175,500	1,679,869
02/15/2033	1,355,000	175,500	1,530,500	
08/15/2033	-	149,119	149,119	1,679,619
02/15/2034	1,410,000	149,119	1,559,119	
08/15/2034	-	121,675	121,675	1,680,794
02/15/2035	1,200,000	121,675	1,321,675	
08/15/2035	-	98,775	98,775	1,420,450
02/15/2036	1,105,000	98,775	1,203,775	
08/15/2036	-	77,800	77,800	1,281,575
02/15/2037	915,000	77,800	992,800	
08/15/2037	-	59,500	59,500	1,052,300
02/15/2038	955,000	59,500	1,014,500	
08/15/2038	-	40,400	40,400	1,054,900
02/15/2039	995,000	40,400	1,035,400	
08/15/2039	-	20,500	20,500	1,055,900
02/15/2040	1,025,000	20,500	1,045,500	1,045,500
Total	\$ 36,295,000	\$ 7,623,887	\$ 43,918,887	\$ 43,918,887



SECTION 2 - OUTSTANDING GENERAL OBLIGATION DEBT SERVICE BY SERIES





CITY OF ROCKPORT

*City of Rockport
Outstanding General Obligation Debt Service by Series*

FYE 9/30	GO Ref Series 2012	Comb. Tax & Rev. COs Series 2014	GO Ref Series 2014	Comb. Tax & Rev. COs Series 2015	GO Ref Series 2015	Comb. Tax & Rev. COs Series 2016	GO Ref Series 2017	Tax Notes Series 2022	GO Ref Bonds Series 2022	Tax Notes Series 2024	TOTAL
2025	\$ 706,125	\$ 262,231	\$ 1,522,988	\$ 139,306	\$ 11,700	\$ 227,700	\$ 742,200	\$ 843,800	\$ 802,000	\$ 497,736	\$ 5,755,786
2026	710,500	264,581	1,524,581	141,138	11,700	227,025	741,900	904,300	832,700	497,285	5,855,710
2027	*	261,613	1,174,438	137,888	365,850	227,000	740,600	1,304,400	842,000	496,857	5,550,645
2028	*	263,325	-	139,556	-	231,750	743,200	2,505,400	840,500	495,869	5,219,600
2029	*	264,613	-	140,788	-	231,275	744,600	2,504,100	838,400	494,319	5,218,094
2030	*	265,475	-	141,569	-	230,650	-	-	1,052,825	497,115	2,187,634
2031	*	261,019	-	137,256	-	229,875	-	-	1,053,200	499,163	2,180,513
2032	*	261,244	-	137,850	-	228,950	-	-	1,051,825	-	1,679,869
2033	*	261,044	-	138,100	-	227,875	-	-	1,052,600	-	1,679,619
2034	*	260,419	-	138,000	-	231,575	-	-	1,050,800	-	1,680,794
2035	*	-	-	137,700	-	230,050	-	-	1,052,700	-	1,420,450
2036	*	-	-	-	-	228,375	-	-	1,053,200	-	1,281,575
2037	*	-	-	-	-	-	-	-	1,052,300	-	1,052,300
2038	*	-	-	-	-	-	-	-	1,054,900	-	1,054,900
2039	*	-	-	-	-	-	-	-	1,055,900	-	1,055,900
2040	*	-	-	-	-	-	-	-	1,045,500	-	1,045,500
Total	\$ 1,416,625	\$ 2,625,563	\$ 4,222,006	\$ 1,529,150	\$ 389,250	\$ 2,752,100	\$ 3,712,500	\$ 8,062,000	\$ 15,731,350	\$ 3,478,343	\$ 43,918,887



***General Obligation Refunding Bonds,
Series 2012***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 675,000	\$ 20,625	\$ 695,625	
08/15/2025	-	10,500	10,500	\$ 706,125
02/15/2026	700,000	10,500	710,500	710,500
Total	\$ 1,375,000	\$ 41,625	\$ 1,416,625	\$ 1,416,625

Call Option: Bonds maturing on February 15, 2025 and thereafter are callable in whole or in part on any date @ par.

***Combination Tax and Revenue Certificates of Obligation,
Series 2014***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 175,000	\$ 45,475	\$ 220,475	
08/15/2025	-	41,756	41,756	\$ 262,231
02/15/2026	185,000	41,756	226,756	
08/15/2026	-	37,825	37,825	264,581
02/15/2027	190,000	37,825	227,825	
08/15/2027	-	33,788	33,788	261,613
02/15/2028	200,000	33,788	233,788	
08/15/2028	-	29,538	29,538	263,325
02/15/2029	210,000	29,538	239,538	
08/15/2029	-	25,075	25,075	264,613
02/15/2030	220,000	25,075	245,075	
08/15/2030	-	20,400	20,400	265,475
02/15/2031	225,000	20,400	245,400	
08/15/2031	-	15,619	15,619	261,019
02/15/2032	235,000	15,619	250,619	
08/15/2032	-	10,625	10,625	261,244
02/15/2033	245,000	10,625	255,625	
08/15/2033	-	5,419	5,419	261,044
02/15/2034	255,000	5,419	260,419	260,419
Total	\$ 2,140,000	\$ 485,563	\$ 2,625,563	\$ 2,625,563

Call Option: Certificates maturing on February 15, 2025 and thereafter are callable in whole or in part on any date beginning February 15, 2024 @ par.

***General Obligation Refunding Bonds,
Series 2014***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 1,385,000	82,844	1,467,844	
08/15/2025	-	55,144	55,144	\$ 1,522,988
02/15/2026	1,445,000	55,144	1,500,144	
08/15/2026	-	24,438	24,438	1,524,581
02/15/2027	1,150,000	24,438	1,174,438	1,174,438
Total	\$ 3,980,000	\$ 242,006	\$ 4,222,006	\$ 4,222,006

Call Option: Bonds maturing on February 15, 2025 and thereafter are callable in whole or in part on any date beginning February 15, 2024 @ par.

***Combination Tax and Revenue Certificates of Obligation,
Series 2015***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 95,000	\$ 22,925	\$ 117,925	
08/15/2025	-	21,381	21,381	\$ 139,306
02/15/2026	100,000	21,381	121,381	
08/15/2026	-	19,756	19,756	141,138
02/15/2027	100,000	19,756	119,756	
08/15/2027	-	18,131	18,131	137,888
02/15/2028	105,000	18,131	123,131	
08/15/2028	-	16,425	16,425	139,556
02/15/2029	110,000	16,425	126,425	
08/15/2029	-	14,363	14,363	140,788
02/15/2030	115,000	14,363	129,363	
08/15/2030	-	12,206	12,206	141,569
02/15/2031	115,000	12,206	127,206	
08/15/2031	-	10,050	10,050	137,256
02/15/2032	120,000	10,050	130,050	
08/15/2032	-	7,800	7,800	137,850
02/15/2033	125,000	7,800	132,800	
08/15/2033	-	5,300	5,300	138,100
02/15/2034	130,000	5,300	135,300	
08/15/2034	-	2,700	2,700	138,000
02/15/2035	135,000	2,700	137,700	137,700
Total	\$ 1,250,000	\$ 279,150	\$ 1,529,150	\$ 1,529,150

Call Option: Certificates maturing on February 15, 2025 and thereafter are callable in whole or in part on any date beginning February 15, 2024 @ par.

***General Obligation Refunding Bonds,
Series 2015***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025		\$ 5,850	\$ 5,850	
08/15/2025		5,850	5,850	\$ 11,700
02/15/2026		5,850	5,850	
08/15/2026		5,850	5,850	11,700
02/15/2027	\$ 360,000	5,850	365,850	365,850
Total	\$ 360,000	\$ 29,250	\$ 389,250	\$ 389,250

Call Option: Bonds maturing on February 15, 2027 and thereafter are callable in whole or in part on any date beginning February 15, 2024 @ par.

***Combination Tax and Revenue Certificates of Obligation,
Series 2016***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 160,000	\$ 35,450	\$ 195,450	
08/15/2025	-	32,250	32,250	\$ 227,700
02/15/2026	165,000	32,250	197,250	
08/15/2026	-	29,775	29,775	227,025
02/15/2027	170,000	29,775	199,775	
08/15/2027	-	27,225	27,225	227,000
02/15/2028	180,000	27,225	207,225	
08/15/2028	-	24,525	24,525	231,750
02/15/2029	185,000	24,525	209,525	
08/15/2029	-	21,750	21,750	231,275
02/15/2030	190,000	21,750	211,750	
08/15/2030	-	18,900	18,900	230,650
02/15/2031	195,000	18,900	213,900	
08/15/2031	-	15,975	15,975	229,875
02/15/2032	200,000	15,975	215,975	
08/15/2032	-	12,975	12,975	228,950
02/15/2033	205,000	12,975	217,975	
08/15/2033	-	9,900	9,900	227,875
02/15/2034	215,000	9,900	224,900	
08/15/2034	-	6,675	6,675	231,575
02/15/2035	220,000	6,675	226,675	
08/15/2035	-	3,375	3,375	230,050
02/15/2036	225,000	3,375	228,375	228,375
Total	\$ 2,310,000	\$ 442,100	\$ 2,752,100	\$ 2,752,100

Call Option: Certificates maturing on February 15, 2026 and thereafter are callable in whole or in part on any date beginning February 15, 2025 @ par.



***General Obligation Refunding Bonds,
Series 2017***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 620,000	\$ 67,300	\$ 687,300	
08/15/2025	-	54,900	54,900	\$ 742,200
02/15/2026	645,000	54,900	699,900	
08/15/2026	-	42,000	42,000	741,900
02/15/2027	670,000	42,000	712,000	
08/15/2027	-	28,600	28,600	740,600
02/15/2028	700,000	28,600	728,600	
08/15/2028	-	14,600	14,600	743,200
02/15/2029	730,000	14,600	744,600	744,600
Total	\$ 3,365,000	\$ 347,500	\$ 3,712,500	\$ 3,712,500

Call Option: Bonds maturing on February 15, 2028 and thereafter are callable in whole or in part on any date beginning February 15, 2027 @ par.

***Tax Notes,
Series 2022***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 570,000	\$ 142,600	\$ 712,600	
08/15/2025	-	131,200	131,200	\$ 843,800
02/15/2026	655,000	131,200	786,200	
08/15/2026	-	118,100	118,100	904,300
02/15/2027	1,090,000	118,100	1,208,100	
08/15/2027	-	96,300	96,300	1,304,400
02/15/2028	2,360,000	96,300	2,456,300	
08/15/2028	-	49,100	49,100	2,505,400
02/15/2029	2,455,000	49,100	2,504,100	2,504,100
Total	\$ 7,130,000	\$ 932,000	\$ 8,062,000	\$ 8,062,000

Call Option: Notes maturing on February 15, 2027 and thereafter are callable in whole or in part on any date beginning February 15, 2026 @ par.

***General Obligation Refunding Bonds,
Series 2022***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 335,000	\$ 236,850	\$ 571,850	
08/15/2025	-	230,150	230,150	\$ 802,000
02/15/2026	380,000	230,150	610,150	
08/15/2026	-	222,550	222,550	832,700
02/15/2027	405,000	222,550	627,550	
08/15/2027	-	214,450	214,450	842,000
02/15/2028	420,000	214,450	634,450	
08/15/2028	-	206,050	206,050	840,500
02/15/2029	435,000	206,050	641,050	
08/15/2029	-	197,350	197,350	838,400
02/15/2030	675,000	197,350	872,350	
08/15/2030	-	180,475	180,475	1,052,825
02/15/2031	710,000	180,475	890,475	
08/15/2031	-	162,725	162,725	1,053,200
02/15/2032	745,000	162,725	907,725	
08/15/2032	-	144,100	144,100	1,051,825
02/15/2033	780,000	144,100	924,100	
08/15/2033	-	128,500	128,500	1,052,600
02/15/2034	810,000	128,500	938,500	
08/15/2034	-	112,300	112,300	1,050,800
02/15/2035	845,000	112,300	957,300	
08/15/2035	-	95,400	95,400	1,052,700
02/15/2036	880,000	95,400	975,400	
08/15/2036	-	77,800	77,800	1,053,200
02/15/2037	915,000	77,800	992,800	
08/15/2037	-	59,500	59,500	1,052,300
02/15/2038	955,000	59,500	1,014,500	
08/15/2038	-	40,400	40,400	1,054,900
02/15/2039	995,000	40,400	1,035,400	
08/15/2039	-	20,500	20,500	1,055,900
02/15/2040	1,025,000	20,500	1,045,500	1,045,500
Total	\$ 11,310,000	\$ 4,421,350	\$ 15,731,350	\$ 15,731,350



Call Option: Bonds maturing on February 15, 2032 and thereafter are callable in whole or in part on any date beginning February 15, 2031 @ par.

***Tax Notes,
Series 2024***

Payment Date	Principal	Interest	Total P + I	Fiscal Year Ending 9/30 Debt Service
02/15/2025	\$ 405,000	\$ 42,807	\$ 447,807	
08/15/2025	-	49,929	49,929	\$ 497,736
02/15/2026	405,000	49,929	454,929	
08/15/2026	-	42,356	42,356	497,285
02/15/2027	420,000	42,356	462,356	
08/15/2027	-	34,502	34,502	496,857
02/15/2028	435,000	34,502	469,502	
08/15/2028	-	26,367	26,367	495,869
02/15/2029	450,000	26,367	476,367	
08/15/2029	-	17,952	17,952	494,319
02/15/2030	470,000	17,952	487,952	
08/15/2030	-	9,163	9,163	497,115
02/15/2031	490,000	9,163	499,163	499,163
Total	\$ 3,075,000	\$ 403,343	\$ 3,478,343	\$ 3,478,343

Call Option: Notes maturing on February 15, 2025 and thereafter are callable in whole or in part on any date @ \$101.00. Notes maturing on February 15, 2029 and thereafter are callable in whole or in part on any date beginning February 15, 2028 @ par.



Rockport, City of

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FINANCIAL STATEMENT

FOR OPERATING DATA OF THIS ISSUER SEE:
ROCKPORT, CITY OF (UTILITY SYSTEM)

FINANCIAL STATEMENT (As of September 30, 2023)

Net Taxable Assessed Valuation ("A.V."), 2024	\$2,901,985.196(a)
New Debt	\$3,075,000
Outstanding Debt	36,885,000
Total General Obligation Debt	\$39,960,000
Less: Self-Supporting (b)	
Water & Sewer	8,944,332
GO Debt payable from Ad Valorem Taxes	\$31,015,669
Less: I&S Fund	1,325,227
Net Debt	\$29,690,442

(a) Includes \$188,664,078 under review.

(b) The September 30, 2023 Audit reports the following General Obligation Debt being paid from revenues other than ad valorem taxes, thus considered self-supporting.

Net Debt Per Net Taxable Assessed Valuation - 1.02%

Net Debt Per Sq mile - \$1,407,797.13

Net Debt Per Capita - \$2,716.67

Net Taxable Assessed Valuation Per Capita - \$265,530.72

Bureau of Census Pop: 2010 - 8,766

Bureau of Census Pop: 2020 - 10,070

2023 Estimated Population - 10,929

Area: 21.09 Sq mile

PAYMENT RECORD

The City has never defaulted on Revenue Bonds and has not defaulted on General Obligation Bonds since 1947 when all Seawall and Breakwater Bonds were refunded at par with no reduction in interest rate.

In 1949 these Seawall and Breakwater Bonds were assumed by Aransas County.

TAX DATA

Tax Year	A.V.	Tax Rate	Adjusted Levy	% Collections Total	Year Ended
2018	\$1,460,752.654	\$0.4520	\$6,602,602	100.04	09/30/2019
2019	\$1,665,942.278	\$0.4201	\$6,998,624	99.62	09/30/2020
2020	\$1,810,222.322	\$0.4213	\$7,626,467	100.05	09/30/2021
2021	\$2,020,611.959	\$0.3927	\$7,934,943	100.11	09/30/2022
2022	\$2,263,818.472	\$0.3781	\$8,559,498	99.77	09/30/2023
2023	\$2,756,605.473	\$0.3601	\$9,926,536	(In process of collection)	
2024	\$2,901,985.196*	\$0.4052	\$11,758,844		

* Includes \$188,664,078 for 2024 under review.

Tax Rate Distribution	2024	2023	2022	2021
M&O	\$0.2355	\$0.2136	\$0.2205	\$0.2084
I&S	\$0.1697	\$0.1465	\$0.1576	\$0.1843
Totals	\$0.4052	\$0.3601	\$0.3781	\$0.3927

TAX RATE LIMITATION

Article XI, Section 5 of Texas Constitution, applicable to cities of more than 5,000 population: \$2.50 per \$100 assessed valuation. City operates under a Home Rule Charter which adopts constitutional provisions.

SALES TAX

Municipal Sales Tax: The City has adopted the provisions of Municipal Sales and Use Tax Act V.T.C.A., Tax Code, Chapter 321, which grants the City power to impose and levy a 1% Local Sales and Use Tax within the City; the proceeds are credited to the General Fund and are not pledged to the payment of the bonds in this report. Net allocations on calendar year basis are as follows:

Calendar Year	Rate	Total Collected	% of Ad Val Tax Levy	Equiv of Ad Val Tax Rate
2020	1.000%	\$2,864,158	37.56%	\$0.16
2021	1.000	3,243,897	40.88	0.16
2022	1.000	3,665,496	42.82	0.16
2023	1.000	3,693,941	37.21	0.13

DETAILS OF OUTSTANDING DEBT

Details of Limited Tax Debt (Outstanding 9/30/2023)

GO Ref Bds Ser 2012

Tax Treatment:	Bank Qualified
Original Issue Amount	\$6,880,000.00
Dated Date:	10/15/2012
Sale Date:	10/11/2012
Delivery Date:	10/31/2012
Sale Type:	Negotiated
Record Date:	MSRB
Bond Form:	BE
Denomination	\$5,000
Interest pays	Semi-Annually: 08/15, 02/15
1st Coupon Date:	02/15/2013

Paying Agent: U.S. Bank Trust Company, National Association, Houston, TX

Bond Counsel: McCall Parkhurst & Horton L.L.P.

Financial Advisor: RBC Capital Markets, San Antonio, TX

Lead Manager: Southwest Securities

Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP

Water & Sewer 73.13%

Use of Proceeds: Refunding.

Refunding Notes: This issue defeased mty(s) 2/15/2016-2/15/2026 of Comb Tax & Rev C/O Ser 2005 @ par.

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	655,000.00	3.0000%	1.800%
02/15/2025	675,000.00	3.0000%	1.950%
02/15/2026	700,000.00	3.0000%	2.030%
-----\$2,030,000.00			

Call Option: Bonds maturing on 02/15/2023 to 02/15/2026 callable in whole or in part on any date beginning 02/15/2022 @ par.

Comb Tax & Rev C/O Ser 2014

Tax Treatment:	Bank Qualified
Original Issue Amount	\$3,610,000.00
Dated Date:	06/15/2014



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Sale Date: 06/24/2014
Delivery Date: 07/24/2014
Sale Type: Negotiated
Record Date: MSRB
Bond Form: BE
Denomination: \$5,000
Interest pays: Semi-Annually: 08/15, 02/15
1st Coupon Date: 02/15/2015

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall Parkhurst & Horton L.L.P.
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Southwest Securities
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP

Security : Limited Tax and a Subordinate lien on the Surplus revenues of the Water & Sewer system.

Water & Sewer 100.00%

Use of Proceeds: Public Improvements.

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024T	170,000.00	4.0000%	2.350%
02/15/2026T	360,000.00	4.2500%	2.700%
02/15/2028T	390,000.00	4.2500%	2.950%
02/15/2030T	430,000.00	4.2500%	3.200%
02/15/2032T	460,000.00	4.2500%	3.350%
02/15/2034T	500,000.00	4.2500%	3.500%
-----\$2,310,000.00			

Call Option: Term bonds maturing on 02/15/2026 and 02/15/2028 and 02/15/2030 and 02/15/2032 and 02/15/2034 callable in whole or in part on any date beginning 02/15/2024 @ par.

Term Call: Term bonds maturing on 02/15/2024:
Mandatory Redemption Date Principal Amount
02/15/2023 \$160,000
02/15/2024 \$170,000

Term bonds maturing on 02/15/2026:
Mandatory Redemption Date Principal Amount
02/15/2025 \$175,000
02/15/2026 \$185,000

Term bonds maturing on 02/15/2028:
Mandatory Redemption Date Principal Amount
02/15/2027 \$190,000
02/15/2028 \$200,000

Term bonds maturing on 02/15/2030:
Mandatory Redemption Date Principal Amount
02/15/2029 \$210,000
02/15/2030 \$220,000

Term bonds maturing on 02/15/2032:
Mandatory Redemption Date Principal Amount
02/15/2031 \$225,000
02/15/2032 \$235,000

Term bonds maturing on 02/15/2034:
Mandatory Redemption Date Principal Amount
02/15/2033 \$245,000
02/15/2034 \$255,000

GO Ref Bds Ser 2014

Tax Treatment: Bank Qualified
Original Issue Amount \$5,430,000.00

Dated Date: 06/15/2014
Sale Date: 06/24/2014
Delivery Date: 07/24/2014
Sale Type: Negotiated
Record Date: MSRB
Bond Form: BE
Denomination: \$5,000
Interest pays: Semi-Annually: 02/15, 08/15
1st Coupon Date: 08/15/2014

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall Parkhurst & Horton L.L.P.
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Southwest Securities
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP

Water & Sewer 20.55%

Use of Proceeds: Refunding.

Refunding Notes: This bond refunded maturities from the following issues:
Comb Tax & Rev C/O Ser 2007

Refunded Amount	Mat Date	Coupon	Price	Sched Call
5,255,000.00*	02/15/2027	5.250	Par	02/15/2017

* Partial Maturity

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	1,335,000.00	4.0000%	2.350%
02/15/2025	1,385,000.00	4.0000%	2.500%
02/15/2026	1,445,000.00	4.2500%	2.700%
02/15/2027	1,150,000.00	4.2500%	2.900%
-----\$5,315,000.00			

Call Option: Bonds maturing on 02/15/2025 to 02/15/2027 callable in whole or in part on any date beginning 02/15/2024 @ par.

Comb Tax & Rev C/O Ser 2015

Tax Treatment: Bank Qualified
Original Issue Amount: \$1,950,000.00
Dated Date: 01/15/2015
Sale Date: 01/13/2015
Delivery Date: 02/10/2015
Sale Type: Negotiated
Record Date: MSRB
Bond Form: BE
Denomination: \$5,000
Interest pays: Semi-Annually: 02/15, 08/15
1st Coupon Date: 08/15/2015

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall Parkhurst & Horton L.L.P.
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Southwest Securities
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP

Security : Limited Tax and a Subordinate lien on the Surplus revenues of the Water & Sewer system.

Use of Proceeds: Parks & Recreation.

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2025T	185,000.00	3.2500%	2.100%
02/15/2028T	305,000.00	3.2500%	2.450%
02/15/2030T	225,000.00	3.7500%	2.620%
02/15/2032T	235,000.00	3.7500%	2.800%



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02/15/2035T 390,000.00 4.0000% 3.100%
-----\$1,340,000.00

Call Option: Term bonds maturing on 02/15/2025 and 02/15/2028 and 02/15/2030 and 02/15/2032 and 02/15/2035 callable in whole or in part on any date beginning 02/15/2024 @ par.

Term Call: Term bonds maturing on 02/15/2022:
Mandatory Redemption Date Principal Amount
02/15/2021 \$85,000
02/15/2022 \$85,000

Term bonds maturing on 02/15/2025:
Mandatory Redemption Date Principal Amount
02/15/2023 \$90,000
02/15/2024 \$90,000
02/15/2025 \$95,000

Term bonds maturing on 02/15/2028:
Mandatory Redemption Date Principal Amount
02/15/2026 \$100,000
02/15/2027 \$100,000
02/15/2028 \$105,000

Term bonds maturing on 02/15/2030:
Mandatory Redemption Date Principal Amount
02/15/2029 \$110,000
02/15/2030 \$115,000

Term bonds maturing on 02/15/2032:
Mandatory Redemption Date Principal Amount
02/15/2031 \$115,000
02/15/2032 \$120,000

Term bonds maturing on 02/15/2035:
Mandatory Redemption Date Principal Amount
02/15/2033 \$125,000
02/15/2034 \$130,000
02/15/2035 \$135,000

GO Ref Bds Ser 2015

Tax Treatment: Bank Qualified
Original Issue Amount \$7,125,000.00
Dated Date: 01/15/2015
Sale Date: 01/13/2015
Delivery Date: 02/10/2015
Sale Type: Negotiated
Record Date: MSRB
Bond Form: BE
Denomination \$5,000
Interest pays Semi-Annually: 02/15, 08/15
1st Coupon Date: 08/15/2015

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Southwest Securities
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP

Water & Sewer 27.10%

Use of Proceeds: Refunding.

Refunding Notes: This bond refunded maturities from the following issues:
Comb Tax & Rev C/O Ser 2007

Refunded Amount	Mat Date	Coupon	Price	Sched Call
960,000.00	02/15/2018	4.400	Par	02/15/2017
1,005,000.00	02/15/2019	4.600	Par	02/15/2017
1,055,000.00	02/15/2020	4.700	Par	02/15/2017
3,500,000.00	02/15/2023	5.250	Par	02/15/2017

360,000.00** 02/15/2027 5.250 Par 02/15/2017

** Remainder

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2027	360,000.00	3.2500%	2.300%
-----\$360,000.00			

Call Option: Bonds maturing on 02/15/2027 callable in whole or in part on any date beginning 02/15/2024 @ par.

Comb Tax & Rev C/O Ser 2016

Tax Treatment: Bank Qualified
Original Issue Amount \$3,275,000.00
Dated Date: 01/01/2016
Sale Date: 01/12/2016
Delivery Date: 01/21/2016
Sale Type: Competitive
TIC: 2.5997%
Record Date: MSRB
Bond Form: BE
Denomination \$5,000
Interest pays Semi-Annually: 08/15, 02/15
1st Coupon Date: 02/15/2017

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: George K. Baum & Company

Security : Limited Tax and a Subordinate lien on the Surplus revenues of the Water & Sewer system.

Use of Proceeds: Parks & Recreation.

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	155,000.00	4.0000%	1.700%
02/15/2025	160,000.00	4.0000%	1.800%
02/15/2026	165,000.00	3.0000%	1.900%
02/15/2027	170,000.00	3.0000%	2.000%
02/15/2028	180,000.00	3.0000%	2.150%
02/15/2029	185,000.00	3.0000%	2.300%
02/15/2030	190,000.00	3.0000%	2.400%
02/15/2031	195,000.00	3.0000%	2.530%
02/15/2032	200,000.00	3.0000%	2.650%
02/15/2033	205,000.00	3.0000%	2.780%
02/15/2034	215,000.00	3.0000%	2.900%
02/15/2035	220,000.00	3.0000%	100.00%
02/15/2036	225,000.00	3.0000%	3.100%
-----\$2,465,000.00			

Call Option: Bonds maturing on 02/15/2026 to 02/15/2036 callable in whole or in part on any date beginning 02/15/2025 @ par.

GO Ref Bds Ser 2017

Tax Treatment: Bank Qualified
Original Issue Amount \$5,710,000.00
Dated Date: 12/01/2017
Sale Date: 12/13/2017
Delivery Date: 12/27/2017
Sale Type: Negotiated
NIC: 2.5697%
Record Date: MSRB
Bond Form: BE
Denomination \$5,000



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Interest pays Semi-Annually: 08/15, 02/15
1st Coupon Date: 02/15/2018

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Frost Bank
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP, Austin, TX

Insurance: Build America Mutual

Water & Sewer 100.00%

Use of Proceeds: Refunding.

Refunding Notes: This bond refunded maturities from the following issues:
Comb Tax & Rev C/O Ser 2009

Refunded Amount	Mat Date	Coupon	Price	Sched Call
550,000.00	02/15/2021	4.000	Par	02/15/2019
570,000.00	02/15/2022	4.000	Par	02/15/2019
595,000.00	02/15/2023	4.000	Par	02/15/2019
620,000.00	02/15/2024	4.000	Par	02/15/2019
645,000.00	02/15/2025	4.000	Par	02/15/2019
670,000.00	02/15/2026	4.200	Par	02/15/2019
700,000.00	02/15/2027	4.300	Par	02/15/2019
730,000.00	02/15/2028	4.375	Par	02/15/2019
765,000.00	02/15/2029	4.500	Par	02/15/2019

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	595,000.00	4.0000%	2.200%
02/15/2025	620,000.00	4.0000%	2.290%
02/15/2026	645,000.00	4.0000%	2.350%
02/15/2027	670,000.00	4.0000%	2.450%
02/15/2028	700,000.00	4.0000%	2.510%
02/15/2029	730,000.00	4.0000%	2.570%
-----\$3,960,000.00			

Call Option: Bonds maturing on 02/15/2028 to 02/15/2029 callable in whole or in part on any date beginning 02/15/2027 @ par.

GO Ref Bds Ser 2022

Tax Treatment: Tax Exempt
Original Issue Amount \$11,925,000.00
Dated Date: 02/15/2022
Sale Date: 02/22/2022
Delivery Date: 03/23/2022
Sale Type: Negotiated
NIC: 2.9069%
Record Date: MSRB
Bond Form: BE
Denomination \$5,000
Interest pays Semi-Annually: 02/15, 08/15
1st Coupon Date: 08/15/2022

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Raymond James
Co-Manager: BOK Financial Securities, Inc.
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP, Austin, TX

Use of Proceeds: Refunding.

Refunding Notes: This bond refunded maturities from the following issues:
Tax Notes Ser 2020

Refunded Amount	Mat Date	Coupon	Price	Sched Call
725,000.00	02/15/2023	3.000	Par	03/29/2022
755,000.00	02/15/2024	3.000	Par	03/29/2022

950,000.00	02/15/2025	3.000	Par	03/29/2022
1,045,000.00	02/15/2026	3.000	Par	03/29/2022
1,490,000.00	02/15/2027	3.000	Par	03/29/2022
2,715,000.00	02/15/2028	3.000	Par	03/29/2022
2,800,000.00	02/15/2029	3.000	Par	03/29/2022
2,880,000.00	02/15/2030	3.000	Par	03/29/2022

13,360,000.00

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	305,000.00	4.0000%	1.350%
02/15/2025	335,000.00	4.0000%	1.530%
02/15/2026	380,000.00	4.0000%	1.670%
02/15/2027	405,000.00	4.0000%	1.740%
02/15/2028	420,000.00	4.0000%	1.830%
02/15/2029	435,000.00	4.0000%	1.900%
02/15/2030	675,000.00	5.0000%	1.950%
02/15/2031	710,000.00	5.0000%	2.000%
02/15/2032	745,000.00	5.0000%	2.060%
02/15/2033	780,000.00	4.0000%	2.190%
02/15/2034	810,000.00	4.0000%	2.260%
02/15/2035	845,000.00	4.0000%	2.320%
02/15/2036	880,000.00	4.0000%	2.370%
02/15/2037	915,000.00	4.0000%	2.380%
02/15/2038	955,000.00	4.0000%	2.400%
02/15/2039	995,000.00	4.0000%	2.420%
02/15/2040	1,025,000.00	4.0000%	2.440%
-----\$11,615,000.00			

Call Option: Bonds maturing on 02/15/2032 to 02/15/2040 callable in whole or in part on any date beginning 02/15/2031 @ par.

Tax Notes Ser 2022

Tax Treatment: Tax Exempt
Original Issue Amount \$7,640,000.00
Dated Date: 02/15/2022
Sale Date: 02/22/2022
Delivery Date: 03/23/2022
Sale Type: Negotiated
NIC: 2.5214%
Record Date: MSRB
Bond Form: BE
Denomination \$5,000
Interest pays Semi-Annually: 08/15, 02/15
1st Coupon Date: 02/15/2023

Paying Agent: BNY, Dallas, TX
Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Lead Manager: Raymond James
Co-Manager: BOK Financial Securities, Inc.
Underwriter's Counsel: Bickerstaff Heath Delgado Acosta LLP, Austin, TX

Use of Proceeds: Public Improvements.

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2024	360,000.00	4.0000%	1.350%
02/15/2025	570,000.00	4.0000%	1.530%
02/15/2026	655,000.00	4.0000%	1.670%
02/15/2027	1,090,000.00	4.0000%	1.730%
02/15/2028	2,360,000.00	4.0000%	1.780%
02/15/2029	2,455,000.00	4.0000%	1.810%
-----\$7,490,000.00			

Call Option: Bonds maturing on 02/15/2027 to 02/15/2029 callable in whole or in part on any date beginning 02/15/2026 @ par.



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Tax Notes Ser 2024

Tax Treatment: Bank Qualified
Original Issue Amount: \$3,075,000.00
Dated Date: 09/15/2024
Sale Date: 09/10/2024
Delivery Date: 10/01/2024
Sale Type: Private Placement
Record Date: MSRB
Bond Form: FR
Denomination: \$3,075,000
Interest pays: Semi-Annually: 08/15, 02/15
1st Coupon Date: 02/15/2025

Paying Agent: Huntington National Bank, Columbus, OH
Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX
Financial Advisor: RBC Capital Markets, San Antonio, TX
Purchaser: Huntington National Bank, Columbus, OH

Use of Proceeds: Public Improvements

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
02/15/2025	405,000.00	3.7400%	100.00%
02/15/2026	405,000.00	3.7400%	100.00%
02/15/2027	420,000.00	3.7400%	100.00%
02/15/2028	435,000.00	3.7400%	100.00%
02/15/2029	450,000.00	3.7400%	100.00%
02/15/2030	470,000.00	3.7400%	100.00%
02/15/2031	490,000.00	3.7400%	100.00%
-----\$3,075,000.00			

Call Option: Bonds maturing on 02/15/2025 to 02/15/2031 callable in whole on any date as follows:

Redemption Period	Redemption Price
(Both Dates Inclusive)	
10/01/2024 - 02/14/2028	101.00
02/15/2028 - 02/15/2031	par

Grand Total =====> \$39,960,000.00

Bond Debt Service

Period Ending	Principal	Interest	Debt Service
09/30/24	3,665,000.00	1,389,525.00	5,054,525.00
09/30/25	4,420,000.00	1,335,786.41	5,755,786.41
09/30/26	4,680,000.00	1,175,709.50	5,855,709.50
09/30/27	4,555,000.00	995,644.50	5,550,644.50
09/30/28	4,400,000.00	819,599.75	5,219,599.75
09/30/29	4,575,000.00	643,094.00	5,218,094.00
09/30/30	1,670,000.00	517,633.75	2,187,633.75
09/30/31	1,735,000.00	445,513.00	2,180,513.00
09/30/32	1,300,000.00	379,868.75	1,679,868.75
09/30/33	1,355,000.00	324,618.75	1,679,618.75
09/30/34	1,410,000.00	270,793.75	1,680,793.75
09/30/35	1,200,000.00	220,450.00	1,420,450.00
09/30/36	1,105,000.00	176,575.00	1,281,575.00
09/30/37	915,000.00	137,300.00	1,052,300.00
09/30/38	955,000.00	99,900.00	1,054,900.00
09/30/39	995,000.00	60,900.00	1,055,900.00
09/30/40	1,025,000.00	20,500.00	1,045,500.00

	39,960,000.00	9,013,412.16	48,973,412.16

COMPUTED ON BASIS OF MANDATORY REDEMPTION

Debt Amortization Rates

Period Ending	Principal	% of Principal Retired
09/30/2024	3,665,000.00	09.17%
09/30/2025	4,420,000.00	20.23%
09/30/2026	4,680,000.00	31.94%
09/30/2027	4,555,000.00	43.34%
09/30/2028	4,400,000.00	54.35%
09/30/2029	4,575,000.00	65.80%
09/30/2030	1,670,000.00	69.98%
09/30/2031	1,735,000.00	74.32%
09/30/2032	1,300,000.00	77.58%
09/30/2033	1,355,000.00	80.97%
09/30/2034	1,410,000.00	84.50%
09/30/2035	1,200,000.00	87.50%
09/30/2036	1,105,000.00	90.27%
09/30/2037	915,000.00	92.56%
09/30/2038	955,000.00	94.94%
09/30/2039	995,000.00	97.43%
09/30/2040	1,025,000.00	100.00%

DEBT SERVICE FUND MANAGEMENT INDEX

G.O. Debt Service Requirements for fiscal year-ending 09/30/2024		\$5,054,525
I&S Fds all G.O. issues 09/30/2023	\$1,325,227	
2023 I&S Fund Tax Levy @ 90%	3,634,584	
Water & Sewer	1,839,251	

Total	6,799,063	

AUTHORIZED BUT UNISSUED

GENERAL OBLIGATION BONDS AUTHORIZED BUT UNISSUED None

PENSION FUND LIABILITY

All qualified employees of the City are members of the Texas Municipal Retirement System. The City employees also participate in the U.S. Social Security program.

The City participates as one of 890 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.TMRS.com.

Required Contribution Rates (Percentage of gross covered salary)

	2025	2024
Employee:	7.00%	7.00%
Maximum Rate:	No Max	No Max
City:	19.71%	19.26%

Actuarial Valuation as of	12/31/2023	12/31/2022
Assets	\$36,664,837	\$34,815,024
Accrued Liabilities	\$43,861,646	\$41,932,931



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Unfunded/(Overfunded) Liab.	\$7,196,809	\$7,117,907
Funded Ratio	83.59%	83.03%
Annual Covered Payroll	\$8,095,101	\$7,942,784
Unfunded/(Overfunded) Liability as a % of Covered Payroll	88.90%	89.61%
Pension Liability - Beginning	\$41,932,931	\$39,411,503
Pension Liability - Ending (a)	\$43,861,646	\$41,932,931
Contributions Employer	\$1,409,355	\$1,326,742
Contributions Employee	\$566,657	\$555,995
Plan Fiduciary Net Position Beg	\$33,066,070	\$36,580,814
Plan Fiduciary Net Position End (b)	\$36,481,782	\$33,066,070
Net Pension Liability (a) - (b) (Pension Liab - Fiduciary Position)	\$7,379,864	\$8,866,861
Plan Fiduciary Net Position as a % of Total Pension Liability	83.17%	78.85%
Covered Employee Payroll	\$8,095,101	\$7,942,784
Net Pension Liability as a % of Covered Payroll	91.16%	111.63%
Membership Data		
Inactive employees or beneficiaries currently receiving benefits	105	97
Inactive employees entitled to but not yet receiving benefits	89	73
Active employees	117	129
Total	311	299

Source: Texas Municipal Retirement System.

PENSION FUND OPEB LIABILITY

OPEB Benefits - Supplemental Death Benefits Fund

Texas Municipal Retirement System ("TMRS") administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDBF"). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit ("OPEB") and is a fixed amount of \$7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated). The member city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers.

	12/31/2023	12/31/2022
Covered Payroll	\$8,095,101	\$7,942,784
Changes in the Total OPEB Liability		
Total OPEB Liability - BOY	\$393,773	\$548,194
Changes for the year		
Service Cost	\$17,000	\$34,154
Interest on Total OPEB Liability	\$16,046	\$10,291
Changes of benefit terms including		

TMRS plan participation	\$0	\$0
Differences between expected and actual experience	\$5,355	(\$5,546)
Changes in assumptions or other inputs	\$21,642	(\$181,406)
Benefit payments	(\$12,143)	(\$11,914)
Net changes	\$47,900	(\$154,421)
Total OPEB Liability - EOY	\$441,673	\$393,773
Total OPEB Liability as a Percentage of Covered Payroll	5.4561%	4.9576%
OPEB Expense (Benefit)	\$16,807	\$17,129
Number of		
Inactive employees currently receiving benefits	85	76
Inactive employees entitled to but not yet receiving benefits	16	12
Active employees	117	129
Total	218	217

Source: Texas Municipal Retirement System.

PENSION FUND OPEB LIABILITY FOR RETIREE HEALTH

	12/31/2022	12/31/2021
Covered Payroll	\$7,942,784	\$7,077,342
Changes in the Total OPEB Liability		
Total OPEB Liability - BOY	\$5,602,553	\$6,338,353
Changes for the year		
Service Cost	\$405,651	\$482,551
Interest on Total OPEB Liability	\$104,841	\$129,909
Changes of benefit terms including TMRS plan participation	\$0	(\$881,598)
Differences between expected and actual experience	\$29,269	(\$224,035)
Changes in assumptions or other inputs	(\$1,284,719)	(\$74,229)
Benefit payments	(\$214,983)	(\$168,398)
Net changes	(\$959,941)	(\$735,800)
Total OPEB Liability - EOY	\$4,642,612	\$5,602,553
Total OPEB Liability as a Percentage of Covered Payroll	58.4500%	79.1600%

Source: City of Rockport ACFR dated September 30, 2023.

NON FUNDED DEBT

NON-FUNDED DEBT PAYABLE (As of September 30, 2023)

The City reports additional debt in the principal amount of \$17,229,231 under Govt Activities and \$425,251 under Internal Serv Fd as follows:

	Amount Outstanding	Int Rate	Next Year's Requirements	Fund Reported Under
Capital Leases(a)	\$101,254	N/A	\$101,254(c)	Govt Activities
Compensated Absences	\$562,915	N/A	N/A	Govt Activities
Pension Liability	\$6,393,609	N/A	N/A	Govt Activities
OPEB	\$2,672,588	N/A	N/A	Govt Activities
Lease(b)	\$7,498,865	4%	\$753,081	Govt Activities



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Compensated Absences	\$27,959	N/A	N/A	Internal Serv Fd
Pension Liability	\$238,766	N/A	N/A	Internal Serv Fd
OPEB	\$158,526	N/A	N/A	Internal Serv Fd

For additional information on Pension and/or OPEB liabilities, see Pension Fund Liabilities section of this report.

(a) The City has entered into a lease purchase agreement for the Public Safety Center with the County of Aransas, Texas. The City and County jointly paid for the facility to house the law enforcement entities. This lease agreement qualifies as capital leases for accounting purposes, and, therefore, has been recorded at the present value of the future minimum lease payments as of the date of their inception. At September 30, 2023, the Center is carried at the cost of \$1,607,000 net of accumulated depreciation of \$763,325.

(b) See the table below for information regarding the Lease/Purchase Agreement. The rental payments constitute a current expense of the Lessee (the City) and are solely payable from funds that are legally available, including, but not limited to the general fund. The lease shall not in any way be construed to be a bond, note, or other debt of the Lessee, nor shall the pledge constitute the full faith and credit, general tax revenues, funds or moneys of the Lessee. The lease is secured by a first lien on the leased equipment, moneys and investments held from time to time in the Escrow Account, and any and all proceeds of any of the foregoing. The Lessee shall have the option to purchase all, but not less than all, of the Equipment upon the Purchase Option Commencement Date, in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, or upon expiration of the Lease Term. After payment of the applicable Purchase Price and accrued interest and all other amounts owed, the Lessor's security interest in and to such Equipment will be terminated and the Lessee will own the Equipment free and clear of the Lessor's security interest.

(c) Amount excludes interest.

Equipment Lease/Purchase Agreement (Direct Pay Qualified Energy Conservation Bds) Ser 17

Tax Treatment: Qualified Energy Conservation Bonds-Taxable

Original Issue Amount \$9,319,539.00

Dated Date: 08/08/2017

Sale Date: 07/31/2017

Delivery Date: 08/08/2017

Sale Type: Private Placement

Record Date: N/A

Bond Form: N/A

Denomination \$0

Interest pays Semi-Annually: 12/01, 06/01

1st Coupon Date: 06/01/2018

Bond Counsel: McCall, Parkhurst & Horton L.L.P., San Antonio, TX

Purchaser: Banc of America Leasing & Capital, LLC

Use of Proceeds: Equipment,

Maturity	Amount	Coupon	Orig Reoffering Price/Yield
12/01/2023	219,168.35	4.2400%	100.00%
06/01/2024	220,608.29	4.2400%	100.00%
12/01/2024	230,238.68	4.2400%	100.00%
06/01/2025	231,751.35	4.2400%	100.00%
12/01/2025	241,697.46	4.2400%	100.00%
06/01/2026	243,285.41	4.2400%	100.00%
12/01/2026	253,556.80	4.2400%	100.00%
06/01/2027	255,222.66	4.2400%	100.00%
12/01/2027	179,511.24	4.2400%	100.00%
06/01/2028	180,690.63	4.2400%	100.00%
12/01/2028	277,390.00	4.2400%	100.00%
06/01/2029	279,212.46	4.2400%	100.00%
12/01/2029	290,513.88	4.2400%	100.00%
06/01/2030	292,422.56	4.2400%	100.00%
12/01/2030	304,089.77	4.2400%	100.00%
06/01/2031	306,087.64	4.2400%	100.00%

12/01/2031	318,134.14	4.2400%	100.00%
06/01/2032	320,224.28	4.2400%	100.00%
12/01/2032	332,660.65	4.2400%	100.00%
06/01/2033	334,846.23	4.2400%	100.00%
12/01/2033	347,684.67	4.2400%	100.00%
06/01/2034	349,968.96	4.2400%	100.00%
12/01/2034	363,221.76	4.2400%	100.00%
06/01/2035	365,608.13	4.2400%	100.00%
12/01/2035	379,288.67	4.2400%	100.00%
06/01/2036	381,780.60	4.2400%	100.00%

-----\$7,498,865.27

Call Option: The Agreement (a) is not subject to optional redemption within five years of the date hereof, (b) is not issued at an issue price that exceeds the par amount thereof by more than one fourth of one percent (.25%) multiplied by= the product of the par amount and the number of complete years to the first optional redemption date of the bond, or (c) does not bear interest at increasing interest rates (i.e., a stepped coupon bond). The Agreement is not subject to expected contingent early redemption.

Period Ending	Principal	Interest	Debt Service
09/30/24	439,776.64	313,305.52	753,082.16
09/30/25	461,990.03	294,424.30	756,414.33
09/30/26	484,982.87	274,592.99	759,575.86
09/30/27	508,779.46	253,778.30	762,557.76
09/30/28	360,201.87	233,775.82	593,977.69
09/30/29	556,602.46	216,428.23	773,030.69
09/30/30	582,936.44	192,550.06	775,486.50
09/30/31	610,177.41	167,545.74	777,723.15
09/30/32	638,358.42	141,376.48	779,734.90
09/30/33	667,506.88	114,002.13	781,509.01
09/30/34	697,653.63	85,381.32	783,034.95
09/30/35	728,829.89	55,471.42	784,301.31
09/30/36	761,069.27	24,228.42	785,297.69
7,498,865.27	2,366,860.73	9,865,726.00	

OVERLAPPING DEBT

Taxing Body	Debt Amount	As Of	%Ovlpg	Ovlpg Amt
Aransas Co	\$17,750,000	* 11/30/24	47.04	\$8,349,600
Aransas Nav Dist #1	1,360,000	* 11/30/24	47.04	639,744
Aransas Pass ISD	13,125,000	* 11/30/24	1.08	141,750
Rockport-Fulton ISD	83,650,000	* 11/30/24	48.67	40,712,455

Total Overlapping Debt: \$49,843,549

Rockport, City of 09/30/23 \$29,690,442

Total Direct and Overlapping Debt: \$79,533,991

Total Direct and Overlapping Debt % of A.V.: 2.74%

Total Direct and Overlapping Debt per Capita: \$7,277

* Gross Debt

MATERIAL EVENTS AND OTHER FILINGS

This section contains excerpt(s) from or a summary of filings made by or on behalf of the issuer. The information below is an extract or summary only. The complete filing should be viewed on the Texas MAC website (www.mactexas.com) or the Electronic Municipal Market Access (EMMA) System of the Municipal Securities Rulemaking Board (<https://emma.msrb.org/>). See TMR disclaimer at the bottom of this page.



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02/15/2022 - Standard & Poor's Underlying: Upgrade on 02/15/2022

"On February 15, 2022, S&P Global Ratings upgraded the underlying credit rating of the Issuer from "A+" to "AA-."

ECONOMIC BACKGROUND

The City of Rockport is the county seat of Aransas County, located on State Highway 35, approximately 31 miles northeast of the City of Corpus Christi, 180 miles southeast of the City of Austin, 182 miles southwest of the City of Houston and 161 miles southeast of the City of San Antonio. The City is surrounded on three sides by the waters of Aransas, Copano and Port bays. There are a variety of outdoor activities which attract tourists. The City's 2020 population was 10,070 increasing 14.88% since 2010. Commercial fishing and shrimp, tourism, and oil production and refining contribute significantly to the City's economy.

COUNTY CHARACTERISTICS

Aransas County, located on the southeastern coast near the Gulf of Mexico, was created and organized in 1871 from Refugio County. The Aransas National Wildlife Refuge is a nationally known wildlife sanctuary.

COUNTY SEAT: Rockport

2020 census: 23,830 increasing 2.9% since 2010
2010 census: 23,158 increasing 2.9% since 2000
2000 census: 22,497

ECONOMIC BASE

Mineral: sand, oyster shell, oil and gas.

Industry: tourism, hunting, fishing and commercial shrimp.

Agricultural: hunting, hay, fishing, cow-calf operations and cotton.

OIL AND GAS - 2023

The county ranks 184 out of all the counties in Texas for oil production. The gas production for this county accounts for 0.02% of the total state production. The county ranks 110 out of all the counties in Texas for gas production.

OIL PRODUCTION (Texas Railroad Commission)

Year	Description	Volume	% Change From Previous Year
2020	Oil	17,758 BBL	-12.80
2021	Oil	20,968 BBL	18.08
2022	Oil	21,804 BBL	3.99
2023	Oil	12,565 BBL	-42.37

CASINGHEAD (Texas Railroad Commission)

Year	Description	Volume	% Change From Previous Year
2020	Casinghead	153,487 MCF	11.04
2021	Casinghead	140,850 MCF	-8.23
2022	Casinghead	166,021 MCF	17.87
2023	Casinghead	89,852 MCF	-45.88

GAS WELL PRODUCTION (Texas Railroad Commission)

Year	Description	Volume	% Change From Previous Year
2020	GW Gas	3,048,731 MCF	4.45
2021	GW Gas	2,273,010 MCF	-25.44
2022	GW Gas	1,727,895 MCF	-23.98
2023	GW Gas	1,346,350 MCF	-22.08

CONDENSATE (Texas Railroad Commission)

Year	Description	Volume	% Change From Previous Year
2020	Condensate	100,840 BBL	25.42
2021	Condensate	77,569 BBL	-23.08
2022	Condensate	52,251 BBL	-32.64
2023	Condensate	42,847 BBL	-18.00

PARKS (Texas Parks & Wildlife)

Year	Description	Volume
2023	152,941 Visitors	
2024	Goose Island State Park N/A	
2025	Goose Island State Park N/A	
2020	Goose Island State Park 61,328 Visitors	

EMPLOYMENT DATA (Texas Workforce Commission)

	2024		2023		2022	
	Employed	Earnings	Employed	Earnings	Employed	Earnings
1st Q:	6,112	\$69.6M	6,232	\$70.4M	6,058	\$68.9M
2nd Q:	6,242	\$68.3M	6,370	\$72.2M	6,248	\$69.7M
3rd Q:	N/A	N/A	6,450	\$72.5M	6,416	\$73.1M
4th Q:	N/A	N/A	6,285	\$72.4M	6,288	\$73.6M

Starting Q4 2021 includes Federal Data

TOP TAXPAYERS

Principal Taxpayers	2024 A.V.	% of A.V.
1. Oaks at Bentwater Owner LLC Residential - Apartments	\$15,242,180	0.53%
2. Pearl Point Phase 2 LLC Residential - Apartments	15,000,000	0.52%
3. Pearl Point Rockport I LLC Residential - Apartments	13,800,000	0.48%
4. C. H. Marina and Drystack LP Commercial - Marina/Shipyard	13,409,680	0.46%
5. AEP Texas Inc. Utility - Electric Utility/Power Plant	11,751,360	0.40%
6. J&S Lagoons RV LLC Residential - Mobile Homes/Parks	10,779,100	0.37%
7. Rockport Harborfront LP Commercial - Commercial Land	8,778,570	0.30%
8. H.E. Butt Grocery Commercial - Grocery Store	7,564,050	0.26%
9. Heritage Hotels Rockport LP Commercial - Hotel/Motel	7,532,170	0.26%
10. Rockport Texas RV LLC Residential - Mobile Homes/Parks	7,348,800	0.25%
Total:	\$111,205,910	3.83%

FINANCE CONNECTED OFFICIALS

Mayor
Tim Jayroe
2751 SH 35 Bypass
Rockport, TX 78382
Phone: 361-729-2213
mayor@cityofrockport.com

City Manager
Vanessa Shrauner
2751 SH 35 Bypass
Rockport, TX 78382
Phone: 361-729-2213 Ext: 253
vshrauner@cityofrockport.com

City Secretary
Shelley Goodwin
2751 SH 35 Bypass
Rockport, TX 78382
Phone: 361-729-2213 Ext: 225
sgoodwin@rockporttx.gov

Finance Director
Robbie Sorrell

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rsorrell@rockporttx.gov

Tax Assessor/Collector
Anna Marshall
Aransas County Tax Office
319 N. Church St
Rockport, TX 78382
Phone: 361-790-0160
taxac@aransascounty.org

Chief Appraiser
Mike Soto
Aransas County Appraisal District
11 Hwy 35 N
Rockport, TX 78382
Phone: 361-729-9733
mikes@aransascad.org

JNP



City of Rockport
CITY COUNCIL REGULAR MEETING AGENDA
TUESDAY, APRIL 22, 2025 ~ 4:00 P.M.
ROCKPORT SERVICE CENTER
2751 STATE HIGHWAY 35 BYPASS
ROCKPORT, TEXAS 78382

City Councilmembers Present:

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

City Councilmembers Absent:

Councilmember (Ward 2) Matt Anderson

City Staff Present:

Vanessa Shrauner, City Manager
Art Rodriguez, City Attorney
Lee Brown, Public Safety Communications Center Director
Ryan Picarazzi, Public Works Director
Nathan Anderson, Police Chief
Robbie Sorrell, Director of Finance
Kimberly Henry, Assistant to the City Manager
Shelley Goodwin, City Secretary

I. CALL TO ORDER AND ROLL CALL

Mayor Jayroe called April 22, 2025, Regular Meeting to order at 4:00 p.m. and announced that a quorum had been met.

The City Council took up all Agenda Items at 4:00 p.m. (except #13, 14, and the re-discussion of Item 16) and then took a recess at 5:15 p.m. The City Council reconvened the Regular Meeting at 6:30 p.m. to address Agenda Items #13, 14, and the re-discussion of Item 16.

II. PLEDGE OF ALLEGIANCE

Councilmember Rangel led the Pledge of Allegiance to the United States flag.

III. CITIZENS TO BE HEARD

David Watson, Enchanted Oaks, requested the City forego our property taxes for one year and allocate them to the Rockport Volunteer Fire Department.

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Proclamation declaring April 26, 2025 George Riekers day in Rockport, Texas

Mayor Jayroe read the Proclamation proclaiming April 26th as George Rieker Day.

V. CONSENT

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

- 2. Consider the approval of the following City Council Minutes:**
 - i. April 1, 2025, Special Meeting**
 - ii. April 8, 2025, Regular Meeting**
- 3. Consider the approval of Rockport Center for the Arts Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 4. Consider the approval of Rockport Conference Center (The ROCC) Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 5. Consider the approval of Rockport Little Theatre Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 6. Consider the approval of Friends of Fulton Mansion Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 7. Consider the approval of the Christmas on the Beach Financial Report for Hotel Occupancy Tax (HOT)**
- 8. Consider the approval of Rockport Cultural Arts District Smithsonian Museum on Main Street Crossroads Exhibit Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 9. Consider the approval of the Rockport Cultural Arts District Mural Fest Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 10. Consider the approval of Rockport Cultural Arts District (RCAD) Heritage Programs Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 11. Consider the approval of the second Financial Quarter Report for the Texas Maritime Museum operation Hotel Occupancy Tax (HOT)**
- 12. Consider the approval of the Texas Maritime Wine Fest second quarter Financial Report of the Hotel Occupancy Tax (HOT)**

Councilmember Rangel pulled Agenda Item #8 to be considered separately.

Motion: A motion was made by Councilmember Brundrett and seconded by Councilmember Rangel to approve the Consent Agenda Items 2 – 7 and 9 - 12 and postpone Agenda Item 8 until May 13, 2025 City Council Regular Meeting. The City Council took the following vote:

Mayor Jayroe	aye
Mayor Pro Tem Hattman	aye
Councilmember Rangel	aye
Councilmember Brundrett	aye

The City Council voted four (4) aye and none (0) nays. The motion passed unanimously.

VI. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

- 13. Consider a Conditional Use Permit to bring the existing RV Park into compliance And add 23 spaces and a clubhouse on the property located at 1701 16th Street**
 - i. Staff presentation**
 - ii. Hold a public hearing to receive comments for or against the request**
 - iii. Consider the approval on first of two reading on Ordinance 1971 granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance and adding 23 spaces and a clubhouse on the property located at 1701 16th Street; also known as pt of lot 81, block 250, Swickheimer, 5.55 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.**

Carey Dietrich, Director of Community Development & Building, reviewed the request for a Conditional Use Permit. She noted this request is to expand the park from 3.5 acres to 5.5 acres. She noted that no one spoke in opposition to this request.

Mayor Jayroe opened the public hearing at 6:31 p.m. and asked if anyone wished to speak.

Gerard Cooper, the requestor, stated he purchased this property as an investment property and feel that the additional acres with help develop higher standards for this park.

Mayor Jayroe closed the public hearing at 6:32 p.m.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel to approve the first of two readings of Ordinance 1971 granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance and adding 23 spaces and a clubhouse on the property located at 1701 16th Street; also known as pt of lot 81, block 250, Swickheimer, 5.55 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 3) Brundrett	aye

Mayor Pro Tem (Ward 4) Hattman aye
The motion to approve passed unanimously; four (4) for and none (0) against. The motion passed unanimously.

14. Consider a request to change the zoning of the Land from R1 for the property located at 1711-1715 Sixteenth St

1. Staff presentation

ii. Hold a public to receive comments for or against the request

iii. Consider the approval of the first of two reading on Ordinance 1972 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 1711-1715 Sixteenth St; also known as W Pt of Lot 83 & E/2 of Lot 84, Blk. 250, Swickheimer Subdivision; to 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, reviewed the request for zoning change (corner of Bypass and 16th). She also stated no one spoke in opposition to the request.

Mayor Jayroe opened the public hearing at 6:34 p.m. and asked if anyone wished to speak.

David Herderson, the requester, stated currently the property is vacant and is requesting the zoning change to build a 7,000 to 8,000 square foot pre-fabricated building for rental of a commercial company.

Mayor Jayroe closed the public hearing at 6:35 p.m.

Approve BB AH all ayes

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman to approve the first of two readings of Ordinance 1972 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 1711-1715 Sixteenth St; also known as W Pt of Lot 83 & E/2 of Lot 84, Blk. 250, Swickheimer Subdivision; to B-1 (General Business District), repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; four (4) for and none (0) against. The motion passed unanimously.

VII. OTHER ACTION ITEMS AND UPDATES

15. Consider a presentation of the Texas Department of Agriculture (TDA) Form

A1024 Community Development Block Grant (CDBG) Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDV23-0366, Holly Road & Kluge Trail Street Improvement Project.

Pat White, Grant Works, stated the purpose of this agenda item is to provide an update and noted that no action is needed. She reviewed the Community Development Grant PowerPoint and the projects on Kluge Trail and Holly Road.

16. Consider the discussion on the Rockport Volunteer Fire Department collections, needs, and future funding

Councilmember Brundrett stated he was contacted by the Rockport Volunteer Fire Department regarding funding. He noted after the two large fires that budget has been drained.

Vanessa Shrauner, City Manager, made several suggestions on different ways the City can help get the word out, She also noted that with the increase in the donation amount this last year, they have seen a decrease in donations through utility billing; she also noted that the City Council can choose to change the utility billing option from opt in to opt out.

The City Council discussed the following:

- Assisting with marketing
- The restrictions for a City to assist a Volunteer Fire Department
- Expenses of a City Fire Department

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman to revisit Agenda Item 16. Consider the discussion on the Rockport Volunteer Fire Department collections, needs, and future funding. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; four (4) for and none (0) against. The motion passed unanimously.

Mark Thompson, Rockport Volunteer Fire Department Treasurer, provided a PowerPoint regarding the following:

- Volunteerism is low
- Aging equipment
- Increasing funding
- Age of the Fleet
- The Averages of a fire or accident
- Restricted funds from City and County
- Unrestricted Funds going down
- Where do we spend money?

The City Council discussed the following:

- Cost of the recent fires (work on it)
- Vehicles require annual inspection and maintenance
- ISO rating 4 is an excellent rating for VFD
- ISO rating affects property insurance.
- FPA guidelines all firefighters (7,500 equipment for each person)
- City assists with PR.
- Change the utility option on new account to where they have to opt out
- Average cost per fire or accident

VIII. CITY MANAGER'S UPDATE

17. City Manager's Monthly Update

Vanessa Shrauner, City Manager, reviewed the City Manager's Monthly Update. She highlighted the following:

- Departments are 17% below expenditure
- Sales Tax up 2%
- Highest taxpayers in the City
- Unspent Bonds
- Police Chief Conference
- Public Safety Communications - 42 agencies were included in the recent fires
- Communication Opportunities
- Senate Bill 19 letter in opposition

She also discussed moving the Regular Meetings from 6:30 p.m. to 4:00 p.m. She noted she will bring back an Ordinance at the May 13, 2025 Regular Meeting.

IX. CITY COUNCIL REPORT

Councilmember Rangel stated a memorial will be held for George Riecker on Saturday.

Councilmember Brundrett stated he had a City Connect-Scoop Talk, which residents came out to ask questions or hear about all the things the City is doing.

Mayor Pro Tem Hattman provided the following updates

- The next City Connect - Tea Time will be held May 28, 2025 at the City pool at 6:30 p.m. at the pool.
- Tree Committee Update
- Convention and Visitor Bureau Board Update

Mayor Jayroe thanked Luis Puron for all his hard work and all the good he has done for Rockport.

Carey Dietrich, Director of Community Development & Building, announced that there will be Conditional Use Permit training on May 10, 2025, with the time to be announced.

X. ADJOURN

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangel adjourn the April 22, 2025, City Council Regular Meeting at 7:05 p.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/MMC
City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of Rockport Cultural Arts District Smithsonian Museum on Main Street Crossroads Exhibit Second Quarter of Financial Report for Hotel Occupancy Tax (HOT)

SUMMARY:

The Rockport Cultural Arts District (RCAD) Smithsonian Museum Second Quarter of Financial Report for Hotel Occupancy Tax (HOT).

BACKGROUND:

The City Council changed the process for the HOT Quarterly Financial Report and the RCAD has met the following requirements:

- Submission Deadline
- Provided copies of the receipts before receiving the one-time payment
- Completed all the required fields on the application
- Spent funds according to the contract

The RCAD received a one-time payment because their expenses and payments totaled the amount they were rewarded. The City Council will still need to review the report.

FUNDING SOURCE:

Hotel Occupancy Tax

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff recommends the approval of the Second Quarter Report.

STRATEGIC INITIATIVES:

Hotel Occupancy Tax

ATTACHMENTS:

1. RCAD.HOT.CORP.Jan.Mar.2025.w.Financial.Report
2. RCAD.Smithsonian.City.Financial.Report.Jan.Mar.25

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025

Rockport Cultural Arts District

March 31, 2025

HOT Report



Rockport Cultural Arts District (RCAD)



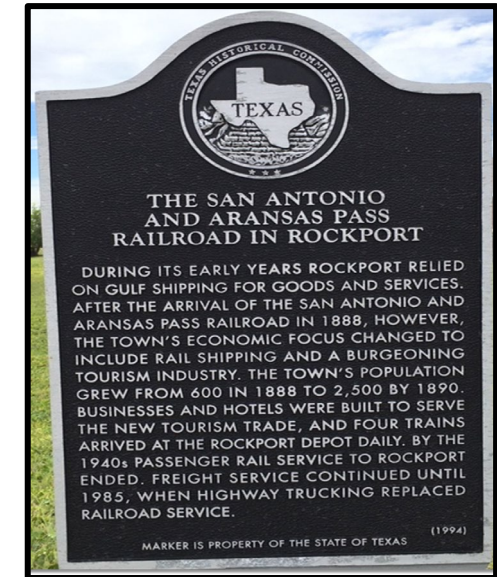
- The mission and objectives of the District are to:
- Strengthen and preserve Rockport's unique reputation as a significant artistic community
- Be a resource for residents and visitors.
- Continued economic development through marketing the many facets of tourism within the District.



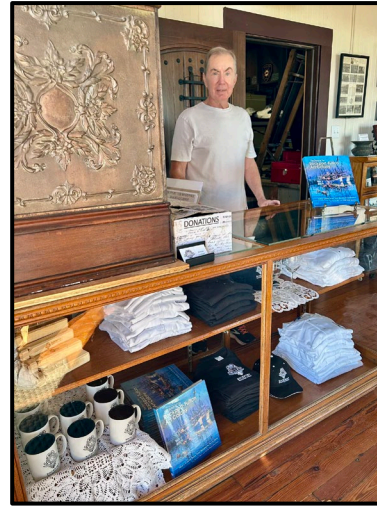
2020 - RCAD acquired the Rockport Railroad Depot built in 1888

2021 - Restored and transformed into a museum

2025 – Progression to establishing Rockport Railway Park



Integrating Art into the Depot Museum



RCAD Murals Promote



Tourism

Add the hashtag
#rockportculture to
encourage selfies and
posting on IG & FB



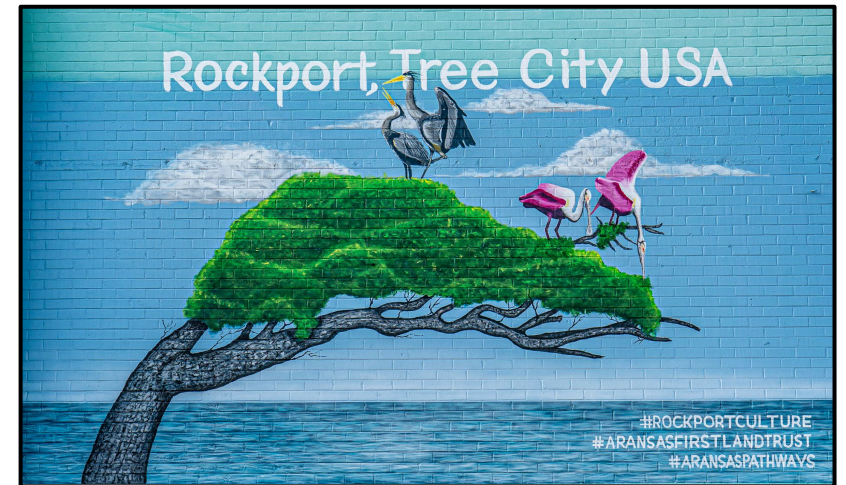
Memories



Nature



Youth Engagement



Ecosystem

Added to Art Colony's Tradition of Public Art by Commissioning *Cultural Interface*



- ***Cultural Interface*** symbolizes the history and under-told story of a time when the Native American population encountered the European explorers and settlers.

Preserving our Natural Habitat



This QR Code located on the base of the sculpture linked to RCAD's website



Website Shares RCAD Activities

www.rockportculturalartsdistrict.com

**SECOND SATURDAY
IN THE DISTRICT!**

AUSTIN STREET
ART WALK
Presented by Rockport Center for the Arts
Cocktail Reception 5-7pm

ROCKPORT CULTURAL ARTS DISTRICT

WELCOME TO FARMERS MARKET
2nd Saturdays Every Month
9 a.m. - 1 p.m.
105 S Austin St.

TRAIN RIDES!
10AM-3PM

ROCKPORT RAILROAD DEPOT

H-E-B

THE TEXAS MARITIME MUSEUM
Book Signing
EVENT 1-3PM
Jason Bradshaw
Palm Island

Daily Grind
Maker's Market
2nd Saturday on the Palis
Shop Unique Gifts from Local Vendors

Live Music!
THE COASTAL MERCANTILE
WHISKEY

Join Us Downtown Rockport on September 14th!

#RockportTX #SpringBreak #DowntownRockport #LiveMusic #ShopLocal #CoastalGetaway #FamilyFun #RockportCulture

DISTRICT EVENTS

MARCH 2025

S	M	T	W	T	F	S
23	24	25	26	27	28	01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Spring Break Week

SECOND SATURDAY

01 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
CLAY & POTTERY EXPO @ RCA
8PM LIVE MUSIC WHISKEY PALM

02 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

03 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

04 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

05 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

06 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

07 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

08 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

09 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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10 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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11 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

12 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

13 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

14 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

15 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

16 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

17 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

18 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

19 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
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20 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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21 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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22 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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23 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

24 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

25 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

26 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

27 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

28 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
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MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

29 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

30 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
MUSIC ON PATIO @ ANN MARIE JAMES BOUTIQUE

31 1-4PM LIVE MUSIC @ COASTAL MERCANTILE
2-3PM ARTIST RECEPTION @ ROCKPORT LITTLE THEATRE
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RCAD's YouTube Channel

ROCKPORT CULTURAL ARTS DISTRICT

Rockport Cultural Arts District

@RockportCulturalArtsDistrict

The Rockport Fulton Art Colony Documentary
426 views
1 month ago

Interview with Steve Russell and Charlie Belaire at Cultural...
9 views · 3 months ago

Rockport Fulton: Discover the Charm and Excitement | 2...
148 views
8 months ago

Explore Rockport-Fulton: Historic Sites, Outdoor...
71 views
8 months ago

Rockport Railroad Depot: A Journey Through History
39 views
8 months ago

Discover Rockport's Second Saturday Art Walk | Fun, Foo...
15 views
8 months ago

Rockport Cultural Arts District - RCAD
March 16 at 1:23 PM · 🌐

Subscribe to our YouTube channel to see media we've created to promote our initiatives and projects —

- attracting visitors
- creating public art
- restoring the ... See more



**Aransas County Airport
Entrance on Hwy 35 N
Near John Wendell Road**

Schedule of Events



- **9:00am**
 - Gates open to the public
 - Wings Over Rockport – Donation “Chow Line” Breakfast and Aransas County Airport History Lessons
 - Greatest Generation / Liberty Jump Team – Airfield Flyover, Land, and Setup Paratrooper Exhibit
- **9:30am**
 - Opening Ceremony – Warbird flyover
 - Continued Warbird Arrivals
- **10:15am** – Liberty Jump Team – “Static Line Parachute Deployment Sequence” Ground Demonstration
- **11:00am & 12:00pm** - Greatest Generation – Engine Start Up and Takeoff
- **1:30pm** – Third Coast Squadron – Radio Instrument & Flight Procedures Lesson
- **2:30pm** – Black Cat Productions – Filming Scene of “How About Now” – A 1940’s reenactment of “Casablanca”
- **4:00pm** – Warbird Send Off and Exhibit Closure

******Warbirds flights will be ongoing throughout the day from 9:00am – 4:00pm******



Smithsonian Institution
Museum on Main Street

Rockport
Awarded Texas Inaugural Exhibit
January 25 – March 9, 2025

Sponsored by
Aransas County
City of Rockport
Gulf Coast Growth Ventures
Humanities Texas
THANK YOU!!

Smithsonian Rockport Museum on Main Street

HOSTS

Aransas County Historical Commission
Aransas County Historical Society
History Center for Aransas County
Rockport Cultural Arts District/
Rockport Railroad Museum
Rockport-Fulton Chamber of Commerce
Texas Tropical Trails



PARTNERS



Aransas County Airport
Brownville Historical Association
Cuero Museum
Fulton Mansion State Historic Site
Fulton Schoolhouse Museum DRT
Goliad Chamber of Commerce
Gonzales Chamber of Commerce
Palacios Preservation Association
Port Isabel Lighthouse/City of Port Isabel
Refugio History Groups
Rockport Little Theatre
Taft Blackland Museum
Texas Maritime Museum
Rockport-Fulton Vietnamese Community

Cross-Cultural Initiatives included Multi-Ethnic Activities

Vietnamese



Cuisine, Culture and
Literary Works

Native American



Heritage, Customs,
Regalia, Dances

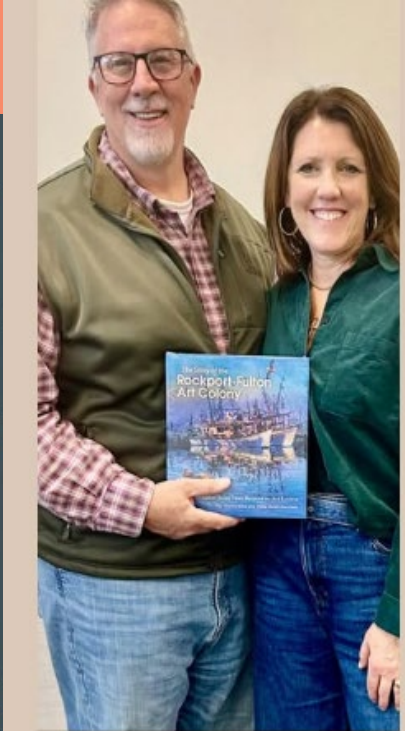
Mexican American



Vaquero Skills:
Cooking, Branding & Roping

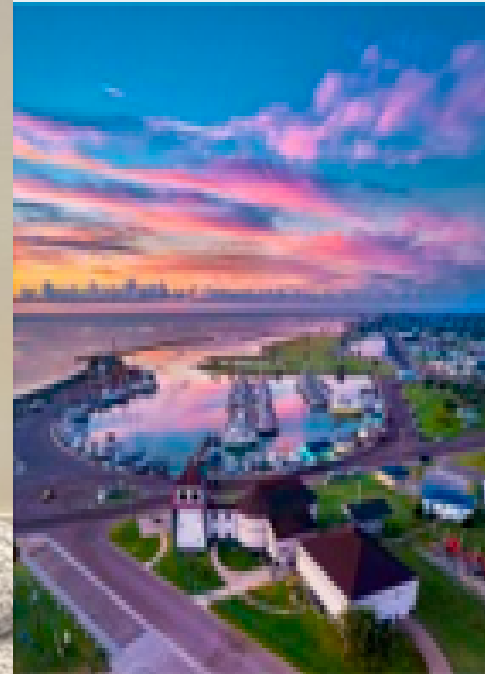
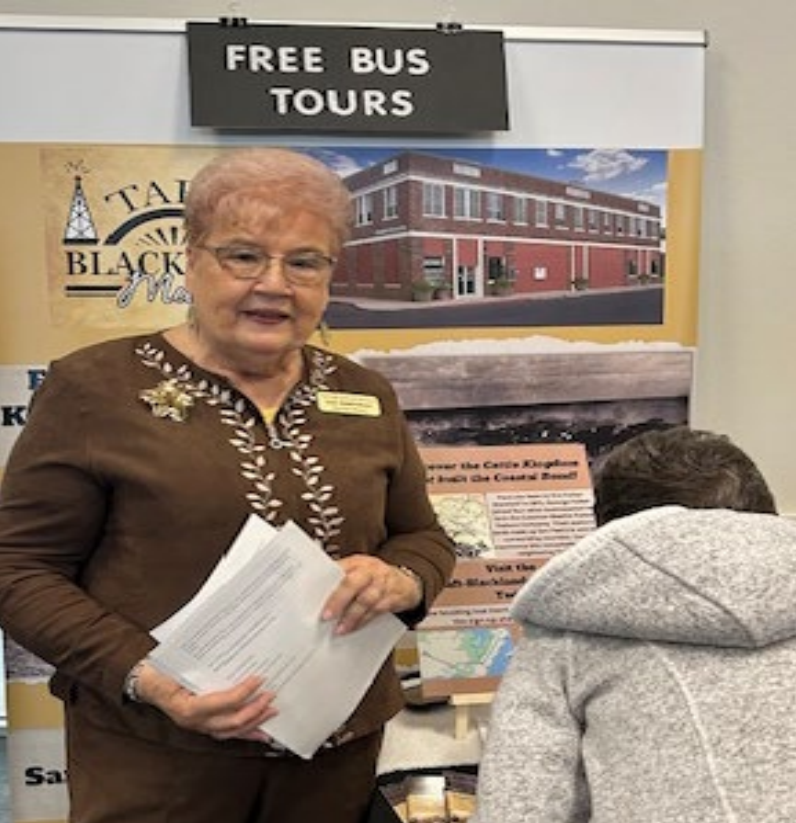


Partners
 Aransas County Airport | Aransas County
 Historical Commission | Aransas County
 Historical Society | Aransas Pathways |
 Rockport-Fulton Chamber of Commerce and
 Visitor Center | Brownsville Historical
 Association | Cuero Heritage Museum | Fulton
 Mansion | History Center for Aransas County |
 Matagorda County Museum | Palacios
 Preservation Association | Port Isabel
 Lighthouse | Refugio History Groups | Rockport
 Cultural Arts District | Rockport Little Theatre









Rockport Hosts the Smithsonian

Explore [Rockport's](#) transformation from cattle shipping hub to charming coastal town through the Smithsonian's traveling exhibit, "Crossroads: Change in Rural America," on display from

January 25 to March 9. The Smithsonian exhibit examines the evolution of rural America, highlighting how community, identity, and development have changed over the past century. For more details, [click here](#).

UPCOMING EVENTS FEB 13TH- FEB 16TH	
13 FEB	10:00am-4:00pm Exhibit "Gateways to Texas: Coastal Passages"
14 FEB	10:00am-4:00pm Exhibit "Gateways to Texas: Coastal Passages"
15 FEB	10:00am-4:00pm Exhibit "Gateways to Texas: Coastal Passages"

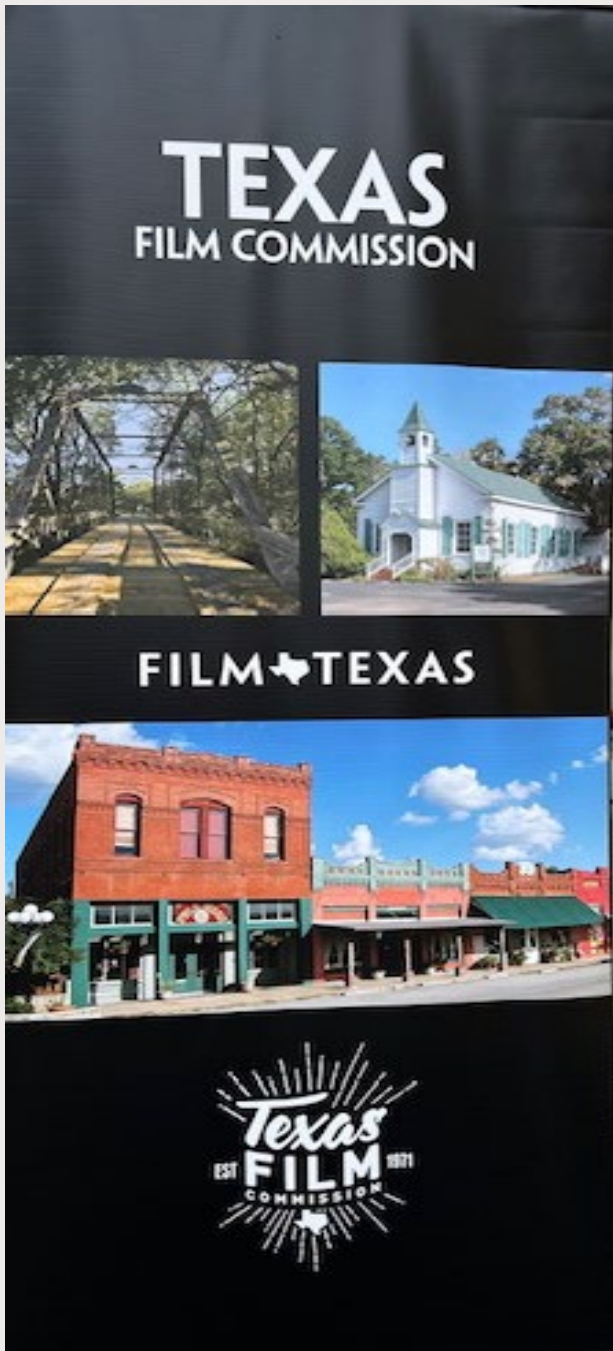
UPCOMING EVENTS FEB 13TH- FEB 16TH	
15 FEB	10:00am-4:00pm Exhibit "Gateways to Texas: Coastal Passages"
15 FEB	10:00am-4:00pm Rockport, San Antonio & Aransas Pass Railroad Museum
15 FEB	12:00pm-2:00pm Book Signing and Showing of the Rockport-Fulton Art Colony
15 FEB	1:00pm-4:00pm Blackland Museum Bus Trip

UPCOMING EVENTS FEB 13TH- FEB 16TH	
16 FEB	10:00am-4:00pm Rockport, San Antonio & Aransas Pass Railroad Museum
16 FEB	1:00pm-4:00pm Sunday Games, Dominos & Puzzles By Fulton Mansion
EVERY DAY	Mus - Sat: 10 am - 4 pm & Sun: 12 pm - 4pm Smithsonian: Museum On Main Street
EVERY DAY	Mus - Sat: 10 am - 4 pm & Sun: 12 pm - 4pm "Footprints" Self Guided Walking Tour



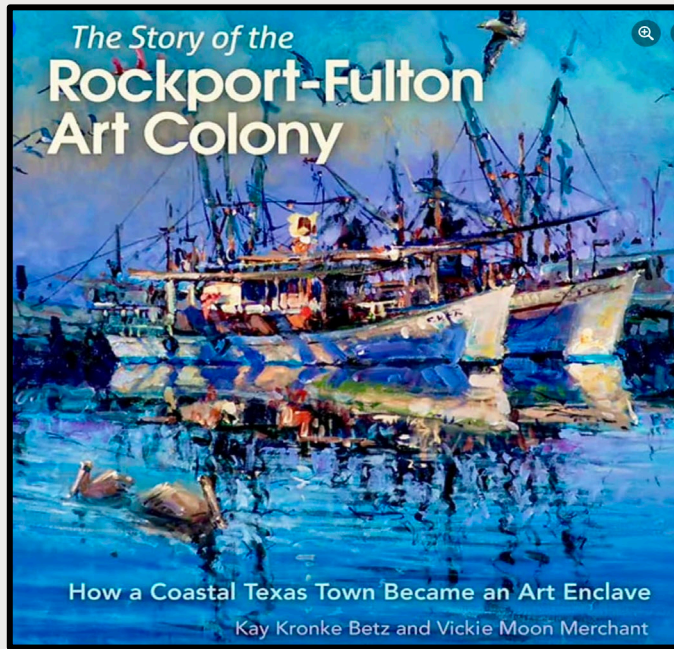
Rockport: Texas Film Friendly Community





Film Friendly Initiatives

- Additional Sites Added to State FFT Database
- Promotion of Rockport-Fulton through RCAD Award Winning Films and Commercials
- Working Ecosystem Documentary featuring Rockport - Fulton



Short Documentary based on *The Story of the Rockport Fulton Art Colony*

• WON ★ Austin Film Festival Short Documentary

• Nominated:

Cowpokes International Film Festival

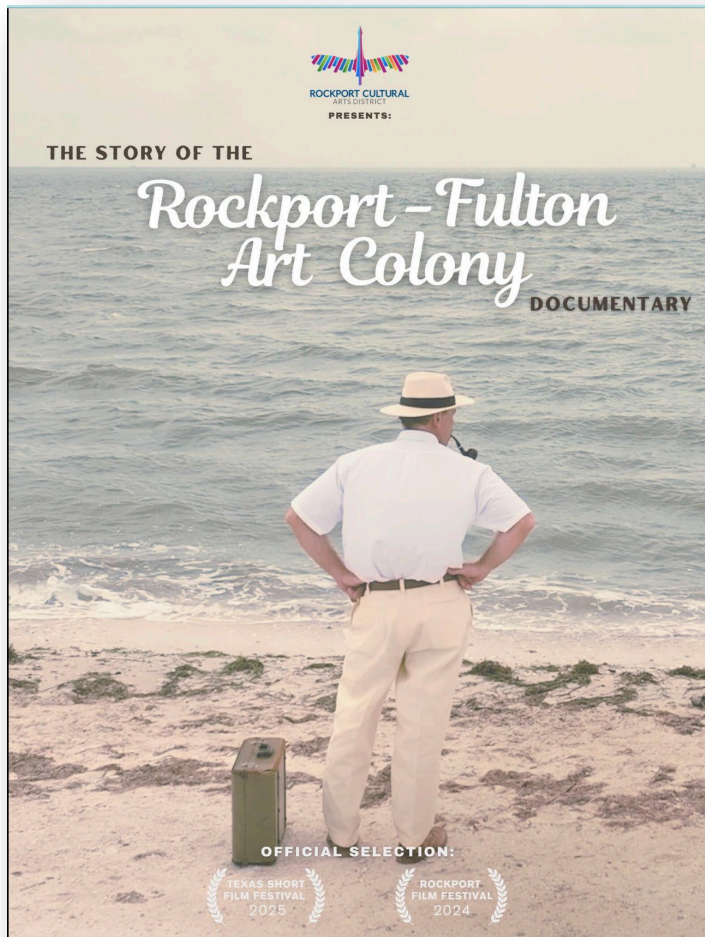
- Best Short Documentary
- Best Texas Short Film
- Best Family Film
- Best Director
- Best Female Filmmaker

• Finalist:

San Antonio Film Festival

Dallas USA Film Festival

Best Documentary - Texas Short Film Festival



Enjoy the documentary

<https://www.youtube.com/watch?v=zoy3JuTRMJw>



April 24, 2025 2:45 PM-4:00 PM CT

Traditional Panel

Concho Room

Rockport's art colony, founded by artist Simon Michael in 1948, has inspired generations of artists. The Rockport Cultural Arts District (RCAD) has leveraged this history to attract cultural-heritage tourists with a multi-faceted approach that has included a commissioned mural, a children's book launch, an exhibition, and a symposium featuring prominent Texas art historians and artists to celebrate the art colony's impact. The initiative has also included historical tours, a short documentary, social media, and community engagement. The RCAD's successes demonstrate how untold stories can be used to promote cultural districts.



Vickie Merchant

Author and Historian
Rockport Cultural Arts Dist...



Kay Betz

Advisory Board Member
Rockport Cultural Arts Dist...



Jennifer Day

Executive Director
Rockport Cultural Arts District

Theme:
Visitor Experience

Education/Train...

Crossovers and ...

Media/Commun...

Selected to present at the Texas Historical Commission Annual State Conference

Promoting Heritage Tourism by Sharing the Story of a Texas Art Colony

Texas Historical Commission

Rockport Cultural Arts District Jan. 1 - Mar.
15, 2025

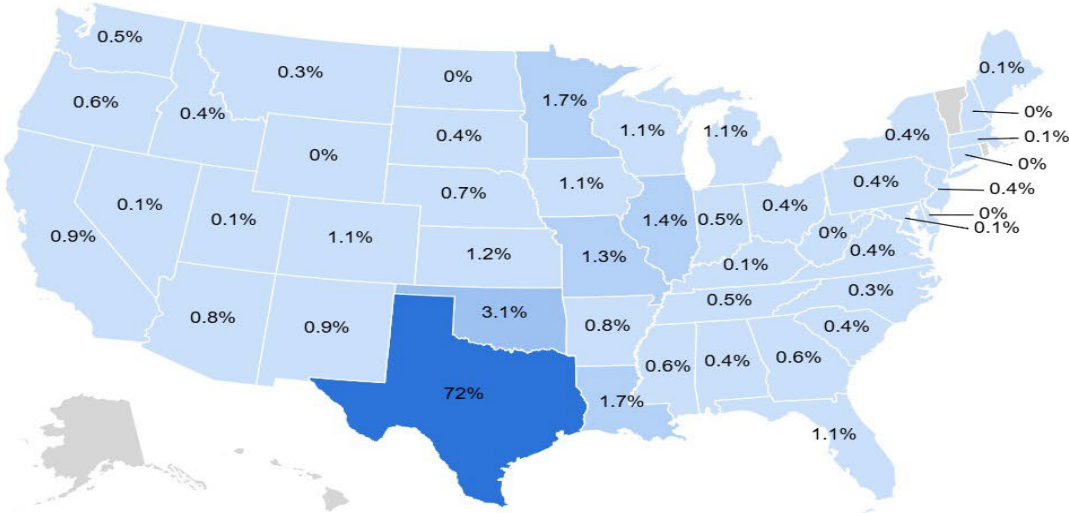
Prepared by



Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Share of Trips by State Map



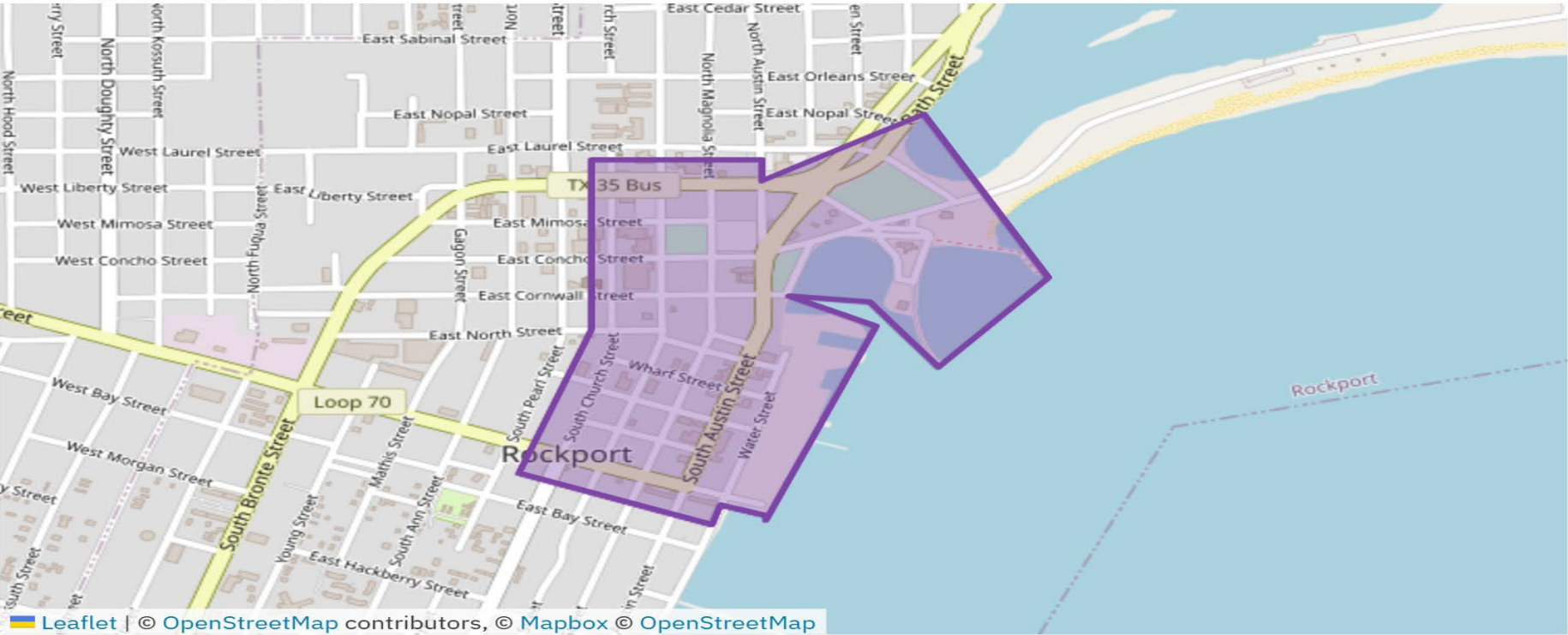
Texas Historical Commission - Rockport Cultural Arts District Jan. 1 - Mar. 15, 2025

Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Selected Clusters

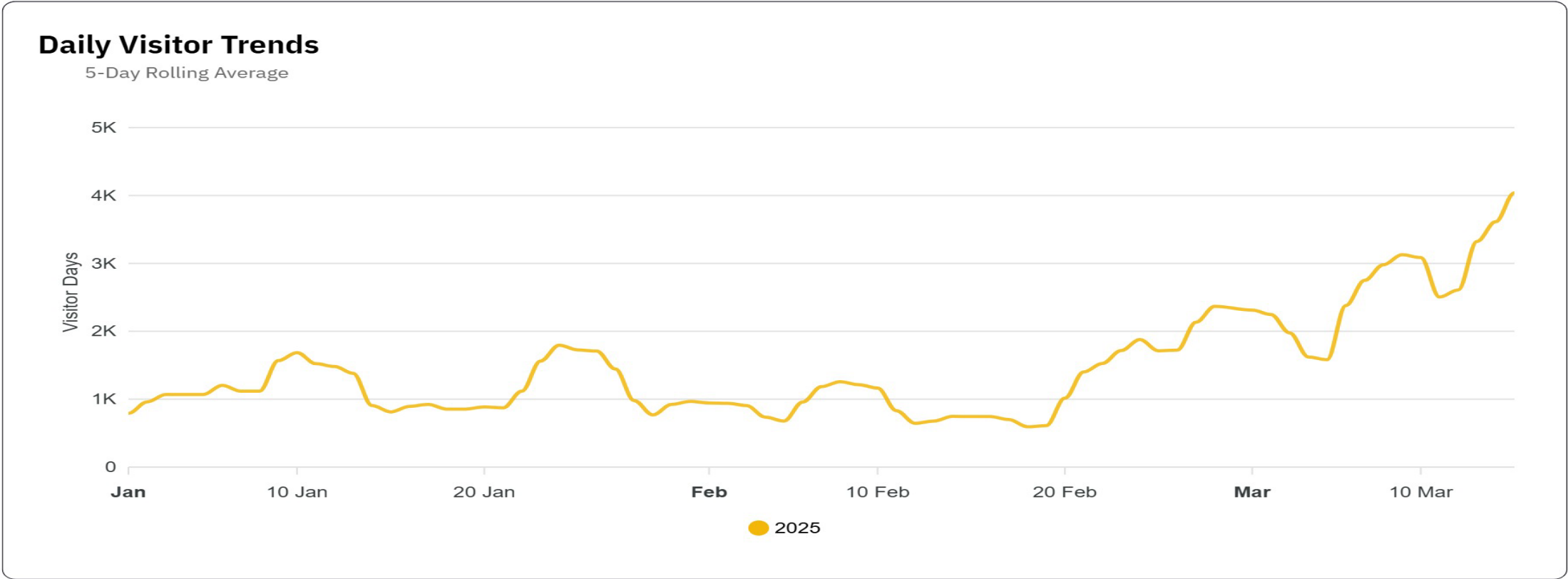
Color by: Cluster



Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Trend Analysis



Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Trips

City Visitation

City	Visitor Days
San Antonio, TX	9.46%
Austin, TX	2.32%
Houston, TX	2.08%
Seguin, TX	1.69%
New Braunfels, TX	1.69%
Boerne, TX	1.62%
Victoria, TX	1.5%
Cypress, TX	1.45%
Stockdale, TX	1.31%

State Visitation

State	Visitor Days
Texas	69.7%
Oklahoma	3.14%
Louisiana	1.77%
Minnesota	1.66%
Michigan	1.42%
Illinois	1.41%
Wisconsin	1.35%
Iowa	1.33%
Colorado	1.3%

DMA Visitation

DMA	Visitor Days
San Antonio	26%
Houston	11.4%
Austin	8.98%
Dallas-Ft. Worth	5.78%
Waco-Temple-Bryan	3.76%
Corpus Christi	2.6%
Victoria	2.44%
Harlingen-Wslco-Brnsvl-Mca	1.88%
Tyler-Longview-Lfkn&Ncgd	1.7%

Texas Historical Commission - Rockport Cultural Arts District Jan. 1 - Mar. 15, 2025

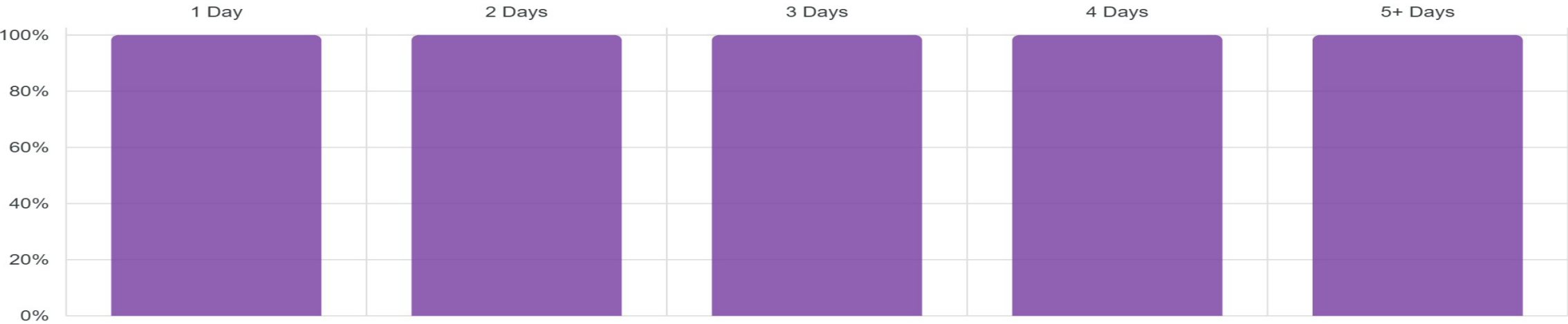
Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Visitor Days Spent

1-DAY TRIP VISITOR DAYS 58,783 Days	2-DAY TRIP VISITOR DAYS 20,435 Days	3-DAY TRIP VISITOR DAYS 11,509 Days	4-DAY TRIP VISITOR DAYS 7,119 Days
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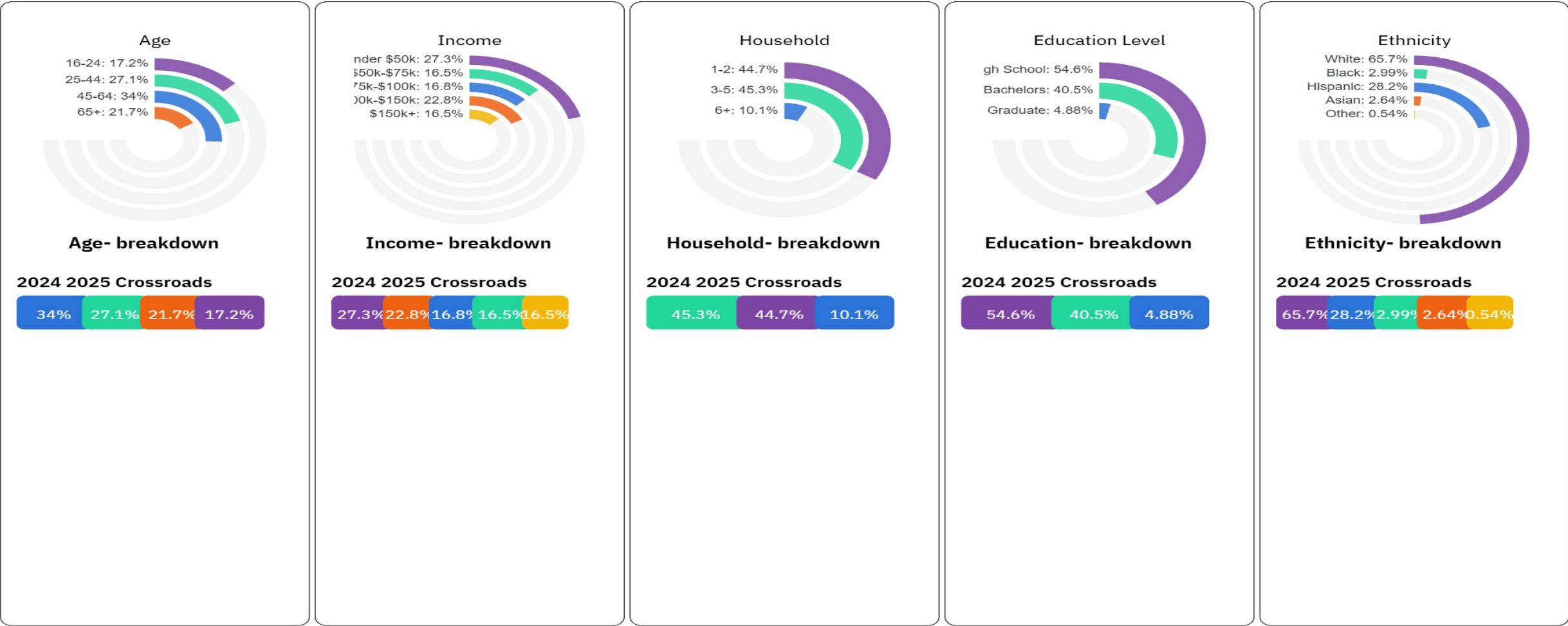
Share of Trips per Trip Length



Global Filters In-State Out-of-State Distance: 50 mi - 2,972 mi Dates: 1/1/25 - 3/15/25 Clusters: All Included POI: Rockport Expanded Included

Advanced Filters

Demographics





www.rockportculturalartsdistrict.com

www.facebook.com/RockportCAD

[#RockportCulture](https://twitter.com/RockportCulture)

City of Rockport Quarterly Financial Report for Hotel Occupancy Tax (HOT)

Quarter	Quarter Ending	Due Date to City Secretary	City Council Meeting Approval of Quarterly Reports
1st	December 31, 2024	January 14, 2025	January 28, 2025
2nd	March 31, 2025	April 8, 2025	April 22, 2025
3rd	June 30, 2025	July 8, 2025	July 22, 2025
4th	September 30, 2025	October 14, 2025	October 28, 2025

Please submit the completed form to Shelley Goodwin, City Secretary, 2751 S.H. 35 Bypass, Rockport, TX 78382 or submit it by email to sgoodwin@rockporttx.gov

PROJECT OR EVENT INFORMATION

Name of Grantee Organization: Rockport Cultural Arts District

Name of Event or Project: Smithsonian Museum on Main Street Crossroads Exhibit

Date(s) of Event or Project: January 25, 2025 to March 9, 2025

Primary Location of Event or Project: New Aransas County Community Building

FUNDING USE INFORMATION

Total amount of City hotel occupancy tax (HOT) expended during the quarter: \$33,152.08

Actual amount of total event costs funded by City hotel occupancy tax: \$13,107.57

Actual amount of facility costs funded by City hotel occupancy tax (if applicable): \$0

Actual amount of staff costs funded by City hotel occupancy tax (if applicable): \$20,044.51

Actual amount of office supplies costs funded by City hotel occupancy tax (if applicable): 0

ATTENDANCE & LOCAL HOTEL/MOTEL OCCUPANCY INFORMATION

Estimate of the attendance at your event or facility. 58,783

Estimate of the quarterly tourist/visitor attendance at your event or facility. 58,783

If the attendance numbers differ greatly from the estimated numbers submitted with your application, please explain circumstances that you believe may have affected attendance:

Estimated attendance numbers and hotel room stays exceeded estimated numbers submitted with RCAD's application based on the Texas Historical Commission's geofencing software report data – See RCAD Quarterly Report

Can you provide an actual or estimated number of how many room nights were occupied at local hotels, motels, short-term rentals, or bed and breakfast inns by attendees of your event(s) or project? X Yes ___ No

If yes, please provide that number: 1 1 , 5 0 9 Is the number provided an actual number, or estimated? Estimated

If no, please explain why your event prevents you from determining the number of local room nights occupied by attendees of your event(s) or project: _____

Was a room block established for attendees of your event at an area hotel or motel? Yes NoX

Which hotel(s)/motel(s)? _____

How many rooms were blocked? _____

How many rooms were used? _____

MARKETING & PROMOTION ACTIVITY INFORMATION

Please check all efforts your organization used to promote your event and indicate how much was spent in each category:

_____ Newspaper - \$ _____

Press Releases - \$ _____

_____ Radio - \$ _____

Direct Mail - \$ _____

_____ Internet ads - \$ _____

Social media ads - \$ 5,484. _____

_____ TV-\$ _____

____ **Other Signage** \$970.97 _____

SPORTING EVENT SECTION *(for use by sporting events only)*

How many individuals participated in the sporting event? _____

How many of the event participants were from another city or county? _____

Explain how the activity substantially increased economic activity at hotels and motels within the City or its vicinity.

Please add a spreadsheet with all expenses that are not listed above.

Please include copies of all receipts.

Signature: 	Date signed: 4/7/25
Name & Title (print or type): Jennifer Day, Executive Director	Phone (if different from phone# listed on the application):
Address (if different from the address listed on the application):	Applicant E-Mail Address (if different from e-mail address listed on the application):



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Planning and Zoning Commission

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval on second and final reading on Ordinance 1971 granting a Conditional Use Permit for the purpose of bringing the existing RV Park into compliance and adding 23 spaces and a clubhouse on the property located at 1701 16th Street; also known as pt of lot 81, block 250, Swickheimer, 5.55 acres, City of Rockport, Aransas County, Texas; subject to compliance with the conditions stated within this Ordinance, as well as those stipulated in the City of Rockport code of Ordinances; repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. COUNCIL PACKET - RESCHEDULE TO 4-22-2025
2. Ordinance - 1071 1701 16th St

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: May 07, 2025



Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, April 22, 2025, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of April 22, 2025, and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56> or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council meeting. The comments will be read and summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

POSTED the 3rd day of April, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Thursday, April 3, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

STAFF REPORT

Building & Development Services | Carey Dietrich, Community Planner
2751 SH 35 Bypass, Rockport, TX 78362
Phone: (361) 790-1125, x. 226 | Email: communityplanner@cityofrockport.com



PROPERTY ADDRESS/LOCATION

1701 16th St

APPLICANT/PROPERTY OWNER

Gerard B Cooper, Registered Agent for 1701 16th St, LLC, Owner

PUBLIC HEARING DATE

P&Z – Monday, March 17, 2025
CC – Tuesday, April 22, 2025, 2025

P&Z DATE

P&Z – Monday, March 17, 2025

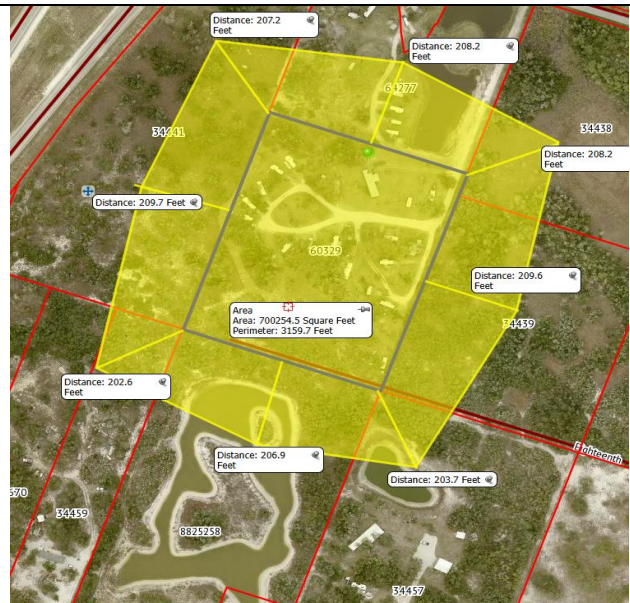
CITY COUNCIL DATE(S)

1st Reading – Tuesday, April 22, 2025
2nd Reading – May 13, 2025,

BRIEF SUMMARY OF REQUEST

Property owner, 1701 16th St, LLC represented by Gerard Cooper is requested a Conditional Use Permit (CUP) in order to expand the RV park and add 23 spaces and new clubhouse and bring the existing into compliance with the RV Park Ordinance.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, April 3, 2025 edition and mailed out to ten (10) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.





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 []

B. ADDRESS AND LOCATION OF PROPERTY _____
1701 16TH ST Rockport, Texas 78382

C. CURRENT ZONING OF PROPERTY: _____

D. PRESENT USE OF PROPERTY: RV PARK

E. ZONING DISTRICT REQUESTED: _____

F. CONDITIONAL USE REQUESTED: _____

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

- Lot or Tract Swickheimer, Block 250 Block 250
Lot 81, PT of, Serial # AH02004673A, TITLE # Q1231709
- Tract _____ of the _____
Survey as per metes and bounds (field notes attached) Acres 5.55
- 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) _____
Sleepy Hollow RV Park

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 5.5 ACRES

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

EXPANDING RV PARK ON TO
2 ACRES OF THE 5.5 ACRES THAT
ARE UNDEVELOPED.
3.5 ACRES ARE PRESENTLY DEVELOPED

K. OWNER'S NAME: (Please print) 1701 16TH ST LLC
ADDRESS: 1701 16TH ST
CITY, STATE, ZIP CODE: ROCKPORT, TEXAS 78382
PHONE NO 781 291 0183

L. REPRESENTATIVE: (If Other Than Owner) GERARD COOPER
ADDRESS: 1701 16TH ST
CITY, STATE, ZIP CODE: ROCKPORT, TEXAS
PHONE NO (781) 291, 0183
RYAN ROSE (617) 669 9749

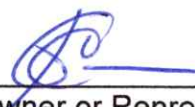
NOTE: Do you have property owner's permission for this request?
YES ✓ NO

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: 
(Owner or Representative)

(FOR CITY USE)

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

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

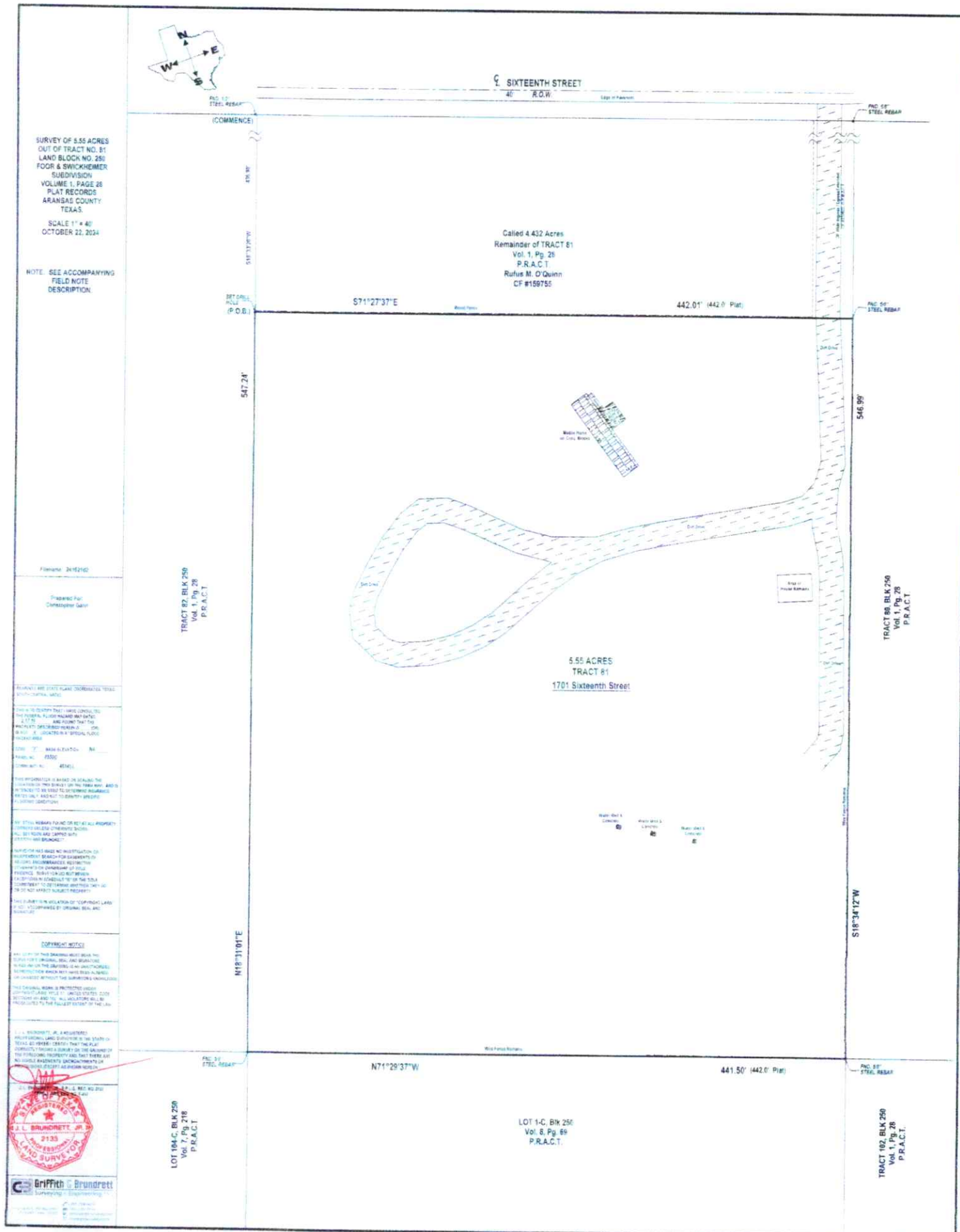
If rejected, reasons why: _____

Receipt No. _____

6 acres
x \$10

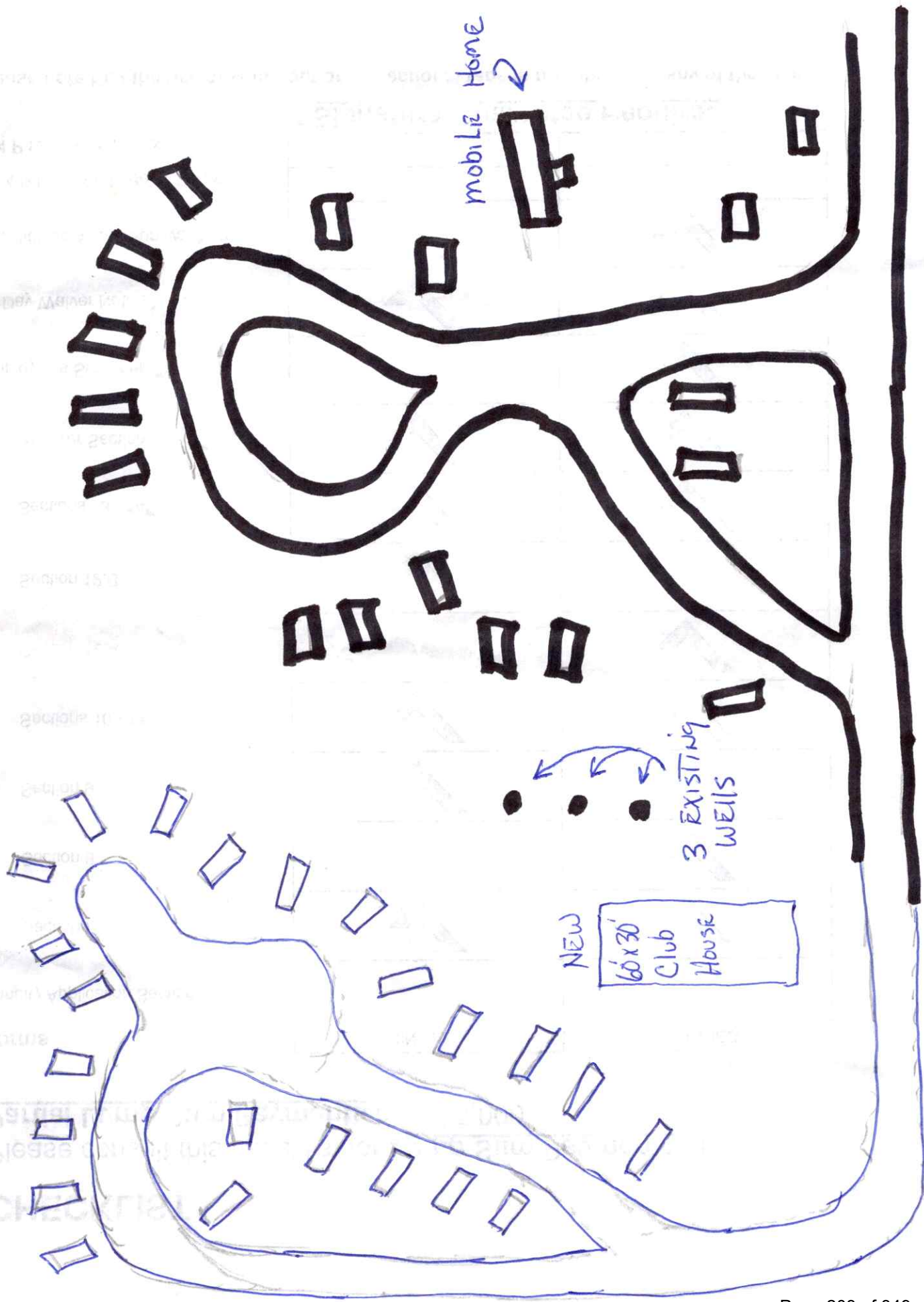
60
1.50

\$210 due



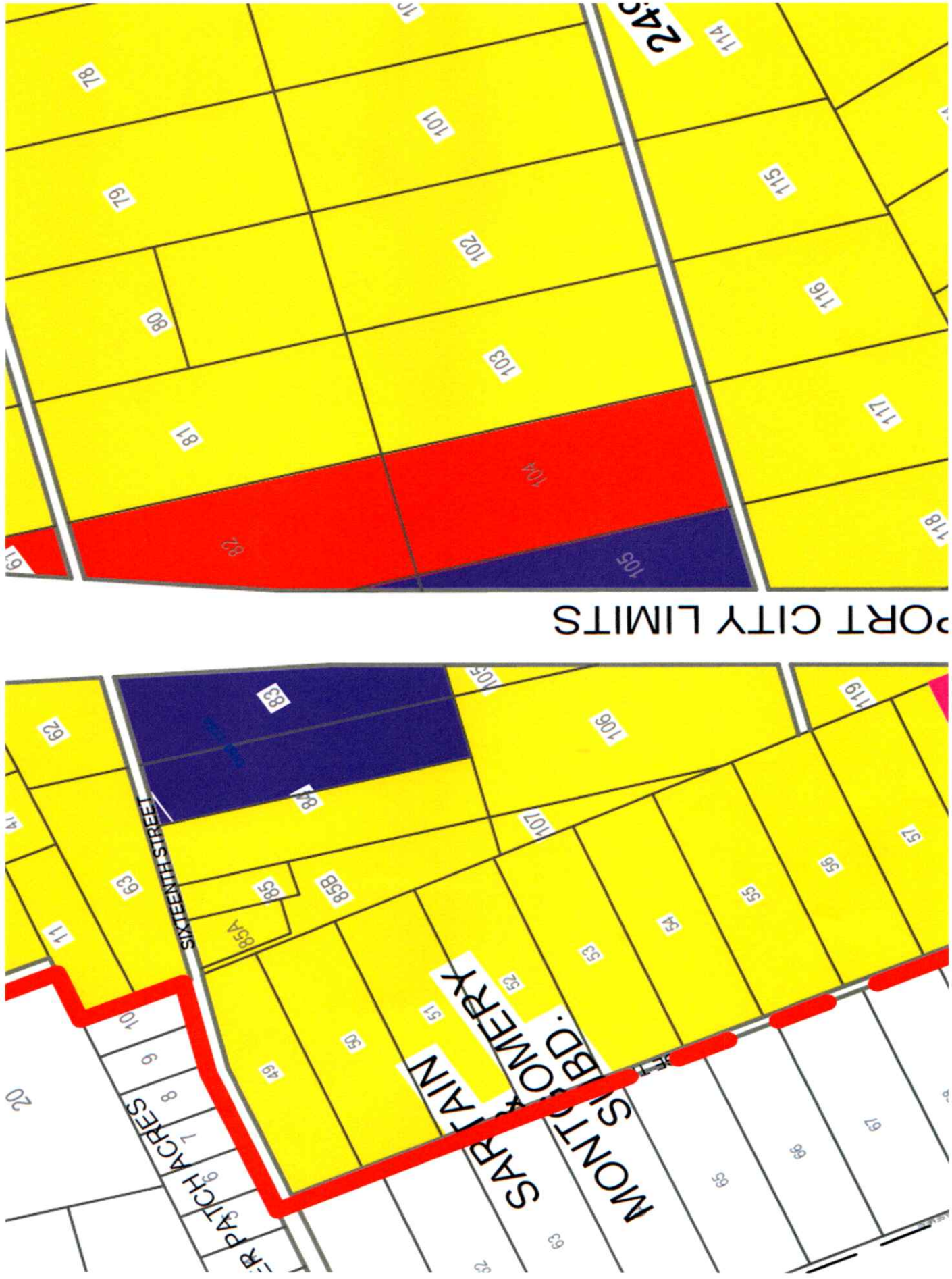
EXISTING ROADS + RV SITES

PROPOSED NEW ROADS AND RV SITES



Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
60329	1701 16th st, LLC. / Gerard C	1701 16th st	1701 16th st	Rockport	TX	78382
60329	Alan and Christopher Gann	1701 Sixteenth st	111 Crazy Horse	Sandia	TX	78383
34439	Siriwan Wallace	1623-R Sixteenth st	9726 Woodland Hills	San Anton	TX	78250
34457	John and Patti Hamm	1620 Eighteenth st	1120 W Market st	Rockport	TX	78382
8825258	Robby Varner	1688 Eighteenth st	1702 18th st	Rockport	TX	78382
34459	Matthew and Stacy Lassiter	1708 Eighteenth st	PO Box 2064	Fulton	TX	78358
8823670	Matthew and Christina Deray	1712 Eighteenth st	2161 Capeheart st	Ingelside	TX	78362
34441	Laura Chavana	1709 Sixteenth st	PO Box 654	Rockport	TX	78381
64277	Reynaldo and Nadia Rodrigue	1707 Sixteenth st	22465 US HWY 281 S	San Anton	TX	78264
34438	Puckpol Chutakanonta	1621 Sixteenth st	2142 W Cullom Ave, APT 1W	Chicago	IL	60618
	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

Zoning Map - 1701 Sixteenth st. - Swickheimer, BLOCK 250, Lot 81, PT OF , SERIAL # AH02004673A, TITLE # 01231769, LABEL # PFS0614865, ACRES 5.55, MODEL AMERICAN HOMESTAR





CRT CITY LIMITS



ORDINANCE NO. 1971

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF BRINGING THE EXISTING RV PARK INTO COMPLIANCE AND ADDING 23 SPACES AND A CLUBHOUSE ON THE PROPERTY LOCATED AT 1701 16TH STREET; ALSO KNOWN AS PT OF LOT 81, BLOCK 250, SWICKHEIMER, 5.55 ACRES, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS; SUBJECT TO COMPLIANCE WITH THE CONDITIONS STATED WITHIN THIS ORDINANCE, AS WELL AS THOSE STIPULATED IN THE CITY OF ROCKPORT CODE OF ORDINANCES; 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 February 20, 2025, 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 February 20, 2025, notice was mailed to affected property owners within 200' of subject property; and
- WHEREAS,** on February 20, 2025, 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 March 17, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and
- WHEREAS,** on March 17, 2025, the Planning & Zoning Commission did meet and said Commission voted unanimously to recommend to the City Council to approve a Conditional Use Permit (CUP) for the property located at 1701 16th St, to bring the existing RV park into compliance and add 23 spaces and a clubhouse;
- WHEREAS,** on April 3, 2025, notice was mailed to affected property owners within 200' of subject property; and
- WHEREAS,** on April 3, 2025, the City caused to be published "Notice of Public Hearing at City Council" 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 April 22, 2025, 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 property located at 1701 16th St, City of Rockport, Aransas County, Texas; be granted a Conditional Use Permit (CUP) for the purpose of bringing the existing RV park into compliance and adding 23 spaces and a clubhouse;

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 22nd day of April, 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: Building & Development

TO: Planning and Zoning Commission

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval on second and reading on Ordinance 1972 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 1711-1715 Sixteenth St; also known as W Pt of Lot 83 & E/2 of Lot 84, Blk. 250, Swickheimer Subdivision; to B-1 (General Business District), repealing all Ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. PACKET FOR COUNCIL 4-22-2025
2. Ordinance -1972 1711-1715 16th St

APPROVAL/REVIEW:

Carey Dietrich, Director of Community Development & Building

Date: May 07, 2025



Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, April 22, 2025, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request to rezone the property located at 1711-1715 Sixteenth St; also known as W PT of Lot 83 & E/2 of Lot 84, Blk 250, Swickheimer Subdivision to B-1 (General Business District), currently zoned R-1 (1st Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of April 22, 2025, and posted on the City's website www.cityofrockport.com.

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56> or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council meeting. The comments will be read and summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

POSTED the 10th day of April, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Thursday, April 10, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development

STAFF REPORT

Building & Development Services | Carey Dietrich, Community Planner
 2751 SH 35 Bypass, Rockport, TX 78362
 Phone: (361) 790-1125, x. 226 | Email: communityplanner@cityofrockport.com

**PROPERTY ADDRESS/LOCATION**

1711-1715 16th St

APPLICANT/PROPERTY OWNER

David Henderson, Owner

PUBLIC HEARING DATE

P&Z – Monday, February 17, 2025
 CC – Tuesday, April 22, 2025

P&Z DATE

P&Z – Monday, February 17, 2025

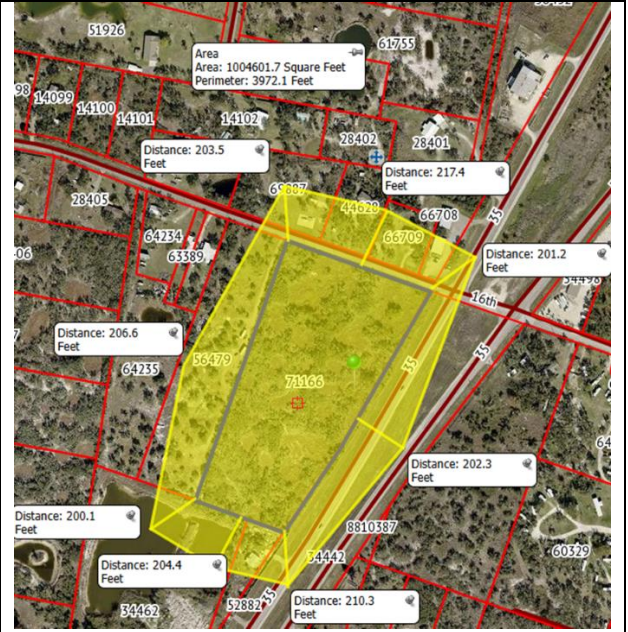
CITY COUNCIL DATE(S)

1st Reading – Tuesday, April 22, 2025
 2nd Reading – May 13, 2025,

BRIEF SUMMARY OF REQUEST

Property owner, David Henderson, wishes to rezone the property located at 1711-1715 16th St to B1 (General Business District) in order to construct a 7,000 square foot commercial building for commercial use. The property was inadvertently designated as an I-2 (Heavy Industrial District) on the City's zoning map.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, April 10th, 2025 edition and mailed out to nine (9) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R1 – 1 st Single Family Dwelling District	Vacant Land	N – R1 (1 st Single Family Dwelling District) S – R1 (1 st Single Family Dwelling District) E – B1 –(General Business District) W – R1 (1 st Single Family Dwelling District)	No Improvements	10.57 Acres 460,429.2 sq ft

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE The Current Future Land Use Map suggests Commercial Use	PROPERTY HISTORY This vacant property was incorrectly shown to be zoned I2 (Heavy Industrial District) on the City's 2022 Zoning Map. It is currently zoned R1 (1 st Single Family Dwelling District) Planning and Zoning Commission voted unanimously to recommend approval of the request to rezone to B1 (General Business District)
---	---

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

OTHER (DESCRIBE)

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



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 ☐

B. ADDRESS AND LOCATION OF PROPERTY 1711-1715
14th St Rockport TX 78382

C. CURRENT ZONING OF PROPERTY: Residential R1

D. PRESENT USE OF PROPERTY: VACANT

E. ZONING DISTRICT REQUESTED: Commercial - B1

F. CONDITIONAL USE REQUESTED: 1000 sq ft building

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

- Lot or Tract W pt of 83 & E/2 Block 250
OF 84 Acres 10.57
- 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) _____

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 10 acres

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

Build 7000-8000 sq ft pre-fabricated
building for rental to commercial
company.

K. OWNER'S NAME: (Please print) David Henderson
ADDRESS: 245 Spanishwood Dr.
CITY, STATE, ZIP CODE: Rockport TX 78382
PHONE NO 361 463 1824

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: 
(Owner or Representative)

(FOR CITY USE)

Received by: Stacy Carter Date: _____ Fees Paid: \$ _____
Submitted Information (____ accepted) (____ rejected) by: _____
If rejected, reasons why: _____

Receipt No. _____

1/6 * per Carey charge for 10 Acres

\$150.00
X 10 Acres @ 10.00 = 100.00
~~\$100.00~~
\$250.00

Property ID	Property Owner	Situs Address	Mailing Address	City	State	ZIP
52882	Seng & monexay Chittarath	1151 S H Bypass	P O Box 1754	Rockport	Tx	78381
34462	William Wendland	1802 Eighteenth St	P O Box 2194	Rockport	Tx	78381
56479	Glenn McElroy	1725 Sixteenth St	1087 CR 3651	Sandia	Tx	78383
69887	Christopher Mace	1718 Sixteenth St	106 Breezy St	Rockport	Tx	78382
44628	Lenard Nelson	1716 Sixteenth St	P O Box 160	Rockport	Tx	78381
66709	Richard Wells	1710 Sixteenth St	1025 Holly Rd	Rockport	Tx	78382
66708	Richard Wells	1301-1339 S H Bypass	1025 Holly Rd	Rockport	Tx	78382
34442	State of Texas	IS S H 35 Bypass Rockport, Tx	1700 N Congress Ave	Austin	Tx	78701
71166	David Henderson	1711 - 1715 Sixteenth St.	118 Palo Pinto Dr.	Rockport	Tx	78382
	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

Zoning Map - Swickheimer BLK 250 LOT W PT OF 83 & E/2 OF 84 ACRE 10.57



Future Land Use Map



Legal Description: Swickheimer BLK 250 LOT W PT OF 83 & E/2 OF 84 ACRE 10.57

ORDINANCE NO. 1972

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 R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED AT 1711-1715 SIXTEENTH ST; ALSO KNOWN AS W PT OF LOT 83 & E/2 OF LOT 84, BLK 250, SWICKHEIMER SUBDIVISION; TO 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 January 23, 2025, 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 24, 2025, 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 January 24, 2025, notice was mailed to affected property owners within 200’ of subject property; and

WHEREAS, on February 17, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on February 17, 2025, 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 1711-1715 Sixteenth St, from R-1 (1st Single Family Dwelling District) to allow development of a Commercial Business; and

WHEREAS, on April 10, 2025, the City caused to be published “Notice of Public Hearing” for City Council 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 April 10, 2025, notice was mailed to affected property owners within 200’ of subject property notifying them of the new City Council Public Hearing date; and

WHEREAS, on April 22, 2025, 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 1711-1715 Sixteenth St, City of Rockport, Aransas County, Texas; be changed from R-1 (1st Single Family Dwelling District) to 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 22nd day of April, 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: Public Works

TO: Mayor and City Council

FROM: Ryan Picarazzi, Public Works Director, Brian Williams, SAN PAT Water District

MEETING DATE: May 13, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on emergency of Ordinance 1973 amending the Code of Ordinances Chapter 102 'Utilities', Article D, 'Water Service', deleting the content of Division 4, 'Drought Contingency And Emergency Plan' and replacing said Division 4 contents by referring to and adopting a Comprehensive Drought Contingency Plan as Exhibit A, and as may be modified in the future by ordinance; repealing all other ordinances in conflict therewith; providing for severability; and providing an effective date.

SUMMARY:

Per TCEQ regulations update every 5 years.

BACKGROUND:

The City of Rockport is required to review and update its Drought Contingency Plan (DCP) every five years to ensure compliance with TCEQ regulations and to reflect current water usage trends, conservation goals, and system capabilities. The updated plan reflects changes made by the City of Corpus Christi and the San Patricio Municipal Water District.

By contract with the San Patricio Municipal Water District, the City is obligated to impose similar drought contingency and water conservation measures as those instituted by Corpus Christi and, subsequently, the City's contractual partners are required to do the same.

The plan outlines revised water conservation measures, drought response stages, enforcement mechanisms, and public outreach efforts. A copy of the updated plan has been submitted to the Council for review and is available to the public through the City Secretary's Office.

FUNDING SOURCE:

None.

FUNDING IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the updated Drought Contingency Plan as presented

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. 2025_Drought Contingency Plan
2. Drought Ordinance

APPROVAL/REVIEW:

Ryan Picarazzi, Public Works Director

Date: May 08, 2025



Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



Drought Contingency Plan



2025

City of Rockport Drought Contingency Plan

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B. Reservoir Operating Plan

City of Rockport Drought Contingency Plan

1. Introduction

This document is the **Drought Contingency Plan (DCP)** for the City of Rockport (City) and its regional customers. The purpose of this DCP is to:

- Conserve the available water supply by reducing the City's water demand as much as possible during a drought to protect the integrity of water supply facilities (with particular regard for domestic water use, sanitation and fire protection).
- Minimize the adverse impacts of water supply shortages or other water supply emergency conditions.
- Serve as a framework to identify and manage a drought or a state of water emergency; and
- Preserve and protect public health, welfare, and safety.

This DCP was created so that the City can reduce demand when supplies are low, so residents have sufficient water during drought conditions. This DCP clearly explains the triggers initiated by a drought and the steps to be taken during each stage of a drought. *The City of Rockport has a treated water contract to purchase water from San Patricio Municipal Water District.*

Choke Canyon Reservoir and Lake Corpus Christi are the City of Corpus Christi's longest established & largest water supplies. These two water supplies are referred to as the Western Reservoir system. Both reservoirs are monitored daily and operated per the 2001 Texas Commission on Environmental Quality (TCEQ) Agreed Order. The 2001 Agreed Order mandates that the combined reservoir storage level be used to implement drought stages. For these reasons, the City of Corpus Christi uses the combined capacity of Choke Canyon Reservoir and Lake Corpus Christi as the triggering criteria for the drought stages outlined in this DPC.

Additionally, the City of Corpus Christi utilizes water from two eastern supplies that include Lake Texana and the Colorado River. The City of Corpus Christi purchases water from Lake Texana through a water supply contract and does not own the water rights. While the City of Corpus Christi owns water rights on the Colorado River, these rights are considered junior, which means curtailment may occur by water right holders with senior rights.

This DCP is different from the Water Conservation Plan (WCP) because this DCP is a responsive plan that addresses drought conditions or water emergencies and defines actions that will be taken when certain criteria are met. Typically, these criteria consist of three or more "stages" in response to water supply storage levels (e.g., when reservoir storage levels drop below 40%, Stage 1 is initiated), or a water emergency.

A WCP is a proactive plan for addressing overall goals and actions that will help a utility implement year-round sustainable and efficient water conservation programs. The DCP follows the TCEQ guidelines and has been prepared in accordance with Texas Administrative Code Title 30 Chapter 288 Subchapter B Rule §288.20 for Municipal Uses by Public Water Suppliers. Since the City serves wholesale water customers, a Drought Contingency Plan for Wholesale Water Suppliers has also been included in Section 16 in accordance with Texas Administrative Code Title 30

Chapter 288 Subchapter B Rule §288.22.

This DCP also follows guidelines of the U.S. Bureau of Reclamation Water SMART Drought Response Program Framework and has been designed to include the six elements of a Drought Contingency Plan: (1) Drought monitoring; (2) Vulnerability assessment; (3) Mitigation actions; (4) Response actions; (5) Operational and administrative framework; and (6) Plan update process. The City is eligible for certain drought funding opportunities by following the guidelines set by the Bureau of Reclamation. The Water SMART Program works cooperatively with states, tribes, and local entities to pursue a sustainable water supply for the Nation, including water efficiency projects located in urban areas and watersheds, through administering grants, conducting scientific studies, and providing technical assistance and scientific expertise. In addition, the adoption of a DCP is a requirement for eligibility to receive financial assistance from the Texas Water Development Board State Water Implementation Fund for Texas (SWIFT) program.

2. Declaration of Policy and Reason

The City of Rockport hereby adopts the following regulations and restrictions on the delivery and consumptions of water in order to

- conserve the available water supply
- protect the integrity of water supply facilities with particular regard for domestic water use
- sanitation
- fire protection
- to protect and preserve public health, welfare, and safety
- minimize the adverse impacts of water-supply shortages or other water-supply emergency conditions.

The City hereby adopts the following regulations and restrictions on the delivery and consumption of water. The Water Resource Management Ordinance which gives the City the authority to regulate and enforce this DCP is included as a supporting document.

By contract with the San Patricio Municipal Water District, the City is obligated to impose similar drought contingency and water conservation measures as those instituted by Corpus Christi and subsequently, the City's contractual partners are required to do the same. Consequently, the City has adopted a Water Conservation and a Drought Contingency Plan that is substantively identical to Corpus Christi.

Water uses regulated or prohibited under this DCP are considered to be non-essential, and continuation of such uses during times of water shortage or other emergency water-supply conditions are deemed to constitute a waste of water, which may subject the offender(s) to penalties as defined in Section 13 of this DCP.

Since the City first started purchasing water from San Patricio Municipal Water District to supply its customers with water in the 1950's, the region has experienced several periods of drought. Over the years, new water supplies have been added, and conservation measures have been strengthened to ensure water security for residents and businesses of the region. However, with the variability of weather patterns in South Texas and a continually growing population, it is critical that the City plans for future drought conditions.

Currently, the City's water supply system is comprised of three reservoirs and one river water right: Lake Corpus Christi, Choke Canyon Reservoir and Lake Texana and the Lower Colorado River. However, the criteria to trigger drought stages are based on the combined capacity of

Lake Corpus Christi and Choke Canyon Reservoir.

Due to the frequency of drought in South Texas, this DCP was developed, and it adopts measures that will dramatically cut water consumption in order to conserve water supplies.

3. Public Education

The DCP was adopted by [Ordinance] at the City Council regular meeting on [Date].

The City will work with its customers to inform them about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated, and the drought measures to be implemented in each stage. This information will be provided by utility bill inserts, notices in the City's official newspaper of record, and notices on the City's website (www.rockporttx.gov).

Notification to the public about when drought stages go into effect or when restrictions are lifted is explained in more detail in Section 9.

4. Coordination with Regional Water Planning Groups

The service area of the City of Rockport is located within the Coastal Bend Regional Water Planning Area (Region N) and the City has provided a copy of this DCP to Region N in care of the Nueces River Authority.

The City of Corpus Christi shall review and update, as appropriate, the DCP at least every five years based on new or updated information, such as the adoption or revision of the regional water plan. *Subsequently, the City of Rockport will review and update, as appropriate, the DCP.*

5. Authorization

The City Manager, or designee, is hereby authorized and directed to implement the applicable provisions of the DCP upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency stages or restriction(s) as described in this DCP. The City Manager, or designee, shall notify the members of the City Council before implementing any measures. Any non-emergency changes to the drought stages and restrictions outside this DCP must have City Council approval.

6. Application

The provisions of this DCP shall apply to all persons, customers, and property utilizing water provided by the City of Rockport. The terms "person" and "customer" as used in the DCP include individuals, corporations, partnerships, associations, and all other legal entities.

7. Definitions

For the purposes of this Chapter in this DCP, the following definitions shall apply:

Aerobic irrigation system: an irrigation system that utilizes a home or business's treated wastewater from its aerobic septic system.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains,

reflecting pools, and water gardens.

Commercial account: water used in operations of commercial, non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Contract (end-user) water customers: a private entity that has a contract with the City to receive raw or treated water supplies for its sole use (i.e. does not resell to other users).

Customer: any person, company, or organization using water supplied by the City of Rockport and paying a retail water bill.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drip irrigation: a method of watering plants using a network of tubes, pipes, valves, and emitters that slowly drips water to the roots of plants to minimize evaporation. Soaker hoses are not a substitute for a proper drip irrigation system.

Large volume account/Industrial user: utility accounts of entities who use more than 10,000,000 gallons of water a month for processes designed to convert materials of lower value into forms having greater usability and use.

Irrigation account/meter: a meter connected solely to an irrigation system. This type of meter does not incur wastewater fees on water used through this meter. All irrigation meters are subject to backflow prevention rules through the City's code of ordinances.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, athletic fields, and medians.

Non-essential water use: water uses that are not essential or not required for the protection of public health, safety, and welfare, including:

- Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this DCP
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle
- Use of water to wash down any impervious cover including sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas
- Use of water to wash down buildings or structures for purposes other than immediate fire protection or health reasons
- Flushing gutters or permitting water to run or accumulate in any gutter or street
- Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools
- Use of water in an aesthetic feature, including fountain or pond except where necessary to support aquatic life

- Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak
- Use of water from hydrants for construction purposes or any other purposes other than firefighting or flushing needed to maintain chlorination levels and protect public health

Pool cover: a material designated to cover the surface area of a swimming pool when it is not in use. Pool covers can come in different types including manual, semi-automatic, automatic, and can be made from different materials such as mesh, solid vinyl, solar blankets, or pool floaties. Pool covers do not include tree canopies, pergolas, gazebos, or similar structures.

Reservoir Capacity: the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi, as measured in percentage of the full combined volume.

Surcharge: temporary rate to manage demand in times of drought.

Water well: any facility, device, or method used to withdraw groundwater from a groundwater reservoir. Properties using such systems must display a prominent, legible sign stating, "Water Well."

Wholesale customers: A public or private utility that purchases water from the City through a written contract that authorizes the resale of water to third parties or classifies the utility as a wholesale customer.

8. Criteria for Initiation and Termination of Reservoir Drought Stages

The City Manager, or designee, shall monitor the City of Corpus Christi's actions, water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the DCP, that is, when the specified "triggers" are reached. However, the City Manager, or designee, in the exercise of the City Manager's discretion, may initiate or terminate any stage when the City Manager deems necessary at any time. This section explains the triggers of each stage. Best management practices and water use restrictions for each drought stage are described in Section 10.

The combined reservoir storage level of Choke Canyon Reservoir and Lake Corpus Christi is the triggering criterion that is monitored for determining drought stages, based on the TCEQ 2001 Agreed Order (amended April 17, 2001) relating to inflows into Nueces Bay and Estuary. The full Agreed Order is in the Appendix.

8.1. Water Shortage Watch

Trigger for initiation: Customers shall be requested to voluntarily conserve water and adhere to prescribed conditions on specific water uses when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi fall below 50%.

Trigger for termination: The watch may be terminated when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi increase above 50% for 15 consecutive calendar days.

8.2. Stage 1 – Mild Water Shortage

Trigger for initiation: Stage 1 begins when the combined reservoir storage level declines below

40%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 10.

Trigger for termination: Stage 1 may be terminated when the combined storage levels increase above 50%.

8.3. Stage 2 – Moderate Water Shortage

Trigger for initiation: Stage 2 begins when the combined storage level declines below 30%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 10.

Trigger for termination: Stage 2 may be terminated when the combined storage levels increase above 40%. Upon termination of Stage 2, Stage 1 becomes operative.

8.4. Stage 3 – Critical Water Shortage

Trigger for initiation: Stage 3 begins when the combined storage level declines below 20%. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses described in Section 10.

Trigger for termination: Stage 3 may be terminated when the combined storage levels increase above 30%. Upon termination of Stage 3, Stage 2 becomes operative.

8.5. Water Emergency

Level 1 Water Emergency

Trigger for initiation: A Level 1 Water Emergency begins when the City Manager, or designee, determines that the City is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The City Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination: The Level 1 Water Emergency may be terminated when the City Manager, or designee, determines that the City's total water supply can meet the total regional demands for more than 180 days.

Level 2 Water Emergency

Trigger for initiation: A Level 2 Water Emergency begins when the City Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to.

- a) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the City's water treatment facilities like O.N. Stevens or other critical re-pump stations; or
- b) Water production or distribution system limitations; or

- c) Natural or man-made contamination of the water supply source.

Trigger for termination: The Water Emergency may be terminated when the City Manager, or designee, deems it appropriate.

9. Drought Stage Notification

The City Manager, or designee, shall monitor Corpus Christi's actions, water supply and/or demand conditions on a weekly basis and, in accordance with the triggering criteria set forth in Section 8 of this Chapter, shall determine that a mild, moderate, critical, or a water emergency exists and shall implement the following notification procedures.

Notification to the Public:

The City Manager, or designee, shall notify the public of every change in drought stage status by any or all of the following:

- City's website (www.rockporttx.gov)
- Publication in the City's official newspaper of record
- Notice on the monthly billing
- Public Service Announcements
- Signs posted in public places
- The City's social media platforms

Additional Notification:

The City Manager, or designee shall, at a minimum, notify directly, or cause to be notified directly, the following individuals and entities for every change in drought stage status:

- Mayor and members of the City Council
- Fire Chief
- City and/or County Emergency Management Coordinator
- County Judge & Commissioner(s)
- Major water users (such as industries and wholesale water users)
- Critical Water Users (such as hospitals)
- Parks/street superintendents and public facilities managers
- Texas Commission on Environmental Quality (TCEQ)
 - ❖ ***Note: TCEQ executive director MUST be informed within five (5) business days of mandatory water use restrictions being imposed.***

10. Drought Stages, Best Management Practices Per Stage

A summary of water use reduction targets for each drought stage is presented in the following table. Further discussion on best management practices and implementation practices associated with each stage of drought is included below. During Stages 1, 2, and 3, requests for exceptions may be presented to the City Manager or designee.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
Water Shortage Watch	<50%	5%
Stage 1: Mild Water Shortage	<40%	5%
Stage 2: Moderate Water Shortage	<30%	10%
Stage 3: Critical Water Shortage	<20%	15%
Water Emergency		
Level 1	Not Applicable	25%
Level 2		50%

10.1. Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water with the water use conditions below.

Best Management Practices for Supply Management:

The City will enact voluntary measures to reduce or discontinue the flushing of water mains if practicable and utilize reclaimed water for non-potable uses to the greatest extent possible. The City will prioritize sources of supply not impacted by drought conditions, when available, including interruptible supplies from Lake Texana during times when Lake Texana water level is at or above 43 feet mean sea level in accordance with Lavaca-Navidad River Authority (LNRA) contract. The City will actively promote educational messages in the media about how to reduce water use through conservation practices, and rules of the drought stages.

Water Use Conditions for Reducing Demand:

- a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to **once per week**.
- b) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- c) All operations of the City of Rockport shall adhere to water use restrictions prescribed for Stage 1.
- d) Water smart techniques will be promoted by City leadership, City Council and City departments.

10.2. Stage 1 – Mild Water Shortage

Target: During Stage 1, achieve a 5% reduction in total daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

Under Stage 1, the City will:

- Use more repair crews if necessary to allow for a quicker response time for water-line leak repair; and
- City crews (Water and other departments) begin monitoring customers' compliance with Stage 1 restrictions during the course of their daily rounds.

- In addition to the restrictions outlined below, City departments will make every effort to conserve water, including no new landscaping installation, no filling of ponds, and reducing the use of City-owned ornamental fountains.
- Increase targeted outreach to high-consumption industrial and commercial customers to urge water use reductions.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - (a) Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - (b) When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - (c) When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - (d) Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - (e) Take shorter showers.
 - (f) You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - (g) When hand-washing dishes, never run water continuously.
 - (h) If you have a dishwasher appliance, use it only to wash full loads, and use the shortest cycle possible.
 - (i) Wash only full loads in your washing machine and use the shortest cycle possible.
 - (j) Repair leaks quickly.
 - (k) Clean outdoor surfaces with a broom, not a hose. Water during the cool part of the day, in the morning or evening.
 - (l) Do not over water in anticipation of a shortage. Soil cannot store extra water.

Water Use Conditions for Demand Reduction

Under threat of penalty for violation, the following water use restrictions shall apply to all persons during Stage 1:

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to once per week. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day in accordance with Section 9. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.
 - 1) Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "Water Well."
- b) No watering or irrigating of landscaped areas by hose-end sprinkler or automatic irrigation systems will be allowed between the hours of 10:00 a.m. and 6:00 p.m.

- to prevent evaporative loss.
- c) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special exemption from the City of Rockport.
- d) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days. However, if the golf course utilizes reclaimed water or a water source other than that provided through City of Rockport infrastructure, the facility shall not be subject to these regulations.
- e) The use of water to maintain the integrity of building foundations is limited to designated watering days.

10.3. Stage 2 – Moderate Water Shortage

Target: During Stage 2, achieve a 10% reduction in total daily water demand with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 1, the City will also do the following during Stage 2:

- Eliminate the flushing of water mains unless required for decontamination and/or public safety; and
- Review customers' water usage for compliance based on the previous month's water use and notify violators verbally or in writing as the situation dictates.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - (a) Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - (b) When brushing your teeth, turn the water off while you are brushing. Use short bursts of water to clean your brush.
 - (c) When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - (d) Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - (e) You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - (f) When hand-washing dishes, never run water continuously.
 - (g) If you have a dishwasher appliance, use it only to wash full loads.
 - (h) Wash only full loads in your washing machine and use the shortest cycle possible.
 - (i) Fix leaks quickly.
 - (j) Clean outdoor surfaces with a broom, not a hose
 - (k) Do not overwater in anticipation of a shortage. Soil cannot store extra water

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 shall remain in effect during Stage 2 except as modified below:

- a) Irrigation of landscaped areas with hose-end sprinklers and automatic irrigation systems shall be limited to **once every other week**. The watering schedule will be determined by the City Manager or designee. Customers will be made aware

of their designated watering day. However, irrigation of landscaped areas is permitted on any day if it is by means of a hand-held hose (with positive shutoff nozzle), a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system with a positive shutoff device.

- Exceptions for this restriction may be permitted, upon review and approval by the City Manager or designee, for the following uses: new plantings (for up to 60 days), vegetable gardens, athletic playing fields, and botanical gardens. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, *"Water Well."*
- b) The watering of golf course fairways with potable water is prohibited. The watering of greens and tees are limited to once every other week unless the golf course utilizes reclaimed water or a water source other than that provided through the City of Rockport infrastructure or done by means of hand-held hoses, or hand-held buckets.
- c) A person or entity who owns, leases or manages an outdoor swimming pool (including City-owned pools) shall begin preparation for Stage 3 requirement to have approximately 100 percent of the pool surface area covered when not in use.
- d) Hotels, motels, and other lodgings must offer and clearly notify guests of a "linen/towel change on request only" program.
- e) Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash, is allowed on the designated Stage 2 watering day.

Optional Measures:

During Stage 2, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- a) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$3.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$1.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.4. Stage 3 – Critical Water Shortage

Target: During Stage 3, achieve a 15% or greater reduction in daily water with the water use restrictions below.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 2, the City will also do the following during Stage 3:

- Upon written notice, disconnect the water meters of willful violators if absolutely necessary to prevent the deliberate wasting of water.
- Increase public education and outreach regarding water use reduction by using the following practices:
 - Use an aerator and/or a water flow-reducer attachment on your tap to reduce your water usage.
 - When brushing your teeth, turn the water off while you are brushing. Use short bursts of water for cleaning your brush.
 - When washing or shaving, partially fill the sink and use that water rather than running the tap continuously.
 - Use either low-flow shower heads or adjustable flow-reducer devices on your shower heads.
 - You can reduce water usage by 40% to 50% by installing low-flush toilets.
 - When hand-washing dishes, never run water continuously.
 - If you have a dishwasher appliance, use it only to wash full loads.
 - Wash only full loads in your washing machine and use the shortest cycle possible.
 - Repair leaks quickly.
 - Clean outdoor surfaces with a broom, not a hose.
 - Do not overwater in anticipation of a shortage. Soil cannot store extra water.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 1 and 2 shall remain in effect during Stage 3 except as modified below:

- Irrigation of turf grass by any means shall be **prohibited at all times**.
- Drip irrigation for foundations and landscaped beds is allowed **every other week** on the designated watering schedule. The watering schedule will be determined by the City Manager or designee. Customers will be made aware of their designated watering day.
- Watering of trees, vegetable beds, shrubs, and potted plants is permitted on any day if it is by means of a handheld hose (with a positive shutoff nozzle), a faucet-filled bucket, or a watering can of five (5) gallons or less.
- Exceptions for Stage 3 restrictions may be permitted up to 30 days, upon review and approval by the City Manager or designee, for new plantings. In addition, this restriction does not apply to customers irrigating with well water or an aerobic septic system. Customers irrigating with well water or an aerobic septic system must display a prominent, legible sign stating, "**Water Well.**"
- Use of water to wash a motor vehicle, not occurring on the premises of a commercial car wash station, is allowed by hand, with a five (5) gallon bucket or less on the designated watering day.
- The filling, draining and refilling of an existing swimming pool, Jacuzzi and hot tubs is prohibited except to maintain structural integrity.
- A person or entity who owns, leases, or manages an outdoor swimming pool (including City-owned pools) shall have approximately 100% of the pool surface

area covered when not in use. A request for an exemption or variance from this provision for pools that have a water-saving feature may be submitted.

- Operators of water parks must seek approval from the City Manager or designee prior to the filling, refilling, or adding water to water parks.
- All fountains shall only operate to circulate water in order to maintain equipment.
- Hotels, motels, and other lodgings must offer and clearly notify guests of a “linen/towel change on request only” program.

Optional Measures:

During Stage 3, the following measures are optional water use restrictions that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

The following surcharge will be added to a customer's water bill:

- ii. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
- iii. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
- iv. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
- v. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
- vi. For wholesale customers, a surcharge of \$2.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

10.5. Water Emergency

Level 1 Water Emergency

In the event that the triggering criteria specified in Section 8.2 – Level 1 Water Emergency of the DCP is met, City of Rockport City Manager, or designee is hereby authorized to implement pro-rata curtailment of water supplies to all customers in accordance with Texas Water Code §11.039. The initiation of pro-rata curtailment preparations shall begin during Stage 3.

Target: During a Level 1 Water Emergency, pro-rata curtailment will be required and may start at 5% or greater reduction of total water demand, depending on the forecasted water supply conditions. Surcharges and allocations are enforceable during a Water Emergency, as described in Section 11.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a planned public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a Level 1 Water Emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- Irrigation of all landscaped areas is absolutely prohibited.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Level 2 Water Emergency

Target: During a Level 2 Water Emergency, achieve the necessary reduction in daily water demand to meet minimum system pressure requirements with the below water use restrictions. In addition, during a Level 2 Water Emergency all requirements from a Level 1 Water Emergency may be authorized under this section. Surcharges and curtailments are enforceable during a Water Emergency, as described in Section 11.

During a water emergency such as a catastrophic failure of infrastructure or cross-connection contamination, the City shall implement all necessary measures to protect public health and safety.

Best Management Practices for Supply Management:

In addition to the best management practices for supply management listed under Stage 3, the City will also do the following:

- Implement a public campaign to inform all customers of the water emergency and to mandate the immediate curtailment of water.
- Contact wholesale water customers to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.
- Contact large volume/industrial users to discuss water supply and/or demand conditions and inform them about the initiation of mandatory measures to curtail their water consumption as necessary.

Water Use Restrictions for Demand Reduction:

During a water emergency, all requirements of Stage 1, 2, and 3 shall remain in effect except as modified below:

- Irrigation of all landscaped areas is absolutely prohibited.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.
- Associated uses of water not related to business processes which are discretionary, such as equipment washing, shall be deferred until the water emergency has been terminated.

Optional Measures:

During a Level 1 or Level 2 Water Emergency, the following measure is an optional water use restriction that may be implemented by the City Manager, or designee, with City Council approval, as conditions warrant:

- a) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought stage shall be in effect.
- b) The following surcharge will be added to a customer's water bill:
 - i. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$4.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

11. Surcharges for Drought Stages 2, 3, Water Emergency, and Service Measures

- a) General
 - 1) The surcharges established herein are solely intended to regulate and deter the use of water during a period of serious drought in order to achieve necessary water conservation. The City Council expressly finds that the drought poses a serious and immediate threat to the public and economic health and general welfare of this community, and that the surcharges and other measures adopted herein are essential to protect said public health and welfare.
 - 2) This section, and the surcharges and measures adopted herein are an exercise of the City's regulatory and police power, and the surcharges and connection fees are conservation rates intended to meet fixed costs as a result of lost revenue.
 - 3) *Following similar actions of the City of Corpus Christi and with prior Rockport City Council approval*, the City Manager or designee is authorized to determine trigger points or allocations and surcharges during Stages 2, 3, and 4 a Water Emergency.
 - 4) A customer may appeal a drought surcharge established under this Section to the City Manager or designee on grounds of unnecessary hardship, through the process outlined in Section 12.
 - 5) Drought surcharge funds will first be applied towards annual debt service as reflected in the City's operating budget to offset revenue loss due to drought conditions. Additional funds will be reported to the City Council and used to increase debt service coverage ratio.

- b) During Stage 2 the following surcharge will be added to a customer's water bill:
- I. For all irrigation accounts, a surcharge of \$1.00 per 1,000 gallons will be added to the customers' bill.
 - II. For residential accounts, a surcharge of \$1.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - III. For commercial accounts, a surcharge of \$1.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - IV. For non-exempt large volume accounts a surcharge of \$3.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - V. For wholesale customers, a surcharge of \$1.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.
- c) During Stage 3 the following surcharge will be added to a customer's water bill:
- i. For all irrigation accounts, a surcharge of \$2.00 per 1,000 gallons will be added to the customers' bill.
 - ii. For residential accounts, a surcharge of \$2.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - iii. For commercial accounts, a surcharge of \$2.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - iv. For non-exempt large volume accounts a surcharge of \$6.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - v. For wholesale customers, a surcharge of \$2.00 per 1,000 gallons volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.
- d) During a Water Emergency, the following surcharge will be added to a customer's water bill:
- I. For all irrigation accounts, a surcharge of \$4.00 per 1,000 gallons will be added to the customers' bill.
 - II. For residential accounts, a surcharge of \$4.00 per 1,000 gallons over 7,000 gallons will be added to the customers' bill.
 - III. For commercial accounts, a surcharge of \$4.00 per 1,000 gallons over 55,000 gallons will be added to the customers' bill.
 - IV. For non-exempt large volume accounts a surcharge of \$12.00 per 1,000 gallons over 12,842,000 gallons will be added to the customers' bill.
 - V. For wholesale customers, a surcharge of \$4.00 per 1,000 gallons for volumes exceeding the last 12-month average usage by 25% for the 12-month billing prior to the implementation of Stage 2 will be added to the customers' bill, except as otherwise provided by contract.

12. Enforcement

- a) A violation under this article is a Class C misdemeanor. Any person that violates any provision of this article shall be subject to a fine of not more than five hundred dollars (\$500.00) per violation per day. The culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with and a violation of this article is a strict liability offense.
- b) The commission of a violation of each provision, and each separate violation thereof, shall be deemed a separate offense, in and upon conviction thereof, shall be fined as hereinabove provided.
- c) If any person or a second person in the same household or premises is found guilty of a second violation of this article, City of Rockport shall be authorized to discontinue the water service to the premises where such violation occurs.
- d) Cases filed under this section shall be expedited and given preferential setting in municipal court before all other cases.
- e) Any person whose name is on file with the Utilities Billing Office as the customer on the water account for the property where the violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on said premises shall constitute prima facie evidence that the customer committed the violation, but said customer shall have the right to show that he did not commit the violation
- f) If any person fails to respond to a citation or summons issued for a violation of this article within the time allowed, upon receipt of notice from the director or a judge of the municipal courts, the City of Rockport is authorized to discontinue water service to the premises where such violation occurs.

13. Severability

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this DCP are severable and, if any phrase, clause, sentence, paragraph, or section of this DCP shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this DCP, since the same would not have been enacted by the City without the incorporation into this DCP of any such unconstitutional phrase, clause, sentence, paragraph, or section.

14. Wholesale Drought Contingency Plan

14.1. Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Rockport (City) adopts the following Wholesale Drought Contingency Plan (the Plan).

14.2. Public and Wholesale Customer Involvement

The Plan was adopted under the open meetings requirement of the TCEQ during the [Date], City Council meeting. *Public and wholesale customers may contact the City at (361) 790-1160.*

14.3. Wholesale Water Customer Education

The City will periodically provide wholesale customers with information about the Plan, including information about conditions under which each stage of the Plan is to be initiated or terminated and drought measures to be implemented in each stage.

This information will be distributed by providing a copy of the Plan to each wholesale water customer.

14.4. Coordination with Regional Water Planning Groups

The water service area of the City of Rockport and its wholesale water customers is located within the Coastal Bend Planning Region (Region N) and the City has provided a copy of the Plan to Region N.

The City of Corpus Christi shall review and update, as appropriate, the drought contingency plan at least every five years based on new or updated information, such as the adoption or revision of the regional water plan. *Subsequently, the city will review and update, as appropriate, the DCP in the same manner.*

14.5. Authorization

The City Manager, or designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. Wholesale customers are subject to the Plan under their contracts with the City. The City Manager, or designee, shall have the authority to initiate or terminate drought or other water supply emergency measures as described in this Plan. The City Manager or designee shall notify the TCEQ within five (5) business days of any mandatory water use restrictions being enacted.

14.6. Application

The provisions of this Plan shall apply to all customers utilizing water provided by the City on a wholesale basis. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities. The provisions of this Plan shall apply to all customers utilizing water provided by the City on a wholesale basis. Every wholesale water contract entered into, renewed or modified after official adoption of this Plan (by either ordinance, resolution, or tariff) shall include language relating to the City of Rockport Water Conservation Plan and Drought Contingency Plan, adopted under [Ordinance] to impose similar restrictions, surcharges or rationing measures on their customers.

To the extent of its legal authority, the City of Rockport shall require its wholesale customers to implement outdoor watering restrictions similar to those of the City for each drought stage. The City requires that any contract for the resale of water furnished to wholesale water contractors shall contain a similar condition.

14.7. Triggering Criteria for Initiation and Termination of Drought Stages

The City Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought stages will be made by email, mail, or telephone. The news media will also be informed by the City of Rockport.

The triggering criterion to be monitored for determining drought response stages is the combined reservoir storage levels of Choke Canyon Reservoir and Lake Corpus Christi. The combined storage levels selected are based on the TCEQ 2001 Agreed Order on Freshwater Inflows to the Nueces Bay and Estuary (amended April 17, 2001). See Appendix A. The triggering criteria in this section are minimum standards for initiation and maximum standards for termination, and the City Manager, or designee, can initiate or terminate each stage when conditions warrant.

(a) Water Shortage Watch

Trigger for initiation: The City will recognize that a mild water shortage condition exists when the combined storage levels of Choke Canyon Reservoir and Lake Corpus Christi have fallen below 50%.

Trigger for termination: The Water Shortage Watch may be terminated when the combined storage level of Choke Canyon Reservoir and Lake Corpus Christi increases above 50% for 15 consecutive calendar days.

(b) Stage 1– Mild Water Shortage

Trigger for initiation: The City will recognize that a mild water shortage watch exists when the combined storage levels of Choke Canyon and Lake Corpus Christi decline below 40%.

Trigger for termination: Stage 1 of the Plan may be rescinded when the combined storage level increases above 50%. The City will notify its wholesale customers and the media of the termination of Stage 1 in the same manner as the notification of initiation of Stage 1.

(c) Stage 2 – Moderate Water Shortage

Trigger for initiation: The City will recognize that a moderate water shortage condition exists when the combined storage levels decline below 30%.

Trigger for termination: Stage 2 of the Plan may be rescinded when the combined storage level increases above 40%. Upon termination of Stage 2, Stage 1 becomes operative. The City will notify its wholesale customers and the media of the termination of Stage 2.

(d) Stage 3 – Critical Water Shortage

Trigger for initiation: The City will recognize that a critical water shortage condition exists when the combined storage levels decline below 20%.

Trigger for termination: Stage 3 of the Plan may be rescinded when the combined storage level increases above 30%. Upon termination of Stage 3, Stage 2 becomes operative. The City will notify its wholesale customers and the media of the termination of Stage 3.

(e) Water Emergency

Level 1 Water Emergency

Trigger for initiation: A Level 1 Water Emergency begins when the City Manager, or designee, determines that the City is within 180 days of its total water supply not meeting its water demands. The 180-day trigger is in accordance with Texas Administrative Code Title 30 Rule §290.41(b)(1) for Water Resources. The City Manager or designee can modify the timing of triggering a Level 1 Water Emergency if the regional demands can be fully met with alternative water sources other than the combined reservoir storage. Other sources may include water from the Mary Rhodes Pipeline or future water supplies such as the Inner Harbor Seawater Desalination Treatment Facility.

Trigger for termination: The Level 1 Water Emergency may be terminated when the City Manager, or designee, determines that the City's total water supply can meet the total regional demands for more than 180 days.

Level 2 Water Emergency

Trigger for initiation: A Level 2 Water Emergency begins when the City Manager, or designee determines that a water supply emergency exists, which causes the demand to exceed the supply, subsequently leading to imminent failure to maintain pressure that meets TCEQ minimum standards, including but not limited to.

- a) Major catastrophic infrastructure failure including but not limited to; failure of a dam or spillway structure, failure of a major water line such as the MRP or other large diameter water lines, and/or failure of the City's water treatment facilities like O.N. Stevens or other critical re-pump stations; or
- b) Water production or distribution system limitations; or
- c) Natural or man-made contamination of the water supply source.

Trigger for termination: The Water Emergency may be terminated when the City Manager, or designee, deems it appropriate.

14.8. Drought Stages

The City Manager, or designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section 16.7, shall determine that a mild, moderate, or critical, or a water emergency exists and shall implement best management practices accordingly.

For water contracts between the City and wholesale customers with specific reductions based on stage, wholesale water customers are to implement measures to achieve water use reduction targets specified in the contract. For other contracts, required adoption of a Drought Contingency Plan should strive to achieve the water use reduction targets for each drought stage presented in the following table. Further discussion on best management practices and implementation practices associated with each stage is described below.

Drought Stage Response	CCR/LCC Combined Reservoir Storage Level	Target Demand Reduction Levels
Water Shortage Watch	<50%	5%

Stage 1: Mild Water Shortage	<40%	5%
Stage 2: Moderate Water Shortage	<30%	10%
Stage 3: Critical Water Shortage	<20%	15%
Water Emergency		
Level 1	Not Applicable	25%
Level 2		50%

Water Shortage Watch

Target: Achieve a voluntary 5% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will *voluntarily* coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized, including leakage from gates or outlet works.
- The City will encourage each wholesale water customer to utilize alternative water sources *voluntarily* such as interconnections with another water system, temporary use of a water supply other than from the City's system, or use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate voluntary measures to reduce water use.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 1 – Mild Water Shortage

Target: Achieve a 5% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized.
- The City will encourage each wholesale water customer to use reclaimed water for non-potable purposes.

Water Use Measures for Reducing Demand:

- The City Manager, or designee, will initiate contact with wholesale water customers to discuss water supply and/or demand and the possibility of pro rata curtailment of water diversions and/or deliveries.
- The City Manager, or designee, will request wholesale water customers to initiate mandatory measures to reduce non-essential water use (e.g. implement Stage 1 of the customer's drought contingency plan).
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand,

projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 40 % of its conservation pool volume, and that Stage 1 has been declared.
- The City will recommend that operators post information to the public regarding Stage 1 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Stage 2 – Moderate Water Shortage

Target: Achieve a 10% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized.
- The City will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the City's system, use of reclaimed water for non-potable purposes, etc.

Water Use Measures for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 2 of the customer's drought contingency plan).
- The City Manager, or designee, will initiate preparations for the implementation of pro rata curtailment of water diversions and/or deliveries in accordance with Texas Water Code §11.039 by preparing a monthly water usage allocation baseline for each wholesale customer according to procedures specified in 16.9 of the Plan.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 30 % of its conservation pool volume, and that Stage 2 has been declared.
- The City will recommend that operators post information to the public regarding Stage 2 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Stage 3 – Critical Water Shortage

Target: Achieve a 15% reduction in daily water demand for each wholesale customer utilizing the City's water supply system.

Best Management Practices for Supply Management:

- The City will coordinate with the necessary agencies to ensure that unnecessary releases of water from the Reservoir System are minimized, including leakage from project gates.
- The City will encourage each wholesale water customer to utilize alternative water sources such as interconnections with another water system, temporary use of a water supply other than from the City's system, use of reclaimed water for non-potable purposes, etc.

Water Use Restrictions for Reducing Demand:

- The City Manager, or designee, will contact wholesale water customers to discuss water supply and/or demand and will request that wholesale water customers initiate additional mandatory measures to reduce non-essential water use (e.g. implement Stage 3 of the customer's drought contingency plan).
- The City Manager, or designee, will initiate pro rata curtailment of water diversions and/or deliveries for each wholesale customer according to the procedures specified in Section 16.9 of the Plan in accordance with Texas Water Code §11.039.
- The City Manager, or designee, will provide a regular report to the news media with information regarding current water supply and/or demand, projected water supply and demand if drought conditions persist, and consumer information on water conservation measures and practices.

Other Actions to be Taken:

- The City will notify, in writing, operators of recreational facilities to consider issuance of signs near boat ramps and in public parks notifying the public that the Reservoir System is operating at less than 20% of its conservation pool volume and that Stage 3 has been declared.
- The City will recommend that operators post information to the public regarding Stage 3 of the Drought Contingency Plan and possible boating safety hazards due to decreasing Reservoir levels.

Water Emergency

Whenever a Level 1 or Level 2 Water Emergency exists as defined in Section 16.7 of the Plan, the City Manager, or designee, shall:

- Assess the severity of the problem and identify the actions needed and the time required to solve the problem.
- Contact the utility director or other responsible official of each wholesale water customer by telephone, email, or in person to provide information on severity of water supply and/or demand conditions and request that the wholesale water customer initiate mandatory measures to reduce water consumption as appropriate (e.g., notification of the public to reduce water use until service is restored).
- If appropriate, notify city, county, and/or state emergency response officials for assistance.

- Undertake necessary actions, including repairs and/or clean-up as needed.
- Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions

14.9. Pro Rata Water Allocation

In the event that the triggering criteria specified in Section 16.7 of the Plan, the City Manager, or designee, is hereby authorized to implement allocation of water supplies on a pro rata basis to raw water and treated wholesale customers in accordance with Texas Water Code §11.039. The initiation of pro rata allocation preparations shall begin during Stage 2. A provision will be included in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code §11.039.

- A raw water or wholesale treated water customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the City Council based on the San Patricio Municipal Water District's allocation to the City and the City Manager or designee's assessment of the severity of the water shortage and the need to curtail water diversions and deliveries and may be adjusted periodically by resolution of the City Council as conditions warrant. Once pro-rate allocation is in effect, water diversions by or deliveries to each raw water or wholesale treated water customer shall be limited to the allocation established for each month.
- A monthly water usage allocation shall be established by the City Manager, or designee, for each raw water or wholesale treated water customer. The raw water or wholesale treated water customer's water usage baseline will be computed on the average water usage by month for the previous five-year period. If the raw water or wholesale treated water customer's billing history is less than five (5) years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.
- The City Manager or designee shall provide notice, by certified mail, to each raw water or wholesale treated water customer informing them of their monthly water usage allocations and shall notify the news media and the Executive Director of the Texas Commission on Environmental Quality upon initiation of pro-rate water allocation.
- Upon request of the raw water or wholesale treated water customer or at the initiative of the City Manager or designee, the allocation may be reduced or increased if:
 - The designated period does not accurately reflect the raw water or wholesale treated water customer's normal water usage.
 - The customer agrees to transfer part of its allocation to another raw water or wholesale treated water customer; or
 - Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established under this section to the City Council of the City of Rockport.

14.10. Pro Rata Surcharges and Enforcement

During any period when pro-rate allocation of available water supplies is in effect, wholesale customers shall pay the following surcharges on excess water diversions:

- 2.0 times the normal water rate per unit in excess of the monthly allocation up through 5% above the monthly allocation.
- 2.5 times the normal water rate in excess of the monthly allocation from 5% through 10% above the monthly allocation.
- 3.0 times the normal water rate in excess of the monthly allocation from 10% through 15% above the monthly allocation.
- 3.5 times the normal water rate more than 15% above the monthly allocation.

14.11. Severability

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the City without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

14.12. Reservoir System Operating Plan

Because all of the wholesale customers rely on the reservoir systems for their supplies, they are subject to the Reservoir Operating Plan. A copy of this is included.



APPENDIX A



APPENDIX B

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ROCKPORT AMENDING CODE OF ORDINANCES CHAPTER 102 'UTILITIES', ARTICLE D, 'WATER SERVICE', DELETING THE CONTENT OF DIVISION 4, 'DROUGHT CONTINGENCY AND EMERGENCY PLAN' AND REPLACING SAID DIVISION 4 CONTENTS BY REFERRING TO AND ADOPTING A COMPREHENSIVE DROUGHT CONTINGENCY PLAN AS EXHIBIT A, AND AS MAY BE MODIFIED IN THE FUTURE BY ORDINANCE; REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENT

That Chapter 102 'Utilities', Article II 'Water Service', Division 4 'Drought Contingency and Emergency Plan' deleted in its entirety and is hereby amended to wit.

DIVISION 4. DROUGHT CONTINGENCY AND EMERGENCY PLAN

Sec. 102-7 J. Adoption of Drought Contingency and Emergency Plan It is hereby declared that the City of Rockport (the "City") Drought Contingency and Emergency Plan, **Exhibit A** hereto, entitled "Drought Contingency Plan **20192025**" and *as* it may be modified in the future by Ordinance, is adopted as the City's Drought Contingency and Emergency Plan.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective upon adoption on ~~second reading~~ **emergency** by the Rockport City Council.

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

Approved on emergency on the ____ day of May 2025.

Timothy Jayroe
Mayor

Shelley Goodwin
City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Shelley Goodwin, City Secretary

MEETING DATE: May 13, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on first of two reading Ordinance 1974 amending the Code of Ordinances Chapter 2, Entitled “Administration,” Article II “Council,” Section 2-26, Entitled “Day, Time of Regular Meetings” and Article II, Entitled “Tree Regulations,” Section 106-15, Entitled “Tree Preservation and Mitigation”; repealing all ordinances to the extent they are in conflict; providing for severability; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing an effective date

SUMMARY:

Changing the date and time of the City Council Regular Meeting.

BACKGROUND:

The City Code of Ordinances requires the City Council to amend the time of Regular City Council Meetings by Ordinance. The benefits of this change include:

- Increased Participation
- Reduction in Travel Time for consultants and employees
- More Efficient Use of City Resources:
- Better Preparedness and Focus

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. ord250502 Changing Meeting time

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025

ORDINANCE NO. 1974

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS AMENDING THE CITY OF ROCKPORT CODE OF ORDINANCES CHAPTER 2, ENTITLED “ADMINISTRATION,” ARTICLE II “COUNCIL,” SECTION 2-26, ENTITLED “DAY, TIME OF REGULAR MEETINGS” AND ARTICLE II, ENTITLED “TREE REGULATIONS,” SECTION 106-15, ENTITLED “TREE PRESERVATION AND MITIGATION”; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW;AND PROVIDING AN EFFECTIVE DATE

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

Section 1. Chapter 2 of the Code of Ordinances of the City of Rockport, Texas, section 2-26 is hereby amended as follows:

“§ 2-26 **Day, time of regular meetings.** The regular meetings of the council shall be held on the second and fourth Tuesdays of each month at ~~6:30~~ 4:00 p.m. or as otherwise determined by the City Council.”

Section 2. Chapter 106 of the Code of Ordinances of the City of Rockport, Texas, section 106-7 and 106-15 are hereby amended as set forth in the attached Exhibit A, incorporated herein.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 5. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. Failure to comply with any provision of this Ordinance constitutes a class C

misdemeanor punishable as provided by the general penalty provisions of Section 1-7 of the Rockport Code of Ordinances. Removal of undocumented trees constitutes a class C misdemeanor punishable as provided by the general penalty provisions of Section 1-7 of the Rockport Code of Ordinances. Each individual tree on each day the violation of this chapter exists shall constitute separate violations.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof, and publication of the caption and penalties as required by law.

APPROVED and **PASSED** on first reading the day of , 2025.

APPROVED, PASSED and ADOPTED on second reading the _____ day of _____ 2025.

CITY OF ROCKPORT:

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

EXHIBIT A

CHAPTER 106 TREE LANDSCAPE REGULATIONS ARTICLE I. IN GENERAL

Sec. 106-7. Tree preservation and mitigation account.

The city shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of tree mitigation in a separate account from the general funds of the city. This fund shall be known as the tree preservation and mitigation account. The city shall deposit sums collected as cash payments-in-lieu of tree mitigation in the tree preservation and mitigation account. The city shall maintain records detailing the receipts and expenditures for the tree preservation and mitigation account. All funds deposited as credit for fee-in-lieu of tree mitigation may be used to place trees at public parks, schools, or other approved public facilities throughout the city. The tree preservation and mitigation account funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing trees, for advertising and educational purposes related to tree preservation and mitigation, and to purchase equipment for the preservation or protection of existing trees.

Article II. Tree Regulations

Sec. 106-15 - Tree Preservation and Mitigation.

(a) Purpose and Intent.

- (1) The purpose of this section is to conserve, protect and enhance existing healthy trees and natural landscape. It is recognized that the preservation of existing trees contributes to the overall quality and environment of the City. Trees can and do contribute to the processes of purification, oxygenation, regeneration, groundwater recharge, reduction of pollution and contaminants in aquifers, erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement property values. Indiscriminate clearing or stripping of natural vegetation on any parcel is prohibited.
- (2) It is hereby declared the intent of the City to encourage the preservation of all trees within the City limits. While the layout of a property with respect to the placement of buildings, parking facilities and other site requirements is at the discretion of the developer of the property, it is the policy of the City to promote site layout and design in a manner which preserves the maximum amount of Protected Class, Century Class, Heritage Class, and Windswept Live Oak trees possible.

(b) Applicability and Exemptions.

- (1) The provisions of this section are applicable to the following:
 - a. all new residential and nonresidential development within the City;
 - b. redevelopment of any residential or nonresidential property within the City that results in an increase in the building footprint or the total destruction and reconstruction;
 - c. any grading, filling or clearing of land in the City limits; and

- d. any selective or individual removal of any Protected Class Trees, Century Class Trees, Heritage Class Trees, and Windswept Oak Trees in the City limits.
- (2) The following definitions shall be applicable to the provisions of this section:
- a. Protected Class Trees. Trees having a DBH (diameter at breast height measured four-and one-half feet above existing ground level) between eight inches (8") and less than twenty-four inches (24") are designated as "Protected Class Trees".
 - b. Century Class Trees. Trees having a DBH greater than or equal to twenty-four inches (24") and less than forty-eight inches (48") are designated as "Century Class Trees".
 - c. Heritage Class Trees. Trees having a DBH greater than or equal to forty-eight inches (48") are designated as "Heritage Class Trees".
 - d. Windswept Oak Trees. Any Live Oak tree whose crown shows a definite south-east to north-west influence as a result of Rockport's prevailing southeasterly wind
- (3) The following are exempt from the preservation and mitigation requirements of this section:
- a. Protected Class Trees located within the area of a proposed on-site sewage facility (OSSF). A waiver to mitigation for Century Class Trees and Heritage Class Trees may be requested;
 - b. Protected Class, Century Class Trees and Heritage Class Trees located within a right-of-way to be dedicated to and maintained by the City and shown on the City's Master Thoroughfare Plan;
 - c. Protected Class Trees located within any utility easement. Protected Class Trees located within any utility easement are exempt from preservation requirements only. A waiver to mitigation for Century Class Trees and Heritage Class Trees may be requested;
 - d. Protected Class, Century Class, Heritage Class, and Windswept Oak trees damaged or destroyed by floods, fire, wind or other natural causes;
 - e. Dangerous, diseased, damaged, dead or dying Protected Class, Century Class, Heritage Class, and Windswept Oak trees as determined by a certified Texas Arborist;
 - f. Protected Class, Century Class, Heritage Class, and Windswept Oak trees that are less than 10" in diameter at the point on the trunk 4.5' above the ground located on property that has an existing one family or two-family dwelling that is occupied;
 - g. Protected Class trees of a species listed in Table 106-D.8 *Plant Species list- Invasive Species*. A waiver to mitigation for Century Class, and Heritage Class trees may be requested;
 - h. Protected Class, Century Class, and Heritage Class trees of the following tree species are exempt:
 - 1. Hackberry (*Celtis occidentalis*)
 - 2. Eastern Red Cedar (*Juniperus virginiana*)
 - 3. Common Ashe Juniper (*Juniperus ashei*)

4. Chinaberry (*Melia azedarach*)
 5. Mesquite (*Prosopis* spp.)
 6. Ligustrum (*Ligustrum* spp.)
- (c) Tree Preservation. The existing natural landscape character shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 106-15.b.3 above, a Tree Removal Permit is required for the removal of any tree with a DBH of eight inches (8") or greater.
- (1) Protected Trees. Any Protected Trees not exempt from preservation in section 106-15.b.3 above may be removed upon approval of a Tree Removal Permit by the City Manager or his/her designee.
 - (2) Century Trees. Any Century Trees not exempt from preservation in section 106-15.b.3 above may be removed upon approval of a Tree Removal Permit by the City Manager or his/her designee.
 - (3) Heritage Trees. Any Heritage Trees not exempt from preservation in section 106-15.b.3 above may be removed upon approval of a Tree Removal Permit by the City Manager or his/her designee.
 - (4) Minimum Preservation. In the development of any site, at least twenty-five percent (25%) of all non-exempt Protected Class, Century Class, and Heritage Class trees must be preserved. A waiver to the 25% preservation requirement may be requested.
- (d) Tree Mitigation. Any non-exempt Protected Class, Century Class, or Heritage Class trees that are removed or damaged, shall be mitigated for on the same site as the proposed development. All trees planted for mitigation purposes must be a species of shade tree identified in table 106-15.d.7: *Plant species list – Shade Trees*. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or pay a fee-in-lieu. Approval of requests to donate trees or pay a fee-in-lieu are at the discretion of the City Manager or his/her designee. Mitigation requirements are:
- (1) Protected Class Trees. Protected trees shall be mitigated at a one-to-one (1:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two- and one-half inches (2.5").
 - (2) Century Class Trees. Century Class trees shall be mitigated at a three-to-one (3:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two- and one-half inches (2.5").
 - (3) Heritage Class Trees. Heritage Oak trees shall be mitigated at a five-to-one (5:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two- and one-half inches (2.5").
 - (4) Windswept Oak Trees shall be mitigated at a five-to-one (5:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two- and one-half inches (2.5").

- (5) Damaged Trees. Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 106-15.d.1, d.2, d.3, and d.4 above.
- (6) Mitigated Trees. Trees planted and counted towards the necessary mitigation requirements that are damaged after planting or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for at a one-to-one (1:1) DBH inch ratio for every tree damaged or that dies.

Table 106-15.d.7: Plant species list—SHADE TREES

SCIENTIFIC NAME	COMMON NAME
<i>Quercus macrocarpa</i>	Bur Oak (H, N)
<i>Quercus virginiana</i>	Live Oak (H, N)
<i>Quercus laceyi</i>	Lacey Oak
<i>Taxodium distichum</i>	Bald Cypress (W)
<i>Taxodium mucronatum</i>	Montezuma Bald Cypress (W)
<i>Ulmus americana</i>	American Elm
<i>Ulmus crassifolia</i>	Cedar Elm (N)
<i>Pithecellobium flexicaule</i>	Texas Ebony (F, H, N)
<i>Araucaria heterophylla</i>	Norfolk Island Pine (F)
<i>Pinus thunbergia</i>	Japanese Black Pine
<i>Ehretia anacua</i>	Anaqua (N, H)
<i>Parkinsonia aculeate</i>	Retama (H, N)

(e) Tree Protection Standards.

- (1) All trees to be preserved on site shall be protected from damage caused by site excavation or construction in accordance with the following:
- All trees shall be protected by a fence, frame or box constructed around the drip line of the preserved tree. Protection measures may not be removed until construction is complete.
 - A minimum of three inches (3") of mulch or compost shall be spread beneath the drip line of the preserved tree.

- c. No person shall excavate any ditches, tunnels, or trenches, place any paving material or place any drive or parking area within the drip line of any Protected Class, Century Class, Heritage Class, and Windswept Oak Tree without prior written approval of the City Manager or his/her designee.
- d. No person shall attach any rope, wire, nails, advertising posters or other contrivance to any Protected Class, Century Class, Heritage Class, and Windswept Oak Tree.

(2) Windswept Live Oak Tree Protection.

- a. Windswept Live Oak trees are considered a special natural resource unique to this area, shaped and created by forces of nature, and are irreplaceable. Windswept Live Oak trees provide character and beauty to the community, and special preservation of such trees benefits the community. Windswept Live Oak trees not exempted by section 106-15.b.3 above may only be removed if:
 - 1. It is demonstrated by clear and convincing evidence that the applicant's stated reasons for removal exist in fact and the removal is imminently necessary to accomplish the applicant's stated reason(s).
 - 2. A reasonable effort to preserve the tree/s has been made and reasonable alternatives have been evaluated and determined to not be feasible.

(f) Obstruction; pruning of trees.

(1) Maintenance pruning allows for the healthy uniform growth of trees. Tree pruning should be accomplished in accordance with the procedures set forth in the latest ANSI A300 standard. The use of unnatural pruning techniques will be considered an unauthorized removal of a tree unless the tree is designated on an approved landscape plan to be shaped or formed in an unnatural pattern or to be maintained at a certain height.

(2) It shall be the duty of any person or persons owning or occupying real property bordering on any street or public way upon which property there may be trees or other vegetation, to prune such trees or other vegetation on their property in such a manner that they will not obstruct or shade streetlights, obstruct the passage of pedestrians, obstruct vision or traffic signs, obstruct flow of vehicular traffic, or obstruct view of any street or alley intersection. Minimum clearance of any overhanging portion thereof shall be determined by the city public works department.

(a) Notice to prune. Should any person or persons owning real property bordering on any street fail to prune trees as herein above provided, the landscape official, or his/her designee, shall order such person, or persons, within ten days after receipt of written notice, to prune such trees.

(b) Order required. The order required herein shall be served in accordance with notification procedures as outlined in section 106-11, of this article.

(c) Failure to comply. When a person to whom an order is directed fails to comply within the specified time, the landscape official, or his/her designee, may have such trees pruned in the interest of public safety.

(3) On any corner lot, no vegetation shall be permitted or maintained higher than three feet above ground level or average street level within a vision triangle formed by a straight line from the points of the two intersecting right-of-way lines 20 feet back from their common intersection. This restriction shall not apply to permanent structures authorized by other sections of this article nor by other local, state, or federal laws. This restriction shall not apply to the trunks of trees as long as said trees are not clustered in a way so as to impede vision and are pruned so that all overhanging limbs will not impede vision.

~~(f)~~(g) Tree Preservation Credits—Nonresidential and Multifamily Developments.

- (1) To encourage the preservation of existing Protected Class, Century Class, Heritage Class, and Windswept Oak Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new landscaping trees required on nonresidential and multifamily sites. Tree preservation credits can be issued to offset landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can also be issued to satisfy total trees per acre requirements. The following minimum tree preservation credits may be requested:
 - a. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;
 - b. Century Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;
 - c. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;
 - d. Windswept Oak Trees shall receive a credit against the minimum required landscaping or mitigation standards at a five-to-one (5:1) caliper inch ratio;
- (2) Tree preservation credits may only be applied to the site where the trees are being preserved and only to offset new tree planting requirements. Credits may only be used to offset required new landscaping and must be requested at time of building permit.

~~(g)~~(h) Tree Removal Permit.

- (3) Permit Required. A tree removal permit is required for the removal of any Protected Class, Century Class, and Heritage Class, tree/s not exempt in section 106-15.b.3 above and any Windswept Live Oak Tree regardless of size, classification, or exemption status. Application for a Tree Removal Permit must be accompanied by an appropriate application as identified in the City's Development Manual.

~~(h)~~(i) Violations.

- (4) Work without a Tree Removal Permit. It shall be a violation of this chapter for any person or corporation to remove without a Tree Removal Permit, any non-exempt Protected Class, Century Class, and Heritage Class tree or any Windswept Live Oak Tree regardless of size, classification, or exemption status.

(5) It shall be unlawful for any person or corporation to develop and/or maintain property in violation of this chapter.

(6) Penalties and appeals shall be in accordance with the provisions laid out in Article I of this chapter.

~~(j)~~(i) Waiver.

(7) General. The City Manager or his/her designee may authorize waivers from the provisions of this Article when, in their opinion, undue hardship will result from requiring strict compliance. Waivers may be granted only to items specifically stated in this section. Waivers must meet one of the following eligibility requirements:

- a. The tree is proposed for removal in order for the property to achieve compliance with other applicable City requirements and standards (i.e. site design or storm water management); or
- b. The tree is proposed for removal because it is within a future public utility location; or
- c. Minimum preservation requirements cannot be met due to too few trees or an excessive abundance of trees on site.

(8) Criteria for approval. Waivers shall be evaluated using the following criteria:

- a. Removal of the tree will not have a significant negative impact on erosion, soil stability, flow of surface waters, protection of adjacent trees or windbreaks;
- b. The requested waiver does not violate the intent of this section or the Rockport Code of Ordinances;
- c. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties in the same zoning district or with the same land use that would comply with the same provisions;
- d. A reasonable effort to preserve the tree has been made and reasonable alternatives have been evaluated and determined to not be feasible.

~~(k)~~(j) Tree Mitigation Fee-in-lieu.

(1) The tree mitigation fee-in-lieu of replanting shall be \$50 per inch of mitigation.



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Carey Dietrich, Director of Community Development & Building

MEETING DATE: May 13, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on first of two readings Ordinance 1975 amending the Official Zoning Map as stipulated under Article 4.1 of the Zoning Ordinance Number 1027 by changing the zoning of land from R-1 (1st Single Family Dwelling District); for property located at 303 w Market; also known as Doughty & Mathis, Block 153, East 1/2 Lot 1 & 2 to B-1 (General Business District), repealing all ordinances in conflict therewith; providing for severability; and providing an effective date

SUMMARY:

This is the Ordinance that the Planning and Zoning Commission held the public hearing earlier in the meeting.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Ordinance - 303 W Market (1)

APPROVAL/REVIEW:

Date: May 08, 2025

Shelley Goodwin, City Secretary

Date: May 09, 2025

Vanessa Shrauner, City Manager

ORDINANCE NO. _____

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 R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); FOR PROPERTY LOCATED AT 303 W MARKET; ALSO KNOWN AS DOUGHTY & MATHIS, BLOCK 153, EAST 1/2 LOT 1 & 2 TO 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 April 24, 2025, 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 April 24, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on April 24, 2025, 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 May 13, 2025, at 6:30 p.m., the Rockport City Council and the Planning & Zoning Commission did hold a Joint Public Hearing; and

WHEREAS, on May 13, 2025, 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 303 W Market, to B-1 (General Business District), to bring into compliance with current use, 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 303 W Market, City of Rockport, Aransas County, Texas; be changed from R-1 (1st Single Family Dwelling District) to 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 13th day of May, 2025.

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: May 13, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval of Contractor's Change Request #02 with South Texas Building Partners for the Remodel Project of the City's Building used by the Rockport Volunteer Fire Department for an amount not to exceed \$36,504.00 and approval of the only reading of Ordinance 1976 amending Ordinance No. 1948 which adopted the 2024-2025 Budget beginning October 1, 2024, and ending September 30, 2025; repealing all prior Ordinances in conflict herewith; providing for publication; and providing for an effective date (Contractor's Change Request #02 with South Texas Building Partners)

SUMMARY:

The repairs due to mold remediation are fully underway at the City Building located at 212 N. Gagon and leased to the Rockport Volunteer Fire Department. Unforeseen Structural Repairs were found during the removal of the existing insulation. There are missing and damaged structural roof fasteners; remove existing damaged roof ridge vent and seal closed with new ridge cap; and remove and replace damaged roof trim panels. Due to the findings, the staff recommend adding these repairs to provide an airtight building. The additional cost to repair will be \$36,504.00.

Below is a summary of the contract values with South Texas Building Partners:

Original Contract	\$667,459.00
CCR #01	\$5,886.00
CCR #02	\$36,504.00
Revised Total	\$709,849.00

Consider approval on the first and only reading of the Budget Amendment amending Ordinance No. 1948, which adopted the 2024-2025 Budget beginning October 1, 2024, and ending September 30, 2025; repealing all prior Ordinances in conflict herewith; providing for publication; and providing for an effective date.

BACKGROUND:

FUNDING SOURCE:

See Summary Section.

FUNDING IMPACT:

The funding will be transferred from the 2024 Tax Notes Fund into the General Capital

Improvement Projects Fund, where the additional payment will be made.

STAFF RECOMMENDATION:

Staff recommend approval of Change Order #02 of the contract and approval of this budget ordinance on the first and only reading.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. G701-2017 - Final - 002(1) (2)
2. 004 CCR-UNFORSEEN STRUCTURAL REPAIRS-R2
3. Budget Amendment #6 Ordinance 5-6-25

APPROVAL/REVIEW:

Robbie Sorrell, Director

Date: May 06, 2025



Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
 24008 ROCKPORT VOLUNTEER FIRE
 DEPARTMENT-REPAIRS
 212 N Gagon Street, Rockport, TX 78382

OWNER: *(Name and address)*
 City of Rockport

2751 S.H. 35 Bypass
 Rockport, TX 78382

CONTRACT INFORMATION:
 Contract For: General Construction

Date: January 14, 2025

ARCHITECT: *(Name and address)*
 EDR Architects, PLLC

P.O. Box 271613
 Corpus Christi, TX 78427

CHANGE ORDER INFORMATION:
 Change Order Number: 002

Date: 05/13/2025

CONTRACTOR: *(Name and address)*
 South Texas Building Partners (STBP,
 Inc.)

601 Everhart Road
 Corpus Christi, TX 78412

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

004 Contractor Change Request (CCR):

CCR Date: April 29, 2025

Unforseen Structural Repairs. Items found when Existing Insulation was removed.
 Missing and damaged structural roof fasteners.
 Remove Existing Damaged Roof Ridge Vent and Seal Closed with new Ridge Cap.
 Remove and Replace damaged roof trim panels.

Materials: \$19,800.00
 Labor: \$6,000.00
 Equipment: \$8,000.00
 STBP 8% Fee: \$2,704.00

Total: \$36,504.00

The original Contract Sum was	\$	667,459.00
The net change by previously authorized Change Orders	\$	5,886.00
The Contract Sum prior to this Change Order was	\$	673,345.00
The Contract Sum will be increased by this Change Order in the amount of	\$	36,504.00
The new Contract Sum including this Change Order will be	\$	709,849.00

The Contract Time will be increased by Twenty Five (25) days.
 The new date of Substantial Completion will be September 5, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EDR Architects, PLLC

ARCHITECT *(Firm name)*

South Texas Building Partners (STBP,
 Inc.)

CONTRACTOR *(Firm name)*

City of Rockport

OWNER *(Firm name)*

SIGNATURE

Emily D. Rozypal, AIA, Principal
PRINTED NAME AND TITLE

DATE

SIGNATURE

Mr. Matt Ezell, President
PRINTED NAME AND TITLE

DATE

SIGNATURE

Vanessa Shrauner, City Manager
PRINTED NAME AND TITLE

DATE



Contractor's Change Request

To: Ryan Picarazzi
City of Rockport
2751 S.H. 35 Bypass
Rockport, TX 78382
Project: 24008 Rockport V.F.D.-Repairs

CCR No: 04
Date: 4/29/2025
Description: Building Repairs

STBP, Inc. hereby proposes the following changes in scope and cost for the project:

Description	
Remove existing parapet wall panels, insulation, and trim to create a weather tight parapet.	
Remove and replace new cap trim, L closures on parapet wall.	
Remove and replace a new rake trim per roof plan.	
Replace missing and lose roof fasteners.	
Remove and replace ridge vent with ridge cap.	
Replace soffit trims per detail on plan A.	
Inspect and repair all pin holes in roof and replace damaged self-taping screws.	
Add side laps where needed, re-seal roof vents, inspect all openings and seal as needed.	
All work to be completed per detail on plan A from Architect.	
	\$ 19,800.00
Materials	\$ 6,000.00
Equipment	\$ 8,000.00

Total	\$ 33,800.00
Fee (8%):	\$ 2,704.00
SUB TOTAL:	\$ 36,504.00

...and requests an adjustment to the contract time of 25 days as a condition of this request.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$36,504.00 will be added to the contract price and the scope will be revised accordingly.

Original Contract	\$667,459.00
Other Approved Change Orders	\$5,886.00
Total Contract to Date	\$673,345.00
This Request	\$36,504.00
Other Pending Requests	\$0.00



601 Everhart Rd.
Corpus Christi, TX 78412
Phone: (361) 299-5462
Fax: (800) 858-5280

Contractor's Change Request

To: Ryan Picarazzi
City of Rockport
2751 S.H. 35 Bypass
Rockport, TX 78382
Project: 24008 Rockport V.F.D.-Repairs

Total Contract plus Pending RFCs \$709,849.00

Authorized Signature: _____ Date: _____
STBP, Inc.

Authorized Signature: _____ Date: _____

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS AMENDING ORDINANCE NO. 1948 WHICH ADOPTED THE 2024-2025 BUDGET BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2024, Council approved Ordinance No. 1948 establishing the original budget for 2024-2025, and

WHEREAS, the City received the Contractor's Change Request #02 with South Texas Building Partners for the Remodel Project of the City's Building used by the Rockport Volunteer Fire Department for an amount not to exceed \$36,504.00.

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

SECTION 1.

For municipal purposes, to appropriate the \$36,504.00 Contractor's Change Request #02 the funds will be transferred out of the 2024 Tax Note Fund and transferred into the General Capital Improvement Projects Fund.

SECTION 2.

All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

SECTION 3.

If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 4.

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code

SECTION 5.

This Ordinance shall become effective upon adoption by the second reading by the Rockport City Council.

APPROVED on first reading the ____ day of May 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe,
Mayor

ATTEST:

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of a Mutual Use Agreement with the Rockport Center for the Arts for the placement of a public art structure to be known as "Rockport Glory II" to be located on the highway right of way near the intersection of Business State Highway 35 and Broadway.

SUMMARY:

Staff recommends approval of a Mutual Use Agreement between the City of Rockport and the Rockport Center for the Arts (RCA) for the installation of a public art sculpture titled "*Rockport Glory II*."

BACKGROUND:

The original "*Rockport Glory*" sculpture was donated anonymously to the City in 2012 and installed in 2013 at the triangular intersection of Business 35 and Broadway. Following damage sustained during Hurricane Harvey, the sculpture required significant repairs and was ultimately returned to the original donor.

RCA has since proposed placing a new sculpture by artist Nic Noblique, "*Rockport Glory II*," at the same location. Under the terms of the proposed agreement, RCA will be solely responsible for all associated costs, including—but not limited to—engineering, installation, ownership, liability, and annual maintenance.

The City has coordinated with the Texas Department of Transportation (TxDOT) to meet all location and access requirements. A separate agenda item will address approval of the associated TxDOT agreements.

FUNDING SOURCE:

Rockport Center for the Arts

FUNDING IMPACT:

Staff time only.

STAFF RECOMMENDATION:

Staff recommends the approval of a Mutual Use Agreement with the Rockport Center for the Arts for the placement of a public art structure to be known as "Rockport Glory II" to be located

on the highway right of way near the intersection of Business State Highway 35 and Broadway.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. MUA - Rockport Glory II - RCA
2. Photo Rockport Glory II
3. Construction Plan
4. Meets and Bounds

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025

Mutual Use Agreement

This agreement made by and between the City of Rockport, hereinafter referred to as the “City”, party of the first part, and Rockport Center for the Arts, hereinafter referred to as “RCA”, party of the second part, is to become effective when fully executed by both parties.

1. PURPOSE AND TERM:

The City has a separate agreement with the Texas Department of Transportation to permit the construction, maintenance, and operation of a public art structure to be known as Rockport Glory II (“artwork”) on the highway right of way near the intersection of Business State Highway 35 and Broadway shown graphically by the site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B,” which are attached and made a part of this Agreement.

RCA will prepare and provide for the plans, construction, and maintenance of the artwork throughout its lifespan. All plans will be provided to the City as Exhibit “C” for further review by the Texas Department of Transportation’s review and final approval. Construction shall not commence until the Amended Mutual Use Agreement between the City and the Texas Department of Transportation is fully executed.

This Agreement shall begin on the date executed by all parties hereto and shall renew on a monthly basis until terminated as provided in Sections 3 and/or 4 below.

2. RESPONSIBILITIES:

Maintenance and operation of the artwork shall be entirely the responsibility of the RCA. Such responsibilities shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the City. Further, such responsibility shall include instillation, regular maintenance, and removal of the artwork.

3. TERMINATION UPON NOTICE:

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon the exercise of any such right by either party, all obligation herein to make improvement to said artwork shall immediately cease and terminate.

4. MODIFICATION/TERMINATE OF AGREEMENT:

If in the sole judgement of the Texas Department of Transportation or the City it is found at any future time that traffic conditions have so changed that the existence of the artwork is impeding maintenance, damaging the highway facility, impairing safety or that the artwork is not being properly maintained, that it constitutes a nuisance, is abandoned, or if for any other reason it is the Texas Department of Transportation’s or City’s judgement that such artwork is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective

measures acceptable to both parties can be applied to the artwork; or (2) terminated and the use of the area as proposed herein discontinued.

5. RESTORATION OF AREA:

The RCA shall provide written notification to the City that such facility will be discontinued for the purposes defined herein. The RCA shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the City and Texas Department of Transportation.

6. PREVIOUS AGREEMENTS:

It is understood that this agreement in no way modifies or supersedes the terms and provision of any existing agreements between the parties hereto.

7. INDEMNIFICATION:

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its rights to avoid any such liability by claiming its governmental or other immunity.

When notified by the Texas Department of Transportation or the City, the other party hereto shall within thirty (30) days from receipt of the State's, or City's written notification pay the State or City for the full cost of repairing any damages to the highway or street facility which may result from its construction, maintenance, or operation of the artwork, and shall promptly reimburse the State or City for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the Texas Department of Transportation, the City, or the RCA. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the Texas Department of Transportation or the City and the RCA shall become fully subrogated to the Texas Department of Transportation and the City and shall be entitled to maintain any action over and against the third party which may be liable for having caused the RCA to pay or disburse any sum of money hereunder.

8. HOLD HARMLESS:

The RCA shall indemnify and save harmless the Texas Department of Transportation and the City and their officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or a result from error, omission, or negligent act of the party or of any person

employed by the party. The RCA shall also indemnify and save harmless the Texas Department of Transportation and the City from any and all expense, including but not limited to attorney fees that may be incurred by the Texas Department of Transportation and City in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department of Transportation or City as a result of such activities by the RCA, its agenda, or employees authored under this agreement. The RCA further agrees to indemnify and save harmless the Texas Department of Transportation and City from and against all claims, demands, and causes of action of every kind and character brought by any employees of the party against the Texas Department of Transportation and City due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the RCA. The indemnification of the Texas Department of Transportation and City shall extend for a period of three (3) years beyond the termination of this agreement.

9. INSURANCE:

The RCA, shall provide necessary safeguards to protect the public on the Texas Department of Transportation and City maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, and operation of the artwork occupying such airspace or thereafter, and to save the Texas Department of Transportation and City harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the Texas Department of Transportation and City rights of ways, the RCA's construction contractor shall submit to the City a completed insurance form and shall maintain the required coverage during the construction of the artwork.

10. USE OF STATE RIGHT OF WAY:

It is understood that the Texas Department of Transportation or City by executing this agreement does not impair or relinquish the Texas Department of Transportation or City's right to use such land for highway or city street purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever by construed as abandonment by the Texas Department of Transportation or City of such land acquired for highway or city street purposes, and the Texas Department of Transportation or City Does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

11. AMENDMENTS:

Any changes in the time frame, character, or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

12. LEGAL CONSTRUCTION:

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

13. AUDIT:

The City or Texas Department of Transportation may conduct an audit or investigation of any aspect of this agreement. The RCA must provide the City or Texas Department of Transportation with access to any information the City or Texas Department of Transportation considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the RCA if that service is authorized by this agreement.

14. COMPLIANCE OF THE LAW:

The RCA shall comply with all federal, state, and local law, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies in any manner affecting the performance of this agreement.

15. WARRANTS:

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented:

16 LIST OF ATTACHED EXHIBITS:

- Exhibit A – Photos of Rockport Glory II
- Exhibit B – Approved Construction Plans
- Exhibit C – Certificate of Insurance
- Exhibit D – Metes and Bounds Description

17. NOTICES:

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

City
(Mailing Address)
City of Rockport
Attn: City Manager
2751 S.H. 35 Bypass
Rockport, TX 78382

RCA
(Mailing Address)
Rockport Center for the Arts
Attn: Luis Puron
204 S. Austin St.
Rockport, TX 78382

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on the ____ day
of _____, 2025.

Witness:

Rockport Center of the Arts
Executive Director
Luis Puron

IN WITNESS WHEREOF, the parties have hereunto affixed their signature on the ____ day
of _____, 2025.

City of Rockport
City Secretary
Shelley Goodwin

City of Rockport
Mayor
Tim Jayroe





Monday, November 16, 2024

Kimberly Henry
City of Rockport
2751 SH 35 Bypass
Rockport, Texas 78382

Subject: Sculpture replacement for *Rockport Glory* site at Texas Department of Transportation triangle across from American Bank

Dear Kimberly,

Rockport Center for the Arts is ready to install a stainless-steel version of Abilene artist Nic Noblique's *Rockport Glory* that once adorned the Texas Department of Transportation triangle across from American Bank. The piece has been re-fabricated in a more durable material for our harsh weather conditions.

The installation plan is much like the one for the piece that was there before.

The piece dimensions are as follows:

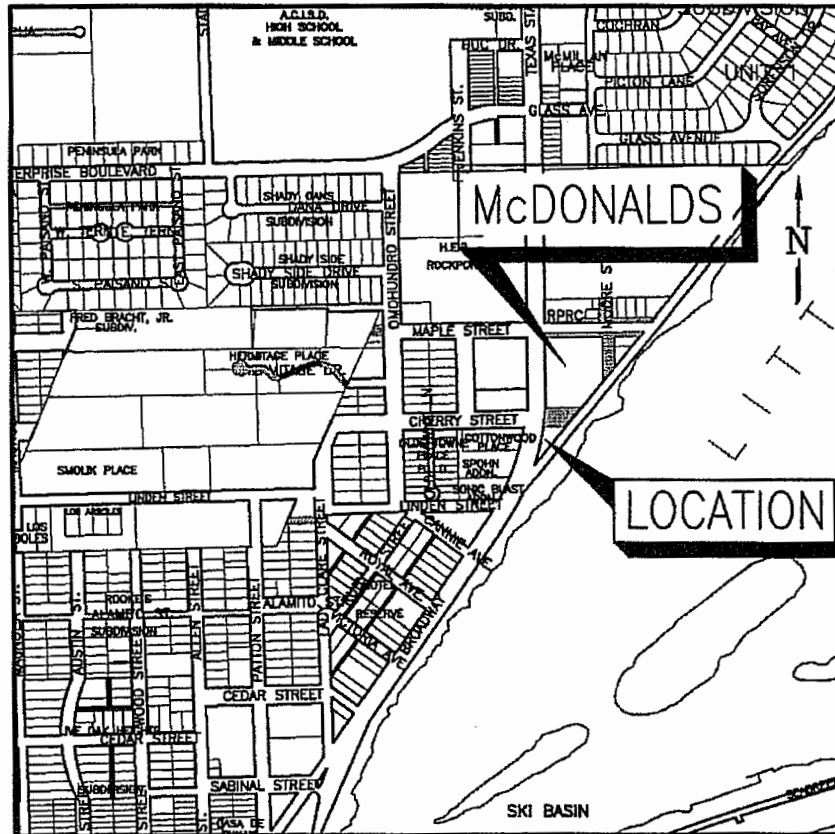
- 13 feet tall
- 60 inches wide
- 60 inches deep
- The base is 36x32 inches featuring 9 pin installation holes.

Installation Plan. To install it, the old pins will be removed by cutting them with a cutoff wheel and the new bolts will be hammer drilled into the existing concrete just the same way the last sculpture was installed, using 9-new marine-grade stainless pins will be used to fasten the sculpture base to the concrete. We will also use 150-year epoxy between the concrete and the new pins. Like with the other sculpture this fastening force will be sufficient to have the sculpture from 130+ mph winds, so that it does not create the inconvenience of dis-installation in an emergency where we should be more worried about people's lives and their safety.

Rockport Center for the Arts, our contractor and Nic Noblique will be financially responsible in all aspects of transportation, delivery, and installation of the concrete pad that is already in place. The pad meets the standards for this piece, as it did for the other.

Below are images of the sculpture that was created in 2024.

EXHIBIT C
CONSTRUCTION PLANS FOR
ROCKPORT GLORY ART PROJECT
CITY OF ROCKPORT, TEXAS



SCALE: 1"=1000 FEET

- C1 COVER SHEET
- C2 SITE LAYOUT
- S1 CONSTRUCTION NOTES
- S2 FOUNDATION PLAN
- S3 A-S3 DETAIL
- S4 ANCHOR PLATE DETAIL
- S5 ADDITIVE ALTERNATIVES



FORM NO. 145 2725 SWARTER ST. CORPUS CHRISTI, TEXAS 78404
PHONE: (501) 854-3101 FAX: (501) 854-8001

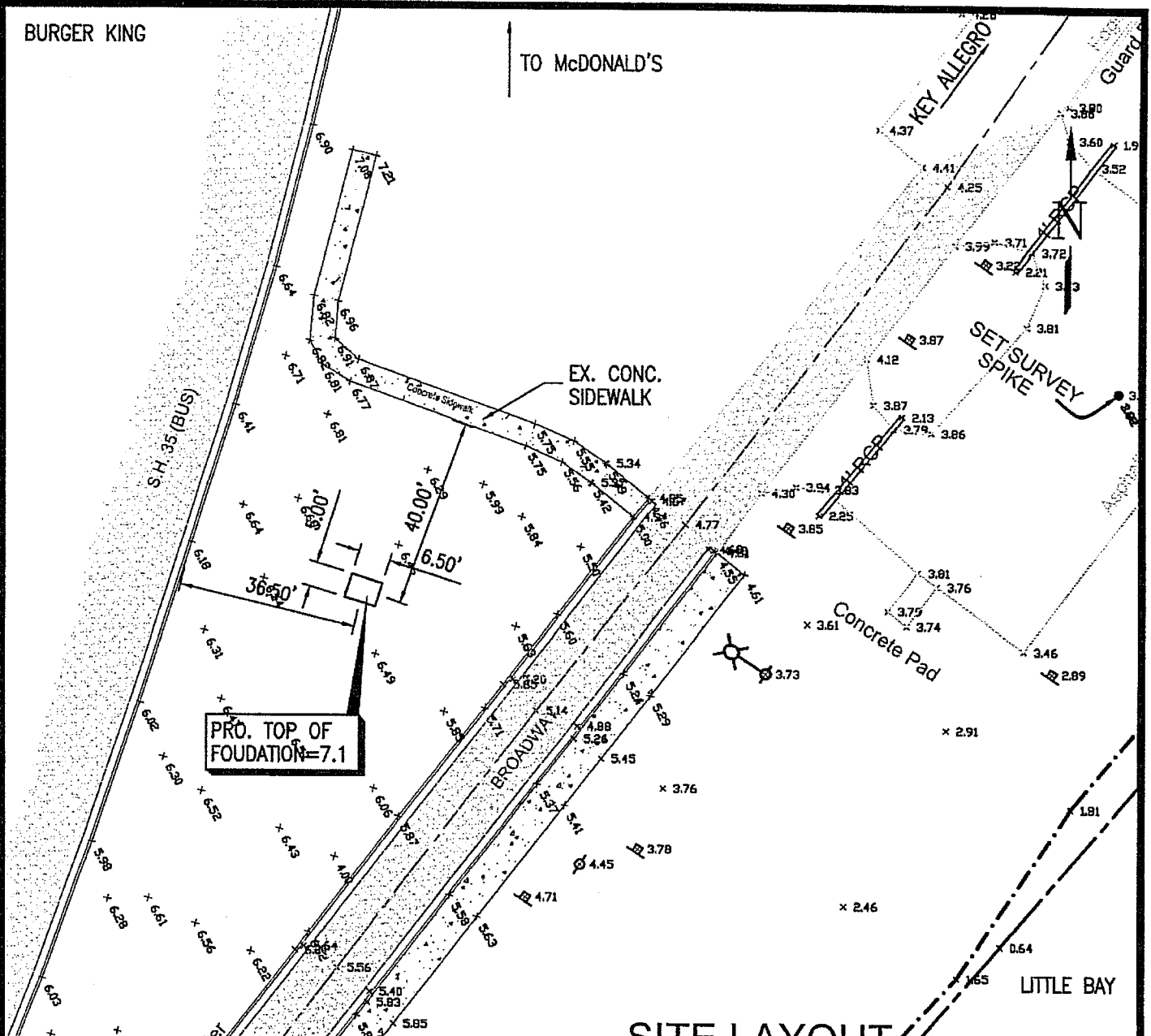


C1
OF 7

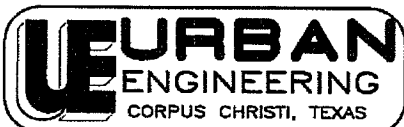
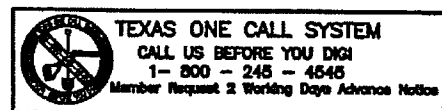
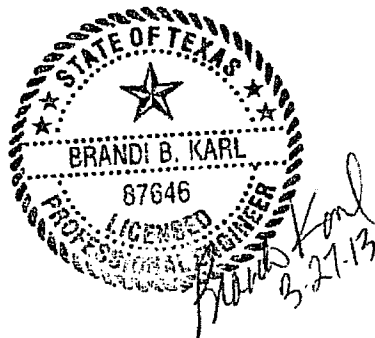
U.E. JOB NO. 01560.82.05

BURGER KING

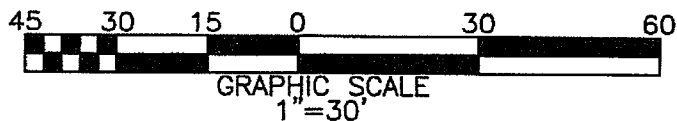
TO McDONALD'S



SITE LAYOUT ROCKPORT GLORY ART PROJECT



FIRM NO. 148 2725 SWANER ST. CORPUS CHRISTI, TEXAS 78404
PHONE: (361) 854-3101 FAX: (361) 854-8001



C2
OF 7

U.E. JOB NO. 01560.82.05

ROCKPORT GLORY ART PROJECT

1-18-13

NOTES:

1. A. PRIOR TO CONSTRUCTION, VERIFY STRUCTURAL ELEVATIONS AND DIMENSIONS WITH OTHER PROJECT DRAWINGS AND COORDINATE LOCATIONS OF OPENING AND SLEEVES THROUGHOUT THE STRUCTURE AND OTHER RELATED ITEMS.
- B. FRAME FOR OPENINGS THROUGH FOUNDATION AS PER DETAILS. DO NOT INTERRUPT FRAMING MEMBERS FOR OPENINGS EXCEPT WHERE SO INDICATED ON DRAWINGS.
- C. PIPE SLEEVES THROUGH CONCRETE STRUCTURE SHALL BE LOCATED AT LEAST 3-1/2" INSIDE CONCRETE SURFACES TO COMPLY WITH THE FOLLOWING CRITERIA, UNLESS OTHERWISE SHOWN ON THE STRUCTURAL DRAWINGS:
THROUGH BEAMS: 3" MAX. DIA., 4" MIN. CLEAR BETWEEN SLEEVES.
THROUGH SLABS: 8" MAX. DIA., 6" MIN. CLEAR BETWEEN SLEEVES,
- D. CONDUITS AND PIPES MAY BE EMBEDDED WITHIN BEAM ONLY IF CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF SECTION 6.3 OF ACI 318.
- E. VERIFY ALL DIMENSIONS IN THE FIELD BEFORE STARTING THE WORK.
- F. BEFORE BEGINNING CONSTRUCTION, NOTIFY THE ENGINEER OF DISCREPANCIES OR CONFLICTS FOUND IN THE DRAWINGS AND/OR FIELD DIMENSIONS.
- G. DETAILS ARE TYPICAL, INCORPORATE INTO THE WORK AT APROPRIATE LOCATIONS,
- H. EARTHWORK AND FOUNDATION ACCEPTANCE:
EXPOSURE TO THE ENVIRONMENT MAY WEAKEN THE SOILS AT THE FOUNDATION BEARING LEVELS IF AN EXCAVATION REMAINS OPEN FOR LONG PERIODS OF TIME. THEREFORE, IT IS RECOMMENDED THAT THE FOUNDATION EXCAVATION BE EXTENDED TO FINAL GRADE AND THE FOUNDATION BE CONSTRUCTED AS SOON AS POSSIBLE TO MINIMIZE POTENTIAL DAMAGE TO THE BEARING SOILS. THE FOUNDATION BEARING LEVEL SHALL BE FREE OF LOOSE SOIL, PONDED WATER OR DEBRIS AND SHALL BE OBSERVED PRIOR TO CONCRETING BY THE GEOTECHNICAL ENGINEER, OR HIS DESIGNATED REPRESENTATIVE.

FOUNDATION CONCRETE SHALL NOT BE PLACED ON SOILS THAT HAVE BEEN DISTURBED BY RAIN FALL OR SEEPAGE. IF THE BEARING SOILS ARE SOFTENED BY SURFACE WATER INTRUSION, OR BY DESICCATION, THE UNSUITABLE SOILS MUST BE REMOVED FROM THE FOUNDATION EXCAVATION AND BE REPLACED WITH PROPERLY COMPACTED NON-EXPANSIVE SELECT FILL PRIOR TO PLACEMENT OF CONCRETE.

THE GEOTECHNICAL ENGINEER OR HIS DESIGNATED REPRESENTATIVE SHALL MONITOR SUBGRADE PREPARATION. AS A GUIDELINE, DENSITY TESTS SHALL BE PERFORMED ON THE EXPOSED SUBGRADE SOILS AND EACH SUBSEQUENT LIFT OF COMPACTED SELECT FILL OF COMPACTED SELECT FILL SOILS AT A RATE OF ONE TEST PER 3,000 SQUARE FEET OR A MINIMUM OF THREE IN-PLACE NUCLEAR TESTS PER TESTING INTERVAL, WHCIHEVER IS GREATER. ANY AREAS NOT MEETING THE REQUIRED COMPACTION SHALL BE RECOMPACTED AND RETESTED UNTIL COMPLIANCE IS MET.

- J. DESIGN LIVE LOADS:
FOUNDATION: (EMPIRICAL DESIGN) 200 PSF
- K. DESIGN WIND LOAD: 120 MPH, (THREE SECOND GUST) EXPOSURE = C.
- L. ANCHOR BOLTS: ASTM A307 GALVANIZED INCLUDING WASHERS AND NUTS.

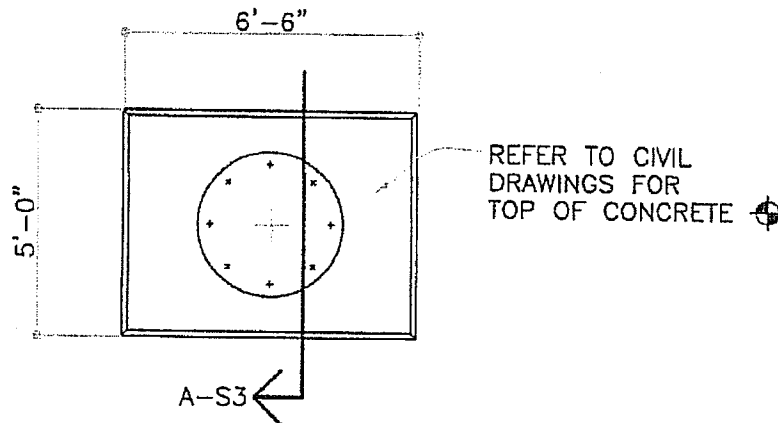
W+S

WILKERSON & SANDERS, INC.
STRUCTURAL ENGINEERING
314 PALOMA ST.
CORPUS CHRISTI, TEXAS 78412
361-853-2071
FAX 361-853-3274
FIRM REG. #F-4769



S1

1-18-13 OF 5



Foundation Plan

Scale : 1/4" = 1'-0"

2. REINFORCING:

- A. BARS: ASTM A615-60
- B. DETAIL, FABRICATE AND PLACE ALL REINFORCING ACCORDING TO THE RECOMMENDATIONS OF CRSI.
- C. PROVIDE CHAIRS, BOLSTERS, AND ACCESSORIES IN ACCORDANCE WITH CRSI.
- D. UNLESS OTHERWISE SHOWN, PROVIDE COVER FOR REINFORCING AS FOLLOWS:
3" FOR CONCRETE DEPOSITED AGAINST THE EARTH.

3. CONCRETE:

- A. CONCRETE STRENGTH AT AGE 28 DAYS;
3000 PSI PAD FOOTING AND ALL OTHER CONCRETE
NOT OTHERWISE SPECIFIED.
- B. INCLUDE AIR ENTRAINING ADMIXTURE IN ALL CONCRETE THAT WILL BE
EXPOSED TO THE WEATHER.

4. FOUNDATION:

- A. A GEOTECHNICAL INVESTIGATION FOR THIS PROJECT WAS CONDUCTED BY
ROCK ENGINEERING & TESTING LABORATORY, INC, CORPUS CHRISTI, TEXAS.
COPIES OF THE REPORT OF THE INVESTIGATION ARE AVAILABLE IN THE
OFFICES OF THE ARCHITECT AND ENGINEER FOR REVIEW. REPORT
G112255 DATED 12-12-12.
- B. PAD FOOTING ON GRADE: SOIL BEARING ALLOWED BY THE
GEOTECHNICAL INVESTIGATION IS 1000 PSF AT A DEPTH OF MINIMUM 2 FEET
BELOW EXISTING GRADE.

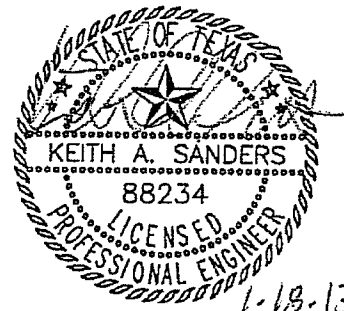
5. CONCRETE FINISHES:

- A. BROOM: EXTERIOR WALKING AND DRIVING SURFACES.
- B. REMOVE BURRS AND PROJECTIONS FROM EXPOSED FORMED CONCRETE.
- C. RUB: EXPOSED SURFACES OF CONCRETE.

6. WELDING: IN ACCORDANCE WITH AWS.

W+S

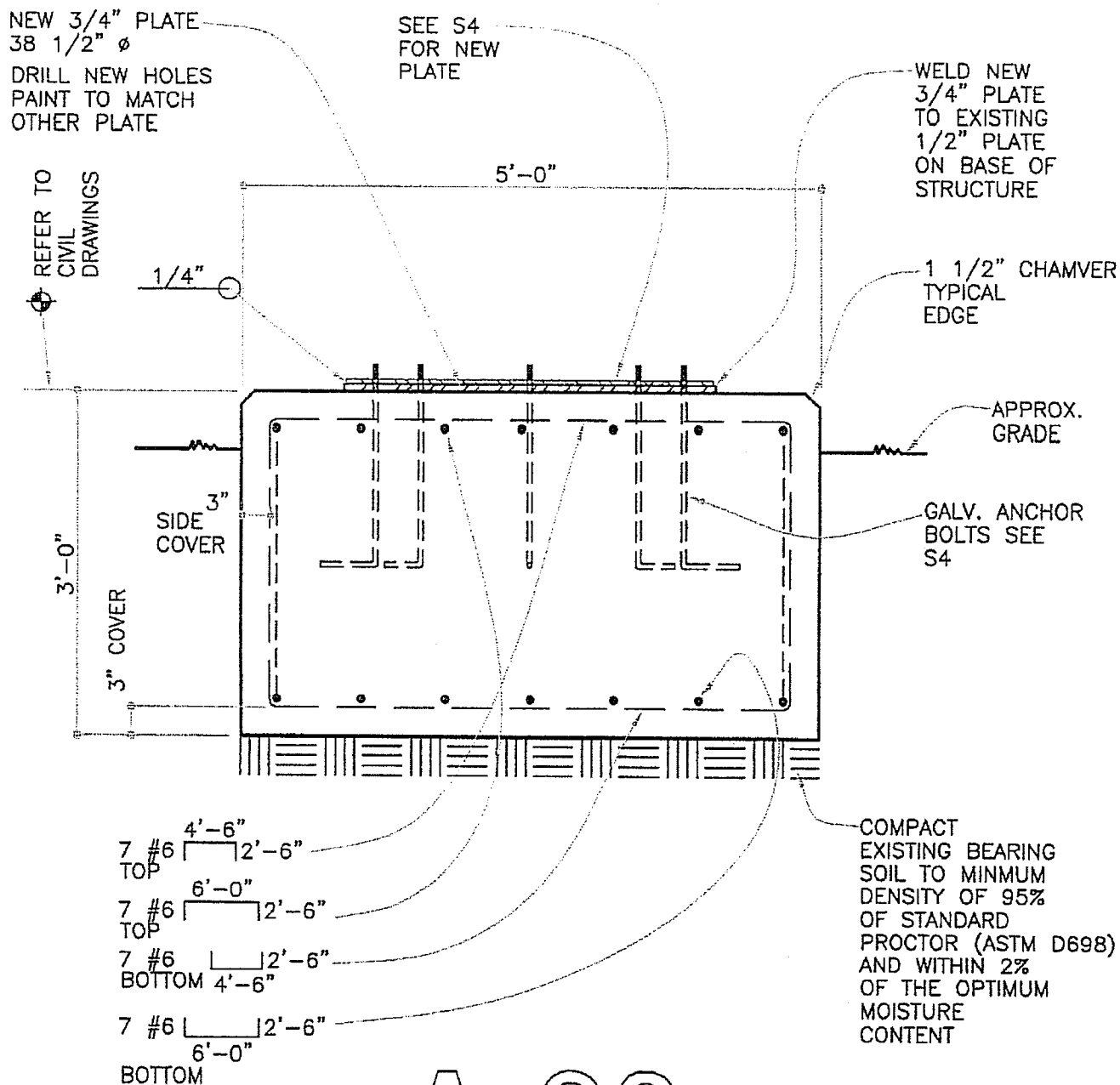
WILKERSON & SANDERS, INC.
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314 PALOMA ST.
CORPUS CHRISTI, TEXAS 78412
361-853-2071
FAX 361-853-3274
FIRM REG. #F-4769



S2
1-18-13 OF 5

ROCKPORT GLORY ART PROJECT

1-18-13



A-S3

SCALE: 3/4"=1'-0"

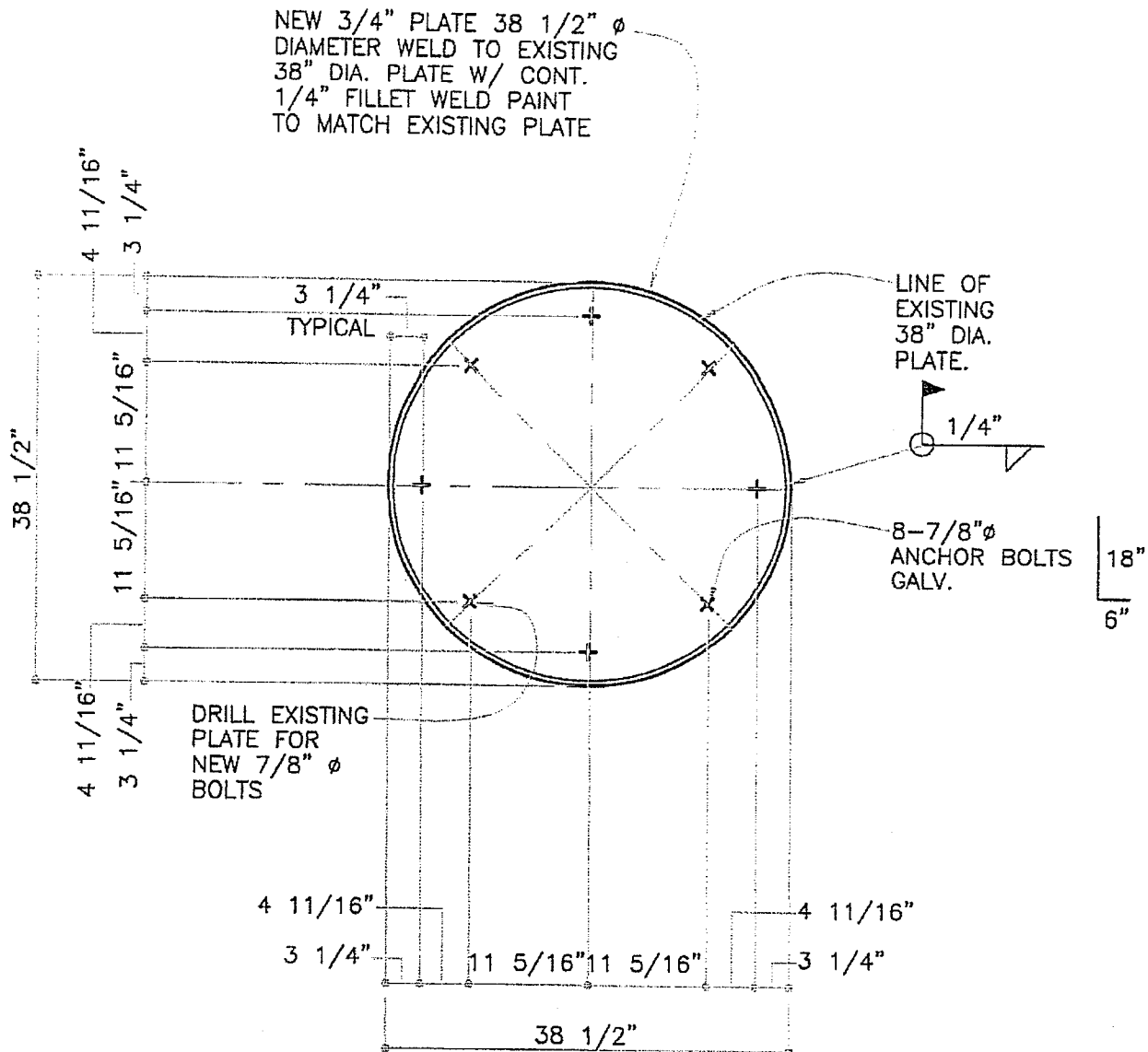
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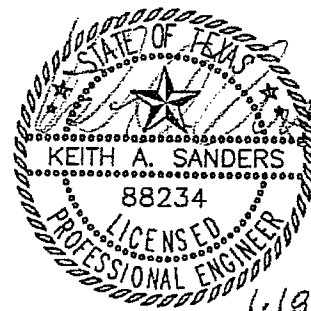
S3

1-18-13 OF 5



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S4

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ADD ALTERNATE NO. 1

ALL REINFORCING SHALL BE EPOXY COATED IN ACCORDANCE WITH ASTM A775-81. COATED TIE WIRE SHALL BE USED. A PLASTIC EPOXY OR NYLON COATING IS ACCEPTABLE. ALL DAMAGED OR CUT REBAR SHALL BE FIELD REPAIRED WITH TOUCH UP MATERIAL FURNISHED BY THE EPOXY COATING MANUFACTURER.

ADD ALTERNATE NO. 2

DCI ADMIXTURE:

1. MATERIALS:

- a. CORROSION INHIBITOR SHALL BE DCE OR DCI-S AT A MINIMUM DOSAGE RATE OF A GALLONS PER YARD.
- b. WATER REDUCER SHALL BE EITHER HIGH RANGE WATER REDUCER (DARACEM 100 OR DARACEM 19) OR A MID RANGE WATER REDUCER (DARACEM 65)
- c. AIR ENTRAINER SHALL BE ASTM C260 AIR ENTRAINER.
- d. FLY ASH SHALL BE USED AT 20% REPLACEMENT BY WEIGHT OF CEMENT.

2. MIX:

- a. MAXIMUM WATER/CEMENT RATIO SHALL NOT EXCEED 0.40.
- b. MIX WATER SHALL TAKE INTO ACCOUNT OF THE WATER IN A 30% SOLUTION OR DCI AT A REDUCTION OF 7 POUNDS OF WATER PER GALLON OF DCI.

3. PLACEMENT:

- a. SLUMP SHALL BE 6-8 INCHES.
- b. CONCRETE SHALL BE PLACED WITHIN 90 MINUTES OF BATCH TIME.

W+S

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S5
1-18-13 OF 5

Meets and Bounds Description

EXHIBIT "B"

BEING THE DESCRIPTION OF A 0.154 ACRE TRACT OF LAND OUT OF A TRIANGULAR SHAPED TRACT OF HIGHWAY R.O.W. LYING BETWEEN TEXAS STATE HIGHWAY 35 BUSINESS AND BROADWAY, T.T. WILLIAMSON SURVEY, A-221, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, WITH SAID 0.154 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a point in the Northwesternly R.O.W. line of Broadway, with coordinates of $N(Y) = 13202275.764$, $E(Y) = 2600092.032$, and being the **NORTHEAST** corner and **PLACE OF BEGINNING** of this description;

THENCE, South $37^{\circ}45'25''$ West, along and with the Northwesternly R.O.W. line of Broadway, a distance of 91.0 feet to a point for the **SOUTHEAST** corner of this description;

THENCE, North $64^{\circ}31'11''$ West, crossing said triangular tract, a distance of 59.07 feet to a point in the Northeasterly R.O.W. line of Texas State Highway 35 Business, and being the **SOUTHWEST** corner of this description;

THENCE, North $17^{\circ}06'57''$ East, along and with the Northeasterly R.O.W. line of said Texas State Highway 35 Business, a distance of 89.87 feet to a point for the **NORTHWEST** corner of this description;

THENCE, South $64^{\circ}31'11''$ East, crossing said triangular tract of land, a distance of 91.49 feet to the **PLACE OF BEGINNING** of this description and containing **0.154 acres or 6694 square feet** of land more or less.

Bearings and Coordinates based on NAD 83, Texas State Plane - South Central Zone.

130327FN1





AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of the Amendment to Multiple Use Agreement with the Texas Department of Transportation for the placement of a public art structure to be known as "Rockport Glory II" to be located on the highway right of way near the intersection of Business State Highway 35 and Broadway.

SUMMARY:

Staff recommends approval of an Amendment to the existing Multiple Use Agreement (MUA) with the Texas Department of Transportation (TxDOT) to allow for the placement of a new public art sculpture, "*Rockport Glory II*," within the highway right-of-way near the intersection of Business State Highway 35 and Broadway.

BACKGROUND:

The original MUA with TxDOT was approved in 2013 to accommodate the original "*Rockport Glory*" sculpture at this location. Although the new sculpture will be owned, maintained, and insured by the Rockport Center for the Arts (RCA), TxDOT policy requires that only governmental entities hold access rights within their right-of-way areas.

TxDOT has reviewed the City's updated agreement with RCA and has agreed to allow the installation of "*Rockport Glory II*," with the City of Rockport serving as the responsible party under this amended MUA.

FUNDING SOURCE:

Rockport Center for the Arts

FUNDING IMPACT:

Staff time only.

STAFF RECOMMENDATION:

Staff recommends the approval of the Amendment to Multiple Use Agreement with the Texas Department of Transportation for the placement of a public art structure to be known as "Rockport Glory II" to be located on the highway right of way near the intersection of Business State Highway 35 and Broadway.

STRATEGIC INITIATIVES:

ATTACHMENTS:

1. Amendment to MUA
2. Original MOU with TxDOT

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



AMENDMENT TO MULTIPLE USE AGREEMENT

Form 2722
(11/18)
Page 1 of 2

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, on the May 13, 2025, the Texas Department of Transportation, the "State", and the City of City of Rockport, the "City", entered into a Multiple Use Agreement to allow the City use of state highway right of way; and

WHEREAS, the State, under the aforementioned Agreement, authorized the City the use of right of way on Bus SH 35 Control Section No. 0181 for the purpose of a install art structure "Rockport Glory II"; and

WHEREAS, the City desires to maintain "Rockport Glory II" in the right way not authorized under the Multiple Use Agreement; and

WHEREAS, the City and the State agree to amend the existing Multiple Use Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY of Rockport, Texas

By:

City Manager

Printed Name

Date:



MULTIPLE USE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
CITY OF ROCKPORT, hereinafter called ROCKPORT,
party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 6TH day of NOVEMBER, 2012, the governing body for the ROCKPORT, entered into Resolution/Ordinance No. 2012-21 hereinafter identified by reference, authorizing the ROCKPORT's participation in this agreement with the State; and

WHEREAS, the ROCKPORT has requested the State to permit the construction, maintenance and operation of a public ART STRUCTURE "ROCKPORT GLORY" on the highway right of way, (ROADWAY) 0180 CONTROL SECTION NO. 04.
(General description of area) L7 SH 35
BU

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the ROCKPORT will enter into agreements with the State for the purpose of determining the respective responsibilities of the ROCKPORT and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

ROCKPORT will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the ART STRUCTURE shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the ROCKPORT and found not to comply with ADA or TAS shall be corrected at the entire expense of the ROCKPORT.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the ROCKPORT. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The ROCKPORT shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The ROCKPORT shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the ROCKPORT's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The ROCKPORT shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The ROCKPORT shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the ROCKPORT. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the ROCKPORT shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the ROCKPORT to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The ROCKPORT shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The ROCKPORT shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the ROCKPORT, its agents, or employees authorized under this agreement. The ROCKPORT further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the ROCKPORT. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The ROCKPORT, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the ROCKPORT's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The ROCKPORT shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The ROCKPORT, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the ROCKPORT shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The ROCKPORT must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the ROCKPORT if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

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

23. COMPLIANCE OF THE LAW

The ROCKPORT shall comply with all federal, state, and local law, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

24. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)

CITY OF ROCKPORT
ATTN: MAYOR C.J.WAX

622 E. MARKET ST.

ROCKPORT, TX 78382

25. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

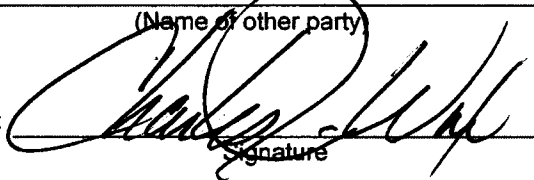
CITY OF ROCKPORT

on the 3rd day of April, 20 13, and the
State on the 26th day of April, 20 13.

CITY OF ROCKPORT

(Name of other party)

By:


Signature

CHARLES J. WAX

Printed Name

MAYOR

Title

Agency

361-729-2213

Contact Office and Telephone No.

STATE OF TEXAS

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

By:

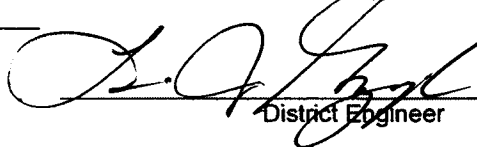
Carolyn Dill, P.E.
for Director, Maintenance Division

F. Howard Holland, P.E.

Printed Name

4/26/2013
Date

APPROVAL RECOMMENDED:


District Engineer

Lonnie J. GREGORCZYK
Printed Name

4-15-13
Date



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0133 City of Rockport List Station Portable Generators Project.

SUMMARY:

Staff recommends approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0133 City of Rockport List Station Portable Generators Project.

BACKGROUND:

This project provides funding for two portable generators and automatic transfer switches for wastewater lift station sites three through ten, ensuring power continuity at critical infrastructure locations.

As a requirement of the grant administered through the Texas Department of Emergency Management (TDEM), the City must formally approve an agreement with the selected grant administrator. This administrator was chosen through a competitive Request for Proposal (RFP) process.

The grant covers 100% of the administrative management costs associated with this agreement. No matching funds are required from the City for this portion of the project.

FUNDING SOURCE:

TDEM - HMGP

FUNDING IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0133 City of Rockport List Station Portable Generators Project.

STRATEGIC INITIATIVES:

CIP

ATTACHMENTS:

1. Langford Scope 2 Contract Rockport Lift Station Portable Generators 4485-0133
2. Fully Executed DR4485-0133_Sub-Grant Award Letter_LS Portable Generators Signed 250102

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



The Honorable Tim Jayroe
Mayor
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

RE: Contractual Agreement for Administrative Management Services for Hazard Mitigation Grant Program (HMGP) DR-4485-0133 City of Rockport Lift Station Portable Generators Project

Mayor Jayroe,

Insofar as Langford Community Management Services (LCMS) was selected by the City of Rockport (in the same solicitation as the application preparation scope of work) to administer/manage the City's recently awarded grant project from the Texas Department of Emergency Management (TDEM), I am pleased to submit this Scope 2 contractual document to the City.

Scope of Services

Langford Community Management Services will administer the grant funds in accordance with the HMGP guidelines, in cooperation with TDEM, and in compliance with all applicable state and federal statutes, terms, and conditions as per the attached list.

Billed at a cost of \$125 (one hundred twenty-five dollars) an hour for grant and project management services and not to exceed the amount of \$23,802.95 (twenty-three thousand eight hundred two dollars and ninety-five cents) will be paid to Langford Community Management Services for performing the activities listed below:

Project start-up – Process Notice of Award Letter to final execution and execute professional services contracts through signature and submission into the TDEM Grant Management System, attend kick-off meeting, and establish project files.

Recordkeeping – LCMS will prepare a filing system for the grant at the LCMS office and in cloud storage. This dual set filing system allows for protection of the files and accessibility of files for the City of Rockport during the project. The preparation of all start-up documentation including direct deposit and signatory forms will also be prepared for signature and then submission to the agency.

Requests for Reimbursements / Financial Management – Vouchers with accompanying documentation and spreadsheets are required by TDEM for the processing of pay requests. LCMS will review the pay requests and prepare the documentation on required TDEM/FEMA

forms and submit to the City for signatures. Once signed, the vouchers will be submitted to agency for payment. LCMS will track reimbursement requests and payments for documentation for the files and for payment.

Design Phase / Bid(s) / Construction Compliance – LCMS will oversee through progress meetings, conferences with the City, engineers, and/or TDEM to assure all bidding is completed meeting all required agency rules and regulations, as well as all Local, State and Federal laws. LCMS will work with construction companies, engineers, the City, and TDEM to comply with all agency requirements for construction. LCMS will also ensure compliance with the Excluded Parties list System that shows that any chosen contractor is not currently on the federally excluded (debarred) list. LCMS will assist in the preparation of force account documentation of in-house labor and equipment.

Quarterly Reporting – LCMS will prepare and submit all required quarterly reports for the project including any necessary supporting documentation for the report.

Close-out / Completion – LCMS will prepare final documentation for City review and approval and submission to TDEM.

LCMS includes all budget modifications, project modifications, extensions, and contract modifications as part of the course of the administration of the project and does not charge additional fees to accomplish these activities. Travel and overhead are not charged separately. This administration contract is for the term of the HMGP contract including all time extensions if necessary.

Additional Services

The City of Rockport and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the normal day-to-day administration of this grant.

Special Provisions

1. Langford Community Management Services will work with the Director of Public Works and the Public Works Administrative Supervisor as the primary contacts and local liaisons.
2. This contract may be terminated by either party upon written notice to the other party at least thirty days prior to the effective termination date and upon payment of any and all fees due for work completed.

PAYMENTS TO Langford Community Management Services:

Progress Invoices will be submitted monthly/bimonthly to the City. The City shall pay for professional services performed within this AGREEMENT of Scope 2 activities in proportion to services performed during the period. Invoice payments will be made with Net 30-day terms.

If you are in agreement with the terms of this contract, please sign below and return the signed copy to me.

Sincerely,



Judy Langford
President

Accepted and agreed to on the ____ day of _____, 2025, by:

Signed: _____

Tim Jayroe
Mayor

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted	
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	construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
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>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135. F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

	13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
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None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in	Texas Government Code 2252.152

	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name:

Langford Community Management Services

Address, City, State, and Zip Code:

9017 W. Hwy 29, Suite 206, Liberty Hill, TX 78642

Phone Number:

(512) 452-0432

Printed Name and Title of Authorized Representative:

Judy Langford, President

Signature of Authorized Representative:

Date:





November 22, 2024

The Honorable Tim Jayroe
Mayor
City of Rockport
2751 SH 35 Bypass
Rockport, TX, 78382

Subject: Sub-Grant Award

Dear Mayor Jayroe:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP) DR-4485, Texas Covid-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: D33QE53A2V54
TINS Number: 74-6002000
FIPS Number: 007-62804-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0133
Project Title: City of Rockport Lift Station Portable Generators
Period of Performance (POP): November 12, 2024 to May 4, 2027

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	10/08/2024	\$496,059.00	90%	\$446,453.10	10%	\$49,605.90

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up

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to 5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	10/08/2024	\$24,802.95	100%	\$24,802.95	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The Subrecipient proposes to purchase and deliver a new diesel-powered mobile generator with an automatic transfer switch, at Lift Station Sites one and two. In addition, the purchase of a new diesel-powered portable generator, also with an automatic transfer switch, for sites three through ten to power critical wastewater lift stations throughout the city. The two new portable generators will be utilized to provide temporary power to the ten critical wastewater lift stations to ensure sewer services are maintained during long term power outage situations. The ten sites serviced by the portable generators will include a quick connection and manual transfer switch with camlock receptacles for connecting to the generator. The project also proposes to install docking stations at each of the ten lift station sites so that the two mobile generators can be quickly connected to provide temporary power.

When not in use, the two new mobile generators will be stored at the City of Rockport Public Works Department, located at 2751 TX-35 Business, Rockport Texas, 78382 (28.039170, -97.080525). The portable generators will be used to power the following lift station sites:

Portable Generators and docking locations that have been approved as components in this project's SOW are listed below.

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Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Gagon Lift Station	402 E. Laurel St., Rockport Texas	200 kW	Portable	28.028345,	-97.056845
First Street Lift Station	601 E. First St., Rockport Texas	200 kW	Portable	28.009350	-97.061475
Magnolia Lift Station	508 S. Magnolia St., Rockport Texas	48 kW	Portable	28.020463	-97.052526
Nassau Lift Station	52 Nassau Dr., Rockport Texas	48 kW	Portable	28.044658	-97.029795
Little Bay Lift Station	1800 Glass Ave., Rockport Texas	48 kW	Portable	28.041160	-97.041950
CC #1 Lift Station	3210 Traylor Blvd., Rockport Texas	48 kW	Portable	28.055280	-97.049395
FM 3036 Lift Station	1422 FM 3036, Rockport Texas	48 kW	Portable	28.061380	-97.050470
Chapparal Lift Station	2411 Chaparral St., Rockport Texas	48 kW	Portable	28.066805	-97.060817
FM 1781 Lift Station	3061 FM 1781, Rockport Texas	48 kW	Portable	28.070770	-97.075030
Austin St. Lift Station	1002 E. Maple, Rockport Texas	48 kW	Portable	28.038255	-97.050520

The Subrecipient has been granted an Extraordinary Circumstances exception under the provisions of Title 44 of the Code of Federal Regulations (C.F.R.) § 201.6. This award is contingent upon the Subrecipient submittal and FEMA approval of the mitigation plan within 12 months of email transmission of this letter. If the Subrecipient does not satisfy this requirement within one year, the approved project will be terminated by FEMA and any costs incurred after notice of termination will not be reimbursed. The Texas Division of Emergency Management (Recipient) must agree to monitor the plan update process to ensure the plan stays on course for completion. If the plan is not approved within this timeframe, all remaining funds will be returned to FEMA.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA)

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requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

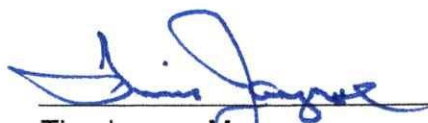
The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Yolanda Cardona, at yolanda.cardona@tdem.texas.gov.

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Tim Jayroe, Mayor

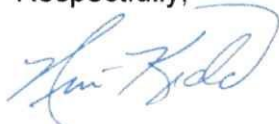
11/2/2025

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Yolanda Cardona, at 956-414-9167 or yolanda.cardona@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendation Report

Copy: Kimberly Henry, Asst. to City Manager
khenry@cityofrockport.com

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: May 13, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0134 City of Rockport Fire Station and TX-188 Pump Station Generators Project.

SUMMARY:

Staff recommends the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0134 City of Rockport Fire Station and TX-188 Pump Station Generators Project.

BACKGROUND:

This project provides generators at the Rockport Volunteer Fire Department and at the Water Pump Station located at 1130 TX-188.

As a requirement of the grant administered through the Texas Department of Emergency Management (TDEM), the City must formally approve an agreement with the selected grant administrator. This administrator was chosen through a competitive Request for Proposal (RFP) process.

The grant covers 100% of the administrative management costs associated with this agreement. No matching funds are required from the City for this portion of the project.

FUNDING SOURCE:

TDEM-HMPG

FUNDING IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the approval of the Contractual Agreement for Administrative Management Services with Langford Community Management Services for the Hazard Mitigation Grant Program (HMGP) DR-4485-0134 City of Rockport Fire Station and TX-188 Pump Station Generators Project.

STRATEGIC INITIATIVES:

CIP

ATTACHMENTS:

1. Langford Scope 2 Contract Rockport Fire Station & Pump Station Generators 4485-0134
2. Fully Executed DR4485-0134_Sub-Grant Award Letter_Fire Station & TX-188 Pump Station Generators Revised 240829

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: May 06, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



The Honorable Tim Jayroe
Mayor
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382

RE: Contractual Agreement for Administrative Management Services for Hazard Mitigation Grant Program (HMGP) DR-4485-0134 City of Rockport Fire Station & TX-188 Pump Station Generators Project

Mayor Jayroe,

Insofar as Langford Community Management Services (LCMS) was selected by the City of Rockport (in the same solicitation as the application preparation scope of work) to administer/manage the City's recently awarded grant project from the Texas Department of Emergency Management (TDEM), I am pleased to submit this Scope 2 contractual document to the City.

Scope of Services

Langford Community Management Services will administer the grant funds in accordance with the HMGP guidelines, in cooperation with TDEM, and in compliance with all applicable state and federal statutes, terms, and conditions as per the attached list.

Billed at a cost of \$125 (one hundred twenty-five dollars) an hour for grant and project management services and not to exceed the amount of \$14,000.00 (fourteen thousand dollars) will be paid to Langford Community Management Services for performing the activities listed below:

Project start-up – Process Notice of Award Letter to final execution and execute professional services contracts through signature and submission into the TDEM Grant Management System, attend kick-off meeting, and establish project files.

Recordkeeping – LCMS will prepare a filing system for the grant at the LCMS office and in cloud storage. This dual set filing system allows for protection of the files and accessibility of files for the City of Rockport during the project. The preparation of all start-up documentation including direct deposit and signatory forms will also be prepared for signature and then submission to the agency.

Requests for Reimbursements / Financial Management – Vouchers with accompanying documentation and spreadsheets are required by TDEM for the processing of pay requests. LCMS will review the pay requests and prepare the documentation on required TDEM/FEMA

forms and submit to the City for signatures. Once signed, the vouchers will be submitted to agency for payment. LCMS will track reimbursement requests and payments for documentation for the files and for payment.

Design Phase / Bid(s) / Construction Compliance – LCMS will oversee through progress meetings, conferences with the City, engineers, and/or TDEM to assure all bidding is completed meeting all required agency rules and regulations, as well as all Local, State and Federal laws. LCMS will work with construction companies, engineers, the City, and TDEM to comply with all agency requirements for construction. LCMS will also ensure compliance with the Excluded Parties list System that shows that any chosen contractor is not currently on the federally excluded (debarred) list. LCMS will assist in the preparation of force account documentation of in-house labor and equipment.

Quarterly Reporting – LCMS will prepare and submit all required quarterly reports for the project including any necessary supporting documentation for the report.

Close-out / Completion – LCMS will prepare final documentation for City review and approval and submission to TDEM.

LCMS includes all budget modifications, project modifications, extensions, and contract modifications as part of the course of the administration of the project and does not charge additional fees to accomplish these activities. Travel and overhead are not charged separately. This administration contract is for the term of the HMGP contract including all time extensions if necessary.

Additional Services

The City of Rockport and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the normal day-to-day administration of this grant.

Special Provisions

1. Langford Community Management Services will work with the Director of Public Works and the Public Works Administrative Supervisor as the primary contacts and local liaisons.
2. This contract may be terminated by either party upon written notice to the other party at least thirty days prior to the effective termination date and upon payment of any and all fees due for work completed.

PAYMENTS TO Langford Community Management Services:

Progress Invoices will be submitted monthly/bimonthly to the City. The City shall pay for professional services performed within this AGREEMENT of Scope 2 activities in proportion to services performed during the period. Invoice payments will be made with Net 30-day terms.

If you are in agreement with the terms of this contract, please sign below and return the signed copy to me.

Sincerely,



Judy Langford
President

Accepted and agreed to on the ____ day of _____, 2025, by:

Signed: _____

Tim Jayroe
Mayor

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of November 14, 2023.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted	
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	construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
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>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations	2 CFR 200 APPENDIX II (G)

	issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135. F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

	13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
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None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in	Texas Government Code 2252.152

	Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractors Name:

Langford Community Management Services

Address, City, State, and Zip Code:

9017 W. Hwy 29, Suite 206, Liberty Hill, TX 78642

Phone Number:

(512) 452-0432

Printed Name and Title of Authorized Representative:

Judy Langford, President

Signature of Authorized Representative:

Date:





August 29, 2024

The Honorable Tim Jayroe
Mayor, City of Rockport
2751 SH 35 Bypass
Rockport, TX, 78382

Subject: Sub-Grant Award

Dear Mayor Jayroe:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4485, Texas COVID-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: D33QE53A2V54
TINS Number: 74-6002000
FIPS Number: 007-62804-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0134
Project Title: City of Rockport Fire Station & TX-188 Pump Station Generators
Period of Performance (POP): August 2, 2024 to January 22, 2027.

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	8/2/2024	\$213,853.00	90%	\$192,467.70	10%	\$21,385.30

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

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will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	8/2/2024	\$10,692.65	100%	\$10,692.65	0%	\$0

The approved Scope of Work (SOW) follows, and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

Utilizing HMGP funding, the City of Rockport proposes to replace generators at two City of Rockport locations. The proposed improvements include new automatic transfer switches, diesel powered fixed emergency generators, and other associated appurtenances. The existing generators will be removed, and the new generators will be installed in place, requiring minimal setup. This will ensure that the City of Rockport Water Pump Station and Volunteer Fire Department remain operational in a power outage situation.

Generators that have been approved as components in this project's SOW are listed below.

Generator Site Name	Generator Street Address	Generator Size	Portable/ Permanent	Latitude	Longitude
Water Pump	1130 TX-188 Rockport, Texas 78382	125kW	Permanent	27.967750	-97.122990
City of Rockport Volunteer Fire Department	221 Gagon Street, Rockport, TX	150kW	Permanent	28.025018	-97.056100

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX N18. FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA)

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requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90 days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated with the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter and the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Yolanda Cardona at yolanda.cardona@tdem.texas.gov.

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Tim Jayroe, Mayor

12/4/2024
Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Yolanda Cardona, at 956-414-9167 or yolanda.cardona@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations
Technical Recommendations

Copy: Candace Brannan, Administrative Assistant - Public Works
publicworks6@cityofrockport.com
Kimberly Henry, Assistant to City Manager
khenry@cityofrockport.com

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AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Discuss the appointment, evaluation, reassignment, duties, or dismissal of a public officer, specifically the City of Rockport appointment to the Aransas County Appraisal District ⁽³⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Discussion of the sale of the Gas Company ⁽¹⁾ ⁽²⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: May 13, 2025

CATEGORY: Presentation

CAPTION:

Discussion on Navigation District and Drainage Project ⁽¹⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: May 08, 2025

Vanessa Shrauner, City Manager

Date: May 09, 2025