



City of Rockport

CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, AUGUST 12, 2025 - 5:00 PM
CITY OF ROCKPORT-CITY HALL
212 N. LIVE OAK
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 Rockport City Council will hold a Regular Meeting on Tuesday, August 12, 2025, at 5:00 PM. The meeting will be held in person in the Council Chambers in City Hall, 212 N. Live Oak, Rockport, Texas 78382. The live stream link to view the meeting is <https://rockporttx.portal.civicclerk.com/>.

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

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

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

Sign up in person.

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

Rules for Citizen Participation.

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

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

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

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

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZENS TO BE HEARD

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

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Presentation of Tenure Tuesday (Vanessa Shrauner, City Manager)

V. CONSENT

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

2. Consider the approval of the July 22, 2025, City Council Regular Meeting Minutes (Shelley Goodwin, City Secretary)
3. Consider the approval of Resolution 2025-26R Authorizing the Rockport Police Department to apply for an operate an Operation Lone Star Grant Program (OLS) (Nathan Anderson, Police Chief)
4. Consider the approval of Resolution 2025-28R authorizing the publication of delinquent taxpayers' names. (Robbie Sorrell, Finance Director)
5. Consider the approval of Resolution 2025-30R designating authorized signatories for contractual documents for requesting funds pertaining to the Community Development Block Grant – Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract Number 24-065-166-F081. (Kimberly Henry, Assistant to the City Manager)
6. Consider the approval of Resolution 2025 -31R by the City Council of the City of Rockport providing for the required Civil Rights documents as they relate to the Community Development Block Grant – Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract Number 24-065-166-F081 (Kimberly Henry, Assistant to the City Manager)

VI. BUDGET AND TAX RATE ITEMS

7. Consider the approval of Ordinance 1983 on the only reading amending Ordinance No. 1948 which amended 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. (Diane Pedersen, Financial Management Analyst)
8. In accordance with the City of Rockport Charter present the FY 2025-2026 proposed Budget by the City Manager (Robbie Sorrell, Finance Director)
9. Proposed FY2025 Tax Rate and FY2025-2026 Budget:

- i. Take a record vote on the FY2025 proposed voter-approved tax rate of \$.446530/\$100. The rate breakdown is \$.231403/\$100 for Maintenance & Operations (M&O) and \$.215127/\$100 for Interest & Sinking (I&S).
- ii. Set the date for the required public hearing on the FY 2025-2026 Budget and the FY2025 Tax Rate (proposed date August 26, 2025) (Robbie Sorrell, Finance Director)

VII. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

10. Request for a Conditional Use Permit (CUP) for a RV Resort and Tiny Home Community on property located at 345 SH 35 Bypass, otherwise known as Lots 10, 13, and 14. The Palms Subdivision is currently zoned R-1 (1st Single Family Dwelling District).
 - i. Staff Presentation
 - ii. Public Hearing to receive comments for or against the request
 - iii. Consider the approval on first or two readings on Ordinance 1985 granting a Conditional Use Permit for the purpose of a Recreational Vehicle (RV) Resort and Tiny Home Community on property located at 345 SH 35 Bypass, otherwise known as Lots 10, 13, and 14, 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. (Robert Decker, Chief Building Official)
11. Consider the approval on the second and final readings of Ordinance No.1981 updating impact fees by amending Chapter 22, "Utilities," Section 22-400 through Section 22-422 of the City of Rockport Code of Ordinances; adopting revised Land Use Assumptions and Capital Improvements Plans for Water and Wastewater Impact Fees; establishing new service areas for Water and Wastewater Impact Fees; establishing new maximum Impact Fees per service unit and Impact Fees to be collected; creating schedules for the assessment and collection of Impact Fees; repealing conflicting Ordinances and Resolutions; providing for a severability clause; providing for a penalty not to exceed \$2,000 for each violation thereof; and providing an effective date (Vanessa Shrauner, City Manager)
12. Consider the approval of Resolution 2025-27R accepting a donation from the Rockport Center for the Arts of a 50-foot Flagpole with solar lighting and five (5) US Flags; authorizing the placement and future maintenance of this Flagpole and any future Flags, authorizing the Mayor to execute a Multiple Use Agreement with the Texas Department of Transportation for use of Highway Right-of-Way for placement of the flagpole; and finding and determining that the meeting at which this Resolution is passed is open to the public as requirement by law. (Kimberly Henry, Assistant to the City Manager)
13. Consider the approval of Resolution 2025-29R defining how appointees to the Aransas County Appraisal District are made (Vanessa Shrauner, City Manager)
14. Consider the approval of Resolution 2025-33R authorizing the approval of an asset purchase and sales agreement between the City of Rockport and the City of Corpus Christi for the purchase of the City of Rockport Natural Gas Utility System. (Robbie Sorrell, Finance Director)
15. Consider the approval of the first of two readings of Ordinance 1986 of the City Council of the City of Rockport granting to the City of Corpus Christi, Texas, its successors and assigns, for a period of twenty (20) years the right, privilege and franchise to operate a gas distribution system, and providing regulations for the conduct of said gas distribution system (Vanessa Shrauner, City Manager)

16. Consider the approval of Resolution 2025-32R authorizing the redemption of all of the outstanding City of Rockport, Texas Certificates of Obligation, Series 2014 (dated June 15, 2014), and a portion of the outstanding City of Rockport, Texas Equipment Lease/Purchase Agreement (dated as of August 8, 2017) (Robbie Sorrell, Finance Director)

VIII. OTHER ACTION ITEMS AND UPDATES

17. Review and consider annual contract renewal of collection and tax calculation services by the Aransas County Tax Assessor-Collector for the calendar year September 1, 2025, through August 31, 2026. (Robbie Sorrell, Finance Director)

IX. CITY MANAGER'S UPDATE

X. 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.

XI. 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.

18. Discussion on the sale of the Rockport Gas Company ⁽¹⁾ (Vanessa Shrauner, City Manager)

XII. 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.

XIII. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 12:20 p.m. on August 8, 2025, on the bulletin board of the City Hall, 212 N. Live Oak and Rockport Service Center, 2751 S. H. 35 Bypass, Rockport, Texas 79382.



Shelley Goodwin, TRMC/MMC
City Secretary



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: August 12, 2025

CATEGORY: Presentation

CAPTION:

Presentation of Tenure Tuesday

SUMMARY:

August City employees who have received tenure are:

- Jacob Blue - Public Works / WW - 10 years
- Nathan Anderson - Police Department - 5 years

BACKGROUND:

Announcing a tenure is a way to recognize the following:

1. Recognizing Dedication and Loyalty
2. Building a Positive Work Culture
3. Encouraging Employee Retention
4. Celebrating Rockport's Knowledge
5. Promoting Transparency
6. Enhancing Reputation of the Rockport Team

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

To acknowledge employees with Tenure

STRATEGIC INITIATIVES:

Customer ServicePresentation

ATTACHMENTS:

None

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: August 01, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025



**CITY OF ROCKPORT
CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JULY 22, 2025 ~ 5:00 P.M.
ROCKPORT CITY HALL
212 N. LIVE OAK
ROCKPORT, TEXAS 78382**

City Councilmembers Present:

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

City Councilmembers Absent:

None

City Staff Present:

Vanessa Shrauner, City Manager
Art Rodriguez, City Attorney (attended by Zoom)
Nathan Anderson, Police Chief
Ryan Picarazzi, Public Works Director
Robbie Sorrell, Director of Finance
Nannette Eiland, Tourism Manager
Carey Dietrich, Community Development Director
Kimberly Henry, Assistant to the City Manager
Bob Argtsinger, Director of IT
Shelley Goodwin, City Secretary

I. CALL TO ORDER AND ROLL CALL

Mayor Jayroe called July 22, 2025, Regular Meeting to order at 5:00 p.m. and announced that a quorum had been met.

II. PLEDGE OF ALLEGIANCE

Mayor Jayroe led the Pledge of Allegiance

III. CITIZENS TO BE HEARD

No one signed up to speak.

IV. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

1. Presentation of Lifeguard Rescue Award to Sammy Lopez

Mayor Jayroe presented Samuel Lopez with the Lifeguard Rescue Award.

Joe Riekers, Assistant Parks Director, reviewed the video of Samuel's rescue.

V. CONSENT

- 2. Consider the approval of the City Council Minutes for the following City Council Meetings:**
 - i. June 24, 2025 Joint Special Meeting**
 - ii. July 8, 2025 Regular Meeting**
 - iii. July 10, 2025 Workshop**
- 3. Consider the approval of Rockport Center for the Arts Third Quarter Financial Report for Hotel Occupancy Tax (HOT)**
- 4. Consider the approval of Rockport Conference Center (The ROCC) Third Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 5. Consider the approval of Rockport Little Theater Third Quarter Financial Report for Hotel Occupancy Tax (HOT)**
- 6. Consider the approval of Friends of Fulton Mansion Third Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 7. Consider the approval of Rockport Cultural Arts District Smithsonian Museum on Main Street Crossroads Exhibit Third Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 8. Consider the approval of the Rockport Cultural Arts District Mural Fest Third Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 9. Consider the approval of Rockport Cultural Arts District (RCAD) Heritage Programs Third Quarter of Financial Report for Hotel Occupancy Tax (HOT)**
- 10. Consider the approval of the Third Quarter Financial Report for the Texas Maritime Museum operation Hotel Occupancy Tax (HOT)**
- 11. Consider the approval of the Texas Maritime Wine Fest Third Quarter Financial Report of the Hotel Occupancy Tax (HOT)**

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangel to approve the Consent Agenda Items 2 and 11. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (Ward 2) Anderson	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; five (5) for and none (0) against.

VI. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

12. Consider the revision of the Land Use Assumptions and Capital Improvements Plans for Water and Wastewater Impact Fees

- i. Staff presentation**
- ii. Hold a public hearing to receive comments for or against the update**
- iii. Discuss the recommendation from the Planning and Zoning Commission**
- iv. Consider the approval on first of two readings of Ordinance No.1981 updating impact fees by amending Chapter 22, "Utilities," Section 22-400 through Section 22-422 of the City of Rockport Code of Ordinances; adopting revised Land Use Assumptions and Capital Improvements Plans for Water and Wastewater Impact Fees; establishing new service areas for Water and Wastewater Impact Fees; establishing new maximum Impact Fees per service unit and Impact Fees to be collected; creating schedules for the assessment and collection of Impact Fees; repealing conflicting Ordinances and Resolutions; providing for a severability clause; providing for a penalty not to exceed \$2,000 for each violation thereof; and providing an effective date**

Carey Dietrich, Community Development Director, reviewed the recommendation from the Impact Fee Committee recommendation and the history of the review of Chapter 22.

Mayor Jayroe opened the public hearing at 7:04 p.m. and asked if anyone wished to speak. No one wished to speak, so Mayor Jayroe closed the public hearing at 7:05 p.m.

The City Council discussed the following:

- Holding an Impact Fee review every five years
- State the law and the maxi fee
- Rates built into CIP plan and rate set for them incorporate (reimbursement to city)
- Credit part of Chapter 295
- Impact of a lesser rate
- Impact Fee collected or based on at plat date
- Existing customers will not be affected
- Impact on developers
- Future studies depths should be discussed by City Council
- Thanked all involved

Motion: Upon a motion made by Councilmember Brundrett and a second by Mayor Pro Tem Hattman to approve Ordinance No.1981 updating impact fees at 100% by amending Chapter 22, "Utilities," Section 22-400 through Section 22-422 of the City of Rockport Code of Ordinances; adopting revised Land Use Assumptions and Capital Improvements Plans for Water and Wastewater Impact Fees; establishing new service areas for Water and Wastewater Impact Fees; establishing new maximum Impact Fees per service unit and Impact Fees to be collected; creating schedules for the assessment and collection of Impact Fees; repealing conflicting

Ordinances and Resolutions; providing for a severability clause; providing for a penalty not to exceed \$2,000 for each violation thereof; and providing an effective date. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (ward 2) Anderson	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; five (5) for and none (0) against. The motion passed unanimously.

13. Consider the approval of Resolution 2025-23R approving and adopting an Investment Policy and Strategy for the City of Rockport, Texas, and making various provisions related to the subject

Robbie Sorrell, Finance Director, reviewed the Investment Policy and Strategy and noted this is something that has to be approved every year.

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Anderson to approve Resolution 2025-23R approving and adopting an Investment Policy and Strategy for the City of Rockport, Texas, and making various provisions related to the subject. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (ward 2) Anderson	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; five (5) for and none (0) against. The motion passed unanimously.

14. Consider the approval of Resolution 2025-24R approving a Deed of Gift to the Friends of the History Center for Aransas County for certain items from the 1971 Time Capsule; authorizing the Mayor to execute said Deed of Gift; and establishing an effective date

Shelley Goodwin, City Secretary, reviewed the need for the gift of the documents from the 19741 Time Capsule. She stated the Friends of the History Center for Aransas County can preserve the items at this time.

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangle to approve Resolution 2025-23R approving and adopting an Investment Policy and Strategy for the City of Rockport, Texas, and making various provisions related to the subject. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (ward 2) Anderson	aye

Councilmember (Ward 3) Brundrett aye

Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; five (5) for and none (0) against. The motion passed unanimously.

15. Consider the approval of Resolution 2025-25R supporting the nomination of Councilmember Brad Brundrett for the position of Regional Director to the Texas Municipal League Board of Directors representing Region 11; and providing an effective date

Shelley Goodwin, City Secretary, stated the Resolution is for the support of Councilmember Brundrett for Region 11 TML Board of Directors. TML has asked for a letter of support, bio, and picture of those interested in serving, so instead of a letter the City will send a Resolution of support from the entire Council.

Motion: Upon a motion made by Mayor Pro Tem Hattman and a second by Councilmember Rangle to approve Resolution 2025-25R supporting the nomination of Councilmember Brad Brundrett for the position of Regional Director to the Texas Municipal League Board of Directors representing Region 11; and providing an effective date. The City Council voted on roll:

Mayor Jayroe aye

Councilmember (Ward 1) Rangel aye

Councilmember (ward 2) Anderson aye

Councilmember (Ward 3) Brundrett abstain

Mayor Pro Tem (Ward 4) Hattman aye

The motion to approve passed unanimously; four (4) for, none (0) against, and one (1) abstain (Brundrett). The motion passed.

VII. OTHER ACTION ITEMS AND UPDATES

16. Consider the approval to award a contract to B&J Titus for the removal of Abandoned underground fuel tanks located adjacent to the City Fleet facilities

Robbie Sorrell, Finance Director, stated the insurance has been on the City to remove abandoned underground fuel tanks. This contract is for the removal of the tanks.

The City Council discussed the following:

- Complete for year end
- Thank you for finding funds.
- Damage during Harvey could increase the cost due to testing of the soil

Motion: Upon a motion made by Councilmember Brundrett and a second by Councilmember Rangle to approve the award of a contract to B&J Titus for the removal of abandoned underground fuel tanks located adjacent to the City Fleet facilities. The City Council voted on roll:

Mayor Jayroe	aye
Councilmember (Ward 1) Rangel	aye
Councilmember (ward 2) Anderson	aye
Councilmember (Ward 3) Brundrett	aye
Mayor Pro Tem (Ward 4) Hattman	aye

The motion to approve passed unanimously; five (5) for and none (0) against. The motion passed unanimously.

17. Receive an update on the Settlement with AEP over the AEP Application to amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF) Revenue Requirement

Robbie Sorrell, Finance Director, reviewed the history and announced the settlement was 7.7 million dollars less than they requested.

VIII. CITY MANAGER'S UPDATE

18. Receive the City Manager's Monthly Update

Vanessa Shrauner, City Manager, reviewed the City Manager's Monthly Update and noted that the Update will be posted to the City website on the City Manager's page.

IX. CITY COUNCIL REPORT

Councilmember Rangel reported that she attended the Budget Workshop on July 10th and was given some great information. She stated she also attended the announcement of Rockport being designated as the Redfish Capital of Texas, which was a good turnout.

Councilmember Anderson thanked the Public Works Department for assisting with issues in Ward 2.

Councilmember Brundrett reported he also attended the Budget Workshop on July 10th and received some great numbers. He attended the announcement of Rockport being designated as the Redfish Capital of Texas, which he thanked Representative Hunter and Senator Kolkhorst for making this happen. Thanked Chief Anderson for assisting the Navigation District in getting signs up in Little Bay.

Mayor Pro Tem Hattman reported CVB meeting was recently held, and they will be presenting a budget to the City Council soon. The Board is happy with the work that Nannette Eiland has been doing. She also thanked the Public Works Department for getting the signage up in the Rockport Country Club.

Mayor Jayroe thanked our City Staff for their hard work.

X. ADJOURN

Motion: Upon a motion made by Councilmember Rangel and a second by Councilmember Brundrett adjourn the April 22, 2025, City Council Regular Meeting at 5:49 p.m.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/MMC
City Secretary



AGENDA MEMO

DEPARTMENT: Police

TO: Mayor and City Council

FROM: Nathan Anderson, Police Chief

MEETING DATE: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-26R Authorizing the Rockport Police Department to apply for an operate an Operation Lone Star Grant Program (OLS)

SUMMARY:

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO APPLY FOR AND OPERATE AN OPERATION LONE STAR GRANT PROGRAM (OLS) ADMINISTERED BY THE OFFICE OF THE GOVERNOR, FOR FISCAL YEAR 2026; AND AUTHORIZING THE MAYOR TO ACT AS THE EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THIS GRANT PROGRAM.

BACKGROUND:

The Rockport Police Department has participated in the Border Star grant program for many years. The Border Star grant is no longer available and is now rolled into the Operation Lone Star Grant Program.

FUNDING SOURCE:

This is a 100% reimbursement grant

FUNDING IMPACT:

100% reimbursement

STAFF RECOMMENDATION:

Staff recommends approval of this grant

STRATEGIC INITIATIVES:

The objective of the Operation Lone Star Grant Program (OPSG) is to enhance interagency border security operations supporting Operation Lone Star, including the facilitation of directed actions to deter and interdict criminal activityResolution

ATTACHMENTS:

1. fy2026 Lone Star Resolution

APPROVAL/REVIEW:

Nathan Anderson, Police Chief

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

Shelley Goodwin, City Secretary

Vanessa Shrauner, City Manager

Date: July 24, 2025

Date: August 07, 2025

Date: August 07, 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS, AUTHORIZING THE ROCKPORT POLICE DEPARTMENT TO APPLY FOR AND OPERATE AN OPERATION LONE STAR GRANT PROGRAM (OLS) ADMINISTERED BY THE OFFICE OF THE GOVERNOR, FOR FISCAL YEAR 2026; AND AUTHORIZING THE MAYOR TO ACT AS THE EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THIS GRANT PROGRAM.

WHEREAS, the objective of the Operation Lone Star Grant Program (OPSG) is to enhance interagency border security operations supporting Operation Lone Star, including the facilitation of directed actions to deter and interdict criminal activity; and

WHEREAS, the City of Rockport finds it is in the best interest of our citizens that the City of Rockport participate in the Lone Star Grant Program for FY2026, joining together with local, state, and federal partners, in protecting our community by securing our international borders; and

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

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

Section 1. That an Operation Lone Star Grant Program application is hereby authorized to be filed for funding consideration;

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

PASSED and APPROVED this the ____ day of _____.

CITY OF ROCKPORT, TEXAS

Mayor Lowell T. Jayroe

ATTEST:

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of Resolution 2025-28R authorizing the publication of delinquent taxpayers' names.

SUMMARY:

Consider and Approve Proposed Resolution to Publish Names of Delinquent Taxpayers. Per attached letter to the City Manager, there will be no less than two warning notices published in the local newspapers to give delinquent taxpayers an opportunity to take action to prevent their names from appearing in the "List of Shame". Further, there will be direct mailings to the delinquent taxpayers' informing them of the impending September publishing.

BACKGROUND:

Linebarger collects delinquent taxes and liens on behalf of the City of Rockport. To encourage payment, periodically Linebarger will publish the names of delinquent taxpayers to shame them into paying for the City services they are receiving for free while their neighbor is paying their bill.

FUNDING SOURCE:

Linebarger keeps a percentage of collections so this comes out of the General Fund

FUNDING IMPACT:

Normal part of collection costs

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Agenda Letter City of Rockport 2025
2. resolution-public2025.City of Rockport
3. Mailing Notice 2025
4. Newspaper Notice

APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

A handwritten signature in blue ink, appearing to read 'Robbie Sorrell', written over a horizontal line.

Date: July 21, 2025

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

500 NORTH SHORELINE BLVD., SUITE 1111
CORPUS CHRISTI, TEXAS 78401

(361) 888-6898
FAX: (361) 888-4405

July 17, 2025

Vanessa Shrauner, City Manager
City of Rockport
212 N. Live Oak
Rockport, Texas 78382

RE: Proposal to Publish Delinquent Taxpayers' Names

Dear Ms. Shrauner:

Our law firm is proposing to publish delinquent taxpayers' names in the local newspapers in September, 2025. As in the past, there will be no less than 2 warning notices published in the local newspapers in order to give the taxpayers an opportunity to take action to prevent their names from appearing on the published list. This yearly action results in increased delinquent tax collections for the City of Rockport. Enclosed please find the proposed "Resolution Authorizing the Publication of Names," a sample letter notifying the taxpayer of the publication, and a sample advertisement notifying the public that the publication of names is going to occur. We would ask that this item be placed on the City Council's Agenda for the meeting scheduled for August 12, 2025 as an action item. A suggested wording of this item is as follows: "Consideration and Action on the Proposal to Publish Delinquent Taxpayers' Names."

It is a pleasure to serve the City of Rockport, and do not hesitate to contact my office if you have any questions, comments or need additional information regarding this or any other matter.

Sincerely,



Steven D. Saucedo
Attorney at Law

cc: Anna Marshall, Aransas County
Tax Assessor-Collector
319 N. Church Street
Rockport, Texas 78382

**RESOLUTION AUTHORIZING PUBLICATION OF
DELINQUENT TAXPAYERS' NAMES**

WHEREAS, a proposal has been made to publish in a newspaper of county-wide circulation a list of the names of no less than the top two hundred (200) individuals and/or businesses who owe delinquent taxes to the Aransas County Taxing Entities, and who are not currently making payments under a written installment agreement, in bankruptcy or have a filed over-65 or disability deferral; and

WHEREAS, the publication of delinquent taxpayers' names has resulted in a significant increase in the payment of delinquent taxes to the City of Rockport in the past, and

WHEREAS, the Aransas County Tax Office and the Law Firm of Linebarger Goggan Blair & Sampson, LLP will prior to the publication take out at least two advertisements warning the targeted taxpayers that their names will be published if full payment is not made or an installment payment agreement is not entered into.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rockport does authorize the Aransas County Tax Office and the Law Firm of Linebarger Goggan Blair & Sampson, LLP to publish the names of no less than the top two hundred (200) individuals and/or businesses who owe delinquent taxes to the Aransas County Taxing Entities and who are not currently making payments pursuant to a payment agreement, in bankruptcy or have a filed over-65 or disability deferral.

PASSED AND APPROVED this ____ day of August, 2025.

Lowell Timothy (Tim) Jayroe
Mayor of Rockport

ATTEST:

City Secretary

NOTICE OF INTENT TO PUBLISH DELINQUENT TAXPAYER NAMES

Dear Taxpayer;

The Taxing Entities in Aransas County will in September, 2025 publish the names of no less than the top 200 individuals and businesses that are delinquent in their tax obligations for the tax years 2024 and prior.

Due to the fact that you are delinquent in the payment of the taxes due on your property(ies) in Aransas County, you risk having your name published in a countywide newspaper in September, 2025. In order to prevent the publication of your name, full payment of the amount shown on the attached statement(s) should be made by **4:30p.m. Monday, September 1, 2025** to the Aransas County Tax Office.

Payment can be made by either visiting or mailing a check to:

**Aransas County Tax Office
319 North Church Street
Rockport, Texas 78382
(361) 729-6633**

Please disregard this notice if: (1) you are timely paying these taxes under a valid installment agreement, (2) you have a filed over-65 or disability deferral, and/or (3) you are currently a debtor in a pending bankruptcy case. If you are now in bankruptcy, please furnish **in writing** the number of your bankruptcy and the identification of the court in which it is pending so as to enable us to code your account and avoid further mailings. Please disregard this notice if you have paid your taxes since August 9, 2025.

Sincerely,
Linebarger Goggan Blair & Sampson, LLP

PUBLICATION WARNING NOTICE

PAST DUE TAXES OWED TO THE ARANSAS COUNTY TAXING AUTHORITIES

**Rockport Fulton ISD, Aransas County,
City of Rockport, Aransas County MUD
#1, Aransas County Navigation District
and the Town of Fulton will publish in
September, 2025 the names of no less than
the top 200 individuals and businesses
that are delinquent in their tax
obligations as of
Monday, September 1, 2025.**

**PAY YOUR PAST DUE TAXES
PRIOR TO 4:30 P.M. MONDAY,
SEPTEMBER 1, 2025, TO
PREVENT YOUR NAME FROM
APPEARING ON THE PAST DUE
LIST TO BE PUBLISHED.**

Please make any inquiries and payment to:

**Aransas County Tax Office
319 North Church Street
Rockport, Texas 78382
(361) 729-6633**

*** If you are current in making payments pursuant to a
valid installment agreement, have a filed over 65 or
disability deferral and/or if you are a debtor in a
bankruptcy case where we have received notification, your
name will not appear in the past due list.**



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-30R designating authorized signatories for contractual documents for requesting funds pertaining to the Community Development Block Grant – Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract Number 24-065-166-F081.

SUMMARY:

The General Land Office (GLO) is providing funding through the local Coastal Bend Council of Government (CBCOG) for a Community Development Block Grant – Mitigation (CDBG-MIT) with Method of Distribution (MOD) process. These funds are directed to communities to develop strategic high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by recent disasters. The City of Rockport is designated to receive \$3,447,500, of which 41% (\$1,422,800) is required to be spent on Low to Moderate Income (LMI). This process began in 2022 and City Council approved staff to move forward with (1) Sabinal Drainage project, and (2) Underground Fiber from the new City Hall down Pearl Street and connecting to the Rockport Service Center. This Resolution authorizes signatories for contractual documents related to the grant.

BACKGROUND:

FUNDING SOURCE:

CDBG-MIT Grant

FUNDING IMPACT:

\$3,447,500 Grant Funds with Zero match required

STAFF RECOMMENDATION:

Staff recommends approval Resolution as presented.

STRATEGIC INITIATIVES:

CIPResolution

ATTACHMENTS:

1. Resolution Authorizing Signatures

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

RESOLUTION # 2025 -

**A RESOLUTION BY THE CITY COUNCIL OF CITY OF ROCKPORT
DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL
DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION
PROGRAM (CDBG- MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT
NUMBER 24-065-166-F081.**

WHEREAS, City of Rockport has received a Community Development Block Grant - Mitigation Program (CDBG-MIT) award to provide Public Improvements, Flood and Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of Rockport acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and City Manager be authorized to execute contractual documents between the Texas General Land Office and the City of Rockport for the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

SECTION 2: The Mayor, City Manager, Finance Director and Controller be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

SECTION 3: The Mayor and City Manager be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant - Mitigation Program (CDBG-MIT) Program.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS ON
AUGUST 12, 2025.**

APPROVED:

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: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025 -31R by the City Council of the City of Rockport providing for the required Civil Rights documents as they relate to the Community Development Block Grant – Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract Number 24-065-166-F081

SUMMARY:

The General Land Office (GLO) is providing funding through the local Coastal Bend Council of Government (CBCOG) for a Community Development Block Grant – Mitigation (CDBG-MIT) with Method of Distribution (MOD) process. These funds are directed to communities to develop strategic high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by recent disasters. The City of Rockport is designated to receive \$3,447,500, of which 41% (\$1,422,800) is required to be spent on Low to Moderate Income (LMI). This process began in 2022 and the City Council approved staff to move forward with (1) Sabinal Drainage project, and (2) Underground Fiber from the new City Hall down Pearl Street and connecting to the Rockport Service Center. This Resolution includes all of the Civil Rights Policy and Procedures required by the GLO for this grant.

BACKGROUND:

FUNDING SOURCE:

CDBG-MIT Grant

FUNDING IMPACT:

\$3,447,500 Grant Funds with Zero match required.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

STRATEGIC INITIATIVES:

CIPResolution

ATTACHMENTS:

1. Resolution of Civil Rights

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

Resolution 2025 –

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ROCKPORT PROVIDING FOR THE REQUIRED CIVIL RIGHTS DOCUMENTS AS THEY RELATE TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-166-F081.

WHEREAS, City of Rockport, Texas, (hereinafter referred to as “City of Rockport”) has been awarded a Community Development Block Grant – Mitigation Program (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as “GLO”);

WHEREAS, City of Rockport, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, City of Rockport, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, City of Rockport, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

WHEREAS, City of Rockport, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, City of Rockport, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG- MIT project;

WHEREAS, City of Rockport, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, City of Rockport, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

WHEREAS, City of Rockport, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF ROCKPORT, TEXAS, THAT CITY OF ROCKPORT ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures;
6. Code of Conduct Policy; and
7. Fair Housing Policy.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, TEXAS ON AUGUST 12, 2025.

APPROVED:

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

Attachment 1

ROCKPORT CITIZEN PARTICIPATION PLAN TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation Program (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Rockport offices, 2751 SH 35 Bypass, Rockport, Texas 78382, (Street Address), (361) 729-2213 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the Mayor of Rockport at 2751 SH 35 Bypass, Rockport, Texas 78382 or may call (361) 729-2213.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or subtraction of a HUD activity, the City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons

- who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
 3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT funds
 - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan;
 4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
 5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. 1. Furnish citizens information, including but not limited to:
 - (a)** The amount of CDBG-MIT funds available per application for Mitigation Program;
 - (b)** The range of activities that may be undertaken with the CDBG-MIT - Mitigation Program funds;
 - (c)** The estimated amount of the CDBG-MIT - Mitigation Program funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d)** The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice **MUST** include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able

to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Timothy “Tim” Jayroe
Name, Mayor

Date

ROCKPORT
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE DESARROLLO
COMUNITARIO (CDBG-MIT)

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario (CDBG-MIT) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en Rockport, 2751 SH 35 Bypass, Rockport, Texas 78382 (Dirección postal), (361) 729-2213, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-MIT.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-MIT, ya sea un proyecto propuesto, en curso o completado de CDBG-MIT, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Mayor, a Rockport, 2751 SH 35 Bypass, Rockport, Texas 78382, (361) 729-2213.
2. Una copia de la queja o reclamo se transmitirá por el Alcalde a la entidad que es encargada de la queja o reclamo y al Abogado del La Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. El Alcalde completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-MIT para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, La Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos CDBG-MIT. La Ciudad, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

En casos de un cambio en el alcance o impacto para los beneficiarios que resulte en un aumento o disminución del 15% en las cantidades, una variación del 25% en el número de beneficiarios, aumento o disminución de un área beneficiaria específica, o suma o resta de una actividad de HUD, el La Ciudad proporcionará un aviso público razonable para la evaluación, examinación y comentarios sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
 - c) La cantidad estimada de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, las actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG]).

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a. La cantidad de fondos de CDBG-MIT disponibles por solicitud para Mitigation Program;
 - b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Mitigation Program;
 - c. El monto estimado de los fondos de CDBG-MIT Mitigation Program propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d. Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de anti desubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la

audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Signature

Timothy “Tim” Jayroe
Name, Alcalde

Fecha

Attachment 2
SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of Rockport agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Rockport, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Timothy "Tim" Jayroe, Mayor
Name, Title

Date

Attachment 3
Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Rockport hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Rockport to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of Rockport to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Rockport will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Rockport, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Timothy "Tim" Jayroe, Mayor
Name, Title

Date

Attachment 4

Limited English Proficiency Plan - 24-065-166-F081
Texas General Land Office
Community Development Block Grant - Mitigation Program

Grant Subrecipient:	City of Rockport			
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Language Group	Estimated Group Population	Speaks English less than "very well"	Percent LEP (as compared to Total Est Group Pop¹)
	Census Data Table B16001			
	Total Community Population Table B16001*	9,922	240	2.42%
	Spanish*	951	182	1.83%
	Other:			

Program activities to be accessible to LEP persons:	
☒	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
☒	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
☒	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
☒	Translation services: available upon request
☒	Interpreter services: available upon request with prior notice
	Other resources:

Language Assistance to be provided:	
☒	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
☒	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
☒	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
☒	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Attachment 5

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Rockport hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Rockport does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Rockport's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Rockport shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of Rockport shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Rockport to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 2751 SH 35 Bypass, Rockport, TX, 78382 or call (361) 790-1160, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Rockport relating to the complaint files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be

made to City of Rockport within ten working days after the receipt of the written determination/resolution.

- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Rockport complies with Section 504 and HUD regulations.

Signature

Timothy "Tim" Jayroe, Mayor
Name, Title

Date

Attachment 6
Code of Conduct Policy of City of Rockport

As a Grant Recipient of a CDBG-MIT contract City of Rockport shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Rockport shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Rockport shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of Rockport Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

_____ Signature	<u>Timothy "Tim" Jayroe, Mayor</u> Name, Title
--------------------	---

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Attachment 7
Fair Housing Policy

In accordance with Fair Housing Act, City of Rockport hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Rockport agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Rockport agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Rockport will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Rockport, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Timothy "Tim" Jayroe, Mayor
Name, Title

Date



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Diane Pedersen, Financial Management Analyst

MEETING DATE: August 12, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval of Ordinance 1983 on the only reading amending Ordinance No. 1948 which amended 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.

SUMMARY:

Deliberate and act on first reading of an Ordinance of the City of Rockport, Texas amending Ordinance No. 1948 which amended 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:

The Communication Center is funded by the City of Rockport, Aransas County and the Town of Fulton. The Communication Center has been running high on the payroll due to a high turn over of employees. The Communication Center has been operating this year with two employee vacancies. This shortage of two employees has driven up the Overtime charged each payroll period causing a shortage in their budget of approximately \$200,000.

FUNDING SOURCE:

The General Fund will be appropriating \$95,000 and the remaining \$105,000 will come from Aransas County and the Town of Fulton.

FUNDING IMPACT:

This agenda item provides \$200,000 in funding to cover budget shortages in the personnel accounts in Fund 16 Communication Center: The City shares the costs of the Communication Center with Aransas County and the Town of Fulton.

STAFF RECOMMENDATION:

Staff recommends approval of this ordinance on the first reading.

STRATEGIC INITIATIVES:

Ordinance

ATTACHMENTS:

1. Budget Amendment Comm Cntr Ordinance 7-24-25

APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

Date: July 25, 2025



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

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 expects the short-term funding needs for the Communications Center to be \$200,000.00; and

WHEREAS, the City current funds about 47.5% of Communications Center expenses

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

SECTION 1.

For municipal purposes, to appropriate additional Reserve General Fund monies and amend the General Fund I/A/O \$95,000 and Communication Center I/A/O \$200,000.

General Fund Resources				
Property Taxes	\$ 4,743,344	\$ 5,495,959	\$ 5,496,710	\$ 6,327,610
Other Taxes	\$ 3,831,805	\$ 3,887,126	\$ 3,887,126	\$ 3,887,126
Franchise Fees	\$ 1,682,561	\$ 1,787,000	\$ 1,778,964	\$ 1,914,308
Licenses & Permits	\$ 515,054	\$ 548,175	\$ 579,540	\$ 579,540
Intergovernmental Revenues	\$ 124,155	\$ 85,500	\$ 60,000	\$ 60,000
Fines & Fees	\$ 158,623	\$ 157,100	\$ 160,100	\$ 150,100
Interest Revenue	\$ 109,321	\$ 105,000	\$ 125,000	\$ 105,000
Charges for Services	\$ 51,477	\$ 50,200	\$ 34,500	\$ 35,200
Operating Transfers	\$ 1,258,092	\$ 1,293,442	\$ 1,299,603	\$ 1,788,482
Event Revenues	\$ 4,842	\$ 5,000	\$ 5,000	\$ 5,000
Other Revenues	\$ 303,652	\$ 99,138	\$ 91,235	\$ 86,903
Use of Reserves - 1919 Crescent	\$ -	\$ 540,981	\$ -	\$ 80,000
Peace Officer Training	\$ -	\$ -	\$ -	\$ 2,188
Use of Reserves - Communication Center	\$ -	\$ -	\$ -	\$ 95,000
Total Resources	\$ 12,782,926	\$ 14,054,621	\$ 13,517,779	\$ 15,116,457

General Fund Expenditures				
Personnel	\$ 6,907,802	\$ 7,315,128	\$ 6,894,730	\$ 7,477,638
Contracts & Services	\$ 1,595,027	\$ 2,383,184	\$ 2,363,624	\$ 3,188,720
Supplies	\$ 554,049	\$ 985,154	\$ 993,168	\$ 1,154,456
Travel & Training	\$ 197,427	\$ 199,844	\$ 203,782	\$ 232,150
Intergovernmental Transfers	\$ 1,615,935	\$ 1,280,367	\$ 1,299,144	\$ 1,269,650
Maintenance	\$ 615,416	\$ 871,739	\$ 753,613	\$ 714,467
Capital Outlay/Project	\$ 860,110	\$ 413,811	\$ 355,313	\$ 310,592
Operating Transfers	\$ 263,806	\$ 605,394	\$ 606,900	\$ 591,596
Transfer to CIP Amendment #1-1919 Crescent				\$ 80,000
Transfer to Travel & Training Amendment #3 LEOSE				\$ 2,188
Transfer to Communication Center				\$ 95,000
Total Expenditures	\$ 12,609,571	\$ 14,054,621	\$ 13,470,274	\$ 15,116,457
Resources Over (Under) Expenditures				
	\$ 173,354	\$ 0	\$ 47,504	\$ (0)

Fund: 16 - Communications Center Fund				
Consolidated Resources vs Expense Summary				
		FY 22-23	FY 23-24	FY 23-24
		Actual	Budget	Projected
				FY 24-25
				Adopted
Revenues				
Intergovernmental Revenue	\$ 526,624	\$ 597,932	\$ 521,909	\$ 556,931
Operating Transfers	\$ 562,429	\$ 554,154	\$ 582,930	\$ 503,890
Add'l Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ 105,000
Add'l Operating Transfers	\$ -	\$ -	\$ -	\$ 95,000
Total Communication Center Fund Revenues	\$ 1,089,053	\$ 1,152,086	\$ 1,104,839	\$ 1,260,822
Expenses				
Personnel	\$ 1,054,134	\$ 1,101,340	\$ 1,061,040	\$ 1,000,842
Contracts & Services	\$ 9,500	\$ 7,300	\$ 5,900	\$ 16,300
Supplies	\$ 1,527	\$ 1,050	\$ 500	\$ 1,000
Travel & Training	\$ 5,966	\$ 6,330	\$ 2,451	\$ 7,300
Intergovernmental Transfer	\$ 2,516	\$ 3,000	\$ 3,000	\$ 3,000
Operating Transfers	\$ 20,142	\$ 33,066	\$ 32,380	\$ 32,380
Add'l Personnel Expenses	\$ -	\$ -	\$ -	\$ 200,000
Total Communications Center Fund Expenses	\$ 1,093,786	\$ 1,152,086	\$ 1,105,271	\$ 1,260,822
Revenues Over(Under) Expenses				
	\$ (4,733)	\$ -	\$ (433)	\$ -

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 12th day of August 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe,
Mayor

ATTEST:

Shelley Goodwin, City Secretary

APPROVED on second reading the 26th day of August 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, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Presentation

CAPTION:

In accordance with the City of Rockport Charter present the FY 2025-2026 proposed Budget by the City Manager

SUMMARY:

City Manager to present the FY 2025-2026 Proposed Budget to City Council. The \$64M All Funds Budget is balanced and includes monies to repave major arterial roadways (Magnolia, Water, Market, Enterprise, Bayshore & Broadway) with planning to revitalize Austin Street.

BACKGROUND:

Per City Charter, the City Manager has to present the proposed budget to Council on or before the first regular meeting of August.

FUNDING SOURCE:

Sources include taxes, fees, rates, borrowings, and reimbursements

FUNDING IMPACT:

All Funds Budget for FY 2025-2026 is \$64M

STAFF RECOMMENDATION:

Council receive and consider proposed budget for FY 2025-2026

STRATEGIC INITIATIVES:

Presentation

ATTACHMENTS:

None

APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

Date: July 28, 2025



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 08, 2025



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Action Item

CAPTION:

Proposed FY2025 Tax Rate and FY2025-2026 Budget:

- i. Take a record vote on the FY2025 proposed voter-approved tax rate of \$.446530/\$100. The rate breakdown is \$.231403/\$100 for Maintenance & Operations (M&O) and \$.215127/\$100 for Interest & Sinking (I&S).
 - ii. Set the date for the required public hearing on the FY 2025-2026 Budget and the FY2025 Tax Rate (proposed date August 26, 2025)
-

SUMMARY:

Council has expressed a desire to complete some long-standing street and drainage projects for the benefit of as many citizens as possible. The focus is on arterial roadways, which are used by all citizens and visitors. Monies are also proposed in 2025-2026 to begin engineering and design work on Austin Street and will include citizen input. Construction is not expected to begin until and is not included in this proposed budget.

The recorded vote and agreed-upon Public Meeting date on the Tax Rate will be relayed to the TAC to compile Rockport's required meeting notice.

BACKGROUND:

The preliminary tax rate was discussed in depth at the 8/5/25 Budget Workshop. The average taxable value increased \$24,926 to \$367,016 from 2024. The average residential property will pay \$252.37 more in ad valorem tax. Marginally speaking, the percentage increase is 1% (\$252.37/\$24,926).

FUNDING SOURCE:

Tax levy.

FUNDING IMPACT:

Levy would support approximately 40% of the General Fund Budget and estimated I&S debt service requirements.

STAFF RECOMMENDATION:

Staff recommends Council decision on Public Meeting date for Tax Rate, and a recorded vote.

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. 2025 Tax Rates
2. Tax Rates 2025
3. All Funds Proposed

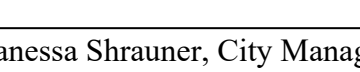
APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

A handwritten signature in blue ink, appearing to read "Robbie Sorrell", written over a horizontal line.

Date: August 06, 2025

Shelley Goodwin, City Secretary

A handwritten signature in blue ink, appearing to read "Shelley Goodwin", written over a horizontal line.

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 08, 2025

Robbie,

Attached is the 2025 Tax Rate Calculation Worksheet calculated with the debt submitted.

The different rates:

No-new revenue tax rate: \$0.383647/\$100
M&O: \$0.168520/\$100
I&S: \$0.215127/\$100

Voter-approval tax rate: \$0.446530/\$100
M&O: \$0.231403
I&S: \$0.215127

De Minimis tax rate: \$0.458851/\$100
M&O: \$0.243724/\$100
I&S: \$0.215127

If you need to change the debt rate you will need to submit a new Tax Rate Information Worksheet and I change input new info for you.

Let me Know,

Anna Marshall, PCC, CTOP, PCAC

Aransas County Tax Assessor-Collector

319 N Church St.
Rockport, TX 78382
PH: 361-790-0160
Fax: 361-729-4373

Certified Ad Valorem Tax Rate Comparison FY 2024-2025

7/30/2025

		I&S Rate \$.169750					I&S Rate \$.215127				
			2024		De Minimis	2024	Preliminary	2025	De Minimis	2025	
Adopted		2024 No-New	Voter-Approval	2023 M&O Rate	Tax Rate	Adopt win/crment	2025 No-New	Voter-Approval	Tax Rate	Preliminary	
2024 Tax Rate		Revenue Tax Rate	Tax Rate	Tax Rate	\$500,000 Above NNR	Tax Rate	Revenue Tax Rate	Tax Rate	\$500,000 Above NNR	Tax Rate	
M & O Tax Rate	\$ 0.235544	\$ 0.184003	\$ 0.235544	\$ 0.208434	\$ 0.231866	\$ 0.235544	\$ 0.168520	\$ 0.231403	\$ 0.243724	\$ 0.231403	
I & S Tax Rate	\$ 0.169750	\$ 0.169750	\$ 0.169750	\$ 0.146495	\$ 0.169750	\$ 0.169750	\$ 0.215127	\$ 0.215127	\$ 0.215127	\$ 0.215127	
Total Tax Rate	\$ 0.405294	\$ 0.353753	\$ 0.405294	\$ 0.354929	\$ 0.401616	\$ 0.405294	\$ 0.383647	\$ 0.446530	\$ 0.458851	\$ 0.446530	
Total Taxable Value	\$ 2,333,873,906	\$ 2,333,873,906	\$ 2,333,873,906	\$ 2,333,873,906	\$ 2,333,873,906	\$ 2,333,873,906	\$ 2,491,527,148	\$ 2,491,527,148	\$ 2,491,527,148	\$ 2,491,527,148	
Total Tax Levy											
Total Tax Levy	\$ 9,459,051	\$ 8,256,149	\$ 9,459,051	\$ 8,283,595	\$ 9,373,211	\$ 9,459,051	\$ 9,558,669	\$ 11,125,416	\$ 11,432,397	\$ 11,125,416	
Over 65 Frozen Taxes	\$ 1,411,987	\$ 1,411,987	\$ 1,411,987	\$ 1,232,339	\$ 1,411,987	\$ 1,411,987	\$ 1,500,134	\$ 1,500,134	\$ 1,500,134	\$ 1,500,134	
Disabled Frozen Taxes	\$ 16,731	\$ 16,731	\$ 16,731	\$ 14,899	\$ 16,731	\$ 16,731	\$ 17,383	\$ 17,383	\$ 17,383	\$ 17,383	
Total Tax Levy	\$ 10,887,768	\$ 9,684,867	\$ 10,887,769	\$ 9,530,833	\$ 10,801,929	\$ 10,887,769	\$ 11,076,187	\$ 12,642,934	\$ 12,949,915	\$ 12,642,934	
Total Tax Revenue											
Total Levy	\$ 10,887,768	\$ 9,684,867	\$ 10,887,769	\$ 9,530,833	\$ 10,801,929	\$ 10,887,769	\$ 11,076,187	\$ 12,642,934	\$ 12,949,915	\$ 12,642,934	
Collection Ratio	98.50%	98.50%	98.50%	98.50%	98.50%	98.50%	96.00%	96.00%	96.00%	96.00%	
Total Tax Revenue	\$ 10,724,452	\$ 9,539,594	\$ 10,724,452	\$ 9,387,871	\$ 10,639,900	\$ 10,724,452	\$ 10,633,139	\$ 12,137,217	\$ 12,431,918	\$ 12,137,217	
Revenue Allocation by Fund											
M & O General Fund	\$ 6,232,711	\$ 4,961,976	\$ 6,232,711	\$ 5,513,079	\$ 6,142,761	\$ 6,232,711	\$ 4,670,691	\$ 6,453,606	\$ 6,603,357	\$ 6,453,606	
I&S Debt Service Fund	\$ 4,491,741	\$ 4,577,618	\$ 4,491,741	\$ 3,874,792	\$ 4,497,139	\$ 4,491,741	\$ 5,962,448	\$ 5,847,408	\$ 5,828,562	\$ 5,847,408	
Total Tax Revenue	\$ 10,724,452	\$ 9,539,594	\$ 10,724,452	\$ 9,387,871	\$ 10,639,900	\$ 10,724,452	\$ 10,633,139	\$ 12,137,217	\$ 12,431,918	\$ 12,301,014	
Revenue Difference from 2023											
Additional Revenue		-\$1,184,858	\$1	-\$1,336,581	-\$84,552	\$1	-\$91,312	\$1,412,765	\$1,707,467	\$1,576,562	
% Increase in Revenue		-11.0%	0.0%	-12.5%	-0.8%	0.0%	-0.9%	13.2%	15.9%	13.2%	
Residential Taxpayer Impact Analysis											
	Tax Paid		Difference from No-New Revenue Rate					Difference from No-New Revenue Rate			
Residential Value	2024 Rate	2024 NNR	2024 VAR	2021 M&O	De Minimus Rate	Adopted	2025 NNR	2025 VAR	De Minimus Rate	Preliminary	
Average Market - \$383,049	\$1,552.47	\$1,355.05	\$197.43	\$4.50	\$183.34	\$197.43	\$1,540.01	\$252.42	\$301.88	\$252.42	
Average Taxable - \$342,090	\$1,386.47	\$1,210.15	\$176.32	\$4.02	\$163.73	\$176.32	\$1,408.05	\$230.79	\$276.01	\$230.79	
	Tax Paid	NNR 2024 Tax	Difference in Tax Paid from Last Year's Tax Rate				NNR 2025 Tax	Difference in Tax Paid from Last Year's Tax Rate			
Residential Value	2024 Rate	Difference from 2024	2024 VAR	2021 M&O	De Minimus Rate	Adopted	Difference from 2024	2025 VAR	De Minimus Rate	Preliminary	
Average Market - \$383,049	\$1,552.47	-\$197.43	\$0.00	-\$192.92	-\$14.09	\$0.00	-\$12.47	\$239.95	\$289.41	\$239.95	
Average Taxable - \$342,090	\$1,386.47	-\$176.32	\$0.00	-\$172.29	-\$12.58	\$0.00	\$21.58	\$252.37	\$297.59	\$252.37	
Taxes Paid Comparison on Same Property 2024 v.s 2025											
	2024 Taxes	2025 Taxes	2024 vs 2025				2025 Taxes	2024 vs 2025			
2025 Average Market - \$401,412	\$1,552.47	\$1,792.43	\$239.95				\$1,792.43	\$239.95			
2025 Average Taxable - \$367,016	\$1,386.47	\$1,638.84	\$252.37				\$1,638.84	\$252.37			

PLAN A					
					% Change
	FY 23-24	FY 24-25	FY 24-25	FY 25-26	Budget to
	Actual	Budget	Projected	Preliminary	FY 2025-26
Resources					
General Fund	\$ 14,075,744	\$ 15,021,457	\$ 15,097,739	\$ 16,215,640	7.9%
Utility Fund - Water and Wastewater	14,588,166	15,805,620	14,889,905	15,473,664	-2.1%
Natural Gas Fund	3,082,807	2,987,419	2,987,974	-	-100.0%
Aquatic Center Fund	577,478	579,747	567,386	657,343	13.4%
Fleet Maintenance Fund	821,345	1,056,970	1,052,467	1,155,588	9.3%
Communications Center Fund	1,102,271	1,060,822	1,060,822	1,228,674	15.8%
Hotel Occupancy Tax Fund	1,251,806	1,425,000	1,425,000	1,342,900	-5.8%
Sanitation Fund	3,388,545	3,618,298	3,618,298	3,855,982	6.6%
Utility Surcharge Fund	256,694	413,870	469,947	484,045	17.0%
Municipal Court Security & Technology Fund	7,078	7,085	7,085	7,085	0.0%
Municipal Court Juvenile Case Manager Fund	18,914	25,750	27,534	30,000	16.5%
I&S Debt Service Fund	3,824,633	4,557,884	4,541,756	5,672,968	24.5%
Utility Debt Service Fund	2,260,649	1,757,831	1,757,831	1,527,522	-13.1%
General Fund CIP	6,999,489	8,879,621	6,702,865	11,531,973	29.9%
Utility System CIP	238,973	3,429,490	300,000	5,099,037	48.7%
Total Resources	\$ 52,494,592	\$ 60,626,865	\$ 54,506,610	\$ 64,282,421	6.0%
Expenditures					
General Fund	\$ 12,313,999	\$ 15,021,457	\$ 15,145,671	\$ 16,215,640	7.9%
Utility Fund - Water and Wastewater	13,818,043	15,805,620	14,616,008	15,473,664	-2.1%
Natural Gas Fund	2,477,391	2,987,419	2,605,618	-	-100.0%
Aquatic Center Fund	623,166	579,747	556,016	657,343	13.4%
Fleet Maintenance Fund	882,732	1,056,970	1,052,210	1,155,588	9.3%
Communications Center Fund	1,108,246	1,060,822	1,062,134	1,228,674	15.8%
Hotel Occupancy Tax Fund	1,428,733	1,425,000	1,425,000	1,342,900	-5.8%
Sanitation Fund	3,285,525	3,618,298	3,618,298	3,855,982	6.6%
Utility Surcharge Fund	182,561	413,870	469,947	484,045	17.0%
Municipal Court Security & Technology Fund	3,484	7,085	7,085	7,085	0.0%
Municipal Court Juvenile Case Manager Fund	23,113	25,750	25,750	30,000	16.5%
I&S Debt Service Fund	3,664,934	4,557,884	4,674,134	5,672,968	24.5%
Utility Debt Service Fund	2,105,124	1,757,831	1,757,831	1,527,522	-13.1%
General Fund CIP	6,276,736	8,879,621	6,702,865	11,531,973	29.9%
Utility System CIP	-	3,429,490	130,082	5,099,037	48.7%
Total Expenditures	\$ 48,193,786	\$ 60,626,865	\$ 53,848,649	\$ 64,282,421	6.0%
Resources Over(Under) Expenditures	\$ 4,300,806	\$ 0	\$ 657,961	\$ (0)	



AGENDA MEMO

DEPARTMENT: Building & Development

TO: City Council

FROM: Robert Decker, Chief Building Official

MEETING DATE: August 12, 2025

CATEGORY: Ordinance

CAPTION:

Request for a Conditional Use Permit (CUP) for a RV Resort and Tiny Home Community on property located at 345 SH 35 Bypass, otherwise known as Lots 10, 13, and 14. The Palms Subdivision is currently zoned R-1 (1st Single Family Dwelling District).

- i. Staff Presentation
 - ii. Public Hearing to receive comments for or against the request
 - iii. Consider the approval on first or two readings on Ordinance 1985 granting a Conditional Use Permit for the purpose of a Recreational Vehicle (RV) Resort and Tiny Home Community on property located at 345 SH 35 Bypass, otherwise known as Lots 10, 13, and 14, 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:

The subject property is currently undeveloped land located near Texas State Highway 188 and Bypass 35. The applicant is requesting a Conditional Use Permit (CUP) to develop a Recreational Vehicle (RV) and Tiny Home Resort on the site.

The property includes existing private roads, which the City will not adopt or maintain. The City will install a master water meter at the property line; the property owner will be responsible for installing a backflow device at the meter and extending private water lines throughout the site. Additionally, as no municipal sewer service is available in the area, the property owner will be responsible for installing an on-site septic system.

At the Planning and Zoning meeting of August 4, 2025 the Commission unanimously recommended to Council approval of this CUP.

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

Planning and Zoning Commission recommends approval.

STRATEGIC INITIATIVES:

Ordinance

ATTACHMENTS:

1. Ordinance - The Palms
2. CUP Application
3. E-print - 20241113 - Concept Plan 1 of 2-B
4. E-print - 20241113 - Concept Plan 2 of 2-B
5. StaffReportPH-345 SH 35 Bypass - The Palms CUP
6. ZONING MAP
7. FUTURE LAND USE MAP
8. Public Mailout List
9. PH 345 SH 35 Bypass - CUP

APPROVAL/REVIEW:



Kimberly Henry, Assistant to the City Manager

Date: August 05, 2025



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE PURPOSE OF A RV RESORT AND TINY HOME COMMUNITY ON PROPERTY LOCATED AT 345 SH 35 BYPASS, OTHERWISE KNOWN AS LOTS 10, 13, AND 14., 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 July 10, 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 July 10, 2025, notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on July 10, 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 August 4, 2025, at 5:30 p.m., the Planning & Zoning Commission did hold a Public Hearing; and

WHEREAS, on August 4, 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 345 SH 35 Bypass;

WHEREAS, on August 12, 2025, at 5:00 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 345 SH 35 Bypass, , City of Rockport, Aransas County, Texas; be granted a Conditional Use Permit (CUP) for the purpose of RV Resort and Tiny Home Community;

SECTION 2 - REPEALER

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

SECTION 3 - SEVERABILITY

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

SECTION 4 - EFFECTIVE DATE

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

APPROVED on first reading this the ___ day of August, 2025.

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

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary



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 [X]
Planned Unit Development (P.U.D.) by Conditional Permit []
- B. ADDRESS AND LOCATION OF PROPERTY _____
345 SH 35 BYPASS ROCKPORT, TX 78382
- C. CURRENT ZONING OF PROPERTY: R-1
- D. PRESENT USE OF PROPERTY: RAW LAND
- E. ZONING DISTRICT REQUESTED: _____
- F. CONDITIONAL USE REQUESTED: RV RESORT / TINY HOME COMMUNITY
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract 10, 13, 14 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) _____
The PALMS
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 31.875 ACRES
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
- RECREATIONAL VEHICLE (TINY HOME) RESORT
- _____
- _____
- _____

K. OWNER'S NAME: (Please print) D&R Self Storage Inc
ADDRESS: 8210 IH 35 N
CITY, STATE, ZIP CODE: NEW BRAUNFELS, TX 78130
PHONE NO 830.624.7030

L. REPRESENTATIVE: (If Other Than Owner) BUTTRUM CONSTRUCTION
ADDRESS: 8210 IH 35 N
CITY, STATE, ZIP CODE: NEW BRAUNFELS, TX 78130
PHONE NO 830.624.7030

NOTE: Do you have property owner's permission for this request?

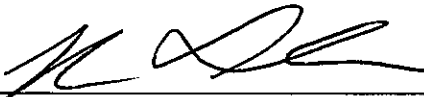
YES X NO

M. FILING FEE:

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

(Make check payable to the City of Rockport)

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

Signed: 

(Owner or Representative)

(FOR CITY USE)

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

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

If rejected, reasons why: _____

Receipt No. _____

Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated 2-17-16, and found that the property described herein is (or) is not located in a "Special Flood Hazard Area".

Flood Zone "X" Base Elevation N/A

Panel No. 0325G/0350G

Community No. 485504

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions.

SUBJECT TO CHANGE BY FEMA.

- Notes
- 1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett".

= Set 5/8" steel rebar F5/8" = Fnd. 5/8" steel rebar

FCM = Fnd. Conc. Monument
- 2) Directional Control based on NAD 83, Texas State Plane, South Central Zone.

3) Total platted area contains 134.342 acres or 5,851,956 square feet of land. Buttrum Boulevard ROW is dedicated to the City of Rockport, by this replat for public use, emergency access, drainage, and utilities, but the pavement will be privately owned and maintained.
- 4) Property falls within City Limits and must comply with all city codes, regulations and set backs.

Lot Zoned B-1 = 20' Front Bldg. Line

Lot Zoned R-1 = 25' Front Bldg. Line, 20' Rear Bldg. Line & 5' Side Bldg. Line
- 5) 2.277 Acre, 40-foot platted R.O.W. & 0.893 Acre, 40-foot platted R.O.W., Closed and Abandoned by the City of Rockport, by Ord. Nos. 1891 - 1892, dated January 24, 2023.

Surveyor Certification

State of Texas

County of Aransas

I, J. L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the day of A.D., 2023.

J. L. BRUNDRETT, JR.

R.P.L.S.

Reg. No. 2133

Owner Certification

State of Texas

County of Comal

D&R SELF STORAGE, INC.

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the day of A.D., 2023.

DON BUTTRUM, President

State of Texas

County of

This instrument was acknowledged before me by:

DON BUTTRUM, President of

D&R SELF STORAGE, INC.

This the day of A.D., 2023.

Notary Public in and for the State of Texas

CONCEPT PLAN ONLY:

THE PALMS

345 S.H. 35 BYPASS, ROCKPORT, TX 78382

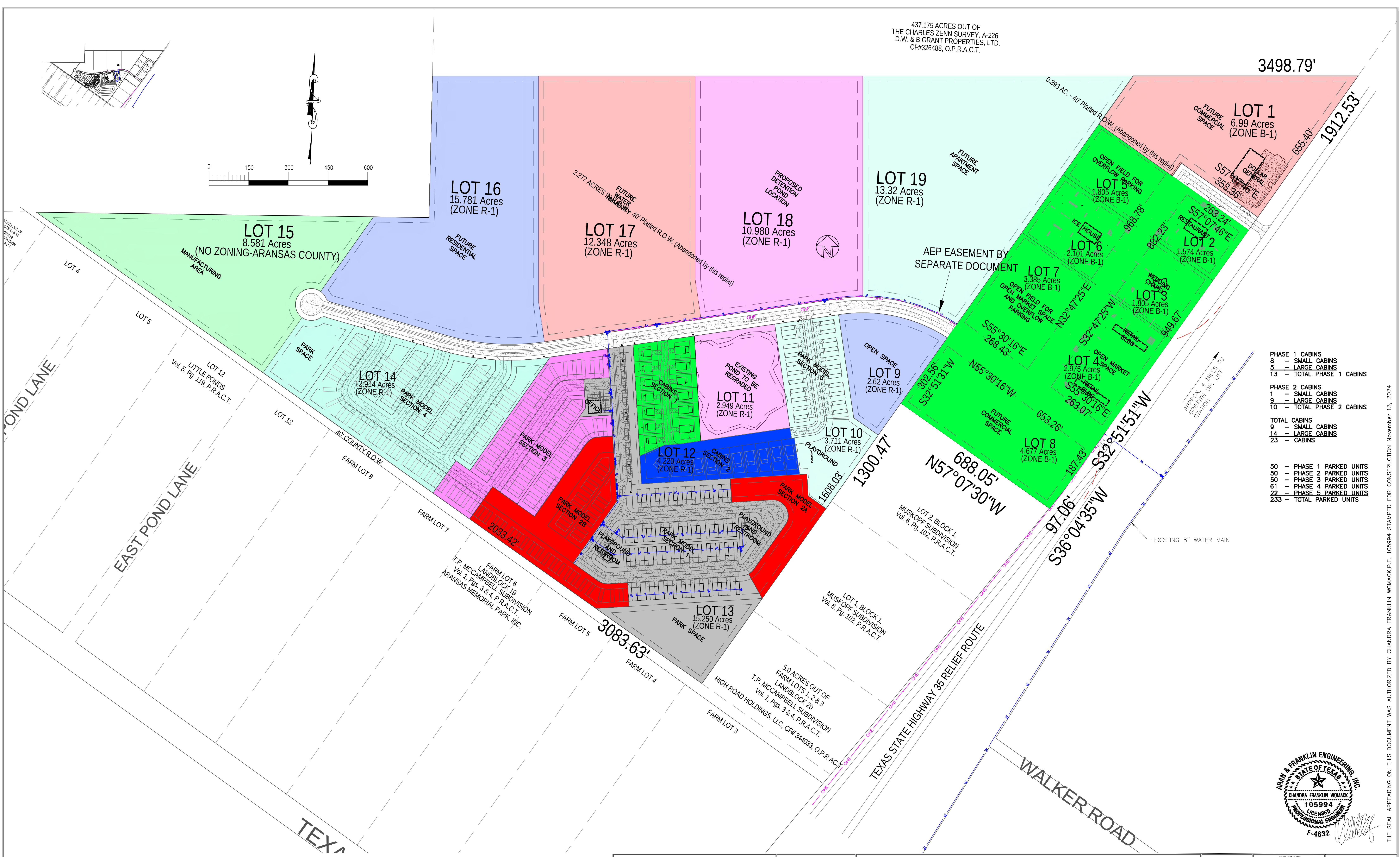
SHEET INDEX		
C0.0	- COVER SHEET	
C1.0	- MASTER SITE PLAN	
C1.1	- PARK MODEL SECTION 1 SITE PLAN	
C1.2	- PARK MODEL SECTION 2A SITE PLAN	
C1.3	- PARK MODEL SECTION 2B SITE PLAN	
C1.4	- PARK MODEL SECTION 3 SITE PLAN	
C1.5	- PARK MODEL SECTION 4 SITE PLAN	
C1.6	- PARK MODEL SECTION 5 SITE PLAN	
C1.7	- CABINS SECTION 1 SITE PLAN	
C1.8	- CABINS SECTION 2 SITE PLAN	
C1.9	- OPEN MARKET SITE PLAN	
C1.10	- WEDDING CHAPEL & RESTAURANT SITE PLAN	
C1.11	- ICE HOUSE SITE PLAN	
C1.12	- DOLLAR GENERAL SITE PLAN	
C2.0	- NOT USED	
C3.0	- MASTER SITE PAVING PLAN	
C3.1	- PAVING PLAN	- PARK MODEL SECTION 1
C3.2	- PAVING PLAN	- PARK MODEL SECTION 2A
C3.3	- PAVING PLAN	- PARK MODEL SECTION 2B
C3.4	- PAVING PLAN	- PARK MODEL SECTION 3
C3.5	- PAVING PLAN	- PARK MODEL SECTION 4
C3.6	- PAVING PLAN	- PARK MODEL SECTION 5
C3.7	- PAVING PLAN	- CABINS SECTION 1
C3.8	- PAVING PLAN	- CABINS SECTION 2
C3.9	- PAVING PLAN	- OPEN MARKET
C3.10	- PAVING PLAN	- WEDDING CHAPEL & RESTAURANT
C3.11	- PAVING PLAN	- ICE HOUSE
C3.12	- PAVING PLAN	- DOLLAR GENERAL
C3.13+	- PAVING PLAN	- DETAILS AND SECTIONS
C4.0	- MASTER SITE GRADING PLAN	
C4.1	- GRADING PLAN	- PARK MODEL SECTION 1
C4.2	- GRADING PLAN	- PARK MODEL SECTION 2A
C4.3	- GRADING PLAN	- PARK MODEL SECTION 2B
C4.4	- GRADING PLAN	- PARK MODEL SECTION 3
C4.5	- GRADING PLAN	- PARK MODEL SECTION 4
C4.6	- GRADING PLAN	- PARK MODEL SECTION 5
C4.7	- GRADING PLAN	- CABINS SECTION 1
C4.8	- GRADING PLAN	- CABINS SECTION 2
C4.9	- GRADING PLAN	- OPEN MARKET
C4.10	- GRADING PLAN	- WEDDING CHAPEL & RESTAURANT
C4.11	- GRADING PLAN	- ICE HOUSE
C4.12	- GRADING PLAN	- DOLLAR GENERAL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHANDRA FRANKLIN WOMACK,P.E. 105994 STAMPED FOR CONSTRUCTION November 13, 2024

	8419 EMMETT F LOWRY EXPY TEXAS CITY, TX 77291 409-905-6200 Firm No. F-4632	2890 DEL PRADO BLVD. SUITE D CAPE CORAL, FL 33904 LICENSE #79207	CONCEPT PLAN ONLY: - THE PALMS - 345 S.H. 35 BYPASS, ROCKPORT, TX 78382	ARAN & FRANKLIN ENGINEERING, INC. REG. NO. F-4632	ISSUED FOR:	JOB NO.
					FOR REVIEW	22-CV035
						SHEET NUMBER
					ENGINEERED BY: CMW	C-0.0
					DRAWN BY: TAHGONP	

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MASTER SITE PLAN
SCALE: 1"=150'

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8419 EMMETT F LOWRY EXPY
TEXAS CITY, TX 77291
409-955-0200
Firm No. F-4632

2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

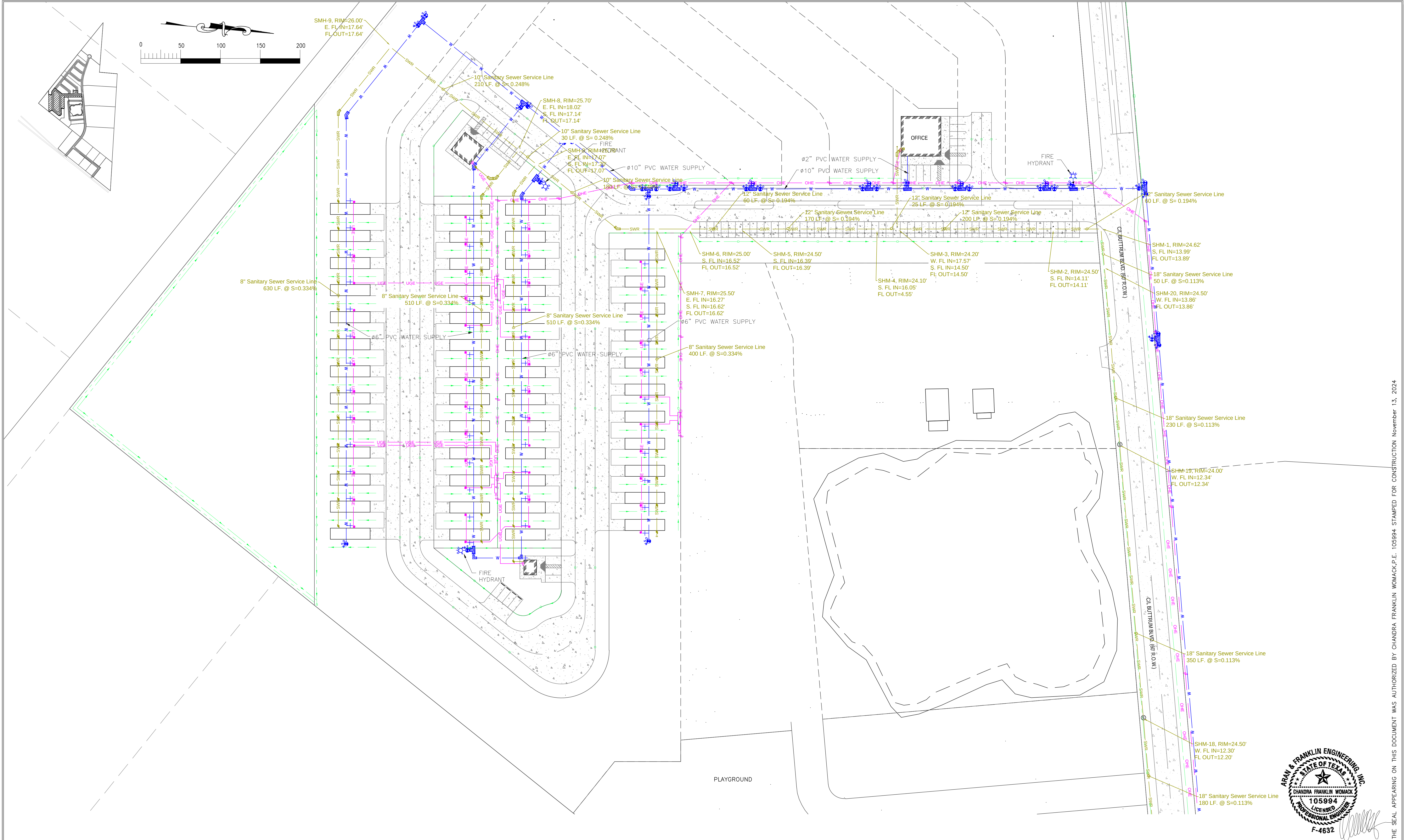
CONCEPT PLAN ONLY:
- THE PALMS -
345 S.H. 35 BYPASS, ROCKPORT, TX 78382

ISSUED FOR:	JOB NO.
FOR REVIEW	11/13/2024
ENGINEERED BY:	CMW
DRAWN BY:	TAH/GONP

ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

SHEET NUMBER
C-1.0

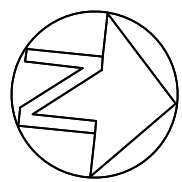
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SITE PLAN - PARK MODEL SECTION 1

SCALE: 1"=50'

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TEXAS CITY, TX 77291
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Firm No. F-4632

2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

CONCEPT PLAN ONLY:
- THE PALMS -
345 S.H. 35 BYPASS, ROCKPORT, TX 78382

ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

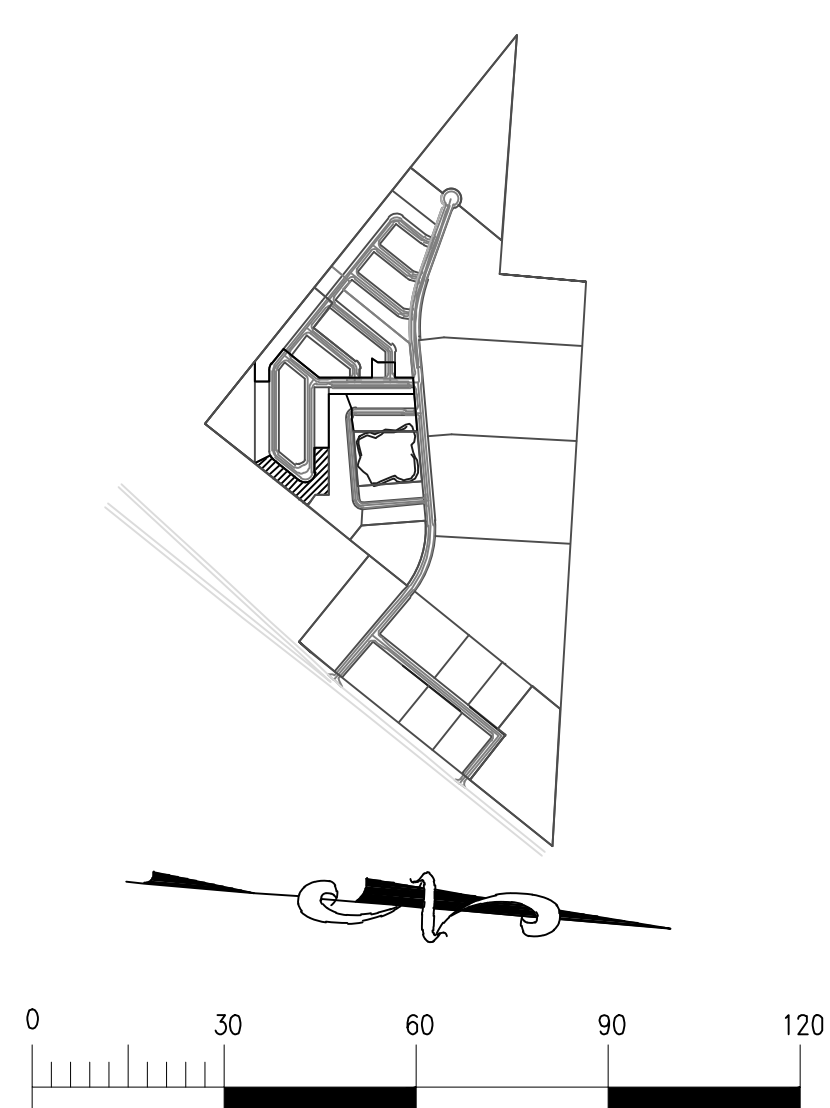
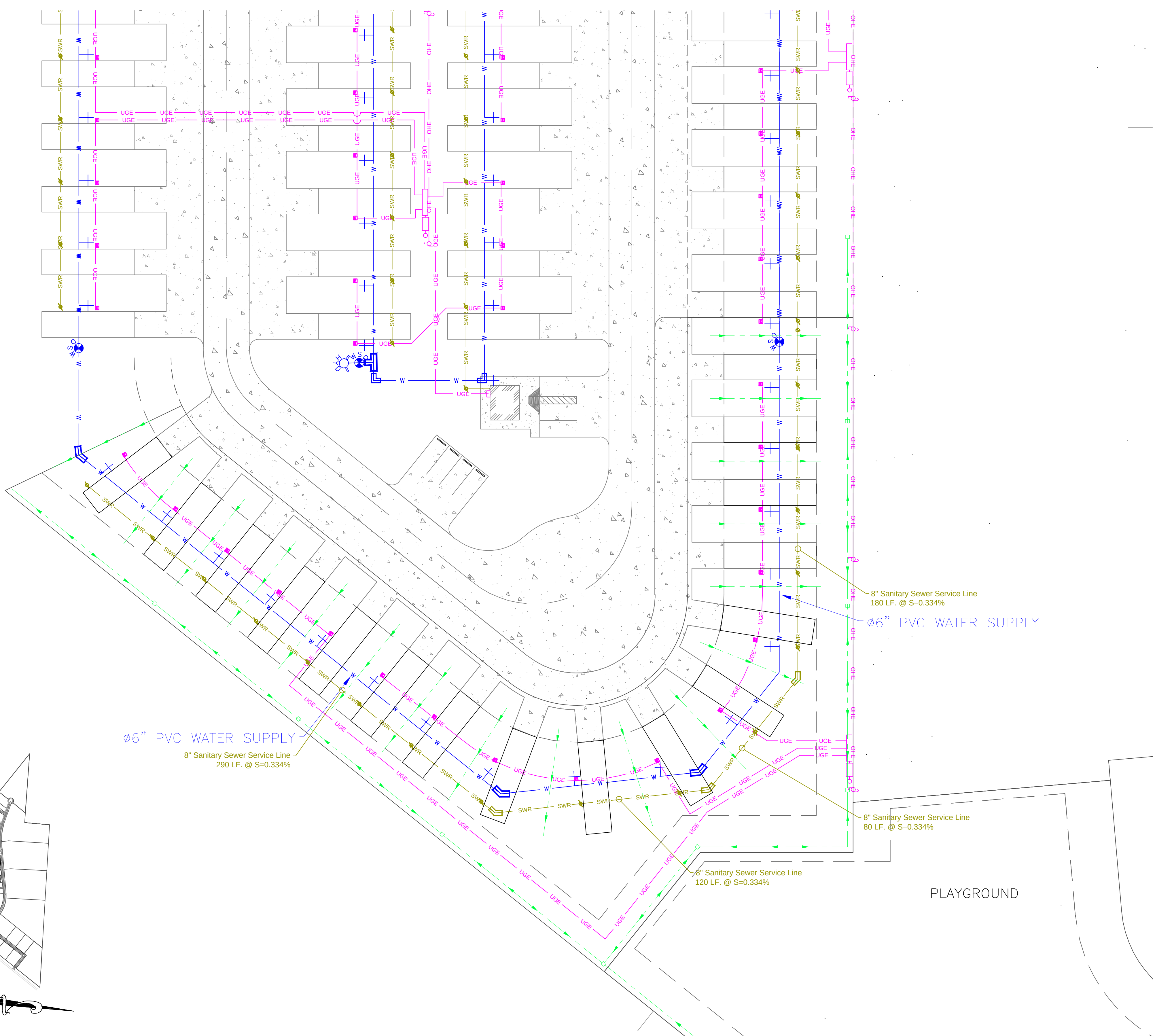
ISSUED FOR:	JOB NO.
FOR REVIEW	11/13/2024
ENGINEERED BY:	CMW
DRAWN BY:	TAH/GONP

SHEET NUMBER

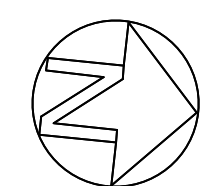
C-1.1



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SITE PLAN - PARK MODEL SECTION 2A
SCALE: 1"=30'



8419 EMMETT F LOWRY EXPY
TEXAS CITY, TX 77291
409-905-0200
Firm No. F-4632

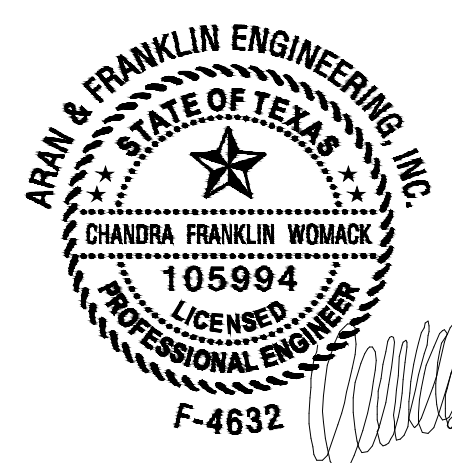
2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

CONCEPT PLAN ONLY:
- THE PALMS -
345 S.H. 35 BYPASS, ROCKPORT, TX 78382

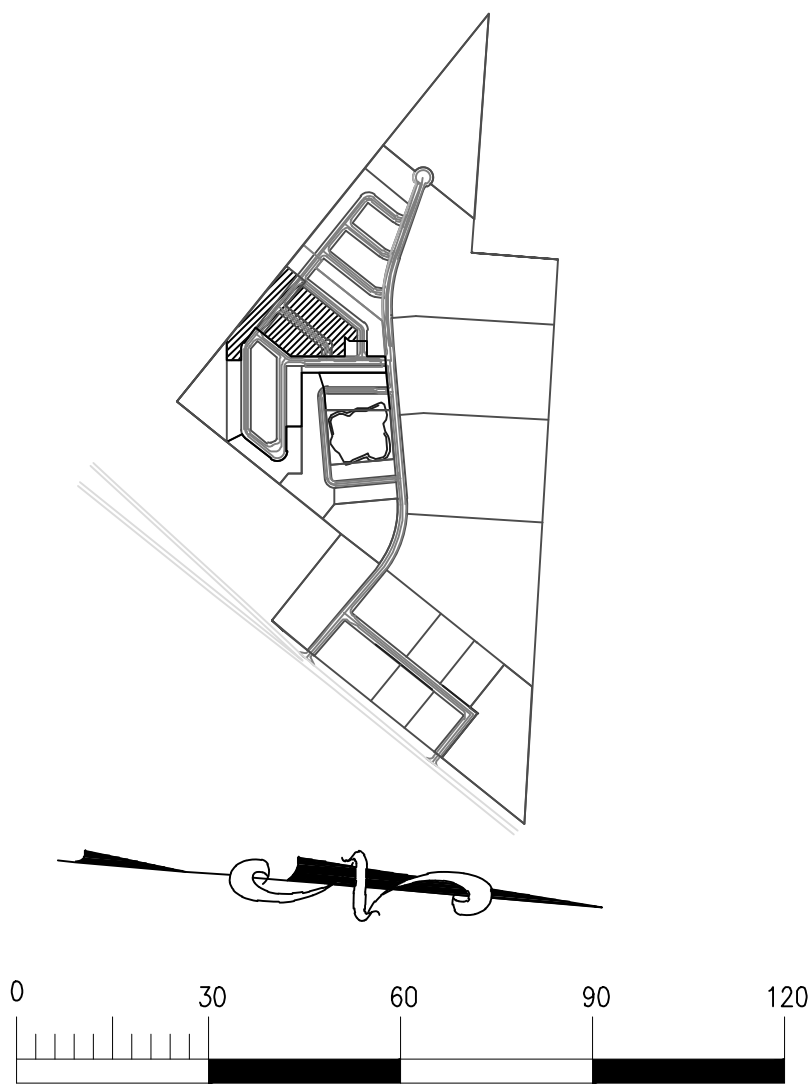
ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

ISSUED FOR:	
FOR REVIEW	11/13/2024
ENGINEERED BY:	
DRAWN BY:	TAH/GONP

JOB NO.	22-CV035
SHEET NUMBER	
C-1.2	



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SMH-9, RIM=26.00'
W. FL IN=19.92'
E. FL IN=17.64'
FL OUT=17.64'

Ø6" PVC WATER SUPPLY

Ø10" PVC WATER SUPPLY

8" Sanitary Sewer Service Line
470 LF. @ S=0.334%

Ø6" PVC WATER SUPPLY

6" Sanitary Sewer Service Line
240 LF. @ S=1.0%

Ø6" PVC WATER SUPPLY

Ø4" PVC WATER SUPPLY

6" Sanitary Sewer Service Line
305 LF. @ S=1.0%

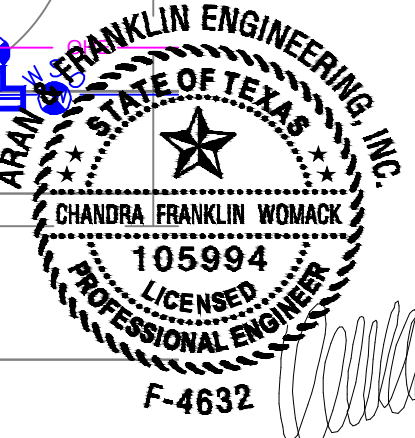
SHM-6, RIM=25.00'
S. FL IN=16.52'
W. FL IN=18.11'
FL OUT=16.52'

SHM-5, RIM=24.50'
S. FL IN=16.17'
W. FL IN=18.30'
FL OUT=16.17'

Sanitary Sewer Service Lines
84 LF. @ S=1.0%

Ø10" PVC WATER SUPPLY

OFFICE



SITE PLAN - PARK MODEL SECTION 2B
SCALE: 1"=30'



2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

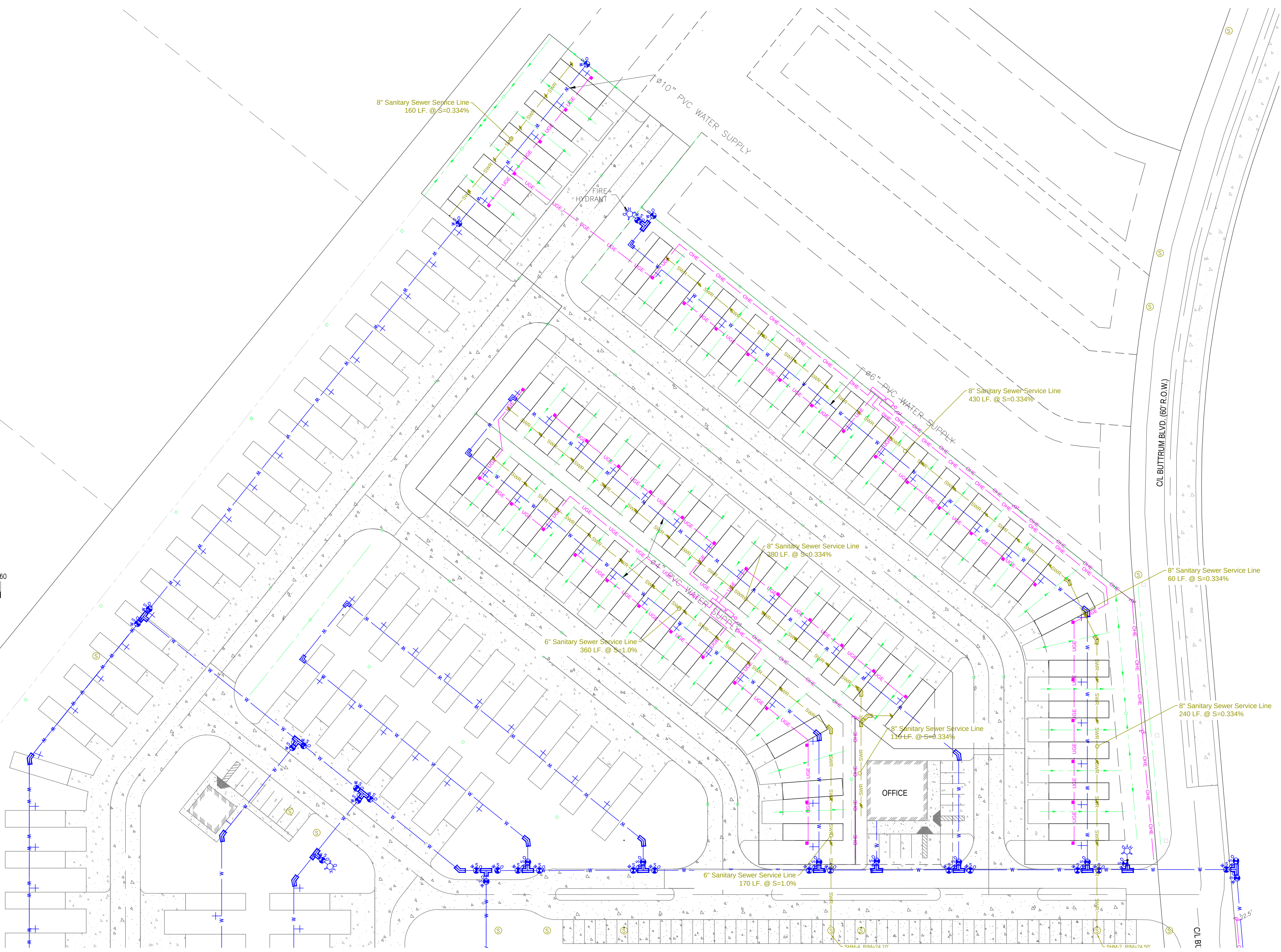
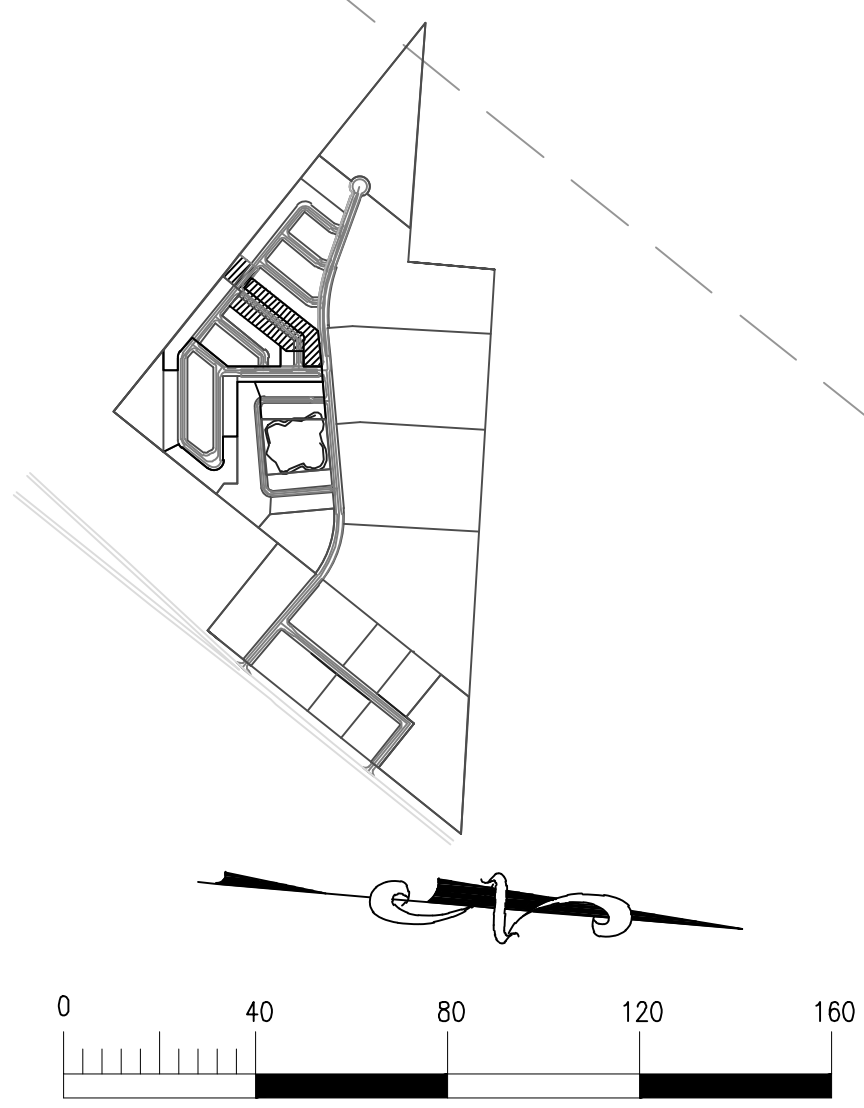
CONCEPT PLAN ONLY:
- THE PALMS -
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REG. NO. F-4632

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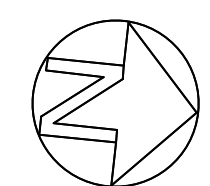
SHEET NUMBER
C-1.3

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SITE PLAN - PARK MODEL SECTION 3
SCALE: 1"=40'

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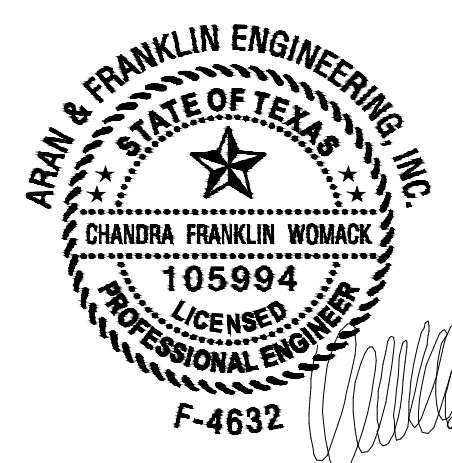
2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

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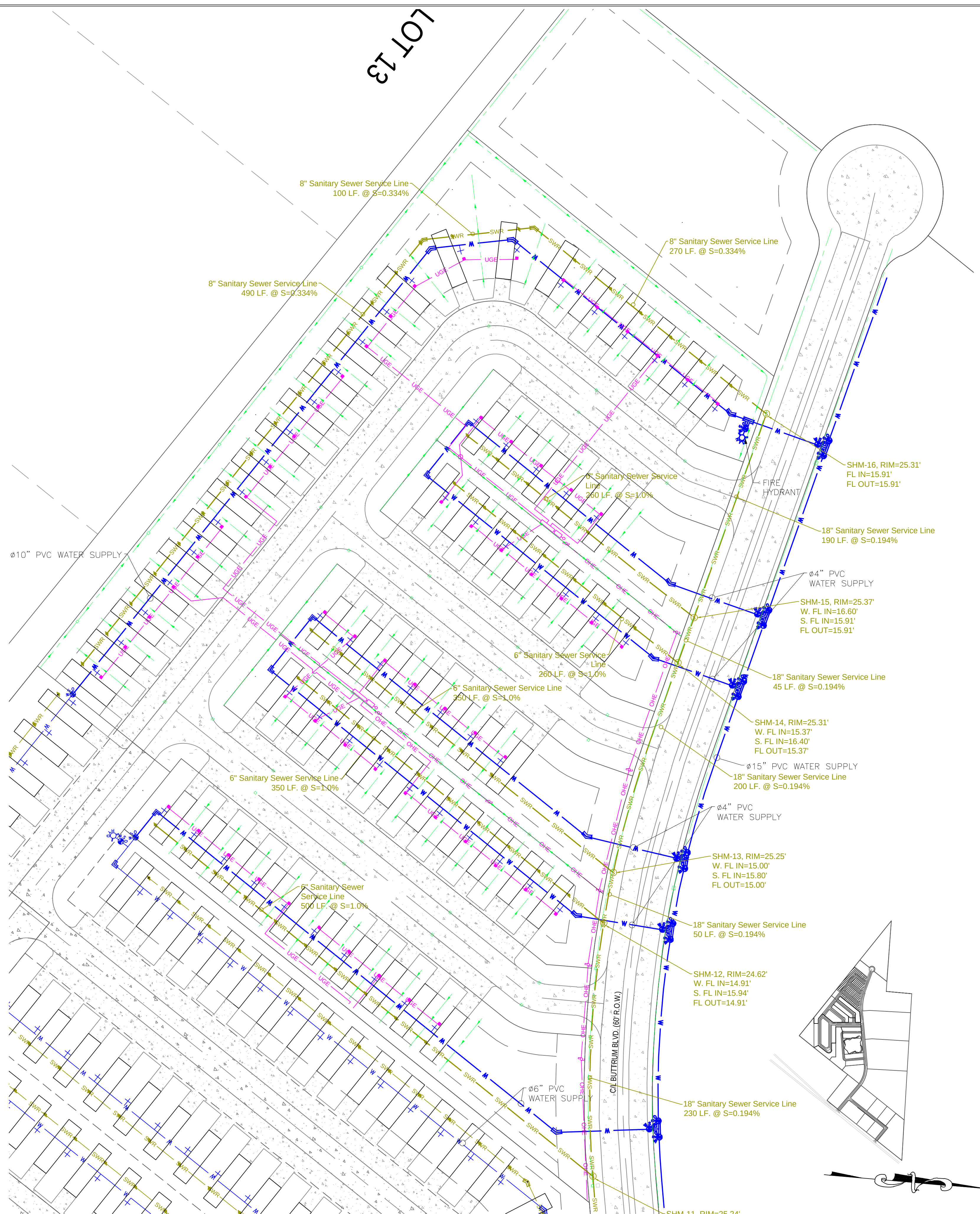
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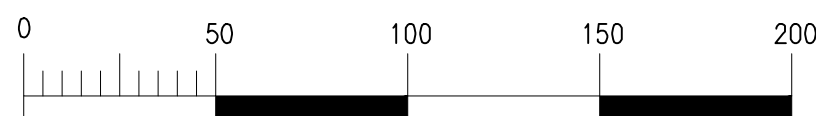
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LOT 13



SITE PLAN - PARK MODEL SECTION 4

SCALE: 1"=50'



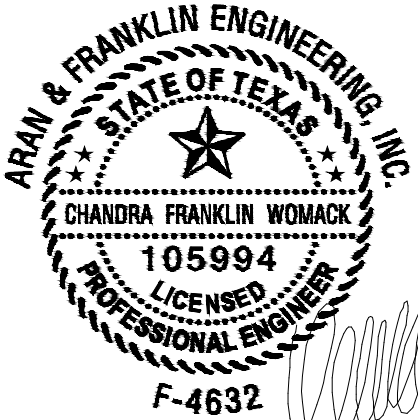
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TEXAS CITY, TX 77291
409-905-0200
Firm No. F-4632

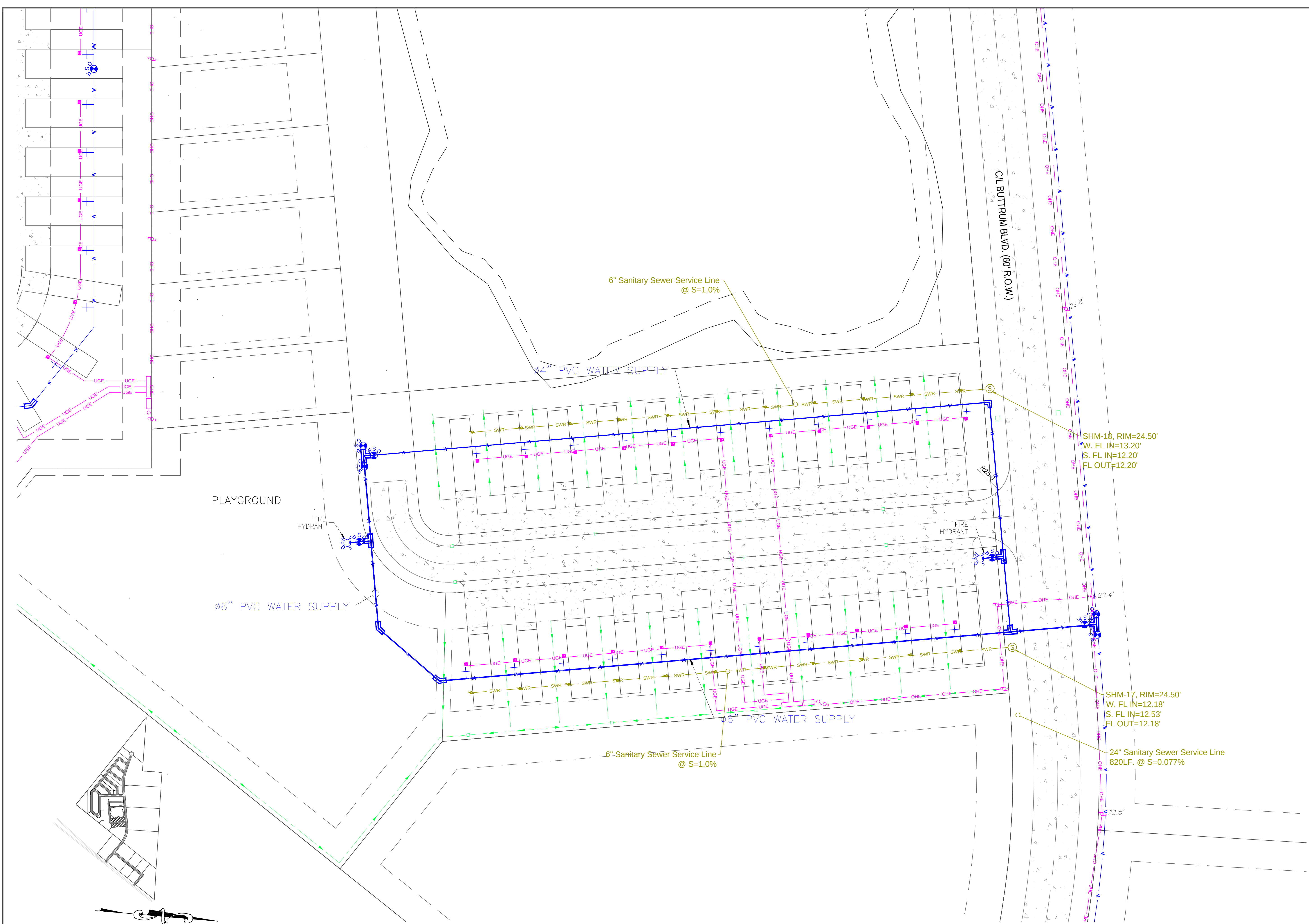
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SITE PLAN - PARK MODEL SECTION 5

SCALE: 1"=30'

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LICENSE #79207

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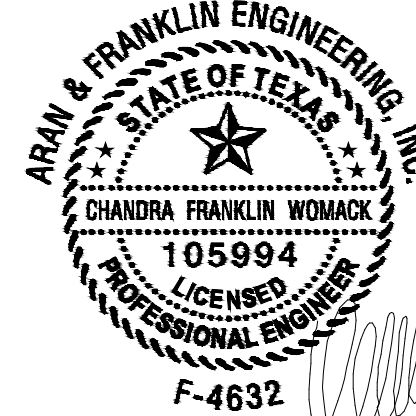
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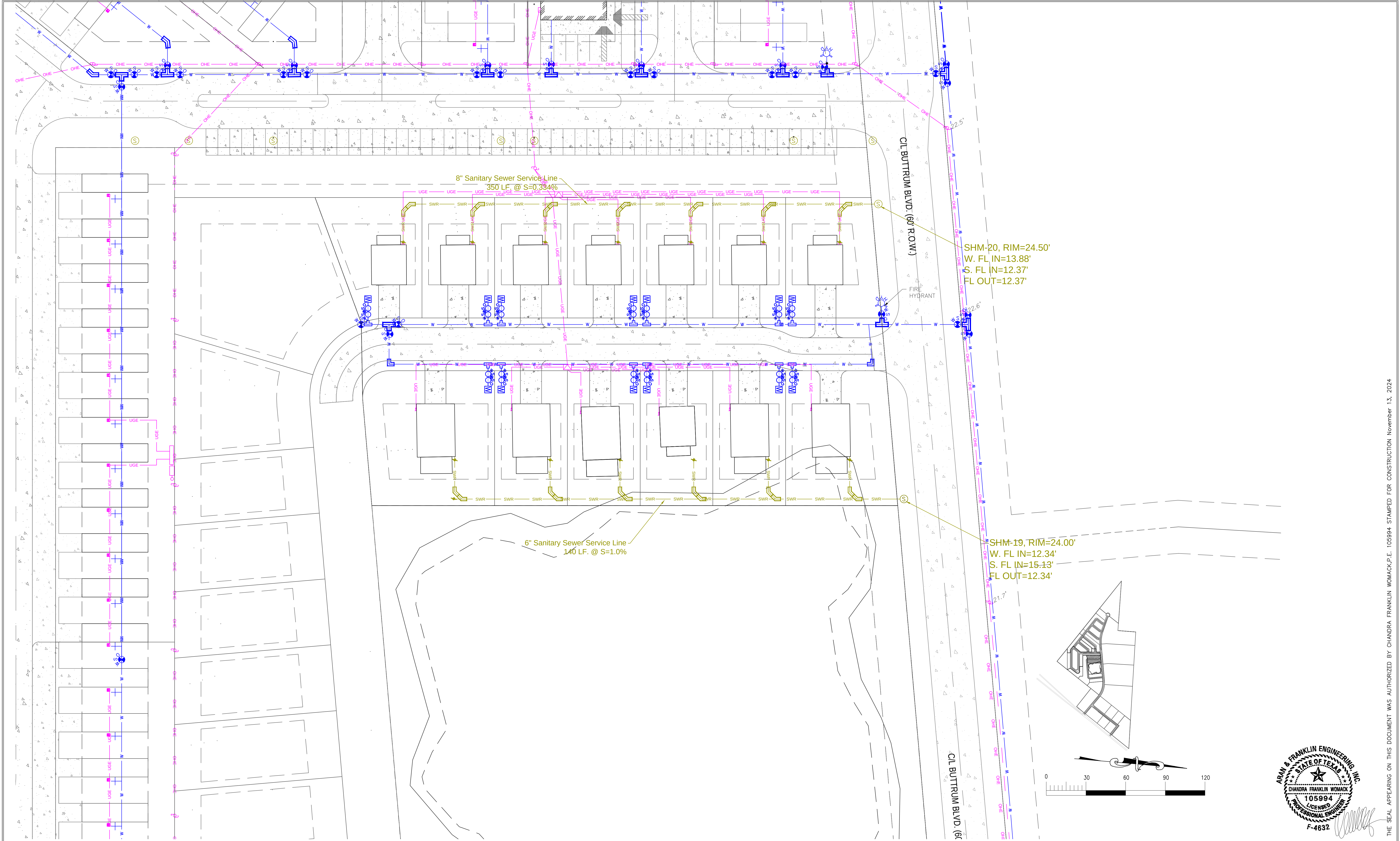
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SITE PLAN - CABINS SECTION 1

SCALE: 1"=30'

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CAPE CORAL, FL 33904
LICENSE #79207

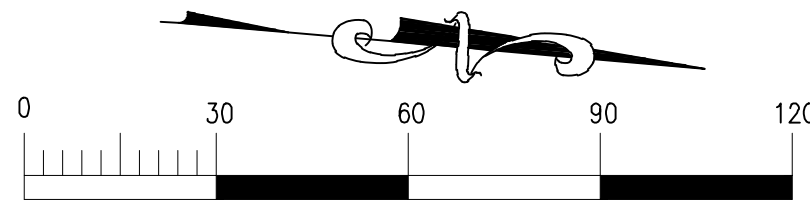
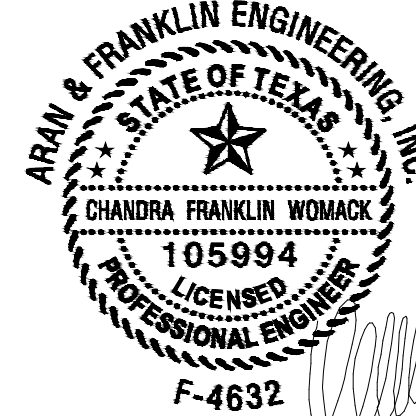
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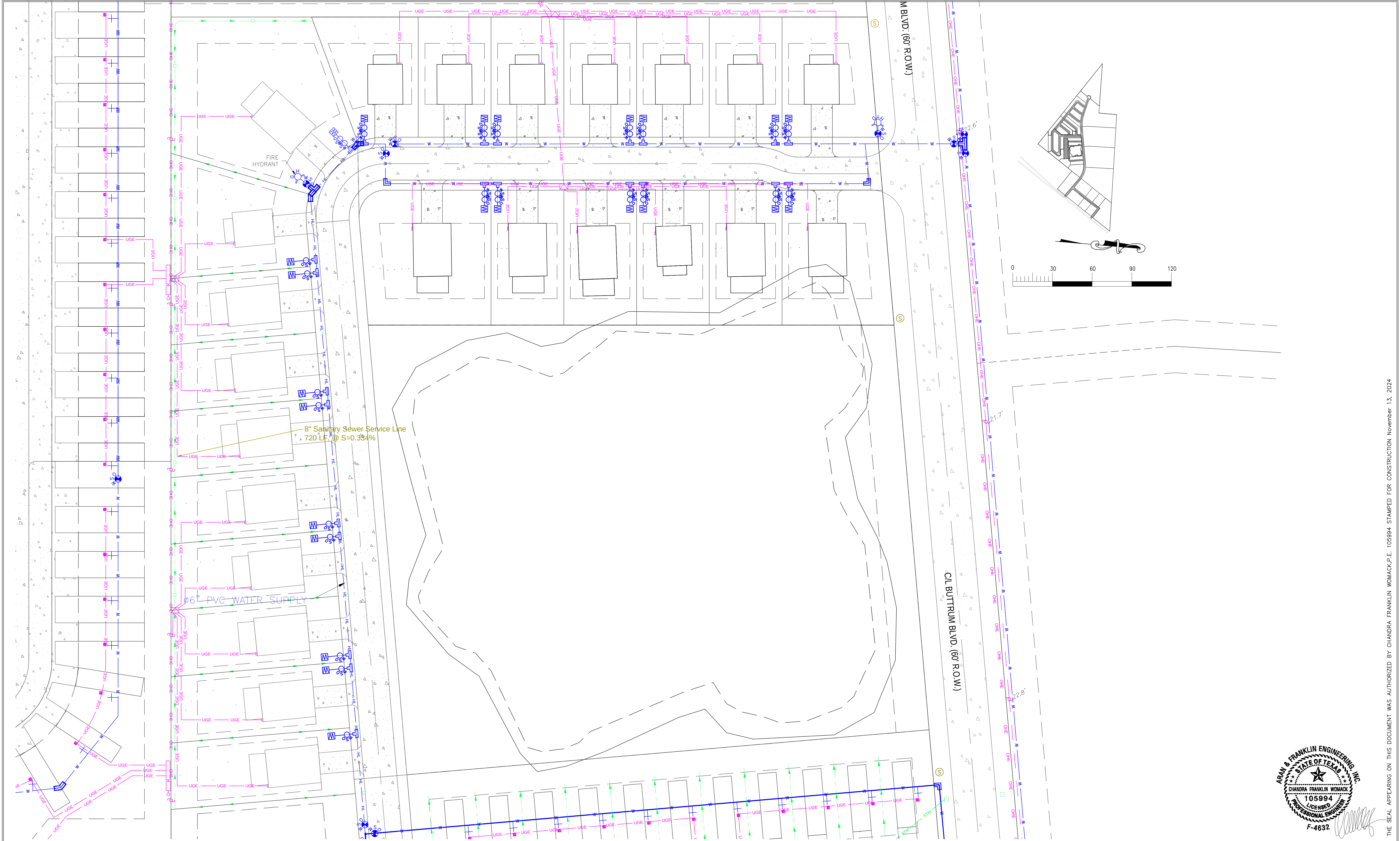
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SITE PLAN - CABIN SECTION 2
SCALE: 1"=30'

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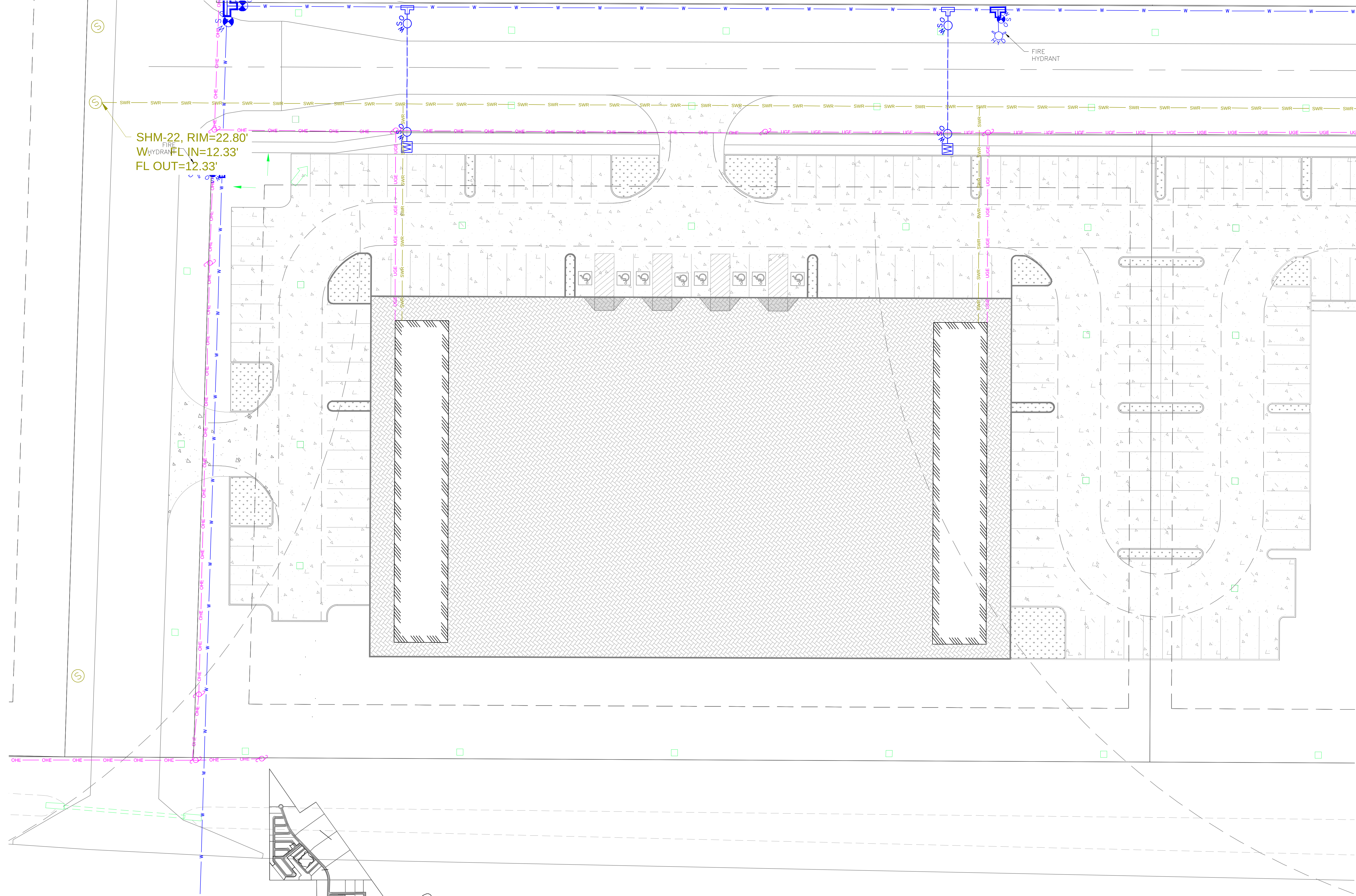
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SHEET NUMBER

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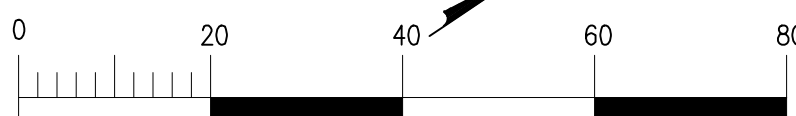


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SHM-22, RIM=22.80'
FIRE
W_{HYDRANT} FL IN=12.33'
FL OUT=12.33'

SITE PLAN - OPEN MARKET
SCALE: 1"=20'



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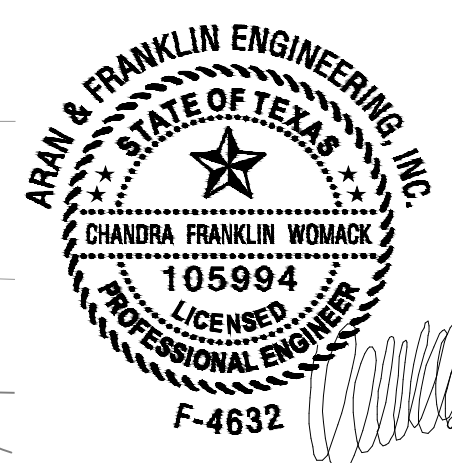
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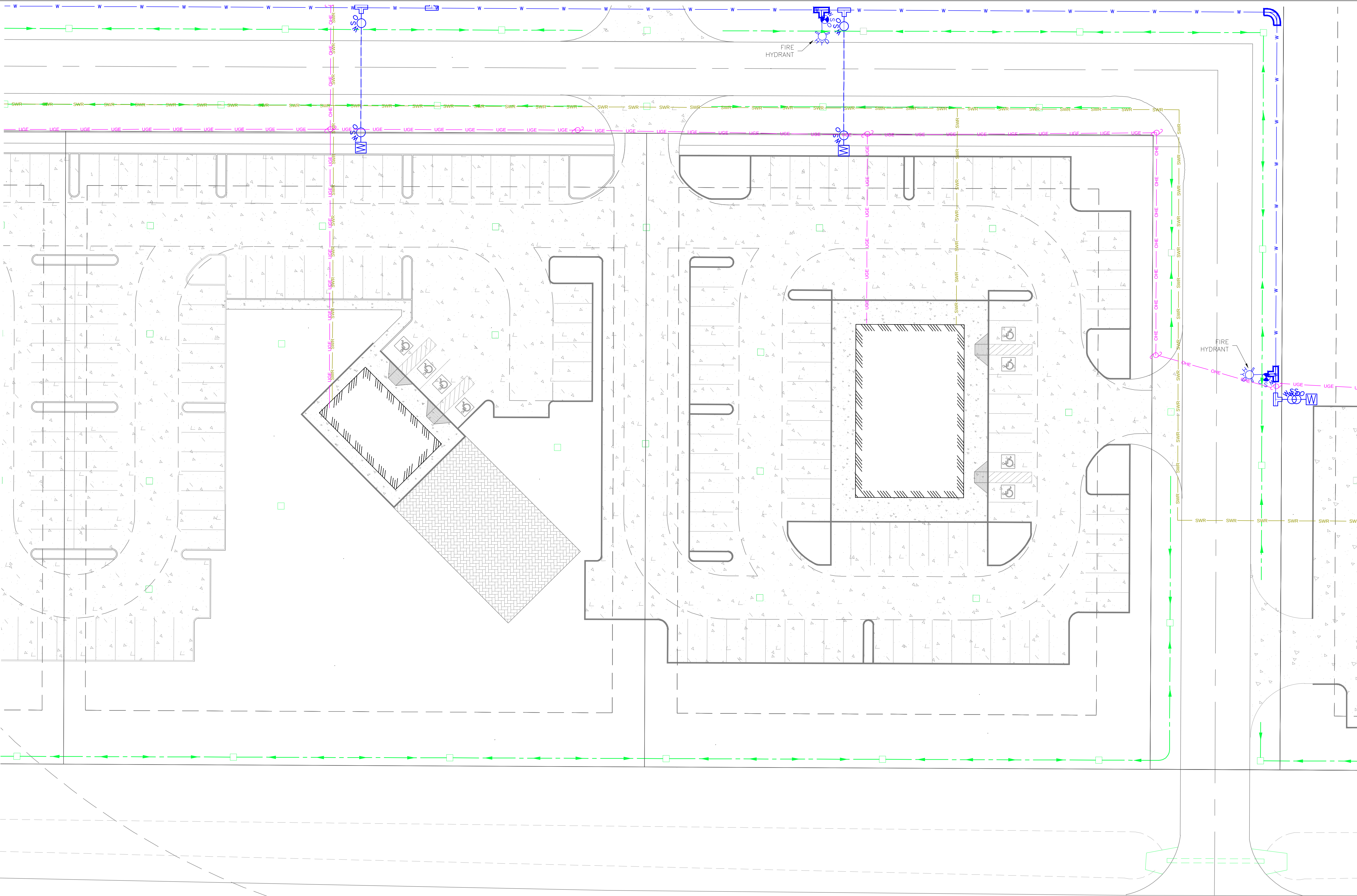
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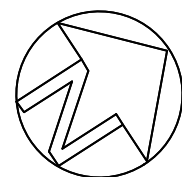
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SITE PLAN - WEDDING CHAPEL & RESTAURANT
SCALE: 1"=20'



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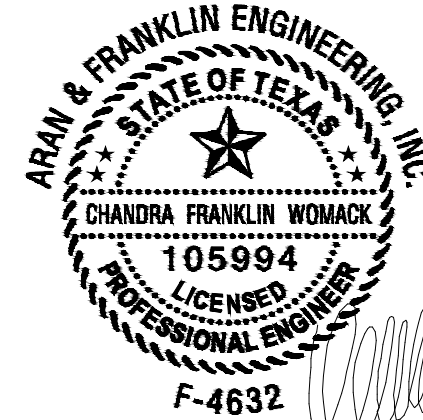
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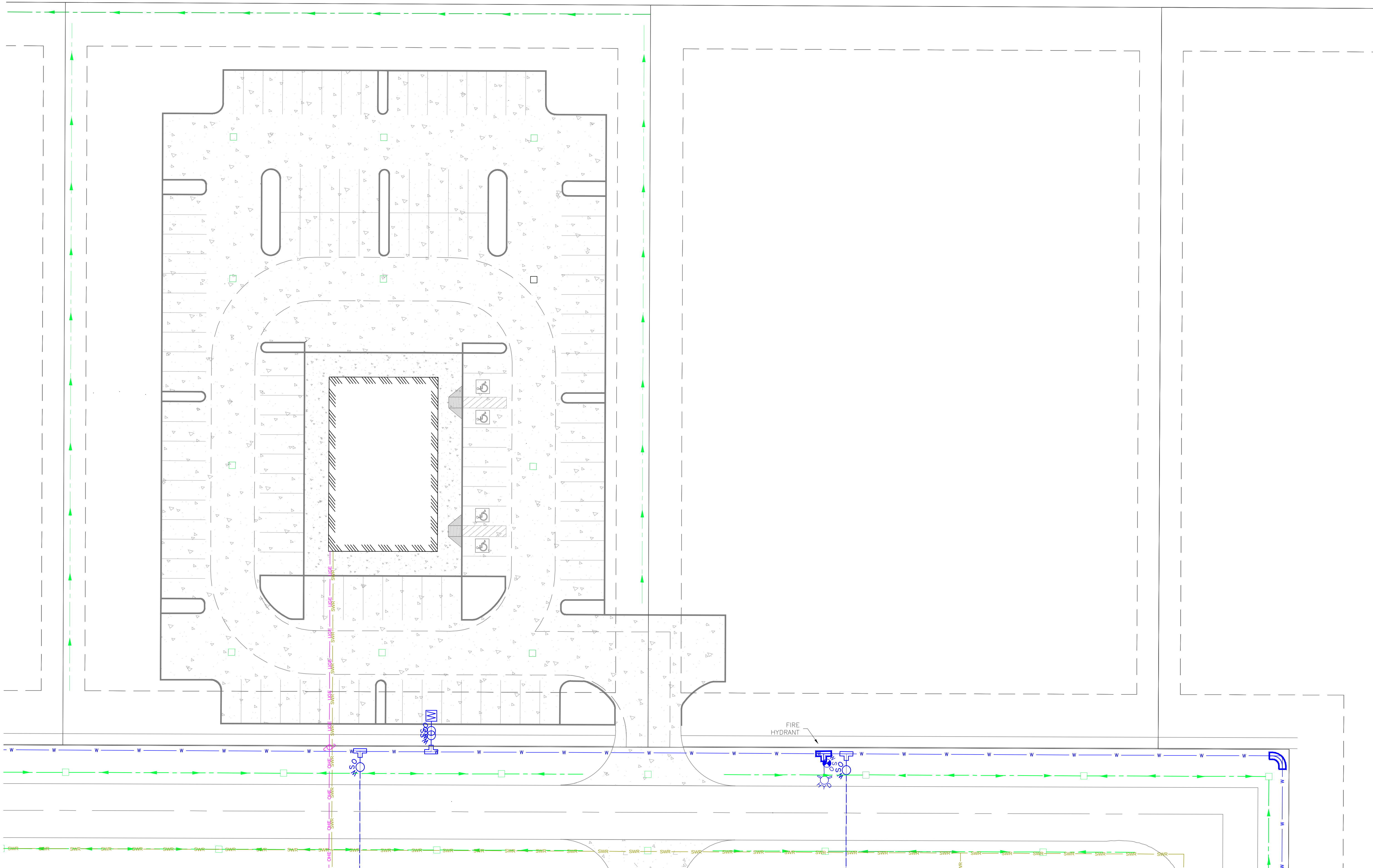
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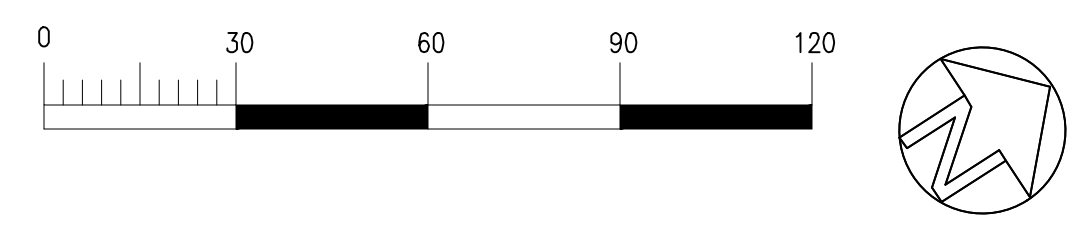
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SITE PLAN - ICE HOUSE
SCALE: 1"=20'



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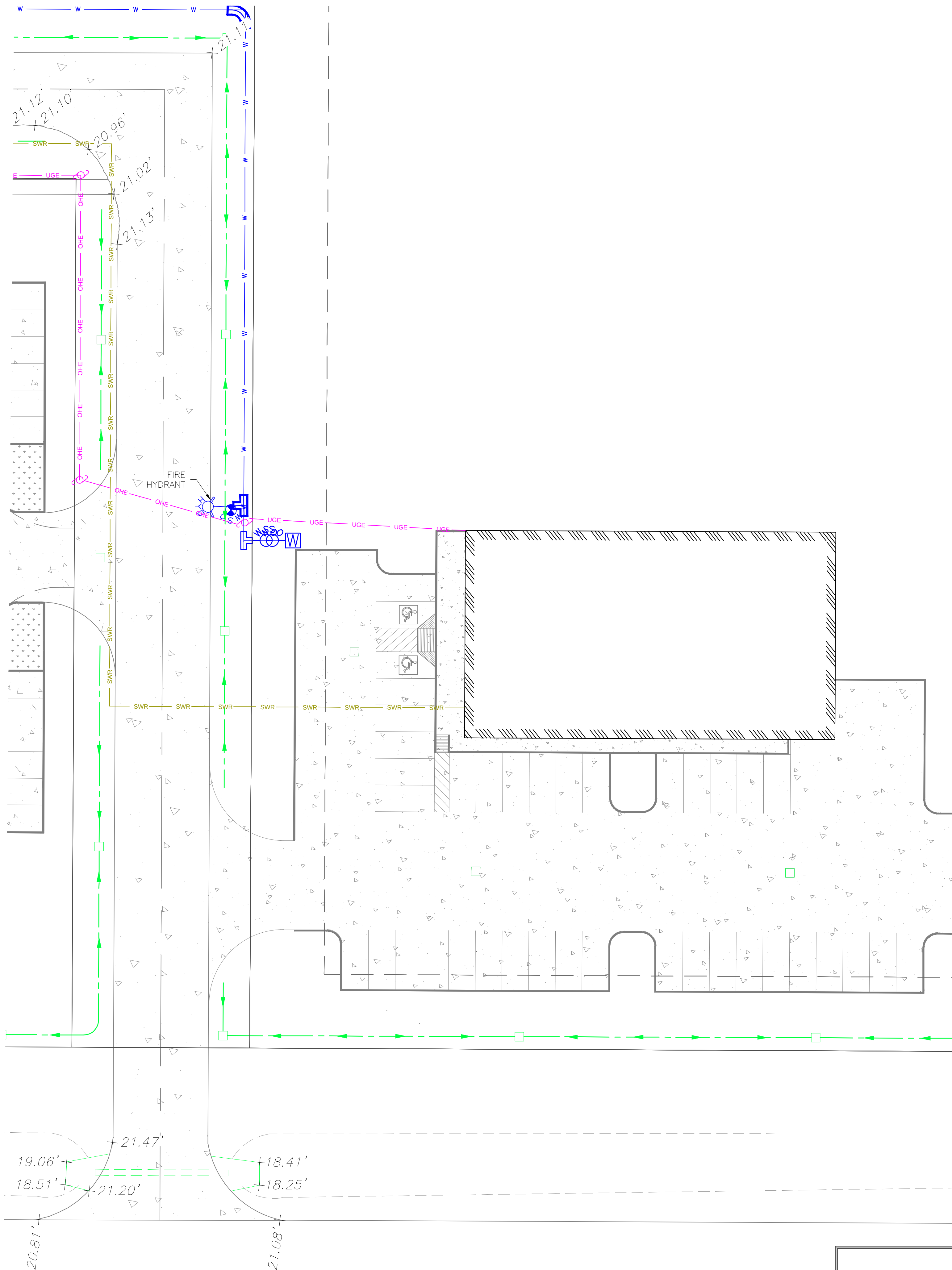
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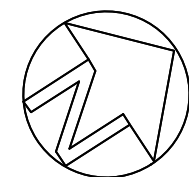
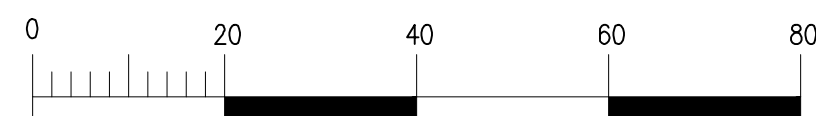
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SITE PLAN - DOLLAR GENERAL

SCALE: 1"=20'



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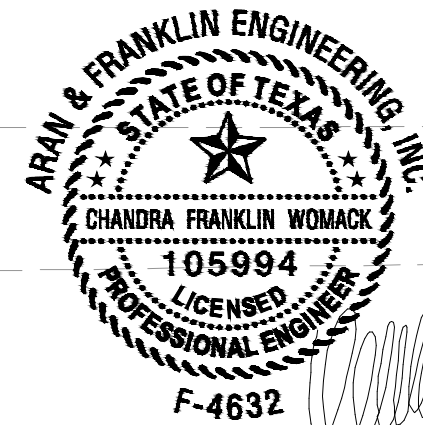
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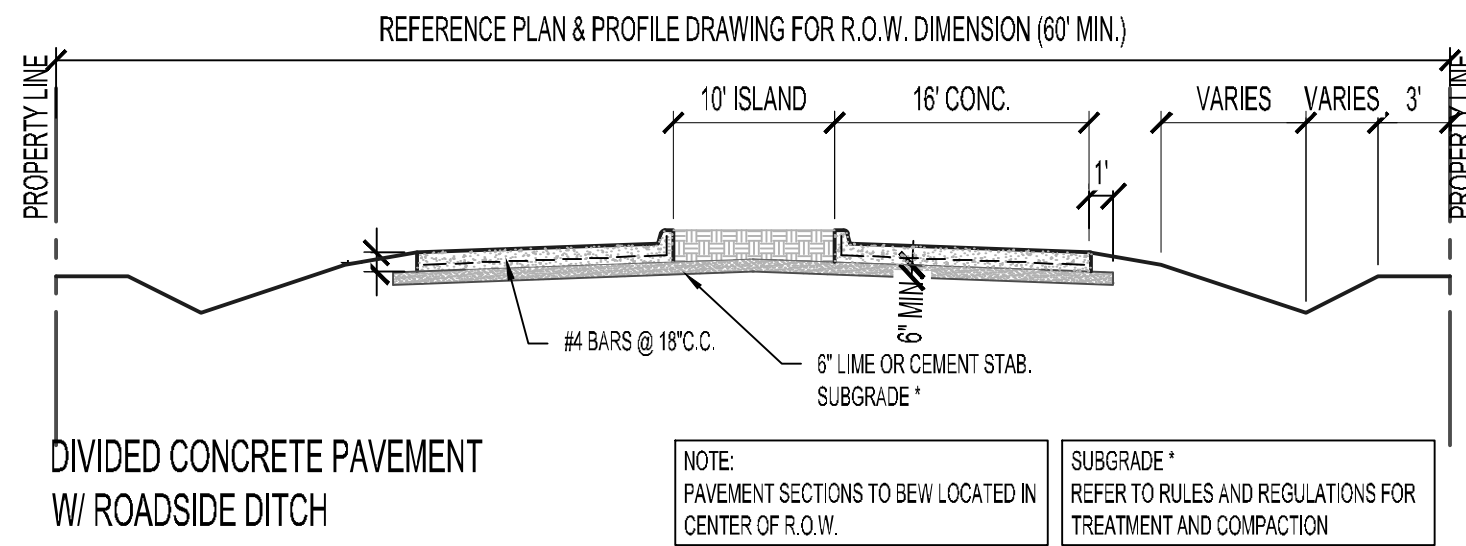
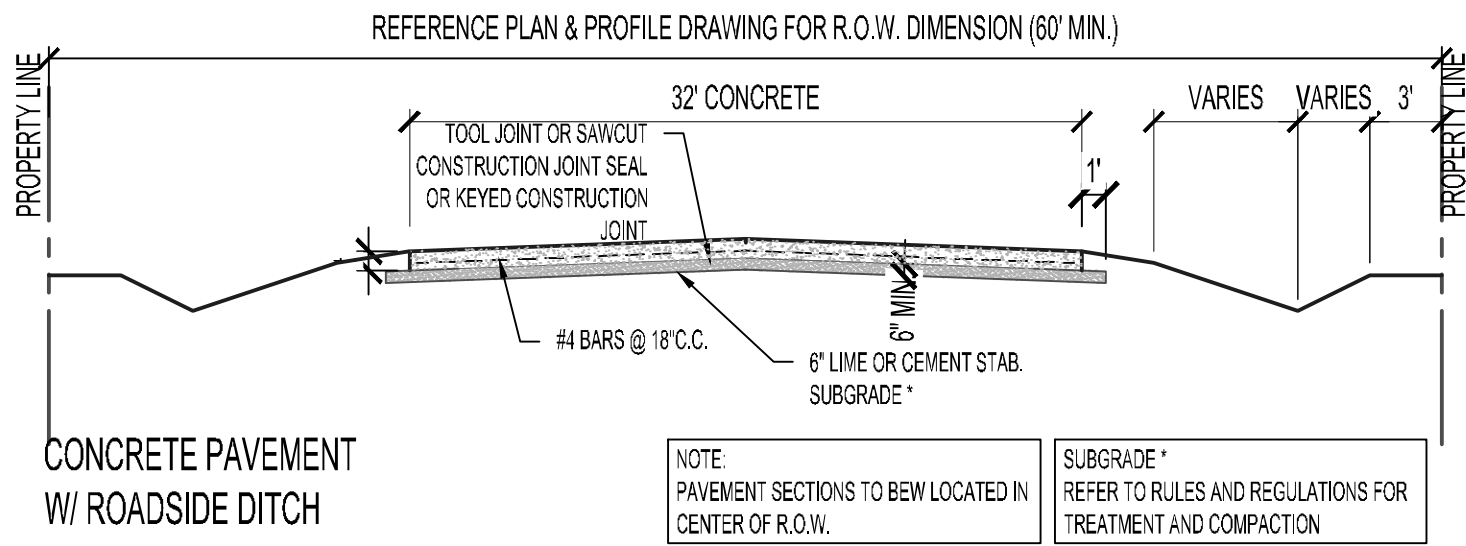
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- General Paving Notes:
1. Driveway paving is to be a minimum of 4" thick minimum 3,000 psi concrete @ 28 days reinforced w/ #3 rebar @ 18" o.c.e.w. or 6" w.w. wl.
 2. Road paving to be minimum of 1 1/2" hot-mix asphalt topper over 8" gravel or crushed concrete and 6" of lime stabilized subgrade compacted to 95%. Contractor may also abide by the construction standards of Galveston County



LOT 13

MASTER SITE PAVING PLAN

SCALE: 1"=120'



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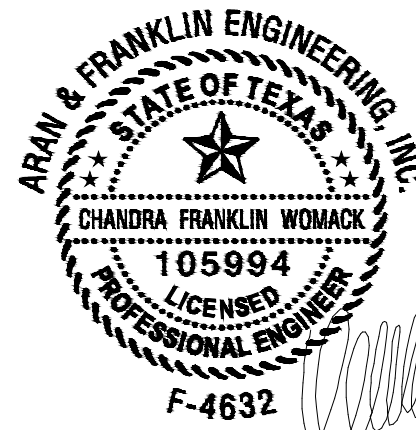
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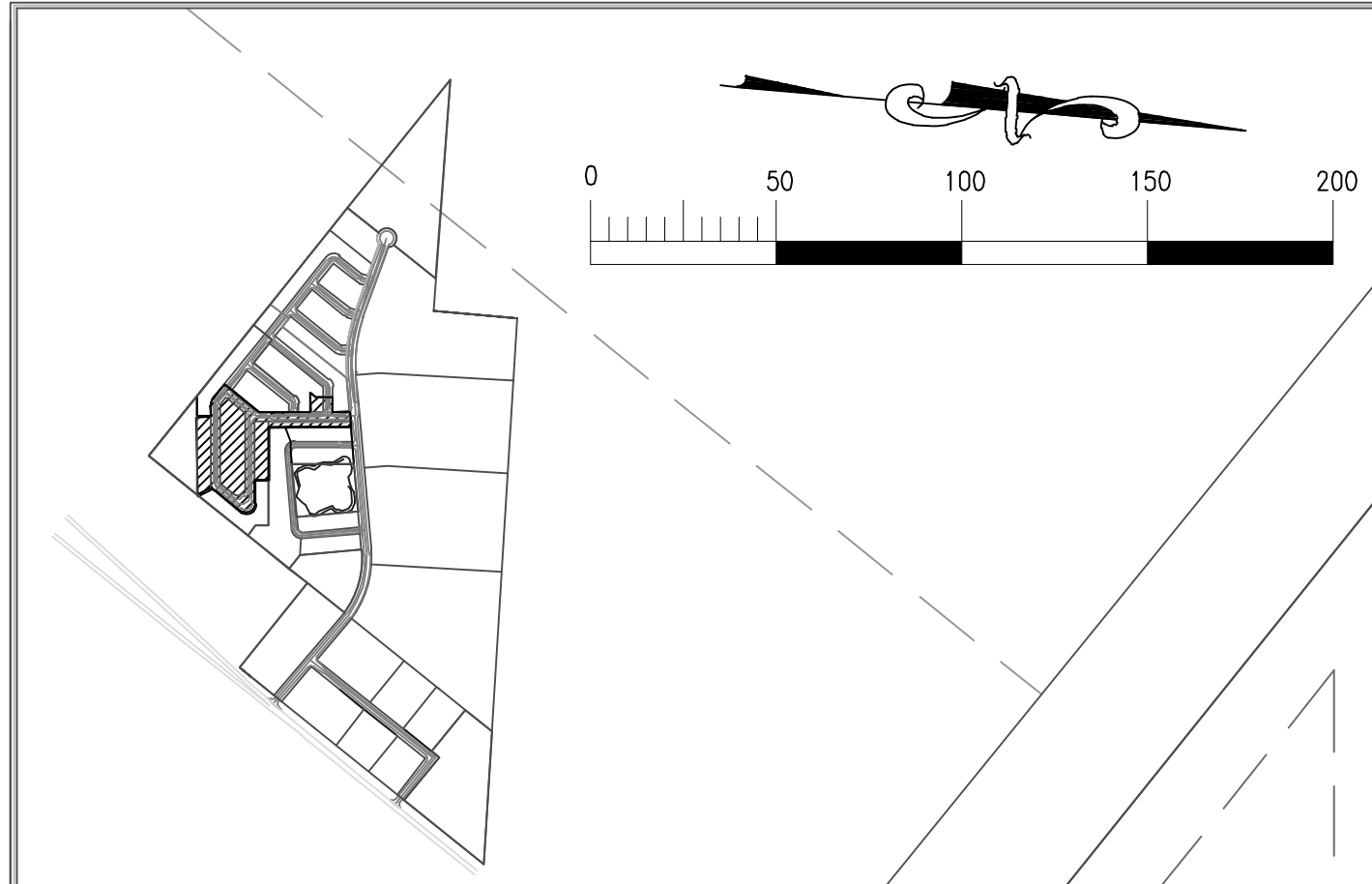
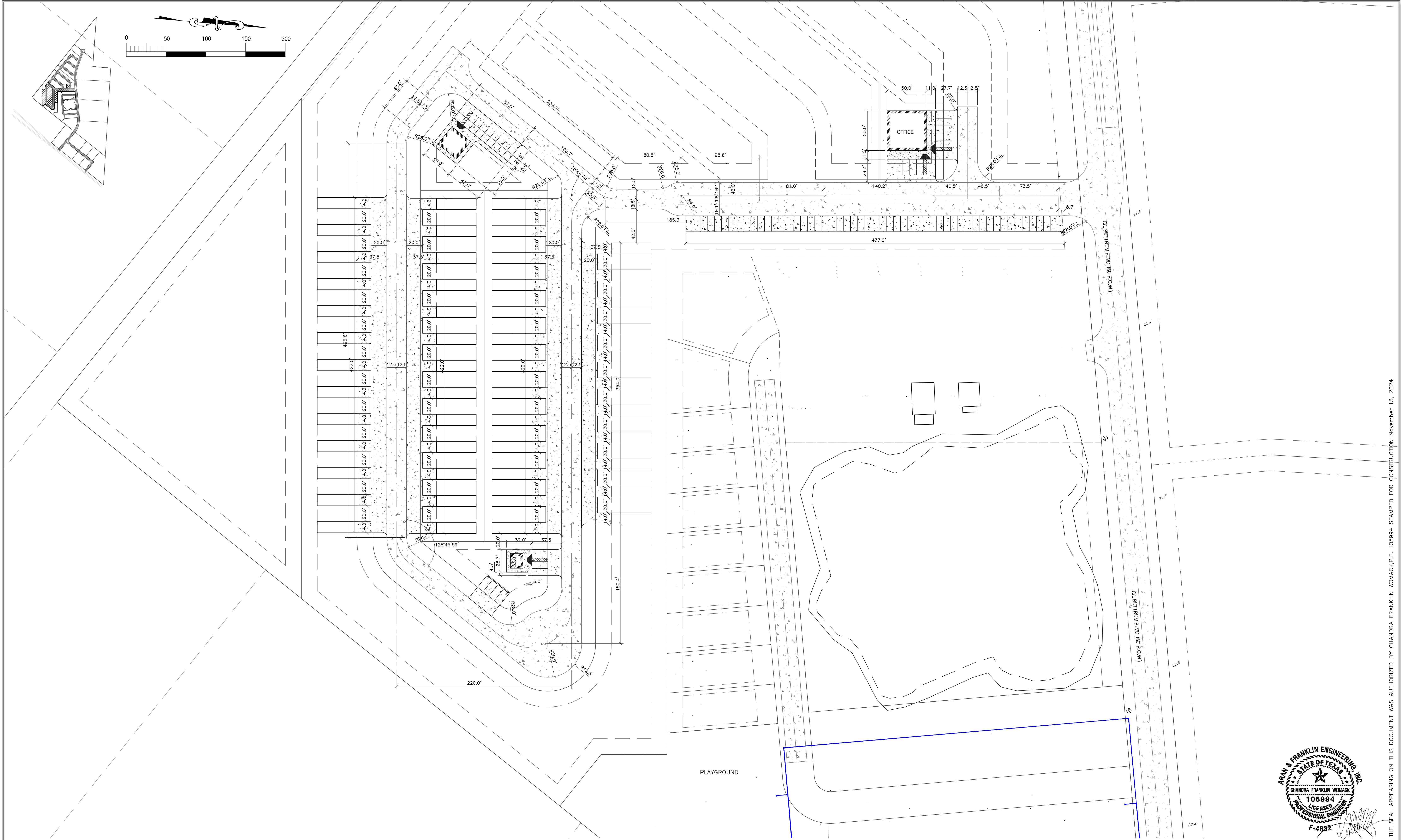
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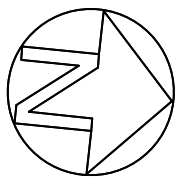
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PAVING PLAN - PARK MODEL SECTION 1

SCALE: 1"=50'

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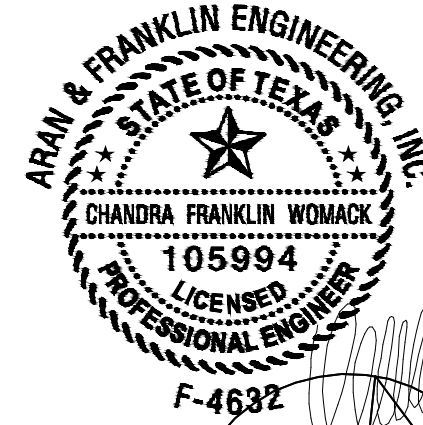
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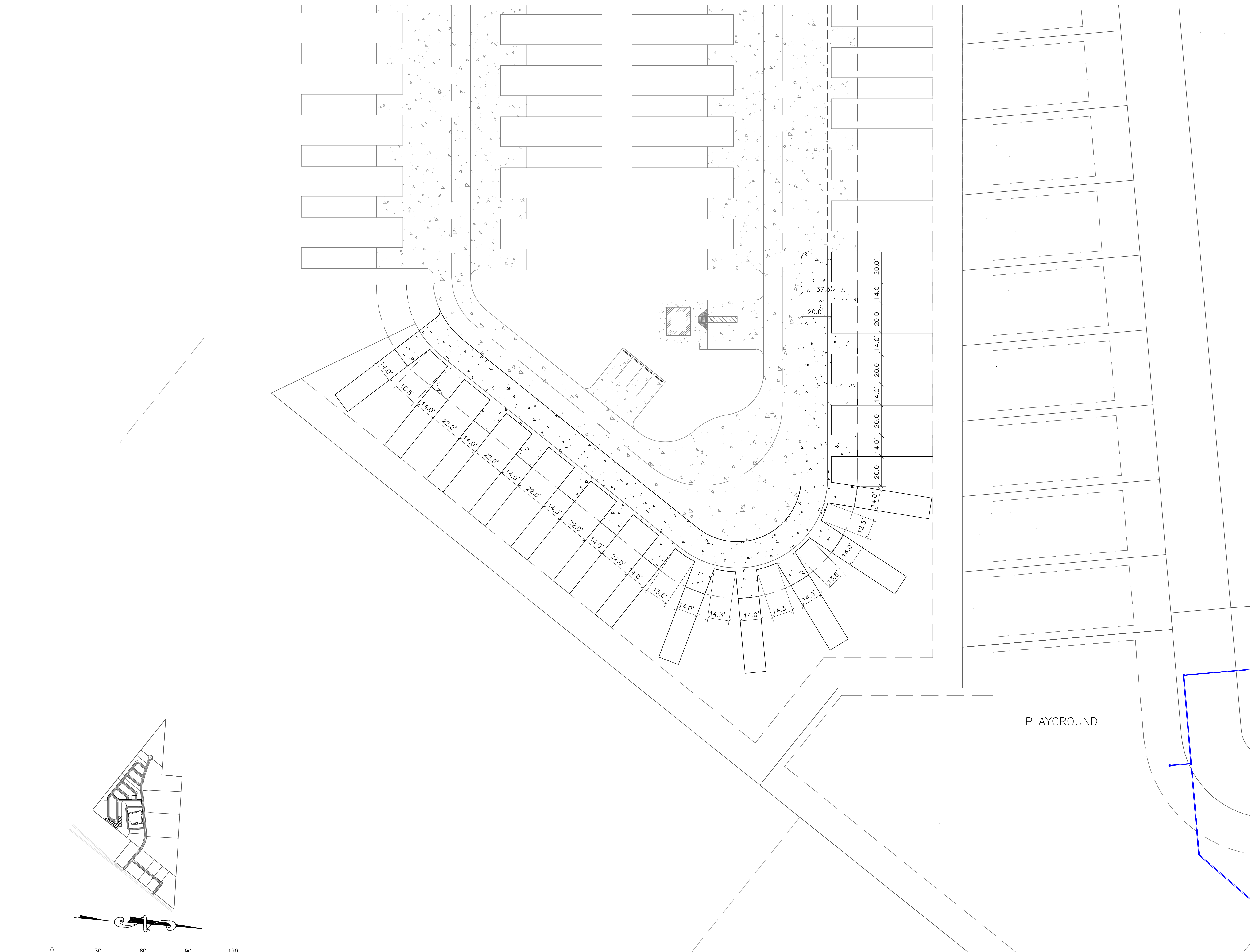
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SHEET NUMBER	
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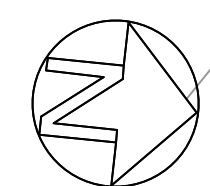


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PAVING PLAN - PARK MODEL SECTION 2A

SCALE: 1"=30'



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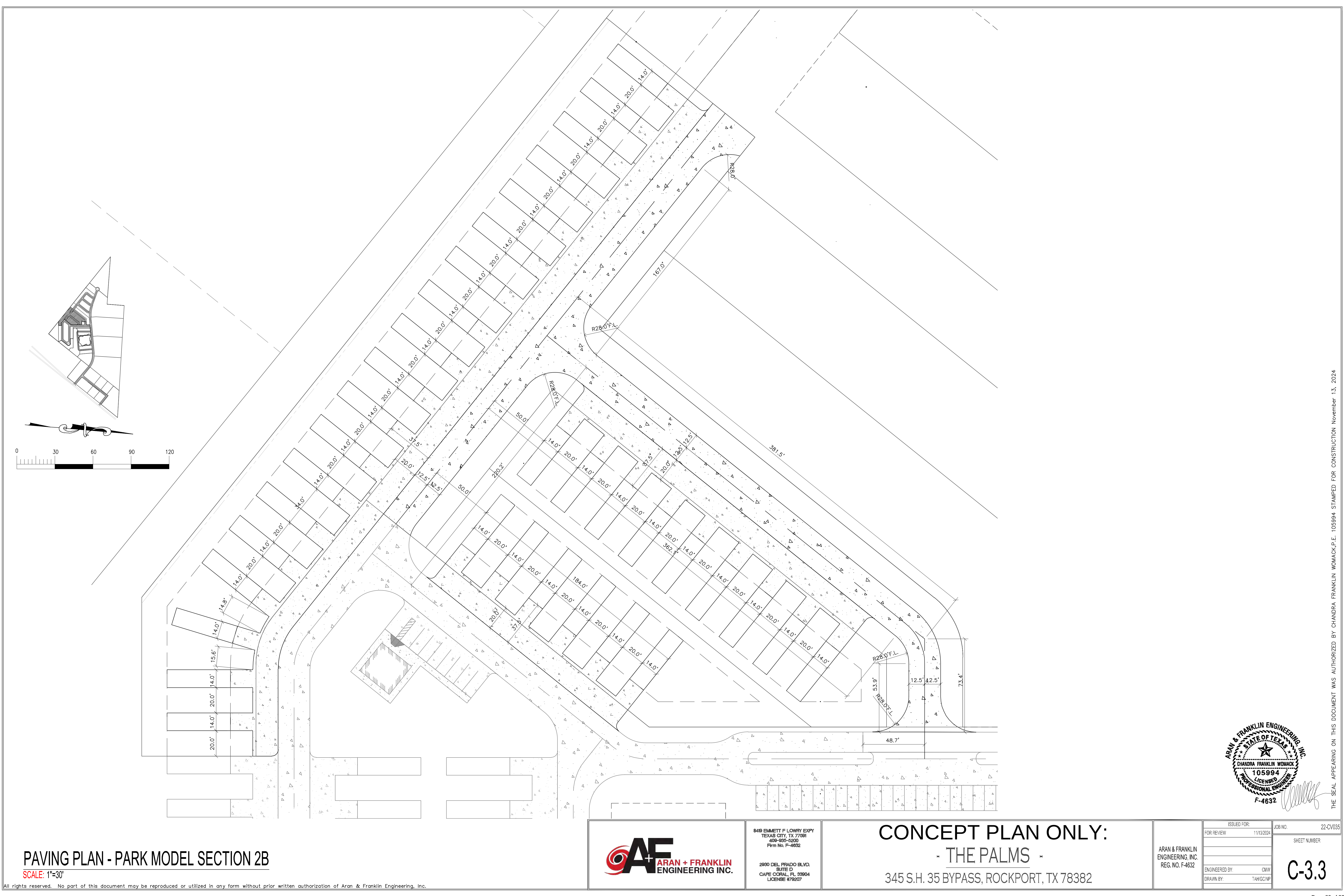
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PAVING PLAN - PARK MODEL SECTION 2B

SCALE: 1"=30'

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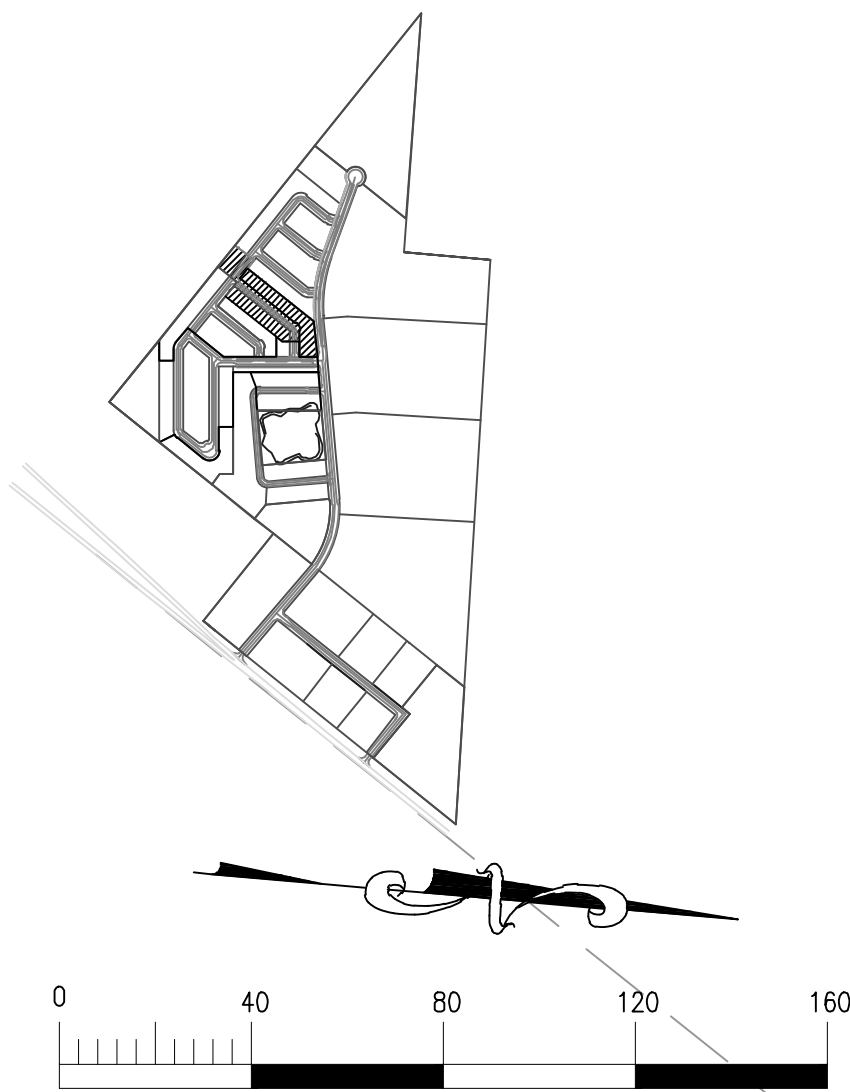
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[Signature]

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PAVING PLAN - PARK MODEL SECTION 3

SCALE: 1"=40'

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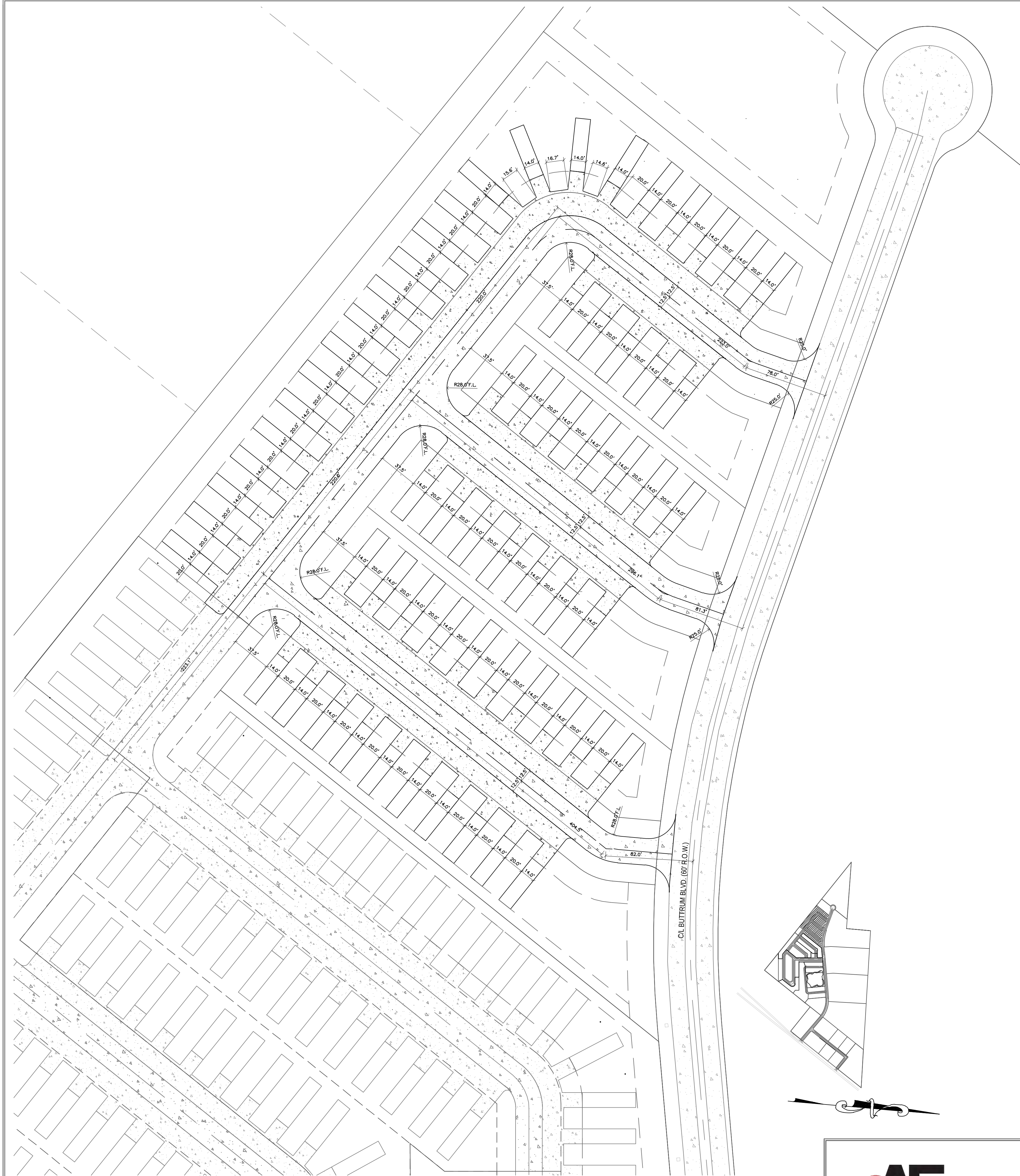
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PAVING PLAN - PARK MODEL SECTION 4
SCALE: 1"=50'

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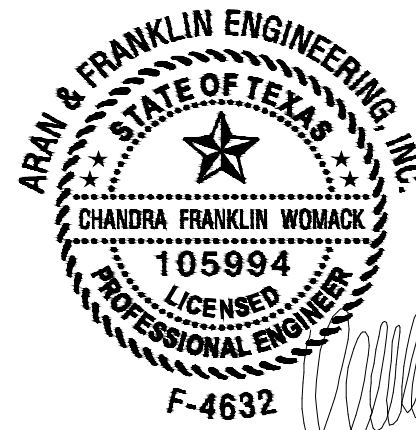
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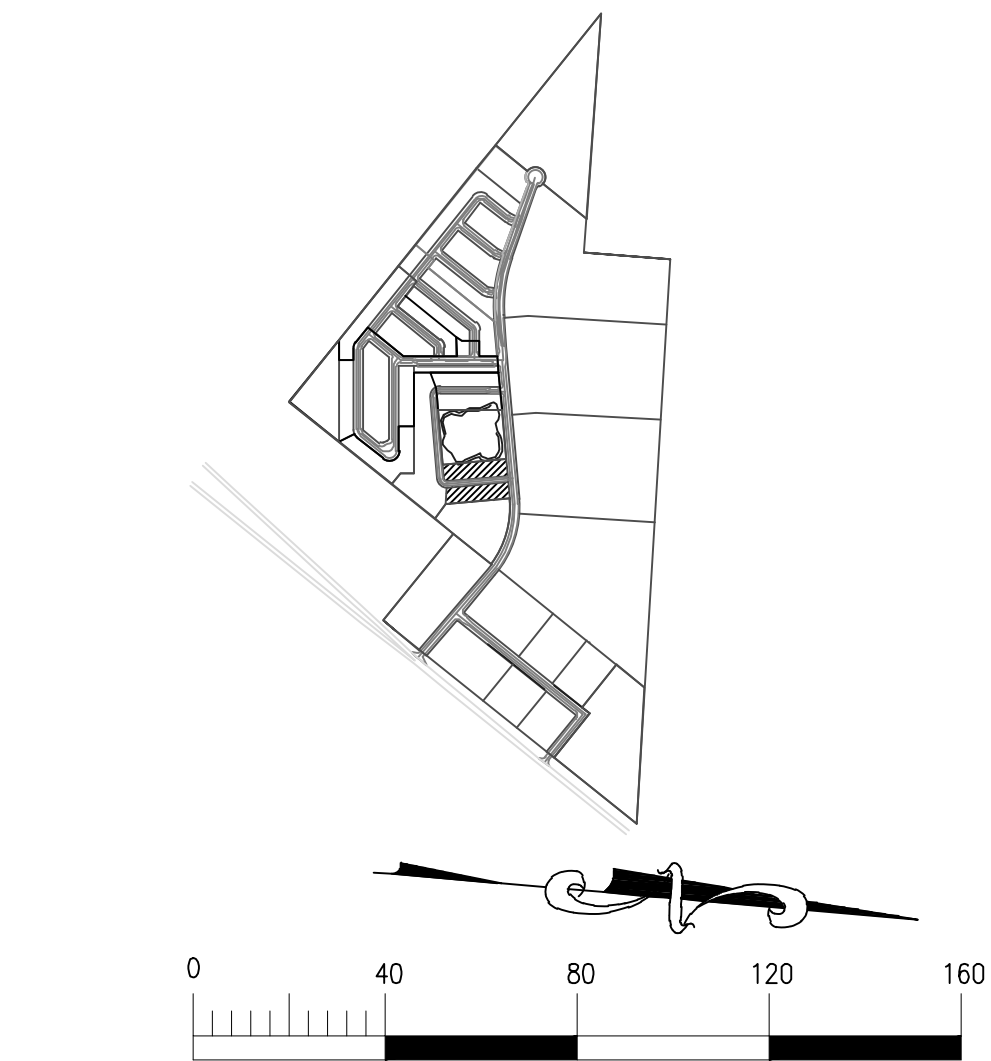
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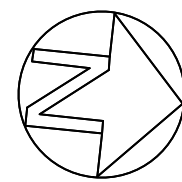


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PAVING PLAN - PARK MODEL SECTION 5
SCALE: 1"=40'

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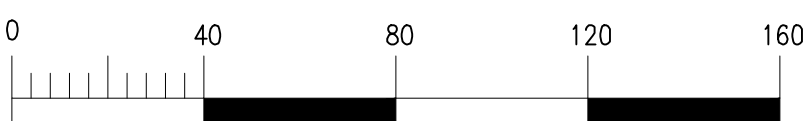
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PAVING PLAN - CABINS SECTIONS 1

SCALE: 1"=40'



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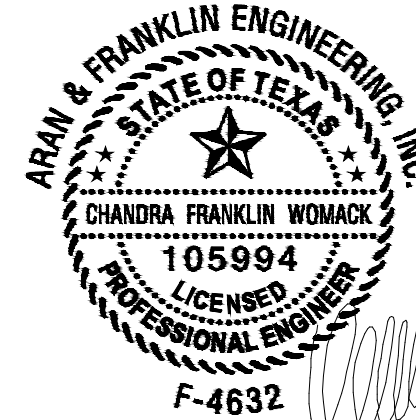
345 S.H. 35 BYPASS, ROCKPORT, TX 78382

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C-37

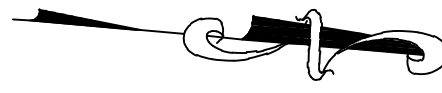
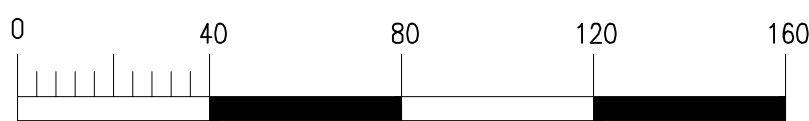


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PAVING PLAN - CABINS SECTIONS 2

SCALE: 1"=40'



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409-935-6290
Firm No. F-4632

2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

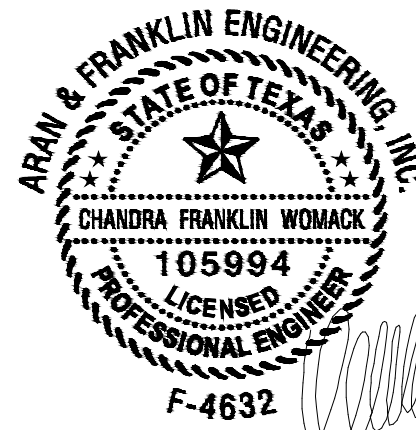
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FOR REVIEW	11/13/2024
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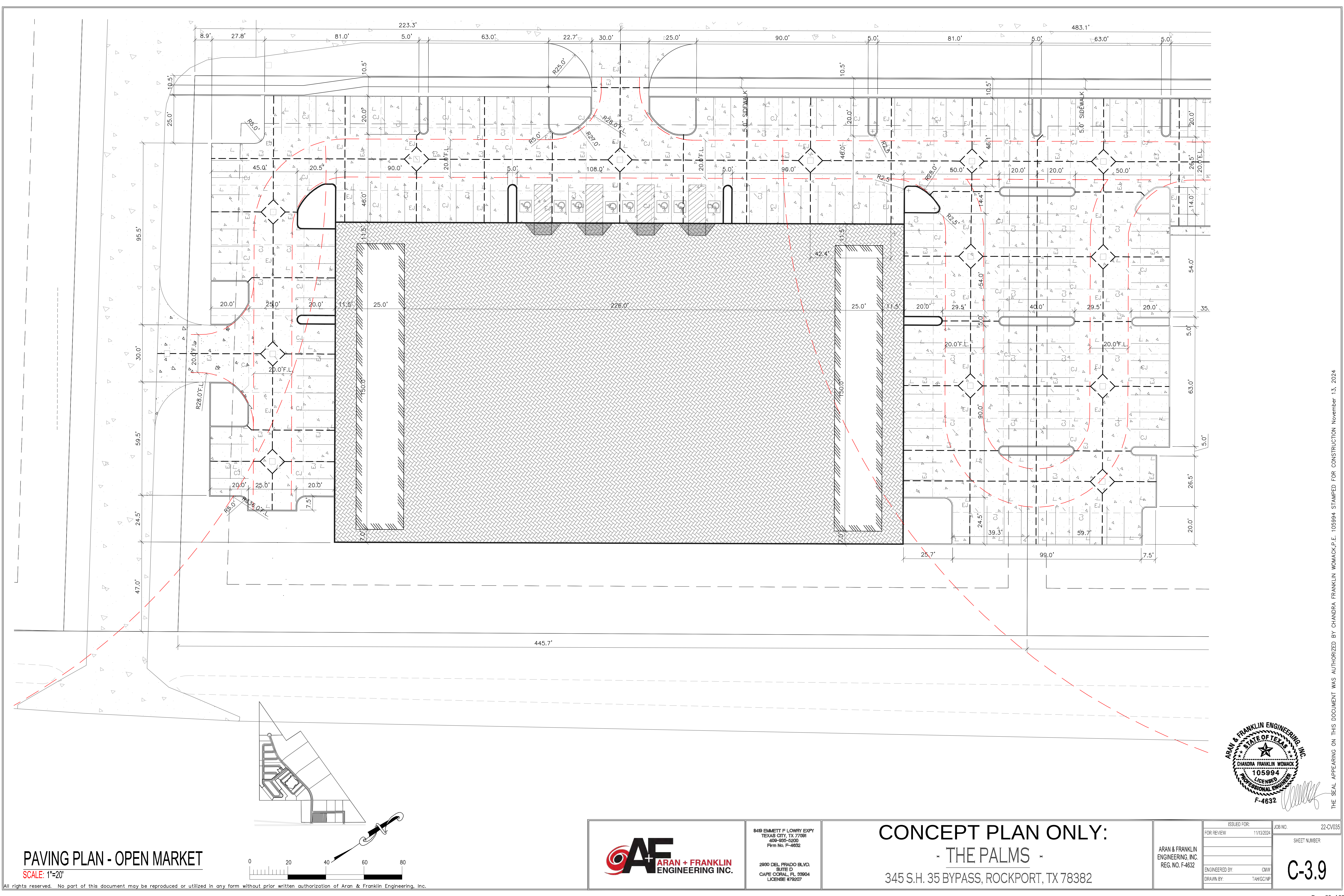
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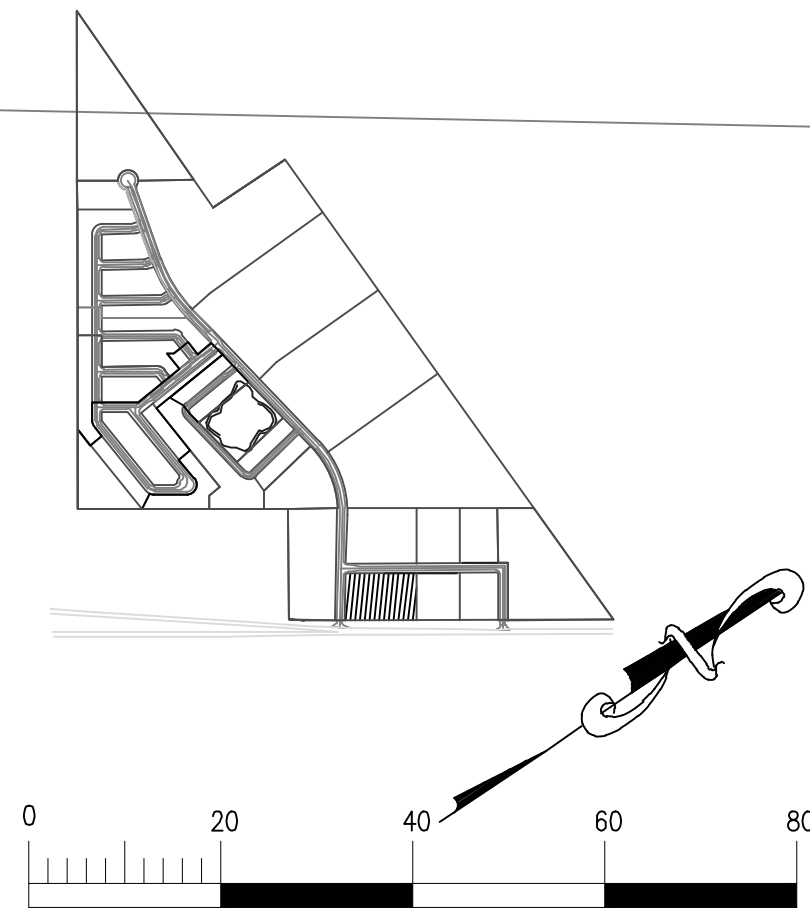
[Signature]

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PAVING PLAN - OPEN MARKET

SCALE: 1"=20'



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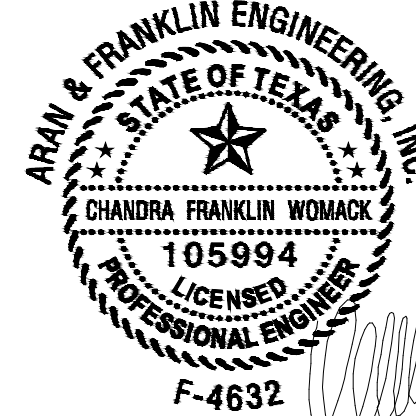
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SUITE D
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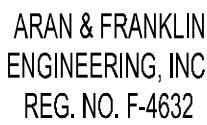
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ENGINEERED BY:	CMW	C-3.9	
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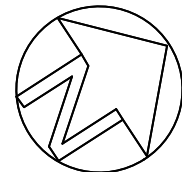
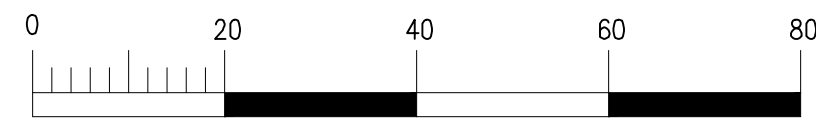
SHEET NUMBER

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PAVING PLAN - ICE HOUSE

SCALE: 1"=20'

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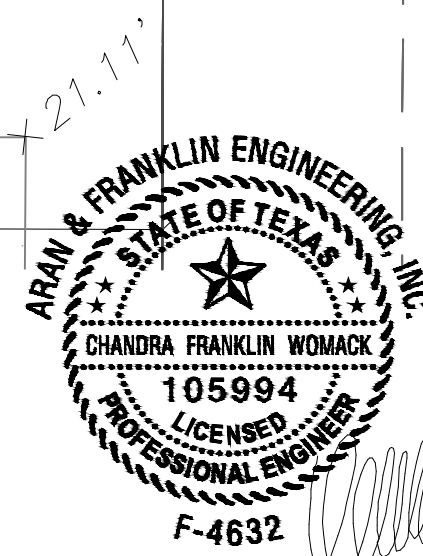
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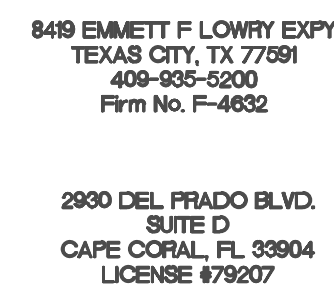
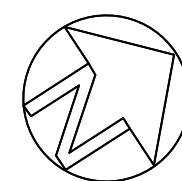
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SHEET NUMBER	
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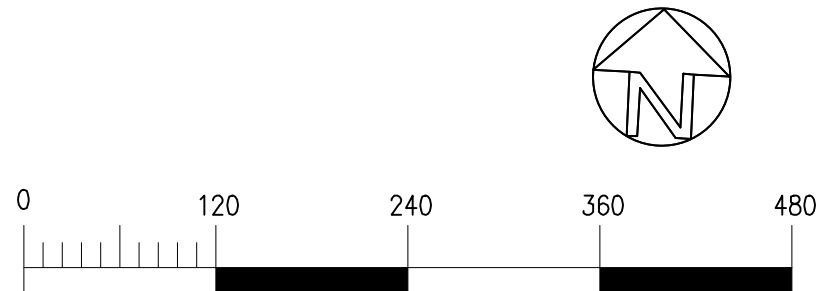
SCALE: 1"=20'



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C-3.12

- General Grading Notes:
1. Site drainage is to be fully limited to property and directed to an approved outfall.
 2. No drainage is to be directed to neighboring properties except through any approved outfall.



- KEY:
- BC= BACK OF CURB
 - BP= BREAKPOINT
 - CL= CENTERLINE
 - EG= EXISTING GRADE
 - EL= ELEVATION
 - EP= EDGE OF PAVING
 - FF= FINISHED FLOOR
 - FG= FINISHED GRADE
 - FL= FLOWLINE
 - HB= HIGH BANK
 - HP= HIGH POINT
 - LP= LOW POINT
 - MEG= MATCH EXIST. GRADE
 - TC= TOP OF CURB
 - TOE= TOE OF BERM/EMBANKMENT
 - TOP= TOP OF BERM/EMBANKMENT/PAD
 - TP= TOP OF PAVING

× 13.9' EXISTING GRADE

+ 13.0' FINISHED GRADE

NOTES:

1. ALL BOXED ELEVATIONS ARE PROPOSED.

MASTER SITE GRADING PLAN

SCALE: 1"=120'



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LICENSE #79207

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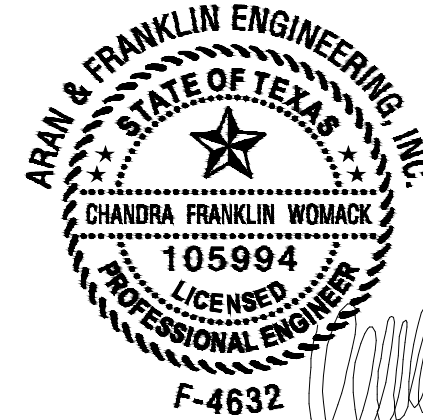
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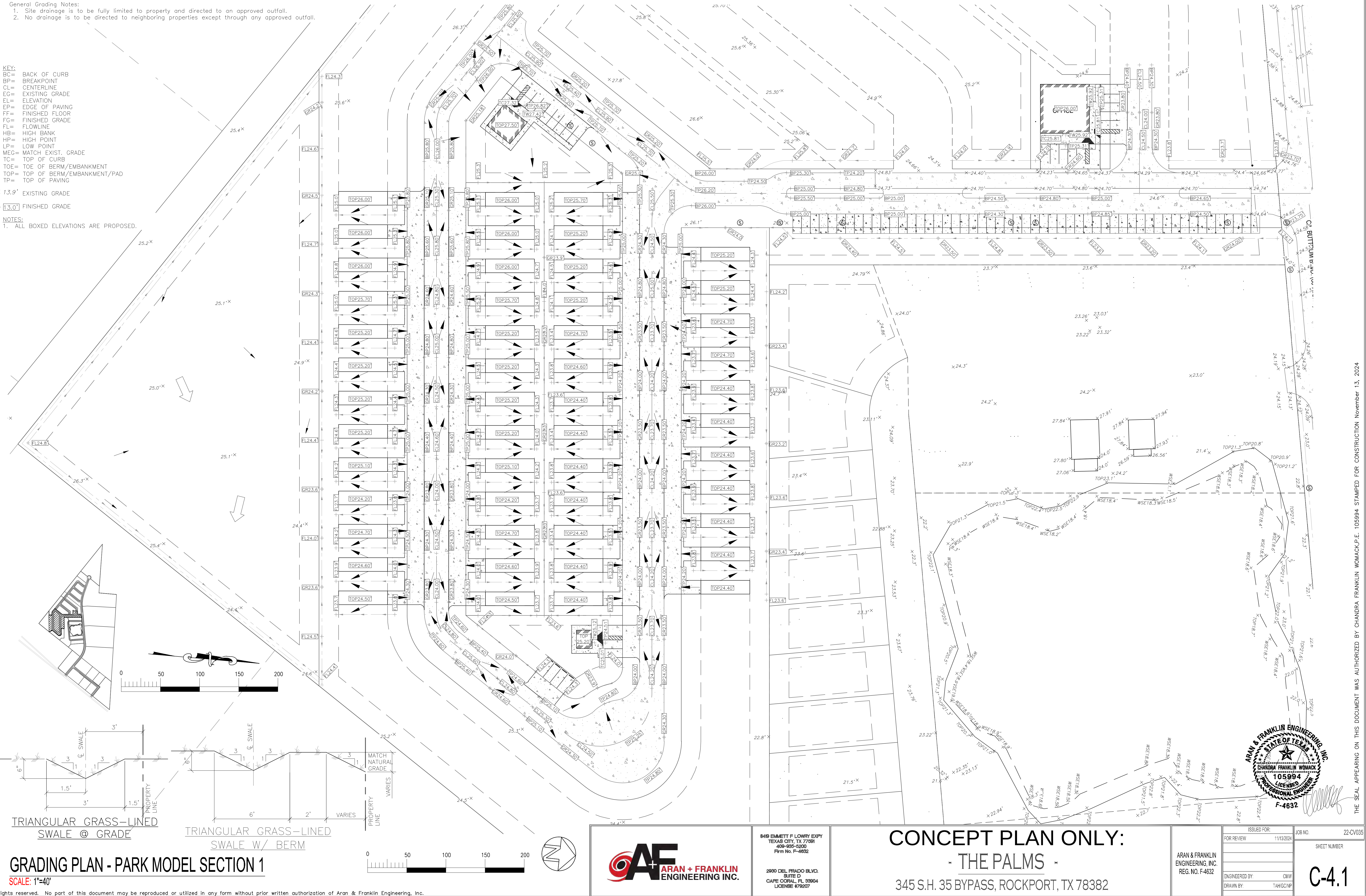
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General Grading Notes:
1. Site drainage is to be fully limited to property and directed to an approved outfall.
2. No drainage is to be directed to neighboring properties except through any approved outfall.

KEY:
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FG= FINISHED GRADE
FL= FLOWLINE
HB= HIGH BANK
HP= HIGH POINT
LP= LOW POINT
MEG= MATCH EXIST. GRADE
TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAV
TP= TOP OF PAVING

X 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



TRIANGULAR GRASS-LINED
SWALE @ GRADE

TRIANGULAR GRASS-LINED
SWALE W/ BERM

GRADING PLAN - PARK MODEL SECTION 1
SCALE: 1"=40'

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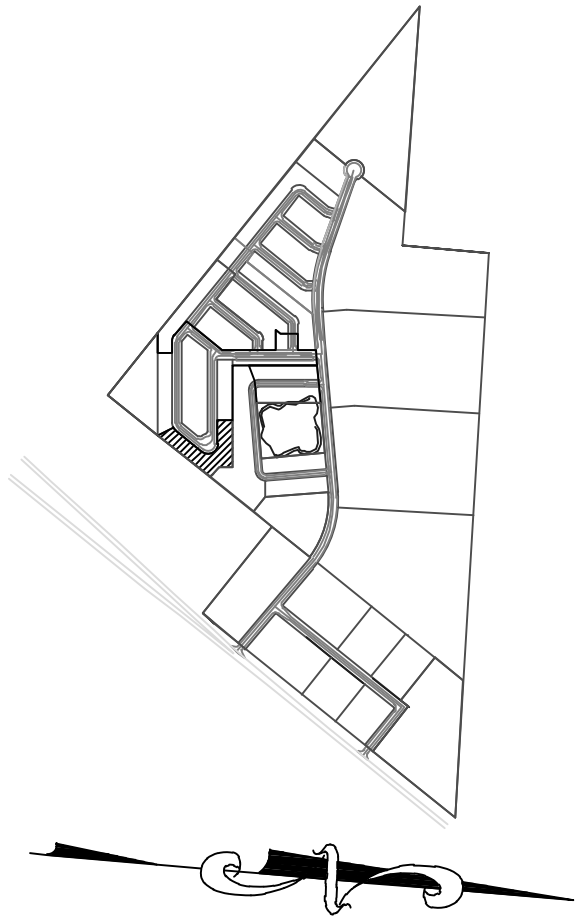
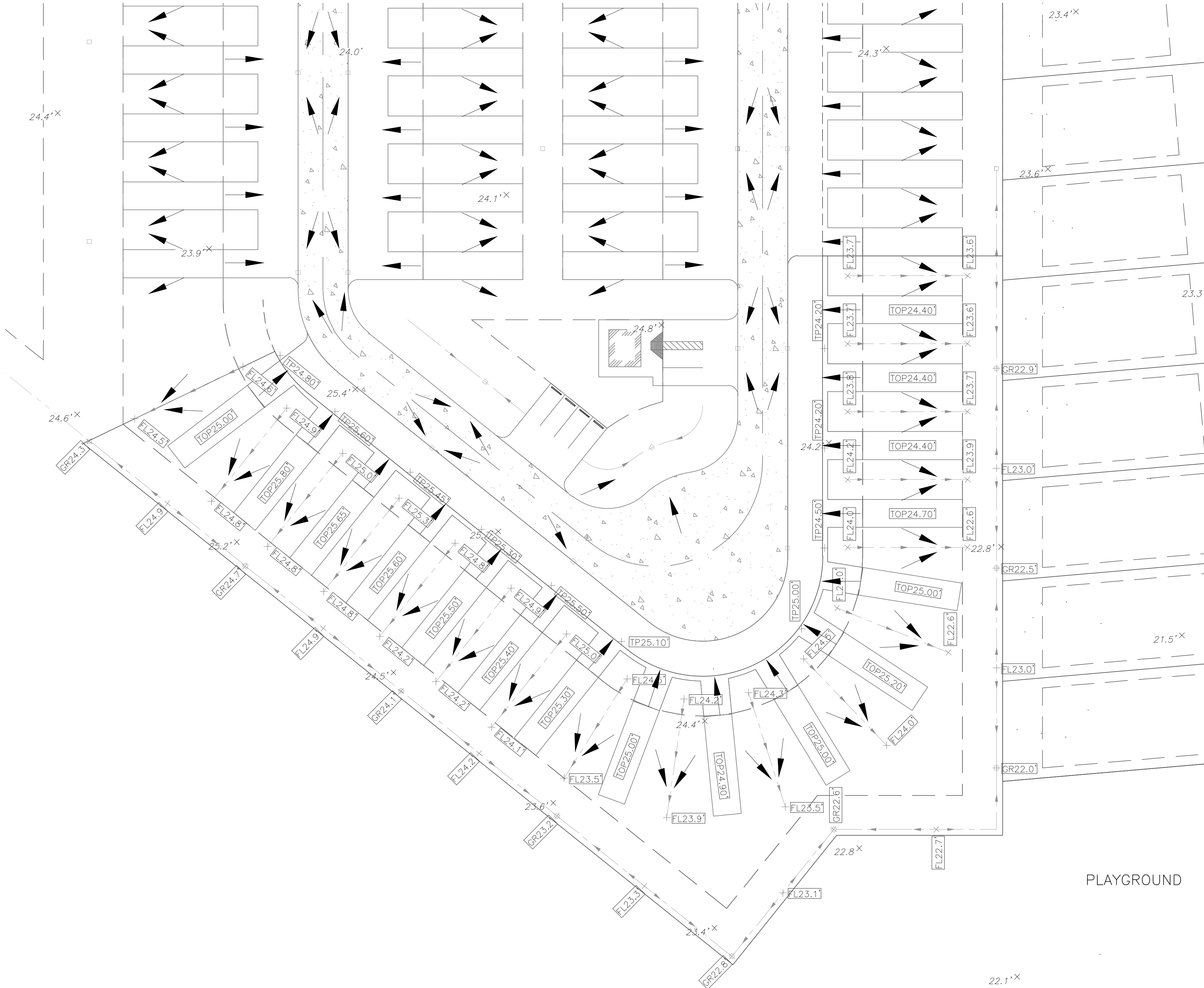
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General Grading Notes:
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TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAD
TP= TOP OF PAVING

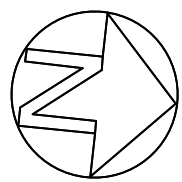
X 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



GRADING PLAN - PARK MODEL SECTION 2A
SCALE: 1"=30'

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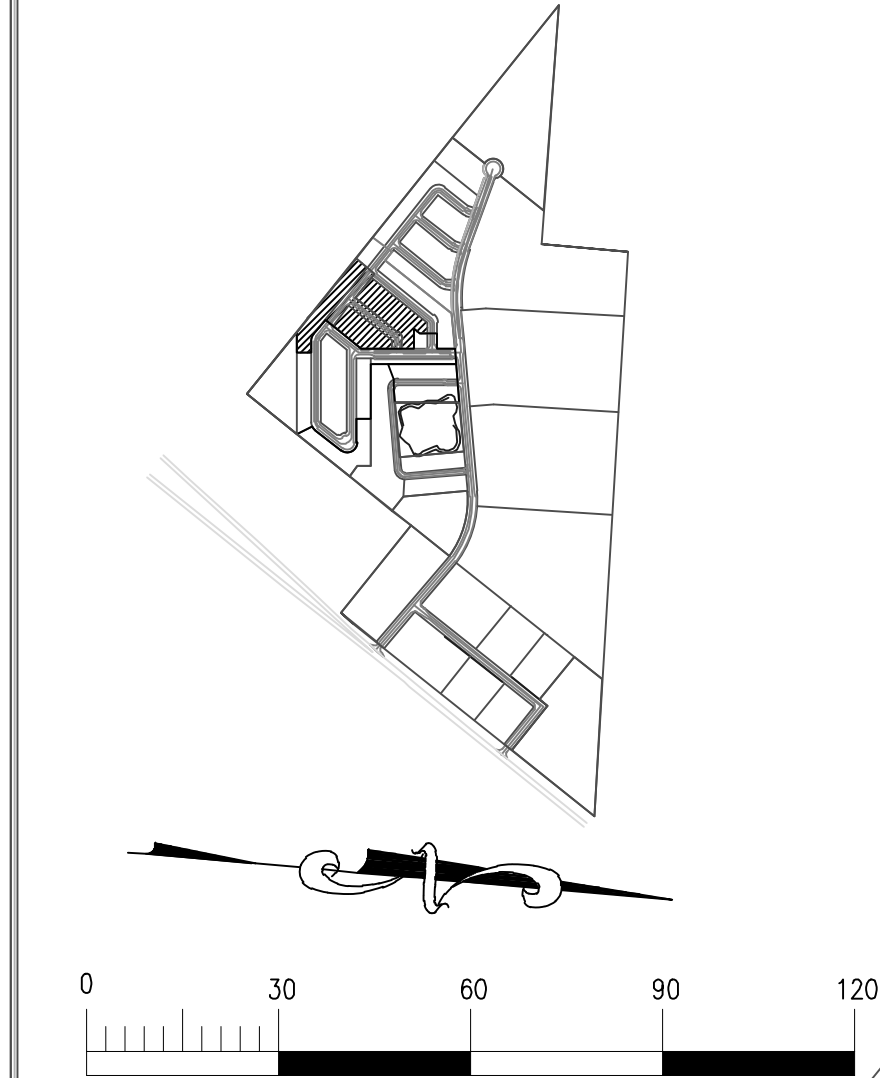
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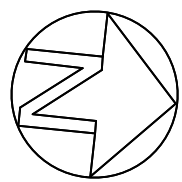
General Grading Notes:
1. Site drainage is to be fully limited to property and directed to an approved outfall.
2. No drainage is to be directed to neighboring properties except through any approved outfall.

× 13.9'
+ 13.0'



GRADING PLAN - PARK MODEL SECTION 2B
SCALE: 1"=30'

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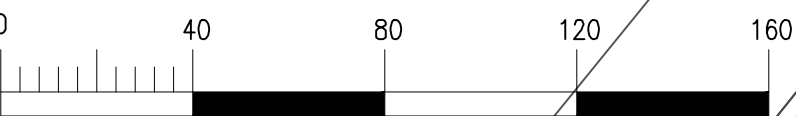
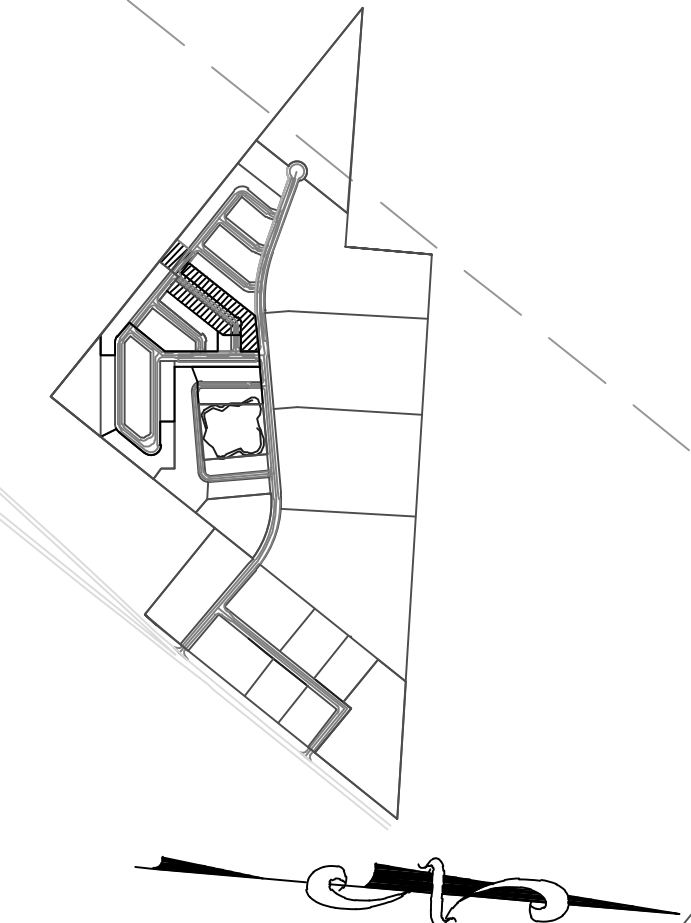
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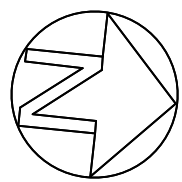
General Grading Notes:
1. Site drainage is to be fully limited to property and directed to an approved outfall.
2. No drainage is to be directed to neighboring properties except through any approved outfall.

13.9'
13.0'



GRADING PLAN - PARK MODEL SECTION 3
SCALE: 1"=40'

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2. No drainage is to be directed to neighboring properties except through any approved outfall.

LOT 13



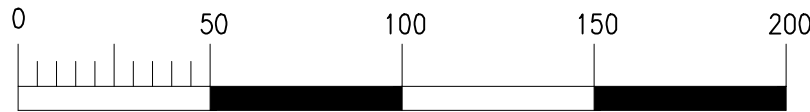
KEY:
BC= BACK OF CURB
BP= BREAKPOINT
CL= CENTERLINE
EG= EXISTING GRADE
EL= ELEVATION
EP= EDGE OF PAVING
FF= FINISHED FLOOR
FG= FINISHED GRADE
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HB= HIGH BANK
HP= HIGH POINT
LP= LOW POINT
MEG= MATCH EXIST. GRADE
TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAD
TP= TOP OF PAVING

× 13.9' EXISTING GRADE

+ 13.0' FINISHED GRADE

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.

GRADING PLAN - PARK MODEL SECTION 4
SCALE: 1"=50'



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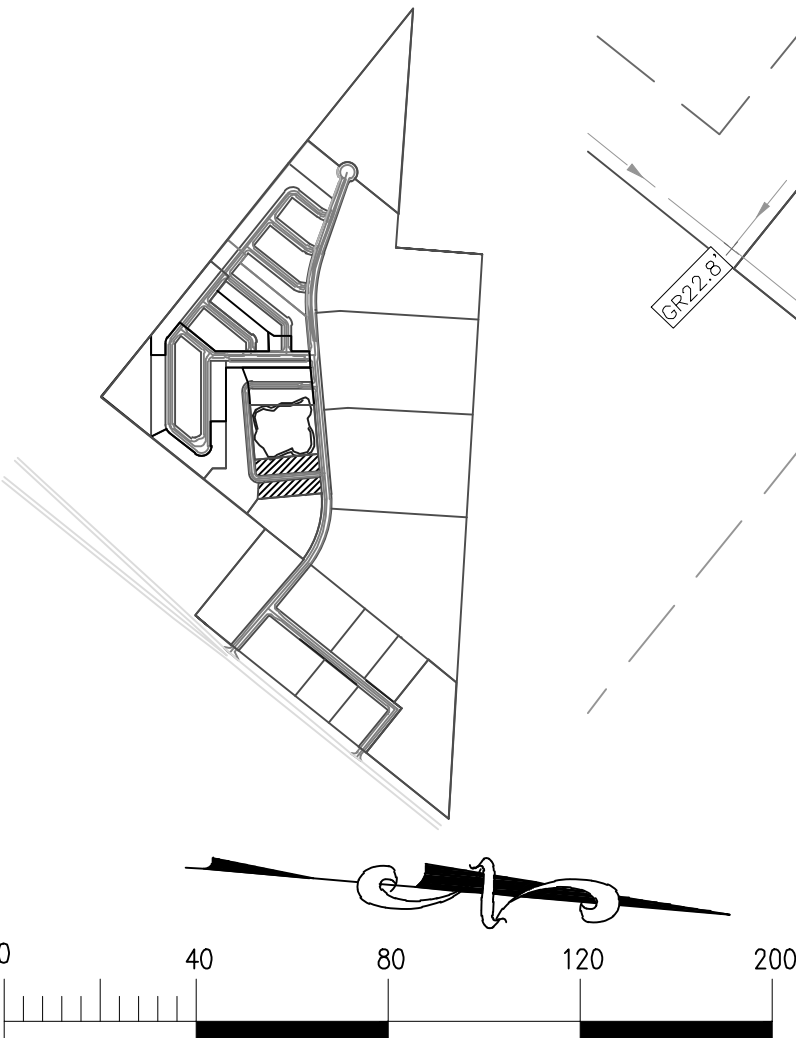
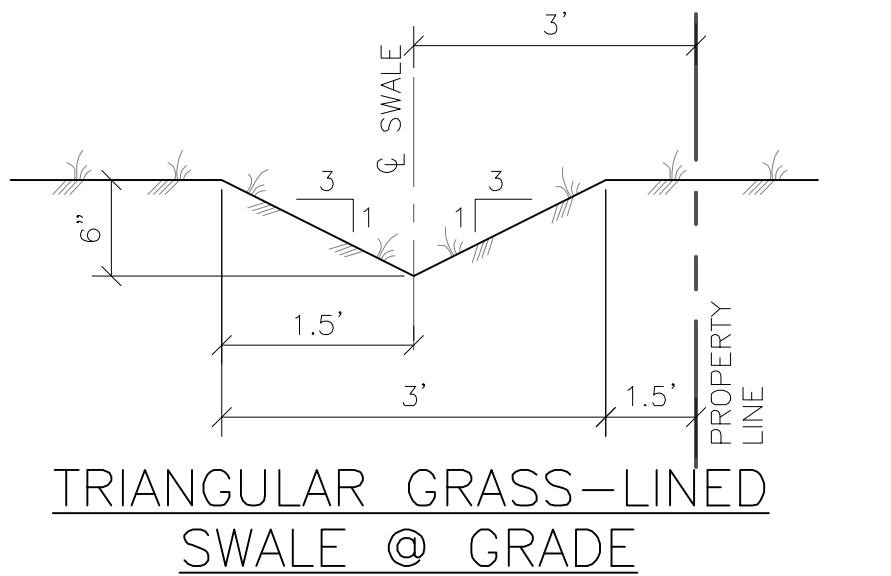
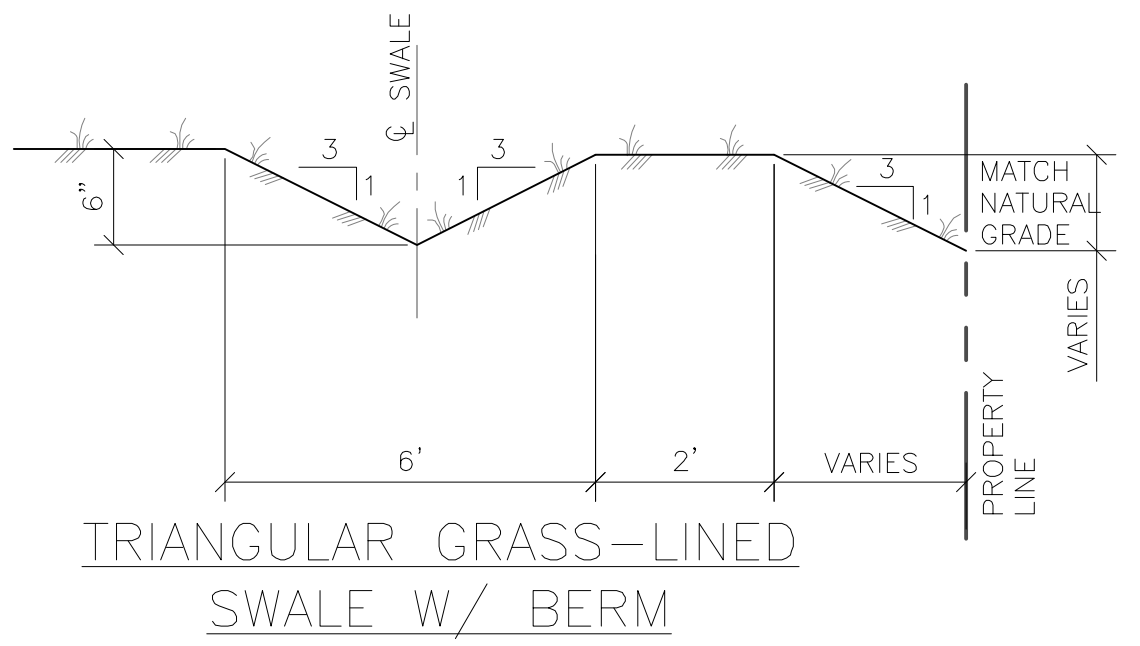
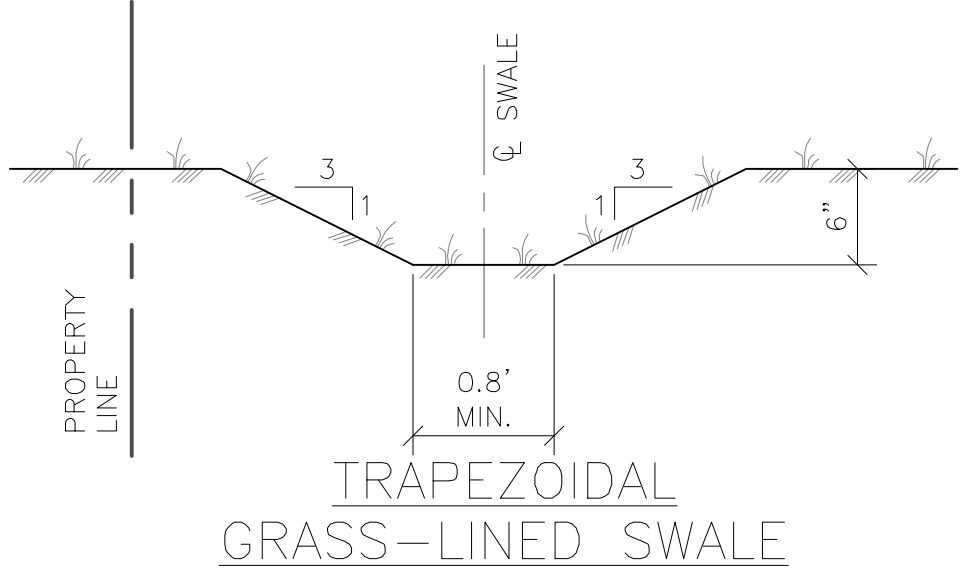
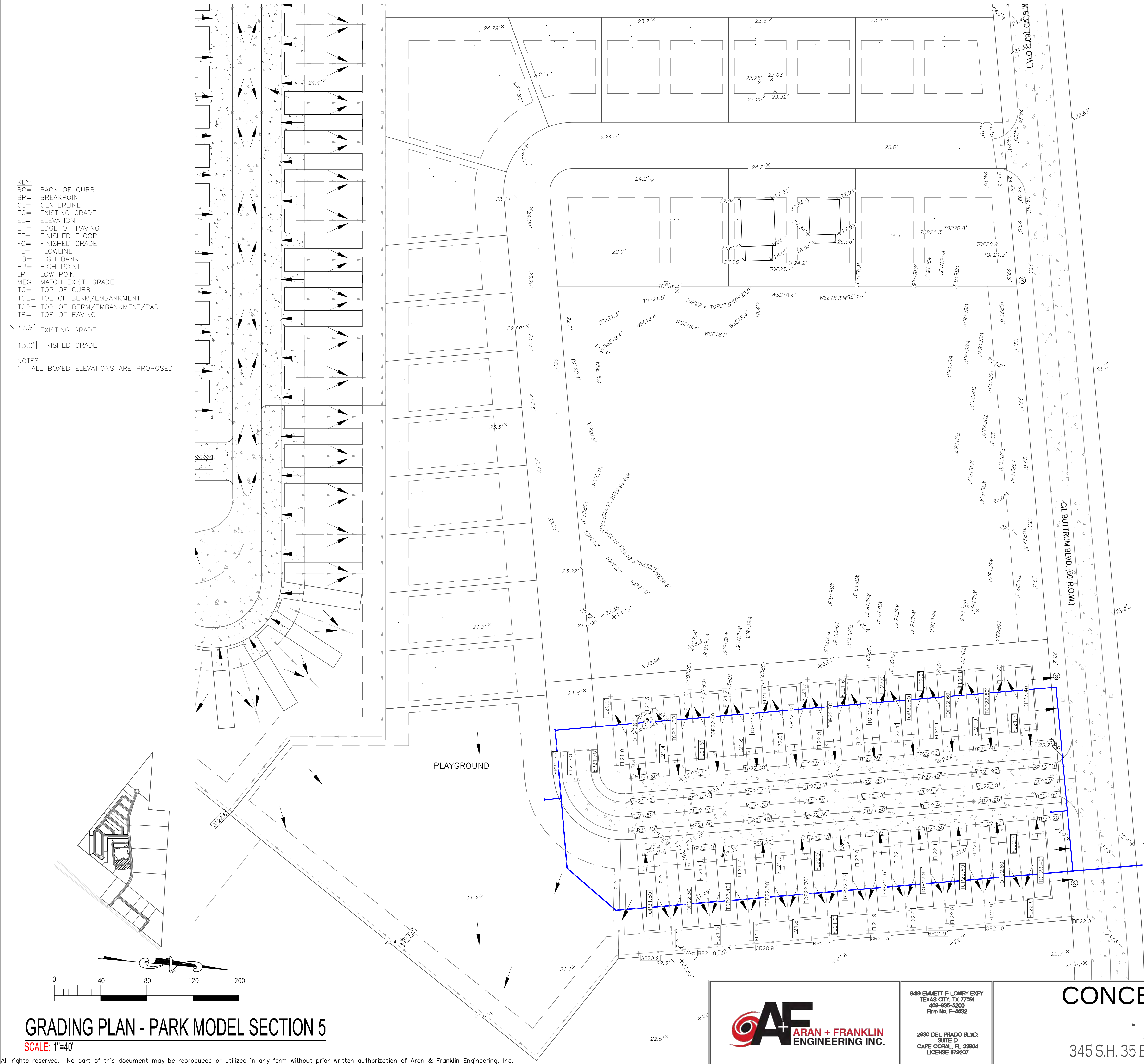
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CL= CENTERLINE
EG= EXISTING GRADE
EL= ELEVATION
EP= EDGE OF PAVING
FF= FINISHED FLOOR
FG= FINISHED GRADE
FL= FLOWLINE
HB= HIGH BANK
HP= HIGH POINT
LP= LOW POINT
MEG= MATCH EXIST. GRADE
TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAD
TP= TOP OF PAVING
- × 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE
- NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



GRADING PLAN - PARK MODEL SECTION 5
SCALE: 1"=40'



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409-005-6260
Firm No. F-4632

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LICENSE #79207

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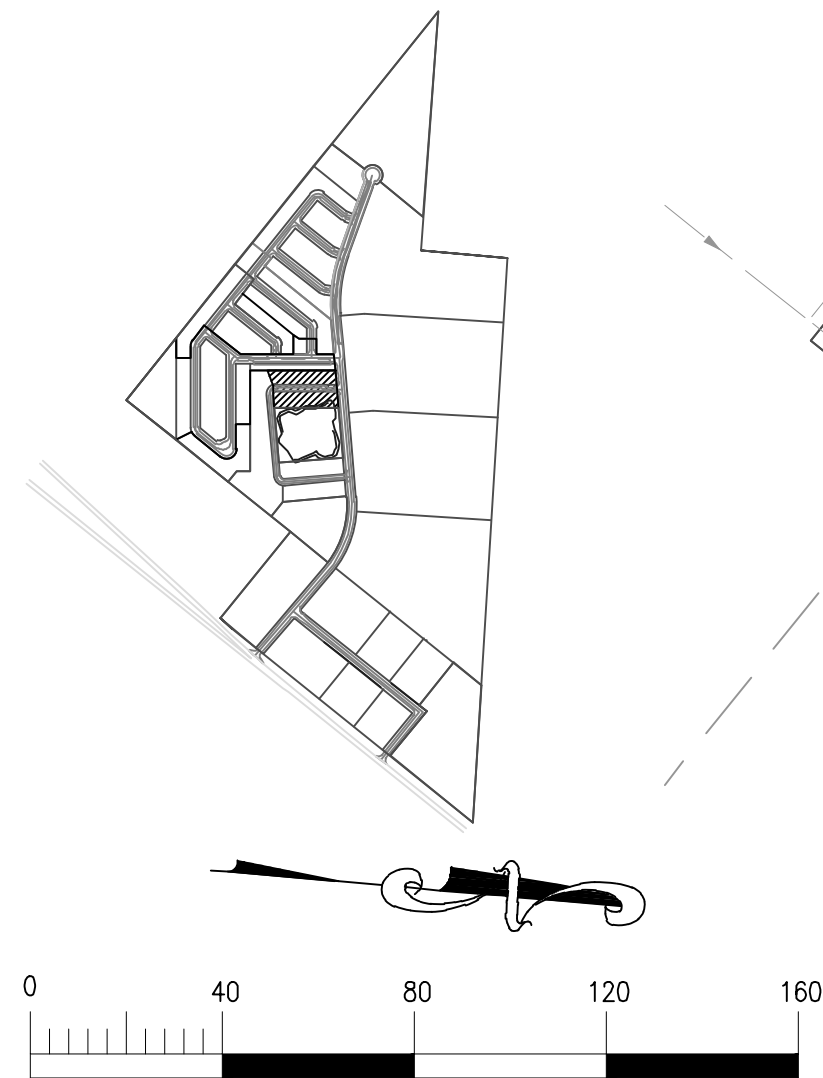
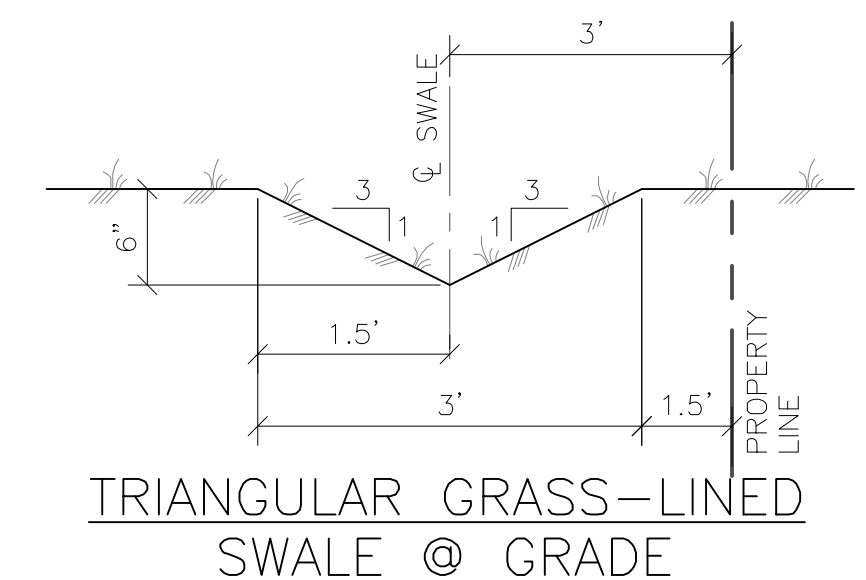
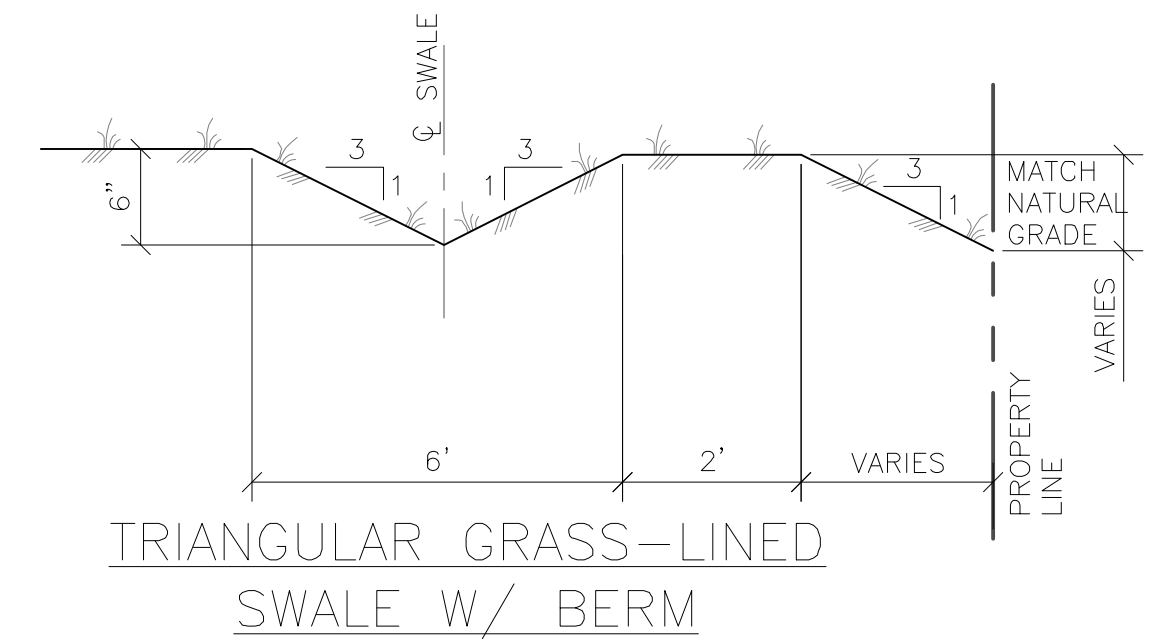
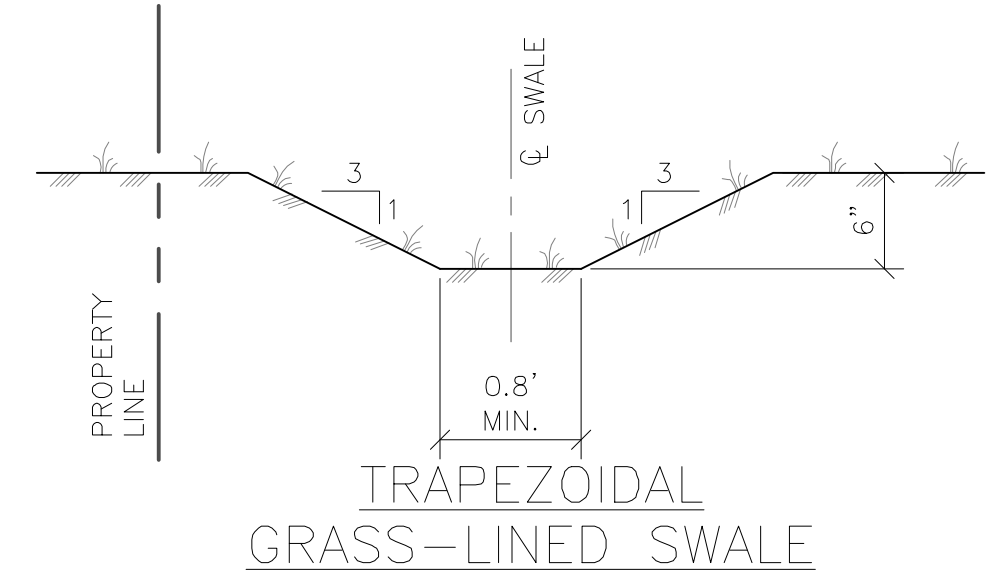


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FF= FINISHED FLOOR
FG= FINISHED GRADE
FL= FLOWLINE
HB= HIGH BANK
HP= HIGH POINT
LP= LOW POINT
MEG= MATCH EXIST. GRADE
TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAD
TP= TOP OF PAVING

× 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



GRADING PLAN - CABINS SECTIONS 1

SCALE: 1"=40'

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SHEET NUMBER
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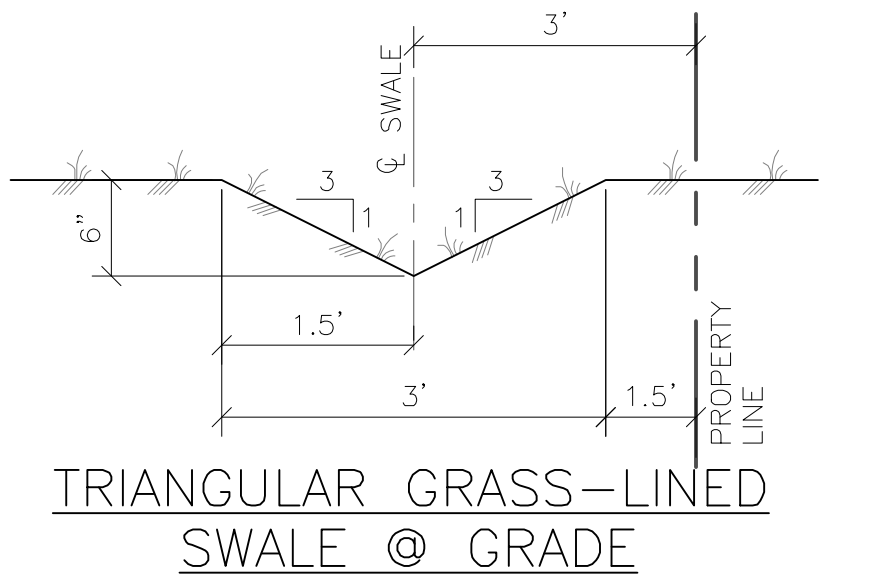
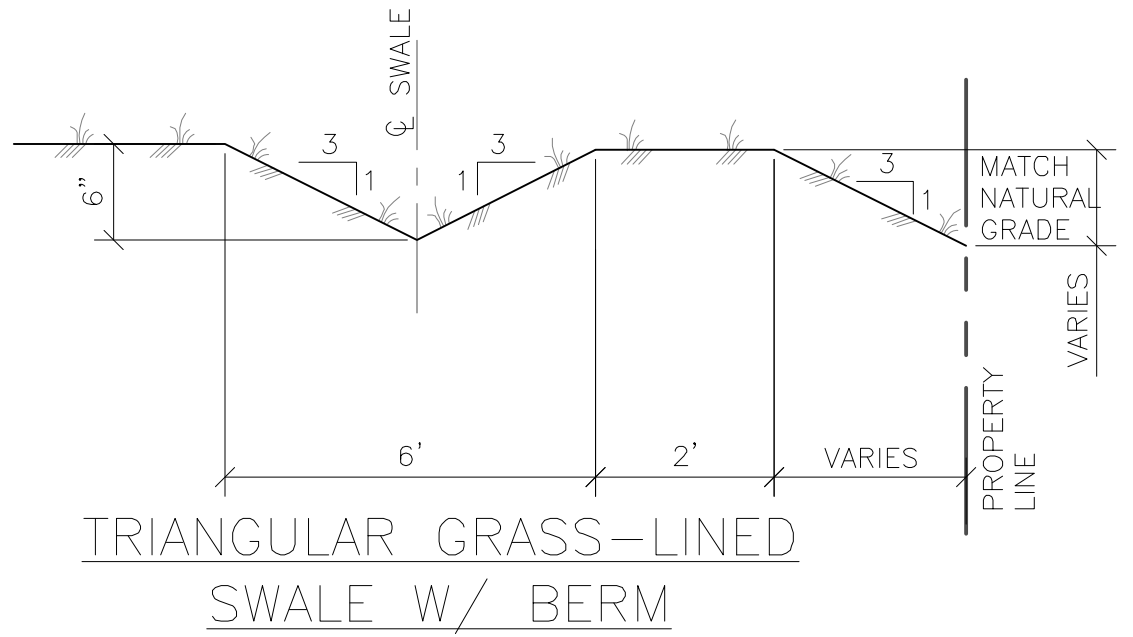
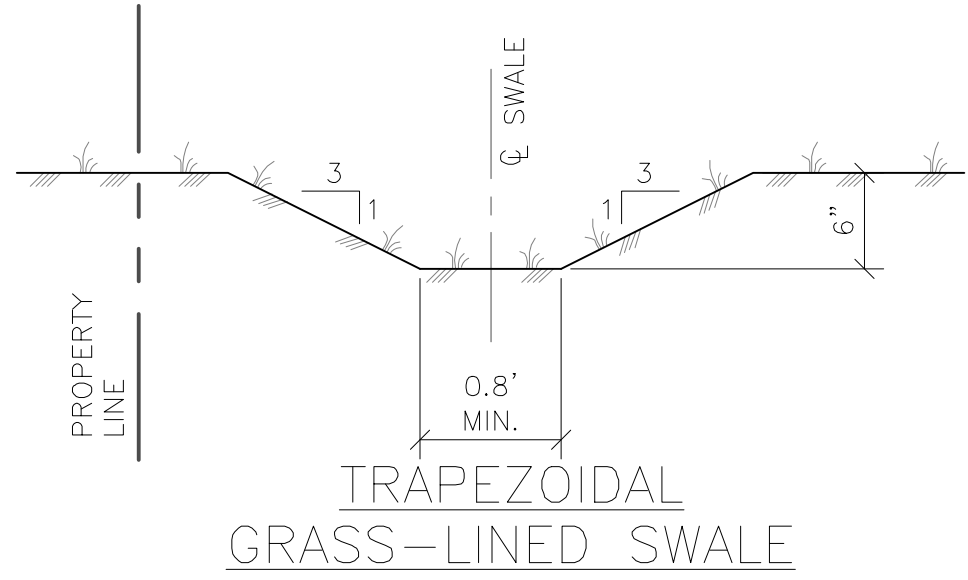
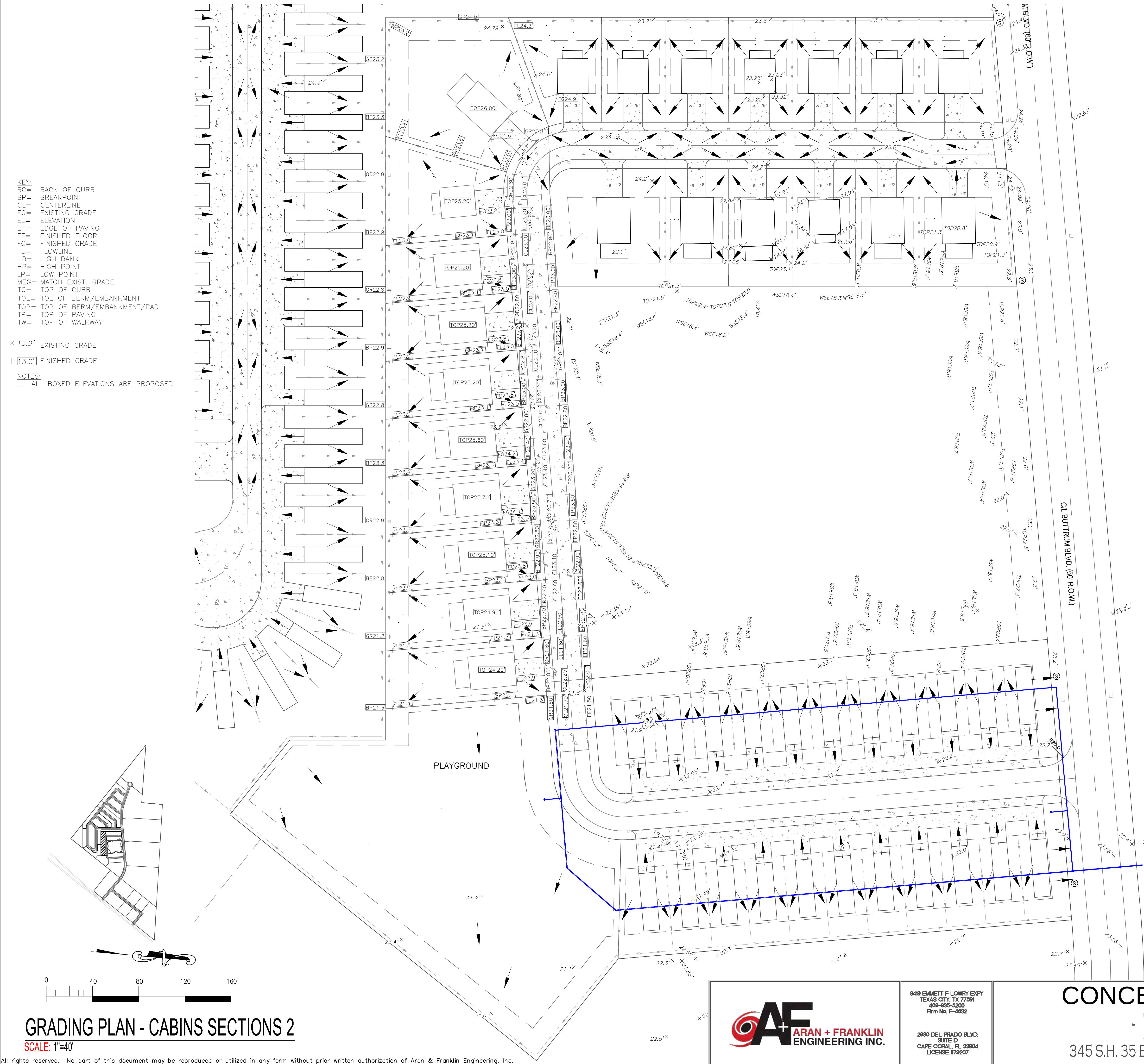


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TC= TOP OF CURB
TOE= TOE OF BERM/EMBANKMENT
TOP= TOP OF BERM/EMBANKMENT/PAD
TP= TOP OF PAVING
TW= TOP OF WALKWAY

× 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

NOTES:
1. ALL BOXED ELEVATIONS ARE PROPOSED.



GRADING PLAN - CABINS SECTIONS 2

SCALE: 1"=40'

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8419 EMMETT F LOWRY EXPY
TEXAS CITY, TX 77791
409-005-0200
Firm No. F-4632

2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

CONCEPT PLAN ONLY:

- THE PALMS -

345 S.H. 35 BYPASS, ROCKPORT, TX 78382

ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

ISSUED FOR:
FOR REVIEW 11/13/2024
ENGINEERED BY: CMW
DRAWN BY: TAH/GONP

JOB NO. 22-CV035

SHEET NUMBER

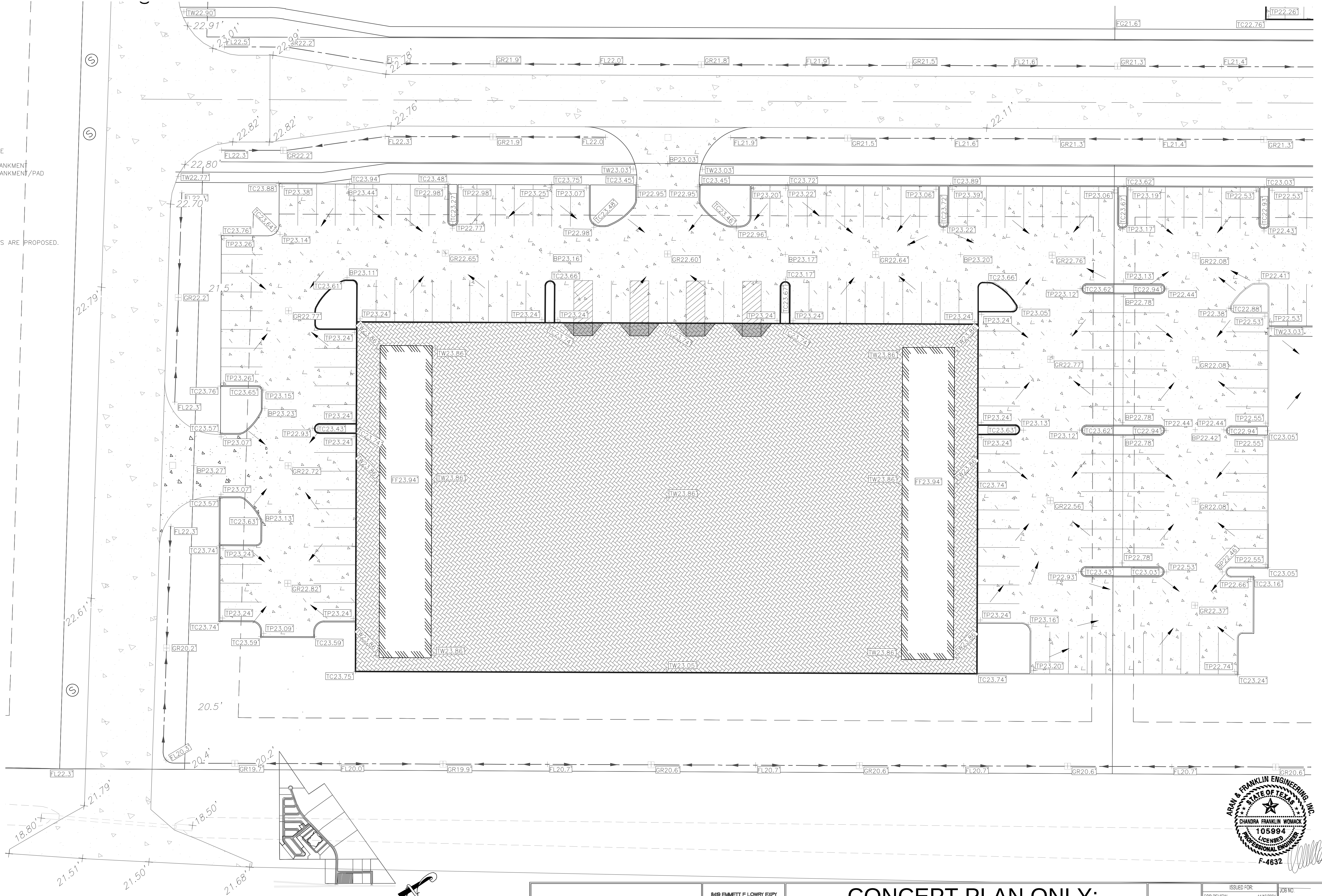
C-4.8

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KEY:
BC= BACK OF CURB
BP= BREAKPOINT
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X 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

NOTES:
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GRADING PLAN - OPEN MARKET
SCALE: 1"=20'



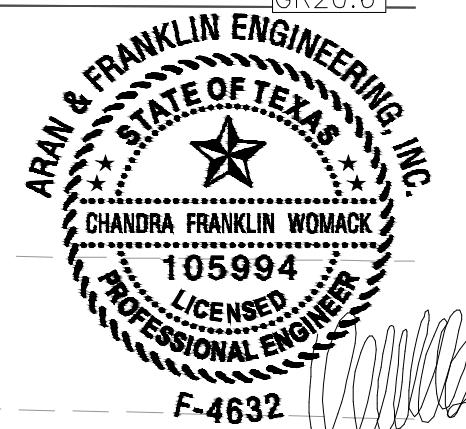
8419 EMMETT F LOWRY EXPY
TEXAS CITY, TX 77591
409-905-0200
Firm No. F-4632

2890 DEL PRADO BLVD.
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CAPE CORAL, FL 33904
LICENSE #79207

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ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

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FOR REVIEW:	11/13/2024	SHEET NUMBER
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DRAWN BY:	TAH/GC/NP	



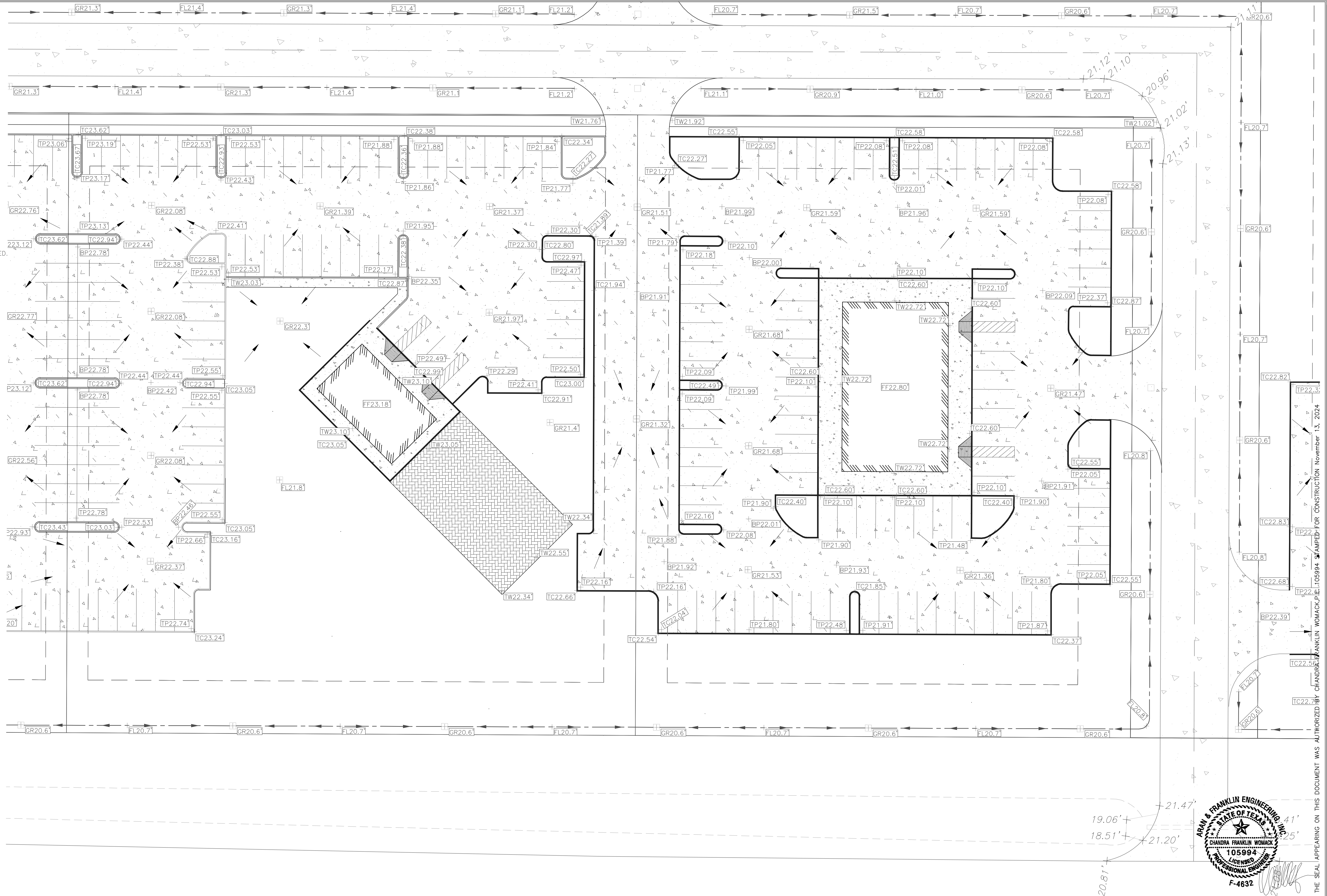
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TP= TOP OF PAVING
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X 13.9' EXISTING GRADE

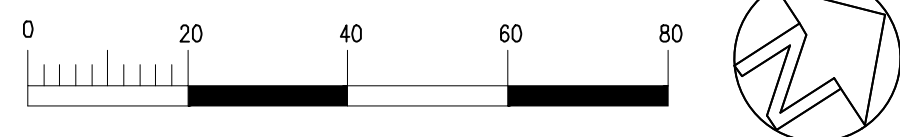
+ 13.0' FINISHED GRADE

NOTES:
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GRADING PLAN - WEDDING CHAPEL & RESTAURANT

SCALE: 1"=20'



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2890 DEL PRADO BLVD.
SUITE D
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LICENSE #79207

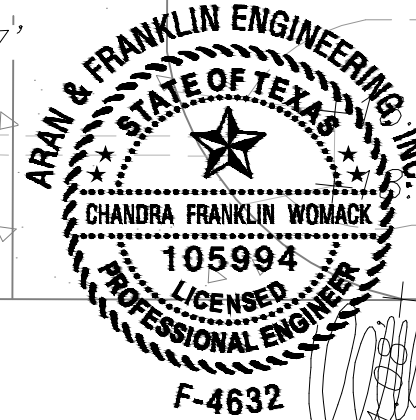
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345 S.H. 35 BYPASS, ROCKPORT, TX 78382

ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

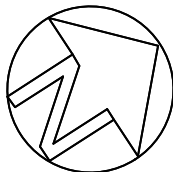
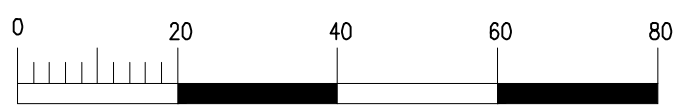
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DRAWN BY:	TAH/GCNP	



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GRADING PLAN - ICE HOUSE

SCALE: 1"=20'



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LICENSE #79207

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REG. NO. F-4632

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FOR REVIEW	11/13/2024
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DRAWN BY:	TAH/GONP

SHEET NUMBER
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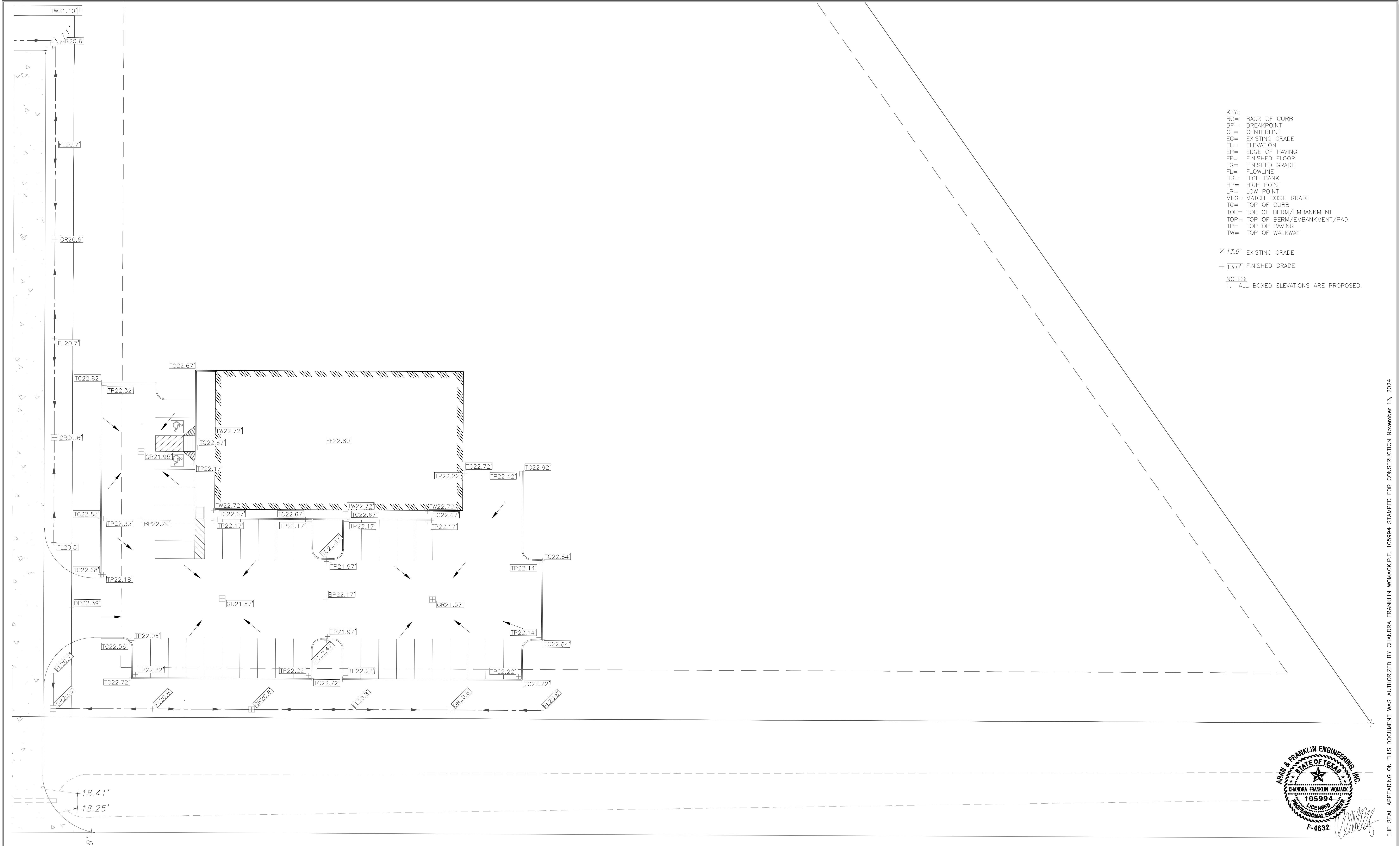
X 13.9' EXISTING GRADE

+ 13.0' FINISHED GRADE

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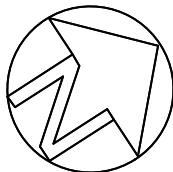
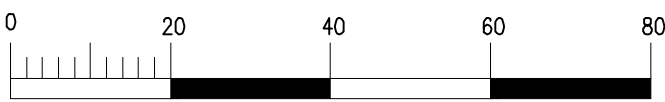
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× 13.9' EXISTING GRADE
+ 13.0' FINISHED GRADE

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GRADING PLAN - DOLLAR GENERAL

SCALE: 1"=20'



8419 EMMETT F LOWRY EXPY
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409-935-6230
Firm No. F-4632

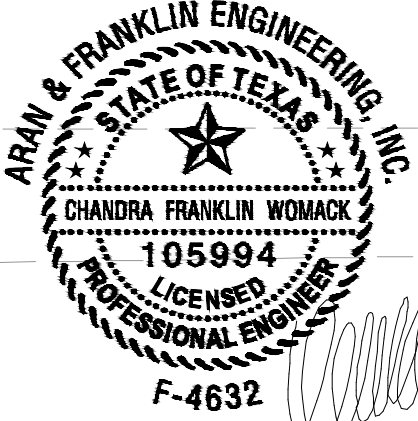
2890 DEL PRADO BLVD.
SUITE D
CAPE CORAL, FL 33904
LICENSE #79207

CONCEPT PLAN ONLY:
- THE PALMS -
345 S.H. 35 BYPASS, ROCKPORT, TX 78382

ARAN & FRANKLIN
ENGINEERING, INC.
REG. NO. F-4632

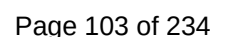
ISSUED FOR:	
FOR REVIEW	11/13/2024
ENGINEERED BY:	
DRAWN BY:	TAH/GONP

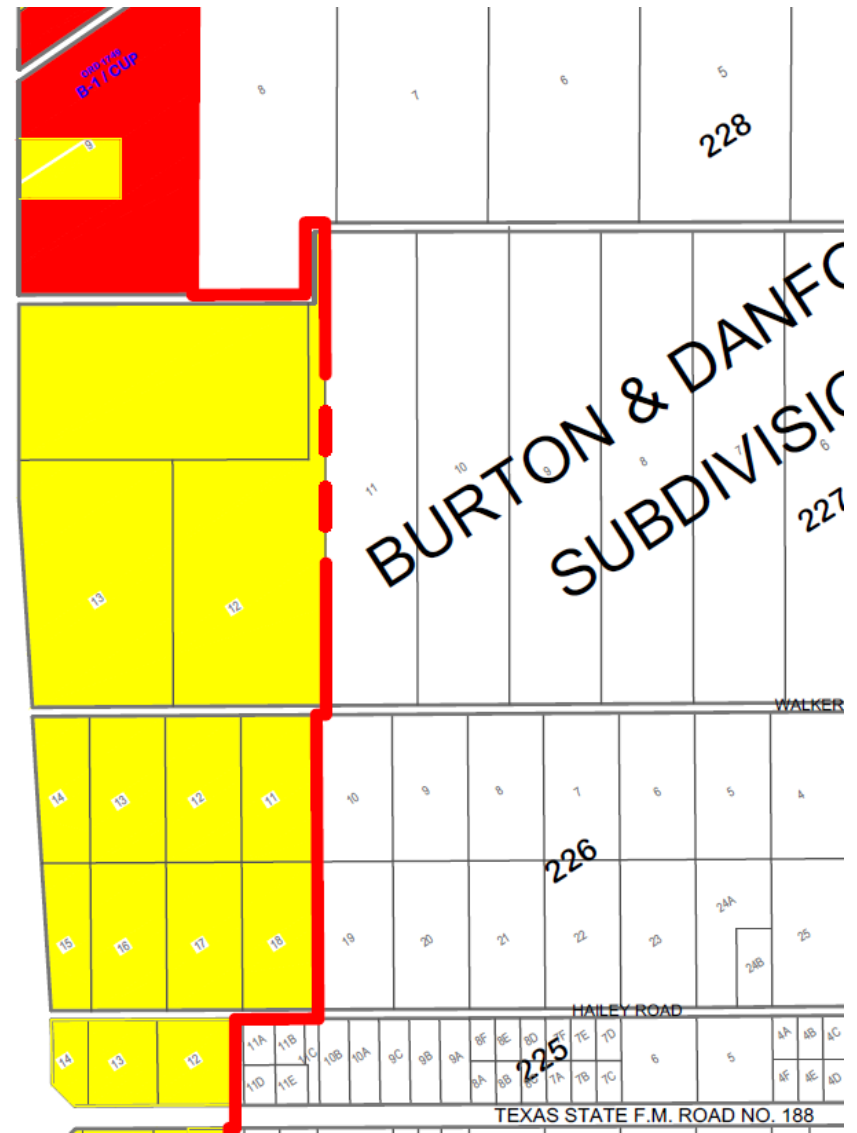
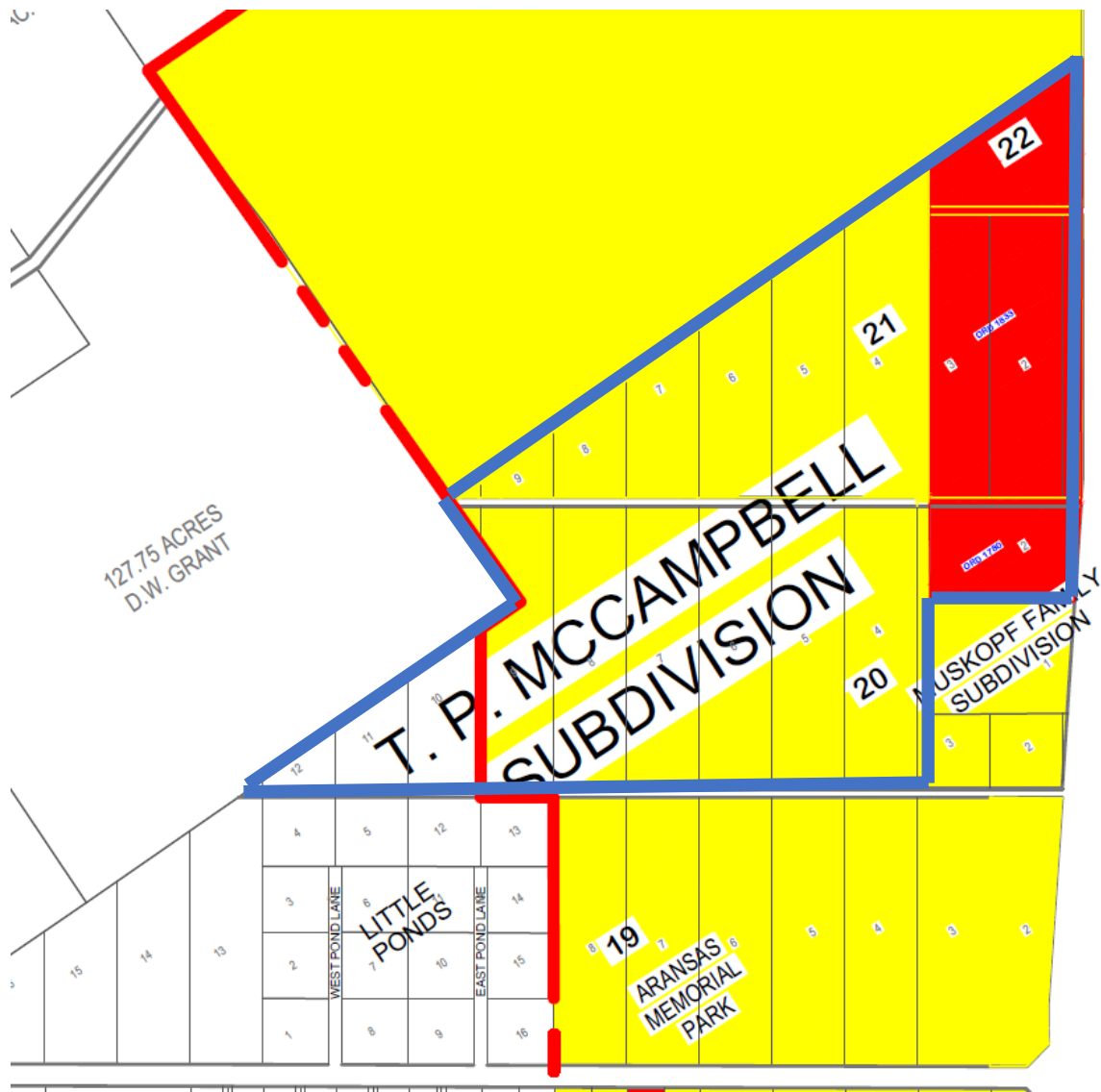
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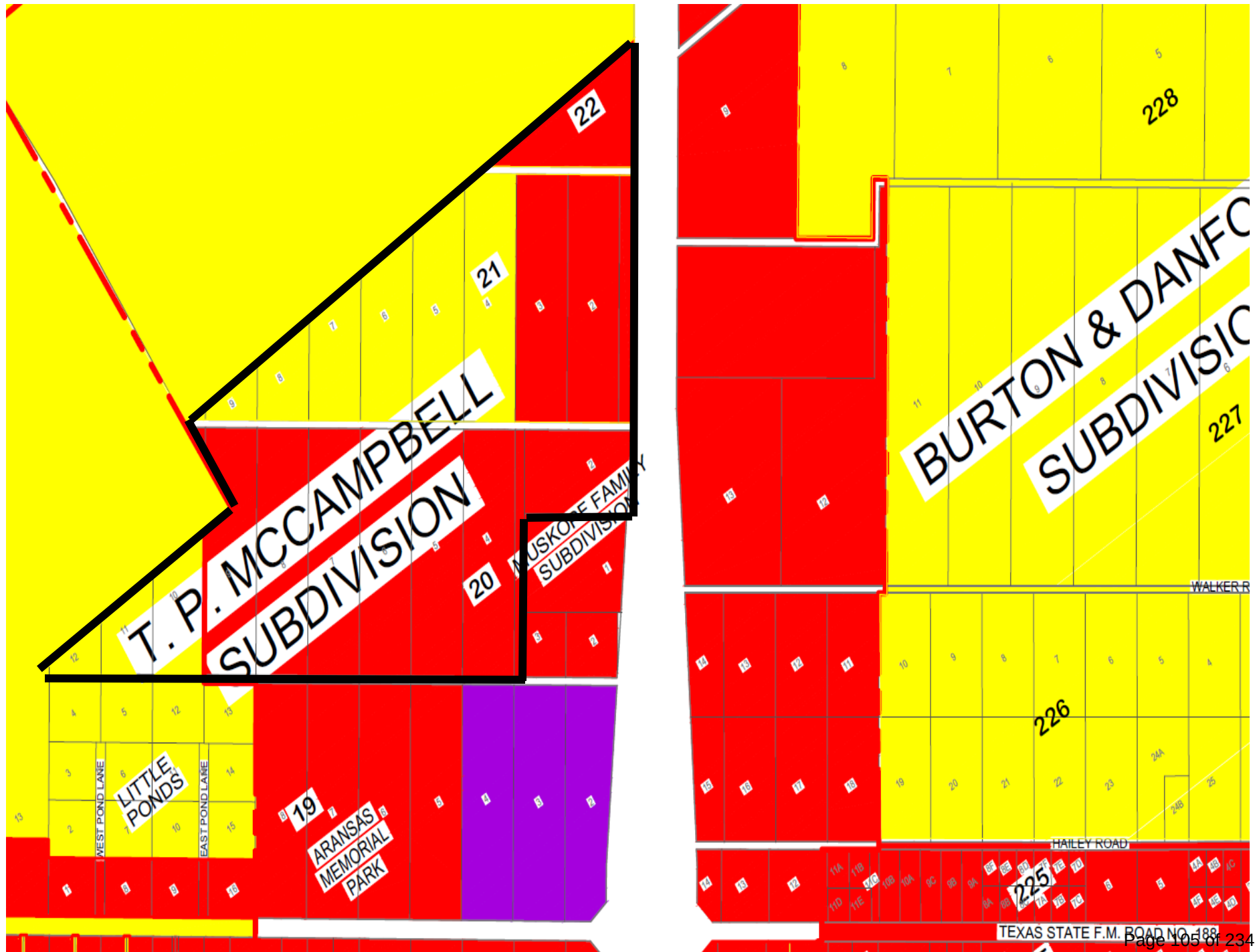
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Building & Development Services | Carey Dietrich, Community Planner
2751 SH 35 Bypass, Rockport, TX 78362
Phone: (361) 790-1125, x. 226 | Email: communityplanner@cityofrockport.com





FUTURE LAND USE MAP



<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
28293	D&R Self Storage INC	349-499 SH 35 Bypass	8210 Interstate 35 N Ste 200	New Braunfels	Tx	78130
35529	DW & B Grant Properties LTD	501-651 SH 35 Bypass	155 County Rd 330	George West	Tx	78022
71189	Bills Pet Service & Cremation LLC	243 SH 35 Bypass	679 Lisa Ann Dr	Aransas Pass	Tx	78336
70146	Came 1ST Ranch LLC	227 SH 35 Bypass	3634 Denver Ave	Corpus Christi	Tx	78411
58858	High Road Holdings LLC	201 SH 35 Bypass	2103 Anders Ln	Kemah	Tx	77565
28284	Harrison & Harrison Holdings LLC	1350 SH 188	2003 Marshall Lane	Aransas Pass	Tx	78336
61369	Edward & Mary Jane Dysarz	1390 SH 188	4608 Valley Brook Cir	College Station	Tx	77845
56908	South Texas Memorial Limited Co.	1520 SH 188	1520 Hwy 188	Rockport	Tx	78382
32038	DW & B Grant Properties LTD	4471-4479 FM 1069	155 County Rd 330	George West	Tx	78022
8821819	D&R Self Storage INC	345 SH 35 Bypass	8210 Interstate 35 N Ste 200	New Braunfels	Tx	78130
8821228	Scott Hofmann	308 S H 35 Bypass	P O Box 1984	Rockport	Tx	78381
14749	Ocie Nicholas Elliott Irrevocable Trust	328 S H 35 Bypass	PO Box 1776	Aransas Pass	Tx	78336
8824519	Don Buttrum	Is Unimproved ROW Rock	8210 N IH 35 #105	New Braunfels	Tx	78130
	Josh Dowling	Planning and Zoning Commi	102 N Santa Clara Drive	Rockport	TX	78382
	Rocky Gudim	Planning and Zoning Commi	1016 S. Magnolia St.	Rockport	TX	78382
	Ruth Davis	Planning and Zoning Commi	P.O. Box 706	Fulton	TX	78358
	Ric Young	Planning and Zoning Commi	123 Royal Oaks Dr	Rockport	TX	78382
	Kim Hesley	Planning and Zoning Commi	2003 Tule Park Drive	Rockport	TX	78382
	Warren Hassinger	Planning and Zoning Commi	2517 Turkey Neck Circle	Rockport	TX	78382
	Thomas Blazek	Planning and Zoning Commi	102 St Andrews St	Rockport	TX	78382



PUBLIC HEARING
Planning & Zoning Commission
and City Council

NOTICE is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, August 4, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, August 12, 2025, at 6:30 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, to consider a request for a Conditional Use Permit (CUP) for an RV Resort and Tiny Home Community on property located at 345 SH 35 Bypass, otherwise known as Lots 10, 13, and 14, The Palms 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 Planning & Zoning Commission Agenda of August 4, 2025, and the City Council Agenda of August 12, 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 July, 2025 on the bulletin board at the Rockport City Hall, 212 N Live Oak, Rockport, Texas, and on the website www.cityofrockport.com.

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

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development



AGENDA MEMO

DEPARTMENT: Building & Development

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: August 12, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval on the second and final readings of Ordinance No.1981 updating impact fees by amending Chapter 22, "Utilities," Section 22-400 through Section 22-422 of the City of Rockport Code of Ordinances; adopting revised Land Use Assumptions and Capital Improvements Plans for Water and Wastewater Impact Fees; establishing new service areas for Water and Wastewater Impact Fees; establishing new maximum Impact Fees per service unit and Impact Fees to be collected; creating schedules for the assessment and collection of Impact Fees; repealing conflicting Ordinances and Resolutions; providing for a severability clause; providing for a penalty not to exceed \$2,000 for each violation thereof; and providing an effective date

SUMMARY:

BACKGROUND:

In accordance with Chapter 395 of the Texas Local Government Code (Tex. LGC), the Impact Fee Advisory Committee has submitted a recommendation to City Council at least five (5) business days before the Public Hearing along with the Final Report on the Land Use Assumptions and Capital Improvement Plan. The Final Report on the Land Use Assumptions and Capital Improvement Plan is available to the public in the office of the Community Planner.

The Public Hearing and first reading of the Ordinance was held on July 22, 2025. Council moved to adopt the impact fees at 100% of the maximum allowable.

FUNDING SOURCE:

FUNDING IMPACT:

Collection of the Impact Fees will fund the projects outlined in the Capital Improvement Plan (CIP).

STAFF RECOMMENDATION:

Staff recommends the City Council accept the IFAC recommendation that it would be reasonable to set the new impact fees at 100% of the maximum allowable fees.

STRATEGIC INITIATIVES:

Infrastructure Ordinance

ATTACHMENTS:

1. Ordinance -with Exhibits
2. PH Impact Fee Update (2)
3. Recommendation from IFAC 5-30-2025

APPROVAL/REVIEW:



Kimberly Henry, Assistant to the City Manager

Date: August 06, 2025



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

ORDINANCE# _ _ _ _ _

AN ORDINANCE OF THE CITY OF ROCKPORT, TEXAS UPDATING IMPACT FEES BY AMENDING CHAPTER 22, "UTILITIES," SECTION 22-400 THROUGH SECTION 22-422 OF THE CITY OF ROCKPORT CODE OF ORDINANCES; ADOPTING REVISED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLANS FOR WATER AND WASTEWATER IMPACT FEES; ESTABLISHING NEW SERVICE AREAS FOR WATER AND WASTEWATER IMPACT FEES; ESTABLISHING NEW MAXIMUM IMPACT FEES PER SERVICE UNIT AND IMPACT FEES TO BE COLLECTED; CREATING SCHEDULES FOR THE ASSESSMENT AND COLLECTION OF IMPACT FEES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH VIOLATION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code, Chapter 395 authorizes a city to adopt and amend impact fees for the purpose of financing capital improvements required by new development; and

WHEREAS, the City Council of the City of Rockport, Texas in accordance with State law, initially enacted water and wastewater impact fees in accordance with Ordinance No. 1128, dated on the November 9, 1999; and

WHEREAS, the City Council, in accordance with State law, then enacted water and wastewater impact fees in accordance with Ordinance No. 1162 which was adopted by the City Council on September 26, 2000, and effective as of September 26, 2000; and then enacted Ordinance No. 1203, on January 8, 2002, and effective as of January 8, 2002 in order to amend certain definitions, change the method for calculating impact fees per service unit, and revise the Capital Improvement Plan,

WHEREAS, the City Council of the City of Rockport, Texas in accordance with State law, then enacted water and wastewater impact fees in accordance with Ordinance No. 1128 on November 9, 2001; and

WHEREAS, more than five (5) years has passed since the Council considered impact fees, and it is now appropriate and lawfully required that the City once again address the issues of Land Use Assumptions and a Capital Improvements Plan, as well as the subject of Amended Water and Wastewater Impact Fees; and

WHEREAS, the City Council in accordance with law desires to update its impact fee program by amending land use assumptions, service areas, capital improvements plans and impact fees for water and wastewater facilities; and

WHEREAS, the City Council of the City of Rockport, Texas has duly appointed an Impact Fee Advisory Committee (the "Committee") by Resolution No. 2024-09R on May 14, 2024; the Council has received written comments as required by law from such Committee, on July 8, 2025; and has adopted Land Use Assumptions and a Capital Improvements Plan for amended water and wastewater impact fees all in accordance with the requirements of Texas Local Government Code, Chapter 395; and

WHEREAS, on July 22, 2025, after due notice being issued in accordance with State law, a public hearing of the City Council was convened during the regularly called City Council meeting regarding the subject of the land use assumptions, capital improvements plans, and amended impact fees; and

WHEREAS, the City Council of the City of Rockport, Texas, having complied with all applicable substantive and procedural requirements of Texas Local Government Code, Chapter 395; considering the comments of the Impact Fee Advisory Committee; and after due deliberation and consideration finds it necessary and appropriate and in the public interest to establish water and wastewater impact fees, and to establish amended water and amended wastewater impact fees to pay the costs of certain capital improvements for new development;

NOW THEREFORE,

THE COUNCIL OF THE CITY OF ROCKPORT HEREBY ORDAINS:

SECTION 1. The facts, circumstances, and recitations contained in the preambles to this Ordinance are hereby found and declared to be true and correct.

SECTION 2. The Capital Improvements Plan for Water and Wastewater Impact Fees is hereby amended, as set forth in Exhibit "A," which is attached hereto and incorporated by reference herewith.

SECTION 3. The Land Use Assumptions for Water and Wastewater Impact Fees hereby are amended as set forth in Exhibit "A," which is attached hereto and incorporated by reference herewith.

SECTION 4. Chapter 22 of the Code of Ordinances of the City of Rockport, Texas, entitled "Utilities," is hereby amended, which shall hereafter read as follows:

CHAPTER 22: UTILITIES

ARTICLE XI. IMPACT FEES

§ 22-400. Purpose.

This article is intended to impose impact fees for wastewater treatment and water supply, pumps and storage facilities as established in this article, in order to finance public facilities, the demand for which is generated by new development (please see definition) in the designated service area or areas.

§ 22-401. Authority.

The city council is authorized to enact this article by chapter 395 of the Texas Local Government Code, as amended, which authorizes home-rule cities, among others, to enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions, and to persons with whom they have a wastewater or water supply service contract, as charges or assessments imposed against

new development (please see definition) in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development (please see definition). The provisions of this article shall not be construed to limit the power of the city council to adopt such ordinance pursuant to any other source of local authority, including the City Charter, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

22-402. Reserved.

22-403. Applicability of impact fees.

(a) This article shall be uniformly applicable to new development (please see definition), which occurs within the corporate limits of the city and its extraterritorial jurisdiction, and other areas serviced by a city wastewater treatment facility or water facility.

(b) No new development (please see definition) shall be exempt from the assessment of impact fees as defined in this article.

22-404. Impact fees as conditions of development approval.

No application for new development (please see definition) shall be approved within the city without assessment of impact fees pursuant to this article, and no water and wastewater tap shall be issued and no building permit shall be issued unless the applicant has paid the impact fees imposed by and calculated hereunder.

22-405. Establishment of water and wastewater service areas.

(a) The water and wastewater service areas are established as shown on the service area map, which is attached hereto as Exhibit ~~D~~ **B** to this article.

(b) The service areas shall be established consistent with any facility service area defined in the CIP for each utility or facility. Additions to the service area may be designated by the city council consistent with the procedure set forth in chapter 395.

22-406. Land use assumptions.

Land use assumptions used in the development of the impact fees update are contained in Exhibit A to this article. These assumptions may be revised by the city council according to the procedure set forth in chapter 395.

22-407. Capital improvements plan.

The amended capital improvements plan for the city is hereby adopted as Exhibit ~~C~~ **A** to this article. The capital improvements plan may be amended from time to time, pursuant to the procedures set forth in chapter 395.

22-408. Service units.

- (a) Service units are established in accordance with generally accepted engineering and planning standards.
- (b) The water and wastewater impact fees per service unit shall be calculated based on living unit equivalents as determined by the category of service for the development, or alternatively, as approved by the city council, based on the recommendation of the director as a result of an engineering report prepared by a qualified professional engineer licensed to perform such professional engineering services in the state, which demonstrates that the number of LUE's of service for the new development (please see definition) will be different than those indicated by the category of service.
- (c) No impact fee shall be assessed or collected from properties utilizing water service through fire flow connectors or fire demand meters only.
- (d) If a fire demand meter (tap) is purchased for a property, the number of service units shall be calculated based only upon the demand for regular residential, commercial or industrial service to the property.
- (e) Living unit equivalent (LUE) established are as follows:

Category	Service Unit	LUE	Water-CIF	Wastewater-CIF
Restaurant	1 person (based on maximum)	0.07	\$47.13	\$29.83
Cocktail Lounge	1 person (based on maximum)	0.04	26.93	17.05
Store/shop	1 restroom	0.50	336.64	213.08
Convenience Store	1 store	2.78	1,871.72	1,184.70
Self-service laundry	1 washing machine	0.66	444.36	281.26
Bath house	1 water fixture	0.06	40.40	25.57
Hospital	1 bed	0.50	336.64	213.08
Warehouse	1 restroom	0.50	336.64	213.08
Service station	1 station	2.30	1,548.54	980.15
Classroom (church or school)	1 student	0.05	33.66	21.31
Office building	150 square feet	0.05	33.66	21.31
Car wash	1 stall	2.50	1,683.20	1,065.38
Movie theater	1 seat	0.02	13.47	8.52
Recreational vehicle park	1 space	0.40	269.31	170.46
Motel/hotel (unit without kitchen)	1 unit	0.50	336.64	213.08
Commercial boat docks	1 slip	0.16	107.72	68.18
Church sanctuary	1 fixture	0.13	87.53	55.40
Dwelling unit*	1 unit	1.00	673.28	426.15
Efficiency dwelling 2 bedroom or less*	1 unit	0.75	504.96	319.61
Motel with kitchen	1 unit	0.75	504.96	319.61
Nursing home/assisted care facility	1 bed	0.50	336.64	213.08

<u>Category</u>	<u>Service Unit</u>	<u>LUE</u>	<u>Water CIF</u>	<u>Wastewater CIF</u>	<u>Total</u>
<u>Dwelling Unit</u>	<u>1 Unit</u>	<u>1.00</u>			
<u>Lawn Irrigation</u>	<u>1,000 sf of irrigated land</u>	<u>0.07</u>			

<u>Swimming pool</u>	<u>1 Pool</u>	<u>0.10</u>			
<u>Restaurant</u>	<u>1 Person (based on max)</u>	<u>0.07</u>			
<u>Cocktail Lounge</u>	<u>1 person (based on maximum)</u>	<u>0.04</u>			
<u>Store/shop</u>	<u>1 restroom</u>	<u>0.50</u>			
<u>Convenience Store</u>	<u>1 store</u>	<u>2.78</u>			
<u>Self-service laundry</u>	<u>1 washing machine</u>	<u>0.66</u>			
<u>Bath house / Spa</u>	<u>1 water fixture</u>	<u>0.06</u>			
<u>Hospital</u>	<u>1 bed</u>	<u>0.50</u>			
<u>Warehouse</u>	<u>1 restroom</u>	<u>0.50</u>			
<u>Service station</u>	<u>1 station</u>	<u>2.30</u>			
<u>Classroom (church or school)</u>	<u>1 student</u>	<u>0.05</u>			
<u>Office building</u>	<u>150 square feet</u>	<u>0.05</u>			
<u>Car wash</u>	<u>1 stall</u>	<u>2.50</u>			
<u>Movie theater</u>	<u>1 seat</u>	<u>0.02</u>			
<u>Recreational vehicle park</u>	<u>1 space</u>	<u>0.40</u>			
<u>Motel/hotel (unit without kitchen)</u>	<u>1 unit</u>	<u>0.50</u>			
<u>Motel with kitchen</u>	<u>1 unit</u>	<u>0.75</u>			
<u>Nursing home /assisted care facility</u>	<u>1 Unit per bed</u>	<u>0.50</u>			
<u>Boat Docks</u>	<u>1 slip</u>	<u>0.16</u>			
<u>Church sanctuary</u>	<u>1 fixture</u>	<u>0.13</u>			

~~New Calculations
(1/9/02)-~~

~~Capital Recovery-
Fee~~

~~Maximum %-
allowed~~

~~Impact Fee per LUE~~

~~Water Living Unit Equivalent (LUE)~~

~~\$1,356.56-~~

~~0.50%~~

~~\$674.28-~~

~~Wastewater Living Unit Equivalent
(LUE)~~

~~852.30-~~

~~0.50%~~

~~426.15-~~

*NOTE: Dwelling units include manufactured homes, apartments, condominiums and all other residential dwelling structures not listed above.

22-409. Impact fees per service unit.

~~(a) The maximum impact fee per service unit shall be computed by subtracting the credit for a portion of ad-valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, or the credit equal to 50 percent of the total projected cost of implementing the capital improvement plan, whichever is applicable, from the growth-related capital construction cost in the capital improvements plan for that category of capital improvements, and dividing that amount by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development (please see definition), based on the land use assumptions for that service area. Maximum assessable impact fees per service unit shall be established by category of capital improvements and shall be set forth in Exhibit B to Ordinance No. 1203.~~

(a) The water and wastewater impact fee per service unit shall be determined based on the following:

<u>System</u>	<u>Maximum Allowable Impact Fee per LUE</u>	<u>Impact Fee per LUE Assessment and Collection</u>
<u>Water</u>	<u>\$4,056.00</u>	<u>\$4,056.00</u>
<u>Wastewater</u>	<u>\$3,819.00</u>	<u>\$3,819.00</u>

(b) Maximum assessable impact fees in Exhibit B subsection (a) may be amended by the city council according to the procedure set forth in chapter 395.

22-410. Assessment of impact fees.

(a) The approval of any subdivision of land or of any new development (please see definition) shall include as a condition the assessment of the impact fees applicable to such development.

(b) Assessment of the impact fees for any new development (please see definition) shall be made as follows and shall be based upon the impact fee per service unit set forth in Exhibit B A at the time of assessment:

(1) For a new development (please see definition), which has received final plat approval prior to the effective date of this article and for which no replatting is necessary prior to water or wastewater tap purchase, assessment shall be upon the effective date of this article.

(2) For a development, which is final platted pursuant to the city's subdivision regulations following the effective date of this article, assessment shall be at the time of final plat recordation.

(c) Because fire protection is of critical concern to the community as a whole, water demand related solely to fire protection is not subject to assessment of an impact fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for regular residential, commercial or industrial purposes as evidenced by the record of consumption recorded on the city's meter-reading and billing systems, the then current impact fee should be assessed and collected from the current owner of the property for the routine usage as domestic capacity.

(d) Following assessment of the impact fees pursuant to subsection (b) of this section, no additional impact fees or increases thereof shall be assessed against that development unless the number of service units increases.

22-411. Calculation of impact fees.

(a) Following a request for a building permit or tap purchase for new development (please see definition), the director shall compute impact fees due for the new development (please see definition) in the following manner:

(1) The number of LUE's shall be determined by the category of service or as otherwise determined by the city council as provided in subsection (b) of section 22-408; and

(2) The total service units shall be multiplied by the appropriate per-unit fee value determined as set forth in section 22-409.

(b) The value of each impact fee due for a new development (please see definition) shall not exceed the values shown in Exhibit ~~B~~ A.

(c) Separate impact fees shall be calculated for water and wastewater service.

22-412. Collection of impact fees.

(a) No water or wastewater tap shall be allowed until all impact fees have been paid in full to the city, except as provided otherwise by this section.

(b) Except as provided in subsections (c) below, impact fees shall be collected at the time of issuance of the building permit. For land platted outside this city's corporate limits, the city shall collect impact fees at the time an application for an individual meter connection to the city's water and/or wastewater system is filed. If the city lacks authority to issue building permits in the area where the impact fees applies, the city shall collect the impact fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(c) The city may enter into an agreement with the owner of a tract of land for which a plat has been recorded providing for payment of the impact fees in up to 18 monthly payments.

(d) Impact fees paid overtime shall accrue interest of six percent APR and monthly payments shall not be less than \$100.00.

22-413. Establishment of accounts and records.

(a) The director shall establish separate interest-bearing accounts, in a bank authorized to receive deposits of city funds, for each major category of capital facility for which an impact fee is imposed pursuant to this article.

(b) Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds authorized in section 22-414.

(c) The director shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 22-414. Disbursement of funds shall be authorized by the director at such times as are reasonably necessary to carry out the purposes and intent of this article; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.

(d) The director shall maintain and keep adequate financial records for each such account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of uses specified in the capital improvements plan as system-related capital projects.

22-414. Use of proceeds of impact fee accounts.

(a) The impact fees collected pursuant to this article may be used to finance or to recoup capital construction costs of service. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facilities expansions.

(b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:

- (1) Construction, acquisition or expansion of capital improvements or assets other than those identified for the appropriate utility in the capital improvements plan;
- (2) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;
- (3) Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (4) Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
- (5) Administrative and operating costs of the city.

22-415. Appeals.

(a) The property owner or applicant for new development (please see definition) may appeal the following decisions to the director or his/her designee:

- (1) The applicability of an impact fee to the development;
- (2) The value of the impact fee due;
- (3) All appeals shall be filed with the city secretary within 30 days of notice of the action from which the appeal is taken.

(b) The burden of proof shall be on the appellant to demonstrate that the fee is not applicable or that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.

(c) The appellant may appeal the decision of the director to the city council. The applicant must file a notice of appeal to the city council with the city secretary within 30 days following the director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the city attorney in an amount equal to the original determination of the impact fee due, the development application or tap purchase or building permit issuance may be processed while the appeal is pending.

22-416. Updates to plan and revision of fees.

(a) The functions of the advisory committee are those set forth in chapter 395 and shall include the following:

- (1) Advise and assist the city council in adopting land use assumptions;

- (2) Review the capital improvements plan regarding wastewater treatment and water supply, pumps and storage facilities capital improvements and file written comments thereon;
 - (3) Monitor and evaluate implementation of the capital improvements plan;
 - (4) Advise the city of the need to update or revise the land use assumptions, capital improvements plan and impact fees; and
 - (5) File a semiannual report evaluating the progress of the city in achieving the capital improvement plan and identifying any problems in implementing the plan or administering the impact fees.
- (b) The city council shall make available to the advisory committee any professional reports prepared in the development or implementation of the capital improvement plan.
- (c) The city council shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

22-418. Use of other financing mechanisms.

- (a) The city council may finance wastewater treatment and water supply, pumps and storage facilities, and capital improvements or facilities expansions designated in the capital improvements plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- (b) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

22-419. Impact fees as additional and supplemental regulation.

- (a) Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of the city's comprehensive plan, capital improvements plan, zoning ordinance, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.
- (b) This article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the city, which shall be operative and remain in full force and effect without limitation with respect to all such development.

22-420. Certification of compliance.

The city shall submit a written certification verifying compliance with chapter 395 to the attorney general each year not later than the last day of the city's fiscal year. The certification shall be signed by the mayor and include the statement:

"This statement certifies compliance with Chapter 395, Local Government Code."

22-421. Capital improvements plan.

The capital improvements plan (Exhibit ~~C~~ **A**) is included for the sole purpose of enumerating a plan for awarding credits as set forth in section 22-409 and shall ~~not~~ be considered to be an update of the capital improvements plan as provided in section 22-416.

SECTION 4. Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not to exceed \$2,000. Each day that a provision of this Ordinance is violated shall constitute a separate and distinct offense.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions, despite any such invalidity.

SECTION 6. This Ordinance shall repeal any conflicting ordinances and resolutions to the contrary; it being the intention of the City Council to amend certain provisions of Chapter 22 of the City of Rockport, Texas Code of Ordinances dealing with Impact Fees.

SECTION 7. - EFFECTIVE DATE

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

APPROVED on first reading this the 22nd day of July, 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

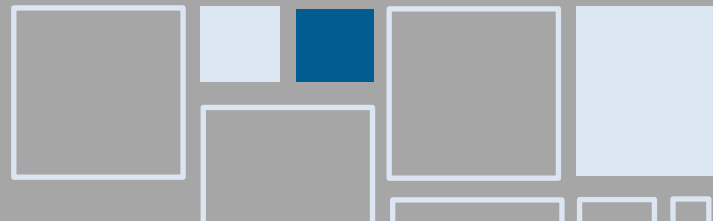
ATTEST:

Shelley Goodwin, City Secretary



CITY OF ROCKPORT

WATER & WASTEWATER
IMPACT FEE STUDY



2 0 2 5

PREPARED BY:

Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, Texas 78759
512-617-3100





Innovative approaches
Practical results
Outstanding service

Water & Wastewater Impact Fee Study

June 2025

Prepared for:

City of Rockport



Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
(512) 617-3100

Water & Wastewater Impact Fee Study June 2025



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

CITY OF ROCKPORT

2751 SH 35 Bypass
Rockport, TX 78382

FREESE AND NICHOLS, INC.

10431 Morado Circle, Suite 300
Austin, Texas 78759
FNI Project Number: RCK23700

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APPENDICES

- Appendix A - Water Capital Improvement Plan Cost Tables
- Appendix B - Wastewater Capital Improvement Plan Cost Tables

EXECUTIVE SUMMARY

The City of Rockport (City), authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis for the update of water and wastewater impact fees. The purpose of this report is to summarize the methodology used in the development and calculation of impact fees for the City. The methodology used herein satisfies the requirements of the Texas Local Government Code Chapter 395 for the establishment and update of impact fees. As part of this study, land use assumptions, growth projections, water demands, and wastewater flows were developed to inform recommended system improvements. Impact fee capital improvements plans (CIP) were developed for both the water and wastewater systems to serve projected growth through 2035. Hydraulic analyses and capacity evaluations were conducted to calculate the percentage of each project's capacity anticipated to be utilized in the 10-year planning period (2025-2035). A summation of each project's estimated cost, including financing costs, multiplied by the utilization percentage of that project was used to calculate a total impact fee eligible CIP cost. A 50% credit was applied to the total eligible cost as required by Chapter 395 to account for potential future rates being used to fund the system improvements. These costs were divided by the projected growth in service units within the service area to determine the maximum allowable impact fees. **Table ES-1** and **Table ES-2** summarize the maximum allowable impact fee calculations for water and wastewater, respectively.

Table ES-1: Water Maximum Allowable Impact Fee

Water Impact Fee	
Total Project Costs (Financing + Capital)	\$49,641,143
Total Eligible Impact Fee Costs	\$14,311,417
Costs with 50% Credit	\$7,155,408
Growth in LUEs	1,764
Maximum Allowable Water Impact Fee with 50% Credit	\$4,056

Table ES-2: Wastewater Maximum Allowable Impact Fee

Wastewater Impact Fee	
Total Project Costs (Financing + Capital)	\$79,930,731
Total Eligible Impact Fee Costs	\$13,475,369
Costs with 50% Credit	\$6,737,684
Growth in LUEs	1,764
Maximum Allowable Wastewater Impact Fee with 50% Credit	\$3,819

1.0 BACKGROUND

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” In September 2001, Senate Bill 243 amended Chapter 395 thus creating the current procedure for implementing impact fees. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees. **Table 1-1** provides a list of abbreviations used in this report.

Table 1-1: Abbreviations

Abbreviation	Full Nomenclature
ACS	American Community Survey
AD	Average Day
CCN	Certificate of Convenience and Necessity
CIP	Capital Improvements Plan
City	City of Rockport
EST	Elevated Storage Tank
FNI	Freese and Nichols, Inc.
gpm	gallons per minute
GST	Ground Storage Tank
LS	Lift Station
MGD	million gallons per day
PH	Peak Hour Demand
PS	Pump Station
psi	pounds per square inch
TCEQ	Texas Commission on Environmental Quality
SPMWD	San Patricio Municipal Water District
SUE	Service Unit Equivalent
WWTP	Wastewater Treatment Plant

2.0 POPULATION AND LAND USE ASSUMPTIONS

Population and land use are important elements in the analysis of water and wastewater systems. To assist in determining the need and timing of system infrastructure to serve future development, a reasonable estimation of future growth is required. Growth projections were formulated based on assumptions pertaining to the type, location, quantity, and timing anticipated development within the City. These land use assumptions provide the basis for the preparation of impact fee capital improvements.

2.1 Service Area

Rockport's water and wastewater service area encompasses the City Limits as well as both the water and wastewater Certificates of Convenience and Necessity (CCN). A CCN is a state-regulated agreement in which the CCN holder is required to provide continuous and adequate utility service to all its retail customers and in turn is protected from encroachment by other retail service providers. However, a city can provide service outside of their CCN, as is the case with Rockport, with both the water and wastewater systems extending beyond the CCN limits. Therefore, the service area identified for this study also extends to the west to include areas the City currently serves. **Figure 2-1** shows the water and wastewater service area.

FIGURE 2-1
CITY OF ROCKPORT
IMPACT FEE SERVICE AREA
LEGEND

- Impact Fee Service Area

Water CCN

Sewer CCN

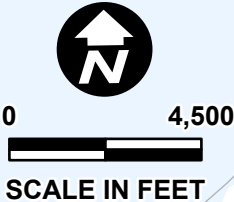
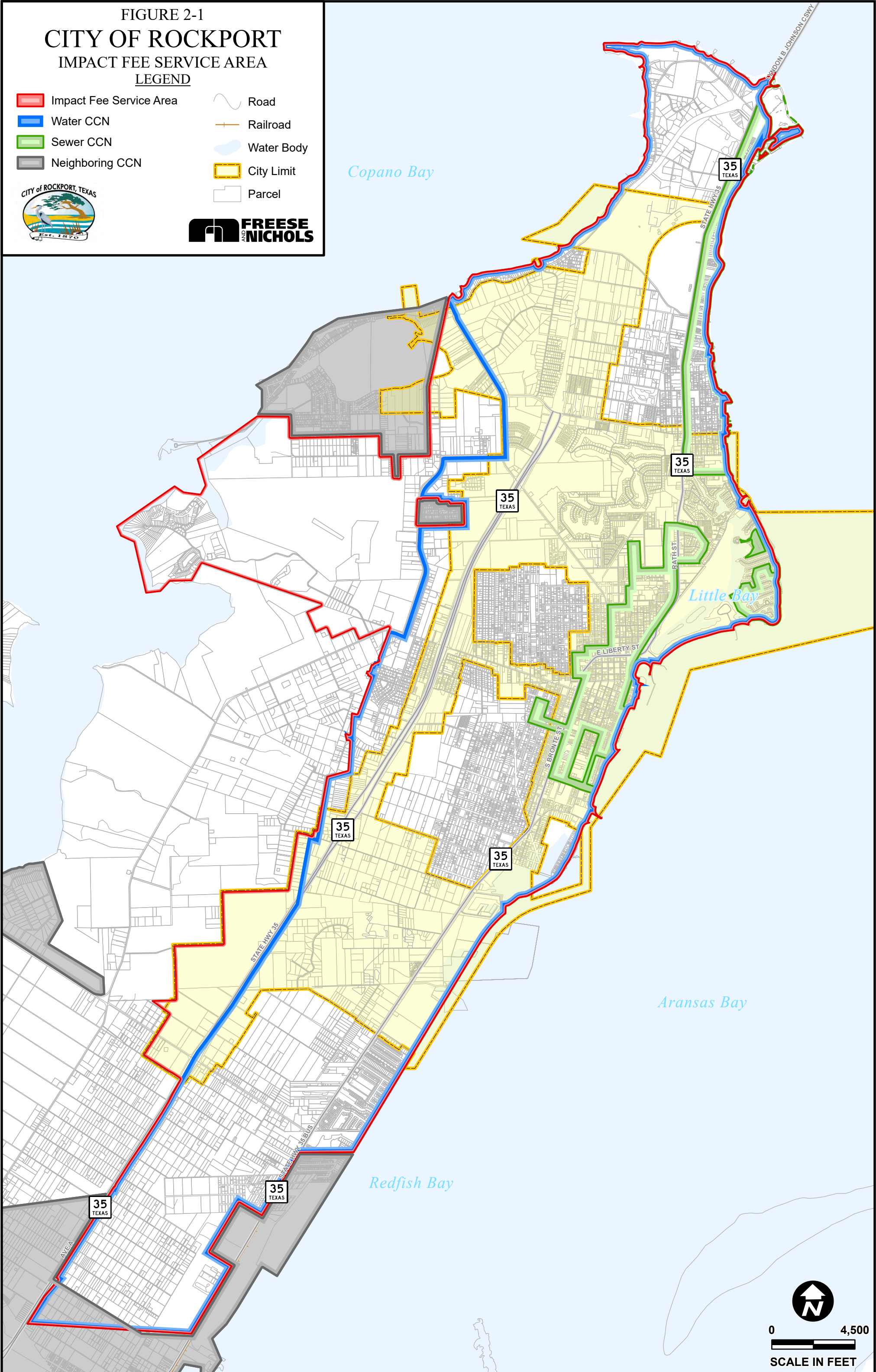
Neighboring CCN
- Road

Railroad

Water Body

City Limit

Parcel



2.2 Growth Projections

Reviewing historical population and growth rates provides a basis for projecting growth into the future. **Table 2-1** shows the historical population and associated growth rates for the City of Rockport from the US Census. According to Census data, Rockport's population grew at an average rate of 0.72% between 2010 and 2024. However, removing the outlying years where the population declined in 2018 and 2020, likely due to Hurricane Harvey and the Covid pandemic, the average growth rate was around 1.75%.

Table 2-1: Historical Service Area Populations

Year	City Limits Population	Growth Rate
2010	10,038	--
2011	10,113	0.75%
2012	10,239	1.25%
2013	10,468	2.24%
2014	10,802	3.19%
2015	10,897	0.88%
2016	11,058	1.48%
2017	11,145	0.79%
2018	10,513	-5.67%
2019	10,604	0.87%
2020	10,156	-4.22%
2021	10,465	3.04%
2022	10,713	2.37%
2023	10,970	2.40%
2024	11,236	2.00%

Because the City provides water and wastewater service to customers outside the city limits, the billing meters were used to determine the existing service area populations. The service population was estimated by multiplying each meter in the system by a corresponding people-per-meter value depending on which Census Tract it was in. The people-per-meter values were based on the people-per-household statistics from 2022 American Community Survey (ACS) data. The existing water and wastewater service populations were estimated to be 18,618 and 10,672, respectively. Once the existing water service population was determined, FNI applied a tapering growth rate that starts at 2.0% and decreases to 1.0% by 2050 with an average annual growth rate of 1.75% over the next 10 years. The future population of the

wastewater service area was estimated under the assumption that all new water customers will also be wastewater customers and that by 2050, all existing water customers currently using septic systems will connect to the City's wastewater system. It should be noted that the septic conversion customers were projected to occur after 2035 and are not included in the impact fee eligible growth. **Table 2-2** shows the population projections in the water and wastewater service areas.

Table 2-2: City Limits and Water Service Population

Year	Water Service Area Population	Wastewater Service Area Population
2025	18,618	10,672
2030	20,556	12,610
2035	22,145	14,199
2050	25,710	25,710

Projected population growth was allocated spatially based on development locations provided by the City and by utilizing Rockport's Future Land Use Map. The majority of the population growth was estimated to come from the 16 ongoing and planned housing developments within the service area. The population resulting from these developments was calculated by multiplying the lot counts for each development by 2.0, which is the average people-per-household value in Rockport according to the 2022 ACS. Lot counts for the developments were either provided by the City or estimated based minimum lot sizes according to the City's zoning densities.

The rest of the population growth was assumed to be infill and was distributed to the eight planning areas that were defined within the impact fee service area. Distribution of infill population was based on each planning area's weighted portion of undeveloped parcels that lie within areas marked for Single-Family or Multi-Family use on the Future Land Use Map. Planning areas were defined by FNI and largely aligned with the eight Census Tracts that cover the service area. **Figure 2-2** shows the total phased population growth in each planning area as well as the locations of all major developments.

FIGURE 2-2
CITY OF ROCKPORT
PROJECTED POPULATION GROWTH

PROJECTED GROWTH TOTALS	
5-Year:	1,938
10-Year:	3,527
25-Year:	7,092

LEGEND

Impact Fee Service Area

Planned Development

Planning Area

City Limit

Parcels

Road

Railroad



CITY OF ROCKPORT, TEXAS
Est. 1870



FREese
AND
NICHOLS



3.0 SYSTEM ANALYSES AND CAPITAL IMPROVEMENT PLANS

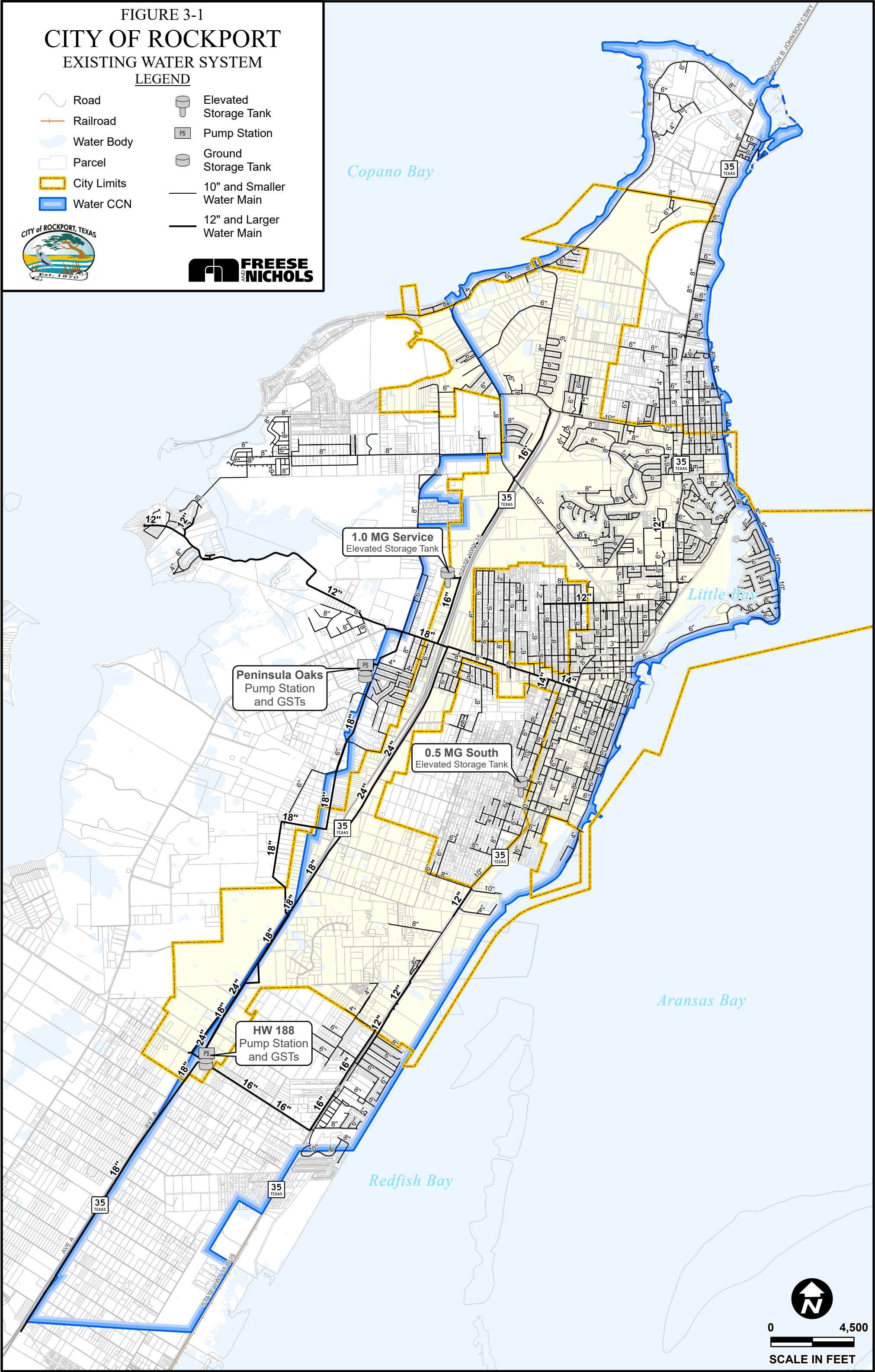
3.1 Existing Water and Wastewater Systems

The City of Rockport's distribution system consists of over 200 miles of water lines with diameters ranging in size from 4-inch to 24-inches, two pump stations (PS), four ground storage tanks (GST), and two elevated storage tanks (EST). The City receives water from the San Patricio Municipal Water District (SPWMD) at the Highway 188 PS, where it is then distributed throughout the rest of the water system. The water system operates as one pressure plane, with the two ESTs setting the overflow elevation level. The existing water system is shown on **Figure 3-1**.

The City of Rockport's existing wastewater system consists of roughly 42 miles of force main and 90 miles of gravity main. Pipeline diameters range in size from 2-inches to 18-inches. The wastewater system is served by one wastewater treatment plant (WWTP) that is owned and operated by Rockport's Wastewater Collection and Treatment Department. The WWTP has a total treatment capacity of 3.0 million gallons per day (MGD). Lift stations (LS) are necessary when wastewater needs to be pumped to a higher elevation where the gravity flow can resume to the outfall of the system. Rockport operates 47 lift stations throughout the service area that vary in size, with firm pumping capacities ranging from 139 gpm to 1,160 gpm. The existing wastewater system is shown on **Figure 3-2**.

FIGURE 3-1
CITY OF ROCKPORT
EXISTING WATER SYSTEM
LEGEND

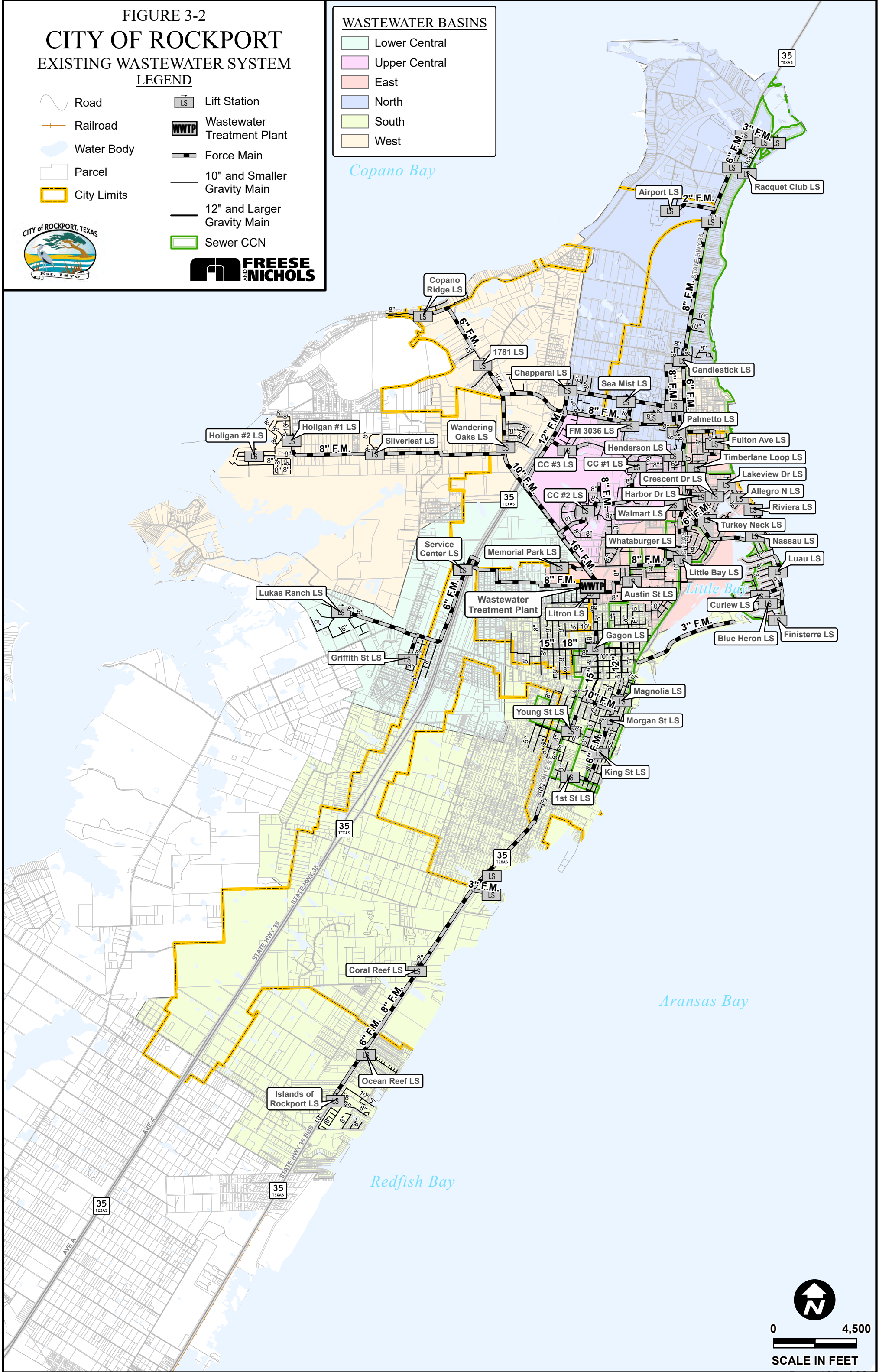
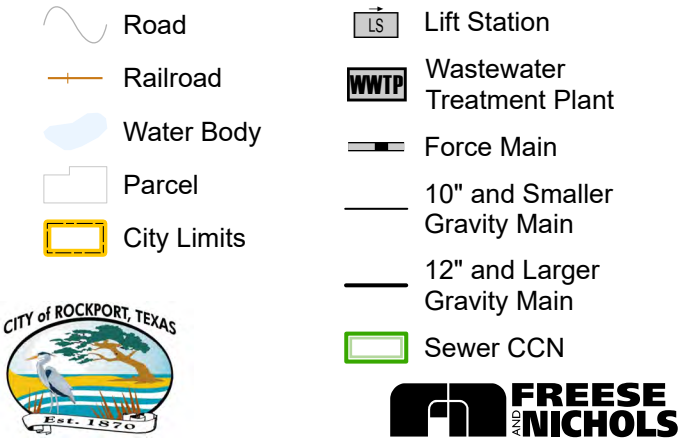
-  Road
-  Railroad
-  Water Body
-  Parcel
-  City Limits
-  Water CCN
-  Elevated Storage Tank
-  Pump Station
-  Ground Storage Tank
-  10" and Smaller Water Main
-  12" and Larger Water Main



0 4,500

SCALE IN FEET

FIGURE 3-2
CITY OF ROCKPORT
EXISTING WASTEWATER SYSTEM
LEGEND



0 4,500

SCALE IN FEET

3.2 Water and Wastewater Load Projections

Historical water demand and wastewater flows were reviewed in order to identify trends in per-capita consumption and select values to use in projections. **Table 3-1** shows the historical water demand and wastewater flow from 2010 to 2023. Historical service populations were estimated assuming consistent proportions to the City population based on Census data.

Table 3-1: Historical Water Demands and Wastewater Flows

Year	Estimated Water Service Population	Average Day Demand (MGD)	Average Day Per-Capita Demand (gpcd)	Estimated Wastewater Service Population	Average Day Flow (MGD)	Average Day Per-Capita Flow (gpcd)
2010	16,303	2.4	148	9,345	1.4	146
2011	16,757	2.9	174	9,606	1.1	111
2012	16,966	2.8	163	9,725	1.1	114
2013	17,345	2.5	145	9,943	1.2	119
2014	17,899	2.4	137	10,260	1.2	116
2015	18,056	2.1	117	10,350	1.5	146
2016	18,323	2.3	128	10,503	1.1	102
2017	18,467	2.3	126	10,586	1.2	110
2018	17,420	2.0	118	9,985	1.0	103
2019	17,571	2.2	126	10,072	1.1	111
2020	16,828	2.4	144	9,646	1.3	134
2021	17,340	2.4	139	9,940	1.1	112
2022	17,751	2.5	142	10,175	1.1	111
2023	18,177	2.6	145	10,419	1.2	111
Average	-	2.4	139		1.2	117
Maximum	-	2.9	174		1.5	146

Average-day water demands were projected for 2030, 2035, and 2050 by applying a selected per-capita consumption of 150 gpcd to the estimated population of the service area in each planning phase. Corresponding maximum day and peak hour values were estimated using an average day to maximum day peaking factor of 1.8 and a maximum day to peak hour peaking factor of 2.0. **Table 3-2** shows the projected average, maximum, and peak water demands for all planning phases.

Average-day wastewater flows were projected for 2030, 2035, and 2050 by applying a selected per-capita flow of 120 gpcd. A system-wide peaking factor of 4.0 was used to project peak wet weather flow. The resulting wastewater projections are shown in **Table 3-3**.

Table 3-2: Water Demand Projections

Year	Population	Average Day Per-Capital (gpcd)	Average Day Demand (MGD)	Overall MD:AD Peaking Factor	Maximum Day Demand (MGD)	PH:MD Peaking Factor	Peak Hour Demand (MGD)
2025	18,618	150	2.8	1.8	5.0	2.0	10.1
2030	20,556	150	3.1	1.8	5.6	2.0	11.1
2035	22,145	150	3.3	1.8	6.0	2.0	12.0
2050	25,710	150	3.9	1.8	6.9	2.0	13.9

Table 3-3: Wastewater Flow Projections

Year	Wastewater Service Area Population	Average Day Per-Capita Flow (gpcd)	Average Day Flow (MGD)	Peak Wet Weather Peaking Factor	Peak Wet Weather Flow (MGD)
2025	10,672	120	1.2	4.0	4.8
2030	12,610	120	1.4	4.0	5.8
2035	14,199	120	1.6	4.0	6.5
2050	25,710	120	3.0	4.0	12.3

3.3 Water and Wastewater System Analysis

The water system was evaluated under existing and future demand conditions by utilizing a validated steady-state water model created in InfoWater Pro. The model allowed FNI to assess the system's ability to maintain proper residual pressures during peak demand conditions for all planning phases and identify areas where improvements may be needed. The system was also evaluated against minimum requirements for pumping and storage set forth by TCEQ in the Texas Administrative Code (TAC) Chapter 290.45. The following summarizes the results of the water system analysis:

- The system has adequate firm pumping capacity to meet system demands through 2050 but will either need to secure a higher contracted amount of water from SPWMD or pursue alternative capacity requirements in order to meet TCEQ requirements for production capacity.
- The system has adequate total storage capacity to meet TCEQ minimum requirements through 2050, and enough elevated storage capacity to meet minimum requirements through 2035.
- Model analysis showed large areas of the system experiencing low pressure during peak demand conditions for existing and future conditions due to high headloss caused by undersized transmission lines.

Hydraulic analysis was conducted to identify deficiencies in Rockport's existing wastewater collection system. Due to lack of GIS information and pipe invert elevations, a full InfoSewer model could not be created. Therefore, FNI analyzed lift stations, force mains, and gravity mains that were projected to experience higher flows due to growth or were noted as having existing issues per discussion with City staff. The following summarizes the results of the wastewater system analysis:

- Gagon Street Lift Station is the only existing lift station needing expansion in the 10-year planning period.
- Very limited conveyance capacity is available through lift stations and force mains in the southern basin of the system, meaning that all new flow coming from future developments in the south portion of the service area will need to be served by new wastewater infrastructure.
- A new lift station is required to extend service to development coming into the central basin of the wastewater system.
- The existing wastewater treatment plant has sufficient capacity to meet projected flow through 2050.

3.4 Water and Wastewater System Capital Improvements Plan

Impact Fee CIPs were developed for the water and wastewater systems to address any system deficiencies caused by growth in the 10-year window. The proposed improvements for the water system are shown on **Figure 3-3**, and the improvements for the wastewater system are shown on **Figure 3-4**. Full project descriptions and cost estimates for the proposed water and wastewater system projects are included in **Appendix A** and **Appendix B**, respectively. The costs are in 2025 dollars and include an allowance for engineering, surveying, right-of-way acquisition, and contingencies.

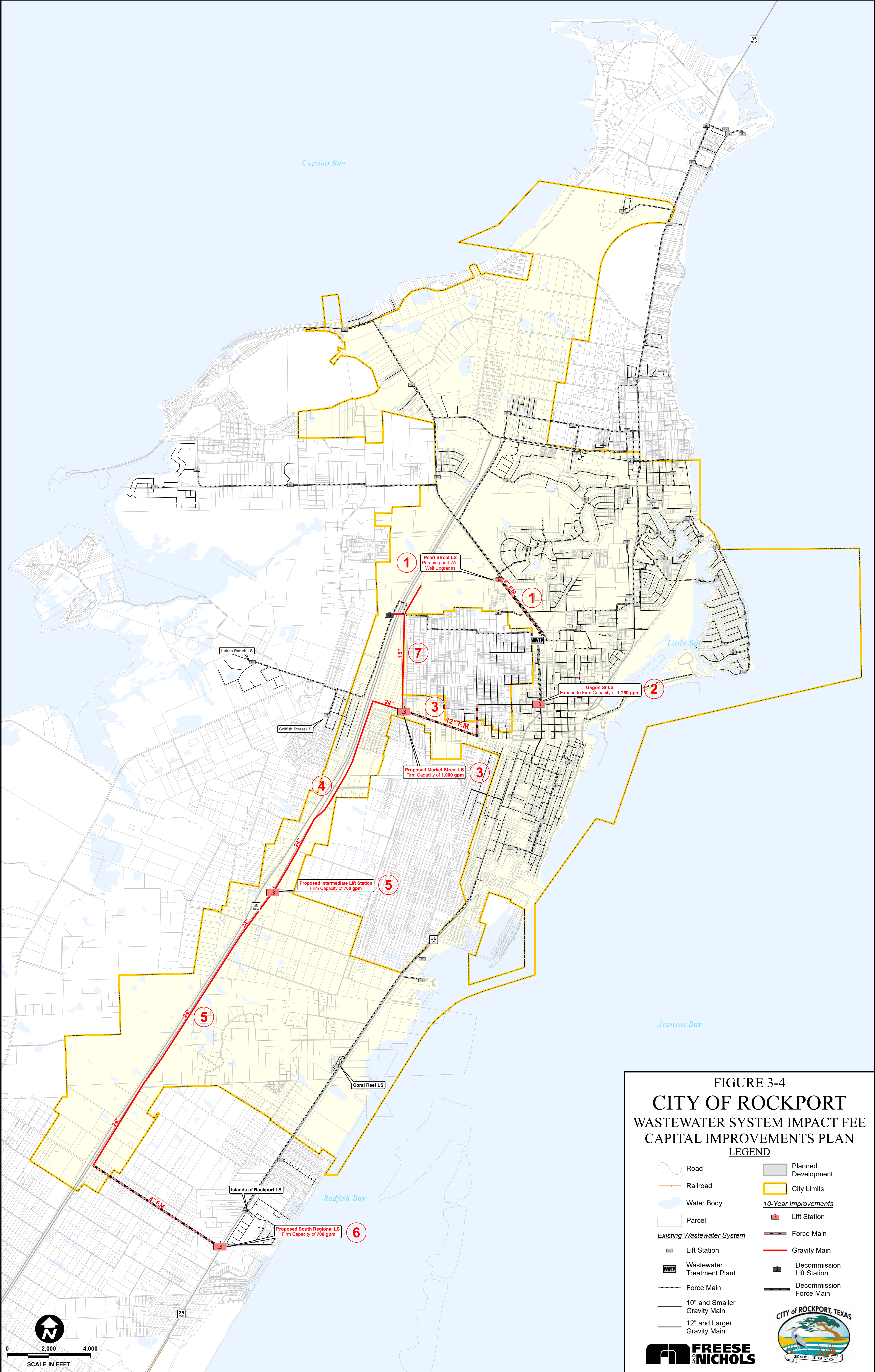


FIGURE 3-4
CITY OF ROCKPORT
WASTEWATER SYSTEM IMPACT FEE
CAPITAL IMPROVEMENTS PLAN
LEGEND

- | | | | |
|--|----------------------------|--|---------------------------|
| | Road | | Planned Development |
| | Railroad | | City Limits |
| | Water Body | | 10-Year Improvements |
| | Parcel | | Lift Station |
| | Lift Station | | Force Main |
| | Wastewater Treatment Plant | | Gravity Main |
| | Force Main | | Decommission Lift Station |
| | | | |

4.0 WATER AND WASTEWATER IMPACT FEE ANALYSIS

Impact fee analysis involves determining the utilization of projects as defined on the impact fee CIP to serve new development over the next 10-year time period. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based on the percentage of the project's capacity required to serve development projected to occur between 2025 and 2035. Capacity serving existing development and development projected for more than 10 years in the future cannot be included in the impact fee calculations.

4.1 Service Units

For Rockport, an SUE is defined as one dwelling unit based on Chapter §22-408 of the City's Code of Ordinances. To determine the estimated 10-year growth in dwelling units, FNI divided the 10-year population growth for both the water and wastewater populations by 2.0, which is Rockport's average person-per-household value reported by the 2022 American Community Survey. **Table 4-1** shows the growth in population and service units for the water and wastewater systems.

Table 4-1: Water and Wastewater 10-Year Growth in Service Units

	Water Population	Wastewater Population
2025	18,618	10,672
2035	22,145	14,199
Growth in Population	3,527	3,527
Growth in Service Units	1,764	1,764

4.2 Maximum Impact Fee Calculations

Project utilization percentages were calculated for water and wastewater by using both desktop and model hydraulic analysis. The utilization percentages as well as the impact fee eligible costs for water and wastewater are shown in **Table 4-2** and **Table 4-3**, respectively. Financing costs are included in the impact fee calculations based on a 4.5% interest rate over a 30-year term.

Table 4-2: Water Maximum Allowable Impact Fee Calculation

No.	Project Description	Percent Utilization			Cost Based on 2025 Dollars			
		2025	2035	10-year Utilization	Capital Cost	Financing Cost	Total Project Cost	Impact Fee Eligible Cost
1	12-inch and 8-inch Lakeway Estates Water Line	0%	41%	41%	\$2,318,400	\$1,767,633	\$4,086,033	\$1,675,274
2	12-inch 1859 FM Water Line	0%	48%	48%	\$1,722,300	\$1,313,145	\$3,035,445	\$1,457,013
3	16-inch Central Water Line	0%	52%	52%	\$5,061,900	\$3,859,378	\$8,921,278	\$4,639,065
4	12-inch Pearl Street Water Line	0%	29%	29%	\$1,266,900	\$965,931	\$2,232,831	\$647,521
5	16-inch and 12-inch Myrtle Street Water Lines	0%	29%	29%	\$4,504,400	\$3,434,320	\$7,938,720	\$2,302,229
6	12-inch North Water Line	0%	19%	19%	\$2,351,600	\$1,792,946	\$4,144,546	\$787,464
7	12-inch East Market Street Water Line	13%	30%	17%	\$2,346,000	\$1,788,676	\$4,134,676	\$702,895
8	12-inch 16 th Street Water Line	0%	8%	8%	\$5,630,400	\$4,292,823	\$9,923,223	\$793,858
9	12-inch West 4 th Street Water Line	0%	25%	25%	\$2,964,300	\$2,260,091	\$5,224,391	\$1,306,098
Total Capital Improvements Cost					\$28,166,200	\$21,474,943	\$49,641,143	\$14,311,417

Table 4-3: Wastewater Maximum Allowable Impact Fee Calculation

No.	Project Description	Percent Utilization			Cost Based on 2025 Dollars			
		2025	2035	10-year Utilization	Capital Cost	Financing Cost	Total Project Cost	Impact Fee Eligible Cost
1	Pearl Street LS Pumping and Wet Well Upgrades	0%	18%	18%	\$1,022,400	\$779,515	\$1,801,915	\$324,345
2	Gagon Street LS Expansion	63%	88%	25%	\$1,587,000	\$1,209,987	\$2,796,987	\$700,334
3	New Market Street LS and 12-inch Force Main	0%	40%	40%	\$6,695,800	\$5,105,123	\$11,800,923	\$4,720,369
4	TX-35 24-inch Gravity Interceptor - Phase 1	0%	10%	10%	\$11,476,100	\$8,749,799	\$20,225,899	\$2,022,590
5	New Intermediate LS and TX-35 24-inch Gravity Interceptor - Phase 2	0%	11%	11%	\$13,975,300	\$10,655,281	\$24,630,581	\$2,709,364
6	New South Regional LS and 8-inch Force Main	0%	17%	17%	\$5,594,600	\$4,265,528	\$9,860,128	\$1,676,222
7	Redwood Avenue 15-inch Gravity Line	0%	15%	15%	\$5,001,200	\$3,813,098	\$8,814,298	\$1,322,145
Total Capital Improvements Cost					\$45,352,400	\$34,578,331	\$79,930,731	\$13,475,369

Impact Fees are developed in accordance with Chapter 395 of the Texas Local Government Code. Chapter 395 states that the maximum impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units equivalents (SUE) attributed to new development during the impact fee eligibility period. Chapter 395 also requires a plan that addresses possible duplication of payments for capital improvements. This plan can either provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt, or reduce the total eligible project costs by 50 percent. The City of Rockport has selected to utilize the reduction of the total eligible project costs by 50 percent to determine the maximum allowable impact fees. A summary of the maximum allowable impact fee calculations for water and wastewater is included in **Table 4-4** and **Table 4-5**, respectively. For comparison purposes, **Figure 4-1** was developed to show Rockport's existing and new maximum allowable impact fees in relation to impact fees assessed by other Texas cities.

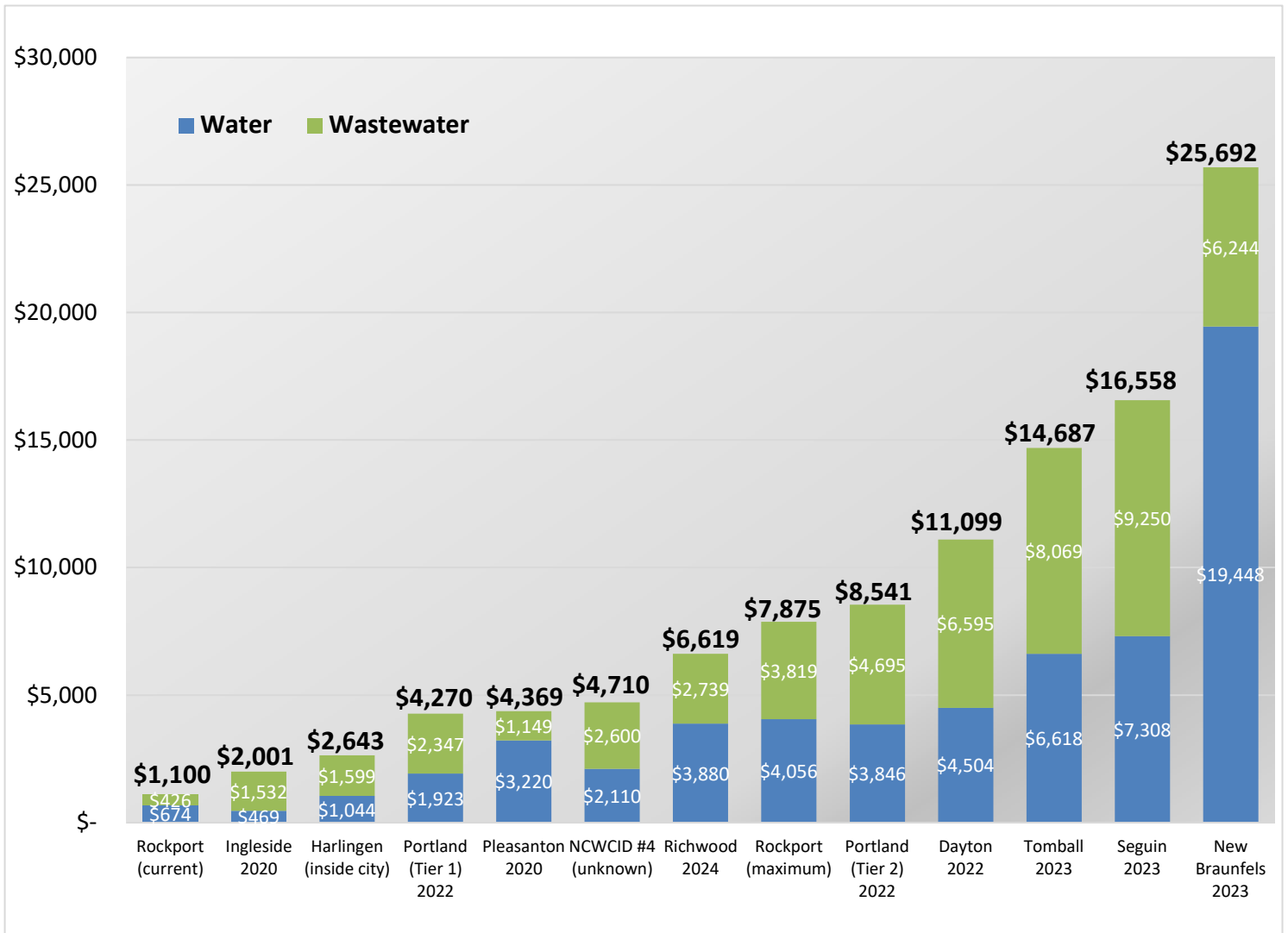
Table 4-4: Water Maximum Allowable Impact Fee

Water Impact Fee	
Total Project Costs (Financing + Capital)	\$49,641,143
Total Eligible Impact Fee Costs	\$14,311,417
Costs with 50% Credit	\$7,155,408
Growth in LUEs	1,764
Maximum Allowable Water Impact Fee with 50% Credit	\$4,056

Table 4-5: Wastewater Maximum Allowable Impact Fee

Wastewater Impact Fee	
Total Project Costs (Financing + Capital)	\$79,930,731
Total Eligible Impact Fee Costs	\$13,475,369
Costs with 50% Credit	\$6,737,684
Growth in LUEs	1,764
Maximum Allowable Wastewater Impact Fee with 50% Credit	\$3,819

Figure 4-1: Impact Fee Comparison



Appendix A

Water Capital Improvement Plan

Cost Estimates



Rockport Water System Impact Fee CIP Cost Summary



Project Number	Project Name	Cost
10-Year Improvements		
1	12-inch and 8-inch Lakeway Estates Water Line	\$ 2,318,400
2	12-inch 1859 FM Water Line	\$ 1,722,300
3	16-inch Central Water Line	\$ 5,061,900
4	12-inch Pearl Street Water Line	\$ 1,266,900
5	16-inch and 12-inch Myrtle Street Water Lines	\$ 4,504,400
6	12-inch North Water Line	\$ 2,351,600
7	12-inch East Market Street Water Line	\$ 2,346,000
8	12-inch 16th Street Water Line	\$ 5,630,400
9	12-inch West 4th Street Water Line	\$ 2,964,300
Total Impact Fee Eligible Capital Improvements		\$ 28,166,200

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 1

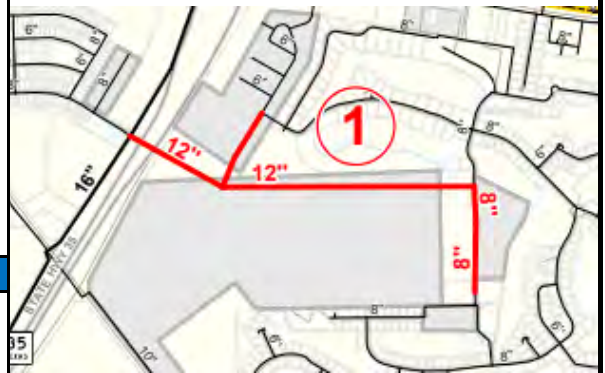
Phase: 2035

Project Name: 12-inch and 8-inch Lakeway Estates Water Line

Project Description:

This project includes a new 12-inch water line that runs from the intersection of SH 35 and Shadow Moss Lane to Colonial Drive, connecting to existing 6-inch and 8-inch water lines in the Country Club development. This project also includes a new 8-inch water line that runs south from the western end of the proposed 12-inch line until connecting with the existing 8-inch line on Oak Bay Drive.

Vicinity Map



Project Drivers:

This pipeline is needed to convey water to the Lakeway Estates development and improve system connectivity.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	6,000	LF	\$ 240	\$ 1,440,000
2	8" WL & Appurtenances	1,500	LF	\$ 160	\$ 240,000
SUBTOTAL:					\$ 1,680,000
CONTINGENCY				20%	\$ 336,000
SUBTOTAL:					\$ 2,016,000
ENG/SURVEY				15%	\$ 302,400
SUBTOTAL:					\$ 2,318,400
Estimated Project Total:					\$ 2,318,400

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 2

Phase: 2035

Project Name: 12-inch 1859 FM Water Line

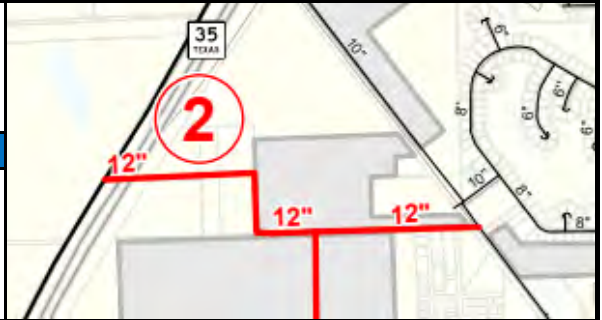
Project Description:

This project includes a new 12-inch water line that runs between the existing 16-inch and 10-inch water lines along SH 35 and FM 2165, respectively.

Project Drivers:

This pipeline is needed to serve future developments south of the intersection of SH 35 and FM 2165 and to convey water to the eastern portion of the water system.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	5,200	LF	\$ 240	\$ 1,248,000
SUBTOTAL:					\$ 1,248,000
CONTINGENCY				20%	\$ 249,600
SUBTOTAL:					\$ 1,497,600
ENG/SURVEY				15%	\$ 224,700
SUBTOTAL:					\$ 1,722,300
Estimated Project Total:					\$ 1,722,300

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 3

Phase: 2035

Project Name: 16-inch Central Water Line

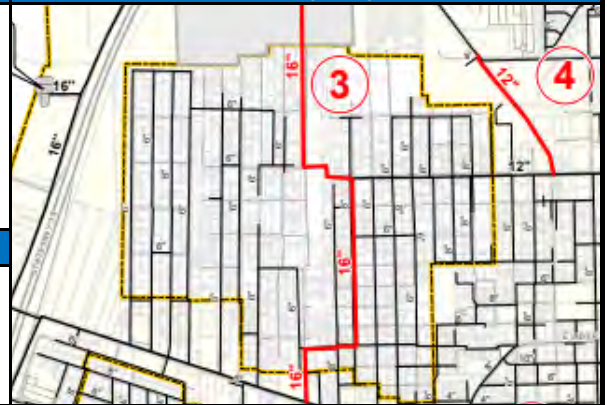
Project Description:

This project includes a new 16-inch water line that runs from the proposed 12-inch water line (Project 2) south along North Burton Street until connecting with the existing 14-inch line on West Market Street. The proposed line will also connect to the existing 12-inch line on East Alamito Street.

Project Drivers:

This pipeline is needed to serve future developments and improve system connectivity.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	9,900	LF	\$ 320	\$ 3,168,000
2	Asphalt Pavement Repair	5,000	LF	\$ 100	\$ 500,000
SUBTOTAL:					\$ 3,668,000
	CONTINGENCY			20%	\$ 733,600
SUBTOTAL:					\$ 4,401,600
	ENG/SURVEY			15%	\$ 660,300
SUBTOTAL:					\$ 5,061,900
Estimated Project Total:					\$ 5,061,900

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 4

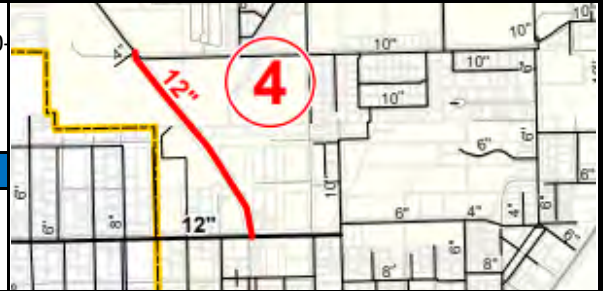
Phase: 2035

Project Name: 12-inch Pearl Street Water Line

Project Description:

This project includes a new 12-inch water line connects the existing 10-inch line on FM 2165 to the existing 12-inch line on East Alamito Street.

Vicinity Map



Project Drivers:

This pipeline is needed to improve system connectivity to help convey additional water for increases future demands.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	2,700	LF	\$ 240	\$ 648,000
2	Asphalt Pavement Repair	2,700	LF	\$ 100	\$ 270,000
SUBTOTAL:					\$ 918,000
CONTINGENCY				20%	\$ 183,600
SUBTOTAL:					\$ 1,101,600
ENG/SURVEY				15%	\$ 165,300
SUBTOTAL:					\$ 1,266,900
Estimated Project Total:					\$ 1,266,900

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 5

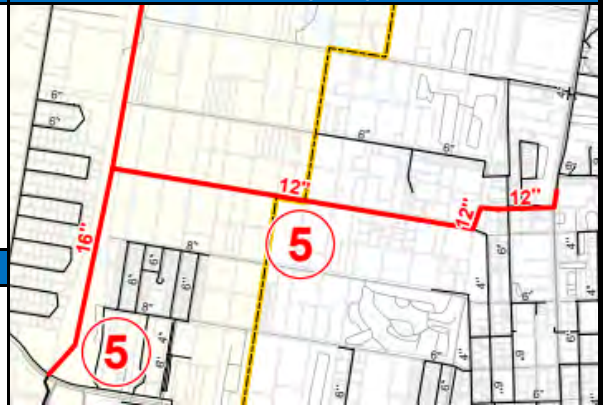
Phase: 2035

Project Name: 16-inch and 12-inch Myrtle Street Water Lines

Project Description:

This project includes a new 16-inch water line that runs north to Myrtle Street from the existing 16-inch line at intersection of SH 35 and FM 3036. This project also includes a new 12-inch water line that runs along Myrtle street to connect the proposed 16-inch line to the existing 8-inch line along TX-35.

Vicinity Map



Project Drivers:

This water line is needed to address pressure issues seen in the area of the system generally within Fulton's city limits during peak demand conditions.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	3,400	LF	\$ 320	\$ 1,088,000
2	12" WL & Appurtenances	7,400	LF	\$ 240	\$ 1,776,000
3	Asphalt Pavement Repair	4,000	LF	\$ 100	\$ 400,000
SUBTOTAL:					\$ 3,264,000
CONTINGENCY				20%	\$ 652,800
SUBTOTAL:					\$ 3,916,800
ENG/SURVEY				15%	\$ 587,600
SUBTOTAL:					\$ 4,504,400
Estimated Project Total:					\$ 4,504,400

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 6

Phase: 2035

Project Name: 12-inch North Water Line

Project Description:

This project includes a new 12-inch water line that extends north from the proposed 16-inch line (Project 5) until connecting with the existing 8-inch line that runs along Loop 1781.

Project Drivers:

This water line is needed to address pressure issues seen in the northernmost portion of the system during peak demand conditions.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	7,100	LF	\$ 240	\$ 1,704,000
SUBTOTAL:					\$ 1,704,000
CONTINGENCY				20%	\$ 340,800
SUBTOTAL:					\$ 2,044,800
ENG/SURVEY				15%	\$ 306,800
SUBTOTAL:					\$ 2,351,600
Estimated Project Total:					\$ 2,351,600

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 7

Phase: 2035

Project Name: 12-inch East Market Street Water Line

Project Description:

This project includes a new 12-inch water line that extends east from the existing 14-inch line on Market Street and turns north along Magnolia Street.

Project Drivers:

This pipeline is needed to address pressure issues seen in the eastern portion of the system during peak demand conditions.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	5,000	LF	\$ 240	\$ 1,200,000
2	Asphalt Pavement Repair	5,000	LF	\$ 100	\$ 500,000
SUBTOTAL:					\$ 1,700,000
CONTINGENCY				20%	\$ 340,000
SUBTOTAL:					\$ 2,040,000
ENG/SURVEY				15%	\$ 306,000
SUBTOTAL:					\$ 2,346,000
Estimated Project Total:					\$ 2,346,000

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 8

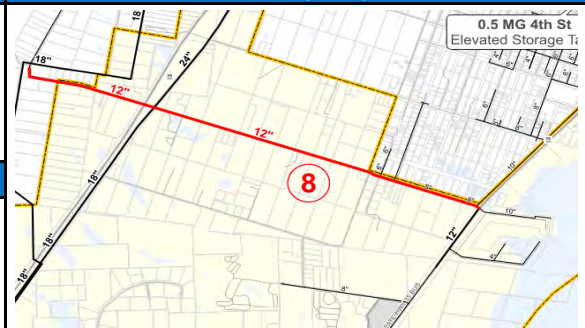
Phase: 2035

Project Name: 12-inch 16th Street Water Line

Project Description:

This project includes a new 12-inch water line that runs along 16th Street, connecting the existing 6-inch line at Meyer Road to the existing 24-inch line at SH 35 and the existing 12-inch line at TX-35.

Vicinity Map



Project Drivers:

This pipeline is needed to provide service to future customers in the southern portion of the system and to help improve system connectivity and redundancy.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	12,000	LF	\$ 240	\$ 2,880,000
2	Asphalt Pavement Repair	12,000	LF	\$ 100	\$ 1,200,000
SUBTOTAL:					\$ 4,080,000
CONTINGENCY				20%	\$ 816,000
SUBTOTAL:					\$ 4,896,000
ENG/SURVEY				15%	\$ 734,400
SUBTOTAL:					\$ 5,630,400
Estimated Project Total:					\$ 5,630,400

City of Rockport



Water System Impact Fee Eligible Capital Improvements Cost Estimate

April 2025

Construction Project Number: 9

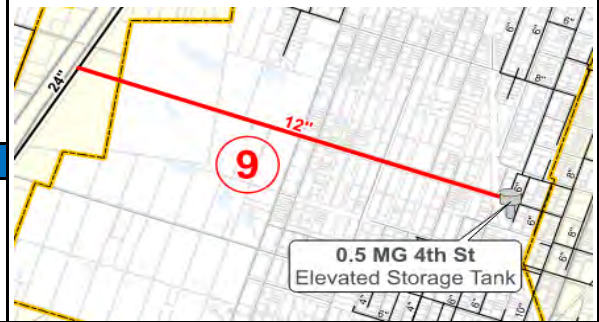
Phase: 2035

Project Name: 12-inch West 4th Street Water Line

Project Description:

This project includes a new 12-inch water that runs along 4th Street, connecting the existing 24-inch line at SH-35 to the existing 10-inch line at South Doughty Street.

Vicinity Map



Project Drivers:

This pipeline is needed to provide service to future customers in the southern portion of the system and to help improve system connectivity and redundancy.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	7,700	LF	\$ 240	\$ 1,848,000
2	Asphalt Pavement Repair	3,000	LF	\$ 100	\$ 300,000
SUBTOTAL:					\$ 2,148,000
CONTINGENCY				20%	\$ 429,600
SUBTOTAL:					\$ 2,577,600
ENG/SURVEY				15%	\$ 386,700
SUBTOTAL:					\$ 2,964,300
Estimated Project Total:					\$ 2,964,300

Appendix B

Wastewater Capital Improvement Plan

Cost Estimates



City of Rockport
Wastewater Impact Fee CIP Cost Summary

Project Number	Project Name	Cost
Impact Fee Eligible Proposed CIP Projects		
1	Pearl Street LS Pumping and Wet Well Upgrades	\$ 1,022,400
2	Gagon Street LS Expansion	\$ 1,587,000
3	New Market Street LS and 12-inch Force Main	\$ 6,695,800
4	TX-35 24-inch Gravity Interceptor - Phase 1	\$ 11,476,100
5	New Intermediate LS and TX-35 24-inch Gravity Interceptor - Phase 2	\$ 13,975,300
6	New South Regional LS and 8-inch Force Main	\$ 5,594,600
7	Redwood Avenue 15-inch Gravity Line	\$ 5,001,200
Total Cost		\$ 45,352,400

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 1

Phase: 2035

Project Name: Pearl Street LS Pumping and Wet Well Upgrades

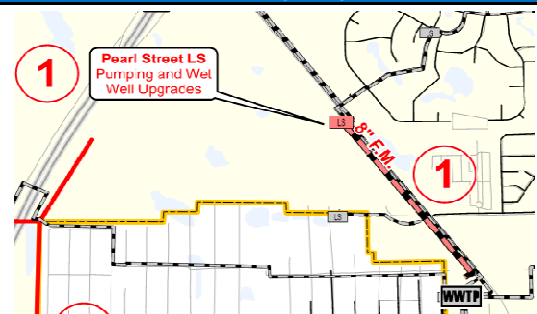
Project Description:

This project includes an 8-inch force main from the Pearl Street Lift Station to the WWTP as well as the City's portion of the cost to increase the firm pumping capacity and wet well size.

Project Drivers:

Projected development north of the Wastewater Treatment Plant requires lift station upgrades to accommodate future development.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Misc. Pumping Upgrades	1	0	\$ 50,000	\$ 50,000
2	Misc. Wet Well Upgrades	1	0	\$ 200,000	\$ 200,000
3	8" Force Main	3,700	LF	\$ 160	\$ 592,000
4	Asphalt Pavement Repair	100	LF	\$ 100	\$ 10,000
				SUBTOTAL:	\$ 852,000
				CONTINGENCY	20%
				SUBTOTAL:	\$ 1,022,400
				ENG/SURVEY	0%
				SUBTOTAL:	\$ 1,022,400
				Estimated Project Total:	\$ 1,022,400

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 2

Phase: 2035

Project Name: Gagon Street LS Expansion

Project Description:

This project expands Gagon Lift Station from a firm pumping capacity of 1,111 gpm to 1,750 gpm.

Project Drivers:

Projected growth in the southern portion of the city requires a 640 gpm pumping expansion to handle future peak wet weather flows.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - Expansion 640 gpm	1	LS	\$ 1,150,000	\$ 1,150,000
SUBTOTAL:					\$ 1,150,000
CONTINGENCY				20%	\$ 230,000
SUBTOTAL:					\$ 1,380,000
ENG/SURVEY				15%	\$ 207,000
SUBTOTAL:					\$ 1,587,000
Estimated Project Total:					\$ 1,587,000

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 3

Phase: 2035

Project Name: New Market Street LS and 12-inch Force Main

Project Description:

This project consists of a new 1,000 gpm lift station and 12-inch force main beginning at the intersection of Market Street and Redwood Avenue and following east along Market Street until turning north along N Hood Street and terminating at the existing 15-inch gravity line on W Laurel Street.

Project Drivers:

Projected development west of the Wastewater Treatment Plant requires a regional lift station to properly convey future wastewater flows.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 1000 gpm	1	EA	\$ 2,880,000	\$ 2,880,000
2	12" Force Main	5,800	LF	\$ 240	\$ 1,392,000
3	Asphalt Pavement Repair	5,800	LF	\$ 100	\$ 580,000
				SUBTOTAL:	\$ 4,852,000
				CONTINGENCY	20%
					\$ 970,400
				SUBTOTAL:	\$ 5,822,400
				ENG/SURVEY	15%
					\$ 873,400
				SUBTOTAL:	\$ 6,695,800
Estimated Project Total:					\$ 6,695,800

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 4

Phase: 2035

Project Name: TX-35 24-inch Gravity Interceptor - Phase 1

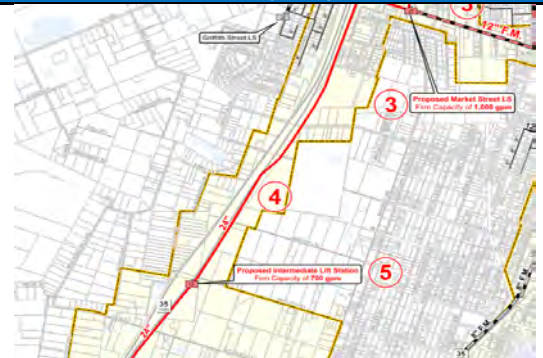
Project Description:

This project consist of a new 24-inch gravity interceptor beginning at the proposed TX-35 lift station and running northeast along TX-35 until turning right at FM1069 and terminating at the proposed Market Street Lift Station.

Project Drivers:

Projected growth in the western portion of the City requires a 24-inch Gravity Interceptor to convey future flow north to the Market Street Lift Station.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" Pipe and Appurtenances > 16 feet deep	13,200	LF	\$ 630	\$ 8,316,000
				SUBTOTAL:	\$ 8,316,000
				CONTINGENCY	\$ 1,663,200
				SUBTOTAL:	\$ 9,979,200
				ENG/SURVEY	\$ 1,496,900
				SUBTOTAL:	\$ 11,476,100
Estimated Project Total:					\$ 11,476,100

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 5

Phase: 2035

Project Name: New Intermediate LS and TX-35 24-inch Gravity Interceptor - Phase 2

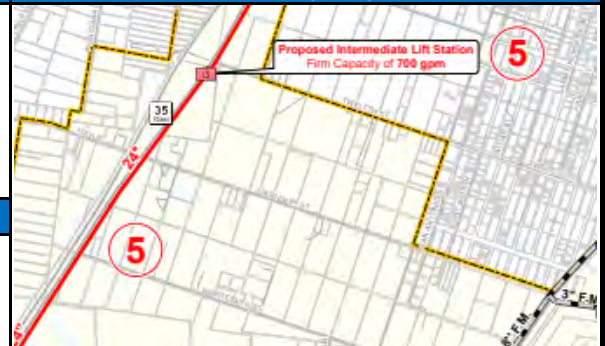
Project Description:

This project consists of a new intermediate 700 gpm lift station along TX-35 and a 24-inch gravity interceptor starting at the intersection of State Highway 188 and TX-35, running north east along TX-35 before terminating at the proposed Intermediate Lift Station.

Project Drivers:

Projected growth in the western portion of the city requires a 24-inch gravity interceptor to convey future flow north to the proposed Intermediate Lift Station

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 700 gpm	1	EA	\$ 2,000,000	\$ 2,000,000
2	24" Pipe and Appurtenances > 16 feet deep	12,900	LF	\$ 630	\$ 8,127,000
				SUBTOTAL:	\$ 10,127,000
				CONTINGENCY	20%
				SUBTOTAL:	\$ 12,152,400
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 13,975,300
Estimated Project Total:					\$ 13,975,300

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 6

Phase: 2035

Project Name: New South Regional LS and 8-inch Force Main

Project Description:

This project included a new 700 gpm lift station at the corner of TX-35 BUS and State Highway 188. This project also includes an 8-inch force main that begins at the proposed South Regional Lift Station and runs northwest along State Highway 188 before terminating at the beginning of the proposed 24-inch gravity main at the intersection of State Highway 188 and TX-35.

Project Drivers:

Projected development in the south portion of the city requires a regional lift station and new 8-inch force main to convey future flow to the proposed 24-inch gravity main.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station - New 700 gpm	1	EA	\$ 2,000,000	\$ 2,000,000
2	8" Force Main	7,900	LF	\$ 160	\$ 1,264,000
3	Asphalt Pavement Repair	7,900	LF	\$ 100	\$ 790,000
				SUBTOTAL:	\$ 4,054,000
				CONTINGENCY	20%
				SUBTOTAL:	\$ 4,864,800
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 5,594,600
				Estimated Project Total:	\$ 5,594,600

City of Rockport



Wastewater System Impact Fee Eligible CIP Cost Estimate

April 2025

Construction Project Number: 7

Phase: 2035

Project Name: Redwood Avenue 15-inch Gravity Line

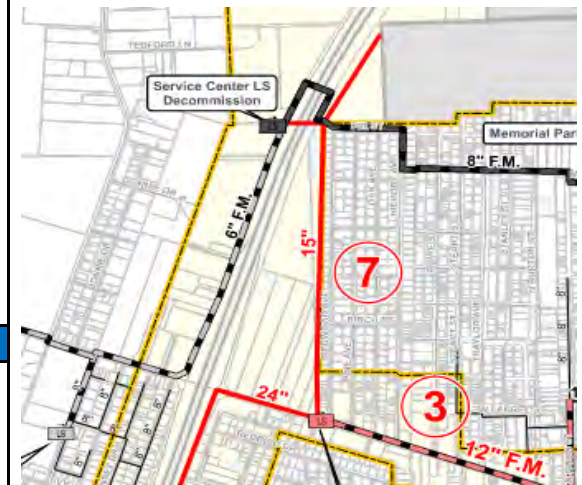
Project Description:

This project consists of a 15-inch gravity main which starts at the proposed 1,000 gpm lift station at the intersection of Market Street and Redwood Avenue, and then extends along Redwood Avenue before turning northeast along TX-35 and terminating at the intersection of TX-35 and FM2165. This project also includes a 10-inch gravity main extension splitting from the 15-inch at the intersection between Redwood Avenue and Finch Road and running west before terminating at the decommissioned Service Center Lift Station.

Project Drivers:

Projected development northwest of the Wastewater Treatment Plant requires a new 15-inch gravity line to convey future flow and decommission the Service Center Lift Station.

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	15" Pipe and Appurtenances - 8-16 feet deep	7,600	LF	\$ 330	\$ 2,508,000
2	10" Pipe and Appurtenances - 8-16 feet deep	800	LF	\$ 220	\$ 176,000
3	20" Boring and Casing	100	LF	\$ 1,200	\$ 120,000
4	Asphalt Pavement Repair	5,700	LF	\$ 100	\$ 570,000
5	Lift Station - Decomm	1	LS	\$ 250,000	\$ 250,000
SUBTOTAL:					\$ 3,624,000
CONTINGENCY				20%	\$ 724,800
SUBTOTAL:					\$ 4,348,800
ENG/SURVEY				15%	\$ 652,400
SUBTOTAL:					\$ 5,001,200
Estimated Project Total:					\$ 5,001,200

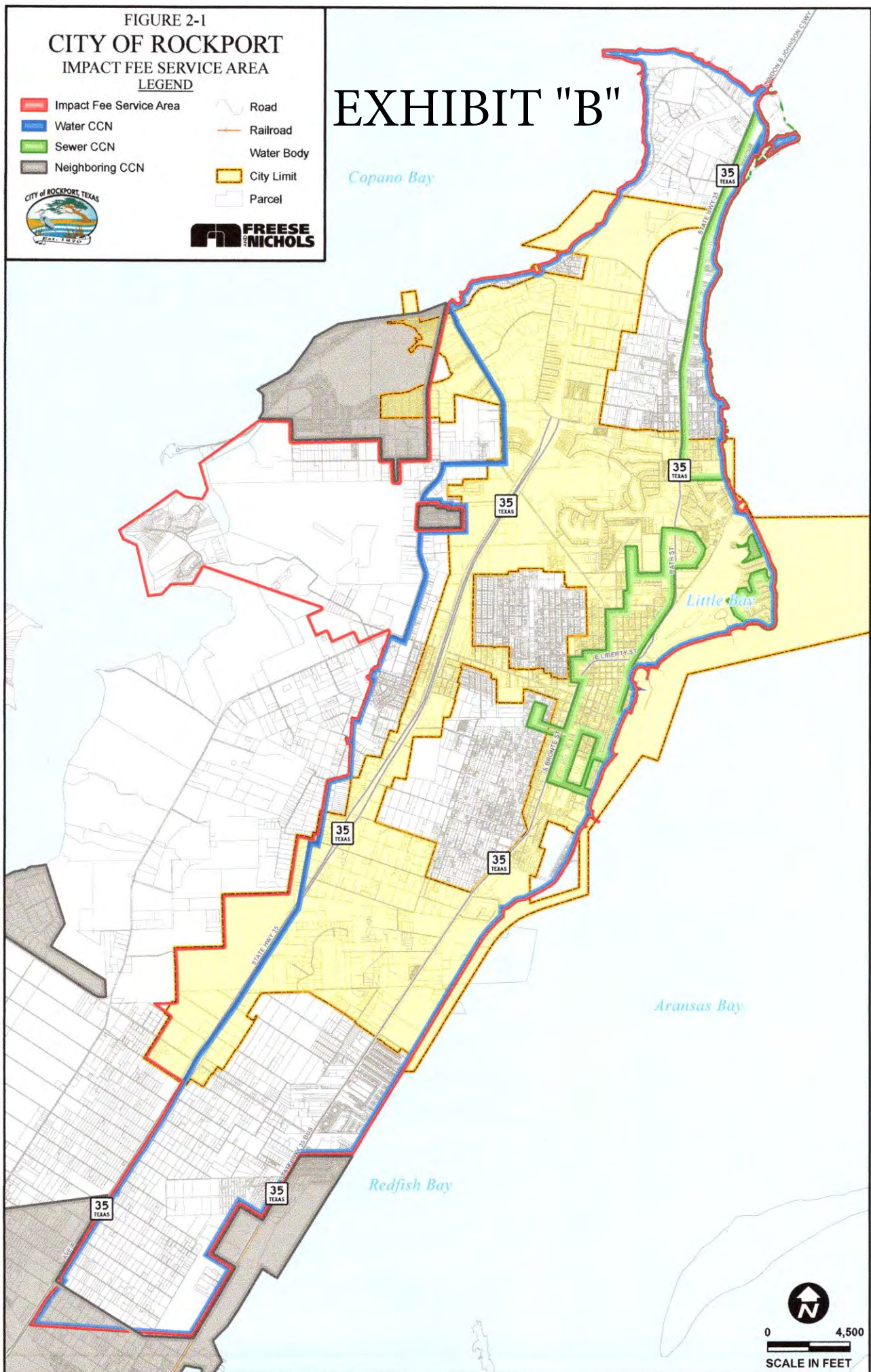
FIGURE 2-1
CITY OF ROCKPORT
IMPACT FEE SERVICE AREA

LEGEND

- Impact Fee Service Area
- Water CCN
- Sewer CCN
- Neighboring CCN
- Road
- Railroad
- Water Body
- City Limit
- Parcel



EXHIBIT "B"





PUBLIC HEARING
Rockport City Council
Notice of Public Hearing on Amendment of Impact Fees

NOTICE is hereby given that the Rockport City Council will hold a Public Hearing on Tuesday, July 22, 2025, at 5:00 p.m., at the Rockport City Hall, 212 N Live Oak, Rockport, Texas to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee. Any member of the public has the right to appear at the hearing and present evidence for or against the update. Copies of the capital improvements plan and impact fee report are available to the public at 2751 SH 35 Bypass with the Community Planner.

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 July 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 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 19th day of June, 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, June 19, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS

Carey Dietrich, Director Building & Development



May 30, 2025

Honorable Tim Jayroe
Mayor
City of Rockport
2751 SH 35 Bypass
Rockport, Texas 78382

Re: Water and Wastewater Impact Fee Update

Dear City Council Members:

The Impact Fee Advisory Committee was appointed by City Council on May 14, 2024 to oversee the water and wastewater impact fee study. The Impact Fee Advisory Committee conducted three meetings where land use assumptions, capital improvements plan, and impact fee calculations were presented. The Committee discussed the components of the study and understand the purpose of impact fees is to provide additional revenue to help fund water and wastewater infrastructure projects needed to support growth. The consensus from the Committee is that impact fees should be increased from current amounts. Discussion from the Committee indicated that it would be reasonable to set the new impact fees at 100% of the maximum allowable fees.

Please let this letter serve as written comments provided to City Council prior to the impact fee public hearing as required by Chapter 395 of the Texas Local Government Code.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Davis", with a long, sweeping underline.

Ruth Davis
Chair, Impact Fee Advisory Committee

Attachments:

Meeting Minutes from 9/9/24
Meeting Minutes from 5/5/25
Meeting Minutes from 5/19/25 (draft)

[Project Number] File Path



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Kimberly Henry, Assistant to the City Manager

MEETING DATE: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-27R accepting a donation from the Rockport Center for the Arts of a 50-foot Flagpole with solar lighting and five (5) US Flags; authorizing the placement and future maintenance of this Flagpole and any future Flags, authorizing the Mayor to execute a Multiple Use Agreement with the Texas Department of Transportation for use of Highway Right-of-Way for placement of the flagpole; and finding and determining that the meeting at which this Resolution is passed is open to the public as requirement by law.

SUMMARY:

Consider accepting a donation from the Rockport Center for the Arts of a 50-foot flagpole with downward-facing solar lighting and five (5) 10' x 15' U.S. flags to be installed near the intersection of Business Highway 35 and Broadway within the Texas Department of Transportation (TxDOT) Right-of-Way. The donor will cover all costs for the flagpole, five (5) flags, engineering, and installation. The City would be responsible for entering into a Multiple Use Agreement with TxDOT and assume future costs related to flagpole maintenance and flag replacement.

Estimated future annual costs include:

- Approximately \$500 to rent equipment and replace the rope annually
- Approximately \$400-500 per flag replacement is estimated at 2 per year.

BACKGROUND:

FUNDING SOURCE:

Original Donation and GF for future maintenance

FUNDING IMPACT:

Future GF maintenance.

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Resolution

ATTACHMENTS:

1. Resolution - Flagpole Donation
2. flagpole

APPROVAL/REVIEW:



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF ROCKPORT, TEXAS ACCEPTING A DONATION FROM THE ROCKPORT CENTER FOR THE ARTS OF A 50-FOOT FLAGPOLE WITH SOLAR LIGHTING AND FIVE (5) US FLAGS; AUTHORIZING THE PLACEMENT AND FUTURE MAINTENANCE OF THIS FLAGPOLE AND ANY FUTURE FLAGS, AUTHORIZING THE MAYOR TO EXECUTE A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR USE OF HIGHWAY RIGHT-OF-WAY FOR PLACEMENT OF THE FLAGPOLE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIREMENT BY LAW.

WHEREAS, the City of Rockport, has received an offer of donation from the Rockport Center for the Arts of a 50-foot Flagpole with solar lighting and five (5) 10'x 15' US Flags to be located near the intersection of Business Highway 35 and Broadway within the Right-Of-Way owned by the Texas Department of Transportation; and

Whereas, the Rockport Center for the Arts is also donating all fees associated with engineering and installation costs related to installing this 50-foot Flagpole; and

WHEREAS, following the donation of the flagpole and the original US Flags, the maintenance of the flagpole and replacement of the flags would be required by the City of Rockport, and

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

Section 1. The City recently received and accepts the donation of a 50' flagpole with solar lighting and 5 10' x 15' US Flags. The donor has requested that the flagpole be placed near the intersection of Business Highway 35 and Broadway.

Section 2. The City Council authorizes Staff to proceed with installation of said flagpole and US Flag and commits funds for future flagpole maintenance and replacement flags as needed.

Section 3. That the Mayor is authorized and directed to take all other actions and to execute and deliver on behalf of the City all documents to include the Texas Department of Transportation's Multi-Use Agreement or as may be reasonably necessary or convenient to affect the action to acquire and install the flagpole and flag.

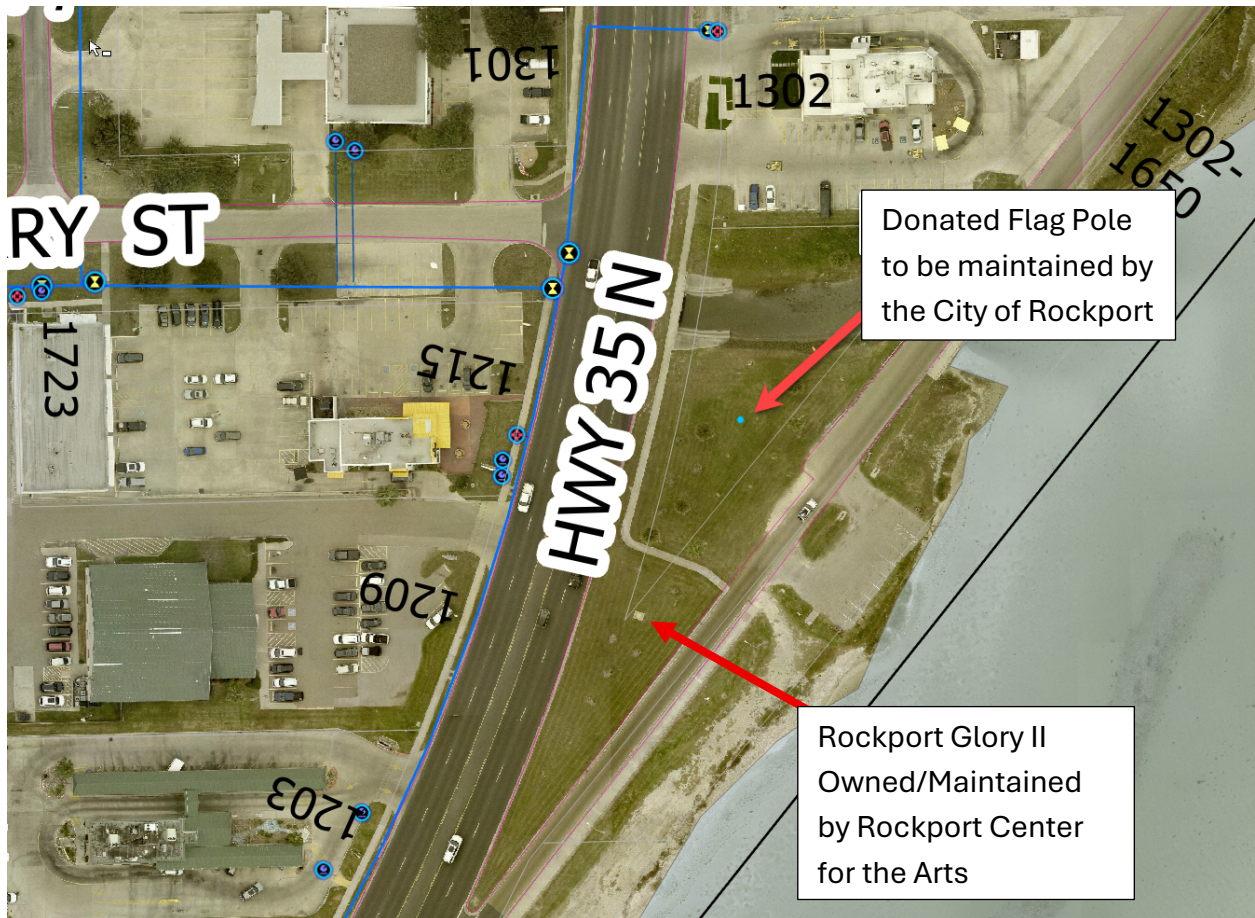
Section 4: The Rockport City Council hereby finds, determines, and hereby declares that the meeting at which this Resolution is adopted, was open to the public, that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law, including this Resolution.

PASSED and ADOPTED this the 12th day of August, 2025.

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary









AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-29R defining how appointees to the Aransas County Appraisal District are made

SUMMARY:

This resolution outlines the process for appointing members to the Board of Directors of the Aransas County Appraisal District. It clarifies how the five-member board is composed and appointed, with appointing entities (primarily the Rockport-Fulton ISD, Aransas County, and the City of Rockport), each serving staggered two-year terms. The resolution also requires input from secondary taxing entities, sets deadlines for nominations and appointments, and provides that failure to appoint by the deadline results in the County Judge making the selection. The Board is responsible for electing its own chair and co-chair and adopting its own bylaws. The resolution is valid for 10 years unless revoked by a three-fourths majority of the taxing entities and must comply with applicable Texas laws.

BACKGROUND:

The City of Rockport was seeking clarification on how the Appraisal District Board of Directors is appointed, which resulted in the entities coming together to clarify and codify the process.

FUNDING SOURCE:

N/A

FUNDING IMPACT:

N/A

STAFF RECOMMENDATION:

Approval.

STRATEGIC INITIATIVES:

Resolution

ATTACHMENTS:

1. Resolution_Appraisal_District_Appointment 7_9_2025

APPROVAL/REVIEW:

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

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

RESOLUTION NO. [INSERT NUMBER]

A RESOLUTION OF THE [NAME OF ENTITY] REGARDING THE APPOINTMENT OF MEMBERS TO THE
BOARD OF DIRECTORS OF THE ARANSAS COUNTY APPRAISAL DISTRICT

WHEREAS, the Texas Tax Code §6.03 provides that the Board of Directors of a County Appraisal District is composed of members appointed by the governing bodies of taxing units that are entitled to vote; and

WHEREAS, [Name of Entity] is a taxing unit within Aransas County and is entitled to participate in the appointment of members to the Board of Directors of the Aransas County Appraisal District; and

WHEREAS, it is the desire of the Aransas County Appraisal District to establish a clear process for appointing candidates to serve on the Board of Directors of the Aransas County Appraisal District;

NOW, THEREFORE, BE IT RESOLVED BY THE [GOVERNING BODY NAME]:

1. Number of Board Members

The board shall be composed of 5 members. The Seats shall be filled as follows: Seat 1 – Rockport-Fulton Independent School District
Seat 2 – Aransas County
Seat 3 – Rockport-Fulton Independent School District
Seat 4 – City of Rockport
Seat 5 – Rockport-Fulton Independent School District

2. Term of Appointment

Directors appointed to the Board shall serve two-year terms beginning on January 1 with seats 1 – 3 being appointed in even number years and 4-5 being appointed in odd number years.

3. Additional taxing entities

- Aransas County is responsible for considering the input of the Aransas County Navigation District in their appointment

4. Rockport-Fulton Independent School District is responsible for considering the input of Aransas Pass Independent School District and Port Aransas Independent School District

- The City of Rockport is tasked with considering the input of the City of Aransas Pass and The Town of Fulton.

5. Timing of appointments

Each secondary taxing entity is responsible for having their input to the parent entity, in writing, by August 31st of the nominating year. Each appointing entity is responsible for passing a resolution

of appointment no later than September 31st and delivering it to the Chief Appraiser by October 5th of the year of appointment, to be sworn in by the County Judge prior to January 15th.

6. Failure to appoint.

The failure of any entity to provide the above resolution by the deadline, will forfeit that appointment and the County Judge will make the selection on behalf of the entity.

7. Chairman selection

At the first regular meeting of the Board, the members shall decide among themselves who should be chair and co-chair.

8. Rules of procedure

The board shall also determine their bi-laws and rules of procedure which shall be reviewed each year.

9. Term

This Resolution goes into effect the date of the latest adopting entity and is valid for a period of 10 years unless a three-fourths majority of the voting entities pass rescinding resolutions.

10. Revocation

A vote of $\frac{3}{4}$ of the taxing entities can revoke this resolution. (probably need some legalese here)

11. Compliance with Law

All actions under this resolution shall be made in compliance with the Texas Tax Code and other applicable laws and rules governing the appointment of appraisal district board members.

PASSED AND APPROVED on this the ____ day of _____, 20____, by the [Governing Body] of Aransas County, Texas.

[Presiding Officer Name]

[Title]

ATTEST:

[Clerk/Secretary Name]

[Title]



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Action Item

CAPTION:

Consider the approval of Resolution 2025-33R authorizing the approval of an asset purchase and sales agreement between the City of Rockport and the City of Corpus Christi for the purchase of the City of Rockport Natural Gas Utility System.

SUMMARY:

The sale of the gas system includes a 10% franchise fee (separate ordinance), the lease of space at Laurel street and common area at RSC, and for Utility Billing to continue billing Gas customers in return for 4% of gross proceeds.

BACKGROUND:

The City of Rockport held an election wherein the citizens voted to sell the gas system.

Rockport hired RBC to assist with the solicitation and collection of bids for the gas system where the City of Corpus Christi produced the winning bid.

FUNDING SOURCE:

City of Corpus Christi, Texas

FUNDING IMPACT:

Any funding received in excess of debt paid off and expenses paid will go toward General Fund reserves.

STAFF RECOMMENDATION:

Staff recommends approval of the sale of the Gas System as presented.

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Gas sale Resolution
2. 25 Asset Purchase Agmt 0725-final
3. Copy of Bid Tab Summary

APPROVAL/REVIEW:

Date: July 25, 2025

Robbie Sorrell, Finance Director

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

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

RESOLUTION NO. 2025-33R

A RESOLUTION AUTHORIZING THE APPROVAL OF AN ASSET PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ROCKPORT AND THE CITY OF CORPUS CHRISTI FOR THE PURCHASE OF THE CITY OF ROCKPORT NATURAL GAS UTILITY SYSTEM.

WHEREAS, the voters of the City of Rockport have determined that it is in the best interest of the community to sell the assets of the City of Rockport Natural Gas Utility System to the City of Corpus Christi; and

WHEREAS, the City of Corpus Christi has agreed to purchase the assets of the City of Rockport Natural Gas Utility System for the total amount of \$5,500,000.00; and

WHEREAS, the City of Rockport and the City of Corpus Christi have negotiated and agreed upon the terms and conditions of an Asset Purchase and Sale Agreement; and

WHEREAS, the City Council of the City of Rockport finds that this approval of the Asset Purchase and Sale Agreement is in the best interests of the City and its residents;

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

SECTION 1. The City Council of the City of Rockport hereby approves the Asset Purchase and Sale Agreement between the City of Rockport and the City of Corpus Christi for the purchase of the assets of the City of Rockport Natural Gas Utility System for the amount of \$5,500,000.00.

SECTION 2. The Mayor is hereby authorized and directed to execute the Asset Purchase and Sale Agreement on behalf of the City of Rockport, and to take such further actions as may be necessary to effectuate the terms of the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this ____ day of _____, 2025.

Tim Jayroe
Mayor

Shelley Goodwin, TRMC/MMC
City Secretary

ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between the CITY OF ROCKPORT, TEXAS, a Texas home-rule municipal corporation (the "Seller"), whose address is 2751 State Hwy 35N Bypass, Rockport, Texas 78382, and the CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation (the "Buyer"), whose address is 1201 Leopard Street, Corpus Christi, Texas 78401. This Agreement will be effective on the date of the last of the signature by Seller and Buyer below ("Effective Date").

WHEREAS, Seller operates a natural gas distribution system in the City of Rockport, the Town of Fulton and Aransas County providing services for 5,445 active and inactive customers through three City Gates in approximately 189.011 miles of pipelines and related assets (the "Distribution System") and desires to sell certain assets of the Distribution System;

WHEREAS, Buyer operates a natural gas utility system in the City of Corpus Christi and adjacent areas and desires to acquire additional distribution assets in order to expand its existing operations, realize additional economies of scale and assist in minimizing the costs of distribution of natural gas to its customers; and

WHEREAS, this Agreement provides for the purchase and sale of the pipelines, meters, gates and other assets of the Distribution System and the provision of various services on an interim basis in order for Buyer to integrate the Distribution System into Buyer's existing gas utility and have the customers of the Distribution System enter into new service agreements with Buyer;

NOW, THEREFORE, in consideration of the foregoing premises and the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Purchase of Assets. Subject to the terms and conditions set forth in this Agreement and for the consideration identified in Section 2 below, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the assets comprising the Distribution System (the "Purchased Assets") more particularly described on Exhibit A attached. The parties agree that the sale and purchase specifically shall not include those assets identified on Exhibit B attached (the "Excluded Assets").

2. Purchase Price. Buyer agrees to pay to Seller as the consideration for the acquisition of the Purchased Assets the amount of \$5,500,000.00. Such amount includes the estimated amount of \$1,965,000.00 required for the defeasance of that portion of Seller's outstanding combination tax and revenue certificates of obligation secured by the revenues of Seller's Distribution System (the "Defeasance Amount") and the estimated amount of \$2,140,000.00 required for the payment in full of that portion of Seller's Taxable Direct Pay Qualified Energy Conservation Bonds outstanding allocable to the Distribution System (the "Bond Amount"). Prior to the Closing Date, Seller shall determine the final figures for the Defeasance Amount and the Bond Amount and provide such final figures to Buyer together with wiring instructions for the payment of such funds to the appropriate parties. All of such wiring instructions shall be confirmed telephonically prior to the Closing Date. On the Closing Date, Buyer shall pay the following amounts by wire transfer:

The Defeasance Amount to the party specified as the agent for the defeasance;
The Bond Amount to the paying agent for such bonds; and
The remainder of the Purchase Price to Seller.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE NOT CONTINGENT UPON BUYER'S OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE DISTRIBUTION SYSTEM.

3. Feasibility Period. Buyer has completed its feasibility investigations of the Distribution System prior to the approval of this Agreement.

4. Closing. The closing of the purchase and sale provided in this Agreement shall occur within thirty (30) days of the date of this Agreement on a date set by the parties (the "Closing Date"). At the Closing Date, Seller shall execute and deliver to Buyer a Bill of Sale in the form attached as Exhibit C conveying the Purchased Assets described on Exhibit A, and Buyer shall transfer the Purchase Price to Seller or for the account of Seller as provided above. The closing may occur by electronic transmission of documents and the wire transfer of funds. At the closing, the Purchased Assets shall be conveyed by Seller to Buyer free and clear of any liabilities, indebtedness, liens, mortgages, pledges, security interests, encumbrances, adverse claims, or charges of any kind, and Buyer shall purchase from Seller all of Seller's right, title and interest in, to and under all of the Purchased Assets. Seller shall take all reasonably requisite steps to put Buyer in actual possession and operating control of the Purchased Assets as of the Closing Date.

5. Prorations. All revenues and expenses of the Distribution System shall accrue to Seller up to and including the Closing Date. Seller shall be entitled to all revenues from operations accrued through the Closing Date and shall be responsible for the payment of all expenses. Commencing on the day after the Closing Date, Buyer shall be entitled to all revenues and be responsible for all expenses accruing the Distribution System. The parties each are governmental entities, and no taxes or assessments shall apply to the purchase and sale of the Distribution System.

6. Closing Costs and Expenses. Each party shall be responsible for the payment of its legal fees and expenses in connection with the purchase and sale of the Distribution System together with the costs of all engineers, appraisers, financial advisors and other consultants obtained by such party in connection with this transaction. The parties agree that no brokers or other consultants have been utilized to procure this purchase and sale other than RBC Capital Markets, LLC retained by Seller, and no other brokerage fees or commissions shall be due to any party other than RBC Capital Markets, LLC.

7. Account Management Services After Closing. For a period of up to two years after the Closing Date, Seller agrees to continue managing the customer accounts and payments associated with the Distribution System on behalf of Buyer while Buyer completes the process of transitioning such customers to become customers on Buyer's gas utility system. Seller agrees to continue billing and collecting on the same basis that Seller has done previously. Revenues collected shall be prorated as of the Closing Date as provided above with the amounts accruing through the Closing Date being retained by Seller, and the amounts accruing after the Closing Date being remitted to Buyer. All amounts owing to Buyer shall be remitted to Buyer at least once each month, and Seller may deduct from such remittances a service and handling fee equal to four percent (4%) of the amounts remitted. Promptly after the Closing Date, Seller shall provide Buyer with the account information, including current contact information, for each customer in a mutually-acceptable electronic format so that Buyer can begin the process of setting up new accounts for such customers. Buyer shall notify Seller periodically as to which accounts no longer need to be handled by Seller until such time as all accounts have been re-established with Buyer.

In the event that Buyer receives any payment for the accounts receivable accruing as of or prior to the Closing Date, Buyer agrees to remit such payments to Seller at least one time each month on the same basis that remittances were handled by Seller. If Buyer receives any payment that is allocable to both Seller and Buyer, Buyer will deposit the entire payment in Buyer's account and remit to Seller its portion as provided above. Each party will provide the other party a detailed accounting of payments collected and distributed as provided above, and the other party may audit, examine, and make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to payments collected by Seller on behalf of Buyer and payments collected by Buyer for the benefit of Seller. As noted on Exhibit B, no accounts receivable of Seller are included with this sale, and such accounts receivable are part of the Excluded Assets.

8. Franchise Agreements. Seller agrees to grant to Buyer a franchise agreement for operations within the corporate limits of Seller with a franchise fee equal to ten percent (10%) of the amount of the monthly meter/service charges (exclusive of commodity/usage charges, purchased gas adjustment charges based on the costs charged for natural gas, late fees, connection fees, line installation fees and other revenues) collected by Buyer within such corporate limits. The franchise agreement shall be approved by Seller and Buyer at or prior to the Closing Date. As part of the Purchased Assets, Seller assigns to Buyer all of Seller's right, title and interest in the franchise agreement covering the Town of Fulton. Seller agrees to execute such additional documents as may be required in connection with such assignment. Seller agrees that no other franchise agreements are necessary for the continued operation of the Distribution System.

9. Lease of Yard. For a period of three (3) years after the Closing Date, Seller agrees to lease to Buyer and Buyer agrees to lease from Seller, Seller's yard and office location at 402 E. Laurel Street and the Gas Warehouse and access to the common areas at 2751 State Hwy 35N Bypass in Rockport, Texas for an annual rent of \$10.00 paid in advance pursuant to a Lease Agreement to be prepared and executed on or prior to the Closing Date.

10. Employee Matters. No employees are being transferred or assigned in connection with this Agreement. Seller shall retain responsibility for all of its existing employees working in connection with the Distribution System after the Closing Date. Buyer separately may hire any such employees under separate arrangements between the individual and Buyer.

11. "AS IS" Transaction. Buyer agrees and acknowledges that Buyer is purchasing the Purchased Assets in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of Seller, except as specifically provided in this Agreement.

(a) Buyer acknowledges and agrees that Seller has made no warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, the value, physical condition, square footage, environmental condition, zoning, good repair, operability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the Distribution System or the Purchased Assets, except as specifically provided in this Agreement.

(b) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Purchased

Assets. Buyer acknowledges that it has executed this Agreement based solely on its own independent due diligence investigations and findings and not in reliance on any information provided by Seller or its affiliates, agents, officers, employees or representatives, except as specifically provided in this Agreement. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of Seller.

(c) Without in any way limiting the generality of the preceding subparagraphs, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases, and discharges any claim it has, might have had or may have against Seller with respect to the condition of the Purchased Assets, either patent or latent.

12. Distribution System Inspection.

(a) Buyer is solely responsible to perform all inspections (physical, legal, economic, environmental, or otherwise) on the Distribution System and to be satisfied as to its condition prior to the Closing Date; to review all Distribution System information and due diligence materials; to independently verify any information it deems important including information available in public records; and to inquire of public officials as to the applicability of and compliance with land use and environmental laws, utility codes, and any other local, state or federal laws and regulations.

(b) Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request, and Buyer shall pay for any damage which occurs to the Distribution System as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Distribution System for inspections, surveys, engineering reports, or for any other work performed on the Distribution System at Buyer's request. Subject to the limitations under applicable law for governmental entities, Buyer agrees to indemnify, protect, and hold Seller harmless against any liability, damage, cost, or expense uncured, directly, or indirectly, by Seller, as a result of Buyer's inspection, examination, or survey of the Distribution System, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Distribution System to its condition prior to the inspection. This provision shall survive the Closing and any termination of this Agreement.

13. No Assumption of Liabilities. This transaction solely pertains to the purchase and sale of the Purchased Assets. Except as specifically provided herein, Buyer does not assume nor shall Buyer become liable for any accounts payable or other debts, obligations or liabilities of Seller, whether direct or indirect, now existing or hereafter occurred, accrued, contingent or otherwise, including but not limited to, all accounts payable, obligations owing to suppliers or other vendors, penalties incurred and any other liabilities, except the specific obligations of Seller which Buyer expressly agrees to assume pursuant to the written terms of this Agreement.

14. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows as of the date of this Agreement and as of the Closing Date:

(a) Organization of Seller, Power and Authority. Seller is a Texas home-rule municipal

corporation duly organized and existing under the laws of the State of Texas and has full power and authority to operate the Distribution System and own and operate the Purchased Assets. Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated this Agreement.

(b) Authorization of Seller. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all necessary actions in compliance with the Texas Open Meetings Act, and no other act is necessary to authorize the execution, delivery, or performance of this Agreement by Seller. This Agreement has, at the time of such execution and delivery, been duly executed by Seller and constitutes the legal, valid and binding obligations enforceable against Seller in accordance with its terms.

(c) No Violation. To the knowledge of Seller, neither the execution and delivery of this Agreement, nor the performance by Seller of its obligations hereunder nor the consummation of this transaction will (a) violate, conflict with, result in any breach of, constitute a default under, or result in the termination or acceleration of any contract, license, obligation or instrument to which any Seller is a party by which any of the Purchased Assets is bound or affected; (b) result in the creation or imposition of any liens of any kind upon any of the Purchased Assets; or (c) violate any law, judgment, decree, order, regulation or rule of any court or governmental authority to which Seller is bound.

(d) Financial Information. Seller has disclosed to Buyer all material information relating to the financial condition of the Distribution System, including disclosure of all debts, liabilities or obligations of Seller in connection therewith, true, correct and complete copies of the financial statements with respect to the Distribution System. In all material respects, the financial information is based on the books and records of Seller, which are complete and correct, accurately reflect all transactions of the Distribution System and have been made available to Buyer for examination. In all material respects, the financial information provided fairly presents the financial condition of the Distribution System as of the stated dates thereof.

(e) Absence of Changes. Since the respective dates of the financial information provided, (a) there has been no material adverse change in the assets, liabilities, condition (financial or otherwise), or operating results of the Distribution System; and (b) Seller has continued to operate the Distribution System in the ordinary course of business consistent with past custom and practice, and has incurred no material liabilities, other than in the ordinary course of business consistent with past custom and practice, which could have a material and adverse impact upon Buyer or the Purchased Assets.

(f) Litigation. There is no action, suit, investigation, claim or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller, the Distribution System or any Purchased Assets or rights of Seller related thereto, including, without limitation, any court or arbitration proceedings and governmental investigations.

(g) Contracts. Seller is not in default, and no event has occurred which with the giving of notice or passage of time or both would constitute a default, under any contract to which Seller is a party with respect to the Distribution System or the Purchased Assets.

15. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows as of the date of this Agreement and as of the Closing Date:

(a) Organization of Buyer, Power and Authority. Buyer is a Texas home-rule municipal

corporation duly organized and existing under the laws of the State of Texas and has full power and authority to acquire the Distribution System and own and operate the Purchased Assets. Buyer has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated this Agreement.

(b) Authorization of Buyer. The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all necessary actions in compliance with the Texas Open Meetings Act, and no other act is necessary to authorize the execution, delivery, or performance of this Agreement by Buyer. This Agreement has, at the time of such execution and delivery, been duly executed by Buyer and constitutes the legal, valid and binding obligations enforceable against Buyer in accordance with its terms.

(c) No Violation. To the knowledge of Buyer, neither the execution and delivery of this Agreement, nor the performance by Buyer of its obligations hereunder nor the consummation of this transaction will (a) violate, conflict with, result in any breach of, constitute a default under, or result in the termination or acceleration of any contract, license, obligation or instrument to which any Buyer is a party; or (b) violate any law, judgment, decree, order, regulation or rule of any court or governmental authority to which Buyer is bound.

(d) Litigation. There is no action, suit, investigation, claim or proceeding pending or, to the knowledge of Buyer, threatened against or affecting Buyer or any rights of Buyer under this Agreement, including, without limitation, any court or arbitration proceedings and governmental investigations.

16. Environmental Laws. To the best knowledge and belief of Seller, Seller is and has been in compliance with all Environmental Laws with respect to Hazardous Materials (as defined below) in connection with its operation of the Distribution System. Seller has not received any written notice, report, or information regarding any actual or alleged violation of Environmental Laws. Seller has not received from any governmental authority, with respect to the Distribution System or the Purchased Assets, any written request for information, notice of violation, or other notice of non-compliance pursuant to any applicable Environmental Law. There are no claims, liabilities, investigations, litigation, administrative proceedings, whether pending or, to Seller's knowledge, threatened or judgments or orders under any Environmental Laws relating to the environment or health and human safety with respect to Hazardous Materials or otherwise relating to any Hazardous Materials asserted or threatened against Seller related to the Distribution System.

"Environmental Laws" means all Laws, now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment; or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, release transportation, processing, production, disposal or remediation of any Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; and the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §§ 301 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; and any U.S. Virgin Island or local Laws addressing substantially the same

subject matter as any of the foregoing.

"Hazardous Materials" means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, a pollutant, a contaminant, or words of similar import or regulatory effect under Environmental Laws; and (a) petroleum and petroleum products (including crude oil or any fraction thereof), radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls, per- and polyfluoroalkyl substances and radon gas, (b) any other chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants" or "pollutants", " or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity or "EP toxicity" or words of similar import, under any applicable Environmental Law, and (c) any other chemical, material or substance which is regulated by any Environmental Law.

17. Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing Date, of the condition that no governmental authority shall have enacted, issued, promulgated, enforced or entered any order, writ, judgment, injunction, decree, stipulation, determination or award which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

18. Seller Default. If Seller defaults in the performance of any of its obligations pursuant to this Agreement, Buyer may terminate this Agreement or seek specific performance of this Agreement. In no event shall Seller be liable for any damages including special, incidental, or consequential damages.

19. Buyer Default. In the event the purchase and sale contemplated in this Agreement is not consummated as a result of Buyer's default, Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction.

20. Prevailing Party. In the event of any litigation or other proceedings concerning the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

21. Casualty Loss. Risk of loss due to fire, all other casualty, condemnation, or exercise of the right of eminent domain shall remain with Seller until the Closing Date; thereafter all risk of loss shall be borne by Buyer. If any such loss occurs prior to the Closing Date, Buyer shall have the right and option to either (a) terminate this Agreement, and neither Buyer nor Seller shall have any further liability hereunder, or (b) consummate this transaction and be entitled to all insurance and other proceeds relating such loss, with a credit against the Purchase Price equal to the amount of the deductible applied to any such insurance proceeds.

22. Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (a "Notice") shall be in writing and delivered personally, overnight delivery, or mailed by registered or certified mail, postage prepaid and return receipt requested, or by email, as follows:

If to Seller: City of Rockport, Texas
Attn: Robbie Sorrell
2751 State Hwy 35 Bypass
Rockport, Texas 78382
Email: rsorrell@rockporttx.gov

With a copies to: RBC Capital Markets, LLC
Attn: Tim Williams, Managing Director
200 Vesey Street, 9th Floor
New York, NY 10281
Email: tim.williams@rbccm.com

If to Buyer: City of Corpus Christi, Texas
Attn: Bill Mahaffey
1201 Leopard Street
Corpus Christi, Texas 78401
Email: BillM@cctexas.com

With a copies to: Trey Youngblood
Assistant City Attorney
City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469
Email: francisy2@cctexas.com

John D. Bell
Wood, Boykin & Wolter
555 North Carancahua Street, Suite 1510
Corpus Christi, Texas 78401
Email: jdbell@wbwpc.com

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or overnight delivery shall be effective upon actual receipt. Notice given by registered or certified mail shall be effective three days after being sent postage prepaid as provided above. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next normal business day after receipt if not received during the recipient's normal business hours. Anything to the contrary contained herein notwithstanding, notices to any party hereto shall not be deemed effective with respect to such party until such notice would, but for this sentence, be effective both as to such party and as to all other persons to whom copies are provided above to be given.

23. Further Assurances. Each of Seller and Buyer shall, from time to time after the Closing Date, upon the request of other party, perform, execute and deliver, or cause to be performed, executed and delivered, all such further acts and instruments as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer of the Purchased Assets sold to Buyer pursuant to this Agreement. To the extent not completed prior to the Closing Date, Seller shall provide Buyer with all passwords, authorizations and any other assistance required from that Seller to transfer to Buyer control and operation of all equipment and other assets and intellectual property that are Purchased Assets.

24. Governing Law. The provisions of this agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Texas.

25. Dispute Resolution. If the parties should have a dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder, then the parties will resolve such dispute in the following manner: (i) any party may at any time deliver to the others a written dispute notice setting forth a brief description of the issue for which such notice initiates the dispute resolution mechanism contemplated by this Section; (ii) during the thirty (30) day period following the delivery of such notice, appropriate representatives of the various parties will meet and seek to resolve the disputed issue through negotiation, (iii) if representatives of the parties are unable to resolve the disputed issue through negotiation, then within fifteen (15) days after the period described in subsection (ii) above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Corpus Christi, Texas in accordance with the then existing rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In any arbitration pursuant to this Agreement, (i) discovery shall be allowed and governed by the Rules, unless the parties hereto otherwise establish more streamlined rules of discovery, and (ii) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three (3) members, one of whom shall be appointed by each of the respective parties and the third of whom shall be the chair of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within thirty (30) days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within fifteen (15) days after the commencement of the arbitration proceedings, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three (3) member Board of Arbitration. Upon the completion of the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within no more than thirty (30) days. Notwithstanding the foregoing, the request by either party for equitable relief including, without limitation, preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated by any court of appropriate jurisdiction; provided, that any party seeking equitable relief may seek such equitable relief in any appropriate court and in any jurisdiction where the party against whom such equitable relief is being sought is subject to personal jurisdiction and where venue is proper.

26. Third Party Beneficiary. Nothing contained herein is intended to confer any benefit or rights to persons not a party to this Agreement.

27. Construction. In this Agreement, unless the context otherwise requires (a) references to "the date hereof" mean as of the date of this Agreement; (b) words expressed in the singular include the plural and vice versa; words expressed in the masculine include the feminine and neuter gender and vice versa; (c) the words "hereto," "herein," "hereof," and "hereunder," and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) this "Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, novated, supplemented or varied; (e) "include," "includes," and "including" are deemed to be followed by the words "without limitation" whether or not they are actually followed by such words or words of similar import; and (f) the provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused

such provisions to be drafted, and no rule of strict construction shall be applied against any party hereto. Each of the parties hereto acknowledges that it has been represented by legal counsel in connection with the preparation, negotiation and execution of this Agreement and the transactions contemplated hereby.

28. Merger Clause. This Agreement and other agreements, instruments or certificates delivered on the Closing Date contain all of the terms and conditions agreed upon by the parties hereto with respect to the subject matter hereof, and no representation or warranty not specifically made, and no covenant or agreement not specifically referred to, herein shall be deemed to exist or to bind any of the parties hereto with respect to the subject matter hereof. This Agreement shall inure to the benefit and be binding upon the parties hereto and any permitted successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any right or remedy under or by reason of this Agreement.

29. Amendments. This Agreement may be amended or waived only by written agreement signed by each party to this Agreement.

30. Entire Agreement. This Agreement and the other documents referred to or provided for herein represent the entire agreement among the parties with respect to the purchase and sale of the Distribution System.

31. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other. Signed counterparts of this Agreement may be delivered by facsimile or by portable document format (.pdf) image and shall be deemed originals for all purposes hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase and Sale Agreement to be duly executed as of the date of the last signature below.

SELLER:

CITY OF ROCKPORT, TEXAS

By: _____
Vanessa Schrauner
City Manager

Date: _____, 2025.

BUYER:

CITY OF CORPUS CHRISTI, TEXAS

By: _____
Name: _____
Title: _____

Date: _____, 2025.

APPROVED AS TO LEGAL FORM:

_____ day of _____, 2025.
Miles Risley, City Attorney

Assistant City Attorney

EXHIBIT A
PURCHASED ASSETS

All of the assets of the City of Rockport Natural Gas Distribution System serving the City of Rockport, Town of Fulton and Aransas County (the "Distribution System"), more particularly described below:

- (a) All customer information for the approximately 5,445 active customers, including 4,964 residential customers and 481 commercial customers.
- (b) Approximately 191 miles of pipelines comprising the Distribution System and the three (3) City Gates, including the North Gate and West Gate supplying the main integrated distribution system and the Lamar Gate independently serving Lamar.
- (c) The inventory listed on Exhibit A-1.
- (d) All odorization equipment used in supplying odorized natural gas.
- (e) All regulators, pressurization, de-pressurization and similar equipment used in connection with the Distribution System including the CNG Station located at Sonny Watkins Drive, Rockport, Texas.
- (f) All maps, drawings, plans, specifications and other documents, whether maintained in electronic form or paper form, for the Distribution System.
- (g) All maintenance records, schedules, reviews and procedures established or otherwise used in connection with the Distribution System.
- (h) All operating and emergency plans utilized in connection with the Distribution System.
- (i) All inventory of natural gas in the Distribution System as of the end of the Closing Date, together with all odorants and other supplies used in connection with the Distribution System.
- (j) All tools, equipment, instruments, and other devices or personal property assets (other than titled motor vehicles) used in connection with the operation and maintenance of the Distribution System.
- (k) All meters, whether in use or maintained as spares, replacements or for new installations in the Distribution System.
- (l) All intangible and proprietary rights, including, without limitation, all warranties, operating manuals, guides, copyright rights (and all tangible embodiments of all copyrights), used in connection with the equipment and operation of the Distribution System, except that it shall not include use of Seller's name.
- (m) All permits and other rights necessary for or associated with the operation of the Distribution System, to the extent assignable or transferable.
- (n) The Franchise Agreement with the Town of Fulton, all gas purchase agreements, including all rights under that Amendatory Agreement to Gas Sales Contract dated February 1, 1993, between Crosstex Gulf Coast Marketing Ltd. and Aransas Natural Gas Company, and all other assets reasonably necessary for the operation of the Distribution System and owned by Seller.

EXHIBIT A-1

CITY OF ROCKPORT UTILITIES DEPARTMENT

INVENTORY - **Natural Gas**

SEPTEMBER 2025

QTY.	UNIT	DESCRIPTION	SIZE	NOTES
0	Ea	2 lb Dial Indexes		
5	Ea	Anodes	9 lb	
155	Ea	Anodes	1lb	
14	Ea	Anodes	17#	
0	Ea	Anodless Risers	3/4	Straight
0	Ea	Anodless Risers	3/4	Curved
9	Ea	Anodless Risers	1"	Straight
48	Ea	Anodless Risers	1"	Curved
3	Ea	Anodless Risers	1 1/4"	Curved
2	Ea	Anodless Risers	2"	Curved
3	Ea	Anodless Risers	1-1/14"	Curved
0	Ea	Bolt on Saddle	2x2	Continental
0	Ea	Bolt on Saddle	2x3/4	Continental
0		Combustable Gas Detector	TIF8800	
0	Ea	Completion Fittings	Homemade	For 3" pipe on F B Rd.
0	Ea	Compression Elbow	3/4" Class 1A	
2	Ea	Compression Elbow	1" Class 1A	
0	Ea	Compression Elbow	1 1/4 Class 1A	
10	Ea	Compression Fitting	2" Class 1A	
18	Ea	Compression Straight	3/4" Class 1A	
59	Ea	Compression Straight	1" Class A	
11	Ea	Compression Straight	1 1/4" Class A	
8	Ea	Compression Tees	1" Class 1A	
4	Ea	Compression Tees	3/4" Class 1A	
0	Ea	Compression Tees	1 1/4" Class 1A	
5	Ea	Constab Caps	1 1/4"	
0	Ea	Constab Coupling	2"	
0	Ea	Constab Ells	1"	
0	Ea	Construction Signs		
3	Bottles	Copper/Sulfate		
84	Ea	Dial Covers		Rockwell
32	Ea	Dial Index	5#	275 Meter
3	Ea	Dial Index	5#	750 Meter
0	Ea	Dial Index	2#	750 Meter
0	Ea	Dial Index (Digital) New		

0	Ea	Dial Index (Digital) Used		
1	Ea	Drive in Anodes	1lb	
0	Ea	Duelco Grease		
0	Ea	Finks Caps (Test Station)		
0	Ea	Gas Light Mantles		
0	Box/10	Gas Meter Locks		
6	Can	Grey Paint		
15	Ea	High Capacity EFV	1	
50	cans	Krycon Inverted Marking Paint		
12	Pcs.	Locator Balls		30 to a Box
4	Ea	Lockwing Valves	1 1/2"	
2	Ea	Lockwing Valves	1 1/4"	
47	Ea	Lockwing Valves	1"	
2	Ea	Lockwing Valves	2"	
1	Ea	Lockwing Valves	3/4"	
0	Ea	Mechanical Chart Drives		
2	Ea	Medium Capacity EFV	3/4	
0	Ea	Medium Capacity EFV	1	
1	Ea	Meter	750	Invensus
0	Ea	Meter	1000	Sensus
0	Ea	Meter	1000	Sprague
0	Ea	Meter	5000	
2	Ea	Meter	3000	
11	Ea	Meter	275	
0	Ea	Meter	400	Schumburger
1	Ea	Meter	415	
5	Ea	Meter	1000	American
5	Ea	Meter	250	American
1	Ea	Meter	2300	American
6	Ea	Meter	425	American
11	Ea	Meter	800	American
0	Ea	Needle Valve	1/4"	
50	Ea	Nipple	3/4" x 6"	
0	Ea	Pipe Joint Clamps	3/4"	Skinner
0	Ea	Pipe Joint Clamps	1/2"	Skinner
0	Ea	Pipe Joint Clamps	1 1/4"	Skinner
0	Ea	Pipe Joint Clamps	1 1/2"	Skinner
0	Ea	Pipe Joint Clamps	2"	Skinner
0	Ea	Plastic Tap (black)	2" x 3/4"	Continental
0	Ea	Plastic Tap Tee	1 1/2" x 3/4"	
49	Ea	Plastic Tap Tee	1 1/4" x 1"	

0	Ea	Plastic Tap Tee	1 1/4" x 3/4"	
11	Ea	Plastic Tees (SF)	1 1/2"	
56	Ea	Plug Steel	1"	
3	Rolls	Protective Tape Wrap		
0	Ea	Regulator 1/4" Orifice	3/4 x 3/4	Sensus
22	Ea	Regulator 1/4" Orifice	1x1	Sensus
0	Ea	Regulator 1/4" Orifice	1/2" 243-B	Sensus
0	Ea	Regulator 1/4" Orifice	3/4 x 3/4	American
0	Ea	Regulator 3/4" Orifice	1 1/2"	Fisher 5202
22	Ea	Regulator 1/4" Orifice	1 X 1"	
10	Ea	Regulator 1/4" Brass Orifice	1 X 1"	Yellow Spr
4	Ea	Regulator 3/8" Orifice	2 X 2"	
1	Ea	Regulator 3/4" Orifice	1-1/4 X 1/1/4"	
1	Ea	Regulator 7/8" Orifice	2 X 2"	
0	Ea	Regulator 5#	1"	
0	Ea	Regulator 5#	1 1/4	
0	Ea	Regulator	3/8	
9	Ea	Repair Clamp	4.00 x 8	SS1
6	Ea	Repair Clamp	4.85 x 8	SS1
0	Ea	Repair Clamp	1 1/2"x6"	
0	Ea	Repair Clamp	3"x6"	
22	Ea	Repair Clamp	1"x6"	
1	Ea	Repair Clamp	1"x3"	
12	Ea	Repair Clamp	3/4"x6"	
10	Ea	Repair Clamp	3/4"x3"	
0	Ea	Repair Clamp	1/2"x6"	
0	Ea	Repair Clamp	1/2"x3"	
0	Ea	Repair Clamp	1 1/4x12"	
11	Ea	Repair Clamp	1 1/4"x6"	
0	Ea	Repair Clamp	1 1/4"x3"	
3	Ea	SF Elbows	3	
1	Ea	SF Reducer	3 x 2	
5	Ea	SF Tees	3	
40	Ea	Slip On Caps	1"	Continental
6	Ea	Slip On Caps	3/4 "	Continental
24	Ea	Slip On Caps	1/2	
0	Ea	Slip On Coupling	1 1/4"	Continental
5	Ea	Slip On Coupling	1"	Continental
0	Ea	Slip On Coupling	1/2"	Continental
0	Ea	Slip On Coupling	3/4" x 1"	Continental
3	Ea	Slip on Couplings	3/4"	Continental

7	Ea	Slip On Tee	1/2"	Continental
0	Ea	Slip On Tee	1"	
0	Ea	Slip On Tee	3/4"	
1	Ea	Slip On Tee	1 1/4"	
0	Ea	SP Reducer	2" x 3/4"	
0	Ea	Steel Plugs	1 1/2"	
37	Ea	Steel Plugs	1 1/4"	
13	Ea	Steel Saddle	2"	
0	Ea	Steel Saddle	3"	
6	Ea	Steel Saddle	4"	
0	Ea	Steel Saddle	1 1/4	
0	Ea	Steel Saddle	1" x 1 1/4"	
12	Ea	Steel Saddle	3/4" x 1"	
0	Ea	Steel Saddle	1 1/2	Skinner
0	Ea	Steel Saddle Tap	1/2" x 1/2"	
0	Ea	Steel Saddle Tap	3/4" x 3/4"	
92	Ea	Test Tee	1 x 1/4 x 1	
0	Ea	Test Tee	3/4 x 1/4 x 3/4	
6	Rolls	Tracer Wire		
25	Ea	Transition Fitting	3/4	
18	Ea	Transition Fittings	1 1/4"	
60	Ea	Transition Fittings	1"	
8	Ea	Transition Fittings	2"	
4	Ea	Transition Fittings	3"	
0	Ea	Transition Fittings	2"	No Threads
1	Ea	Transition Flange Fitting	3	
0	Ea	Trident Seals 1" Wrap	1/2"	
27	Ea.	Trident Seals 2" Wrap	2"	
34	Ea.	Trident Seals 4" Wrap	2 1/2"	
6	Ea	Valve Cleaner		
2	Ea	Valve Flush		Val-Tex
0	Can	Valve Grease	#10	Dualco
874	ft.	Yellow Pipe	2"	
0	ft.	Yellow Pipe	1/2	
0	Ea	Yellow Pipe Joints 40'	3"	
0	Ea	Dial Index	2#	275
0	Ea	Steel Saddle	1 X 1"	
0	Ea	Steel Saddle	2 1/2"	
11	Ea	Trident Seal	1"	
7	Ea	Poly Valve	2"	
78	Ea	Plastic Cap	1 1/4	

159	Ea	Anode Clamp		
510	ft.	Pipe	1"	
1787	ft.	Pipe	1 1/4"	

EXHIBIT B
EXCLUDED ASSETS

The following assets are specifically excluded from the purchase and sale transaction:

- (a) All cash, bank accounts and accounts receivable associated with the operation of the Distribution System through the Closing Date.
- (b) Any insurance claims, warranty claims or other claims arising or accruing prior to the Closing Date except as may be specifically assigned to Buyer.
- (c) Any websites, social media assets or similar assets used by Seller in connection with the Distribution System.
- (d) All motor vehicles with a certificate of title used on connection with the Distribution System.

EXHIBIT C

FORM OF BILL OF SALE

BILL OF SALE

Date: _____, 2025.

Seller: CITY OF ROCKPORT, TEXAS

Buyer: CITY OF CORPUS CHRISTI, TEXAS

Buyer's Mailing Address: 1201 Leopard Street
Corpus Christi, Texas 78401

Consideration: \$10.00 and other good and valuable consideration, the receipt of which is acknowledged.

For value received Seller sells and delivers the Purchased Assets more particularly described on Exhibit A attached to Buyer and warrants and agrees to defend title to said Purchased Assets to Buyer and Buyer's successors and assigns, by, through, or under Seller but not otherwise, against all lawful claims.

The Purchased Assets are being sold and conveyed on an AS IS and WITH ALL FAULTS basis. The warranties and representations of Seller expressly are limited pursuant to the terms and conditions of an Asset Purchase and Sale Agreement between Seller and Buyer.

SELLER:

CITY OF ROCKPORT, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF ARANSAS §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, the _____ of the City of Rockport, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Bid Tabulation Summary

	West Texas Gas	City of Corpus Christi	Clarence Capital Partners	CenterPoint Energy	Navitas
Identify of Acquirer	Private Equity firm with 30,000 customers for 60 years	Local Government entity with 300,000 customers for 75 years	Private Equity firm will contract with third party to operate and manage Rockport system. Third party firm currently has 4,500 customers	Corporation with over 4.2 million customers since 1866	Limited Liability Company with 3rd party (NUC) to operate and manage Rockport System. Third party firm currently has 4,500 customers
Purchase Price	\$6,100,000 with normal level of net working capital	\$5,000,000	\$5,000,000 with guarantee of keeping gas rates low for up to 3-6 years and adequate level of working capital	\$4,500,000	\$3,769,380
Key Assumptions	Employees will come with purchase	10% Franchise Fees paid on Meter and Commodity revenues	1..All cash flow is freely available 2. adequate working capital	1) 5% Franchise Fees on Meter and Commodity revenues 2) No employees	1. City immediately increase rates by \$4.42 Customer Charge and \$.62 per MCF 2. City agree to allow rates to increase Customer Charge by \$.50 and Flow Charge by \$.01, annually 3) The City subdivide its property located at 402 E.. Laurel cush that 1 acre is deeded with the sale to Navitas for use as its utility office and yard and 4) that Rockport would obtain the consent of all third parties, regulatory and governmental authorities.
Due Diligence Timing	Still wants time for information	Ready to go now	Still wants time for information	Still wants time for information	Still wants time for information
Internal Approval Process Timing	Immediate	Approval of Council	1-2 Months	Immediate	Immediate
Management Presentation and Site Tours	Done	Done	None	Done	None
Additional Information	Non-binding indication of interest	1. City of CC uses in-house staff and Grants to help keep utility rates low 2. Non-binding indication of interest	Non-binding indication of interest	Non-binding indication of interest	Non-binding indication of interest
Observations:	Not ready to purchase	Ready to Purchase	Not ready to purchase	Ready to Purchase	Not ready to purchase
	Only 30,000 gas customers	Over 57,000 gas customers	Outsource Operations to 3rd party with 4,500 customers	Over 4.2 million gas customers with a history over 159 years	Outsource Operations to 3rd party NUC with 4,500 customers
	Request of adequate Net Working Capital could reduce price	City said willing to negotiate	Request of adequate Working Capital could reduce price		Purchaser wants City to give them an acre of land and obtain all third party approvals on for Purchaser.
		Franchise of 10%		Franchise of 5%	
		Interview and possible hire Gas Employees			
		City can service CNG dispenser			



AGENDA MEMO

DEPARTMENT: City Manager

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: August 12, 2025

CATEGORY: Ordinance

CAPTION:

Consider the approval of the first of two readings of Ordinance 1986 of the City Council of the City of Rockport granting to the City of Corpus Christi, Texas, its successors and assigns, for a period of twenty (20) years the right, privilege and franchise to operate a gas distribution system, and providing regulations for the conduct of said gas distribution system

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Ordinance

ATTACHMENTS:

1. 25 Franchise Agmt 0807-11-15

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: August 08, 2025

Vanessa Shrauner, City Manager

Date: August 08, 2025

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKPORT GRANTING TO THE CITY OF CORPUS CHRISTI, TEXAS, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY (20) YEARS THE RIGHT, PRIVILEGE AND FRANCHISE TO OPERATE A GAS DISTRIBUTION SYSTEM, AND PROVIDING REGULATIONS FOR THE CONDUCT OF SAID GAS DISTRIBUTION SYSTEM .

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT, COUNTY OF ARANSAS, STATE OF TEXAS, THAT:

Section 1. Grant of Franchise. Subject to the terms, conditions and stipulations set forth in this Ordinance there is hereby granted to the City of Corpus Christi, Texas, its successors and assigns (the “Grantee”), the right, privilege and franchise to acquire, lay, construct, extend, equip, operate, repair and maintain a system of gas mains, pipes, lines, conduits, feeders and all necessary regulators and appliances upon, beneath, over, across and along the streets, bridges, drainage ways, utility easements and other public property as they now are or may hereafter exist in the City of Rockport, Texas, for the purpose of supplying and distributing natural gas for fuel, power and heat, and for any other purpose, to the residents or inhabitants of the City of Rockport, Texas, and to others; and for the purpose of conveying, conducting or distributing natural gas through the limits of said City to any point or points within or beyond the limits of said City for the distribution and sale of natural gas to the City of Rockport, Texas, and to the residents or inhabitants thereof, and to any and all others.

Section 2. Franchise Fees. Grantee agrees to pay to the City a franchise fee equal to ten percent (10%) of the monthly meter/service charges (exclusive of any commodity/usage charges, purchased gas adjustment charges based on the costs charged for natural gas, late fees, connection fees, line installation fees and other revenues) collected by Grantee within the corporate limits of the City. No other fee or charge of any kind shall be imposed on Grantee or upon any consumer of natural gas for the breaking or opening of any highway, street, avenue, thoroughfare, alley, park, lane, square or other public place or for laying of mains, service pipes or other connections therein, except as provided herein. On or before February 15 of each year commencing February 15, 2026, Grantee shall pay to the City of Rockport, Texas the franchise fee provided above for the preceding calendar year from all natural gas customers inside the corporate limits of the City together with a report of the basis for the calculation of such franchise fee. The City may audit such records not more often than one time each year upon reasonable notice.

Section 3. Construction Activities by Grantee. In the opening and refilling of all openings, made by Grantee, it shall relay the pavements and do all other work necessary to complete restoration of the streets, sidewalks or grounds so opened to a condition equally as good as when disturbed or make arrangements with the City to pay the costs of such restoration. When Grantee shall open any ground in the City for the purpose of laying any pipe, or for any other purpose whatever, Grantee shall open no more space at any one time, nor keep the same open for any longer time, than is necessary to execute properly the work for which same shall have been opened. In

all cases, where the work requires the exercise of skill, as in laying or relaying of pavements or sidewalks, Grantee shall employ skilled workmen familiar with the execution of such work. Whenever deemed necessary by the proper authorities of the City, the City shall have the right to designate its engineer or other person to inspect the replacing of all openings in public places in said City and the relaying or refilling of the sidewalks and pavements, and all said repairs shall be at the expense of Grantee.

When Grantee shall desire to lay any mains hereunder, and before commencing its construction work, it shall submit to the City's Director of Public Works or other proper authority an application for permit, and a map or plan showing the streets, avenues, alleys, and other public easements wherein it proposes to construct its facilities. Grantee shall not be required to provide a sealed survey or engineered drawings for such work or permit unless such is legally required under State law. The Director of Public Works or other proper authority, shall respond in writing to Grantee within ten (10) calendar days of the Grantee's submission either approving or rejecting the plan and if a rejection, listing the reasons for such rejection and providing alternative options. Actual approval by the Director of Public Works or other proper authority shall constitute a permit to Grantee for the opening of all of the streets, avenues, alleys and other public places shown on the map or plan, and for the construction or laying of the mainlines and other facilities or equipment by Grantee. Provided, however, that it shall not be necessary for Grantee to secure a permit for the laying of service lines from the mainline pipes of Grantee to its customers and/or consumers. Nor shall Grantee be required to secure a permit in advance of excavation in the event of an emergency, as defined herein, provided that such an emergency excavation pertains to the repair or replacement of existing facilities and such work is completed with facilities located within eighteen (18) inches of the original alignment or boundary of the existing facilities. In the event that the excavation involves repairs outside such limitations, Grantee shall file with the Director of Public Works no later than ten (10) business days after the last day of such an emergency, the information that Grantee would have been required to pre-file had there not been an emergency and detailed information that describes the circumstances of said emergency. For the purposes of this provision, "emergency" is defined as a serious, unexpected situation requiring prompt action in contrast to situations in which action may be scheduled ten (10) or more days later without the risk of harm to persons or property.

Section 4. Damage to Other Property. Grantee shall do no injury to, nor in any manner disturb or interfere unnecessarily with, electric lines, conduits, or equipment, or with any water or other pipe lines, or with any public or private sewer or drainage system, now or hereafter laid or constructed by the City or by any authorized person or corporation, but no electric conduits or water or sewer or other pipes shall be laid so as to interfere unnecessarily with any gas mains or pipes which shall have been laid prior to the time of laying such electric conduits, or water or sewer or other pipes.

Section 5. Maintenance of Drainage Grades. All mains, pipes, lines, and other installations of Grantee shall be placed in the public ways of the City of Rockport, Texas and maintained in a manner not to disrupt the lines and grades established by the City for drainage purposes.

Section 6. Provision of Plans. Grantee shall furnish promptly to the City any and all information which may be requested by it in regard to the size, location or depth of any of the pipe,

mains, conduits or service pipes in any form or otherwise, and any other information in regard to its occupation of all public places of the City. The City shall furnish promptly to Grantee any and all information which may be reasonably requested by it in regard to parcel data, public utilities, streets, avenues, alleys, and other public easements maintained by the City for the purpose of Grantee's operations under this franchise.

Section 7. Police Powers of City. Nothing in this franchise shall be construed in such manner as to abrogate in any manner the right of the City to pass and enforce the necessary police regulations for the protection of the citizens of the City and their property and the property of Grantee. Grantee shall at all times keep and display adequate danger signals and guards around all excavations and obstructions made by it and shall as soon as practicable restore all openings in any of the public places of the City to a condition equally as good as before said openings of obstructions were made.

Section 8. Extension of Service. It shall be the duty of Grantee to supply, while operating under this franchise, gas to every person or corporation within the City within a reasonable time after demand, upon equal and exact terms for the same class of service; provided, however, Grantee shall be required to extend its gas mains to provide such new or additional service a total distance of one hundred (100) feet of pipe not to exceed two inches in diameter. Gas main extensions of a greater distance or size than that specified above shall be made at Grantee's expense only where the probable expected use of all facilities necessary for such service will provide a reasonable and compensatory return to Grantee on the value of such facilities. Otherwise, Grantee may make such arrangements with such customers as reasonably required in connection with the extension of lines for such services.

Section 9. Service to Customers. Grantee shall lay its service lines to each customer's property line as part of its distribution system owned and maintained by it. Grantee shall be entitled to charge for furnishing and laying pipes through the customer's premises and buildings a reasonable price to be fixed by contract with the individual consumer, and shall have the right to make and enforce as a part of the conditions under which it shall supply gas for heat, light, fuel or other purposes as herein provided all rules and regulations not inconsistent with the law and the provisions of this franchise.

Section 10. Unauthorized Connections. No person, firm or corporation shall be permitted to make any connection with any of the distributing mains or service pipes or disconnect any meter of Grantee unless duly authorized by Grantee. The City shall pass ordinances to this effect with penal provisions for their violations, and Grantee may adopt such rules and regulations as are or may be proper to protect Grantee from loss or damage by imposition or fraud, and to prevent waste of gas.

Section 11. Gas Supply. Grantee shall not be liable for any damages resulting from such failure of the supply of natural gas. In the event that the supply of natural gas shall fail at any time during the term of this franchise, it shall be optional with Grantee to obtain another supply of natural gas and lay its lines to another source of supply or discontinue service.

Section 12. Term. This franchise shall take effect thirty (30) days after the date of final

approval by the City of Rockport, Texas and shall continue and remain in force for a period of twenty (20) years from and after such date. This franchise may be renewed for an additional term of twenty (20) years, and the City agrees to schedule a first reading of an ordinance granting such additional term at least one (1) year prior to the expiration of this franchise.

Section 13. Acceptance by Grantee. Within thirty (30) days from and after the date this Ordinance shall take effect, Grantee shall file with the City its written acceptance of the provisions hereof, and in case of failure to file such acceptance within the time specified this Ordinance shall become null and void. Any such acceptance shall be subject to the closing of the sale and purchase of the gas distribution system by the City and Grantee.

Section 14. Exclusive and Non-Exclusive Rights. The rights herein granted shall be exclusive for the sale of natural gas to customers within the corporate limits of the City by a pipeline distribution system. The City agrees not to grant a franchise to another person or firm for the purpose of supplying natural gas by a pipeline distribution system to any customer within the limits of the City during the term of this franchise except to any customer for which natural gas service cannot be established under Section 8 above. The rights granted to use the streets, bridges, drainage ways, utility easements and other public property provided herein are non-exclusive, and the City reserves the power to grant like rights to others for other uses, such subsequent grants, however, not to interfere unreasonably with the proper exercise of the rights and privileges granted in this Ordinance.

Nothing in this Franchise may be construed to grant, renew, extend or amend by estoppel or indirection any right, franchise or easement affecting the public streets, highways, sidewalks, alleys, parks, public squares, public places or other real property, except as specifically granted herein. Only the City Council shall have the power by ordinance to grant, renew, and extend a franchise to all service providers placing or installing facilities or equipment in, on or over the City rights of way and of all public utilities of every character operating within the City. Grantee may not transfer this Franchise except with the approval of the City Council expressed by ordinance.

Section 15. Extension of City Limits. The provisions of this Ordinance and the rights, privileges and franchises herein granted shall apply to all territory that may hereafter come within and under the control of the City by the extension of its corporate limits or otherwise.

Section 16. Assignment. (a) Grantee shall not transfer this Franchise as part of a sale of assets involving the Grantee without the written approval of the City expressed by ordinance, which approval shall not be unreasonably conditioned, delayed or withheld.

(b) The City may revoke this Franchise if Grantee sells, transfers, conveys, or otherwise disposes of its rights or interests under this Franchise or attempts to do so without the express written consent of the City as provided above. All rights and interests of Grantee in this Franchise shall cease if this Franchise is revoked.

(c) A transfer in violation of this Section is void.

(d) Grantee may not assign this Franchise to evade fee payment.

Section 17. Work by City and Others. (a) The City reserves the right to lay, and permit to be laid, sewer, cable television, water, telephone and other pipelines, cables and conduits, and to perform and permit to be performed any underground or overhead work that may be necessary or proper in, across, along, over, or under any street, alley, highway, public easement, or public place occupied by Grantee. The City shall be liable to Grantee only for any damage to the facilities of Grantee, the producing cause of which is the negligence of the City or its employees.

(b) If the City requires Grantee to adapt or conform its Distribution System, or in any way alter, relocate or change its property to enable any person, firm, corporation or entity (whether public or private), other than the City, to use the public ways, Grantee shall be entitled to reimbursement from the person, firm, corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.

(c) If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of any street, alley or other public easement, or any water pipe, wastewater pipe, or any overhead or underground structure within the corporate limits or the extraterritorial jurisdiction of the City, so as to conflict with the facilities of Grantee, Grantee shall remove, relocate or abandon, to the extent necessary, such facilities at its own expense. The City and its designated representatives shall coordinate with Grantee to provide alternate alignments and locations for Grantee's facilities in such situations. In connection with the necessary removal of any such facilities, the procedure generally followed will be that Grantee shall remove the conflicting facilities at its own expense after the City or its contractor has excavated the area and exposed the facility to be removed. Schedules for this work shall be developed by designated representatives of Grantee and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with Grantee, shall establish a schedule. This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to Grantee and the time that any specific work to be done by Grantee covered in the schedule is to begin unless such work requires materials or equipment that cannot be obtained on a reasonable basis within such time frame. In the event any such delay is required, Grantee shall notify the City Manager in writing of the reasons for the delay and the estimated time the work can begin as soon as practicable.

Section 18. Forfeiture and Termination. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Grantee hereunder in the event of a material breach of its terms and conditions. A material breach by Grantee shall include, but shall not be limited to, the following:

(a) Failure on more than three (3) occasions to pay when due the Franchise Fee prescribed herein. Failure to pay a single installment of the Franchise Fee in full within thirty (30) days after the due date, in the absence of a bona fide dispute communicated to the City in writing on or before the due date of the applicable Franchise Fee installment, is a material breach;

(b) Failure to materially provide the services provided for in this Franchise Ordinance; or

(c) Material misrepresentation of fact in the application for or negotiation of the Franchise.

Provided that, no such forfeiture or termination shall be effected unless the City has provided Grantee written notice of the material breach and a reasonable period which would be ten (10) days for a monetary default and thirty (30) days for a non-monetary default for the opportunity to cure the same.

Section 19. Repealer. 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. In the event of a conflict between this Ordinance and the City's Charter, the City's Charter shall control.

Section 20. Severability. 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 21. Public Meeting. 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 22. Effective Date. This Ordinance shall be adopted upon the date of final adoption hereof. The Ordinance shall not take effect until thirty (30) days after the final reading.

APPROVED on first reading on the ____ day of _____, 2025.

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelley Goodwin, City Secretary

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

CITY OF ROCKPORT, TEXAS

Tim Jayroe, Mayor

ATTEST:

Shelly Goodwin, City Secretary

ACCEPTANCE OF FRANCHISE ORDINANCE

The City of Corpus Christi, Texas, a Texas home-rule municipal corporation, hereby accepts the attached and foregoing Ordinance granting a franchise for the operation of a natural gas distribution system within the corporate limits of the City of Rockport, Texas.

CITY OF CORPUS CHRISTI, TEXAS

Date: _____, 2025.

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

Miles Risley, City Attorney

_____ day of _____, 2025.

Assistant City Attorney



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Resolution

CAPTION:

Consider the approval of Resolution 2025-32R authorizing the redemption of all of the outstanding City of Rockport, Texas Certificates of Obligation, Series 2014 (dated June 15, 2014), and a portion of the outstanding City of Rockport, Texas Equipment Lease/Purchase Agreement (dated as of August 8, 2017)

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Resolution

ATTACHMENTS:

1. Reso - 2025 Rockport Prepayment-Redemption - 1

APPROVAL/REVIEW:

Robbie Sorrell, Finance Director

Date: August 07, 2025



Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

RESOLUTION NO. 2025-32R

RESOLUTION AUTHORIZING THE REDEMPTION OF ALL OF THE
OUTSTANDING CITY OF ROCKPORT, TEXAS CERTIFICATES OF
OBLIGATION, SERIES 2014, AND A PORTION OF THE
OUTSTANDING CITY OF ROCKPORT, TEXAS EQUIPMENT
LEASE/PURCHASE AGREEMENT DATED AS OF AUGUST 8, 2017

STATE OF TEXAS §
COUNTY OF ROCKPORT §
CITY OF ARANSAS §

WHEREAS, on July 24, 2014, the CITY OF ROCKPORT, TEXAS (the "*City*") issued and delivered \$3,610,000 in principal amount of its CITY OF ROCKPORT, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2014, dated as of June 15, 2014 (the "*2014 Certificates*"), and on July 25, 2017, the City entered in to an Equipment Lease/Purchase Agreement with Banc of America Leasing &Capitol, LLC (the "*Lessor*", dated as of August 8, 2017, in the principal amount of \$9,319,538.65 (the "*2017 Lease/Purchase Agreement*" and collectively with the *2014 Certificates*, the "*Obligations*"); and

WHEREAS, the 2014 Certificates currently are outstanding in the aggregate principal amount of \$1,965,000 and the 2017 Lease/Purchase Agreement currently is outstanding in the aggregate principal amount of \$6,597,098.60; and

WHEREAS, pursuant to the ordinance which authorized the 2014 Certificates, the 2014 Certificates having stated maturities on and after February 15, 2025 are subject to redemption at the option of the City on February 15, 2024, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption; and

WHEREAS, the 2017 Lease/Purchase Agreement authorized the prepayment of all, but not less than all, of the equipment financed pursuant thereto, on the dates and pursuant to the terms set forth therein; and

WHEREAS, the City is contemplating the sale of its gas utility system to a potential purchaser (the "Purchaser"); and

WHEREAS, prior to the sale of its gas utility system to the Purchaser, the municipality must provide for the payment of obligations issued to finance the gas utility system; and

WHEREAS, pursuant to the terms of a proposed agreement between the City and the Purchaser, the Purchaser is to agree to pay the City the amount required to pay off the entirety of the 2014 Certificates, and that amount of the 2017 Lease/Purchase Agreement allocable to the City's gas utility system; and

WHEREAS, the Lessor has communicated to the City its agreement to allow for a partial prepayment of the 2017 Lease/Purchase Agreement for the amount and equipment allocable to the City's gas utility system; and

WHEREAS, the Lessor and City expect to approve an amendment to the Lease/Purchase Agreement, substantially in the form attached hereto as Exhibit A, to reflect the agreement to allow for partial payment of the 2017 Lease/Purchase Agreement for the amount and equipment allocable to the City's gas utility system, among other things; and

WHEREAS, the City now desires to authorize the redemption of all outstanding 2014 Certificates (in the approximate principal amount of \$1,965,000) and that portion of the 2017 Lease/Purchase Agreement allocable to the City's gas utility system (in the approximate principal amount of \$2,140,000) (the "**Redeemed Obligations**");

WHEREAS, the City Council of the City hereby finds and declares a public purpose and deems it advisable and in the best interests of the City to redeem the Redeemed Obligations, as set forth herein, in advance of their scheduled payment dates, and to pay related transaction costs; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. REDEMPTION OF REDEEMED OBLIGATIONS. The City Manager and the Finance Director of the City are hereby authorized to redeem the Redeemed Obligations from proceeds realized from the sale of the gas utility system and any other funds lawfully available to the City for said purpose, in advance of their scheduled payment dates, and to pay transaction costs. The City Manager and the Finance Director of the City are hereby authorized to take any further actions required to effectuate the defeasance and/or redemption of the Redeemed Obligations, including the execution of any required documents, and the providing of all required notices.

SECTION 2. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

SECTION 3. SEVERABILITY. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption by the City Council.

***ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ROCKPORT ON THE 12TH DAY OF AUGUST, 2025.***

By _____
Mayor, City of Rockport, Texas

ATTEST:

City Secretary, City of Rockport, Texas

(SEAL)

Signature Page to Resolution Authorizing the Redemption of
Certain Outstanding Obligations of the
City of Rockport, Texas

EXHIBIT A

**Amendment Number 1
to
Equipment Lease/Purchase Agreement**

This Amendment Number 1 (this “**Amendment**”) is made this ____ day of _____, 20__ to that certain Equipment Lease/Purchase Agreement dated as of August 8, 2017 (together with all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, the “**Agreement**”), between Banc of America Leasing & Capital, LLC (“**Lessor**”) and City of Rockport, Texas (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessee has notified Lessor of its intention to sell certain Equipment (the “**Disposed Equipment**”) under the Agreement on or before _____;

WHEREAS, in connection with the sale of the Disposed Equipment Lessee will make a partial prepayment of \$ _____ to Lessor on or before _____ (the “**Partial Prepayment**”);

WHEREAS, the Agreement qualified as a “taxable direct pay qualified energy conservation bond,” but the Lessee: (1) has not made any claim on, nor has it received, any subsidies from the federal government as a result of such designation, and (2) will not be claiming any subsidies from the federal government in the future in relation to such designation;

WHEREAS, as a result of the preceding recital, the Lessee and Lessor desire to amend the Agreement to strike all references to “Taxable Direct Pay Qualified Energy Conservation Bond” and “qualified energy conservation bond” and to strike Section 4.05 (“Tax Covenants”) in its entirety; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement to reflect the release of the Disposed Equipmnt and the delivery of the Partial Prepayment.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended by deleting Exhibit A Equipment Schedule in its entirety and replacing it with the Exhibit A Equipment Schedule that is attached hereto and incorporated herein by reference.
2. The Agreement is hereby amended by deleting Exhibit B Payment Schedule in its entirety and replacing it with the Exhibit B Payment Schedule that is attached hereto and incorporated herein by reference.
3. The Agreement is hereby amended to by deleting the third recital in ites entitrety, and all references to “Taxable Direct Pay Qualified Energy Conservation Bond,” “qualified energy energy conservation bond,” “Section 54A of the Internal Revenue ode of 1986,” and “Section 54D of the Internal Revenue Code of 1986.”
4. The Agreement is hereby amended by deleting Section 4.05 (“Tax Covenants”).
3. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment, which is intended to take effect as a sealed instrument, as of the day and year first written above.

Banc of America Leasing & Capital LLC (Lessor)

City of Rockport, Texas (Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CERTIFICATE FOR RESOLUTION

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

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

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on August 12, 2025, at the City Hall (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Lowell Timonthy Jayroe, Mayor	Matt Anderson, Ward 2
Andrea Hattman, Ward 4/Mayor Pro-Tem	Brad Brundrett, Ward 3
Stephanie Rangel, Ward 1	

and all of the officers and members of the City Council were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING THE REDEMPTION OF ALL OF THE OUTSTANDING CITY OF ROCKPORT, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2014, AND A PORTION OF THE OUTSTANDING CITY OF ROCKPORT, TEXAS EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF AUGUST 8, 2017

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

AYES: _____ NOES: _____ ABSTENTIONS: _____

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

SIGNED AND SEALED the 12th day of August, 2025.

(SEAL)

City Secretary, City of Rockport, Texas



AGENDA MEMO

DEPARTMENT: Finance/Utility Billing

TO: Mayor and City Council

FROM: Robbie Sorrell, Finance Director

MEETING DATE: August 12, 2025

CATEGORY: Action Item

CAPTION:

Review and consider annual contract renewal of collection and tax calculation services by the Aransas County Tax Assessor-Collector for the calendar year September 1, 2025, through August 31, 2026.

SUMMARY:

Based on a percentage of levy assessed by the entities the Aransas County Tax Assessor-Collector represents, the City of Rockport picks up just over 21% of TAC's budget. The estimated contract total for September 1, 2025 through August 31, 2026 is anticipated to be \$29,453.29. This amount has been incorporated into the 2025-2026 Preliminary Budget. TAC supports collection and tax calculation activities on behalf of the city and is bonded as a result.

BACKGROUND:

This contract for specialized services supports city functions given the small size and limited funding of City of Rockport.

FUNDING SOURCE:

General Fund

FUNDING IMPACT:

Impact is estimated to be just under \$30k per year.

STAFF RECOMMENDATION:

Staff recommends approval of renewal contract with Aransas County Tax Appraisal District.

STRATEGIC INITIATIVES:

Action Item

ATTACHMENTS:

1. Tax Entity Proration 2025-2026
2. Tax Assessment and Collection Agreement between Aransas County and the City of Rockport for 2025-2026

APPROVAL/REVIEW:

Date: July 29, 2025

Robbie Sorrell, Finance Director

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

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 07, 2025

**COST OF COLLECTING 2025 TAXES
FROM SEPTEMBER 1, 2025
THROUGH AUGUST, 31, 2026**

	TOTAL TAX COLLECTION 2025/2026	COUNTY COLLECTION ONLY	THIS YEAR CHARGE TO OTHER ENTITIES	LAST YEAR CHARGE TO ENTITIES
SUPPLIES:				
TAX RATE SOFTWARE	880.00	250.00	630.00	600.00
CHECKS	1,500.00	400.00	1,100.00	1,100.00
ENVELOPES	900.00	260.00	640.00	640.00
GENERAL OFFICE SUPPLIES	3,000.00	800.00	2,200.00	2,200.00
TOTAL COST OF SUPPLIES	\$6,280.00	\$1,710.00	\$4,570.00	\$4,540.00
OTHER CHARGES:				
POSTAGE	14,000.00	9,500.00	4,500.00	3,500.00
TELEPHONE FOR COMPUTER	1,900.00	1,250.00	650.00	650.00
BOND PREMIUMS	185.00	135.00	50.00	50.00
DATA PROCESSING	36,800.00	26,670.30	10,129.70	8,936.69
RENTAL OF EQUIPMENT	-	-	-	-
MISC REPAIR & MAINTENANCE	1,350.00	400.00	950.00	950.00
ADVERTISING & LEGALS	1,000.00	1,000.00	-	-
CONFERENCES/SCHOOLS	6,225.00	4,000.00	2,225.00	2,225.00
MISCELLANEOUS SUPPLIES			-	-
BANK CHARGES			-	-
RECORDS MANAGEMENT			-	-
TOTAL COST OF CHARGES:	\$61,460.00	\$42,955.30	\$18,504.70	\$16,311.69
PERSONNEL & BENEFITS:				
SALARY (TAX A/C)	48892.93	48,892.93	-	-
SALARIES (ALL DEPUTIES)	241,269.76	120,634.88	120,634.88	114,032.25
TRAVEL (A/C & CHIEF DEPUTY)	1,600.00	1,000.00	600.00	600.00
TOTAL COST OF PERSONNEL:	291,762.69	170,527.81	121,234.88	114,632.25
TOTAL COST OF COLLECTION	\$359,502.69	\$215,193.11	\$144,309.58	\$135,483.94

		ESTIMATED SHARE BASED ON % OF 2024 LEVY TOTALS		
PRO-RATA SHARE:				
ARANSAS COUNTY	30117			
COUNTY ROAD & FLOOD	30099			
ARANSAS CO NAVIGATION	30098	3.78	\$ 5,454.90	\$5,460.00
ROCKPORT-FULTON ISD	27332	73.89	\$ 106,630.35	\$101,287.79
CITY OF ROCKPORT	10396	20.41	\$ 29,453.59	\$25,836.79
TOWN OF FULTON	1871	1.64	\$ 2,366.68	\$2,520.00
ARANSAS CO MUD #1	407	0.28	\$ 404.07	\$379.36
		100.00	\$ 144,309.58	\$135,483.94

**INTERLOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND
COLLECTION OF PROPERTY TAX IN 2025-2026
BETWEEN COUNTY OF ARANSAS, TEXAS, AND
THE CITY OF ROCKPORT, TEXAS**

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is made and entered into by and between the COUNTY OF ARANSAS, TEXAS, with the agreement, consent, and participation of the Aransas County Tax Assessor-Collector (singularly or collectively referred to as “COUNTY” or “COUNTY TAX ASSESSOR-COLLECTOR”) and the CITY OF ROCKPORT (hereinafter called “CITY”), each a political Subdivision of the State of Texas, each acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas and Section 6.24 of the Texas Property Tax Code, which authorizes such agreements.

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments of the State to enter into contracts for governmental functions and services to increase efficiency and effectiveness; and,

WHEREAS, the COUNTY and CITY are local government entities as defined in §791.003 of the Texas Government Code and are authorized to enter into this Agreement by the action of their respective governing bodies in the manner prescribed by law; and,

WHEREAS, CITY shall make the payments provided for in this Agreement from current funds available to CITY; and,

WHEREAS, CITY desires to authorize the COUNTY TAX ASSESSOR-COLLECTOR to act as the Tax Assessor/Collector for CITY, for ad valorem tax purposes, as herein provided, for Aransas County properties within CITY’S jurisdiction.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements stated herein, COUNTY and CITY agree to the following:

1. Purpose. The purpose of this Agreement is for the Parties to establish the terms and conditions under which COUNTY will provide tax assessment and collection services for CITY. For the purposes of this Agreement, the terms “assessment” and “collection” shall mean all steps necessary to affect such functions including, but not limited to the calculation of tax, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes; and calculation of an effective tax rate required by §26.04 of the Texas Property Tax Code.
2. Term. This AGREEMENT by and between COUNTY and CITY shall be in effect from September 1, 2025 through August 31, 2026.
3. Notice of Termination of Agreement for Next Fiscal Year. Should CITY elect not to continue with an Assessment and Collection Agreement with COUNTY for the following fiscal year beginning September 1, 2025, CITY agrees to provide four (4) months’ written notice to COUNTY, prior to the end of this Agreement, so as to prevent expenditures for the upcoming fiscal year.

4. COUNTY'S Designee. COUNTY hereby designates the COUNTY TAX ASSESSOR-COLLECTOR to act on behalf of COUNTY and to serve as the liaison between COUNTY and CITY. COUNTY TAX ASSESSOR-COLLECTOR and/or her designee shall ensure the performance of all duties and obligations of COUNTY under the terms of this Agreement.

5. CITY Authorizes COUNTY to Perform Duties. By entering into this Agreement, CITY expressly authorizes COUNTY to perform all acts necessary for tax assessment and collection for CITY.

6. Compensation to COUNTY. CITY shall reimburse COUNTY for the actual cost of providing services under this Agreement from CITY'S current revenues for the fiscal year beginning September 1, 2025 and ending August 31, 2026. Because actual costs cannot be determined at this time, CITY shall pay COUNTY **Twenty Nine Thousand Four Hundred Fifty-Three Dollars and Fifty-Nine Cents (\$29,453.59)** as an operating budget for the described fiscal year, as follows:

OPERATING BUDGET PAYMENT SCHEDULE
to be paid out as follows:

Date	Payment Amount	Date	Payment Amount
10-1-2025	\$2,454.47	4-1-2026	\$2,454.47
11-1-2025	\$2,454.47	5-1-2026	\$2,454.07
12-1-2025	\$2,454.47	6-1-2026	\$2,454.07
1-1-2026	\$2,454.47	7-1-2026	\$2,454.07
2-1-2026	\$2,454.47	8-1-2026	\$2,454.07
3-1-2026	\$2,454.47	9-1-2026	\$2,454.42

7. Duties of the COUNTY TAX ASSESSOR-COLLECTOR:

- a. *Tax Statements.* COUNTY TAX ASSESSOR-COLLECTOR shall prepare and mail all tax statements, provide necessary collection reports to CITY, prepare tax certificates, develop and maintain both current and delinquent tax rolls and such other records and forms as are necessary or required by law or State rules and regulations.
- b. *Monthly Reports to CITY.* COUNTY TAX ASSESSOR-COLLECTOR will submit a monthly status report to CITY, in the format preferred by its governing body, at least eight (8) days prior to a regular meeting of its governing body (such schedule to be provided by CITY).
- c. *Information shall be Available.* COUNTY TAX ASSESSOR-COLLECTOR undertakes and agrees to make available to CITY full information about the tax collection operation of COUNTY, and to promptly furnish written reports reasonably necessary to keep CITY advised of all relevant financial information affecting it.
- d. *Collection of Delinquent Taxes.* COUNTY may contract with legal counsel for the collection of delinquent taxes.
- e. *Bond.* COUNTY TAX ASSESSOR-COLLECTOR will agree to sign a bond, conditional on faithful performance of duties, payable to CITY. Said bond will be ordered by,

approved by, and paid by CITY in an amount determined by CITY, as stated in Texas Property Tax Code 6.29(b).

- f. *Payments of Taxes to CITY; Deposits.* COUNTY TAX ASSESSOR-COLLECTOR shall make payment of taxes collected on behalf of CITY into such bank account/s selected by CITY. Such payment shall be made on a daily basis, except for electronic payments (e.g. credit cards and e-checks). Electronic payments are not available for several days after the payment is posted; therefore, no tax collected by electronic payment shall be deposited until the electronic payment has been irrevocably deposited into the COUNTY TAX ASSESSOR-COLLECTOR'S tax account maintained for the purpose. A "deposit of tax money" itemization form will be completed to show the distribution of money collected. This itemization will be forwarded to CITY after each deposit. COUNTY TAX ASSESSOR-COLLECTOR shall have no access to the tax money once deposited to CITY'S bank account(s). Collections for CITY shall be deposited into two (2) accounts as follows:

Maintenance & Operation funds shall be deposited to account ending in 038-8
Wells Fargo Bank Texas, N.A., Rockport, TX

Delinquent tax funds previously belonging to the County Education Fund will also be deposited into this account.

Interest & Sinking funds shall be deposited to account ending in 204-6
Wells Fargo Bank Texas, N.A., Rockport, TX

- g. *Refunds due to Property Tax Code.* Refunds resulting from corrections to the appraisal rolls, pursuant to §26.15 of the Property Tax Code, such as homestead exemptions, over 65 exemptions, disabled exemptions, clerical errors and court-ordered value changes, shall not be submitted for approval to CITY. COUNTY TAX ASSESSOR-COLLECTOR shall refund the property owner the difference between the tax paid and the tax legally due. All refunds will be held from CITY'S deposits, and an itemized list of all refunds, with pertinent data, will be submitted with the deposit record.
- h. *Reviewing of Refund Requests; Processing Refunds over \$2,500.00.* Pursuant to §31.11 of the Property Tax Code, refund requests will be submitted to the Aransas County Auditor to determine if payment was excessive or erroneous. If County Auditor determines payment was excessive or erroneous, COUNTY TAX ASSESSOR-COLLECTOR shall refund the amount of the overpayment or erroneous payment from available current tax collections. However, if the total of refund amount exceeds \$2,500.00, COUNTY TAX ASSESSOR-COLLECTOR shall submit a refund request to the Aransas County Commissioner's Court for their determination of an excessive or erroneous payment and approval prior to processing refund.
- i. *COUNTY ASSESSOR-COLLECTOR'S Records will be Available to CITY.* Upon receipt of at least forty-eight (48) hours of written notice, the COUNTY agrees to allow CITY access to tax records related to CITY in its possession. COUNTY is not responsible for paying for any expenses associated with CITY'S efforts to audit, duplicate, archive, or store records.

8. Duties of CITY:

- a. *Collection of Delinquent Taxes.* CITY hereby agrees and expressly authorizes COUNTY to contract with private legal counsel for the collection of delinquent taxes, and COUNTY agrees to review proposed counsel with CITY before such contract is let. CITY further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from delinquent tax collections for CITY.
- b. *Operating Budget Payments.* CITY shall remit operating budget payments to COUNTY as described above.
- c. *Actual Cost Payments.* In the event that the actual costs of the services exceed the operating budget payments, CITY will remit the additional payment within thirty (30) days of receiving an invoice from COUNTY, provided that such invoice is due to cost overruns.
- d. *Additional Costs due to Changes.* CITY is responsible for payment of the actual costs of any necessary re-mailing of tax notices when such re-mailing is necessary because of changes made by CITY in its tax rate or allowable discount provisions.
- e. *Additional Costs Due to Rollbacks or Other Modifications.* CITY agrees to pay the cost of reprocessing and mailing tax notices if CITY suffers a rollback or other modification of its tax rate as provided in Section 26.08 of Texas Property Tax Code, or any other necessary modifications, resulting from law changes made by the Texas Legislature.
- f. *Bond.* CITY will order, approve, and pay for a bond in an amount determined by CITY to be sufficient, as stated in Texas Property Tax Code 6.29(b), to ensure the faithful performance of duties by the COUNTY TAX ASSESSOR-COLLECTOR.
- g. *Payments of Taxes to CITY; Deposits.* CITY will immediately notify COUNTY if there is change to a deposit account that requires action.
- h. *Returned Payments to COUNTY TAX ASSESSOR-COLLECTOR.* CITY acknowledges that COUNTY TAX ASSESSOR-COLLECTOR is paying out funds on a daily basis based upon payments to COUNTY TAX ASSESSOR-COLLECTOR, which is usually received in the form of a personal or business check and not in the form of a cashier's check. In the event that any check is returned by COUNTY TAX ASSESSOR-COLLECTOR'S depository **for any reason whatsoever** including, but not limited to, insufficient funds, forgery, refer to maker, account closed, or any other reason, CITY shall IMMEDIATELY REFUND to COUNTY TAX ASSESSOR-COLLECTOR the amount of the deposit represented by the returned check. In the event a tax payment deposited to CITY'S account, whose source was by credit card or other electronic payment, is disputed, canceled, refuted, or withdrawn by any person, firm, or entity, for any reason whatsoever, CITY shall IMMEDIATELY REFUND such payment to COUNTY TAX ASSESSOR-COLLECTOR.
- i. *Notices, Hearings, Publication, and other Requirements.* CITY shall remain responsible for all notices, hearings, publications, and other requirements under the law related to its taxing activities.

- j. *Records.* CITY shall promptly deliver records to COUNTY upon request and shall fully cooperate in furnishing or locating any other information or records COUNTY needs to perform its duties under this Agreement.

9. Indemnification and Tort Claim Act:

- a. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold CITY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.
- b. To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.
- c. Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

10. Equipment and Personnel. During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. Once equipment, personnel, or other resources of a Party rendering aid are in the service of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party requesting aid. In addition, such personnel shall be deemed to be engaged in work for the employing entity and performing a governmental function.

11. Expending Funds. Each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds or to incur costs to provide aid hereunder.

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

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

the terms herein that are not specifically address in the amendment shall remain in full force and effect.

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

15. Validity and Enforceability. If any current or future legal limitations or requirements from a federal or State government with jurisdiction over the Parties affect the validity or enforceability of a provision of this Agreement, then this Agreement shall be deemed amended to the minimum extent necessary to bring this Agreement into conformity with the requirements or limitations, and so modified, this Agreement shall continue in full force and effect.

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

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

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

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

COUNTY: County Judge
2740 HWY 35N Unit A
Rockport, TX 78382

CITY: _____

With a copy to:

County Tax Assessor-Collector
319 N Church St
Rockport, TX 78382

A Party may change the address for notices by giving written notice to the other Party in the manner described herein. It shall be the duty of each entity's representative to disseminate within their respective entity all notices, communications, and reports received from the other Party.

20. Requests for Information. Requests from one Party to another Party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

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

22. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, which shall be effective upon the date last written below.

“COUNTY”
County of Aransas, Texas

By: _____
Ray A. Garza, County Judge Date

ATTEST:

(SEAL)

Misty R.F. Kimbrough, County Clerk

Approved:

“COUNTY TAX ASSESSOR-COLLECTOR”
Aransas County Tax Assessor-Collector

By: _____
Anna Marshall, County Tax Assessor-Collector Date

Additional Signature Page Follows

“CITY”
City of Rockport, Texas

By: _____
Tim Jayroe, Mayor Date

ATTEST:

(SEAL)

Shelley Goodwin, City Secretary



AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor and City Council

FROM: Vanessa Shrauner, City Manager

MEETING DATE: August 12, 2025

CATEGORY: Presentation

CAPTION:

Discussion on the sale of the Rockport Gas Company ⁽¹⁾

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FUNDING IMPACT:

STAFF RECOMMENDATION:

STRATEGIC INITIATIVES:

Presentation

ATTACHMENTS:

None

APPROVAL/REVIEW:

Shelley Goodwin, City Secretary

Date: August 07, 2025

Vanessa Shrauner, City Manager

Date: August 08, 2025